#### Regular Meeting Agenda Board of Commissioners

Tues, July 20, 2021 5:00 PM Zoom Port Townsend, WA 98368



To join online go to: <a href="https://zoom.us/my/jeffcopud">https://zoom.us/my/jeffcopud</a>. 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 begin speaking.

Page

#### 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. Public Comment

The public comment period is for any items not specifically listed on the current Agenda or for items listed on the Consent Agenda. The Chair may place time limits on public comments to allow the meeting to be conducted in an efficient and orderly manner. (15 min)

#### 4. Broadband and Sewer Presentations

4.1. Broadband Vision, Rates & Policies

4 - 61

Broadband Update 20210720.pdf

Broadband Rates 072021 Agenda Report.docx

Retail Rate Schedule 071321.docx

Wholesale Rate Schedule 071321

Telecom Policy Manual @

Jefferson PUD Wholesale Telecom Service Agreement

**Recommendation:** Approve a motion to place the wholesale and retail rates for broadband services; as well as the telecom policy and wholesale service agreement on the Consent Agenda of the August 3rd regular meeting of the BOC.

#### 4.2. Sewer Rates Presenation

62 - 81

JPUD Board Meeting 7 20 2021 - Wastewater Presentation

**Recommendation:** For Discussion Only

#### 5. Consent Agenda

All matters listed below on the Consent Agenda are considered under one motion and will be enacted by one motion. There will be no separate discussion on those items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

Consent Action: *Motion to Approve the Consent Agenda As Presented* 

#### 5.1. Prior Minutes

82 - 87

PUD BOC Regular Meeting Minutes 4-20-2021 DRAFT.docx

#### 5.2. Vouchers

88 - 107

Voucher Approval Form for the Commissioners.pdf @

Voucher Certification with Supporting Warrant Register & Payroll

#### 5.3. Financial Report

108 - 110

Agenda Report-Written Off Accounts-07-20-2021.docx

Written Off Accounts Motion 07-20-2021.docx

#### 5.4. Calendar

111

PUD Calendar July 20, 2021.docx

#### 5.5. Low Income Water Rate

112 - 119

Resolution Regarding Low Income Water Rates 2

Water Rate LI Update 20210720 Final.docx

#### 6. Manager and Staff Reports

For information only, not requiring a vote.

- 6.1. RESP Loan Update
- 6.2. COVID-19 Update

#### 7. Old Business

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

#### 7.1. Construction Rates

120 - 129

New Construction Rates 07012021 Agenda Report.docx

jpud 2021 exhibit b schedule of charges electric 20

Resolution 2021- Electric Construction Rates

**Recommendation:** Approve Resolution 2021-XX revising Exhibits B of Resolution 2020-004 and adopting various construction rates for electric services.

#### 8. New Business

#### 8.1. Credit Card Limit Increase

130 - 139

Agenda Report form--CFC One Card Credit Card Limit Increase

WA060-9000 First Amendment--CFC One Card Limit Increase

WA060-9000 Participant Entity Amendment--CFC One Card Limit *P* 

Resolution 2021-XXXX CFC Incumency Resolution

**Recommendation:** Approve Resolution 2021-XX regarding the National Rural Utilities Cooperative Finance Corporation's ("CFC") One Card Program Reimbursement Agreement ("Agreement") and a proposed amendment to the Agreement.

#### 9. Commissioner Reports

#### 10. Adjourn



# Broadband Action Plan

Kevin Streett,

General Manager

July 20, 2021



## Overview

Scope

Vision

Timeline

Approvals

Next Steps



# Page 6 of 139

# Project Vision:

The goal of this project is to ensure every PUD customer has access to affordable and reliable broadband internet service.

# \$90,000,000 +

Achieving the stated goal and the scope of work proposed will cost roughly as much as purchasing the electric utility from PSE.

# Details, Caveats

# Open Access

Facilitator 1st

**Grant Supported** 

Train Departed





# Scope:

Planning, Staffing, Facilities

# Planning

## Retail ISP

# **Growth Model**

# **Grant Supported**

Underway



# Staffing

# CCG as bridge

New Division

4 New FTEs

Rate Supported

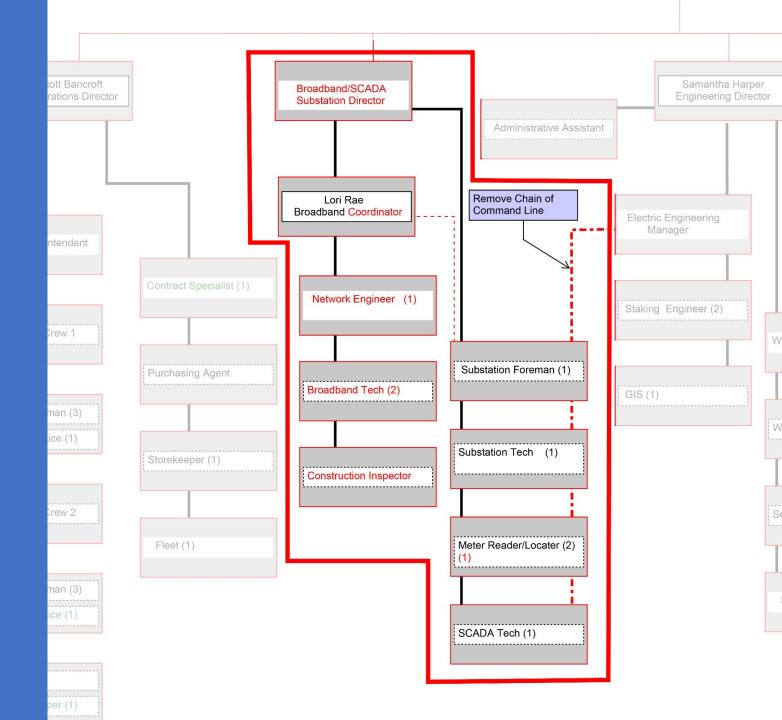


#### **NEW POSITIONS**

Network Engineer

2 Broadband Techs

Construction Inspector



#### New Building

New Vehicles, Equipment

Fiber Huts, Network Cabinets

2024 or later

## Facilities









**EXPANSION** BUILDING **FEASIBILITY** STUDY

JULY 2021

CONCEPTUAL SITE PLAN



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# NETWORK HUB DISPATCH SCADA SUBSTATION BROADBAND



# Page 18 of 139

# Timeline:

3 Phases: Southwest, Northeast, In-Between

## Phase 1

## Southwest

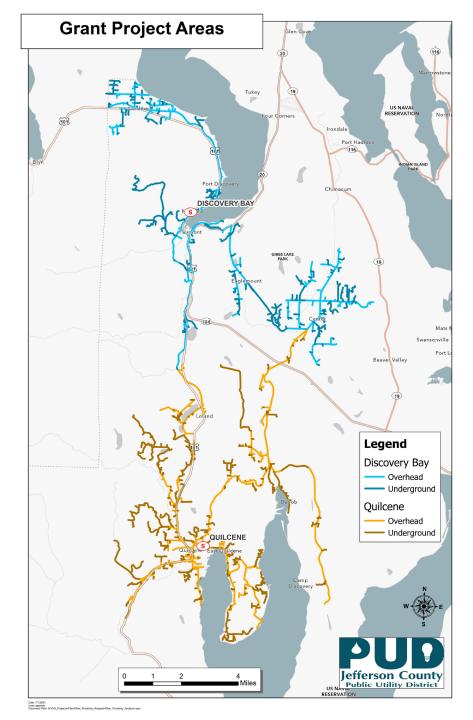
## Builds off BPA

Reaches Unserved

Underway



Olympic Fiber Corridor Project Cost: \$12M Connections: 1,685 Timeline: Jan 22- Dec 22 Status: Submitted to WSBO, Due to NTIA Aug 17



## Phase 2

## Northeast

# Builds off BTOP

High density

Underway



## Phase 3

### In Between

More Middle Mile

Mixed densities

2024 and later



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# Approvals

Rates, Policies, Business Plan

# Rates

#### Retail

#### Wholesale

#### Low Income

NoaNet Contract Redux



# Policies

# Telecom Policy Manual

Wholesale Service Agreement

Retail Service Agreement (TBA)



# Next Steps

Grants, Outreach

# Business Model

#### 5 Year Breakeven

**Extend Tax Commitment** 

Increase Banked Capacity

Rate Reinvest



## Grants

#### **NTIA** Grant

#### **Public Works Board**

**CERB** 

ReConnect

**EDA** 



#### Support request

September Newsletter

Website Section Upgrade

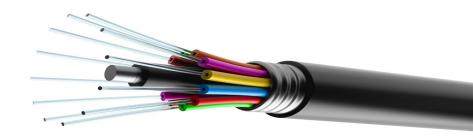
Branding & Marketing Plan

## Outreach



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# Questions?





#### **AGENDA REPORT**

**DATE:** July 20, 2021

**TO:** Board of Commissioners

**FROM:** Kevin Streett

**RE:** Broadband Rates

**BACKGROUND:** As the PUD expands the broadband department a rate review is needed for wholesale rates. The retail rates have been developed for a business plan and gives the public an idea to what the PUD is developing.

**ANALYSIS/FINDINGS:** Staff believes the rates represent enough future revenue for broadband to be sustainable within 5 years. The PUD will also need grant funding to be able to build out into underserved areas.

**FISCAL IMPACT:** Long term sustainability.

**RECOMMENDATION:** Approve a motion to adopt the wholesale and retail rates for broadband services as presented.

#### Jefferson County PUD RATE SCHEDULE

#### **Retail Broadband Services**

#### Effective 06/20/2021

- A. The rates listed on this schedule are available to residents and businesses who are within reach to connect to the Jefferson PUD fiber network. The PUD reserves the right, at its sole option to discontinue or modify services and prices listed in this rate schedule at anytime.
- B. All retail broadband and related services provided by the PUD are subject to the terms and conditions in the PUD's Retail 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 rates for payment-related issues such as late payment fees, charges for bad checks, etc. are the same as applied for residential electric service.
- F. The PUD may enter into contractual arrangements with a customer for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.
- G. The PUD offers a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. Residential customers must request the discount and receiving the discount requires that the PUD approve eligibility.
- H. General Service Areas refer to sections within the PUD's service territory where aid-to-construction costs may apply in determining connection fees per new service drop.
- I. Special Project Areas refer to designated zones within the PUD's service territory where grantor other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.

Residential Retail Rates:	
Broadband	
Connection Fee per new Service Drop	GENERAL SERVICE AREA: Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.  SPECIAL PROJECT AREA: Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bil extra charges for drops less than 1,000 feet that require construction under a significant amount of
	concrete, pavement or other impediments.
100/100 Mbps Broadband Access Unlimited usage with no data caps.	\$65
250/250 Mbps Broadband Access Unlimited usage with no data caps	\$75
1 Gbps/1 Gbps Broadband Access Unlimited usage with no data caps	\$90
Premium Service Adds to any rate above. Guarantees evening and weekend repair services for outages caused by the PUD network.	\$20
Wi-Fi Modem Rental	\$10
Low-Income Discount	\$20 per month Only one discount per month provided only to qualified households.
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$20
Business Retail Rates:	
Broadband	
100/100 Mbps Broadband Access Unlimited usage with no data caps.	\$75

250/250 Mbps Broadband Access	\$85
Unlimited usage with no data caps	
1 Gbps/1 Gbps Broadband Access	\$100
Unlimited usage with no data caps	
Premium Service	\$25
Adds to any rate above. Guarantees evening and weekend repair	
services for outages caused by the PUD network.	
Wi-Fi Modem Rental	\$10
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long	\$30
distance calling to the continental United States and a few other	
countries.	
Labor Charges	
To be applied per hour to any work requested by customer that is not	
included in a standard installation. Applies to both residential and	
business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour

#### Jefferson County PUD RATE SCHEDULE

#### **Wholesale Broadband Services**

#### Effective 06/20/2021

- 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 or modify 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 individual contractual arrangements. Please contact the District at <a href="mailto:broadband@jeffpud.org">broadband@jeffpud.org</a> to discuss your needs.
- G. The PUD may enter into contractual arrangements with an RSP for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.
- H. The PUD will offer a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. RSPs are required to pass this discount on to the qualifying household. RSPs are encouraged to match, and double the discount, but are not required to do so.
- I. General Service Areas refer to sections within the PUD's service territory where aid-to-construction costs may apply in determining connection fees per new service drop
- J. Special Project Areas refer to designated zones within the PUD's service territory where grant-or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.

Set-up of New Service Provider	\$250 non-recurring. This is applied one time for a new RSP.
Residential Ethernet Services:	
100/100 Mbps Basic Access (per unique premises)	\$35
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	
250/250 Mbps Basic Access (per unique premises)	\$40
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	
1 Gbps/1 Gbps Basic Access (per unique premises)	\$45
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	
Premium Support (per unique premises)	\$10
Added to any of the above products. Provides priority	
restoration following network outages.	
Low Income Fiber Discount. The PUD will verify that somebody	\$10 monthly discount.
in a household qualifies for the low-income discount using the	Only one discount per household.
FCC definition. The discount will not apply if at some future time	·
nobody in the household qualifies.	
B. Company of the control of the con	
Business Ethernet Services:	640
100/100 Mbps Basic Access (per unique premises)	\$40
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
250/250 Mbps Basic Access (per unique premises)	\$45 
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	
1 Gbps/1 Gbps Basic Access (per unique premises)	\$50
Tier 1 technical support provided 24/7, higher tiers of	300
support available only during PUD's normal business hours.	
Includes data and/or Ethernet voice ports	
Premium Support (per unique premises)	\$15
Added to any of the above products. Provides	)   ĴTJ
priority restoration following network outages.	
priority restoration rottowing network outages.	
<b>Customer VLAN Off-Network Services:</b> (Includes Premium Support)	
·	\$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
Collocation:	
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	\$100 per hour
Overtime Labor Charge	\$150 per hour
Connection Fee per new Service Drop	GENERAL SERVICE AREA: Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.  SPECIAL PROJECT AREA: Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement or other impediments.

### 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.

Pre-Pay An agreement by the District and the Customer obligating the

Customer to make advance payment for Telecommunications

Services or Facilities.

Special Fiber Construction 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.

**Telecommunications** 

<u>Services</u> All telecommunications services and facilities provided to

Customers as set forth in an applicable District rate schedule.

**Telecommunication** 

<u>Facilities</u> Those facilities required to provide Telecommunications

Services. This includes, but is not limited to, fiber, vaults,

switches, routers and gateways.

Fiber Demarcation Point 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.

<u>User</u>

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 NTWORK

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:

- 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:

- 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:

- 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 temporarysuspension 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 <a href="mailto:broadband@jeffpud.org">broadband@jeffpud.org</a>. 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 prepaid 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.

### PUBLIC UTILITY DISTRICT OF JEFFERSON COUNTY

#### WHOLESALE TELECOMMUNICATIONS SERVICES AGREEMENT

In accordance with Washington State RCW 54.16.330, the Parties named herein hereby enter into this Agreement for Wholesale Residential Telecommunications Services (the "Agreement") made this day of,, between Public UtilityDistrict No. 1 of Jefferson County, a municipal corporation under the laws of the State of Washington and having its principal place of business in Port Townsend, Washington and, a telecommunications and/or Internet access company that want to provide services in Jefferson County, Washington.
A. DEFINITIONS
"Network" means the District's telecommunication facilities used to provide open access broadbandservices to the District and its customers. The Network provides wholesale telecommunication services as authorized by the laws of Washington State.
"District" means Public Utility District No. 1 of Jefferson County,
Washington.
"Open Access" is defined in Section G of this Agreement
"Party or Parties" means the District, Retail Service Provider, or both.
"Retail Customer" means the person or business purchasing telecommunication servicesfrom the RSP.
"Retail Service Provider (RSP)" means the signatory to this Agreement with the District, which entity represents it is authorized to provide retail telecommunication services and to which the District is authorized to provide wholesale telecommunication services.

#### **B. ELIGIBILITY**

The District will provide available wholesale telecommunication services to qualified Retail Service Providers (RSPs) under an open access arrangement. To qualify as eligible to provide services on the District's Network, the RSP represents

#### to the District the following:

- 1. The RSP will provide to the District a local telephone number for technical customer support.
- The RSP represents that it has the ability to install and provision consumer services including, but not limited to, compliance with all applicable laws and regulations, such as certified telecommunications administrator or low voltage licenses, or as otherwise required by local, state or federal laws and regulations.
- The RSP represents that it can currently provide or will provide prior to its
  use of the Network, a statement of intent to operate as a
  telecommunications provider or Internet Service Provider (ISP) and will
  meet the requirements of the District to resell District telecommunication
  services.
- 4. The RSP agrees to comply with the terms and conditions specified in the Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington, as they currently exist or as amended in the future..
- 5. The RSP further warrants to the District that is has the authority to enter into this Agreement. RSP further warrants that it is duly licensed, has secured all necessary permits and licenses, and is fully qualified to provide telecommunications services in compliance with all terms and conditions of this Agreement and all laws of the state of Washington.
- 6. The RSP warrants that it is purchasing wholesale products from the District and that the RSP will satisfy any State or Federal Universal Service Fund obligations and pay any applicable sales or other taxes that might be applied to its retail service.
- 7. RSP represents that in providing services it acts as an independent contractor.
- 8. In all activities contemplated by the Agreement, the RSP shall perform in a good and competent manner, consistent with sound and generally accepted business practice.

#### C. TERM

The Agreement will continue in full force until such time either Party provides thirty (30)days written notice of termination, or default occurs by either Party.

Upon termination of this Agreement, all rights of RSP and their Retail Customers for services or broadband capacity cease and the District has no further obligations to furnishsuch service or capacity to the RSP. Subject to Section G constraints, the District has theabsolute right to cease to provide wholesale telecommunications services to the RSP and/or disconnect any existing services and/or refuse to provide any future services or reconnection.

The Parties agree that continued service to the Retail Customer is highly desirable.

In theevent of termination of this Agreement, for any reason, the RSP shall immediately notify all affected Retail Customers of the final service date and any options available to the Retail Customer for continued service. The District shall also have a right, but not obligation, tonotify any affected Retail Customers similarly.

#### D. LEASING OF FIBER LOOPS

The District hereby agrees to provide RSP access to the District's fiber network, through the lease of local fiber loops to provide any broadband circuits requested by RSP, whether intended for internal use of the RSP or with the intent to resell to retail customers, provided such capacity is then reasonably available on the District's network, in the District's discretion. The District has no obligation to provide dark fiber to the RSP, or any other party.

The RSP's right to access and use District network does not authorize and shall not be construed to authorize the RSP to have exclusive use of the District's network capacity.

Terms related the installation of customers are set forth in Exhibit A to the Agreement.

#### E. FINANCES

Current charges and fees are as set forth in the District's Broadband Rate Schedule. Such pricing shall change at the District's discretion.

Should RSP be required to quote a set fee for a certain contractual term to a Retail Customer, the RSP may request, and District shall provide, in written form, a fixed feewhich the District shall honor for the projected duration of that circuit or product offering, subject to default termination provisions.

Each Party shall be responsible for its own federal, state, and local taxes, assessments, fees, surcharges, and other financial impositions. Notwithstanding the foregoing, RSP agrees that if there is any tax payable by it, but which is to be collected by the District which the District does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by the District, the RSP shall immediately remitthe same to the District, even if such assessment arises after the termination of the Agreement.

#### F. FACILITIES AND OWNERSHIP

The District will provide access to network infrastructure at various locations within Jefferson Counties.

Ownership of preexisting lines and telecommunications infrastructure shall not change as a result of this Agreement.

#### G. OPEN ACCESS SYSTEM

The District agrees to maintain an open access system. Rates, terms, and conditions for wholesale broadband services shall not be unduly or unreasonably discriminatory or preferential. The District shall establish rates and policies for access to the District's wholesale broadband infrastructure and shall apply those fees, terms, and conditions to allauthorized RSPs as well as itself. If the District obtains authority and decides to provide retail broadband services, such decision shall not terminate its wholesale broadband services or this Agreement. However, nothing in this section shall limit the District's ability to terminate this Agreement for any other reason, including but not limited to, termination rights as provided in Sections C and L.

#### H. SERVICE

The District and the RSP shall act professionally in all aspects of this business relationship. Neither shall make statements damaging to the credibility of the other party. Both shall strive to deliver high quality and professional service to the retail customer.

The District shall be responsible for all circuit operation over the District network. The RSP shall be responsible for all circuit operation outside the District network. The RSP agrees it shall not directly or indirectly interfere in any manner with District operations or facilities and that it shall not alter, maintain, or repair the District's broadband infrastructure without the written consent of the District.

The RSP shall be responsible for all customer service activities, including communications with Retail Customer on outages, service quality issues, and alltechnical needs or concerns of the retail customer.

Because the RSP is responsible for its retail customers, the District wishes to avoid direct correspondence, verbal or written, from the retail customer regarding the services provided by the RSP through this Agreement. Any such contact will be immediately passed on to the RSP. On request of the District, the RSP will notifythe retail customer of the parties' desired flow of communication.

The RSP shall accept credit risk of the retail customer and shall not pass that risk onto the District. The District shall accept RSP credit risk and shall not look to the retail customer for satisfaction of any amounts owed by the RSP.

The District does not guarantee uninterrupted availability. The District shall not

be liable to the RSP or any other person, for any failure, whether temporary or permanent, to provide uninterrupted telecommunications services.

In the event it is necessary (in the sole discretion of the District) to temporarily suspend the availability of bandwidth capacity for the purpose of preventive maintenance, repairs, or improvements to the District communication system, the District shall have the right todo so, but shall use best efforts to give appropriate advance notice.

Following unscheduled failures in the District's communications infrastructure, the District will make needed repairs to restore capacity with diligence and complete suchrepairs as soon as is reasonable and practical.

In the event of an emergency, the District may immediately discontinue service to avoidharm to or interference with its wholesale telecommunications operations or facilities, orthe operations or facilities of third parties, and the District shall notify RSP of such disconnection as soon as reasonably practical.

#### I. COORDINATION OF ACTIVITIES

Both Parties to this Agreement shall keep each other appraised of activities that may affect the other's communication system. Prior to commencement of any work hereunder, the Parties will confer to schedule and coordinate the work to be performed.

#### J. LIMITATION OF LIABILITY, INDEMNITY, AND INSURANCE

As noted in Section G herein, the District does not guarantee uninterrupted availability. The District is not liable or responsible for content, errors in transmission, security and integrity of data or information, virus transmission, broadcast hacker attacks, or failure toestablish connection. No liability shall attach to the District for failure of communication facilities, failure to have bandwidth capacity available or fiber cuts. No liability shall attach to the District for complying with federal and state law enforcement investigative efforts or discontinuing serviceas a result of unlawful or fraudulent activity.

Notwithstanding any other provision within this Agreement, or elsewhere, neither Party shall be liable to the other, nor shall the District be liable to the RSP's retail customers or affiliates, for any consequential, incidental, special, punitive, or indirect damages, including without limitation lost revenue, profits or other benefit, whether by tort, contract, or otherwise arising out of or in any way related to this Agreement or the District's performance, faulty performance or non-performance, of any provision of this Agreement. Both Parties specifically and expressly agree, on behalf of itself and all its customers and affiliates, that the sole

liability for any claim or demand arising out of this Agreement or the District's provision, faulty provision, or non-provision of services under this Agreement shall not exceed the monthly rate paid for such service under this Agreement, to the District by the RSP, within the 30-day period immediately preceding the event that gives rise to the claim or demand. Neither Party shall be responsible for force majeure events such as (but not limited to) acts of god; acts of nature; strikes; fire; war; riot; pandemics, acts of terrorism; and government actions.

The RSP shall indemnify, defend, and hold harmless the District from any physical injuries to people by the RSP, any damage to property by the RSP or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs (including attorneys' fees) arising from the RSP's use of service(s), or by reason of anybreach or nonperformance of any covenant or obligation of the RSP herein, or the violation of any law or regulation by the RSP. The RSP's obligation to assume, protect, defend, indemnify, and save the district harmless shall extend to the District's, affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The RSP may not enter into a settlement that imposes any obligation on the District or requires any admission by the district without the written approval of the district.

The district shall indemnify, defend, and hold harmless the RSP from any physical injuries to people by the District, damage to property by the district or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs

(including attorneys' fees) arising from the district's provision of service(s), or by reason of any breach or nonperformance of any covenant or obligation of the district herein, or the violation of any law or regulation by the district. The District's obligation to assume, protect, defend, indemnify, and save the RSP harmless shall extend to the RSP's affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The District may not enter into a settlement that imposes any obligation on the RSP or requires any admission by the RSP without the written approval of the RSP.

The District requires the RSP assert similar rights, protections, and limitations of liability for both the District and RSP in its internal policies and agreements with Retail Customers.

#### K. COMPLIANCE WITH LAW

Both the District and the RSP shall comply with all applicable federal, state, and local laws, codes, rules, regulations, and all other obligations under law.

The District will cooperate with appropriate law enforcement and government agencies or other parties involved in investigating claims of illegal or inappropriate activity. The District's broadband services may only be used for lawful purposes. RSP service may be disconnected to prevent fraudulent use by RSP or its retail customer, including lack of compliance with intellectual property rights and laws, or inappropriate content such as child pornography.

The RSP shall terminate retail customer's circuit service in the event RSP becomesaware of failure on the part of the retail customer to follow all applicable laws and regulations including, but not limited to, copyrights, trademarks, and material that isobscene, defamatory, or constitutes an illegal threat.

#### L DEFAULT

The following shall constitute an event of default: (a) the RSP fails to pay any fee per the terms specified in the *Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington*. (b) a proceeding under bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditorsis made by or against the RSP; (c) the RSP becomes insolvent or fails to generally pay its debts as they become due; (d) the RSP voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (e) the District fails to observe or perform anyof its representations, warranties, and/or obligations with the RSP and fails to cure such breach within ten (10) days after written notice.

In the event of default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies: (a) terminate this Agreement by written notice; (b) proceed by court action to enforce performance of this Agreement; (c) exercise any other right or remedy available at law or in equity; and/or (d) disconnect broadband services and render any related communication equipment or infrastructureunusable and inoperable.

#### M. RIGHT OF ASSIGNMENT

The District rights and responsibilities under this Agreement may be assigned to another District owned system or any successor organization to the District at the sole discretion of the District. The District may assign rights under this Agreement to any other entity with approval of the RSP, which shall not be unreasonably withheld.

No assignment by RSP of this Agreement or any rights under this Agreement may be done without the written approval of the District, whose approval will not unreasonably be withheld.

#### N. MODIFICATION OF AGREEMENT

This Agreement may only be modified or amended by the Parties in writing; provided however, this section shall not be construed as limiting theability of the District to change policies, fees, or charges in any manner.

#### O. DISPUTE RESOLUTION AND ATTORNEYS' FEES

The Parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith. In the event of a dispute, the Parties shall consult and exercisereasonable efforts to arrive at an amicable resolution. Failing that, if any action at law orin equity is necessary to enforce or interpret the terms of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees, costs, necessary disbursements, and reasonable expert witness fees, in addition to any other relief granted. If there is no substantially prevailing party, the Parties shall each bear their own attorneys' fees and costs.

#### P. JURISDICTION; VENUE

This Agreement shall be governed and interpreted under the laws of the State of Washington. Venue of any legal action shall be in Jefferson County, Washington.

#### Q. ENTIRE AGREEMENT AND SEVERABILITY

This instrument embodies the entire Agreement of the District and the RSP. There are nopromises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between District and the RSP regarding the services described herein.

If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

IN WI	ITNESS WHEREOF, EXECUTED THIS	day of	,
Ву:	Kevin Streett, General Manager Public Utility District of Jefferson County		
181 VA/I	ITNESS WHEDEOF EVECUTED THIS	dovot	

By:		
•	Retail Service Provider	

#### Exhibit A

### CIRCUIT OPERATION AND SERVICE CONDITIONS

#### 1. General Provisions for Installation

All work performed by the RSP, its contractors, or assignees, shall be done in accordancewith applicable federal, state, and local codes. The RSP shall comply with all laws, rules, and regulations relating to fire prevention, control, and suppression, and all safety rules and regulations.

Any modification by the RSP to the District or NoaNet connection, communication infrastructure, or interface equipment shall be performed only with the prior knowledgeand written consent of the District.

All work by the District or the RSP shall be done in a workmanlike manner and shall bemaintained so as not to be hazardous to life or property. Damage to District facilities shall be repaired promptly without cost to the damaged party. The District shall be immediately notified of any such damage, and repairs shall be performed by the Districtor under strict District supervision.

#### 2. Equipment to be Installed

All equipment to be installed by the RSP shall be FCC type approved, where applicable. However, any such FCC approval shall not relieve the RSP of responsibility to correct incompatibility or interference problems.

#### 3. System Integrity

The RSP agrees to exercise care and caution to preserve the integrity and security of all operation systems, equipment, and facilities located on District or the RSP's business premises covered by this Agreement. The District has the right to limit the manner in which any portion of its network and facilities is used to protect the technical integrity of the network. .

#### 4. Facility Access Conditions

The RSP shall have no right of access to District property, equipment, or communications infrastructure other than as may be located on RSP's business premises. RSP personnel shall be granted access to District-owned equipment only as authorized by the District's technical contact as set forth in Exhibit B. When access shall be granted, RSP's employees shall utilize and retain possession of any keys to District-owned sites and shallnot allow duplication or use by contractors or

others who are not direct employees of the RSP. The RSP shall provide an employee to remain with contractors or maintenance personnel engaged by the RSP for activities at District-owned sites.

The RSP shall ensure the District has full and unrestricted access to District-owned communications infrastructure located on the Retail Customer's premises and reasonableaccess to District-owned communications infrastructure located on RSP's premises.

#### 5. Interconnectivity and Demarcation on Retail Customer Premises

The RSP's local loop access point shall be as mutually agreed for each circuit as specified in the *Telecommunications Customer Service Policies of the Public Utilities District of Jefferson County, Washington.* 

The RSP or retail customer shall be responsible for all internal communications infrastructure necessary for their business operation. The point of demarcation on RetailCustomer's business premises shall be the retail customer's input port on the terminal equipment installed by the District on such business premises. The RSP shall own the cable connecting into the port; the District shall own the terminal equipment and all communications infrastructure leading from the business premises site.

#### 6. Trouble Reports

The District will be responsible for maintaining signal from the point signal is received by the District to the point that signal is returned to the RSP. Any testing beyond the District's equipment will be the responsibility of the RSP.

#### **Exhibit B**

#### **CONTACTS**

The RSP and the District shall keep each other informed, in writing, of technical, business, andmailing contacts as required in the below listed table.

<u>Technical Contact</u>	<u>District</u>	<u>RSP</u>
Name	Jefferson PUD	
Location		
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
E-mail	<u>lrae@jeffpud.org</u>	
Notice Contact		
Name	Jefferson PUD	
Attention	Lori Rae -	
	Broadband Coordinator	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
<u>Billing Address</u>		
Name	Jefferson PUD	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
SPIN#	N/A	
UBI#	N/A	
TIN#	N/A	
24 X 7 Technical Contact Phone #	N/A	
(District Ability to Contact		
Provider)		
24 X 7 Customer Contact Phone #	NoaNet Network Operations	N/A
(Customer Ability to Contact	Center (NOC) - 866.662.6380	
Provider)	5 11 11111 51 1 1 1 1 1 1 1 1 1 1 1 1 1	
Liability Insurance Carrier	Public Utility Risk Management	
	Systems	
	(800) 562-5226	



# **Board of Commissioners Meeting**





# Presentation Overview

### Review of PUD on-site Septic Systems

- » PUD responsibility
- » Septic maps
- » Reserve accounts

### Sewer rate analysis

- » Today's focus
- » Key assumptions & process
- » Summary of findings
- Questions / discussion







### >> PUD On-site Septic Systems

System Category	Type of Management	Count
DOH LOSS	Ownership	5
County Community OSS	Ownership	8
	Operations and Maintenance	2
	Service	1



Total of 355 Sewer Customer

Total "Managed" On-site

Septic Systems

Page 65 of 139

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# System Map



County Community On-site Septic Systems

DOH Large On-site Septic Systems

**Operation and Maintenance Agreement** 

Service Agreement



### **PUD Responsibility – All Other Systems**



Kala & Beckett Point: exit of building envelop to drain field

All other systems: effluent of septic tank to drain

field

Description	Kala & Beckett Point	All Other Systems
1. Replacement of lids and risers; as needed	✓	
2. Pump on-site septic tanks; as needed	✓	
3. Fill reports with County and pay for a third-party	✓	
report company, Kala Point	•	
4. Maintain roads to drain fields and pump facilities	✓	✓
5. Annual inspection	✓	✓
6. Monthly monitoring	✓	✓
7. Bi-annual moving of drain field(s)	✓	✓
8. Replacement or repair of grinder pumps as	1	./
needed	•	<b>V</b>
9. Any other state and local permitting or regulation	✓	1
requirements	•	
	·	Olida C

FCS GROUP Slide 6

### Kala Point – North Map





FCS GROUP Slide 7



### Kala Point – South Map



Jefferson County
Public Utility District

FCS GROUP Slide 8

## Septic Reserve Accounts

- Reserve accounts are set up for catastrophic failure of the community septic system, usually the drain field
- Held by the County Treasurer's office
- Once failure is fixed, the money is eligible to be replenished to the PUD with approval by Jefferson County Environmental Health
- Not every community on-site system has a reserve account

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# Septic Reserve Accounts (continued)

#### JEFFERSON DRAINFIELD TRUST - KALA POINT

Total Investment

131,088.79

Date: 3/31/2021

INVESTMENT INTEREST EARNINGS

Interest

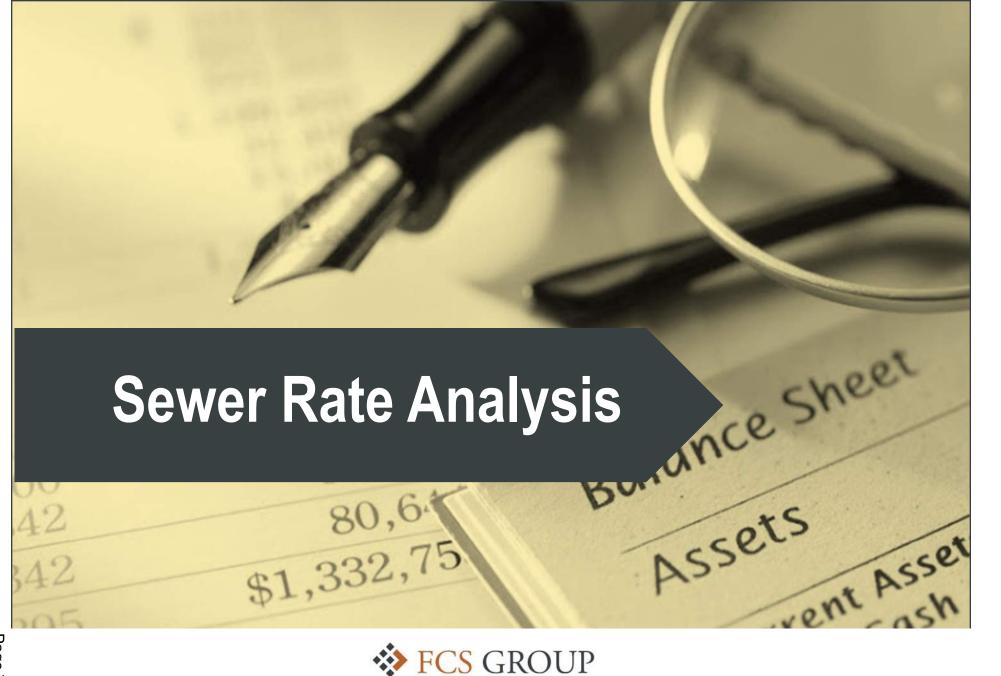
Trace foo

Principal

Date: 3/31/2021

Net Interest

					131,088.79	13.54	0.68		12.86
NAME	BEGINNING BALANCE	DEP ADJ +/-	NEW BALANCE	DWNERSHIP %		BALANCE	OWNERSHIP %	NET INTEREST	NEW BALANCE
KP Village Assn	10,187.74	0.00	10,182.93	7.9425%	KP Village Assn	10,187.74	7.9425%	1.02	10,188.77
KP Condo Assn	27,687.13	0.00	27,674.05	21.5852%	KP Condo Assn	27,687.13	21.5852%	2.78	27,689.91
K.P. Recreation	15,291.19	0.00	15,283.96	11.9212%	K.P. Recreation	15,291.19	11.9212%	1.53	15,292.72
Bluffs Condo Assn	51,168.49	0.00	51,144.31	39.8914%	Bluffs Condo Assn	51,168.49	39.8914%	5.13	51,173.62
K Hgts Condo Assn	11,093.72	0.00	11,088.48	8.6488%	K Hgts Condo Assr	11,093.72	8.6488%	1.11	11,094.84
K.Hgts. PUD Assn	12,792.64	0.00	12,786.59	9.9733%	K.Hgts. PUD Assn	12,792.64	9.9733%	1.28	12,793.92
Total	131,088.79	0.00	131,088.79	100.0000%	Total	131,088.79	100.0000%	12.86	131,101,65







- The PUD provides service to 16 on-site septic systems
  - » Approximately 355 customers or 391 billing units
- Rates are assessed per unit on a fixed monthly charge basis
  - » Standard rate: \$30.80 per month
    - Low income rate available: \$21.56
  - » Kala Point rate: \$20.00 per month
- Sewer utility is currently within the Water Division
  - » Rate are not set at cost
    - Water covers sewer deficiency

# Today's Focus

- Key policy questions for consideration
  - » Should rates transition to cost basis?
    - Right away?
    - Over time?
    - Remain below cost?
  - » Should there be a rate differential between systems?
    - One system approach?
      - Postage stamp rates
    - System specific rates?

# **Key Assumptions & Process**

- 2020 water rate analysis utilized
  - » Budget and forecast
- Sewer expenses isolated from water division
  - » Direct sewer expenses from budget
    - Budget and actual labor, materials and supplies expenses
    - Electricity
  - » Share of general costs
    - Customer accounts expenses
    - Administrative & general expenses
  - » Share of capital
  - » Does not include reserve funding

# **≫** K

# **Key Assumptions & Process** (continued)

# Evaluated 3 systems for rate making

- » Kala Point currently under Kala Point rates
- » Beckett Point currently under Standard rates
- » Standard currently under Standard rates

# Sewer only expenses allocated to each system

- » Direct expenses allocation
- » Labor costs based on historical work order & direct labor data
  - Assumed 25% of time spent on general administrative tasks
- » Customer accounts expenses based on accounts
- » Administrative & general expenses based on all other costs

# Work Order & Direct Labor Summary

## **Includes**

- Labor & overhead
- **Materials**
- Fleet
- Contractor labor
- Miscellaneous expenses

# Cost shares fluctuated year to year; utilized a 3-year average

System	2018	2019	2020	3-Year Avg.
Standard	52%	39%	28%	39%
Beckett Point	31%	44%	53%	43%
Kala Point	17%	17%	20%	18%
Total	100%	100%	100%	100%

Note: 2020 included one time replacement costs in Beckett Point.

# **Expense Summary**

Evnanasa	System								2	021 Total
Expenses	Standard			Beckett	Kala		All Other		2021 IUlai	
Electricity	\$	16,163	\$	10,000	\$	13,837	\$	-	\$	40,000
Distribution operations		-		-		-		14,596		14,596
Distribution maintenance		58,594		64,967		27,214		562		151,337
Customer accounts expenses		5,624		3,925		4,815		-		14,364
Administrative & general		-		-		-		96,692		96,692
Total O&M Expenses	\$	80,381	\$	78,892	\$	45,867	\$	111,850	\$	316,989
% share		39%		38%		22%				100%
Redistribution of As All Other		43,827		43,015		25,008		(111,850)		-
Total O&M Expenses	\$	124,208	\$	121,907	\$	70,875	\$	•	\$	316,989
Capital		4,033		2,814		3,453		-		10,300
Taxes		-		-		-		3,501		3,501
Total Expenses	\$	128,241	\$	124,721	\$	74,328	\$	3,501	\$	330,791
% share		39%		38%		23%				
Redistribution of As All Other		1,372		1,334		795		(3,501)		-
Total Revenue Requirement	\$	129,612	\$	126,056	\$	75,123	\$	-	\$	330,791

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FCS GROUP Slide 17



Expenses		20	21 Total				
LAPEIISES	5	Standard	Beckett	Kala	2021 Total		
Total Revenue Requirement	\$	129,612	\$ 126,056	\$ 75,123	\$	330,791	
Billable units		145	101	145		391	
\$/Unit per month	\$	74.62	\$ 104.00	\$ 43.23	\$	70.58	
Existing monthly rate	\$	30.80	\$ 30.80	\$ 20.00			

### Items for consideration

- » All rates are currently below cost
- » Data limitations
  - Plant asset distribution by system
  - Work order tracking precision between all systems and admin time
- » If rates are separated by system, who should subsidize whom?
  - Standard is made up of 14 systems, should they be separate?
  - Should standard only subsidize Beckett?
  - Should Kala point subsidize Beckett?

# Next Steps

## Direction needed

- » Adjust sewer rates to cost overall?
- » Rate structure considerations
  - One system approach?
  - Keep the existing rates by system?
  - Expand number of rates available by system?
    - Greater data limitations
  - Who should subsidize whom?

# Thank you! Questions?

www.fcsgroup.com





# PUBLIC UTILITY DISTRICT NO. 1 of Jefferson County

April 20, 2021

#### Board of Commissioners Regular Meeting

#### **Draft Minutes**

The Regular Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 5:00 p.m. on April 20, 2021. Present:

Commissioner Dan Toepper. President
Commissioner Kenneth Collins, Vice President
Commissioner Jeff Randall, Secretary \(on phone\)
Kevin Streett, General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Director
Don McDaniel, Consultant
Samantha Harper, Engineering Director
Lori Rae, Operations Supervisor

Recording Secretary Cammy Brown not in attendance. Complete list of attendees not available

#### 1. CALL TO ORDER:

Commissioner Dan Toepper called the regular meeting of the Jefferson County PUD No. 1 Board of Commissioners for April 20, 2021, to order at 5:00 p.m.

Commissioner Dan Toepper began the meeting by reading the Governor's Extended

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Proclamation 20-28. A roll call was taken. All three commissioners were present. A quorum was established.

#### 2. AGENDA REVIEW:

**MOTION:** Commissioner Kenneth Collins made a motion to approve the Agenda as presented.

Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

- **PUBLIC COMMENT:** Commissioner Dan Toepper presented the guidelines for members of the public to submit their comments.
  - □ Comment regarding the proposed changes in PUD rates, The PUD CAB (Citizen Advisory Board) has not been involved in any way. Why was the CAB completely excluded from the rate study not only this time but the prior rate study also?
- **4.** <u>APPROVAL AND ADOPTION OF THE CONSENT AGENDA:</u> Commissioner Dan Toepper read the Consent Agenda guidelines.

**MOTION:** Commissioner Jeff Randall made a motion to approve and adopt the Consent Agenda as presented. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

**4.1 PRIOR MINUTES:** None for this meeting.

#### 4.2 VOUCHERS

Voucher Approval Form for the Commissioners.
Voucher Certification with Supporting Warrant Register & Payroll.

#### **VOUCHER CLAIM FORMS FOR INVOICES PAID:**

WARRANTS	AMOUNT	DATE
Accounts Payable: #125907 to #125959	\$ 323,688.30	04/01/2021
Accounts Payable: #125960 to #126004	\$ 331,191.20	04/08/2021
Payroll Checks: # 70872 to #70876	\$ 10,112.12	04/02/2021
Payroll Direct Deposit	\$ 124,191.94	04/02/2021
TOTAL INVOICES PAID	\$ 789,183.56	
		D 0 (0

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WIRE TRANSFERS PAID	AMOUNT	DATE
Peterson Lake	14,328.62	04/01/2021
GRAND TOTAL	\$ 803.512.18	

- **4.3 FINANCIAL REPORT:** Written Off Accounts. Written Off Accounts Motion.
- 4.4 CALENDAR.

PUD Calendar April 6, 2021.

#### **END OF CONSENT AGENDA.**

#### 5. MANAGER AND STAFF REPORTS:

- **5.1** Customer Service Presentation: Customer Service Director Jean Hall gave a presentation on customer service and some of the adjustments that the Customer Service Department has had to make since the onset of COVID-19.
- 5.2 New Building Update: PUD Consultant Don McDaniel gave a report. Eighty days were lost due to COVID-19 pandemic. This caused material delays, work staging problems and onsite testing issues. Eleven different consultants that were working on the project were disrupted. The new building project should be 98% completed by end of April with a couple of items to be done into May.
- 5.3 April 22<sup>nd</sup> Special Meeting Meter Replacement Agenda. General Manager Kevin Streett gave a brief report. The PUD is beginning the meter replacement program. There will be a kick-off meeting with FCS and the BOC to go over the options and how to move it forward on April 22, 2021. Details on what will be discussed at the meeting is on the PUD website. There was some discussion on the CAB with respect to strategic planning and the joint meeting between the BOC and the CAB. There was an update on the strategic plan timeline.

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#### 6. OLD BUSINESS:

**6.1** Adoption of Water Rates and Resolution. General Manager Kevin Streett gave a report. The rate increases would allow the water utility to start to become a financially sustainable utility. There was considerable discussion. Details can be heard on audio recording <a href="https://www.jeffpud.org">www.jeffpud.org</a>.

<u>MOTION:</u> Commissioner Jeff Randall made a motion that the Board of Commissioners adopt a resolution of the Board of Commissioners of the Public Utility District No. 1 of Jefferson County revising, updating, and approving certain changes to the PUD water rates. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

No public comment.

6.2 Adoption of new Rate Schedule for Lighting and Resolution. General Manager Kevin Streett gave a report. The City of Port Townsend has a grant application that will fund a replacement of all the old lights to LED lights. This replacement includes labor. These are lights the PUD maintains. The grant opportunity ends the last day in April. The city would put the resolution in their application grant. This would replace approximately 300 lights in Port Townsend with new LED lights not only saving the city money, but it would save electricity. There will be a minimum saving of 57-watt savings per light. 100% funded for new lights throughout the City of Port Townsend.

<u>MOTION:</u> Commissioner Dan Toepper made a motion to adopt the resolution by the Board of Commissioners of Public Utility District No. 1 of Jefferson County revising, removing, and superseding the lighting and miscellaneous service rates established in Resolution No. 2018-029. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

No public comment.

- **6.3 Proposed Broadband Rates.** General Manager Kevin Streett gave a report. Details of discussion can be heard on the audio recording at <a href="https://www.jeffpud.org">www.jeffpud.org</a>.
- 7. **NEW BUSINESS:** No new business.
- 8. COMMISSIONER REPORTS.

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#### **Commissioner Dan Toepper:**

- 4/8 Attended WPUDA legislative update.
- 4/9 Met with General Manager Kevin Streett.
- 4/10 Took a tour at the grounds and remodel at 310 Four Corners.
- 4/13 Attended BOC Special Meeting (Broadband).
- 4/14 Attended WPUDA Commissioner Training.
- 4/15 Attended WPUDA committee meetings. Commissioner Kenneth Collins was elected President of WPUDA. .
- 4/16 Attended WPUDA Board of Directors' meeting.
- 4/22 Will attend JeffCom meeting.
- 4/22 Will attend BOC Special Meeting Meter Replacement.
- 4/23 Will meet with General Manager Kevin Streett.
- 4/27 Will attend BOC Special Meeting Jackson/Thornton Exit Audit.
- 4/28 to
- 4/30 Will attend RUS staff training.

#### **Commissioner Jeff Randall:**

- 4/8 Attended WPUDA Legislative update.
- 4/13 Attended BOC Special Meeting (Broadband).

  Met with Jefferson County Commissioner Dean. (report).
- 4/14 Had a phone meeting with General Manager Kevin Streett.
- 4/22 Will attend BOC Special Meeting Meter Replacement.
- 4/27 Will attend BOC Special Meeting Jackson/Thornton Exit Audit.

#### **Commissioner Kenneth Collins:**

- 4/7 Attended Special NoaNet Board Meeting. Craig Nelson is now permanent CEO.
- 4/7 Attended training on the RUS accounting system.
- 4/8 Attended WPUDA legislative update.
- 4/9 Attended JBAT meeting.
- 4/13 Attended BOC Special Meeting (Broadband).
- 4/13 Attended a conference with Jerry Wilson.
- 4/14 to
- 4/16 Attended WPUDA committee meetings.
- 4/20 Met with General Manager Kevin Streett.

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- 4/21 Will attend Board Meeting of Energy Northwest.
- 4/22 Will attend meeting online with WPUDA Legislative update.
- 4/22 Will attend BOC Special Meeting Meter Replacement.
- 4/23 Will attend JBAT meeting.
- 4/23 Will attend tour of PUD new facilities.
- 4/27 Will attend BOC Special Meeting Jackson/Thornton Exit Audit.
- 4/29 Will attend WPUDA legislative update.
- 4/30 Will attend JBAT meeting.
- 5/3 Will meet with General Manager Kevin Streett.

#### 9. ADJOURNMENT:

Commissioner Dan Toepper declared the April 20, 2021, Regular Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 6:24 p.m.

Minutes pr Recording Secreta Approved:	· · · · · · · · · · · · · · · · · · ·
Commissioner Jeff Randall, Secretary	 Date
Attest:	
Commissioner Dan Toepper, President	Date
Commissioner Kenneth Collins, Vice President	 Date

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

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#### **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 \$3,480,784.91 on this 20TH day of JULY 2021;

Dan Toepper	Kenneth Collins	Jeff Randall
President	Vice President	Secretary

#### PAYMENTS TO BE APPROVED:

		WAR	RANTS					AMOUNT	DATE
Accounts Payable:	#	126566	to	#	126607		\$	153,669.58	7/1/2021
Accounts Payable:	#	126608	to	#	126670		\$	466,320.22	7/8/2021
Payroll Checks:	#	70916	to	#	70920		\$	10,411.04	7/9/2021
Payroll Direct Depos	sit:						\$	134,147.00	7/9/2021
тот	TOTAL INVOICES PAID							\$764,547.84	
WIR	E TF	RANSFERS	PAID					AMOUNT	DATE
USDA Peter BPA	-	S Loan Lake					\$ \$ \$	1,522,931.45 14,328.62 1,178,977.00	7/1/2021 7/1/2021 7/12/2021
PAY	MEI	NT TOTAL						\$3,480,784.91	

**VOIDED WARRANTS** 

#### **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	7/15/2021
_		Mike Barley, Financial Director / District Auditor	Date

		VOL	JCHER C	LAII	M FORMS	FOR INVO	ICES PAID:	
		WAF	RRANTS				AMOUNT	DATE
Accounts Payable:	#	126566	to	#	126607	\$	153,669.58	7/1/2021
Accounts Payable:	#	126608	to	#	126670	\$	466,320.22	7/8/2021
Payroll Checks:	#	70916	to	#	70920	\$	10,411.04	7/9/2021
Payroll Direct Depos	it:					\$	134,147.00	7/9/2021
тотл	AL II	NVOICES F	PAID				\$764,547.84	
WIR	E TR	RANSFERS	PAID				AMOUNT	DATE
USDA Peter BPA		S Loan Lake				\$ \$ \$	1,522,931.45 14,328.62 1,178,977.00	7/1/2021 7/1/2021 7/12/2021
GRA	ND	TOTAL				•	\$3,480,784.91	<u> </u>

**VOIDED WARRANTS** 

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# Accounts Payable Check Register

## 06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126566 7/1/21	СНК	10833	2 GRADE LLC	CNDT INSTL - SR101,LELAND CREEK BRIDGE	4,465.85
126567 7/1/21	СНК	10808	A & J FLEET SERVICES, INC	OIL CHANGE TRUCK# 103	375.85
126568 7/1/21	СНК	10146	A. MILLICAN CRANE SERVICE INC	MOVED REGULATOR - IRONDALE SUBSTATION	1,985.62
126569 7/1/21	СНК	10006	AFLAC	AFLAC BILL JUN 2021	60.48
				AFLAC BILL JUN 2021	26.40
				AFLAC BILL JUN 2021	138.36
				Total for Check/Tran - 126569:	225.24
126570 7/1/21	СНК	10481	AMAZON	SPLICING KIT	49.04
126571 7/1/21	СНК	10485	ARNETT INDUSTRIES, LLC	REPAIR PINPOINTER	374.68
126572 7/1/21	СНК	10016	ASPLUNDH TREE EXPERT CO	WEED CONTROL FOR WEEK ENDING 6/12/2021	2,320.60
126573 7/1/21	СНК	10870	BIG BLUE PRESSURE WASHING AND L	5 SUBSTATIONS: MOWING 6/16	445.50
126574 7/1/21	СНК	9998	JENNIFER L. BLAIS	Credit Balance Refund	6.31
126575 7/1/21	СНК	9998	JENNIFER L. BLAIS	Credit Balance Refund	146.75
126576 7/1/21	СНК	10045	CENTURY LINK-S	PHONE SERVICE - JUN 2021	66.06
				PHONE SERVICE - JUN 2021	16.52
				PHONE SERVICE - JUN 2021	31.17
				PHONE SERVICE - JUN 2021	7.79
				Total for Check/Tran - 126576:	121.54
126577 7/1/21	CHK	10055	CONSOLIDATED ELECTRICAL DISTRIB	CONDUIT SWEEP	982.66
126578 7/1/21	СНК	10825	DOCUSIGN, INC	DOCUSIGN YR 20F3 6/19/2021-6/18/2022	2,879.12
<b>U</b> 126579 7/1/21	СНК	10735	TOD C EISELE	BOOT REIMBURSEMENT	246.55
Φ126580 7/1/21	СНК	10085	FASTENAL	TAPE & WD-40	61.18
90				RED&WHITE MARKING CHALK	95.96
<b>今</b>				BATTERIES	1.73
90 of 13ଞ୍ଚୁ			/pro/rpttemplate/acct/2.4	9.1/ap/AP_CHK_REGISTER.xml.rpt	

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06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
·				SFTY GLS,GLVS,LED LIGHT		128.20
				BATTERIES		0.43
				WAREHOUSE - MIXSTICKS		49.03
					Total for Check/Tran - 126580:	336.53
126581 7/1/21	СНК	10821	FCS GROUP	METER RPLCMNT ANALYSIS THRU 6/18/202	21	13,811.25
126582 7/1/21	СНК	10094	GENERAL PACIFIC, INC	TANK GROUNDS		979.72
126583 7/1/21	СНК	10454	GLOBAL RENTAL COMPANY INC	AT40-G BUCKET RNTL VEH#415 6/16-7/13		2,943.00
				AT37-G BUCKET RNTL VEH#410 6/19-7/16		2,725.00
				AT40-G BUCKET RNTL VEH#416 6/23-7/20		2,953.80
				AA55 DBLMN BUCKET VEH#414 6/23-7/20		3,719.60
				RETURN OF VEH# 408 6/23-7/01		-879.11
					Total for Check/Tran - 126583:	11,462.29
126584 7/1/21	CHK	10103	H D FOWLER	AIR/VAC RELEASE VALVE FOR THE COYLE	E	1,018.73
126585 7/1/21 CHK 10104	10104	HADLOCK BUILDING SUPPLY, INC.	210/310 - SIDING & GUTTER REPAIR		27.03	
				210/310 - SIDING & GUTTER REPAIR		6.76
				SHOP - TOOLS		13.07
					Total for Check/Tran - 126585:	46.86
126586 7/1/21	CHK	10110	HENERY HARDWARE	PORT - FIBER SPLICING MATERIALS		28.33
126587 7/1/21	СНК	10839	IRBY ELECTRICAL UTILITES	STANDOFF BRACKET 15" & SIDEBY		306.85
				SIDEBY		106.37
					Total for Check/Tran - 126587:	413.22
126588 7/1/21	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	PARKING LOT SWEEPER - MAY 2021		513.60
				PARKING LOT SWEEPER - MAY 2021		128.40
U 2 2					Total for Check/Tran - 126588:	642.00
126589 7/1/21	СНК	10129	JIFFY LUBE	VEH# 410 - OIL CHANGE		107.76
126590 7/1/21 24	СНК	10348	KEMP WEST, INC	TT T&M - MARROWSTONE,BYWATER 6/15-6	6/17	8,224.63
<del>-</del>				TT T&M - EAGLEMOUNT, BRUSH MOWING		5,060.25

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## 06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amoun
		_		Total for Check/Tra	an - 126590: 13,284.8
126591 7/1/21	СНК	10286	L & J ENTERPRISES	BRUSH HOG - COYLE & SWANSONVILLE&SNOWCRK	4,598.5
				GROUNDS WORK - 210 & 310 FOUR CRNRS	654.0
				GROUNDS WORK - 210 & 310 FOUR CRNRS	163.5
				Total for Check/Tra	an - 126591: 5,416.0
126592 7/1/21	СНК	9998	CONSTANCE MACDONALD	Credit Balance Refund	479.3
126593 7/1/21	СНК	10142	MASON COUNTY PUD #1	DOSEWALLIPS RD-PUMP ELEC - JUN 21	231.2
				BPA RD-PUMP ELEC - JUN 21	103.4
				WILLIAMS CT ELEC - JUN 21	41.2
				Total for Check/Tra	an - 126593: 375.9
126594 7/1/21	СНК	10143	MCDOWELL RACKNER & GIBSON PC	PROF SRVC:STRATEGIC PLANNING MAY 2021	6,818.8
				PROF SRVC:STRATEGIC PLANNING MAY 2021	1,704.7
				Total for Check/Tra	an - 126594: 8,523.5
126595 7/1/21	СНК	10166	NWPPA	ONLINEAD-RECRUIT JRNY LINE 5/17-10/30/21	750.0
126596 7/1/21	СНК	10167	OFFICE DEPOT	OPERATIONS - OFFICE SUPPLIES	38.4
				OPERATIONS - OFFICE SUPPLIES	9.6
				Total for Check/Tra	an - 126596: 48.0
126597 7/1/21	СНК	10170	OLYMPIC EQUIPMENT RENTALS	MOWER PART	20.9
				WAREHOUSE - STOCK	45.7
				Total for Check/Tra	an - 126597: 66.7
126598 7/1/21	CHK	10181	PENINSULA PEST CONTROL	RODENT SVC MO 310 FOUR CRNRS JUN 2021	65.4
				RODENT SVC MO 310 FOUR CRNRS JUN 2021	16.3
				BI-MONTHLY OHA SVC 310 FOUR CRNRS	69.8
Ō				BI-MONTHLY OHA SVC 310 FOUR CRNRS	17.4
20				PEST SVC QRTLY-20 SUNSHINE	54.5
Dage 000				PEST SVC QRTLY-GARDINER PUM	49.1
<u>ာ</u>				Total for Check/Tra	an - 126598: 272.7

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06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
126599 7/1/21	СНК	10210	RICOH USA, INC	211 CHIM (0626) IMAGES JUN 2021	_	298.45
				211 CHIM (0626) IMAGES JUN 2021		74.61
				210 4 CRNRS (0109) IMAGES JUN 2021		106.34
				210 4 CRNRS (0109) IMAGES JUN 2021		26.58
					Total for Check/Tran - 126599:	505.98
126600 7/1/21	СНК	10869	RITZ SAFETY LLC	FR CLOTHING		121.24
				FR CLOTHING		209.01
				FR CLOTHING		133.89
				FR CLOTHING		191.22
					Total for Check/Tran - 126600:	655.36
126601 7/1/21	СНК	10212	ROHLINGER ENTERPRISES INC	RECNDTN/TSTNG:QRTLY GLVE/BLANKET	TESTING	741.74
126602 7/1/21	СНК	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING:COLI/E.COLI VALIANI 6/15/21		23.00
				TESTING:IOC SKYWATER ESTATES 6/2/21		368.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
				TESTING: COLI/ECOLI MO JUN 2021		23.00
					Total for Check/Tran - 126602:	598.00
126603 7/1/21	CHK	10727	TITAN ELECTRIC, INC	DOCK WORK WKENDING 5/08-5/29/2021		63,535.98
T				DOCK WORK WKENDING 5/08-5/29/2021		5,032.96
P a G P 126604 7/1/21					Total for Check/Tran - 126603:	68,568.94
Φ 126604 7/1/21	CHK	10620	UPS	SHIPPING FEE-RETURN ENCLOSURES		85.92
ū C				SHIPPING FEE-REPAIR PINPOINTER		29.46
of 1364 5126604 7/1/21 of 1364					Total for Check/Tran - 126604:	115.38
51 <b>23</b> 4			/pro/rpttemplate/acct/2.49	0.1/ap/AP_CHK_REGISTER.xml.rpt		

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# Accounts Payable Check Register

## 06/29/2021 To 07/12/2021

Bank Account: 1 - 1ST SECURITY - AP

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07/13/2021

heck / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amour
26605 7/1/21	СНК	10615	US BANK	GIS CONFERNCE 5/25-5/27/21	40.0
				WAGISA MEMBERSHIP RENEWAL	25.0
				MTR RDR - STORAGE BINS	82.6
				MTR RDR - STORAGE BINS	-82.6
			WAREHOUSE - WATER & COFFEE	467.4	
			LINECREW - GRND GLV LINED DEVLAR	826.0	
				OPERATIONS - CIRC BRKR KITCHEN OVEN	49.0
				OPERATIONS - CIRC BRKR KITCHEN OVEN	12.2
				WPUDA -MONTHLY MEETINGS JUL TRVL EXP	159.
				WPUDA -MONTHLY MEETINGS JUL TRVL EXP	39.9
			BILLING - OFFICE 365 MNTHLY SUBSCRIPTION	83.	
			PHONE SERVICES	200.	
			SCADA - ALERT MONITORING	2.	
				WEBSITE SOFTWARE	28.
				WEBSITE STORAGE	68.
				BILLING - OFFICE 365 MNTHLY SUBSCRIPTION	20.
				PHONE SERVICES	50.
				SCADA - ALERT MONITORING	0.
				WEBSITE SOFTWARE	7.
				WEBSITE STORAGE	17.
				COMMISSIONER - PUD CELL PHONE ACTIVATION	24.
				COMMISSIONER - PUD CELL PHONE ACTIVATION	82.
				COMMISSIONER - PUD CELL PHONE ACTIVATION	6
				COMMISSIONER - PUD CELL PHONE ACTIVATION	20.
				SERVER ROOM - RACK ADAPTER	45.
				SERVER ROOM - RACK ADAPTER	11.
				PRE-EMPLY BACKGROUND CHECK PREAPPRENTICE	170.
				AD - JOURNEY LINEMAN RECRUITMENT	195.
				HUMAN RESOURCES TRAINING	432.
				SUMMER INTERN RECRUITMENT	297.0

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Accounts Payable Check Register 07/13/2021 6:24:07 AM

06/29/2021 To 07/12/2021

Type	Vendor	Vendor Name	Reference		Amount
			HUMAN RESOURCES TRAINING	_	108.00
			SUMMER INTERN RECRUITMENT		74.41
			WO#721004 HOH FBR PROJECT - FUEL		52.29
			WPUDA - CONFERENCE TRVL EXP		159.72
			EEI PROGRAM - ENVELOPES		17.52
			WEBSITE SOFTWARE		26.18
			AD - WEBSITE IMAGES		92.00
			FACEBOOK AD		100.00
			FACEBOOK AD		60.00
			FACEBOOK AD		140.00
			WPUDA - CONFERENCE TRVL EXP		39.93
			EEI PROGRAM - ENVELOPES		4.38
			WEBSITE SOFTWARE		6.54
			AD - WEBSITE IMAGES		23.00
			FACEBOOK AD		25.00
			FACEBOOK AD		15.00
			FACEBOOK AD		35.00
				Total for Check/Tran - 126605:	4,363.23
CHK	10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB5/16-6/15/2021		280.21
			CELL PHONE SERVICE QB5/16-6/15/2021		272.40
			CELL PHONE SERVICE QB5/16-6/15/2021		76.36
			CELL PHONE SERVICE QB5/16-6/15/2021		129.80
			CELL PHONE SERVICE QB5/16-6/15/2021		25.96
			CELL PHONE SERVICE QB5/16-6/15/2021		134.33
			CELL PHONE SERVICE QB5/16-6/15/2021		213.41
			CELL PHONE SERVICE QB5/16-6/15/2021		176.62
			CELL PHONE SERVICE QB5/16-6/15/2021		59.64
			CELL PHONE SERVICE QB5/16-6/15/2021		111.56
			CELL PHONE SERVICE QB5/16-6/15/2021		59.64
			CELL PHONE SERVICE QB5/16-6/15/2021		28.63
				HUMAN RESOURCES TRAINING SUMMER INTERN RECRUITMENT WO#721004 HOH FBR PROJECT - FUEL WPUDA - CONFERENCE TRVL EXP EEI PROGRAM - ENVELOPES WEBSITE SOFTWARE AD - WEBSITE IMAGES FACEBOOK AD FACEBOOK AD FACEBOOK AD WPUDA - CONFERENCE TRVL EXP EEI PROGRAM - ENVELOPES WEBSITE SOFTWARE AD - WEBSITE IMAGES FACEBOOK AD CHK 10258  VERIZON WIRELESS, BELLEVUE  CELL PHONE SERVICE QB5/16-6/15/2021	HUMAN RESOURCES TRAINING SUMMER INTERN RECRUITMENT WOØ721004 HOH FBR PROJECT - FUEL WPUDA - CONFERENCE TRYL EXP EEI PROGRAM - ENVELOPES WEBSITE SOFTWARE AD - WEBSITE IMAGES FACEBOOK AD F

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Check / Tran Date	Pmt Type Vendor	Vendor Name	Reference	Amoun
			CELL PHONE SERVICE QB5/16-6/15/2021	65.57
			CELL PHONE SERVICE QB5/16-6/15/2021	15.58
			CELL PHONE SERVICE QB5/16-6/15/2021	36.50
			CELL PHONE SERVICE QB5/16-6/15/2021	18.1
			CELL PHONE SERVICE QB5/16-6/15/2021	23.0
			CELL PHONE SERVICE QB5/16-6/15/2021	47.7
			CELL PHONE SERVICE QB5/16-6/15/2021	109.2
			CELL PHONE SERVICE QB5/16-6/15/2021	47.7
			CELL PHONE SERVICE QB5/16-6/15/2021	109.2
			CELL PHONE SERVICE QB5/16-6/15/2021	51.92
			CELL PHONE SERVICE QB5/16-6/15/2021	104.70
			CELL PHONE SERVICE QB5/16-6/15/2021	20.7
			CELL PHONE SERVICE QB5/16-6/15/2021	91.0
			CELL PHONE SERVICE QB5/16-6/15/2021	41.5
			CELL PHONE SERVICE QB5/16-6/15/2021	10.8
			CELL PHONE SERVICE QB5/16-6/15/2021	140.6
			CELL PHONE SERVICE QB5/16-6/15/2021	38.9
			CELL PHONE SERVICE QB5/16-6/15/2021	220.6
			CELL PHONE SERVICE QB5/16-6/15/2021	39.1
			CELL PHONE SERVICE QB5/16-6/15/2021	31.1
			CELL PHONE SERVICE QB5/16-6/15/2021	22.7
			CELL PHONE SERVICE QB5/16-6/15/2021	10.3
			CELL PHONE SERVICE QB5/16-6/15/2021	43.4
			CELL PHONE SERVICE QB5/16-6/15/2021	35.1
			CELL PHONE SERVICE QB5/16-6/15/2021	51.9
			SCADA CRADLEPNT DEVICE QB 5/20-6/19/21	923.9
Ö			WIFI IN TRUCKS QB 5/20-6/19/21	382.9
304			WIFI RANDOM QB 5/20-6/19/21	415.9
0			WIFI IN TRUCKS QB 5/20-6/19/21	480.2
Dane of of			WIFI RANDOM QB 5/20-6/19/21	103.98
<u></u> →			SCADA CRDLEPNT DEVICE QB 5/23-6/22/2021	75.18

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# 06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
		_			Total for Check/Tran - 126606:	5,378.70
126607 7/1/21	СНК	10680	WELLSPRING FAMILY SERVICES	EAP SVC - JUN 2021		42.34
				EAP SVC - JUN 2021		10.58
					Total for Check/Tran - 126607:	52.92
126608 7/8/21	СНК	10808	A & J FLEET SERVICES, INC	AIR LEAK FIXED FOR TRUCK 130		242.01
126609 7/8/21	СНК	10012	ALTEC INDUSTRIES, INC	START/STOP SWITCH TAILSHELF VEH#130	)	1,462.15
126610 7/8/21	СНК	10481	AMAZON	KEYBOARDS AND APC UPS UNITS		202.12
				KEYBOARDS AND APC UPS UNITS		50.54
				MACHETE		98.44
				SPLICING MANUAL		28.31
				DASHBOARD COVER TRUCK# 133		31.51
				TRUCK BOX- TRUCK# 129		505.32
				PORTABLE COOLER		654.58
					Total for Check/Tran - 126610:	1,570.82
126611 7/8/21	CHK	10152	AMERIGAS6903	10 OLY RIDGE DR P.LUDLOW-PROPANE PU	JRCHAS	138.04
126612 7/8/21	СНК	10447	ANIXTER INC.	TRUNNION CLAMPS		294.57
126613 7/8/21	СНК	10016	ASPLUNDH TREE EXPERT CO	WEED CONTROL FOR WEEK ENDING 6/12/2	2021	257.85
126614 7/8/21	СНК	10688	MIKE BAILEY	PHONE ALLOWANCE - JUN 2021		36.00
				PHONE ALLOWANCE - JUN 2021		9.00
					Total for Check/Tran - 126614:	45.00
126615 7/8/21	CHK	10838	ZACHARY BARBIETO	BOOT/TOOL ALLOWANCE 2021		117.17
				BOOT/TOOL ALLOWANCE 2021		117.16
ַ ע					Total for Check/Tran - 126615:	234.33
126616 7/8/21	CHK	10870	BIG BLUE PRESSURE WASHING AND L	GRND MAINTENANCE - 210&310 FR CRNS	6/30	218.20
9				GRND MAINTENANCE - 210&310 FR CRNS	6/30	54.55
7 0				5 SUBSTATIONS: MOWING 6/30		445.50
97 of 13∯			/pro/rpttemplate/acct/2.4	9.1/ap/AP_CHK_REGISTER.xml.rpt	Total for Check/Tran - 126616:	718.25

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
126617 7/8/21	СНК	10641	MELISSA J BLAIR	OFFICE SUPPLIES		9.15
				OFFICE SUPPLIES		2.29
					Total for Check/Tran - 126617:	11.44
126618 7/8/21	CHK	10044	CENTURY LINK QCC-P	PHONE SERVICE - JUN 2021		10.46
				PHONE SERVICE - JUN 2021		2.62
					Total for Check/Tran - 126618:	13.08
126619 7/8/21	CHK	10045	CENTURY LINK-S	PHONE SERVICE - JUL 2021		114.96
				PHONE SERVICE - JUL 2021		28.74
				PHONE SERVICE - JUL 2021		46.26
				PHONE SERVICE - JUL 2021		11.57
					Total for Check/Tran - 126619:	201.53
126620 7/8/21	CHK	10046	CENTURYLINK	LOW SPD DATA & 2WIRE JUL 2021		78.08
				LOW SPD DATA & 2WIRE JUL 2021		19.52
				LOW SPD DATA & 2WIRE JUL 2021		31.17
				LOW SPD DATA & 2WIRE JUL 2021		7.79
					Total for Check/Tran - 126620:	136.56
126621 7/8/21	CHK	10051	CITY OF PORT TOWNSEND-UTILITY	KEARNEY SUBST - JUN 2021		194.72
126622 7/8/21	СНК	10068	DISCOVERY BAY GROUP, LLC	CONSULTING SERVICE JUN 2021		1,000.00
				CONSULTING SERVICE JUN 2021		4,500.00
					Total for Check/Tran - 126622:	5,500.00
126623 7/8/21	CHK	10069	DM DISPOSAL CO INC	2YD OCC-4CRNRS JUN-2021		120.73
				2YD OCC-4CRNRS JUN-2021		30.18
					Total for Check/Tran - 126623:	150.91
126624 7/8/21	СНК	10086	FERGUSON ENTERPRISES, INC NW	TRAILS END (SOUTH PT)-SEPTIC PUMP	PARTS	1,608.62
126624 7/8/21	СНК	10094	GENERAL PACIFIC, INC	TAPE		584.78
0 0 126626 7/8/21	СНК	10581	GLOBALSTAR, INC.	SATELLITE PHONE SVC 1YR 5/31/21-5/30	)/22	2,825.51

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# 06/29/2021 To 07/12/2021

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
126627 7/8/21	СНК	10098	GRAINGER	PCB TRANSFORMER DECAL	_	75.09
126628 7/8/21	СНК	10103	H D FOWLER	WATER PARTS - NUTS & SADDLES		89.46
126629 7/8/21	СНК	10104	HADLOCK BUILDING SUPPLY, INC.	CLEVELAND OLD FLAGLER - SEED		28.36
				SHOP - BLUE MARKING PAINT		30.50
				WAREHOUSE - TARP		30.54
				FLEET STOCK - SEALANT		9.81
				HR - DROP BOX		8.60
				HR - DROP BOX		2.15
					Total for Check/Tran - 126629:	109.96
126630 7/8/21	CHK	10396	JEAN M HALL	PHONE ALLOWANCE - JUN 2021		36.00
				PHONE ALLOWANCE - JUN 2021		9.00
					Total for Check/Tran - 126630:	45.00
126631 7/8/21	СНК	10384	HDR ENGINEERING INC	TASK1 - MISC ON CALL SVC 4/25-5/22		1,748.12
126632 7/8/21	СНК	10113	HRA VEBA TRUST CONTRIBUTIONS	VEBA BENEFIT JUNE 2021		2,160.00
				VEBA DEDUCTION JUNE 2021		1,300.00
					Total for Check/Tran - 126632:	3,460.00
126633 7/8/21	СНК	10114	IBEW LOCAL UNION NO 77	UNION DUES IBEW - JUNE 2021		2,139.48
126634 7/8/21	СНК	10839	IRBY ELECTRICAL UTILITES	STREETLIGHT-LED PROG 40W 3000K		5,760.48
126635 7/8/21	СНК	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX		3,212.08
				EMPLOYER'S MEDICARE TAX		3,212.08
				EMPLOYEES' FICA TAX		13,734.24
				EMPLOYER'S FICA TAX		13,734.24
_				EMPLOYEES' FEDERAL WITHHOLDING		13,902.08
Page				EMPLOYEES' FEDERAL WITHHOLDING TA	$\Lambda X$	10,039.27
ge 9					Total for Check/Tran - 126635:	57,833.99
<b>©</b> 126636 7/8/21	CHK	10532	JEFFERSON COUNTY PUD PAYROLL A	AC PR 07.09.2021-DIRECT DEPOSIT CHECKS		134,147.00
of 134				PR 07.09.2021-MANUAL CHECKS		10,411.04
51 <b>66</b> 4			/pro/rpttemplate/acct/2.	49.1/ap/AP_CHK_REGISTER.xml.rpt		

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## 06/29/2021 To 07/12/2021

	Reference	Vendor Name	Vendor	Pmt Type	Check / Tran Date
Total for Check/Tran - 126636:			_		
	OIL CHANGE FOR TRUCK # 133	JIFFY LUBE	10129	СНК	126637 7/8/21
	VEH#129 - OIL CHANGE				
Total for Check/Tran - 126637:					
	PHONE ALLOWANCE - JUN 2021	ANNETTE JOHNSON	10320	СНК	126638 7/8/21
	PHONE ALLOWANCE - JUN 2021				
Total for Check/Tran - 126638:					
	TT T&M - 49TH ST 6/24	KEMP WEST, INC	10348	СНК	126639 7/8/21
LIFF&KALA	BRUSH HOG - SHINE QUARRY, BAYCI	L & J ENTERPRISES	10286	CHK	126640 7/8/21
	BRUSH HOG - OAK BAY RD				
TAP)	EXCAVATING - TEAL LAKE (WATER T				
LE	GRAVEL DELIVERY - WOLF RD, COYI				
COYLE	EXCAVATING&CLEANUP - WOLF RD,				
RD	GRAVEL DELIVERY - 282 PETE BECK				
Total for Check/Tran - 126640:					
	SHRED 4CRNR JUN-21	LEMAY MOBILE SHREDDING	10134	CHK	126641 7/8/21
	SHRED 4CRNR JUN-21				
Total for Check/Tran - 126641:					
JN-21	DISPOSAL 4CRNR 2YD CONT 1XWK JU	MURREY'S DISPOSAL CO., INC.	10153	CHK	126642 7/8/21
JN-21	DISPOSAL 4CRNR 2YD CONT 1XWK JU				
TL JUN-21	DISPOSAL 4CRNR 30YD ROLL OFF RN				
TL JUN-21	DISPOSAL 4CRNR 30YD ROLL OFF RN				
	DISPOSAL 21 KENNEDY JUN-21				
	DISPOSAL 21 KENNEDY JUN-21				п
21	DISPOSAL 210 2YD CONT 1XWK JUN-2				) )
21	DISPOSAL 210 2YD CONT 1XWK JUN-2				<u> </u>
Total for Check/Tran - 126642:					Dage 100
	CONTAINMENT BAGS	NEW PIG CORPORATION	10417	СНК	<b>2</b> 126643 7/8/21

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amoun
126644 7/8/21	СНК	10667	NORTHWEST OPEN ACCESS NETWORK	FIBER REVENUE SHARING JUN 2021	_	862.50
126645 7/8/21	СНК	10164	NW LABORERS 252 (DUES)	UNION DUES LABORERS - JUNE 2021		720.00
126646 7/8/21	СНК	10165	NW LABORERS-EMPLOYERS TRUST FU	MEDICAL PREMIUM AUG 2021		16,362.00
126647 7/8/21	СНК	10631	WILLIAM P O'DONNELL	PHONE ALLOWANCE - JUN 2021		36.00
				PHONE ALLOWANCE - JUN 2021		9.00
					Total for Check/Tran - 126647:	45.00
126648 7/8/21	СНК	10167	OFFICE DEPOT	WAREHOUSE/OPS/310 TRPWDE-OFFICE SUI	PPLIES	254.45
				WAREHOUSE/OPS/310 TRPWDE-OFFICE SUI	PPLIES	63.61
				OPERATIONS - OFFICE SUPPLIES		261.64
				OPERATIONS - OFFICE SUPPLIES		65.41
					Total for Check/Tran - 126648:	645.11
126649 7/8/21	СНК	10169	OLYCAP	PWRBST/OLYCAP JUNE 2021		1,158.34
126650 7/8/21	СНК	10170	OLYMPIC EQUIPMENT RENTALS	CLEVELAND OLD FLAGLER-DUMP TRLR R	NTL	70.92
				OLYMPIC MOBILE VILLAGE - MATERIAL		26.28
					Total for Check/Tran - 126650:	97.20
126651 7/8/21	СНК	10610	OVERTON POWER DISTRICT NO 5	METER - SHIPPING COST		78.14
126652 7/8/21	СНК	10176	PAIR NETWORKS	DOMAIN SHARED HOSTING 1Y 7/01/21-6/30	/22	52.55
				DOMAIN SHARED HOSTING 1Y 7/01/21-6/30	/22	13.14
					Total for Check/Tran - 126652:	65.69
126653 7/8/21	CHK	10193	PORT TOWNSEND LEADER	LEGALS: VEH# 102 AUCTION 6/2/21		60.00
				EMPLY SRVC:CUST SRVC BUSINESS AD 6/1	6/21	18.20
				EMPLY SRVC:CUST SRVC BUSINESS AD 6/2	2/21	18.20
Pa				EMPLY SRVC:CUST SRVC BUSINESS AD 6/2	23/21	18.20
<u>q</u> e				EMPLY SRVC:CUST SRVC BUSINESS AD 6/3	30/21	18.20
10				EMPLY SRVC:CUST SRVC BUSINESS AD 6/9	9/21	18.20
<u> </u>				EMPLY SRVC:CUST SRVC BUSINESS AD 6/1	6/21	4.55
Page 101 of 13∛				EMPLY SRVC:CUST SRVC BUSINESS AD 6/2	2/21	4.55
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## 06/29/2021 To 07/12/2021

	1 ype	Vendor	Vendor Name	Reference	Amour
		_	<del></del> -	EMPLY SRVC:CUST SRVC BUSINESS AD 6/23/21	4.5
				EMPLY SRVC:CUST SRVC BUSINESS AD 6/30/21	4.5
				EMPLY SRVC:CUST SRVC BUSINESS AD 6/9/21	4.5
				Total for Check/Tran - 126653:	173.7
126654 7/8/21	CHK	10195	PRECISION FIBER, INC	FIBER SPLICING - HOH PROJECT 5/24-5/25	831.3
				FIBER SPLICING - HOH PROJECT 5/24-5/25	-69.3
				FIBER SPLICING - CHIMACUM RD 5/26-5/27	403.7
				FIBER SPLICING - CHIMACUM RD 5/26-5/27	-33.6
				Total for Check/Tran - 126654:	1,132.0
126655 7/8/21	СНК	10203	PURMS JOINT SELF INSURANCE FUND	HEALTH & WELFARE JUN 2021	59,262.3
126656 7/8/21	СНК	10708	RCE TRAFFIC CONTROL, INC	FLAGGING - HWY104 & BEAVER VALLEY RD	540.0
126657 7/8/21	СНК	10471	RICOH USA , INC DALLAS	4CORNERS (MODULAR DBW) RENT 7/18-8/17	69.7
				4CORNERS (MODULAR DBW) RENT 7/18-8/17	17.4
				4CORNERS (MODULAR TRPLW) RENT 7/19-8/18	81.4
				4CORNERS (MODULAR TRPLW) RENT 7/19-8/18	20.3
				Total for Check/Tran - 126657:	189.0
126658 7/8/21	CHK	10210	RICOH USA, INC	310 4 CRNRS (7427) IMAGES JUN 2021	37.0
				310 4 CRNRS (7427) IMAGES JUN 2021	9.2
				310 TRPWID 4CRNRS (7683) IMAGES JUN 2021	9.7
				310 TRPWID 4CRNRS (7683) IMAGES JUN 2021	2.4
				310 4 CRNRS (8200) IMAGES JUN 2021	18.9
				310 4 CRNRS (8200) IMAGES JUN 2021	4.7
				4CRNRS IT MODLR (7287) IMAGES JUN 2021	8.1
				4CRNRS IT MODLR (7287) IMAGES JUN 2021	2.0
126659 7/8/21				Total for Check/Tran - 126658:	92.2
126659 7/8/21	СНК	10869	RITZ SAFETY LLC	FR CLOTHING	74.0
2				FR CLOTHING	1,006.0
				FR CLOTHING	202.9

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Bank Account: 1 - 1ST SECURITY - AP

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
				·	Total for Check/Tran - 126659:	1,283.07
126660 7/8/21	СНК	10331	ST VINCENT DE PAUL	PWRBST/ST VINCENT DE PAUL JUNE 2021		1,158.33
126661 7/8/21	СНК	10400	DONALD K STREETT	PHONE ALLOWANCE - JUN 2021		45.00
126662 7/8/21	СНК	10733	DANIEL S TOEPPER	BOC,MNGR MTNG,MAIL P/U 4/1-6/30/21		112.90
				BOC,MNGR MTNG,MAIL P/U 4/1-6/30/21		28.22
					Total for Check/Tran - 126662:	141.12
126663 7/8/21	CHK	10251	UGN - JEFFERSON COUNTY	UNITED GOOD NEIGHBORS EE		15.00
126664 7/8/21	СНК	10256	UTILITIES UNDERGROUND LOCATION	LOCATES - JUN 2021		78.69
				LOCATES - JUN 2021		86.43
					Total for Check/Tran - 126664:	165.12
126665 7/8/21	СНК	10328	VERIZON CONNECT NWF INC.	CUST#JEFF007 ALL VEH GPS - JUN 2021		394.02
				CUST#JEFF007 ALL VEH GPS - JUN 2021		186.39
					Total for Check/Tran - 126665:	580.41
126666 7/8/21	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE		12,416.79
				PL DEFERRED COMP ER		5,207.03
					Total for Check/Tran - 126666:	17,623.82
126667 7/8/21	СНК	10263	WA STATE DEPT OF HEALTH	RVW&APPRV OF PRJ REPORT - REYNOLDS	S WELL	131.00
126668 7/8/21	CHK	10265	WA STATE DEPT OF RETIREMENT SYST	RETIREMENT/REPORT #8828 JUNE 2021-PE	RS 2	85,166.67
				RETIREMENT/REPORT #8828 JUNE 2021-PE	RS 3	8,717.16
					Total for Check/Tran - 126668:	93,883.83
126669 7/8/21	CHK	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE		331.00
126670 7/8/21	СНК	10274	WESTBAY AUTO PARTS, INC.	FLEET STOCK - SIMPLE GREEN		19.10
126670 7/8/21				VEH#415 - HOSE ADAPTER		5.36
					Total for Check/Tran - 126670:	24.46

**Total Payments for Bank Account - 1:** (105)

619,989.80

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Bank Account: 1-1ST SECURITY - AP

Check / Pmt

Type Vendor Tran Date

**Vendor Name** 

Reference

Amount Total Voids for Bank Account - 1: (0)0.00

(105)**Total for Bank Account - 1:** 619,989.80

619,989.80 (105)**Grand Total for Payments:** 

**Grand Total for Voids:** (0) 0.00

619,989.80 **Grand Total:** (105)

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## 06/29/2021 To 07/12/2021

Bank Account: 1 - 1ST SECURITY - AP

Amount		Reference	Vendor Name	Vendor	Pmt Type	Check / Tran Date
5,428.86	_	H0015 PRINCIPAL	USDA-WIRE TRANSFER	10280	WIRE	146 7/1/21
867,043.54		H0010 PRINCIPAL				
29,753.05		NOTE SECT 9 INTEREST Q2 2021				
620,706.00		INTEREST Q2 2021				
1,522,931.45	Total for Check/Tran - 146:					
10,782.98		PETERSON LAKE WIRE PMT JUL 2021	PETERSON LAKE - WIRE PAYMENT	10809	WIRE	148 7/1/21
3,545.64		PETERSON LAKE WIRE PMT JUL 2021				
14,328.62	Total for Check/Tran - 148:					
1,068,848.00		PURCHASED POWER MAY 2021	BPA-WIRE TRANSFER	10279	WIRE	147 7/12/21
107,593.00		TRANSMISSION MAY 2021				
1,127.00		REGIONAL COORD SVC MAY 2021				
1,409.00		REGIONAL COMP ENFOR MAY 2021				
1,178,977.00	Total for Check/Tran - 147:					

 Total Payments for Bank Account - 1:
 (3)
 2,716,237.07

 Total Voids for Bank Account - 1:
 (0)
 0.00

 Total for Bank Account - 1:
 (3)
 2,716,237.07

Grand Total for Payments: (3) 2,716,237.07
Grand Total for Voids: (0) 0.00

 Total for Voids:
 (0)
 0.00

 Grand Total:
 (3)
 2,716,237.07

#### JEFFERSON COUNTY PUD NO 1

#### ISSUED PAYROLL CHECKS PAY DATE: 7/9/2021

Empl	Position	Check # D	ate#	Amount
2000	WATER DISTRIBUTION MANAGER II	70916	7/9/2021	2,076.51
2001	WATER DISTRIBUTION MANAGER II	70917	7/9/2021	1,952.82
3032	CUSTOMER SERVICE REP	70918	7/9/2021	1,235.91
2003	WATER TREATMENT PLANT OPERATOR III	70919	7/9/2021	2,237.67
2004	WATER TREATMENT PLANT OPERATOR III - LEAC	70920	7/9/2021	2,908.13
				10 /11 0/

10,411.04

#### JEFFERSON COUNTY PUD NO 1

#### DIRECT DEPOSIT PAYROLL PAY DATE: 7/09/2021

Empl	Position	Pay Date	Net Pay
3039	ACCOUTING TECH 1	7/9/2021	1,286.66
3052	ADMINISTRATIVE ASSISTANT	7/9/2021	2,254.01
1044	APPRENTICE LINEMAN	7/9/2021	2,977.19
1026	BROADBAND COORDINATOR	7/9/2021	2,050.82
4006	COMMISSIONER DIST 1	7/9/2021	958.97
4004	COMMISSIONER DIST 2	7/9/2021	2,130.16
4008	COMMISSIONER DIST 3	7/9/2021	1,587.78
3034	COMMUNICATIONS DIRECTOR	7/9/2021	2,357.06
3002	CUSTOMER SERVICE COORDINATOR	7/9/2021	1,393.80
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	7/9/2021	1,327.71
3022	CUSTOMER SERVICE REP	7/9/2021	1,349.50
3046	CUSTOMER SERVICE REP	7/9/2021	1,196.82
3048	CUSTOMER SERVICE REP	7/9/2021	1,235.49
1027	ELECTRICAL ENGINEERING MANAGER	7/9/2021	3,010.91
1041	ELECTRICAL SUPERINTENDENT	7/9/2021	3,919.51
2007	ENGINEERING DIRECTOR	7/9/2021	
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	7/9/2021	
3033	FINANCE DIRECTOR	7/9/2021	3,566.88
1046	FLEET/WAREHOUSE HELPER	7/9/2021	2,766.43
1008	FOREMAN LINEMAN	7/9/2021	6,660.51
1012	FOREMAN LINEMAN	7/9/2021	4,844.33
1012	GENERAL MANAGER	7/9/2021	4,789.21
1042	GIS SPECIALIST	7/9/2021	2,332.57
1042	HEAD STOREKEEPER	7/9/2021	2,409.97
3047	HUMAN RESOURCES DIRECTOR	7/9/2021	
3047	INFORMATION TECHNOLOGY MANAGER	7/9/2021	2,654.71
3028	IT SUPPORT TECHNICIAN	7/9/2021	3,213.75 1,778.04
1000	LINEMAN	7/9/2021	
1016	LINEMAN	7/9/2021	5,088.12
			5,415.03
1020	LINEMAN	7/9/2021	4,203.07
1034	LINEMAN METER DE A DER	7/9/2021	4,289.04
1043	METER READER	7/9/2021	1,729.12
1047	METER READER	7/9/2021	1,854.54
1037	OPERATIONS DIRECTOR	7/9/2021	3,561.09
1050	PRE-APPRENTICE	7/9/2021	1,625.62
1051	PRE-APPRENTICE	7/9/2021	2,360.11
3004	RESOURCE MANAGER	7/9/2021	2,799.70
1003	SCADA TECH APPRENTICE	7/9/2021	3,135.63
3020	SERVICES DIRECTOR	7/9/2021	2,562.43
1031	STAKING ENGINEER	7/9/2021	2,455.55
1049	STAKING ENGINEER	7/9/2021	1,932.11
1014	STOREKEEPER	7/9/2021	3,109.60
1015	SUBSTATION/METER FOREMAN	7/9/2021	3,598.90
1033	SUBSTATION/METERING TECH	7/9/2021	
3013	UTILITY ACCOUNTANT II	7/9/2021	
3029	UTILITY ACCOUNTANT II	7/9/2021	,
3003	UTILITY BILLING CLERK	7/9/2021	1,459.38
3027	UTILITY BILLING CLERK	7/9/2021	1,486.18
3000	UTILITY BILLING COORDINATOR	7/9/2021	1,605.31
2002	WATER DISTRIBUTION MANAGER II	7/9/2021	2,007.02
2005	WATER DISTRIBUTION MANAGER II	7/9/2021	1,839.81
			134,147.00



#### **AGENDA REPORT**

**DATE:** July 20, 2021

TO: Board of Commissioners

FROM: Mike Bailey, Finance Director/District Auditor

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

**RECOMMENDATION:** Approve Motion

**SUMMARY:** Per Write-Off of Uncollectable Accounts Policy passed September 2017, 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 19 inactive accounts in the Active Accounts Receivable Data Base who owe the PUD \$9,479.34 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

Ph (360) 385-5800 Fx (360) 385-5945 310 Four Corners Road, Port Townsend, WA 98368 Public Utility District No. 1 of Jefferson County is an Equal Opportunity Provider Employer

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 19 inactive accounts owing \$9,479.34 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 July 20, 2021 the following summary of inactive customer accounts with a past due balance of greater than \$50.00 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 Finance 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:

Uncollectible Amount Range	Number of Accounts	Write-Off Amount
Up to \$50	2	\$59.52
\$51 - \$100	2	\$179.23
\$101 - \$200	3	\$438.97
\$201 - \$300	4	\$896.89
Over \$300	8	\$7,904.73
		\$9,479.3
TOTAL	19	4

Approval, Boa	ird of Commi	ssioner
Jeff Randall		
Secretary		

#### July 20, 2021

#### **PUD Calendar**

July 20, 2021, Regu	lar BOC Meeti	ng per ZOOM	, 5:00 pm
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August 3, 2021, Regular BOC Meeting per ZOOM, 5:00 pm

August 4, 2021, Special Meeting, 10:00am-12:00pm, Budget

August 10, 2021, Special Meeting, 10:00am-12:00pm PPC

August 12, 2021, Special Meeting, 10:00am-12:00pm Strategic Planning

August 17, Regular BOC Meeting per ZOOM, 5:00pm

August 31, Special Meeting, 10:00am-12:00pm TBD

# PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

#### **RESOLUTION NO. 2021-00XX**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (the "PUD"), revising, updating and approving further changes to the PUD low-income water rate discount program and the PUD Rate Schedules for Low-Income discounts for water customers.

WHEREAS, the PUD is responsible for maintaining and operating certain water systems and related facilities throughout Jefferson County, Washington and to provide an ample water supply; and

WHEREAS, pursuant to RCW 54.24.080 and RCW 74.38.070 the PUD may provide certain rate reductions to low-income customers; and

WHEREAS, the PUD has reviewed its water rates as part of an overall cost of service analysis overseen by staff and prepared by consultants at FCS Group beginning in April 2020; and

WHEREAS, the Board of Commissioners held a public hearing on April 6, 2021, where it received comments and testimony from the public regarding proposed rates and charges for water services, and the Board of Commissioners adopted Resolution No. 2021-012 approving the revised water rate schedule; and

WHEREAS, staff prepared further information regarding the low-income rates for the Board of Commissioners to review and consider at the July 6, 2021, meeting of the PUD; and

WHEREAS, the Board of Commissioners agreed that proposed low-income discount rates previously adopted in Resolution 2021-017 should be revised for future years beginning January 5, 2022, and replaced, in part consistent with attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of PUD No. 1 of Jefferson County hereby adopts the attached low-income discount water rate changes in Exhibit A, effective for all bills rendered on or after January 5, 2022, January 5, 2023, and January 5, 2024, consistent with Exhibit A.

ADOPTED by the Commission of Public Washington, at a regular open meeting	Utility District No. I of Jefferson County, held this 20th day of July 2021.
	Dan Toepper, President
	Kenneth Collins, Vice President
ATTEST:	
Jeff Randall, Secretary	

# WATER RATE SCHEDULE

# Table of Contents

Residential Service - Standard
Kala Point
Commercial Service – WCOM Variable Base
JCHYD – JCPUD Hydrant Use

# Policy Updates

Date	Resolution Number
4/20/2021	2021-012
6/15/2021	2021-017
7/20/2021	2021-

#### Residential Service - Standard

Includes ALQP/LIQP – Quimper, AL-A/LI-A – Group A, and AL-B/LI-B – Group B water systems.

#### **AVAILABILITY:**

Limited to residential service, which means service that is delivered through one meter to a single-family unit and is used principally for domestic purposes, even though such service may incidentally be used for nondomestic purposes.

Where a meter for a residential customer that is larger than five-eighths inch to three-quarters inch has been installed for the purpose of fire sprinkler system, the customer shall be assessed a base rate only for the size of the meter that would have been installed if a fire sprinkler system had not been installed.

#### **Low Income Discount:**

Residential customers who qualify for JPUD's low-income program shall receive a credit equal to thirty percent (30%) of the base fee and one hundred percent (100%) of the capital surcharge.

#### **MONTHLY RATE:**

Effective Date:		June 5 2021	January 5 2022	January 5 2023	January 5 2024
Basic Charge:					
	5/8" - Meter	\$ 32.65	\$ 34.80	\$ 40.83	\$42.61
	1" - Meter	78.16	83.30	97.74	102.00
	1.5" - Meter	152.75	162.80	191.02	199.36
Low Income Dis	scount	\$ (12.73)			
<b>Monthly Capita</b>	l Surcharge:	\$ 0.00	\$ 5.00	\$ 5.00	\$ 7.00
<b>Consumption R</b>	late				
Per 100 Gallons	<b>:</b> :				
Tier 1 (0-5,000)		\$ 0.29	\$ 0.31	\$ 0.36	\$ 0.38
Tier 2 (5,001-10	,000)	0.40	0.43	0.50	0.52
Tier 3 (10,000-3	30,000)	0.54	0.58	0.68	0.70
Tier 4 (> 30,000	)	1.00	1.07	1.25	1.31

#### Kala Point

Consumption built into a flat rate. Rate varies based on unit type.

#### **AVAILABILITY:**

Limited to use by Kala Point condos and timeshares Rates vary by meter size and estimated usage. Service may also be unmetered.

#### **Low Income Discount:**

Residential Kala Point customers who qualify for JPUD's low-income program shall receive a credit equal to thirty percent (30%) of the standard residential base fee and one hundred percent (100%) of the capital surcharge.

#### **MONTHLY RATE:**

#### Effective -

Effective Date:	June 5	January 5	January 5	January 5
	2021	2022	2023	2024
Kala Point Village <sup>1</sup>	\$ 509.67	\$ 543.20	\$ 637.35	\$ 665.19
Kala Point Condo <sup>2</sup>	36.41	38.80	45.53	47.51
Kala Point B2 <sup>3</sup>	218.43	232.80	273.15	285.08
Kala Point B4 <sup>4</sup>	81.34	86.69	101.72	106.16
Monthly Capital Surcharge:	\$ 0.00	\$ 5.00	\$ 5.00	\$ 7.00
Consumption Rate				
Per 100 Gallons:				
Tier 1 (0-5,000)	\$ 0.27	\$ 0.31	\$ 0.36	\$ 0.38
Tier 2 (5,001-10,000)	0.38	0.43	0.50	0.52
Tier 3 (10,000-30,000)	0.51	0.58	0.68	0.70
Tier 4 (> 30,000)	1.00	1.07	1.25	1.31

<sup>&</sup>lt;sup>1</sup> Kala Point Village is a flat rate of base rate plus fixed consumption usage (approx. 92 gallons per unit) for 14 units.

<sup>&</sup>lt;sup>2</sup> Kala Point Condo is a flat rate of base rate plus fixed consumption usage (approx. 1,290 gallons per unit) per condo unit

<sup>&</sup>lt;sup>3</sup> Kala Point B2 is a flat rate of base rate plus fixed consumption usage (approx. 92 gallons per unit) for 6 units.

<sup>&</sup>lt;sup>4</sup> Kala Point B4 is a flat rate of base rate plus fixed consumption usage (approx. 92 gallons per unit) for 6 units.

## Commercial Service – WCOM Variable Base

Commercial service, basic charge dependent on meter size

Limited to metered water use for purposes other than residential domestic use.

#### **MONTHLY RATE:**

Effective Date	June 5 2021	January 5 2022	January 5 2023	January 5 2024
Basic Charge:				
5/8" - Meter	\$ 32.65	\$ 34.80	\$ 40.83	\$ 42.61
1" - Meter	78.16	83.30	97.74	102.00
1.5" - Meter	152.75	162.80	191.02	199.36
2" – Meter	243.49	259.51	304.49	317.79
3" – Meter	454.43	484.32	568.27	593.09
4" – Meter	755.85	805.58	945.21	986.49
6" – Meter	1,507.76	1,606.95	1,885.48	1,967.83
8" – Meter	2,410.88	2,569.49	3,014.86	3,146.53
Monthly Capital				
Surcharge:	\$ 0.00	\$ 5.00	\$ 5.00	\$ 7.00
<b>Consumption Rate</b>				
Per 100 Gallons:	\$ 0.40	\$ 0.43	\$ 0.50	\$ 0.52

## JCHYD – JCPUD Hydrant Use

#### **AVAILABILITY:**

This rate is used for metered hydrant draws. Tanks must have back flow prevention and be inspected by an authorized JPUD employee.

#### **MONTHLY RATE:**

Effective Date:	June 5 2021	January 5 2022	January 5 2023	January 5 2024
	2021	2022	2023	2024
Basic Charge:	\$ 32.65	\$ 34.80	\$ 40.83	\$ 42.61
Consumption Rate Per 100 Gallons:	\$ 0.40	\$ 0.43	\$ 0.50	\$ 0.52



#### **AGENDA REPORT**

**DATE:** July 20, 2021

**TO:** Board of Commissioners

**FROM:** Kevin Streett

**RE:** New Construction Rates

**BACKGROUND:** The PUD set the current construction rates with resolution 2020-004. Since that time, we have had increases in labor, material, fuel, and equipment.

The PUD has offered an overhead option for new construction. While this is less expensive for the new customers, it does cost existing customers in outage response and maintenance.

**ANALYSIS/FINDINGS:** As material costs go up the PUD must raise our rates. Most of the increases are at 10% and will help recover our cost for new construction. This recommendation is one step in making growth pay for growth.

The restriction on overhead construction will reduce outage costs, increase reliability, reduce wildfire concerns, reduce maintenance costs, and help modernize our grid.

**FISCAL IMPACT:** New construction rates will help cover the increases in labor, material, fuel, and equipment.

Restriction on overhead will reduce cost out into the future.

**RECOMMENDATION:** Approve Resolution 2021-XX revising Exhibits B of Resolution 2020-004 and adopting various construction rates for electric services.

## "EXHIBIT B"

# PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

## **SCHEDULE OF CHARGES FOR ELECTRIC SERVICES**

i

## **Table of Contents**

Electric – Other  Miscellaneous Service Charges  Customer Service Conversion  Easements and Other Recorded Documents  Engineering Charge for Developer Proposals  Increased electrical loads  Lock Box  Right-of-Way (ROW) Permits  Yard Lights  Electrical Line Extension Unit Prices  Underground Primary Cable  Pads and Vaults for Transformers  Three-Phase Pad Mounted Transformers  Concrete Vaults and Lids  Primary Junction Box  Switch Cabinets  Secondary Vaults and Pedestal  Primary Cable Accessories  Cable Risers  Overhead Primary Pole  Restricted  4  Overhead Tap Restricted	CHARGES	
Overhead (self-contained meter only) Restricted  Underground (self-contained meter only)  Electric - Other  Miscellaneous Service Charges  Customer Service Conversion  Easements and Other Recorded Documents  Engineering Charge for Developer Proposals  Increased electrical loads  Lock Box  Right-of-Way (ROW) Permits  Yard Lights.  Electrical Line Extension Unit Prices  Underground Primary Cable  Pads and Vaults for Transformers  Three-Phase Pad Mounted Transformers  Concrete Vaults and Lids  Primary Junction Box  Switch Cabinets  Secondary Vaults and Pedestal  Primary Cable Accessories  Cable Risers  Overhead Primary Pole  Restricted  4  Overhead Tap Restricted	-	
Underground (self-contained meter only)  Electric – Other  Miscellaneous Service Charges  Customer Service Conversion  Easements and Other Recorded Documents  Engineering Charge for Developer Proposals  Increased electrical loads.  Lock Box  Right-of-Way (ROW) Permits  Yard Lights.  Electrical Line Extension Unit Prices  Underground Primary Cable  Pads and Vaults for Transformers  Three-Phase Pad Mounted Transformers  Concrete Vaults and Lids  Primary Junction Box  Switch Cabinets  Secondary Vaults and Pedestal.  Primary Cable Accessories  Cable Risers  Overhead Primary Pole  Restricted.  4  Overhead Tap Restricted		.1
Restricted. 4 Overhead Tap Restricted		
Miscellaneous Service Charges Customer Service Conversion Easements and Other Recorded Documents Engineering Charge for Developer Proposals Increased electrical loads Lock Box Right-of-Way (ROW) Permits 3 Yard Lights Electrical Line Extension Unit Prices Underground Primary Cable Pads and Vaults for Transformers Three-Phase Pad Mounted Transformers Concrete Vaults and Lids Primary Junction Box Switch Cabinets Secondary Vaults and Pedestal. Primary Cable Accessories Cable Risers Overhead Primary Pole Restricted 4 Overhead Tap Restricted		1
Customer Service Conversion	Electric – Other	2
Easements and Other Recorded Documents  Engineering Charge for Developer Proposals  Increased electrical loads	Miscellaneous Service Charges	2
Engineering Charge for Developer Proposals Increased electrical loads	Customer Service Conversion	2
Increased electrical loads	Easements and Other Recorded Documents	2
Increased electrical loads	Engineering Charge for Developer Proposals	2
Right-of-Way (ROW) Permits		
Yard Lights	Lock Box	3
Yard Lights	Right-of-Way (ROW) Permits	3
Electrical Line Extension Unit Prices		
Pads and Vaults for Transformers		
Pads and Vaults for Transformers	Underground Primary Cable	
Three-Phase Pad Mounted Transformers		
Concrete Vaults and Lids		
Primary Junction Box  Switch Cabinets  Secondary Vaults and Pedestal  Primary Cable Accessories  Cable Risers  Overhead Primary Pole  Restricted  4  Overhead Tap Restricted		
Switch Cabinets  Secondary Vaults and Pedestal  Primary Cable Accessories  Cable Risers  Overhead Primary Pole  Restricted  4  Overhead Tap Restricted		
Secondary Vaults and Pedestal		
Primary Cable Accessories		
Cable Risers		
Overhead Primary Pole  Restricted		
Restricted. 4 Overhead Tap Restricted		
Overhead Tap <b>Restricted</b>		• • • • • • •
	4	
	·	
MICCOURD COURT / MORDOR		
Restricted	Miscellaneous Overhead  Restricted	4

# PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY MARCH 3, 2020

**July 20, 2020** 

#### **CHARGES**

**Restricted** --- To reduce outages caused by overhead construction the PUD is restricting all new overhead construction to a review process where the short-term cost savings for an individual customer does not override the long-term benefit for all PUD customers. The review process will be done by the Engineering Director, Operations Director and the General Manager, their determination is final.

#### **New Electric Service Charges** (includes connect and engineering charges)

#### Overhead (self-contained meter only) Restricted

- Single Phase From existing overhead transformer: \$1,350
   \$3,000
   (includes overhead conductor to customer building. up to 120 feet from existing transformer)
- Single Phase Install new or upgraded overhead transformer: \$2,100
   \$3,750
   (includes overhead conductor to customer building. up to 120 feet from transformer)
- 3) All three-phase work: Requires engineer's estimate.

#### **Underground (self-contained meter only)**

- Single Phase From existing pad mounted transformer: \$1,100
   (for services up to 300 feet from transformer, includes service \$1,210
   conductor)
- 2) Single Phase Underground and increasing transformer size: \$2,380

(for services up to 300 feet from transformer, includes service \$2,618

conductor and upgrading transformer)

3) Single Phase – Underground with new pad mounted transformer: \$2,820 (for services up to 300 feet from transformer, includes service \$3,102

conductor, new pad mounted transformer and primary conductor terminations)

- 4) Single Phase From pole with existing transformer: \$1,400 (includes up to 300 feet of service conductor and secondary riser) \$1,540
- 5) Single Phase From pole with new overhead transformer: \$2,300 (includes up to 300 feet of service conductor, transformer and \$2,530 secondary riser)
- 6) All three phase services will require an engineer's estimate.
- 7) All commercial and multifamily services will require an engineer's estimate.

#### Electric - Other

- 1) Additional meter(s) at a multiple service installation involving a single service run.
  - Each additional meter installed at time of original connection:
     \$250
  - b) Each additional meter installed later than original connection: \$350
- 2) Current Transformer (CT) Meter Connection (in addition to other charges, may require engineer's estimate)

a) Single-Phase: \$1,500 \$1,650 b) Three-Phase: \$2,500 \$2,750

3) Net Meter Installation

a) Standard: \$350 \$385 b) CT Meter: \$595 \$655

4) Production Meter Installation

a) Standard Meter: \$165 \$182 b) Programmable Meter: \$595 \$656

- 5) Temporary Service
  - a. Construction: \$240 \$264 (Customer supplies service conductor. This charge is in conjunction with other new service charges.)
  - b. Community Sponsored Festival will require engineer's estimate.
- 6) Primary Meter
  - a. Primary metering will require an engineer's estimate.

#### **Miscellaneous Service Charges**

#### **Customer Service Conversion**

- 1) Convert overhead service to underground service: \$800
- 2) Upgrade overhead service conductor to larger size: \$800

#### **Easements and Other Recorded Documents**

1) Document Preparation

\$200

# Engineering Charge for Developer Proposals Engineering Rate (per hour): \$60

Actual cost over \$1,000

<del>\$55</del>

**Increased electrical loads** – Add service conversion charge when a transformer upgrade is required to maintain adequate capacity for a service upgrade. Add connect charge for new services.

Single-phase overhead: Restricted
 Three-phase overhead: Restricted
 \$1,150
 \$1,265
 \$3,300
 \$3,630

3) Single-phase pad mount: \$1,550 \$1,705

4) Three-phase pad mount Engineer Estimate

Lock Box – Installed (one size only) \$315 \$347

#### **Right-of-Way (ROW) Permits**

The PUD will obtain utility ROW permits for Jefferson County and Washington State Department of Transportation. The customer will be responsible for actual cost of the permit and any related inspection fees.

## **Yard Lights**

1) Install light only: \$540 \$594
2) Install wood pole and light: \$2,340 \$2,574

#### **Electrical Line Extension Unit Prices**

Underground Prima Single-Phase (per fi Three-Phase (per ft	t) <del>\$8.00</del> <b>\$8.80</b>	Outdoor Termination \$358	<del>\$325</del>
Timee Thase (per re	,, 422.00 421.20	Cable Risers	
Pads and Vaults for	Transformers	Single-Phase Primary	<del>\$1,150</del>
Single-Phase Fibers	glass Pad <del>\$1,100</del>	\$1,265	
\$1210		Three-Phase Primary	<del>\$2,900</del>
Three-Phase Vault a	and Lid	\$3,190	
(75-300 kVA)	\$4 <del>,150</del> \$4,565	Secondary	<del>\$200</del>
(500-2500 k\	/A) <del>\$7,390</del> <b>\$8,129</b>		
		Overhead Primary Pole	Restricted
	ounted Transformers	Single-Phase	<del>\$3,315</del> <b>\$4,973</b>
75-300 kVA	<del>\$9,000</del> <b>\$9,900</b>	V-Phase	<del>\$3,690</del> <b>\$5,535</b>
500 kVA	<del>\$12,700</del> <b>\$13,970</b>	Three-Phase	\$4,340 \$6,510
>750 kVA*	\$18,600 \$20,460	Inset Single-Phase	\$3,300 \$4,950
*May require engin	eer's quote.	Inset V-Phase	\$3,550 \$5,325
		Inset Three-Phase	\$3,835 \$5,753
Concrete Vaults and		Convert Single-Phase to	Three-Phase
Old Castle 444-LA		<del>\$1,580</del>	
Old Castle 644-LA	\$3,770 \$4,147		\$2,370
Old Castle 575-LA	<del>\$4,203</del> <b>\$4,623</b>	Overhead Tap Restricted	
		Single-Phase	\$1,050 \$1,575
Primary Junction B		Three-Phase	<del>\$2,820</del> <b>\$4,230</b>
Single-Phase (4-wa	y) \$ <del>1,470</del>		
\$1,617	\	Miscellaneous Overhead	
Three-Phase (4-way	y) <del>\$3,615</del> <b>\$3,977</b>	Secondary/Guy Pole	\$1,800 \$2,700
		Guy and Anchor	\$630 \$945
Switch Cabinets		Span Guy	<del>\$250</del> <b>\$375</b>
Single-Phase	Engineer Estimate		
Three-Phase	Engineer Estimate		
	15 1 . 1		
Secondary Vaults a	_		
Handhole or Pedes \$575	tal <del>\$275</del>		
Primary Cable Acce	essories		
Load Break Elbow (	200A) <del>\$220</del> <b>\$242</b>		
Surge Arrester Elbo \$242	ow \$ <del>220</del>		
Feed-Thru Bushing	<del>\$395</del> <b>\$435</b>		
Calala Caliaa	4050 4005		

Cable Splice

<del>\$350</del> **\$385** 

# PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

#### **RESOLUTION NO. 2021-XXX**

A RESOLUTION of the Board of Commissioners of the Public Utility District No 1 of Jefferson County, Washington ("the PUD"), revising Exhibits B of Resolution 2020-004 and adopting various construction rates for electric services.

WHEREAS, the PUD staff has reviewed PUD Resolution 2020-004 and its ("Exhibit B"): Schedule of Deposits and Charges and Electrical Line Extension Unit Prices; and

WHEREAS, the PUD staff has revised construction rates for new services to reflect an increase in labor and material rates; and

WHEREAS, new service quotes issued prior to New Date, 2021 with rates set under Resolution 2020-004, shall be honored through the quote expiration date, which is 90 days after the issue date; and

WHEREAS, Schedule of Deposits and Charges ("Exhibit B") has been revised for electric.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington as follows:

The PUD adopts the revised rates in the exhibit titled "Public Utility District No. 1 of Jefferson County Schedule of Charges for Electric Services ("Exhibit B")", attached hereto and incorporated by reference, effective DATE XX.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this \_\_th day of XXX 2021.

 Kenneth Collins, Vice President
·

Jeff Randall, Secretary



#### **AGENDA REPORT**

DATE: July 20, 2021

TO: Board of Commissioners

FROM: Mike Bailey, Finance Director/Auditor

RE: Increase Credit Limit on CFC One Card (Credit Cards)

SUMMARY: Staff has been reviewing the use of credit cards and who has them with what limits. Our current limit of \$100,000 requires us to make changes on a regular basis to ensure individual credit limits are at appropriate levels. We are looking to increase our overall credit limit to reduce making changes on a regular basis to credit card limits.

BACKGROUND: Staff has changed in its makeup and have more employees who need a credit card for business purposes. We have been reviewing limits trying to ensure that card holders have access to the limits needed to do their jobs.

ANALYSIS/FINDINGS: After review and examination, it has been determined that we need to increase our overall credit limit on our CFC One Card Account. Staff is looking at increasing the limit to \$200,000. This increase in limit will not increase the amount charged monthly on credit cards. It reduces labor needed to manage a group limited card.

FISCAL IMPACT: The only fiscal impact is when charges are made on credit cards, and we pay the monthly credit card bill in full.

RECOMMENDATION: Approve Resolution 2021-XX regarding the National Rural Utilities Cooperative Finance Corporation's ("CFC") One Card Program Reimbursement Agreement ("Agreement") and a proposed amendment to the Agreement.

#### FIRST AMENDMENT TO ONE CARD PROGRAM REIMBURSEMENT AGREEMENT

WHEREAS, the Borrower and CFC have previously entered into a One Card Program Reimbursement Agreement, bearing an Effective Date (as defined therein) of July 6, 2017 (the "Original Agreement"), providing, subject to the terms and conditions thereof, for the guarantee of payment by CFC of charges made by any Participant (as defined in the Original Agreement) on One Cards issued by U.S. Bank for the account of the Borrower, which One Cards have an aggregate credit limit of \$100,000.00; and

**WHEREAS,** the Borrower has requested, and CFC has agreed, to increase the credit limit amount for all One Cards issued and available under the Original Agreement;

- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Borrower and CFC hereby amend the Original Agreement as follows:
- **Section 1. Recitals.** The foregoing recitals are incorporated herein by reference.
- **Section 2. Definitions.** Capitalized terms that are not defined herein shall have the meanings assigned to them as set forth in the Original Agreement. If not otherwise defined therein or herein, such capitalized terms shall be defined in accordance with generally accepted accounting principles.
- **Section 3. Amendment.** Item 1 of Schedule 1 of the Original Agreement is hereby deleted in its entirety and is hereby amended to read as follows:
- "1. The Member's aggregate credit limit, referred to in Section 13, for all Charge Cards and Accounts issued to all Participants shall be \$200,000.00"
- **Section 4. Conditions to Amendment.** In addition to the conditions set forth in the Original Agreement, the obligation of CFC to enter into this Amendment is subject to the satisfaction of the following conditions:
- **4.1. Borrower Documents.** CFC shall have been furnished with (i) an executed original of this Amendment and (ii) certified copies of all such organizational documents and proceedings of the Borrower authorizing the transactions hereby contemplated as CFC shall require.
- **4.2. Government Approvals.** The Borrower shall have furnished to CFC true and correct copies of all certificates, authorizations and consents necessary for the execution, delivery and performance by the Borrower of this Amendment.

#### Section 5. RESERVED

- **Section 6. Effectiveness of Amendment.** This Amendment and the terms hereof shall be effective on the Effective Date set forth on the signature page hereof.
- **Section 7. Representations and Warranties.** As a further inducement for CFC to enter into this Amendment, the Borrower represents and warrants that:
- **7.1 Good Standing.** The Borrower is organized and validly existing and in good standing under the laws of the State of Washington, is duly qualified to conduct its business and has power to enter into and perform this Amendment. The Borrower is a member in good standing of CFC.
- **7.2 Authority.** The execution, delivery and performance by the Borrower of this Amendment and the performance hereof, have been duly authorized by all necessary corporate action and will not violate any provision of law or of the articles of incorporation or bylaws of the Borrower, or result in a breach of, or constitute a default under, any agreement, indenture or other instrument to which the Borrower is a party or by which it may be bound. The individual executing this Amendment has been duly authorized to act on behalf of the Borrower and has the requisite authority to bind the Borrower to the terms hereof without further action of, and without obtaining any additional approvals from, the Borrower's governing body or any other person or entity.
- **7.3 Material Adverse Change.** There has been no material adverse change in the financial condition or operations of the Borrower since the date of the Original Agreement, except as set forth in the most recent financial statements submitted to CFC or as otherwise disclosed in writing to CFC prior to the date hereof.
- 7.4 REQUIRED APPROVALS. NO LICENSE, CONSENT OR APPROVAL OF ANY GOVERNMENTAL AGENCY OR AUTHORITY IS REQUIRED TO ENABLE THE BORROWER TO ENTER INTO THIS AMENDMENT, OR TO PERFORM ANY OF THE OBLIGATIONS PROVIDED FOR HEREIN, EXCEPT AS HAVE BEEN OBTAINED BY THE BORROWER AND DELIVERED TO CFC PRIOR TO THE DATE HEREOF.
- **7.5 Prior Representations and Warranties.** All representations and warranties made by the Borrower in the Original Agreement are true and correct as of the date hereof.

#### Section 8. Miscellaneous.

- **8.1 Modification.** No modification or waiver of any provision of this Amendment, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing by the party granting such modification, waiver or consent.
- **8.2 Merger and Integration.** This Amendment, the Original Agreement and the matters incorporated by reference contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby.
- **8.3** Incorporation; Inconsistency with Original Agreement. Except as otherwise amended or modified herein, the terms, conditions and provisions of the Original Agreement are incorporated herein by reference as if set forth in full herein and remain in full force and effect. In

the event of any conflict or inconsistency between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control.

- 8.4 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.
- (A) THE PERFORMANCE AND CONSTRUCTION OF THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA.
- (B) THE BORROWER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES COURTS LOCATED IN VIRGINIA AND OF ANY STATE COURT SO LOCATED FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE BORROWER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTIONS THAT IT MAY NOW OR HEREAFTER HAVE TO THE ESTABLISHING OF THE VENUE OF ANY SUCH PROCEEDINGS BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- (C) THE BORROWER AND CFC EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

Effective Date:	(to be filled in by CFC)	
	Loan Number: WA060-G-9000	
	By: Assistant Secretary-Treasurer	
	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION	
	By:	
	JEFFERSON COUNTY	OF



# National Rural Utilities Cooperative Finance Corporation PARTICIPANT ENTITY AMENDMENT

This Participant Entity Amendment ("**Amendment**") is entered into by National Rural Utilities Cooperative Finance Corporation, a District of Columbia cooperative association ("**Customer**"), Public Utility District No. 1 of Jefferson County, a public utility district organized under the laws of the State of Washington ("**Participant**"), and U.S. Bank. This Amendment shall become effective upon signing by U.S. Bank.

#### **RECITALS**

- Customer and U.S. Bank entered into the Commercial Account Agreement dated November 1, 2016, as amended or supplemented (collectively, the "Agreement") whereby Customer may designate its members to be Participants under its commercial account program from U.S. Bank ("Customer's Program");
- 2. Customer desires to designate the below signed entity as a Participant; and
- **3.** Customer, Participant, and U.S. Bank desire to modify the Agreement in the manner and on the terms conditions set forth below.

Now, therefore, for and in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer, Participant, and U.S. Bank agree as follows:

- **1. DEFINITIONS**. Unless otherwise stated in this Amendment, all capitalized terms shall have the same meaning as set forth in the Agreement.
- **2. CUSTOMER REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants the following:
  - **2.1** Participant named above is a member owner of the National Rural Utilities Cooperative Finance Corporation.
  - 2.2 In accordance with Customer's Articles of Incorporation and Bylaws, Customer may enter into the Agreement, this Amendment and perform its obligations set forth therein.
  - **2.3** If any corporate governance document ceases being publically available, Customer shall provide them to U.S. Bank.
- **3. PARTICIPANT REPRESENTATION AND WARRANTIES.** Participant represents and warrants the following:
  - **3.1** Participant shall comply with and be bound by all terms of the Agreement as it relates to Participant's performance under the Agreement, and use cards for Participant's business purchases only, and not for individual or consumer purchases or to incur consumer debt.
- **4. LIABILITY FOR PARTICIPANTS' PERFORMANCE AND OBLIGATIONS.** Customer shall be liable for all payment obligations to U.S. Bank incurred by Participants under the Customer's Program, which includes, but is not limited to payment of any and all debt incurred by Participant under the Customer's Program. Participant shall be liable for its performance of the terms and conditions of the Agreement CFC DOC

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as if Participant signed the Agreement; provided, however, Participant's liability shall be limited to the Charges on its Accounts. Failure of Participant to comply with the terms and conditions of the Agreement may result in the termination of Participant's ability to participate in the Customer's Program.

•	Participant:	J. Box) for Participant is:
	Attn:	

- **6. CHANGE OF CONTROL.** Customer shall immediately notify U.S. Bank in writing of any change in control which, for this Amendment shall mean (i) Customer selling, leasing, transferring or otherwise disposing of all or substantially all of its assets as an entirety or in a series of related transactions; (ii) Customer consolidating with or merging with or into any other person other than a merger with one of its affiliates in with the Customer is the surviving person; or (iii) any of the ownership or authority representation and warranty statements stated in sections 2.2 or 2.3 cease to be true. Customer shall provide U.S. Bank with notice of any change of control at least 60 days prior to the effective date of such change of control if prior notice is legally permitted. If prior notice is not legally permitted (due to SEC law for example), then Customer shall provide U.S. Bank with notice of any change of control as soon as it is legally permitted but no later than 30 days after the effective date of such change of control. In the event of a change of control, U.S. Bank may immediately terminate Participant from the Customer's Program.
- 7. **Change in Membership**. Customer shall provide U.S. Bank prompt notice if Participant ceases to be a member of Customer. Such notice shall be given no later than 30 days after the date the Participant is no longer a member of Customer. Additionally, Customer shall provide U.S. Bank prompt notice if Customer experiences a material adverse change in its cooperative membership.
- 8. BINDING AGREEMENT. The representations, warranties and recitals of Customer in this Amendment and the Agreement constitute valid, binding and enforceable agreements of Customer. All extensions of credit made pursuant to this Amendment and the Agreement will be valid and enforceable obligations of Customer and Customer shall pay to U.S. Bank all Obligations incurred by Participant in accordance with the terms of the Agreement and this Amendment. The execution of this Amendment and the performance of the obligations hereunder and under the Agreement are within the power of Customer, have been authorized by all necessary action and do not constitute a breach of any agreement to which Customer is a party or is bound. Customer represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Customer to be duly bound by this Amendment.
- **9. INCORPORATION**. The above Recitals are incorporated by reference as if set forth at length in this Amendment.
- **10. MISCELLANEOUS.** The terms of this Amendment shall control over any other inconsistent terms of the Agreement. All extensions of credit made pursuant to this Amendment will be valid and CFC DOC

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enforceable obligations of Participant and Participant shall pay to U.S. Bank all Obligations incurred by Participant. Customer shall be liable for Participant's performance of the terms and conditions of the Agreement and shall notify Participant of any amendment to the terms and conditions of the Agreement. The execution of this Amendment and the performance of the obligations hereunder and under the Agreement are within the power of Customer and Participant, have been authorized by all necessary action, and do not constitute a breach of any other agreement to which Customer or Participant is a party or is bound. Except to the extent that the Agreement is expressly or implicitly modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**11. AUTHORIZATION AND EXECUTION.** This instrument may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This instrument may be executed and delivered by the parties electronically, and fully executed electronic versions of this instrument, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable bylaw, article or other corporate authority to enter into all transactions contemplated by this instrument, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	U.S. BANK
DATE:	DATE:
Public Utility District No. 1 of Jefferson County Legal Name of Participant	U.S. Bank National Association
(Signature of Authorized Individual)	(Signature of Authorized Signer)
(Printed Name of Authorized Individual)	(Printed Name of Authorized Signer)
(Printed Title of Authorized Individual)	Vice President (Printed Title of Authorized Signer)
CUSTOMER	
DATE:	_
National Rural Utilities Cooperative Finance  Corporation  Legal Name of Customer	_
(Signature of Authorized Individual)	_
(Printed Name of Authorized Individual)	_
(Printed Title of Authorized Individual)	_

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# PUBLIC UTILITY DISTRICT NO.1 OF JEFFERSON COUNTY

#### **RESOLUTION NO. 2021-**

A Resolution of the Board of Commissioners of Public Utility District (JPUD) No. 1 of Jefferson County, Washington, regarding the National Rural Utilities Cooperative Finance Corporation's ("CFC") One Card Program Reimbursement Agreement ("Agreement") and a proposed amendment to the Agreement.

WHEREAS, JPUD is seeking to amend its Agreement with CFC to increase its credit limit to Two Hundred Thousand Dollars (\$200,000) in order to more efficiently manage the procurement of its goods and services; and

WHEREAS, the PUD adopted Resolution No. 2017-014 authorized the original Agreement with CFC; and

WHEREAS, as part of the approval process for an Amendment to the Agreement, CFC requests that the Secretary of the Board of Commissioners execute a Certificate of Resolutions and Incumbency, attached as Exhibit A hereto: and

WHEREAS, the Board of Commissioners of JPUD has reviewed the proposed amendment and a request by staff to increase the credit limit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the Secretary of the Board of Commissioners is authorized to execute the Certificate of Resolutions and Incumbency, attached as Exhibit A to this Resolution. It is further resolved that the General Manager of JPUD is hereby authorized to execute all necessary agreements consistent with the proposed amendment to the Agreement.

**ADOPTED** at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 20<sup>th</sup> day of July 2021.

Dan Toepper, President

## Ken Collins, Vice President

ATTEST:	
Jeff Randall, Secretary	