Regular Meeting Agenda Board of Commissioners

Tues, Sept 7, 2021 5:00 PM Zoom Port Townsend, WA 98368



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

4.1. **Prior Minutes**

4 - 6

PUD BOC Special Mtg Minutes 5-25-2021 Draft.docx



| | 4.2. | Vouchers | 7 - 31 |
|----|--------------|--|---------|
| | | Voucher Approval Form for the Commissioners.pdf 🕖 | |
| | | Voucher Certification with Supporting Warrant Register & | |
| | | Payrollpdf Ø | |
| | 4.3. | Financial Report | 32 - 40 |
| | | July 2021 Financials.pdf 🕖 | |
| | 4.4. | Calendar | 41 |
| | | PUD Calendar Sept 7, 2021.docx Ø | |
| 5. | Manager a | and Staff Reports | |
| | For informat | tion only, not requiring a vote. | |
| | 5.1. | Services Director: Arrears Report | 42 - 48 |
| | | 20210907 Agenda Report LI Arrears Update Packet.docx 🕖 | |
| | | 20210907 LI Arrears Update Packet.pdf | |
| | 5.2. | Finance Director: 2022 Budget Update | 49 - 50 |
| | | Agenda Report 9.7.20212022 Budget Update.docx | |
| 6. | Old Busine | ess | |
| | | D and NEW BUSINESS section discussions: please hold public until each presentation is done but before the vote. | |
| | 6.1. | Wastewater Rates | 51 - 57 |
| | | Agenda Report Packet Wastewater Rates 210907 -Final.pdf 🕏 | |
| | | Recommended Action: Approve Resolution 2021-XXX revising, updating and approving certain changes to the PUD wastewater/sewer rates. | |
| | 6.2. | Wholesale Telecommunications Service Agreement | 58 - 71 |
| | | AGENDA REPORT- Wholesale Telecom Service Agreement 🕖 | |
| | | Jefferson PUD Wholesale Telecom Service Agreement 🕖 | |
| | | Recommended Action: Approve a motion to adopt the Wholesale Telecommunication Service Agreement as presented. | |

7. New Business

7.1. Olympic Water and Sewer Agreement

72 - 93

Agenda Report-Acceptance of GM to Sign OWSI Amendment 2
210907.pdf

Recommended Action: Approve Resolution 2021-XXX authorizing the General Manager to execute and approving Amendment No. 2 to the Agreement for Assumption of Operations and Maintenance of Wastewater Treatment and Collection Facilities

7.2. The Meadows Phase 2 Sewer Agreement

94 - 105

The Meadows Phase 2 OM Agreement Packet 210907.pdf

Recommended Action: Approve Resolution 2021-XXX authorizing the General Manager to execute an Operations and Maintenance Service Agreement for Phase 2 of the Meadows Community Onsite Septic System

8. Commissioner Reports

9. Executive Session

RCW 42.30.110 (1) (l) – to discuss with legal counsel potential litigation to which the PUD is likely to become a party.

10. Adjourn



PUBLIC UTILITY DISTRICT NO. 1 of Jefferson County

May 25, 2021
Board of Commissioners
Special Meeting
Broadband Policies, Rates,
Contracts and Plans
Draft Minutes

The Special 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 10:00 a.m. on May 25, 2021, via Zoom video conference. Present:

Commissioner Dan Toepper. President
Commissioner Jeff Randall, Secretary
Commissioner Kenneth Collins, Vice President
Kevin Streett, General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Director
Mike Bailey, Finance Director
Jean Hall, Customer Service Director
Scott Bancroft, Operations Director
Annette Johnson, Executive Assistant/Records Administrator
Melanie Patterson, Human Resources Director
Lori Rae, Operations Supervisor
Don McDaniel, PUD Consultant
Doug Dawson, Owner/President CCG Consulting

Page 1 of 3

Jefferson County PUD BOC Special Meeting - Broadband May 25, 2021 Draft Minutes

Cammy Brown, Recording Secretary

1. CALL TO ORDER.

Commissioner Dan Toepper called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for May 25, 2021, to order at 10:00 a.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

Roll call was taken. All three commissioners were present. It was determined there was a quorum.

2. <u>AGENDA REVIEW.</u> Commissioner Dan Toepper presented the agenda.

MOTION: Commissioner Kenneth Collins made a motion to accept the agenda as presented. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

- PLANS. Doug Dawson, Owner/President of CCG Consulting gave a presentation on broadband policies, rates, contracts, and plans. Two primary documents that were discussed were a Telecommunications Customer Service Policy and a List of Rates. There are seven or eight other PUDs that are selling substantial amounts of connections in open access environment. These policies define that the PUD would interact with an Internet Service Provider (ISP) who wants to serve on the network. These policies are a living document. Important to define what the PUD does versus what the ISP does. No action was taken. Details of presentation may be heard on audio recording at www.jeffpud.org.
- **4. AJOURNMENT:** Commissioner Dan Toepper declared the May 25, 2021, Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 12:04 p.m.

| Minutes prepared by | |
|---------------------|--|

Page 2 of 3

Jefferson County PUD BOC Special Meeting - Broadband May 25, 2021 Draft Minutes

Cammy Brown, PUD Recording Secretary

| Approved: | |
|--|----------|
| Commissioner Jeff Randall, Secretary | Date |
| Attest: | |
| Commissioner Dan Toepper, President | Date |
| Commissioner Kenneth Collins, Vice President | Date |

Please note PUD Board of Commissioner special 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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Jefferson County PUD BOC Special Meeting - Broadband May 25, 2021 Draft Minutes

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 \$2,355,105.85 on this 7TH day of SEPTEMBER 2021;

Dan Toepper Kenneth Collins Jeff Randall
President Vice President Secretary

PAYMENTS TO BE APPROVED:

| | | WARRAI | NTS | | | AN | OUNT | DATE |
|-----------------------|----|--------|-----|---|--------|----|------------|-----------|
| Accounts Payable: | # | 126863 | to | # | 126924 | \$ | 336,490.20 | 8/12/2021 |
| Accounts Payable: | # | 126925 | to | # | 126956 | \$ | 419,188.95 | 8/19/2021 |
| Accounts Payable: | # | 126957 | to | # | 127003 | \$ | 346,915.39 | 8/26/2021 |
| Payroll Checks: | # | 70934 | to | # | 70938 | \$ | 9,082.38 | 8/20/2021 |
| Payroll Direct Deposi | t: | | | | | \$ | 133,457.93 | 8/20/2021 |

TOTAL INVOICES PAID \$1,245,134.85

 WIRE TRANSFERS PAID
 AMOUNT
 DATE

 BPA
 \$ 1,109,971.00
 8/11/2021

PAYMENT TOTAL \$2,355,105.85

VOIDED WARRANTS

123652 \$ 146.19

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: Wike Bailey 8/31/2021

Mike Bailey, Financial Director / District Auditor Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

| | | WARRA | NTS | | | AMOUNT | DATE |
|-----------------------|----|--------|-----|---|--------|------------------|-----------|
| Accounts Payable: | # | 126863 | to | # | 126924 | \$ 336,490.20 | 8/12/2021 |
| Accounts Payable: | # | 126925 | to | # | 126956 | \$ 419,188.95 | 8/19/2021 |
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TOTAL INVOICES PAID \$1,245,134.85

 WIRE TRANSFERS PAID
 AMOUNT
 DATE

 BPA
 \$ 1,109,971.00
 8/11/2021

GRAND TOTAL \$2,355,105.85

VOIDED WARRANTS

123652 \$ 146.19

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08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | Amount |
|----------------------|-------------|--------|-------------------------|--|----------------|
| 123652 7/16/20 | CHK | 10167 | OFFICE DEPOT | WAREHOUSE - OFFICE SUPPLIES | 19.61 V |
| | | | | WAREHOUSE - OFFICE SUPPLIES | 4.90V |
| | | | | 310 TRP WDE - OFFICE SUPPLIES | 97.34V |
| | | | | 310 TRP WDE - OFFICE SUPPLIES | 24.34V |
| | | | | Total for Check/Tran - 123652: | 146.19V |
| 126863 8/12/21 | CHK | 10481 | AMAZON | 3 NEW TABLETS | 1,153.43 |
| | | | | KITCHEN SUPPLIES-OPERATIONS | 392.38 |
| | | | | KITCHEN SUPPLIES-OPERATIONS | 98.08 |
| | | | | KITCHEN SUPPLIES-OPERATIONS | 29.66 |
| | | | | KITCHEN SUPPLIES-OPERATIONS | 7.42 |
| | | | | GLOVES | 26.18 |
| | | | | Total for Check/Tran - 126863: | 1,707.15 |
| 126864 8/12/21 | CHK | 10447 | ANIXTER INC. | GROUND ROD-COPPER, STIRRUP, INSULATOR | 600.05 |
| | | | | INSULATOR | 373.12 |
| | | | | STIRRUP | 1,009.18 |
| | | | | WASP/ANT SPRAY | 52.37 |
| | | | | Total for Check/Tran - 126864: | 2,034.72 |
| 126865 8/12/21 | СНК | 10451 | ASCENT LAW PARTNERS LLP | FLAT FEE BOC MEETINGS (225-104) JUL 2021 | 5,600.00 |
| | | | | FLAT FEE BOC MEETINGS (225-104) JUL 2021 | 1,400.00 |
| | | | | GENERAL UTILITY (225-102) JUL 2021 | 10,560.00 |
| | | | | GENERAL UTILITY (225-102) JUL 2021 | 2,640.00 |
| | | | | Total for Check/Tran - 126865: | 20,200.00 |
| 126866 8/12/21 | СНК | 10688 | MIKE BAILEY | PHONE ALLOWANCE - JUL 2021 | 36.00 |
| | | | | PHONE ALLOWANCE - JUL 2021 | 9.00 |
| | | | | Total for Check/Tran - 126866: | 45.00 |
| 126867 8/12/21 | СНК | 10838 | ZACHARY BARBIETO | BOOT/TOOL ALLOWANCE 2021 | 27.78 |
| 126867 8/12/21 | | | | BOOT/TOOL ALLOWANCE 2021 | 27.78 |
| | | | | Total for Check/Tran - 126867: | 55.56 |

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08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | Amount |
|---|-------------|--------|---------------------------------|---|-----------|
| 126868 8/12/21 | СНК | 10870 | BIG BLUE PRESSURE WASHING AND L | GRND MAINTENANCE - 210&310 FR CRNS 7/14 | 218.20 |
| | | | | GRND MAINTENANCE - 210&310 FR CRNS 7/14 | 54.55 |
| | | | | GRND MAINTENANCE - 210&310 FR CRNS 7/28 | 218.20 |
| | | | | GRND MAINTENANCE - 210&310 FR CRNS 7/28 | 54.55 |
| | | | | Total for Check/Tran - 126868: | 545.50 |
| 126869 8/12/21 | СНК | 10623 | CARL H. JOHNSON & SON EXCAVATIN | CNDT INSTL - ORCAS VIEW TRAIL | 2,849.82 |
| | | | | CONDUIT INSTL - 1720 E MARROWSTONE | 231.00 |
| | | | | EMRG EXCAVATING - 162 OLD FLAGLER RD | 419.50 |
| | | | | METER INSTL - 50 NOLTON RD | 1,287.38 |
| | | | | EXCAVATING - 1690 E MARROWSTONE RD | 1,341.93 |
| | | | | GROUNDS REPAIR - 50 NOLTON RD | 1,731.96 |
| | | | | EXCAVATING - 10805 RHODY DR | 5,424.45 |
| | | | | Total for Check/Tran - 126869: | 13,286.04 |
| 126870 8/12/21 | CHK | 10038 | CASCADE COLUMBIA DISTRIBUTION C | RETURN OF DRUMS QTY8 | -204.82 |
| | | | | POTASSIUM PERMANG IMP | 1,718.22 |
| | | | | Total for Check/Tran - 126870: | 1,513.40 |
| 126871 8/12/21 | CHK | 10044 | CENTURY LINK QCC-P | PHONE SERVICE - JUL 2021 | 10.32 |
| | | | | PHONE SERVICE - JUL 2021 | 2.58 |
| | | | | Total for Check/Tran - 126871: | 12.90 |
| 126872 8/12/21 | СНК | 10051 | CITY OF PORT TOWNSEND-UTILITY | KEARNEY SUBST - JUL 2021 | 194.72 |
| 126873 8/12/21 | СНК | 10055 | CONSOLIDATED ELECTRICAL DISTRIB | CONDUIT SWEEP | 379.78 |
| 126874 8/12/21 | СНК | 10621 | CRAIG LABENZ | WEBSITE DEVELOPMENT - JUL 2021 | 720.00 |
| | | | | WEBSITE DEVELOPMENT - JUL 2021 | 180.00 |
| _ | | | | Total for Check/Tran - 126874: | 900.00 |
| 20 20 21 26875 8/12/21 20 20 | СНК | 10876 | EDM INTERNATIONAL, INC. | PHASE TRAKKER UNIT | -541.45 |
| ge | | | | PHASE TRAKKER UNIT | 6,491.45 |
| 10 0 | | | | Total for Check/Tran - 126875: | 5,950.00 |
| 126876 8/12/21 | CHK | 10078 | ESCI | ESCI SAFETY TRAINING - AUG 2021 | 1,905.00 |
| 184 | | | /pro/rpttemplate/acct/2.4 | 9.1/ap/AP_CHK_REGISTER.xml.rpt | |

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amoun |
|----------------------|-------------|--------|-------------------------------|-------------------------------------|--------------------------------|----------|
| 126877 8/12/21 | СНК | 10404 | FARWEST LINE SPECIALTIES LLC | REPLACEMENT GRIP | | 158.2 |
| | | | | REPLACEMENT GRIP | | -13.2 |
| | | | | | Total for Check/Tran - 126877: | 145.0 |
| 126878 8/12/21 | CHK | 10821 | FCS GROUP | METER RPLCMNT ANALYSIS THRU 7/23/20 | 221 | 3,307.5 |
| 126879 8/12/21 | СНК | 10094 | GENERAL PACIFIC, INC | CONDUIT SLITTER | | 381.8 |
| | | | | HEAT SHRINK | | 981.1 |
| | | | | INSULATOR POLYMER DEAD END-25KV & | HEAT SH | 227.3 |
| | | | | HEAT SHRINK | | 356.2 |
| | | | | | Total for Check/Tran - 126879: | 1,946.48 |
| 126880 8/12/21 | CHK | 10802 | THERESA L GIESE | DAILY MAIL OFFICE RUN JUL 2021 | | 46.8 |
| | | | | DAILY MAIL OFFICE RUN JUL 2021 | | 11.70 |
| | | | | | Total for Check/Tran - 126880: | 58.5 |
| 126881 8/12/21 | CHK | 10098 | GRAINGER | USED OIL SIGN | | 29.10 |
| 126882 8/12/21 | СНК | 10104 | HADLOCK BUILDING SUPPLY, INC. | METER REPAIR - MATERIALS | | 35.98 |
| | | | | SHOP - TOOLS | | 33.5 |
| | | | | SHOP - MARKING PAINT | | 30.50 |
| | | | | OPERATIONS - FIRE ALARM MATERIALS | | 9.13 |
| | | | | OPERATIONS - FIRE ALARM MATERIALS | | 2.28 |
| | | | | POLE & BRUSH FOR VEH# 205 | | 21.25 |
| | | | | WAREHOUSE - GSH | | 4.20 |
| | | | | WAREHOUSE - DRILL BITS | | 17.43 |
| | | | | WAREHOUSE - LADDERS | | 366.5 |
| | | | | SHOP - MARKING PAINT | | 45.76 |
| | | | | LAZY C - MATERIALS | | 35.95 |
|] | | | | | Total for Check/Tran - 126882: | 602.62 |
| 126883 8/12/21 | CHK | 10396 | JEAN M HALL | PHONE ALLOWANCE - JUL 2021 | | 36.00 |
| 24 | | | | PHONE ALLOWANCE - JUL 2021 | | 9.00 |
| • | | | | | Total for Check/Tran - 126883: | 45.00 |

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08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amount |
|----------------------|-------------|--------|------------------------------|---------------------------------------|--------------------------------|-----------|
| 126884 8/12/21 | CHK | 10110 | HENERY HARDWARE | WAREHOUSE - TOOLS | _ | 94.87 |
| | | | | LAZY C - MATERIALS | | 81.51 |
| | | | | LAZY C - MATERIALS | | -25.73 |
| | | | | | Total for Check/Tran - 126884: | 150.65 |
| 126885 8/12/21 | СНК | 10113 | HRA VEBA TRUST CONTRIBUTIONS | VEBA BENEFIT JULY 2021 | | 2,240.00 |
| | | | | VEBA DEDUCTION JULY 2021 | | 1,325.00 |
| | | | | | Total for Check/Tran - 126885: | 3,565.00 |
| 126886 8/12/21 | СНК | 10114 | IBEW LOCAL UNION NO 77 | UNION DUES IBEW - JULY 2021 | | 2,249.42 |
| 126887 8/12/21 | СНК | 10839 | IRBY ELECTRICAL UTILITES | WASHER | | 310.94 |
| | | | | SIDEBY | | 152.74 |
| | | | | FIBER ADSS STORAGE RACK KIT | | 25,639.70 |
| | | | | | Total for Check/Tran - 126887: | 26,103.38 |
| 126888 8/12/21 | СНК | 10129 | JIFFY LUBE | VEH#119 - OIL CHANGE | | 103.83 |
| 126889 8/12/21 | СНК | 10320 | ANNETTE JOHNSON | PHONE ALLOWANCE - JUL 2021 | | 36.00 |
| | | | | PHONE ALLOWANCE - JUL 2021 | | 9.00 |
| | | | | | Total for Check/Tran - 126889: | 45.00 |
| 126890 8/12/21 | СНК | 10348 | KEMP WEST, INC | TT T&M - NOLTON, BLUE BERRY 7/26-7/29 | | 12,250.80 |
| 126891 8/12/21 | СНК | 10286 | L & J ENTERPRISES | BRUSH HOG - 174 NOLTON RD | | 2,018.35 |
| | | | | BRUSH HOG - LUDLOW BAY RD | | 3,082.08 |
| | | | | EXCAVATING - 133 CRYSTAL CT | | 2,372.93 |
| | | | | FILL HOLE - PINECREST DR | | 327.30 |
| | | | | | Total for Check/Tran - 126891: | 7,800.66 |
| 126892 8/12/21 | CHK | 10134 | LEMAY MOBILE SHREDDING | SHRED 4CRNR JUL-21 | | 194.80 |
| 7 | | | | SHRED 4CRNR JUL-21 | | 48.70 |
| 7) ! | | | | | Total for Check/Tran - 126892: | 243.50 |
| 126893 8/12/21 | СНК | 10136 | LES SCHWAB TIRES | BRAKES FOR VEH# 206 | | 1,978.98 |
| 2 | | | | TIERS FOR VEH# 101 | | 1,152.44 |

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| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | Amoun |
|----------------------|-------------|--------|---------------------------------|--|----------|
| | | | | Total for Check/Tran - 126893: | 3,131.4 |
| 126894 8/12/21 | СНК | 10888 | LIBBY ENVIRONMENTAL, INC. | MANRESA CASTLE - OIL TESTING | 75.0 |
| 126895 8/12/21 | CHK | 10153 | MURREY'S DISPOSAL CO., INC. | DISPOSAL 211 CHIM JUN-21 | 41.5 |
| | | | | DISPOSAL 211 CHIM JUN-21 | 10.3 |
| | | | | DISPOSAL 4CRNR 2YD CONT 1XWK JUL-21 | 166.3 |
| | | | | DISPOSAL 4CRNR 2YD CONT 1XWK JUL-21 | 41.5 |
| | | | | 2YD OCC-4CRNRS JUL-2021 | 120.7 |
| | | | | 2YD OCC-4CRNRS JUL-2021 | 30.1 |
| | | | | DISPOSAL 4CRNR 30YD ROLL OFF RNTL JUL-21 | 358.3 |
| | | | | DISPOSAL 4CRNR 30YD ROLL OFF RNTL JUL-21 | 89.5 |
| | | | | 211 CHIM JUL-21 | 42.3 |
| | | | | 211 CHIM JUL-21 | 10.5 |
| | | | | DISPOSAL 21 KENNEDY JUL-21 | 37.6 |
| | | | | DISPOSAL 21 KENNEDY JUL-21 | 37.6 |
| | | | | DISPOSAL 210 2YD CONT 1XWK JUL-21 | 162.3 |
| | | | | DISPOSAL 210 2YD CONT 1XWK JUL-21 | 40.5 |
| | | | | Total for Check/Tran - 126895: | 1,189.7 |
| 126896 8/12/21 | СНК | 10417 | NEW PIG CORPORATION | TRUCK SPILL KITS | 1,057.8 |
| 126897 8/12/21 | СНК | 10667 | NORTHWEST OPEN ACCESS NETWORK | SHERIDAN/QUIL-SHOVEL READY DESIGN | 112.5 |
| 126898 8/12/21 | СНК | 10322 | NRC ENVIRONMENTAL SERVICES, INC | TEST&REMOVE CNTMNTD SOIL - PETE BECK RD | 13,305.9 |
| 126899 8/12/21 | СНК | 10164 | NW LABORERS 252 (DUES) | UNION DUES LABORERS - JULY 2021 | 720.0 |
| 126900 8/12/21 | СНК | 10166 | NWPPA | NWPPA-FIN SERVICES MANGER AD | 100.0 |
| | | | | NWPPA-FIN SERVICES MANGER AD | 25.0 |
|) | | | | Total for Check/Tran - 126900: | 125.0 |
| 126901 8/12/21 | СНК | 10631 | WILLIAM P O'DONNELL | WPUDA CONF EXPS 7/14-7/16 | 276.9 |
| | | | | WPUDA CONF EXPS 7/14-7/16 | 69.2 |
| | | | | | |

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | Amoun |
|---|-------------|--------|---------------------------|--|----------|
| | | | | PHONE ALLOWANCE - JUL 2021 | 9.0 |
| | | | | Total for Check/Tran - 126901: | 391.2 |
| 126902 8/12/21 | СНК | 10290 | OASIS WELL DRILLING, INC | WELL REPAIR - OLYMIC MOBILE VILLAGE | 5,235.2 |
| 120702 0/12/21 | CIIIC | 10270 | ONSIS WELL BRIEFING, INC | WELL REPAIR - OLYMIC MOBILE VILLAGE | 10,419.0 |
| | | | | WELL REPAIR - OLYMIC MOBILE VILLAGE | 2,127.4 |
| | | | | Total for Check/Tran - 126902: | 17,781.7 |
| 10 (000 0/10/01 | G**** | 4046 | | | |
| 126903 8/12/21 | CHK | 10167 | OFFICE DEPOT | FLOAT - OFFICE SUPPLIES | 38.1 |
| | | | | FLOAT - OFFICE SUPPLIES | 9.5 |
| | | | | OPERATIONS - OFFICE SUPPLIES | 31.4 |
| | | | | OPERATIONS - OFFICE SUPPLIES | 7.8 |
| | | | | OPERATIONS - OFFICE SUPPLIES | 56.1 |
| | | | | OPERATIONS - OFFICE SUPPLIES | 14.0 |
| | | | | Total for Check/Tran - 126903: | 157. |
| 126904 8/12/21 | СНК | 10169 | OLYCAP | PWRBST/OLYCAP JULY 2021 | 1,236.7 |
| 126905 8/12/21 | СНК | 10170 | OLYMPIC EQUIPMENT RENTALS | PETERSON LAKE - MATERIALS | 33.8 |
| | | | | 23HADLOCK HEIGHTS - EQUIPMENT RENTAL | 364.2 |
| | | | | Total for Check/Tran - 126905: | 398.0 |
| 126906 8/12/21 | CHK | 10175 | PACIFIC UNDERWRITERS CORP | LIFE - SEP 2021 | 93.1 |
| | | | | LTD - SEP 2021 | 1,326.7 |
| | | | | Total for Check/Tran - 126906: | 1,419.9 |
| 126907 8/12/21 | CHK | 10180 | PENINSULA DAILY NEWS | PENINSULA DAILY - 52 WEEK RNW 1YR 2021 | 128.9 |
| | | | | PENINSULA DAILY - 52 WEEK RNW 1YR 2021 | 32.2 |
| 126908 8/12/21 U D D D D D D D D D D D D D D D D D D | | | | Total for Check/Tran - 126907: | 161.2 |
| 126908 8/12/21 | CHK | 10181 | PENINSULA PEST CONTROL | QRTLY GP SVC 210 FOUR CRNRS AUG 2021 | 78.5 |
| U N | | | | QRTLY GP SVC 210 FOUR CRNRS AUG 2021 | 19.6 |
| | | | | RODENT SVC MO 310 FOUR CRNRS AUG 2021 | 65.4 |
| 7 | | | | RODENT SVC MO 310 FOUR CRNRS AUG 2021 | 16.3 |
| <u>.</u> | | | | RODENT SVC MO 210 FOUR CRNRS AUG 2021 | 61.1 |
| 1 | | | | | |

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| | | 11 | | RODENT SVC MO 210 FOUR CRNRS AUG 2021 | | 15.2 |
| | | | | Total | for Check/Tran - 126908: | 256.3 |
| 126909 8/12/21 | CHK | 10197 | PRINTERY COMMUNICATIONS | DOOR HANGERS | | 461.0 |
| | | | | BUSINESS CARDS FOR 1PERSON, QTY250 | | 64.2 |
| | | | | BUSINESS CARDS FOR 1PERSON, QTY250 | | 16.0 |
| | | | | POSTCARDS FOR BROADBAND SURVEY | | 3,569.2 |
| | | | | BUSINESS CARDS FOR 6PEPS QTY3000 | | 193.7 |
| | | | | BUSINESS CARDS FOR 6PEPS QTY3000 | | 48.4 |
| | | | | Total | for Check/Tran - 126909: | 4,352.7 |
| 126910 8/12/21 | СНК | 10203 | PURMS JOINT SELF INSURANCE FUND | HEALTH & WELFARE JUL 2021 | | 57,788.9 |
| 126911 8/12/21 | СНК | 10205 | QUILCENE HENERYS HARDWARE | LAZY C - MATERIALS | | 6.9 |
| 126912 8/12/21 | СНК | 10708 | RCE TRAFFIC CONTROL, INC | FLAGGING - TT 7/19-7/22 | | 6,732.0 |
| | | | | FLAGGING - 655 PINECREST DR 7/22 | | 1,377.5 |
| | | | | FLAGGING - MARROWSTONE REGULATOR BANK | K | 4,475.5 |
| | | | | Total | for Check/Tran - 126912: | 12,585.0 |
| 126913 8/12/21 | CHK | 10869 | RITZ SAFETY LLC | FR CLOTHING | | 90.0 |
| | | | | FR CLOTHING | | 202.5 |
| | | | | FR CLOTHING | | 244.3 |
| | | | | FR CLOTHING | | 80.0 |
| | | | | FR CLOTHING RETURN ORDER#8251 | | -80.0 |
| | | | | FR CLOTHING RETURN ORDER#2125 | | -450.1 |
| | | | | FR CLOTHING | | 63.4 |
| | | | | Total | for Check/Tran - 126913: | 150.2 |
| 126914 8/12/21 | CHK | 10216 | SECURITY SERVICES NW, INC. | ANSWER SVC FOR JUL 2021 | | 2,151.7 |
| D D D | | | | ANSWER SVC FOR JUL 2021 | | 2,151.7 |
| 2 D | | | | ANSWER SVC FOR JUL 2021 | | 881.4 |
| ע ד | | | | ANSWER SVC AUG 2021 | | 2,073.9 |
| 15 of 10 ⁴ | | | | ANSWER SVC AUG 2021 | | 2,073.9 |
| <u>1</u> | | | // | 0 1/an/AP CHK REGISTER vml rnt | | |

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| | _ | _ | | ANSWER SVC AUG 2021 | _ | 1,037.00 |
| | | | | | Total for Check/Tran - 126914: | 10,369.92 |
| 126915 8/12/21 | CHK | 10217 | SETON CONSTRUCTION INC | FLAGGING - SWANSONVILLE 5/17-5/20 | | 5,124.16 |
| | | | | FLAGGING - CENTER RD 6/07-6/08 | | 3,188.04 |
| | | | | FLAGGING - SWANSONVILLE 5/11-5/13 | | 3,882.68 |
| | | | | FLAGGING - GARDINER BEACH RD 7/20 | | 708.24 |
| | | | | FLAGGING - 397 N JACOB MILLER RD 7/19 | | 1,338.32 |
| | | | | FLAGGING - SR116, NESS' CORNER 7/27 | | 509.60 |
| | | | | | Total for Check/Tran - 126915: | 14,751.04 |
| 126916 8/12/21 | CHK | 10219 | SHOLD EXCAVATING INC | RPLC FLOAT - KALA PT VILLAGE 7/09 | | 579.12 |
| 126917 8/12/21 | СНК | 10331 | ST VINCENT DE PAUL | PWRBST/ST VINCENT DE PAUL JULY 2021 | | 1,236.77 |
| 126918 8/12/21 | СНК | 10400 | DONALD K STREETT | PHONE ALLOWANCE - JUL 2021 | | 45.00 |
| 126919 8/12/21 CHK 10 | 10524 | TRI-CITY CONSTRUCTION COUNCIL | ASSOC MEMBER DUES 1YR - 7/1/21-6/30/22 | | 384.00 | |
| | | | | ASSOC MEMBER DUES 1YR - 7/1/21-6/30/22 | | 96.00 |
| | | | | | Total for Check/Tran - 126919: | 480.00 |
| 126920 8/12/21 | CHK | 10256 | UTILITIES UNDERGROUND LOCATION | LOCATES - JUL 2021 | | 90.30 |
| | | | | LOCATES - JUL 2021 | | 109.65 |
| | | | | | Total for Check/Tran - 126920: | 199.95 |
| 126921 8/12/21 | CHK | 10328 | VERIZON CONNECT NWF INC. | CUST#JEFF007 ALL VEH GPS - JUL 2021 | | 394.02 |
| | | | | CUST#JEFF007 ALL VEH GPS - JUL 2021 | | 186.39 |
| | | | | | Total for Check/Tran - 126921: | 580.41 |
| 126922 8/12/21 | СНК | 10265 | WA STATE DEPT OF RETIREMENT SYST | RETIREMENT/REPORT #8828 JULY 2021-PE | RS 2 | 70,623.61 |
| | | | | RETIREMENT/REPORT #8828 JULY 2021-PE | RS 3 | 7,684.47 |
| 12 (222 2 (12/21 | | | | | Total for Check/Tran - 126922: | 78,308.08 |
| 126923 8/12/21 | СНК | 10496 | WELLS FARGO VENDOR FIN SERV | 4CRNRS COPYRNT AUG 21 | | 315.09 |
| | | | | 4CRNRS COPYRNT AUG 21 | | 78.77 |
| , | | | | | Total for Check/Tran - 126923: | 393.86 |

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| 126924 8/12/21 | CHK | 10278 | WPUDA | MONTHLY DUES - AUG 2021 | 4,612.80 |
| | | | | MONTHLY DUES - AUG 2021 | 1,153.20 |
| | | | | Total for Check/Tran - 126924: | 5,766.00 |
| 126925 8/19/21 | CHK | 10641 | MELISSA J BLAIR | WELLNESS PROGRAM REIMBURSEMENT 2021 | 80.08 |
| | | | | WELLNESS PROGRAM REIMBURSEMENT 2021 | 20.00 |
| | | | | Total for Check/Tran - 126925: | 100.00 |
| 126926 8/19/21 | CHK | 10889 | JESSE E BLAND | BOOTS/TOOL ALLOWANCE 2021 | 150.00 |
| | | | | BOOTS/TOOL ALLOWANCE 2021 | 150.00 |
| | | | | Total for Check/Tran - 126926: | 300.00 |
| 126927 8/19/21 | СНК | 10295 | DYLAN C BRACKNEY | WELLNESS PROGRAM REIMBURSEMENT 2021 | 136.00 |
| 126928 8/19/21 | СНК | 10781 | EVERGREEN CONSULTING GR | OUP, LLC ENERGY CONSERVATION REBATE | 2,520.3 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,123.10 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 40.00 |
| | | | | ENERGY CONSERVATION REBATE | 2,100.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 900.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 900.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 700.00 |

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| | | | - | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 1,300.00 |
| | | | | ENERGY CONSERVATION REBATE | 40.00 |
| | | | | ENERGY CONSERVATION REBATE | 600.00 |
| | | | | ENERGY CONSERVATION REBATE | 2,953.94 |
| | | | | Total for Check/Tran - 126928: | 33,977.41 |
| 126929 8/19/21 | CHK | 10085 | FASTENAL | VENDING MACHINE RESTOCK | 444.98 |
| 126930 8/19/21 | CHK | 10095 | GOOD MAN SANITATION, INC | 310 4CRNRS-RESTROOM UNIT 7/20-8/15/2021 | 120.00 |
| | | | | 310 4CRNRS-RESTROOM UNIT 7/20-8/15/2021 | 30.00 |
| | | | | Total for Check/Tran - 126930: | 150.00 |
| 126931 8/19/21 | CHK | 10104 | HADLOCK BUILDING SUPPLY, INC. | LAZY C - MATERIALS AIR RLS BSTR PUMP | 45.28 |
| | | | | LAZY C - MATERIALS AIR RELEASE | 17.12 |
| | | | | SHOP - MATERIALS | 10.89 |
| | | | | SHOP - MATERIALS | 16.32 |
| | | | | Total for Check/Tran - 126931: | 89.61 |
| 126932 8/19/21 | CHK | 10281 | JEFFCO EFTPS | EMPLOYEES' MEDICARE TAX | 3,112.01 |
| | | | | EMPLOYER'S MEDICARE TAX | 3,112.01 |
| | | | | EMPLOYEES' FICA TAX | 13,015.85 |
| | | | | EMPLOYER'S FICA TAX | 13,015.85 |
| | | | | EMPLOYEES' FEDERAL WITHHOLDING | 13,752.29 |
| | | | | EMPLOYEES' FEDERAL WITHHOLDING TAX | 8,803.11 |
| J | | | | Total for Check/Tran - 126932: | 54,811.12 |
| 126933 8/19/21 | CHK | 10532 | JEFFERSON COUNTY PUD PAYROLL AC | C PR 08.20.2021-DIRECT DEPOSIT CHECKS | 133,457.93 |
|) | | | | PR 08.20.2021-MANUAL CHECKS | 9,082.38 |
| | | | | Total for Check/Tran - 126933: | 142,540.31 |

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| 126934 8/19/21 | СНК | 10128 | JEFFERSON COUNTY TREASURER | JULY 2021 B&O TAX | _ | 113,721.05 |
| 126935 8/19/21 | СНК | 10388 | JEREMIAH J JONES | LINEMAN - CDL PHYSICAL | | 120.00 |
| 126936 8/19/21 | СНК | 10286 | L & J ENTERPRISES | REPAIR PROPERTY - JOHNSON RD | | 2,258.37 |
| | | | | INSTL FIBER VAULTS - WASHINGTON LN | | 12,676.87 |
| | | | | ROW MAINTENANCE - SR104 | | 9,819.00 |
| | | | | | Total for Check/Tran - 126936: | 24,754.24 |
| 126937 8/19/21 | CHK | 10142 | MASON COUNTY PUD #1 | DOSEWALLIPS RD-PUMP ELEC - JUL 21 | | 273.39 |
| | | | | BPA RD-PUMP ELEC - JUL 21 | | 141.31 |
| | | | | WILLIAMS CT ELEC - JUL 21 | | 41.16 |
| | | | | | Total for Check/Tran - 126937: | 455.86 |
| 126938 8/19/21 | СНК | 10777 | BARUCH A MCKNIGHT | WELLNESS PROGRAM REIMBURSEMENT | 2021 | 68.00 |
| | | | | WELLNESS PROGRAM REIMBURSEMENT | 2021 | 17.00 |
| | | | | | Total for Check/Tran - 126938: | 85.00 |
| 126939 8/19/21 | 126939 8/19/21 CHK 10163 | 10163 | NOR'WEST CUSTODIAL SERVICES, INC. | CUSTODIAL SVC - JUL 2021 | | 1,540.00 |
| | | | | CUSTODIAL SVC - JUL 2021 | | 385.00 |
| | | | | | Total for Check/Tran - 126939: | 1,925.00 |
| 126940 8/19/21 | CHK | 10322 | NRC ENVIRONMENTAL SERVICES, INC | TRNSFMR CLEAN UP - 2215 WASH ST 4/16 | | 404.70 |
| | | | | CLEAN UP OIL SPILL - 310 FOUR CRNRS | | 373.54 |
| | | | | | Total for Check/Tran - 126940: | 778.24 |
| 126941 8/19/21 | CHK | 10166 | NWPPA | NWPPA - 2021 EXC IN COMM CONTEST EN | TRY | 120.00 |
| | | | | NWPPA - 2021 EXC IN COMM CONTEST EN | TRY | 30.00 |
| | | | | | Total for Check/Tran - 126941: | 150.00 |
| 126942 8/19/21 | СНК | 10549 | PENINSULA LEGAL SECRETARIAL SER | TRANSCRIPTION SVC 8/5-8/12/21 | | 658.00 |
| Ţ | | | | TRANSCRIPTION SVC 8/5-8/12/21 | | 164.50 |
| Page | | | | | Total for Check/Tran - 126942: | 822.50 |
| ත්126943 8/19/21 | СНК | 10188 | PLATT ELECTRIC SUPPLY | FISHLINE | | 46.45 |
| 126944 8/19/21 | СНК | 10195 | PRECISION FIBER, INC | FIBER SPLICING - OAK BAY & WASH LN | | 5,050.75 |
| 51 25 4 | | | /pro/rpttemplate/acct/2.4 | 9.1/ap/AP_CHK_REGISTER.xml.rpt | | |

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| | | | | FIBER SPLICING - E SIMS WAY 7/28-7/29 | 3,818.7 |
| | | | | Total for Check/Tran - 126944: | 8,869.5 |
| 126945 8/19/21 | CHK | 10203 | PURMS JOINT SELF INSURANCE FUND | PROPERTY GENERAL ASSESSMENT 8/13/2021 | 8,396.0 |
| | | | | PROPERTY GENERAL ASSESSMENT 8/13/2021 | 2,099.0 |
| | | | | Total for Check/Tran - 126945: | 10,495. |
| 126946 8/19/21 | СНК | 10869 | RITZ SAFETY LLC | FR CLOTHING | 469.9 |
| 126947 8/19/21 | СНК | 10212 | ROHLINGER ENTERPRISES INC | RECNDTN/TSTNG:CLEAN,TEST,&SILICONE WIPE | 34. |
| | | | | RECNDTN/TSTNG:CLEAN&TEST TELEPOLE | 135. |
| | | | | RECNDTN/TSTNG:TOOL REPAIR | 16. |
| | | | | RECNDTN/TSTNG:RECONDITION | 561. |
| | | | | RECNDTN/TSTNG:RECONDITION MISC TOOLS | 766. |
| | | | | RECNDTN/TSTNG:RECONDITION TOOL | 82 |
| | | | | RECNDTN/TSTNG:RCNDTIN,CHANCE MISC TOOLS | 1,037 |
| | | | | Total for Check/Tran - 126947: | 2,633. |
| 126948 8/19/21 | CHK | 10249 | SPECTRA LABORATORIES-KITSAP LLC | TESTING:CHLORIDE COYLE | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23 |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23 |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23 |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| | | | | TESTING:COLI/E.COLI QUIMPER 8/4/21 | 23. |
| • | | | | TESTING:COLI/ECOLI QUMPR/BYWTR 8/5/21 | 23. |
| | | | | TESTING:COLI/ECOLI QUMPR/BYWTR 8/5/21 | 23. |
| | | | | TESTING:COLI/ECOLI QUMPR/BYWTR 8/5/21 | 23. |
| | | | | TESTING:HERBICIDE PORT OF PT | 203 |
|) | | | | TESTING:PESTICIDE PORT OF PT | 467. |

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| | | | | TESTING:HERBICIDE SNOW CRK | | 203.00 |
| | | | | | Total for Check/Tran - 126948: | 1,172.00 |
| 126949 8/19/21 | CHK | 10221 | THE STATION SIGNS & SCREEN PRINTI | 210 4 CRNRS - SIGNAGE EMPLOYEES ONL | Y | 397.13 |
| | | | | 210 4 CRNRS - SIGNAGE EMPLOYEES ONL | Y | 99.28 |
| | | | | | Total for Check/Tran - 126949: | 496.41 |
| 126950 8/19/21 | СНК | 10251 | UGN - JEFFERSON COUNTY | UNITED GOOD NEIGHBORS EE | | 15.00 |
| 126951 8/19/21 | СНК | 10260 | WA STATE DEFERRED COMPENSATION | PL DEFERRED COMP EE | | 12,665.06 |
| | | | | PL DEFERRED COMP ER | | 5,107.57 |
| | | | | | Total for Check/Tran - 126951: | 17,772.63 |
| 126952 8/19/21 | CHK | 10337 | WA STATE DEPT OF TRANSPORTATION | PERMIT:WO#121147 FRAN#30396 AMND#4 | | 486.72 |
| | | | | PERMIT:WO#92010 FRAN#92010 AMND#4 | | 483.17 |
| | | | | | Total for Check/Tran - 126952: | 969.89 |
| 126953 8/19/21 | СНК | 10267 | WA STATE SUPPORT REGISTRY | PL CHILD SUPPORT EE | | 165.50 |
| 126954 8/19/21 CHK 10- | 10496 | WELLS FARGO VENDOR FIN SERV | 4 CRNRS COPYRNT AUG 21 | | 226.93 | |
| | | | | 4 CRNRS COPYRNT AUG 21 | | 56.73 |
| | | | | | Total for Check/Tran - 126954: | 283.66 |
| 126955 8/19/21 | CHK | 10274 | WESTBAY AUTO PARTS, INC. | VEH#120 - CABIN AIR FILTER | | 17.75 |
| | | | | VEH#120 - AIR FILTER | | 11.40 |
| | | | | | Total for Check/Tran - 126955: | 29.15 |
| 126956 8/19/21 | CHK | 10858 | ZOOM VIDEO COMMUNICATIONS, INC. | VID CONF SVC 7/22-8/21/21 | | 327.21 |
| | | | | VID CONF SVC 7/22-8/21/21 | | 81.80 |
| | | | | | Total for Check/Tran - 126956: | 409.01 |
| 126957 8/26/21 | CHK | 10006 | AFLAC | AFLAC BILL AUG 2021 | | 60.48 |
| D N | | | | AFLAC BILL AUG 2021 | | 26.40 |
| D D D | | | | AFLAC BILL AUG 2021 | | 138.36 |
| 2 | | | | | Total for Check/Tran - 126957: | 225.24 |
| 1 26958 8/26/21 | СНК | 10012 | ALTEC INDUSTRIES, INC | DOT INSPECTION FOR VEH # 123 | | 1,916.40 |
| <u>→</u> ⊋₄ | | | // | 1/an/AP CHK REGISTER vml rnt | | |

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| | | | | DOT INSPECTION FOR VEH # 130 | _ | 1,658.97 |
| | | | | DOT INSPECTION FOR VEH # 101 | | 1,658.97 |
| | | | | DOT INSPECTION FOR VEH # 100 | | 1,986.48 |
| | | | | DOT INSPECTION FOR VEH # 103 | | 1,484.95 |
| | | | | Т | Total for Check/Tran - 126958: | 8,705.77 |
| 126959 8/26/21 | СНК | 10481 | AMAZON | AIR COMPRESSOR | | 1,179.57 |
| | | | | APC UPS UNITS | | 113.44 |
| | | | | APC UPS UNITS | | 28.37 |
| | | | | ROOFTOP STROBE# 124 | | 98.18 |
| | | | | WARNING TRIANGLES | | 91.62 |
| | | | | WARNING TRIANGLES | | 30.54 |
| | | | | Т | Total for Check/Tran - 126959: | 1,541.72 |
| 126960 8/26/21 | СНК | 10688 | MIKE BAILEY | NRECA:MNGMNT INTERNSHIP TRVL EXP AU | JG 21 | 466.40 |
| | | | | NRECA:MNGMNT INTERNSHIP TRVL EXP AU | JG 21 | 116.60 |
| | | | | Т | Total for Check/Tran - 126960: | 583.00 |
| 126961 8/26/21 | СНК | 10423 | CARROT-TOP INDUSTRIES INC | FLAG | | 65.51 |
| | | | | FLAG | | 16.38 |
| | | | | Т | otal for Check/Tran - 126961: | 81.89 |
| 126962 8/26/21 | СНК | 10843 | CCG CONSULTING | FIBER GRANTS - POLICY&PROCDRS THRU 7/ | /31 | 2,950.00 |
| 126963 8/26/21 | СНК | 10041 | CDW GOVERNMENT | 2 ADOBE ACROBAT PRODC LICS THRU 11/26 | /21 | 76.93 |
| | | | | 2 ADOBE ACROBAT PRODC LICS THRU 11/26. | /21 | 19.23 |
| | | | | Т | Total for Check/Tran - 126963: | 96.16 |
| 126964 8/26/21 | СНК | 10052 | CITY OF PORT TOWNSEND | WO#421102 WATER LINE LOCATE | | 188.80 |
| | | | | WO#421004 WATER LINE LOCATE | | 755.20 |
| D aa O | | | | Т | otal for Check/Tran - 126964: | 944.00 |
| D 126965 8/26/21 | СНК | 10346 | CLALLAM COUNTY PUD | BACKUP POWER SUPPLY 7/14/2021 | | 375.95 |
| 126966 8/26/21 | СНК | 10894 | COLLIERS INTERNATIONAL HOLDI | NGS OTTO ST - COMMERCIAL APPRAISAL | | 3,800.00 |
| , 1 | | | | OTTO ST - COMMERCIAL APPRAISAL | | 950.00 |
| of 126966 8/26/21 | | | /pro/rpttemplate/acc | ct/2.49.1/ap/AP_CHK_REGISTER.xml.rpt | | |
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| | | | | Т | otal for Check/Tran - 126966: | 4,750.00 |
| 126967 8/26/21 | CHK | 10053 | COMPUNET, INC | CISCO PHONE LIC A-FLEX 1Y THRU 7/21/2022 | 2 | 3,556.44 |
| | | | | GATE INTERCOM FOR DELIVERY ACCESS | | 840.05 |
| | | | | GATE INTERCOM FOR DELIVERY ACCESS | | 210.02 |
| | | | | T | otal for Check/Tran - 126967: | 4,606.51 |
| 126968 8/26/21 | СНК | 10372 | EVERGREEN COLLISION CENTER-SE | QU TOWING OF VEH # 415 FROM DONALD RD | | 1,056.72 |
| 126969 8/26/21 | СНК | 10404 | FARWEST LINE SPECIALTIES LLC | CARABINER | | 58.78 |
| | | | | DRIVER | | 19.03 |
| | | | | DRIVER SET | | 63.76 |
| | | | | HACKSAW | | 178.03 |
| | | | | IMPACT DRIVER | | 150.04 |
| | | | | IMPACT WRENCH | | 390.76 |
| | | | | SKINNING KNIFE | | 23.51 |
| | | | | WRENCH | | 319.77 |
| | | | | HAND TOOLS - IMPACT WRENCH, HACKSAW | & ETC | -100.40 |
| | | | | Т | otal for Check/Tran - 126969: | 1,103.28 |
| 126970 8/26/21 | CHK | 10821 | FCS GROUP | RATE STUDY SVC - THRU 7/23/2021 | | 1,965.00 |
| 126971 8/26/21 | СНК | 10749 | FIBER INSTRUMENT SALES INC. | BARE FIBER TESTER | | 440.71 |
| | | | | BARE FIBER TESTER | | -36.76 |
| | | | | T | otal for Check/Tran - 126971: | 403.95 |
| 126972 8/26/21 | CHK | 10094 | GENERAL PACIFIC, INC | ELBOW 1/0-WITH TEST POINT,LUG&BM CWII | DES | 1,876.09 |
| | | | | BOOM CLEANING WIPES | | 146.10 |
| | | | | LUG | | 213.84 |
| | | | | WATER METER BADGER 5/8X3/4" QTY24 | | 3,757.40 |
| Page | | | | STREETLIGHT-LED PROG 40W 2700K QTY477 | | 115,915.46 |
| | | | | Т | otal for Check/Tran - 126972: | 121,908.89 |
| \(\Omega_{126973} \) 8/26/21 | CHK | 10454 | GLOBAL RENTAL COMPANY INC | AT40-G BUCKET RNTL VEH#415 8/11-9/07 | | 2,943.00 |
| of (| | | | AT37-G BUCKET RNTL VEH#410 8/14-9/10 | | 2,725.00 |
| of 104 | | | /pro/rpttemplate/acct/ | 2.49.1/ap/AP_CHK_REGISTER.xml.rpt | | |

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amoun |
|----------------------|-------------|--------|-------------------------------|---------------------------------------|--------------------------------|----------|
| | | | | | Total for Check/Tran - 126973: | 5,668.00 |
| 126974 8/26/21 | СНК | 10098 | GRAINGER | AUTHORIZED PERSONNEL SIGN | | 24.6 |
| 126975 8/26/21 | СНК | 10732 | GRAYBAR ELECTRIC COMPANY INC. | RETURN OF NEWTORK DEVICE ENCLOSURE | E QTY2 | -898.40 |
| | | | | ENCLOSURE | | 449.23 |
| | | | | MULTI SCV GATEWAY QTY10 | | 3,085.78 |
| | | | | 1 | Total for Check/Tran - 126975: | 2,636.5 |
| 126976 8/26/21 | СНК | 10103 | H D FOWLER | WATER PARTS - METERS | | 3,004.2 |
| | | | | WATER PARTS - SADDLE BODY & STRAPS Q | OTY6 | 412.99 |
| | | | | WATER PARTS - | | 1,198.30 |
| | | | | 1 | Total for Check/Tran - 126976: | 4,615.60 |
| 126977 8/26/21 | СНК | 10104 | HADLOCK BUILDING SUPPLY, INC. | COYLE-MATERIALS FOR AIR/VAC VENT PIP | ES | 21.07 |
| | | | | LAZY C - MATERIALS FOR AIR RELSE BRAC | KET | 34.4 |
| | | | SPARLING WELL - MATERIALS | | 181.7 | |
| | | | | SPARLING WELL - RETURN MATERIALS | | -127.9 |
| | | | | SHOP - MATERIALS | | 92.68 |
| | | | | SPARLING WELL - MATERIALS | | 30.50 |
| | | | | LINEMAN - LP TORCH | | 47.9 |
| | | | | VEH#113- BATTERY | | 4.40 |
| | | | | SPARLING WELL - MATERIALS | | 308.97 |
| | | | | ר | Total for Check/Tran - 126977: | 593.7 |
| 126978 8/26/21 | CHK | 10110 | HENERY HARDWARE | VEH#116 - CUSHION CLAMP | | 4.34 |
| 126979 8/26/21 | СНК | 10839 | IRBY ELECTRICAL UTILITES | FIBER LINE MARKER | | 751.04 |
| | | | | HOTLINE CLAMP | | 455.7 |
| 1 | | | | 1 | Total for Check/Tran - 126979: | 1,206.81 |
| 126980 8/26/21 | СНК | 10518 | J HARLEN COMPANY | BOLT CUTTERS | | 126.94 |
| | | | | SHARP SHOOTER SHOVEL | | 77.14 |
| 126980 8/26/21 | | | | MILWAUKEE M18 FORCE LOGIC 15T CRIMPI | ER | 6,272.16 |
| • | | | | 7 | Total for Check/Tran - 126980: | 6,476.24 |

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Accounts Payable Check Register 08/31/2021 7:07:58 AM

08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amoun |
|----------------------|-------------|--------|----------------------------------|--------------------------------------|--------------------------------|-----------|
| 126981 8/26/21 | CHK | 10519 | JEFFERSON COUNTY-NOXIOUS WEED I | CONTROLLING NOXIOUS WEEDS AGREEM | IENT | 5,000.00 |
| 126982 8/26/21 | СНК | 10330 | KARR TUTTLE CAMPBELL | PROFESSION SVC: JUL 2021 | | 747.60 |
| | | | | PROFESSION SVC: JUL 2021 | | 186.90 |
| | | | | | Total for Check/Tran - 126982: | 934.50 |
| 126983 8/26/21 | СНК | 10348 | KEMP WEST, INC | BRUSH HOG OH LINES | | 4,950.00 |
| 126984 8/26/21 | СНК | 10286 | L & J ENTERPRISES | BRUSH HOG - IRONDALE SUBSTATION | | 14,627.58 |
| | | | | GROUNDS CLEARING - WYCOFF RD 8/04 | | 9,478.06 |
| | | | | | Total for Check/Tran - 126984: | 24,105.64 |
| 126985 8/26/21 | CHK | 10136 | LES SCHWAB TIRES | TIRES FOR VEH # 209 | | 1,448.35 |
| | | | | REPLACEMENT OF BRAKES ON VEH # 119 | | 729.03 |
| | | | | | Total for Check/Tran - 126985: | 2,177.38 |
| 126986 8/26/21 | CHK | 10333 | MOSS ADAMS LLP | PROF SVC:FORCAST MODEL DEVELOPMEN | NT | 8,014.00 |
| | | | | PROF SVC:FORCAST MODEL DEVELOPMEN | NT | 2,003.50 |
| | | | | | Total for Check/Tran - 126986: | 10,017.50 |
| 126987 8/26/21 | CHK | 10771 | MOUNTAIN STATES PIPE & SUPPLY CO | WATER METER ERT - ERW-1300-402 QTY48 | | 3,966.43 |
| | | | | WATER METER ERT - ERW-1300-408 QTY48 | | 3,966.43 |
| | | | | | Total for Check/Tran - 126987: | 7,932.86 |
| 126988 8/26/21 | CHK | 10309 | NISC | RECURRING INVOICE JUL 2021 | | 1,101.09 |
| | | | | RECURRING INVOICE JUL 2021 | | 229.33 |
| | | | | RECURRING INVOICE JUL 2021 | | 1,813.06 |
| | | | | RECURRING INVOICE JUL 2021 | | 497.08 |
| | | | | RECURRING INVOICE JUL 2021 | | 497.08 |
| | | | | RECURRING INVOICE JUL 2021 | | 9,121.14 |
| . | | | | RECURRING INVOICE JUL 2021 | | 937.41 |
|) ! | | | | RECURRING INVOICE JUL 2021 | | 103.20 |
|) | | | | RECURRING INVOICE JUL 2021 | | 1,590.31 |
| | | | | RECURRING INVOICE JUL 2021 | | 335.68 |
| , | | | | RECURRING INVOICE JUL 2021 | | 22.93 |

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08/10/2021 To 08/30/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amount |
|---------------------------------------|-------------|--------|---------------------------|-------------------------------------|--------------------------------|-----------|
| | | | | AMS INVOICE JUL 2021 | _ | 2,194.60 |
| | | | | AMS INVOICE JUL 2021 | | 6,049.48 |
| | | | | AMS INVOICE JUL 2021 | | 1,540.61 |
| | | | | AMS INVOICE JUL 2021 | | 548.65 |
| | | | | AMS INVOICE JUL 2021 | | 1,512.37 |
| | | | | AMS INVOICE JUL 2021 | | 385.15 |
| | | | | MISC JUL 2021 | | 541.59 |
| | | | | MISC JUL 2021 | | 600.00 |
| | | | | MISC JUL 2021 | | 135.40 |
| | | | | MISC JUL 2021 | | 150.00 |
| | | | | | Total for Check/Tran - 126988: | 29,906.16 |
| 126989 8/26/21 | CHK | 10167 | OFFICE DEPOT | WAREHOUSE - OFFICE SUPPLIES | | 19.61 |
| | | | | WAREHOUSE - OFFICE SUPPLIES | | 4.90 |
| | | | | 310 TRP WDE - OFFICE SUPPLIES | | 97.34 |
| | | | | 310 TRP WDE - OFFICE SUPPLIES | | 24.34 |
| | | | | OPERATIONS - OFFICE SUPPLIES | | 204.69 |
| | | | | OPERATIONS - OFFICE SUPPLIES | | 51.17 |
| | | | | | Total for Check/Tran - 126989: | 402.05 |
| 126990 8/26/21 | СНК | 10170 | OLYMPIC EQUIPMENT RENTALS | VEH#205 - DILECTRIC GREASE | | 14.38 |
| 126991 8/26/21 | СНК | 10181 | PENINSULA PEST CONTROL | BI-MONTHLY OHA SVC 310 FOUR CRNRS | | 69.82 |
| | | | | BI-MONTHLY OHA SVC 310 FOUR CRNRS | | 17.46 |
| | | | | | Total for Check/Tran - 126991: | 87.28 |
| 126992 8/26/21 | СНК | 10188 | PLATT ELECTRIC SUPPLY | FLUKE METER | | 148.37 |
| | | | | CABLE CUTTER | | 522.59 |
| | | | | FISHLINE | | 92.91 |
| ህ ወ መ _{126003 8/26/21} | | | | | Total for Check/Tran - 126992: | 763.87 |
| Φ N126993 8/26/21 | СНК | 10193 | PORT TOWNSEND LEADER | EMPLY SRVC:CUST SRVC BUSINESS AD 7. | /14/21 | 18.20 |
| <u>o</u> | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7. | /21/21 | 18.20 |
| 26993 8/26/21 06 0f 1004 | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7 | /28/21 | 18.20 |
| & 4 | | | /pro/rpttemplate/acct. | /2.49.1/ap/AP_CHK_REGISTER.xml.rpt | | |

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

Bank Account: 1 - 1ST SECURITY - AP

7:07:58 AM

08/31/2021

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | Amount |
|--------------------------|-------------|--------|-----------------------------------|--|----------|
| | _ | | - | EMPLY SRVC:CUST SRVC BUSINESS AD 7/7/21 | 18.20 |
| | | | | LEGALS:ELEC ENG ONCALL RFQ 7/28/21 | 126.00 |
| | | | | DISPLAY:CELBRT EMS 2021 7/7/21 | 408.00 |
| | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7/14/21 | 4.55 |
| | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7/21/21 | 4.55 |
| | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7/28/21 | 4.55 |
| | | | | EMPLY SRVC:CUST SRVC BUSINESS AD 7/7/21 | 4.55 |
| | | | | DISPLAY:CELBRT EMS 2021 7/7/21 | 102.00 |
| | | | | Total for Check/Tran - 126993: | 727.00 |
| 126994 8/26/21 | CHK | 10195 | PRECISION FIBER, INC | FIBER SPLICING - QUILCENE SUBSTATION | 410.83 |
| | | | | FIBER SPLICING - REDEEMER WAY | 410.83 |
| | | | | FIBER SPLICING - WASHINGTON ST | 410.84 |
| | | | | Total for Check/Tran - 126994: | 1,232.50 |
| 126995 8/26/21 | СНК | 10398 | LORALEI S RAE | WELLNESS PROGRAM REIMBURSEMENT 2021 | 250.00 |
| 126996 8/26/21 | СНК | 10207 | RAIN NETWORKS | OFFICE 365 BASIC RNWL 1Y THRU 8/16/2022 | 505.35 |
| | | | | OFFICE 365 BASIC RNWL 1Y THRU 8/16/2022 | 126.34 |
| | | | | NETMOTION WL SW 1Y 9/02/2021-9/30/2022 | 8,789.76 |
| | | | | Total for Check/Tran - 126996: | 9,421.45 |
| 126997 8/26/21 | CHK | 10869 | RITZ SAFETY LLC | FR CLOTHING | 35.03 |
| | | | | FR CLOTHING | 51.78 |
| | | | | Total for Check/Tran - 126997: | 86.81 |
| 126998 8/26/21 | CHK | 10219 | SHOLD EXCAVATING INC | HADLCK SWR WO#421004 - LANDSCAPE MATERI | 13.09 |
| | | | | GRAVEL DELIVERY - 742 PETERSON RD | 483.84 |
| | | | | EXCAVATING - 397 N JACOB MILLER RD | 1,691.05 |
| כ | | | | EMRG EXCAVATING - 390 FRANSWORTH PL | 1,276.47 |
| J - | | | | Total for Check/Tran - 126998: | 3,464.45 |
| 126999 8/26/21 | СНК | 10221 | THE STATION SIGNS & SCREEN PRINTI | CARBON GREY CAPS WITH PUD LOGO | 558.59 |
| 2 2 2 ₄ | | | | CARBON GREY CAPS WITH PUD LOGO | 139.65 |

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

Bank Account: 1-1ST SECURITY - AP

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amount |
|----------------------|-------------|--------|--------------------------|---------------------------------|--------------------------------|-----------|
| | | | | | Total for Check/Tran - 126999: | 698.24 |
| 127000 8/26/21 | CHK | 10727 | TITAN ELECTRIC, INC | DOCK WORK WKENDING 7/10-8/07 | | 67,271.38 |
| | | | | DOCK WORK WKENDING 7/10-8/07 | | 1,866.38 |
| | | | | DOCK WORK WKENDING 7/10-8/07 | | 2,343.74 |
| | | | | | Total for Check/Tran - 127000: | 71,481.50 |
| 127001 8/26/21 | CHK | 10252 | ULINE | RESPIRATOR MASKS | | 678.63 |
| 127002 8/26/21 | СНК | 10274 | WESTBAY AUTO PARTS, INC. | VEH#205 - BLOWER MOTOR RESISTOR | | 19.16 |
| 127003 8/26/21 | СНК | 10278 | WPUDA | WPUDA - ASSOCIATION DINNER 2021 | | 32.00 |
| | | | | WPUDA - ASSOCIATION DINNER 2021 | | 8.00 |
| | | | | | Total for Check/Tran - 127003: | 40.00 |

Total Payments for Bank Account - 1: (141)1,102,594.54 **Total Voids for Bank Account - 1:** (1) 146.19

> (142)**Total for Bank Account - 1:** 1,102,740.73

> (141)1,102,594.54 **Grand Total for Payments:** (1) **Grand Total for Voids:**

> > **Grand Total:** (142)1,102,740.73

146.19

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Accounts Payable Check Register

08/10/2021 To 08/30/2021

Bank Account: 1 - 1ST SECURITY - AP

| Check / Tran Date | Pmt Type | Vendor | Vendor Name | Reference | | Amount |
|----------------------|-------------|--------|-------------------|------------------------------|------------------------------|--------------|
| 150 8/11/21 | WIRE | 10279 | BPA-WIRE TRANSFER | PURCHASED POWER JUN 2021 | - | 1,003,780.00 |
| | | | | TRANSMISSION JUN 2021 | | 103,950.00 |
| | | | | REGIONAL COORD SVC JUN 2021 | | 996.00 |
| | | | | REGIONAL COMP ENFOR JUN 2021 | | 1,245.00 |
| | | | | | Total for Check/Tran - 150: | 1,109,971.00 |
| | | | | | Total for Check/ITall - 130. | 1,109,971.00 |

 Total Payments for Bank Account - 1:
 (1)
 1,109,971.00

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

 Total for Bank Account - 1:
 (1)
 1,109,971.00

 Grand Total for Payments:
 (1)
 1,109,971.00

 Grand Total for Voids:
 (0)
 0.00

 Grand Total:
 (1)
 1,109,971.00

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS PAY DATE: 8/20/2021

| Empl | Position | Check # | Check Date | Amount |
|------|---|---------|------------|------------|
| 2000 | WATER DISTRIBUTION MANAGER II | 70934 | 08/20/2021 | 2,227.20 |
| 3032 | CUSTOMER SERVICE REP | 70935 | 08/20/2021 | 1,254.82 |
| 1052 | SUMMER INTERN | 70936 | 08/20/2021 | 685.75 |
| 2003 | WATER TREATMENT PLANT OPERATOR III | 70937 | 08/20/2021 | 2,109.60 |
| 2004 | WATER TREATMENT PLANT OPERATOR III - LEAD | 70938 | 08/20/2021 | 2,805.01 |
| | | | _ | ¢ 0 002 20 |

\$ 9,082.38

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL PAY DATE: 8/20/2021

| Empl | Position | Pay Date | Net Pay |
|------|--|-----------|---------------|
| 3039 | ACCOUTING TECH 1 | 8/20/2021 | 1,307.03 |
| 3052 | ADMINISTRATIVE ASSISTANT | 8/20/2021 | 1,954.07 |
| 1044 | APPRENTICE LINEMAN | 8/20/2021 | 2,505.74 |
| 1026 | BROADBAND COORDINATOR | 8/20/2021 | 1,997.51 |
| 4006 | COMMISSIONER DIST 1 | 8/20/2021 | 2,002.22 |
| 4004 | COMMISSIONER DIST 2 | 8/20/2021 | 965.27 |
| 4008 | COMMISSIONER DIST 3 | 8/20/2021 | 737.42 |
| 3034 | COMMUNICATIONS DIRECTOR | 8/20/2021 | 2,388.59 |
| 3002 | CUSTOMER SERVICE COORDINATOR | 8/20/2021 | 1,414.50 |
| 3014 | CUSTOMER SERVICE PROGRAM SPECIALIST | 8/20/2021 | 1,350.21 |
| 3022 | CUSTOMER SERVICE REP | 8/20/2021 | 1,368.80 |
| 3046 | CUSTOMER SERVICE REP | 8/20/2021 | 1,214.38 |
| 3048 | CUSTOMER SERVICE REP | 8/20/2021 | 1,338.80 |
| 1027 | ELECTRICAL ENGINEERING MANAGER | 8/20/2021 | 3,059.06 |
| 1041 | ELECTRICAL SUPERINTENDENT | 8/20/2021 | 3,977.16 |
| 2007 | ENGINEERING DIRECTOR | 8/20/2021 | 3,404.67 |
| 3005 | EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER | 8/20/2021 | 2,223.50 |
| 3033 | FINANCE DIRECTOR | 8/20/2021 | 3,566.88 |
| 1046 | FLEET/WAREHOUSE HELPER | 8/20/2021 | 2,691.69 |
| 1008 | FOREMAN LINEMAN | 8/20/2021 | 6,749.56 |
| 1012 | FOREMAN LINEMAN | 8/20/2021 | 5,632.76 |
| 1011 | GENERAL MANAGER | 8/20/2021 | 4,860.32 |
| 1042 | GIS SPECIALIST | 8/20/2021 | 2,368.21 |
| 1017 | HEAD STOREKEEPER | 8/20/2021 | 2,479.67 |
| 3047 | HUMAN RESOURCES DIRECTOR | 8/20/2021 | 2,616.96 |
| 3008 | INFORMATION TECHNOLOGY MANAGER | 8/20/2021 | 3,258.60 |
| 3028 | IT SUPPORT TECHNICIAN | 8/20/2021 | 1,737.50 |
| 1000 | LINEMAN | 8/20/2021 | 3,218.96 |
| 1016 | LINEMAN | 8/20/2021 | 3,728.28 |
| 1020 | LINEMAN | 8/20/2021 | 6,067.85 |
| 1034 | LINEMAN | 8/20/2021 | 3,798.26 |
| 1043 | METER READER | 8/20/2021 | 1,727.28 |
| 1047 | METER READER | 8/20/2021 | 1,626.18 |
| 1037 | OPERATIONS DIRECTOR | 8/20/2021 | 3,611.06 |
| 1050 | PRE-APPRENTICE | 8/20/2021 | 2,160.39 |
| 1051 | PRE-APPRENTICE | 8/20/2021 | 2,986.06 |
| 3004 | RESOURCE MANAGER | 8/20/2021 | 2,526.16 |
| 1003 | SCADA TECH APPRENTICE | 8/20/2021 | 3,711.59 |
| 3020 | SERVICES DIRECTOR | 8/20/2021 | 2,597.02 |
| 1031 | STAKING ENGINEER | 8/20/2021 | 2,486.91 |
| 1049 | STAKING ENGINEER | 8/20/2021 | 1,958.34 |
| 1014 | STOREKEEPER | 8/20/2021 | 2,444.59 |
| 1015 | SUBSTATION/METER FOREMAN | 8/20/2021 | 1,596.17 |
| 1033 | SUBSTATION/METERING TECH | 8/20/2021 | 3,301.99 |
| 1054 | SUMMER INTERN | 8/20/2021 | 716.73 |
| 3013 | UTILITY ACCOUNTANT II | 8/20/2021 | 1,624.83 |
| 3029 | UTILITY ACCOUNTANT II | 8/20/2021 | 1,786.73 |
| 3003 | UTILITY BILLING CLERK | 8/20/2021 | 1,479.12 |
| 3027 | UTILITY BILLING CLERK | 8/20/2021 | 1,508.02 |
| 3000 | UTILITY BILLING COORDINATOR | 8/20/2021 | 1,629.05 |
| 2001 | WATER DISTRIBUTION MANAGER II | 8/20/2021 | 2,222.39 |
| 2002 | WATER DISTRIBUTION MANAGER II | 8/20/2021 | 2,000.66 |
| 2005 | WATER DISTRIBUTION MANAGER II | 8/20/2021 | 1,772.23 |
| | | | \$ 133,457.93 |

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Jefferson County PUD No. 1 Electric Division Statement of Operations As of July 31, 2021

| | | YEAR-TO-DATE | | |
|--|------------|--------------|------------|------------|
| ITEM | LAST YEAR | THIS YEAR | BUDGET | THIS MONTH |
| | (a) | (b) | (c) | (d) |
| Operating Revenue and Patronage Capital | 23,177,703 | 23,728,422 | 23,154,773 | 2,398,182 |
| 2. Power Production Expense | 0 | 0 | 0 | (|
| 3. Cost of Purchased Power | 8,972,851 | 8,850,515 | 9,117,048 | 952,489 |
| 4. Transmission Expense | 1,080,872 | 1,158,029 | 1,101,803 | 209,91 |
| 5. Regional Market Operations Expense | 0 | 0 | 0 | |
| 6. Distribution Expense - Operation | 1,034,781 | 1,042,199 | 1,125,417 | 134,05 |
| 7. Distribution Expense - Maintenance | 1,853,725 | 1,906,344 | 2,135,158 | 311,94 |
| 8. Consumer Accounts Expense | 798,150 | 965,939 | 893,873 | 147,83 |
| O. Customer Service and Informational Expense | 14,700 | 20,622 | 16,575 | 5,72 |
| 10. Sales Expense | 0 | 0 | 0 | |
| 11. Administrative and General Expense | 1,556,128 | 2,063,164 | 1,711,075 | 270,13 |
| 12. Total Operation & Maintenance Expense (2 thru 11) | 15,311,207 | 16,006,812 | 16,100,949 | 2,032,11 |
| 3. Depreciation & Amortization Expense | 3,190,530 | 3,224,836 | 3,308,602 | 462,61 |
| 4. Tax Expense - Property & Gross Receipts | 0 | 0 | 0 | |
| 5. Tax Expense - Other | 1,337,580 | 1,373,209 | 1,496,038 | 143,06 |
| 6. Interest on Long-Term Debt | 1,585,139 | 1,506,170 | 1,515,756 | 217,11 |
| 17. Interest Charged to Construction (Credit) | 0 | 0 | 0 | |
| 8. Interest Expense - Other | 0 | 0 | 0 | |
| 19. Other Deductions | 39 | 0 | 55 | |
| 20. Total Cost of Electric Service (12 thru 19) | 21,424,495 | 22,111,027 | 22,421,400 | 2,854,91 |
| 21. Patronage Capital & Operating Margins (1 minus 20) | 1,753,208 | 1,617,395 | 733,373 | (456,73 |
| 22. Non Operating Margins - Interest | 41,760 | 1,327 | 50,621 | |
| 23. Allowance for Funds Used During Construction | 0 | 0 | 0 | |
| 24. Income (Loss) from Equity Investments | 0 | 0 | 0 | |
| 25. Non Operating Margins - Other | 1,029,385 | 1,230,727 | 1,598,128 | 119,97 |
| 26. Generation & Transmission Capital Credits | 0 | 0 | 0 | |
| 27. Other Capital Credits & Patronage Dividends | 12,803 | 0 | 0 | |
| 28. Extraordinary Items | 0 | 0 | 0 | |
| 29. Patronage Capital or Margins (21 thru 28) | 2,837,156 | 2,849,449 | 2,382,122 | (336,76 |
| | | | | |
| Times Interest Earned Ratio (TIER) (Year to Date) | 2.79 | 2.89 | 2.57 | |
| Operating Times Interest Earned Ratio (OTIER) (Year to Date) | 2.11 | 2.07 | 1.48 | |
| Debt Service Coverage Ratio (DSC) (Year to Date) | 2.20 | 2.18 | 2.07 | |
| Operating Debt Service Coverage Ratio (ODSC) (Year to Date) | 1.89 | 1.82 | 1.60 | |
| Rolling 12 Month TIER | 2.39 | 2.74 | | |

Jefferson County PUD No. 1 Electric Division Balance Sheet July 31, 2021

| PART B. BALANCE SHEET | | | |
|--|-------------|--|-------------|
| ASSETS AND OTHER DEBITS | | LIABILITIES AND OTHER CREDITS | |
| 1. Total Utility Plant in Service | 180,659,357 | 29. Memberships | 0 |
| 2. Construction Work in Progress | 9,553,011 | 30. Patronage Capital | 0 |
| 3. Total Utility Plant (1+2) | 190,212,368 | 31. Operating Margins - Prior Years | 0 |
| 4. Accum. Provision for Depreciation and Amort | 69,753,874 | 32. Operating Margins - Current Year | 1,617,396 |
| 5. Net Utility Plant (3-4) | 120,458,494 | 33. Non-Operating Margins | 1,232,054 |
| 6. Nonutility Property - Net | 83,835 | 34. Other Margins & Equities | 30,723,310 |
| 7. Investment in Subsidiary Companies | 0 | 35. Total Margins & Equities (29 thru 34) | 33,572,760 |
| 8. Invest. in Assoc. Org Patronage Capital | 67,040 | 36. Long-Term Debt RUS (Net) | 94,598,834 |
| 9. Invest. in Assoc. Org Other - General Funds | 1,010 | 37. Long-Term Debt - Other (Net) | 0 |
| 10. Invest in Assoc. Org Other - Nongeneral Funds | 0 | 38. Total Long-Term Debt (36 + 37) | 94,598,834 |
| 11. Investments in Economic Development Projects | 0 | 39. Obligations Under Capital Leases - Non current | 0 |
| 12. Other Investments | 0 | 40. Accumulated Operating Provisions | 1,517,089 |
| 13. Special Funds | 94,250 | 41. Total Other Noncurrent Liabilities (39+40) | 1,517,089 |
| 14. Total Other Property & Investments (6 thru 13) | 246,135 | 42. Notes Payable | 0 |
| 15. Cash-General Funds | 2,783,693 | 43. Accounts Payable | 3,097,227 |
| 16. Cash-Construction Funds-Trustee | 0 | 44. Consumers Deposits | 0 |
| 17. Special Deposits | 0 | 45. Current Maturities Long-Term Debt | 0 |
| 18. Temporary Investments | 8,110,396 | 46. Current Maturities Long-Term Debt-Economic Dev. | 0 |
| 19. Notes Receivable - Net | 0 | 47. Current Maturities Capital Leases | 0 |
| 20. Accounts Receivable - Net Sales of Energy | 1,541,179 | 48. Other Current & Accrued Liabilities | 1,869,287 |
| 21. Accounts Receivable - Net Other | (3,975,337) | 49. Total Current & Accrued Liabilities (42 thru 48) | 4,966,514 |
| 22. Renewable Energy Credits | 0 | 50. Deferred Credits | 425,535 |
| 23. Materials & Supplies - Electric and Other | 2,777,859 | 51. Total Liabilities & Other Credits (35+38+41+49+50) | 135,080,732 |
| 24. Prepayments | 223,257 | | |
| 25. Other Current & Accrued Assets | 2,387,438 | ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION | |
| 26. Total Current & Accrued Assets (15 thru 25) | 13,848,485 | Balance Beginning of Year | 0 |
| 27. Deferred Debits | 527,618 | Amounts Received This Year (Net) | 899,876 |
| 28. Total Assets & Other Debits (5+14+26+27) | 135,080,732 | TOTAL Contributions-In-Aid-Of-Construction | 899,876 |

Equity Ratio 24.85%

(Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio

49.73%

(Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1 Power Requirements As of July 31, 2021

| PART C. POWER REQUIREMENTS DATABASE | | | | |
|---|--------------------------------------|--------------------------|-----------------------------|---|
| CLASSIFICATION | CONSUMER, SALES, AND REVENUE DATA | JULY CONSUMERS (b) | AVERAGE CONSUMERS (c) | Monthly KWH SALES AND REVENUE (d) |
| 1. Residential Sales | a. No. Consumers Served | 17,805 | 17,752 | |
| (excluding seasonal) | b. KWH Sold | | | 11,163,744 |
| | c. Revenue | | | 1,391,130 |
| 2. Residential Sales - | a. No. Consumers Served | 5 | 5 | |
| Seasonal | b. KWH Sold | | | C |
| | c. Revenue | | | (|
| 3. Irrigation Sales | a. No. Consumers Served | 2 | 2 | |
| | b. KWH Sold | | | 700 |
| | c. Revenue | | | 119 |
| 4. Comm. and Ind. | a. No. Consumers Served | 2,417 | 2,409 | |
| 1000 KVA or Less | b. KWH Sold | | | 4,409,188 |
| | c. Revenue | _ | Ì | 525,308 |
| 5. Comm. and Ind. | a. No. Consumers Served | 21 | 21 | · |
| Over 1000 KVA | b. KWH Sold | | | 7,905,718 |
| | c. Revenue | | | 445,714 |
| 6. Public Street & Highway | a. No. Consumers Served | 208 | 209 | <u> </u> |
| Lighting | b. KWH Sold | | | 30,949 |
| | c. Revenue | | | 18,046 |
| 7. Non Metered Device | a. No. Consumers Served | 8 | 7 | <u> </u> |
| Authority | b. KWH Sold | Ü | , | (|
| | c. Revenue | | | 1,757 |
| 8. Sales for Resales-RUS | a. No. Consumers Served | | | -,,,, |
| Borrowers | b. KWH Sold | | | |
| Zone neis | c. Revenue | | | |
| 9. Sales for Resales-Other | a. No. Consumers Served | | | |
| . Sales for resules other | b. KWH Sold | | | |
| | c. Revenue | _ | | |
| 10. TOTAL No. of Consumers (lines 1a thru 9a) | | 20,466 | 20,405 | |
| 11. TOTAL KWH Sold (lines 1b thru 9b) | | 20,400 | 20,403 | 23,510,299 |
| 12. TOTAL Revenue Received From Sales of Electric Energy (line 1c t | hru 9c) | | | 2,382,073 |
| Transmission Revenue | | | | |
| 14. Other Electric Revenue | | | | 16,109 |
| 15. KWH - Own Use | | | | 3,136 |
| 16. TOTAL KWH Purchased | | | | 24,139,021 |
| 17. TOTAL KWH Generated | | | | 21,137,021 |
| 18. Cost of Purchases and Generation | | | | 952,489 |
| 19. Interchange - KWH - Net | | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| 20. Peak - Sum All KW Input (Metered) | | | | 40,288 |

Electric Division Comparison 2021 Budget to 2021 Actuals Year to Date Through JULY

| | 2021 Budget | 2021 Actuals | |
|--|-------------|--------------|-----------|
| | JULY YTD | JULY YTD | Variance |
| Operating Revenue and Patronage Capital | 23,154,773 | 23,728,422 | 573,649 |
| 2. Power Production Expense | 0 | 0 | 0 |
| 3. Cost of Purchased Power | 9,117,048 | 8,850,515 | (266,533) |
| 4. Transmission Expense | 1,101,803 | 1,158,029 | 56,226 |
| 5. Regional Market Operations Expense | 0 | 0 | 0 |
| 6. Distribution Expense - Operation | 1,125,417 | 1,042,199 | (83,218) |
| 7. Distribution Expense - Maintenance | 2,135,158 | 1,906,344 | (228,814) |
| 8. Consumer Accounts Expense | 893,873 | 965,939 | 72,066 |
| 9. Customer Service and Informational Expense | 16,575 | 20,622 | 4,047 |
| 10. Sales Expense | 0 | 0 | 0 |
| 11. Administrative and General Expense | 1,711,075 | 2,063,164 | 352,089 |
| 12. Total Operation & Maintenance Expense (2 thru 11) | 16,100,949 | 16,006,812 | (94,137) |
| 13. Depreciation & Amortization Expense | 3,308,602 | 3,224,836 | (83,766) |
| 14. Tax Expense - Property & Gross Receipts | 0 | 0 | 0 |
| 15. Tax Expense - Other | 1,496,038 | 1,373,209 | (122,829) |
| 16. Interest on Long-Term Debt | 1,515,756 | 1,506,170 | (9,586) |
| 17. Interest Charged to Construction (Credit) | 0 | 0 | 0 |
| 18. Interest Expense - Other | 0 | 0 | 0 |
| 19. Other Deductions | 55 | 0 | (55) |
| 20. Total Cost of Electric Service (12 thru 19) | 22,421,400 | 22,111,027 | (310,373) |
| 21. Patronage Capital & Operating Margins (1 minus 20) | 733,373 | 1,617,395 | 884,022 |
| 22. Non Operating Margins - Interest | 50,621 | 1,327 | (49,294) |
| 23. Allowance for Funds Used During Construction | 0 | 0 | 0 |
| 24. Income (Loss) from Equity Investments | 0 | 0 | 0 |
| 25. Non Operating Margins - Other | 1,598,128 | 1,230,727 | (367,401) |
| 26. Generation & Transmission Capital Credits | 0 | 0 | 0 |
| 27. Other Capital Credits & Patronage Dividends | 0 | 0 | 0 |
| 28. Extraordinary Items | 0 | 0 | 0 |
| 29. Patronage Capital or Margins (21 thru 28) | 2,382,122 | 2,849,449 | 467,327 |

Jefferson County PUD No. 1 Water Division Statement of Operations As of July 31, 2021

| PART A. STATEMENT OF OPERATIONS | | | | | |
|--|-----------|--------------|-------------|------------|--|
| | | YEAR-TO-DATE | | | |
| ITEM | LAST YEAR | THIS YEAR | BUDGET | THIS MONTH | |
| | (a) | (b) | (c) | (d) | |
| Operating Revenue and Patronage Capital | 1,392,825 | 1,580,927 | 1,453,905 | 332,799 | |
| 2. Power Production Expense | 268 | 1,221 | 379 | 1,083 | |
| 3. Cost of Purchased Power | 21,470 | 73,380 | 116,667 | 12,506 | |
| 4. Transmission Expense | 0 | 0 | 0 | 0 | |
| 5. Regional Market Operations Expense | 0 | 0 | 0 | 0 | |
| 6. Distribution Expense - Operation | 399,668 | 369,504 | 627,268 | 62,502 | |
| 7. Distribution Expense - Maintenance | 201,465 | 127,455 | 322,129 | 35,299 | |
| 8. Consumer Accounts Expense | 122,778 | 150,278 | 133,889 | 25,925 | |
| Customer Service and Informational Expense | 110 | 0 | 0 | 0 | |
| 10. Sales Expense | 0 | 0 | 0 | 0 | |
| 11. Administrative and General Expense | 519,145 | 593,521 | 678,366 | 84,769 | |
| 12. Total Operation & Maintenance Expense (2 thru 11) | 1,264,904 | 1,315,359 | 1,878,698 | 222,084 | |
| 13. Depreciation & Amortization Expense | 398,382 | 450,375 | 428,415 | 64,873 | |
| 14. Tax Expense - Property & Gross Receipts | 0 | 0 | 0 | 0 | |
| 15. Tax Expense - Other | 67,692 | 83,526 | 64,991 | 20,249 | |
| 16. Interest on Long-Term Debt | 140,171 | 129,111 | 132,409 | 17,910 | |
| 17. Interest Charged to Construction (Credit) | 0 | 0 | 0 | 0 | |
| 18. Interest Expense - Other | 0 | 0 | 0 | 0 | |
| 19. Other Deductions | 0 | 0 | 0 | 0 | |
| 20. Total Cost of Water Service (12 thru 19) | 1,871,149 | 1,978,371 | 2,504,513 | 325,116 | |
| 21. Patronage Capital & Operating Margins (1 minus 20) | (478,324) | (397,444) | (1,050,608) | 7,683 | |
| 22. Non Operating Margins - Interest | 61,667 | 22,807 | 78,593 | 108 | |
| 23. Allowance for Funds Used During Construction | 0 | 0 | 0 | 0 | |
| 24. Income (Loss) from Equity Investments | 0 | 0 | 0 | 0 | |
| 25. Non Operating Margins - Other | 417,514 | 460,968 | 417,026 | 162,253 | |
| 26. Generation & Transmission Capital Credits | 0 | 0 | 0 | 0 | |
| 27. Other Capital Credits & Patronage Dividends | 3,201 | 0 | 0 | 0 | |
| 28. Extraordinary Items | 0 | 0 | 0 | 0 | |
| 29. Patronage Capital or Margins (21 thru 28) | 4,058 | 86,331 | (554,989) | 170,044 | |

Jefferson County PUD No. 1 Water Division Balance Sheet July 31, 2021

| PART B. BALANCE SHEET | | | |
|--|------------|--|-------------|
| ASSETS AND OTHER DEBITS | | LIABILITIES AND OTHER CREDITS | |
| Total Utility Plant in Service | 31,109,865 | 29. Memberships | 0 |
| 2. Construction Work in Progress | 1,309,463 | 30. Patronage Capital | 0 |
| 3. Total Utility Plant (1+2) | 32,419,328 | 31. Operating Margins - Prior Years | 0 |
| Accum. Provision for Depreciation and Amort | 12,857,061 | 32. Operating Margins - Current Year | (397,443) |
| 5. Net Utility Plant (3-4) | 19,562,267 | 33. Non-Operating Margins | 483,775 |
| 6. Nonutility Property - Net | 2,168,168 | 34. Other Margins & Equities | 22,988,227 |
| 7. Investment in Subsidiary Companies | 0 | 35. Total Margins & Equities (29 thru 34) | 23,074,559 |
| 8. Invest. in Assoc. Org Patronage Capital | 0 | 36. Long-Term Debt RUS (Net) | 0 |
| 9. Invest. in Assoc. Org Other - General Funds | 0 | 37. Long-Term Debt - Other (Net) | 5,385,991 |
| 10. Invest in Assoc. Org Other - Nongeneral Funds | 0 | 38. Total Long-Term Debt (36 + 37) | 5,385,991 |
| 11. Investments in Economic Development Projects | 0 | 39. Obligations Under Capital Leases - Non current | 0 |
| 12. Other Investments | 0 | 40. Accumulated Operating Provisions | 0 |
| 13. Special Funds | 170,817 | 41. Total Other Noncurrent Liabilities (39+40) | 0 |
| 14. Total Other Property & Investments (6 thru 13) | 2,338,985 | 42. Notes Payable | 848,345 |
| 15. Cash-General Funds | 160,800 | 43. Accounts Payable | (4,281,630) |
| 16. Cash-Construction Funds-Trustee | 0 | 44. Consumers Deposits | 500 |
| 17. Special Deposits | 0 | 45. Current Maturities Long-Term Debt | 0 |
| 18. Temporary Investments | 2,096,180 | 46. Current Maturities Long-Term Debt-Economic Dev. | 0 |
| 19. Notes Receivable - Net | 0 | 47. Current Maturities Capital Leases | 0 |
| 20. Accounts Receivable - Net Sales of Energy | 262,284 | 48. Other Current & Accrued Liabilities | 56,875 |
| 21. Accounts Receivable - Net Other | 484,692 | 49. Total Current & Accrued Liabilities (42 thru 48) | (3,375,910) |
| 22. Renewable Energy Credits | 0 | 50. Deferred Credits | 0 |
| 23. Materials & Supplies - Electric and Other | 30,197 | 51. Total Liabilities & Other Credits (35+38+41+49+50) | 25,084,640 |
| 24. Prepayments | 0 | | |
| 25. Other Current & Accrued Assets | 149,235 | ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION | |
| 26. Total Current & Accrued Assets (15 thru 25) | 3,183,388 | Balance Beginning of Year | 0 |
| 27. Deferred Debits | 0 | Amounts Received This Year (Net) | 256,431 |
| 28. Total Assets & Other Debits (5+14+26+27) | 25,084,640 | TOTAL Contributions-In-Aid-Of-Construction | 256,431 |

Equity Ratio 91.99%

(Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio

16.61%

(Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1 Water Requirements As of July 31, 2021

| PART C. WATER REQUIREMENTS DATABASE CLASSIFICATION | CONSUMER, SALES, AND REVENUE DATA | JULY CONSUMERS (b) | AVERAGE CONSUMERS (c) | Monthly Gallons SALES AND REVENUE (d) |
|--|--------------------------------------|--------------------------|-----------------------------|--|
| 1. Unmetered Water Sales | a. No. Consumers Served | 13 | 12 | |
| | b. Gallons Sold | | | 8,000 |
| | c. Revenue | | | 1,550 |
| 2. Metered Residential Sales - | a. No. Consumers Served | 4,591 | 4,551 | |
| | b. Gallons Sold | | | 30,509,06 |
| | c. Revenue | | | 263,023 |
| 3. Metered Commercial Sales | a. No. Consumers Served | 320 | 319 | |
| | b. Gallons Sold | | | 7,962,78 |
| | c. Revenue | | | 53,898 |
| Residential Multi-Family | a. No. Consumers Served | 46 | 46 | |
| | b. Gallons Sold | | | 313,70 |
| | c. Revenue | | | 3,489 |
| 5. Metered Bulk Loadings | a. No. Consumers Served | 1 | 1 | |
| | b. Gallons Sold | | | |
| | c. Revenue | | | 3 |
| 6. Public Authority | a. No. Consumers Served | 5 | 5 | |
| | b. Gallons Sold | | | |
| | c. Revenue | | | |
| '. Master Meters | a. No. Consumers Served | 22 | 22 | |
| | b. Gallons Sold | | | 6,384,29 |
| | c. Revenue | | | |
| . Sewer/Drain FieldResidential | a. No. Consumers Served | 377 | 375 | |
| | b. Gallons Sold | | | |
| | c. Revenue | | | 10,28 |
| . Sales for Resales-Other | a. No. Consumers Served | | | |
| | b. Gallons Sold | | | |
| | c. Revenue | | | |
| 0. TOTAL No. of Consumers (lines 1a thru 9a) | | 5,375 | 5,331 | |
| 11. TOTAL Gallons Sold (lines 1b thru 9b) | | | | |
| 12. TOTAL Revenue Received From Sales of Water Gallons (line 1c thru 9c) | | | | 332,28 |
| 3. Bulk Water Gallons Sold Revenue | | | | |
| 14. Other Water Revenue | | | | 51 |
| 5. Gallons - Own Use | | | | |
| 6. TOTAL Gallons Purchased | | | | |
| 7. TOTAL Gallons Produced | | | | 23,910,16 |
| 18. Cost of Purchases and Generation | | | | 13,58 |

Water Division Comparison 2021 Budget to 2021 Actuals Year to Date Through JULY

| | 2021 Budget | 2021 Actuals | |
|--|-------------|--------------|-----------|
| | JULY YTD | JULY YTD | Variance |
| Operating Revenue and Patronage Capital | 1,453,905 | 1,580,927 | 127,022 |
| 2. Power Production Expense | 379 | 1,221 | 842 |
| 3. Cost of Purchased Power | 116,667 | 73,380 | (43,287) |
| 4. Transmission Expense | 0 | 0 | 0 |
| 5. Regional Market Operations Expense | 0 | 0 | 0 |
| 6. Distribution Expense - Operation | 627,268 | 369,504 | (257,764) |
| 7. Distribution Expense - Maintenance | 322,129 | 127,455 | (194,674) |
| 8. Consumer Accounts Expense | 133,889 | 150,278 | 16,389 |
| 9. Customer Service and Informational Expense | 0 | 0 | 0 |
| 10. Sales Expense | 0 | 0 | 0 |
| 11. Administrative and General Expense | 678,366 | 593,521 | (84,845) |
| 12. Total Operation & Maintenance Expense (2 thru 11) | 1,878,698 | 1,315,359 | (563,339) |
| 13. Depreciation & Amortization Expense | 428,415 | 450,375 | 21,960 |
| 14. Tax Expense - Property & Gross Receipts | 0 | 0 | 0 |
| 15. Tax Expense - Other | 64,991 | 83,526 | 18,535 |
| 16. Interest on Long-Term Debt | 132,409 | 129,111 | (3,298) |
| 17. Interest Charged to Construction (Credit) | 0 | 0 | 0 |
| 18. Interest Expense - Other | 0 | 0 | 0 |
| 19. Other Deductions | 0 | 0 | 0 |
| 20. Total Cost of Water Service (12 thru 19) | 2,504,513 | 1,978,371 | (526,142) |
| 21. Patronage Capital & Operating Margins (1 minus 20) | (1,050,608) | (397,444) | 653,164 |
| 22. Non Operating Margins - Interest | 78,593 | 22,807 | (55,786) |
| 23. Allowance for Funds Used During Construction | 0 | 0 | 0 |
| 24. Income (Loss) from Equity Investments | 0 | 0 | 0 |
| 25. Non Operating Margins - Other | 417,026 | 460,968 | 43,942 |
| 26. Generation & Transmission Capital Credits | 0 | 0 | 0 |
| 27. Other Capital Credits & Patronage Dividends | 0 | 0 | 0 |
| 28. Extraordinary Items | 0 | 0 | 0 |
| 29. Patronage Capital or Margins (21 thru 28) | (554,989) | 86,331 | 641,320 |

Jefferson County PUD No. 1 Cash and Cash Equivalents As of July 31, 2021

| | <u>G/L#</u> | Account Description | <u>Balance</u> |
|---|-------------|---|----------------------|
| | 101.10 | | 40.040.550 |
| 1 | 131.12 | Operating Account - Jefferson Co. Treasurer | \$2,018,552 |
| 1 | 131.11 | Operating Depository Account - Bank of America | 763,276 |
| 2 | 131.01 | Cash-Jeff Co Treasurer General Account | 127,433 |
| 2 | 131.11 | 1996 Bond LUD #8 - Jefferson Co. Treasurer | 27,027 |
| 2 | 131.10 | 1996 Bond LUD #6 - Jefferson Co. Treasurer | 8,697 |
| 1 | 135.21 | Working Funds - Petty Cash and CSR Drawers | 1,850 |
| 2 | 135.21 | Cash Held in Trust by Property Manager | 150 |
| 1 | 131.16 | Payroll Clearing Account - 1st Security Bank | 15 |
| 2 | 131.15 | 2008 Bond LUD #15 - Jefferson Co. Treasurer | -21 Restricted |
| 2 | 131.14 | 2009 Bond LUD #14 - Jefferson Co. Treasurer | -2,486 Restricted |
| | | TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS | \$2,944,493 |
| 1 | 136.16 | Tax Revenue Fund - Jefferson Co. Treasurer | \$3,344,708 |
| 1 | 136.10 | Operating Account Related Investment - Jefferson Co. Treasurer | 2,840,689 |
| 1 | 136.17 | Tax Revenue Investment Fund - Jefferson Co. Treasurer | 1,925,000 |
| 2 | 136.14 | LUD #14 Bond Investment - Jefferson Co. Treasurer | 1,059,162 Restricted |
| 2 | 136.16 | Tax Revenue Fund - Jefferson Co. Treasurer | 724,012 |
| 2 | 136.15 | LUD #15 Bond Investment - Jefferson Co. Treasurer | 313,006 Restricted |
| | | TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS | \$10,206,577 |
| 2 | 126.31 | Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer | \$164,827 Restricted |
| 1 | 126.10 | Capital Reserves | 94,000 Restricted |
| 2 | 126.10 | Capital Reserves | 6,000 Restricted |
| 1 | 128.00 | Other Special Funds | 250 Restricted |
| 2 | 126.21 | Tri Area Bond Reserve | -10 Restricted |
| | | TOTAL LINE 13. BALANCE SHEET-SPECIAL FUNDS | \$265,067 |
| | | RESTRICTED CASH BALANCEJULY 2021 | \$1,634,728 |
| | | NON-RESTRICTED CASH BALANCEJULY 2021 | \$11,781,409 |
| | | TOTAL CASH AND CASH EQUIVALENTS IN BANKJULY 2021 | \$13,416,137 |
| | | TOTAL CASH AND CASH EQUIVALENTS IN BANKJUNE 2021 | \$14,539,586 |
| | | Change in Bank Balance | (\$1,123,449) |

September 7, 2021

PUD Calendar

September 7, Regular BOC Meeting per ZOOM, 5:00pm

September 13, 10:00am-12:00pm, Special Meeting 2022 Budget update

September 15th-17th WPUDA Association Meetings, per ZOOM

September 23, 2021 ICG Meeting, 5:00 pm per ZOOM

September 22nd-24th, WPUDA Water Workshop, per ZOOM



AGENDA REPORT

DATE: September 7, 2021

TO: Board of Commissioners

FROM: Jean Hall, Services Director

RE: Low Income Program & Arrears Update

BACKGROUND: Due to the COVID-19 pandemic and economic crisis we have seen a substantial rise in uncollected receivables. In addition to higher-than-normal arrears statistics we are seeing a decline in participation in our low-income program.

ANALYSIS/FINDINGS: Continued outreach to community is needed to boost Low Income program participation, as well as connecting customers with available assistance programs and payment arrangements.

FISCAL IMPACT:

RECOMMENDATION: Presentation is to provide the BOC and public with updated information only. No action required.



At the last regular meeting of the BOC it was requested that staff bring an update to the Board relating to the Low Income Program and Accounts Receivable (AR) Arrears

2021 Low Income Program Participation

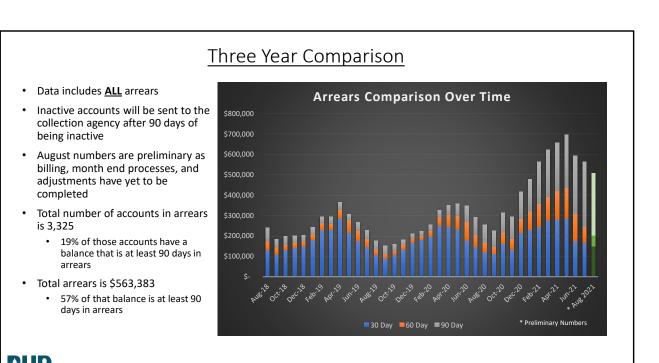
- Overall decline in enrollment over the most recent three months
- Staff is using all available contact methods to urge customers to renew their enrollment
- Outreach is performed prior to expiration as well as after the customer has been removed from the program
- We can only speculate as to the cause at this time
- August participation numbers are preliminary only, as month end processes and adjustments have yet to be completed
- Year end cost can be estimated near \$410K should participation remain at a decreased level



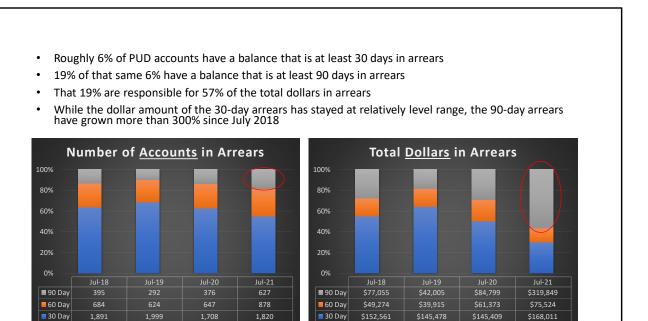


Note –August numbers are preliminary as billing, month end processes, and adjustments have yet to be completed

Month End processes for August begin on September 4th and can take several weeks to complete



All arrears includes all revenue classes, consumer classes (i.e. budget billing), and both active and inactive accounts. Inactive accounts are written off 90+ days after the final billing. These write offs are presented to the board in the consent agenda each month.



Inactive/closed accounts that have an unpaid balance are written off and sent to collections 90 days after the final bill is due.

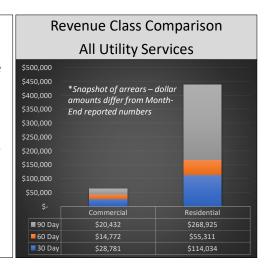
PUD

Active accounts that have an unpaid balance would normally be disconnected for nonpayment, the bulk of the 60 & 90-day arrears are active accounts

Residential Cut-off Moratorium Expiration Currently Set For September 30th

To qualify for disconnect accounts must:

- Have a past due balance greater than \$75
- Be at the end of the 56-day collection cycle
- No valid assistance voucher or pending assistance appointment
- No valid payment arrangement
- Total residential accounts at risk is 575.
- > 51 are Low-Income customers
- ➤ Total dollar amount normally collected through disconnect process is \$390,156





Current Data as of August 30, 2021

The reports we use for comparing our arrears over time are part of our month-end reporting. The numbers conveyed on this slide are not from that reporting and are instead pulled from reports that look at a snapshot created when the report is run. The revenue class comparison on the right is one example. This data was populated 8/30/2021. Accounts receivable data is ever fluctuating as payments are posted daily.



Current ad running every Wednesday in September. Ad will be updated should the moratorium be extended again.



AGENDA REPORT

DATE: September 7, 2021

TO: Board of Commissioners

FROM: Mike Bailey, Finance Director/Auditor

RE: 2022 Budget Update

RECOMMENDATION: Information Only

SUMMARY: Staff has posted our 2022 Draft Budget on our website. We will be having a budget meeting on September 13, 2021, to review the budget with the Board. We will have a budget hearing on Monday, October 4, 2021.

BACKGROUND: Staff is currently reviewing the numbers and putting together all in numbers for their departments. We are reviewing capital needs for work projects and equipment. Due to unusual long lead times, some items are being ordered now but will not be paid for until 2022 which means they will need to be in the budget.

ANALYSIS/FINDINGS: After presenting and discussing the 1st draft of the 2022 Budget with the Board on September 13, 2021, Staff will review recommendations from the Board to make changes to the Budget. Staff will also have some of their own recommendations on changes to the budget.

FISCAL IMPACT: The budget sets the PUD up for expected expenditures and revenues for the year. It shows the Commissioners and public what we anticipate accomplishing during the year.

RECOMMENDATION: This was for informational purposes only. In a couple of weeks, Staff will have a preliminary budget for the Board to review and discuss.



AGENDA REPORT

DATE: September 7, 2021

TO: Board of Commissioners

FROM: Samantha Harper, P.E., Engineering Director

RE: Updates to Wastewater/Sewer Rate Schedule

RECOMMENDATION: Approval of Resolution

SUMMARY: Staff requests the Board of Commissioners adopt the proposed wastewater/sewer rate schedule as presented Exhibit A.

BACKGROUND: Over the past year the PUD has worked with FCS, consultant, to complete a cost-of-service analysis (COSA) and rate design update for the PUD utilities. FCS presented the revenue requirements and multiple rate design scenarios which would enable the PUD to start to bring the wastewater/sewer utility up to cost of service in addition to make process on becoming a standalone utility.

ANALYSIS/FINDINGS: Through a few meetings and discussions, the proposed wastewater/sewer rates were changed from a postage stamp model into three separate rates, a: 1) Standard rate; 2) Beckett Point rate; and 3) Kala Point rate. Also, the three different rate classes were shown being phased into the proposed COSA wastewater/sewer rate within a 3-year, 5-year, 7-year and 10-year time period. At the August 17, 2021, Board of Commissioners meeting, the board of commissioner's recommended the 5-year phase-in option.

FISCAL IMPACT: The rate increase would allow the wastewater/sewer utility to start to meet revenue requirements and to provide a modest capital improvement plan.

RECOMMENDATION: Approve the Resolution adopting the wastewater/sewer rates as presented in attached Exhibit A- Wastewater/Sewer Rates Schedule.

Attachments: Resolution 21-0XX

Resolution 21-0XX, Exhibit A Wastewater/Sewer Rates Schedule

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

RESOLUTION NO. 2021-XX

A RESOLUTION of the Board of Commissioners of Public Utility District No. I of Jefferson County, Washington ("The PUD"), revising, updating and approving certain changes to the PUD wastewater/sewer rates.

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

WHEREAS, the Board of Commissioners have reviewed the wastewater/sewer rates for the wastewater/sewer systems managed by the PUD; and

WHEREAS, the PUD has reviewed its wastewater/sewer 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, At the July 20, 2021 regular Board of Commissioners meeting wastewater/sewer rates and an overview of the services provided by the waste/water rates were presented by both staff and consultant. At the August 17, 2021 regular Board of Commissioners meeting the proposed rates were presented for input and comments from both the public and the commissioners; and

WHEREAS, the proposed rates are attached as Exhibit A to this resolution and will revise, amend and replace the wastewater/sewer rates as set forth in Resolution No. 2021-0XX; and

WHEREAS, the proposed wastewater/sewer rates in Exhibit A will help the PUD provide funds for ongoing maintenance, operations and improvements to its wastewater/sewer systems.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution.

Section 2. The PUD adopts the attached wastewater/sewer rate changes in Exhibit A, effective for all bills rendered on or after October 5, 2021, with annual increase occurring January 5, 2022, January 5, 2023 and January 5, 2024.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 7th day of September 2021.

| Dan Toepper, President |
|------------------------|

| | Kenneth Collins, Vice President |
|-------------------------|---------------------------------|
| ATTEST: | |
| Jeff Randall, Secretary | |



Wastewater/Sewer

RATE SCHEDULE

The Rate Schedule is a policy outlining the availability and defining the application of the rates that have been adopted by the Jefferson County Public Utility District No. 1

Board of Commissioners

Updated Resolution 2021-xxx [Month & Day] September 7, 2021

| General Provisions | <u>3</u> 2 |
|--|-----------------|
| Service Policy | 3 |
| <u>Low Income</u> Tax Adjustment: | <u>3</u> 2 |
| EffectiveService Policy | <u>3</u> 2 |
| Wastewater Rate Schedule | 4 18 |

| <u>General</u> | |
|----------------|--|

Tax Adjustment:

The amount of tax levied by any city or town in accordance with RCW 54.28.070, of the Laws of the State of Washington, will be added to all applicable charges for utility services sold within the limits of any such city or town.

Service Policy

<u>Service under this schedule is subject to the rules and regulations as defined in the District's Electric Service Regulations and the Water System Plan Customer Service Policy.</u>

Low Income Discounts:

Jefferson County PUD offers discounts to low-income senior citizens and other low-income citizens per RCW 74.38.070. Program guidelines and income thresholds are defined under section 10.6 of the Customer Service Policy. The discount credit amount for each program is defined under section 14.2 of the Customer Service Policy.

Effective

All rate changes will be effective with statements rendered on or after the listed.

Wastewater Rate Schedule

AL-S: Residential Sewer

MONTHLY CHARGE:\$ 30.80CSWR: Commercial Sewer MONTHLY CHARGE:\$ 30.80KPS: Kala Point Flat Sewer

MONTHLY CHARGE:\$ 20.00

KPSA1: Kala Point Association 1

MONTHLY CHARGE:\$ 90.00

KPSA2: Kala Point Association 2

MONTHLY CHARGE:\$ 210.00

KPSA3: Kala Point Association 3

MONTHLY CHARGE:\$ 270.00

APSW: Alcohol Plant Sewer

MONTHLY CHARGE:\$ 150.00

S7SW: Senior 7 Sewer

MONTHLY CHARGE:\$ 80.00

MONTHLY CHARGES

| Effective Date: | October 5 2021 | <u>January 5</u> <u>2022</u> | <u>January 5</u> <u>2023</u> | <u>January 5</u> <u>2024</u> | <u>January 5</u> <u>2025</u> |
|----------------------------------|-------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Basic Charge: | | | | | |
| All systemsStandard ¹ | <u>\$</u> 41.20 | <u>\$</u> 51.59 | \$ 61.99 | \$ 72.39 | \$ 82.78 |
| Standard Low Income | (\$ 12.36 <u>)</u> | <u>(\$ 15.48)</u> | <u>(\$ 18.60)</u> | <u>(\$ 21.72)</u> | <u>(\$ 24.83)</u> |
| Beckett Point | <u>\$</u> 47 <u>.71</u> | \$ 64.62 | \$ 81.53 | <u>\$ -98.44</u> | <u>\$ 115.36</u> |
| Beckett Point Low | <u>(\$ 14.31)</u> | <u>(\$ 19.39)</u> | <u>(\$ 24.46)</u> | <u>(\$ 29.53)</u> | <u>(\$ 34.61)</u> |
| <u>Income</u> | | | | | |
| Kala Point ¹ | <u>\$</u> 25 <u>.60</u> | \$ 31.19 | \$ 36.79 | \$ 42.38 | \$ 49.22 |
| Kala Point Low | <u>(\$ 7.68)</u> | <u>(\$ 9.36)</u> | <u>(\$ 11.04)</u> | (\$ 12.71) | <u>(\$ 14.77)</u> |
| <u>Income</u> | | | | | |

Notes:

1. Multi-family, Condos and Timeshares are billed the basic charge per unit.



AGENDA REPORT

DATE: September 7,2021

TO: Board of Commissioners

FROM: Kevin Streett, GM

Lori Rae, Broadband Coordinator

RE: Wholesale Telecommunication Services Agreement

BACKGROUND: As the PUD expands the broadband department a Wholesale Telecommunications Service Agreement is needed. The agreement not only protects the PUD but also defines the responsibility between the RSP and the PUD.

ANALYSIS/FINDINGS: Staff is seeking a motion to approve the Wholesale Telecommunication Service Agreement.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve a motion to adopt the Wholesale Telecommunication Service Agreement as presented.

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 thisAgreement 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 bedisconnected 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 | |

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) | | |
| Liability Insurance Carrier | Public Utility Risk Management | |
| | Systems | |
| | (800) 562-5226 | |



AGENDA REPORT

DATE: September 7, 2021

TO: Board of Commissioners

FROM: Samantha Harper, P.E., Engineering Director

RE: Signing of Amendment No. 2

RECOMMENDATION: Approval of Resolution

SUMMARY: Staff requests the Board of Commissioners authorize the General Manager to sign Amendment No. 2 for the Agreement for Assumption of Operations and Maintenance of Wastewater Treatment and Collection Facilities.

BACKGROUND: The original agreement between the PUD and Ludlow Utilities Company (currently known as Olympic Water and Sewer, Inc.) was executed on December 9, 1986. The agreement is intended to have the PUD assume operations of the wastewater treatment plant and wastewater collection system if the one of the following occurrences happens:

- 1. There is a requirement to implement the approved General Sewer Plan, as defined in WAC 173-240-050; or
- 2. if OWSI, or any reason, ceases to operate and maintain the System, and there is no successor-in-interest to assume the responsibilities from OWSI; or
- 3. The discharge from the treatment plant is in violation of final effluent limitations in Port Ludlow's waste discharge permit over an extended period of time, at least four (4) out of six (6) consecutive months, and OWSI fails to take responsible measures to correct the violations including compliance with Department of Ecology (ECY) enforcement orders; or
- 4. OSWI fails to comply with any other permit requirements, for at least six (6) months, and OWSI fails to take reasonable measures to correct the violations, including compliance with ECY enforcement orders.

The agreement describes how the transfer of operations and maintenance would transpire if one of the above occurrences happened; what is and is not included in the operation and maintenance services and how OWSI would be eligible to have the system transferred back to them.

Amendment No. 1 was executed on February 7, 2000. This included minor changes: clarification on charges, changing from Ludlow Utilities Company to Olympic Water and Sewer, Inc., PUD adoption of the general sewer plan for OWSI and the extension of the agreement term.

The intent of the agreement is to put in place a back-up for the operations and maintenance of the OWSI wastewater treatment plant and collection facilities if one of the occurrences above takes place. Under RCW 54.16.230, the PUD may acquire, construct, operate, maintain, and add to sewage systems, subject to and in compliance with the county comprehensive plan. WAC 173-240-104 allows private ownership of domestic sewage facilities provided there is an agreement in place with a public agency.

ANALYSIS/FINDINGS: The outline of the content of the Amendment No. 2 is as follows:

- Clarifications on who collects development fees versus monthly billing for existing customers;
- Clarifications on expense incurred if the PUD provides operation and maintenance of the system; and
- Extension of the Agreement term for an additional 25 years. The expiration date would be in year 2046.

FISCAL IMPACT: None.

RECOMMENDATION: Staff is recommending that the Board of Commissioners authorize the General Manager to sign Amendment No. 2 to the Agreement for Assumption of Operations and Maintenance of Wastewater Treatment and Collection Facilities.

Attachments: Resolution 21-0XX

Resolution 21-0XX, Exhibit A Amendment No. 2

Amendment No.1 dated 2/7/2000 Original Agreement dated 12/9/1986

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY

RESOLUTION NO. 2021-0

A RESOLUTION of the Board of Commissioners of the Public Utility District No. 1 of Jefferson County, Washington (the "PUD"), authorizing the General Manager to execute and approving Amendment No. 2 to the Agreement for Assumption of Operations and Maintenance of Wastewater Treatment and Collection Facilities

WHEREAS, On December 9, 1986, Ludlow Utilities (currently known as Olympic Water and Sewer, Inc. (OWSI)) and the PUD entered into an Agreement for the purpose of the PUD being an operation and maintenance backup for the wastewater treatment and collection facilities which is currently owned by OWSI located in Port Ludlow, WA; and

WHEREAS, On February 7, 2000, the PUD and OWSI executed Amendment No.1 to the Original Agreement; and

WHEREAS, RCW 54.16.230, allows the PUD to acquire, construct, operate, maintain, and add to sewage systems, subject to and in compliance with the county comprehensive plan; and

WHEREAS, WAC 173-240-104 allows private ownership of domestic sewage facilities provided there is an agreement in place with a public agency; and

WHEREAS, Exhibit A of this resolution is Amendment No. 2 which provides clarification of compensation terms if the PUD provided operation and maintenance to the system and extends the terms for the agreement for a 25-year period; and

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution.

Section 2. The PUD accepts the terms in Amendment No. 2 as identified in Exhibit A and authorizes the General Manager to execute the amendment on behalf of the PUD.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 7th day of September 2021.

| Dan Toepper, President |
|--------------------------------|
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| |
| Kenneth Collins, Vice Presiden |

| ATTEST: | |
|-------------------------|---|
| | |
| Jeff Randall, Secretary | _ |

AMENDMENT NO. 2 TO AGREEMENT FOR ASSUMPTION OF OPERATION OF WASTEWATER TREATMENT AND COLLECTION FACILITIES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR ASSUMPTION OF OPERATION OF WASTEWATER TREATMENT AND COLLECTION FACILITIES (this "Amendment") dated as of _______, 2021, is made by and between PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, a municipal corporation of the State of Washington (the "PUD"), and OLYMPIC WATER AND SEWER, INC., a Washington corporation, f/k/a Ludlow Utilities Company ("OWSI"), for the purpose of amending and modifying that certain Agreement for Assumption of Operation of Wastewater Treatment and Collection Facilities made December 9, 1986, and amended by Amendment No. 1 dated February 7, 2000, by and between the PUD and OWSI (as amended, the "Agreement").

Capitalized terms not otherwise defined herein shall have the meanings given to them under the Original Agreement and or Amendment No. 1. In the event of any conflict between the previous Agreement and this Amendment, this Amendment shall control.

- I. **REVIVAL OF AGREEMENT.** The Agreement is hereby revived, ratified, approved, and confirmed.
- II. **PARTIES.** Subsection 6.b is supplemented with the following:

If the PUD assumes operations and maintenance of the System, the new development connection fees will be paid to OWSI as the owner of the System. The PUD will collect and retain monthly billing as outline in the Agreement.

III. **FUNDS FOR OPERATIONS.** Section III of Amendment No. 1, Subsection 8.a of the Original Agreement is amended and replaced with the following:

If the PUD assumes operations and maintenance of the System under Articles 4 and 5 of the Original Agreement, OWSI shall pay the PUD all expenses incurred for the Operations and Maintenance of the System.

Subsection 8.b of the Original Agreement is supplemented with the following:

If the monthly sewer services do not cover the PUD's Operations and Maintenance expenses (including repairs), then the PUD shall recover additional costs and expenses from OWSI per amended Subsection 8.a.

IV. GENERAL SEWER PLAN.

V. TERM. The term of the Agreement is hereby extended twenty-five (25) years from the date of execution of Amendment No. 2. Despite any period of time between the prior agreed expiration date of the Agreement and the date of mutual acceptance of this Amendment, the

Exhibit A

parties agree that the Agreement shall be deemed to have been in effect for such period of time.

VI. **ACCEPTANCE OF AMENDMENT.** This Amendment may be executed and delivered in counterparts and via electronic mail or telephonic facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the date set forth above.

| OLYMPIC WATER AND SEWER, INC. | PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY |
|-------------------------------|--|
| Ву | Ву |
| Its Vice President | Kevin Streett, General Manager |

AGREEMENT FOR ASSUMPTION OF OPERATION OF WASTEWATER TREATMENT AND COLLECTION FACILITIES

THIS AGREEMENT is made this 9th day of DECLINES.,

1986, by and between the PUBLIC UTILITY DISTRICT NO. 1 OF

JEFFERSON COUNTY ("PUD"), a municipal corporation of the State
of Washington, and LUDLOW UTILITIES COMPANY ("LUDLOW

UTILITIES"), a Washington corporation:

RECITALS

WHEREAS, Pope Resources A Limited Partnership ("POPE RESOURCES") is the developer of the Port Ludlow Community which includes a secondary treatment plant and associated wastewater collection system. The treatment plant and collection system are owned and operated by LUDLOW UTILITIES, a wholly-owned subsidiary of POPE RESOURCES. Effluent is discharged from the plant into Puget Sound under authority of National Pollutant Discharge Elimination System ("NPDES") Permit No. WA-002120-2.

WHEREAS, LUDLOW UTILITIES intends to expand the capacity of its treatment plant and collection system in order to service anticipated growth at Port Ludlow. An Engineering Report for the expanded plant and collection system will be submitted by LUDLOW UTILITIES' consulting engineers to the Washington State Department of Ecology ("WDOE"). An Environmental Impact Statement will be prepared for the project, and POPE RESOURCES and LUDLOW UTILITIES will obtain the necessary permits and

approvals based on the final plans and specifications approved by WDOE.

WHEREAS, expansion of the Port Ludlow treatment plant and collection system is in the best interests of the citizens of Jefferson County in that Port Ludlow contributes substantially to tax revenues and the general economy of the area. Moreover, a properly-designed, sized, and operated treatment plant will protect the quality of Port Ludlow Bay.

WHEREAS, regulations promulgated by WDOE at WAC 173-240-104 allow for private ownership of domestic sewage facilities, provided that there is an agreement with a public agency for assumption of operations of the system under certain conditions.

WHEREAS, the PUD is authorized under RCW 54.16.230 and by a vote of the people of Jefferson County to operate, acquire, construct, maintain, and add to sewage systems, subject to the Jefferson County Comprehensive Plan.

WHEREAS, this Agreement is in the best interests of the citizens of Jefferson County, in that it makes provision for backup public operation of the Port Ludlow treatment plant and collection system in the unlikely event that assumption becomes necessary under the conditions set forth herein.

NOW, THEREFORE, the PUD and LUDLOW UTILITIES agree as follows:

1. Definitions.

a. "System" shall mean the Port Ludlow wastewater collection system and secondary treatment plant owned and

operated by LUDLOW UTILITIES, as these facilities presently exist and as they may exist in the future.

- b. "Port Ludlow" shall mean all development associated with the Port Ludlow Community owned and operated by POPE RESOURCES and LUDLOW UTILITIES at Port Ludlow, Washington.
- C. "Engineering Report" shall mean the Engineering Report for Port Ludlow Collection and Treatment Facilities, as approved by WDOE.
- 2. <u>Purpose</u>. The purpose of this Agreement is to comply with regulations adopted by WDOE at WAC 173-240-104 by providing for operational assumption of the System by the PUD in the event that either of the conditions set forth in Article 4 of this Agreement are met.
- 3. Responsibilities of LUDLOW UTILITIES. In its present capacity as owner and operator of the System, LUDLOW UTILITIES shall be responsible for the following actions:
- a. LUDLOW UTILITIES shall take such actions as are necessary for proper operation and maintenance of the System and compliance with applicable laws, regulations, approvals, and permits, including the above-referenced NPDES permit issued by WDOE for the System.
- b. LUDLOW UTILITIES shall employ suitably licensed treatment plant operators and other employees familiar with the operation and maintenance of secondary treatment plants. As part of facility design and construction, LUDLOW UTILITIES

shall develop an Operation and Maintenance Manual for the expanded Port Ludlow System and shall provide a copy of the Manual to the PUD.

- c. LUDLOW UTILITIES may contract with a third party for management, operations, and maintenance of the System:

 Provided, that the PUD shall receive notice of such action, which shall not change the rights, duties and obligations of the parties under this Agreement.
- d. LUDLOW UTILITIES shall maintain and keep records of all work performed on the System, including inspection, maintenance, repair, and operations, and shall keep similar records of all problems with the System, including reports. Upon request by the PUD, copies of records shall be made available by LUDLOW UTILITIES for inspection at a reasonable time and place. Upon request by the PUD, LUDLOW UTILITIES shall also make the System available for inspection at a mutually convenient time.
- e. LUDLOW UTILITIES shall determine what amounts are required to operate, maintain, and repair the System in a satisfactory condition, and shall periodically bill and collect from Port Ludlow property owners a monthly sewer service charge. Such service charge shall be adjusted from time to time as necessary to reflect current costs and conditions, and shall be sustained at a high enough level to cover all operation and maintenance costs. LUDLOW UTILITIES shall keep

accurate records of the monies billed and received and all expenditures of funds. Upon request of the PUD, copies of such records shall be made available by LUDLOW UTILITIES for inspection and copying by the PUD or its agents at a reasonable time and place.

- f. LUDLOW UTILITIES shall cooperate with the PUD in establishing a continuing orientation program through which PUD officials and employees can become familiar with the physical and operational characteristics of the System, including procedures set forth in the Operation and Maintenance Manual to be developed by LUDLOW UTILITIES.
- 4. Assumption of Operations by PUD. The PUD shall assume full operational responsibility for the System upon any one of the following occurrences:
- a. Such assumption is necessary for the implementation of an approved General Sewer Plan, as that term is defined by WAC 173-240-050; or
- b. LUDLOW UTILITIES, for any reason, ceases to operate and maintain the System, and there is no successor-in-interest to assume these responsibilities from LUDLOW UTILITIES; or
- c. The discharge from the treatment plant is in violation of final effluent limitations in Port Ludlow's waste discharge permit over an extended period of time, at least four (4) out of six (6) consecutive months, and LUDLOW UTILITIES

fails to take reasonable measures to correct the violations, including compliance with WDOE enforcement orders; or

- d. LUDLOW UTILITIES fails to comply with any other permit requirements; e.g., monitoring and reporting, over an extended period of time, at least six (6) months, and LUDLOW UTILITIES fails to take reasonable measures to correct the violations, including compliance with WDOE enforcement orders.
- 5. Determination by WDOE. WDOE shall determine the occurrence of any condition set forth in Article 4 of this Agreement and shall give the parties written notice thereof. Such written notice shall constitute an appealable order within the meaning of RCW 90.48.120. The order shall specify an implementation schedule and shall, if conditions allow, grant LUDLOW UTILITIES a reasonable opportunity to correct unsatisfactory conditions.
- 6. Responsibilities of Parties Upon Assumption. In the event that assumption of the System by the PUD becomes necessary under Articles 4 and 5 of this Agreement, the responsibilities of the parties shall be as follows:
- a. The PUD shall become responsible for all operational aspects of the System, including operations, routine maintenance, and repair. Financing of such matters shall be as provided for in Article 8 of this Agreement. The PUD shall also be responsible for paying all taxes and

assessments, if any, associated with operation and maintenance, but not with ownership, of the System.

- b. LUDLOW UTILITIES shall be entitled to continue collecting and retaining sewer connection fees from Port Ludlow property owners for the purpose of servicing and retiring the capital debt incurred by LUDLOW UTILITIES in constructing the System, as described in the Engineering Report. Ownership of the System shall not be changed by the PUD's assumption of operations, maintenance and repair.
- c. In no event shall the PUD be responsible for costs associated with physically connecting individual residences and other users to the System. Such costs shall continue to be borne by the users.
- d. LUDLOW UTILITIES shall make its best efforts to cooperate with the PUD in accomplishing an orderly System turnover to PUD personnel, including making available all pertinent records, procedures, and employees necessary for turnover.
- e. Upon formal assumption of the System, as determined by WDOE order issued under Article 5 of this Agreement, the PUD shall be authorized to enter upon the property served and occupied by the System to perform the duties set forth in this Agreement. Entry shall be made in a manner creating the least disruption to Port Ludlow residents and real property, but in a manner consistent with the

efficient operation, maintenance, and repair of the System. Such right of entry shall exist until termination of this Agreement.

- Indemnification. The PUD agrees to indemnify and hold 7. LUDLOW UTILITIES and POPE RESOURCES harmless from any and all claims, causes of action, judgments, liability, tort claims and claims for negligence, loss, damage, and expenses (including reasonable attorneys' fees), including claims for death or injury to persons or loss or damage to property, arising out of the PUD's use, operation or possession of the System after assumption has taken place pursuant to Articles 4 and 5 of this. Agreement. LUDLOW UTILITIES agrees to indemnify and hold the PUD harmless from any and all claims, causes of action, judgments, liability, tort claims and claims for negligence, loss, damage, and expenses (including reasonable attorneys' fees), including claims for death or injury to persons or loss or damage to property, arising out of occurrences prior to the PUD's assumption of the System, and relating to LUDLOW UTILITIES' use, operation, possession or ownership of the System.
- 8. <u>Funds for Operations</u>. The parties shall provide for funding of System operations as follows.
- a. LUDLOW UTILITIES shall provide the PUD with its noninterest-bearing promissory note, payable upon demand in the event that the PUD assumes operation of the System under

Articles 4 and 5 of this Agreement. The promissory note will be provided at the time that Jefferson County issues a building permit for the expansion of the System. LUDLOW UTILITIES and the PUD shall establish the amount of the promissory note in accordance with the estimated costs of operation, routine maintenance and repair of the System for a period of three months. The basis for the estimate shall be the Engineering Report as approved by WDOE. This Agreement is conditioned on POPE RESOURCES guarantying the promissory note in a form satisfactory to the PUD.

- b. Upon the PUD's assumption of System operations,
 LUDLOW UTILITIES shall assign over to the PUD its accounts
 receivable for monthly sewer service fees from Ludlow Utilities
 ratepayers. The PUD shall thereafter be responsible for
 administration and collection of such fees from Ludlow
 Utilities ratepayers as the basis for financing operations and
 maintenance costs.
- 9. Transfer of Permits, Franchises and Leases. Upon assumption of the System by the PUD, LUDLOW UTILITIES shall assign and transfer to the PUD all permits, approvals, franchises, easements, rights-of-way and leases which are necessary to the proper operation and maintenance of the System. Where required by law, the parties will seek and obtain the prior consent of government agencies with jurisdiction. Such assignments and transfers shall pass to the

PUD all the rights, duties and obligations formerly held by LUDLOW UTILITIES therein.

- Transfer Back of Operations to LUDLOW UTILITIES. After assumption of the System by the PUD, LUDLOW UTILITIES may at any time request that the PUD transfer back to LUDLOW UTILITIES all operational responsibilities previously assumed, including the permits, franchises and leases, if any, assigned or transferred under Article 9 of this Agreement. The PUD shall grant such request if effluent from the treatment plant has been within the concentration limits set forth in Port Ludlow's waste discharge permit for at least six (6) consecutive months at the time of the request. Upon request by the PUD, LUDLOW UTILITIES shall reimburse the PUD for any verifiable cash flow deficit experienced by the PUD from operation of the System during the period of assumption. reimbursement shall be a condition to transfer back of system operations to LUDLOW UTILITIES. Upon request by LUDLOW UTILITIES, the PUD shall make its books and records available at reasonable times and places during the period of assumption, so that LUDLOW UTILITIES will be able to monitor and verify the existence of a cash flow deficit. LUDLOW UTILITIES shall not be responsible for reimbursement of losses caused by the fault or negligence of the PUD.
- 11. <u>General Sewer Plan</u>. The PUD shall make its best efforts to prepare and adopt a General Sewer Plan (as that term

is defined by WAC 173-240-050) covering Port Ludlow, and to have the Plan approved by WDOE. Such Plan may be developed in conjunction with Jefferson County and shall be consistent with the Jefferson County Comprehensive Plan.

- 12. Term. This Agreement shall terminate ten (10) years from the date of execution hereof, but shall be subject to extension by written agreement of the parties.
- obligations contained in this Agreement shall inure to the benefit of and be transferred to any assigns, purchasers and any other successors-in-interest of the parties: Provided that neither party shall assign its rights and obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 14. <u>Further Documents</u>. Upon request, the parties shall execute such further documents as may be necessary to carry out the intent of this Agreement.
- 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and may be modified only by written amendment executed by both the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first appearing above.

LUDLOW UTILITIES COMPANY

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY BOARD OF COMMISSIONERS

Chairman

Title MESIDENT- LIC

Pape Resources by G. W. Falguet Chay Execution office

Member

Member

Approved as to Form: Counsel, Public Utility District

December 6, 1988

The regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, was called to order at 5:30 p.m.

The following Commissioners and Staff were present:

Kenneth A. McMillen, President Richard Shipman, Vice President W. H. Pederson, Secretary John Floyd, Assistant to the Manager Robert Benjamin, Auditor

CURRENT AGENDA

The current agenda was approved with the addition of Item 7.f.: Levine Short-Plat Segregation.

MINUTES

The minutes of the November 1, 1988, meeting were modified to reflect that Commissioner McMillen was absent and approved. The minutes of the November 15, 1988 meeting were approved as written.

CLAIMS VOUCHERS

Claims vouchers audited and certified by the Auditor, as required by RCW 42.24.080 and those reimbursement claims certified as required by RCW 42.24.080, were recorded on a listing made available to the Board. The Board, by unanimous vote, approved payment of those vouchers numbered 9760 through 9808 in the total amount of \$21,200.11.

COMMISSIONER REPORTS

Commissioner McMillen reported that he and Commissioner - Elect Reep had attended a meeting with State Legislators and Legislative Staff.

ACTION ITEMS FOR COMMISSIONERS

- a. The Board unanimously approved the cancellation of its December 20, 1988 meeting and directed that an appropriate legal advertisement be placed in the Port Townsend Leader.
- b. The Board reviewed a request from Pope Resources requesting that it approve the transfer of ownership of the Port Ludlow Sewage Collection and Treatment System from Ludlow Utilities to Pope Resources. The request was approved and the Manager was directed to forward an appropriate letter to that effect to Pope Resources. During the discussion of this matter, the Board directed that, in future, all legal opinions from District Counsel be in writing.
- c. The President of the Board adjourned the regular



meeting and re-opened the public hearing on the proposed 1989 Budget. No public comment was received and the President closed the public hearing. Following a short discussion, the Board then unanimously adopted the proposed 1989 Budget, attached hereto as Appendix

- d. The Board accepted a bid from Viking Fence, Poulsbo, Washington, in the amount of \$785.00 plus sales tax for relocating the entrance gate at the LUD #3 Reservoir Site.
- e. The Board unanimously voted to postpone the Final Assessment Hearing for LUD #3 from January 8, 1988 until January 28, 1988 and directed the appropriate legal notices be published.
- f. The Board directed the Manager to proceed with the segregation of assessments for the Levine Short Plats in LUD #1.

DISCUSSION ITEMS FOR COMMISSIONERS

- a. The Board reviewed a memorandum for the record regarding the status of the Cape George Sewer District. Following a discussion, the Board directed the Manager to send a letter to the Sewer District requesting a clarification of their legal status.
- b. The Board reviewed a proposal from the Manager which set forth meeting dates and holidays for the District for 1989. The Board voted to change the date of the first meeting in January, 1989, from 5:30 p.m. on Tuesday, January 3 to 5:00 p.m. on Wednesday, January 4, and directed that appropriate legal notice be published.
- c. The Board declared the LUD #3 Construction Project sign and three office dividers surplus, directed that the Manager set an appropriate value on each and dispose of same.

ADJOURNMENT

There being no further business, the Board adjourned until its next regular meeting on January 4, 1989.

Kenneth A. McMillen

President

Richard M. Shipman Vice President

John L. Reep, Jr.

(APPENDIX A FOLLOWS)

AMENDMENT NO. 1 TO AGREEMENT FOR ASSUMPTION OF OPERATION OF WASTEWATER TREATMENT AND COLLECTION FACILITIES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ASSUMPTION OF OPERATION OF WASTEWATER TREATMENT AND COLLECTION FACILITIES (this "Amendment") is made as of February 7, 2000, by and between PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, a municipal corporation of the State of Washington (the "PUD"), and OLYMPIC WATER AND SEWER, INC., a Washington corporation ("OWSI"), for the purpose of amending and modifying that certain Agreement for Assumption of Operation of Wastewater Treatment and Collection Facilities made December 9, 1986, by and between the PUD and OWSI f/k/a Ludlow Utilities Company (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them under the Agreement. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

- I. **REVIVAL OF AGREEMENT.** The Agreement is hereby revived, ratified, approved, and confirmed.
- II. **PARTIES.** Ludlow Utilities Company has changed its name to Olympic Water and Sewer, Inc. All references to Ludlow Utilities Company in the Agreement shall be deemed to mean Olympic Water and Sewer, Inc., which may be abbreviated "OWSI."
- III. **FUNDS FOR OPERATIONS.** Subsection 8.a of the Agreement is amended to provide as follows:

If the PUD assumes operation of the System under Articles 4 and 5 of this Agreement, then upon such assumption OWSI shall pay to the PUD a sum equal to the estimated cost of operation and routine maintenance and repair of the System for a period of three (3) months. An independent consulting engineer selected by the PUD and paid by OWSI shall provide the estimate.

IV. **GENERAL SEWER PLAN.** Section 11 of the Agreement is amended to provide as follows:

The PUD hereby adopts and approves the general sewer plan dated July 1990, prepared by or for OWSI under WAC 173-240-050, which was approved by WDOE on September 30, 1990, and finds that it is consistent with the Jefferson County Comprehensive Plan.

V. **TERM.** The term of the Agreement is hereby extended for ten (10) years, effective from the original date of expiration of the Agreement, December 9, 1996, and shall expire on December 9, 2006. Despite any lapse in time between the original expiration of the Agreement and the execution of this Amendment, the parties agree that the Agreement shall be in effect for the term stated. Therefore, Section 12 of the Agreement is amended to provide as follows:

This Agreement shall terminate on December 9, 2006, but shall be subject to extension by written agreement of the parties.

VI. **ACCEPTANCE OF AMENDMENT.** The Agreement, including this Amendment, may be executed and delivered in counterparts and via facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set forth above.

| OLYMPIC WATER AND SEWER, INC. | PUBLIC UTILITY DISTRICT NO. 1 |
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| By_JaceySith | By_ |
| ItsVice President | Its Commissioner |
| | e modern de |
| | Its Commissioner |
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| | Its Commissioner |



AGENDA REPORT

DATE: September 7, 2021

TO: Board of Commissioners

FROM: Samantha Harper, P.E., Engineering Director

RE: The Meadows Phase 2 O&M Agreement

RECOMMENDATION: Approval of Resolution

SUMMARY: Staff is requesting that the Board of Commissioners (BOC) authorize the General Manager to execute an Operation and Maintenance Service Agreement for Phase 2 of the Meadows Community On-site Septic System between the PUD and the developer STO, LLC.

BACKGROUND: At the November 19, 2019 Board of Commissioners meeting, the Board approved the general manager to execute an agreement between the PUD and STO, LLC. for providing operation and maintenance service for the Meadows Phase 1 Large On-site Community Septic System. STO, LLC. purchased the property and formed the Meadows Condominium No. 1 and the Meadows Condominium No. 2. The Large On-site Community Septic System was divided into two phases, as shown on the attached map. Phase 1 includes 21 permitted sewer connections, with eight (8) existing single-family residences (SFRs) and thirteen (13) vacant parcels. Phase 2 includes 28 lots, which require a new large on-site septic system to be designed, permitted, approved and installed by STO, LLC.

The Jefferson County Code Section 8.15.100(2) states that the "management of community onsite sewage systems shall be by an entity approved by [Jefferson County Public Health department.] If the lots are individually owned, the management shall in all cases be provided by a public entity...", therefore, at the request of Jefferson County Public Health department, the PUD is entering into an operation and maintenance agreement with STO, LLC.

The Meadows Phase 2 Large On-site Community Septic System is permitted through the Washington State Department of Health (DOH) and is currently under construction.

ANALYSIS/FINDINGS: Staff has worked with the property owner on the terms of the operation and maintenance agreement. The agreement is structured as a service contract, since the PUD does not own the system, but is "contracted" to provide operation and maintenance of the OSS. The PUD has a single customer, the Meadows No. 1 Association, rather than each individual lot having a separate account with the PUD.

FISCAL IMPACT: The monthly operation and maintenance fee is based on the most current Schedule of Charges for Water and Sewer Services, adopted through Resolution No. 2020-005.

RECOMMENDATION: Staff recommends the Board of Commissioners (BOC) authorize the General Manager to execute an Operation and Maintenance Service Agreement for Phase 2 of the Meadows Community On-site Septic System between the PUD and STO, LLC.

Attachments:

- 1. Resolution 21-000XX
- 2. Operation and Maintenance Service Agreement for Phase 2 of the Meadows Community On-site Septic System
- 3. Map of the Olympic Greens Binding Site Plan with the Meadows proposed Phase 2

PUBLIC UTILITY DISTRICT NO.1 OF JEFFERSON COUNTY

RESOLUTION NO. 2021-0XX

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, authorizing the General Manager to execute an Operations and Maintenance Service Agreement for Phase 2 of the Meadows Community Onsite Septic System

WHEREAS, STO LLC is the owner of all of the property described in the Binding Site Plan of Olympic Greens recorded under Jefferson County Auditor's File No. 402752 in Volume 1 of Binding Site Plans, Pages 24-27 (the "BSP"); and

WHEREAS, STO LLC created two condominiums on the BSP property called The Meadows No. 1, A Condominium ("The Meadows No. 1"), Auditor's File No. 629483, and The Meadows No. 2, A Condominium ("The Meadows No. 2"), Auditor's File No. 629485 (collectively, "The Meadows Condominiums"); and

WHEREAS, The Phase 2 Meadows Community OSS have been designed, approved and constructed to meet current code requirements of Department of Health (DOH) (collectively, Department of Health permit number JEF039, Project 2017-050); and

WHEREAS, The Phase 2 Meadows Community OSS has 29 permitted sewer connections to the new Community On-site Septic System; and

WHEREAS, Jefferson County code requires the management of community on-site septic systems be an approved entity by Jefferson County Public Health department and if the lots are individually owned the management shall be provided by a public entity, and

WHEREAS, Staff has worked with the property owner on the terms of the Operations and Maintenance Service Agreement for Phase 2 of the Meadows Community On-site Septic System, and

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution.

Section 2. The PUD accepts the terms in Operations and Maintenance Service Agreement for Phase 2 of the Meadows Community On-site Septic System as identified in Exhibit A and authorizes the General Manager to execute the amendment on behalf of the PUD.

| ADOPTED by the Board of Commissioners of County, Washington, at a regular open meeting held the | • |
|---|---------------------------------|
| | Dan Toepper, President |
| | Kenneth Collins, Vice President |
| ATTEST: | |
| Jeff Randall, Secretary | |

OPERATION & MAINTENANCE SERVICES AGREEMENT FOR

PHASE 2 OF THE MEADOWS (FORMERLY OLYMPIC GREENS) COMMUNITY ON-SITE SEPTIC SYSTEM

| THIS | OPERATIO | N & MAINTEN | NANCE SER | VICES AG | REEMENT PH | IASE 2 OF |
|--------|-----------------|-------------------|--------------------|-----------------|-----------------|----------------|
| THE | MEADOWS | (FORMERLY | OLYMPIC | GREENS) | COMMUNITY | ON-SITE |
| SEPT | IC SYSTEM | (this "Agreement' | ') is made this | day of _ | , 2 | 021, by and |
| betwe | en STO, LLC, | a Washington lin | nited liability of | company ("S | TO LLC"), and P | UD No.1 of |
| Jeffer | son County ("P | UD"). | | | | |

RECITALS

- 1. STO LLC is the owner of all of the property described in the Binding Site Plan of Olympic Greens recorded under Jefferson County Auditor's File No. 402752 in Volume 1of Binding Site Plans, Pages 24-27 (the "BSP").
- 2. STO LLC is proposing to create two condominiums on the BSP property called The Meadows No. 1, A Condominium ("The Meadows No. 1"), Auditor's File No. 629483, and The Meadows No. 2, A Condominium ("The Meadows No. 2"), Auditor's File No. 629485 (collectively, "The Meadows Condominiums").
- 3. STO LLC has recorded a Declaration of Easements and Maintenance Agreement with respect to the property in the BSP under Jefferson County Auditor's File No. 612302 (the "Easements and Maintenance Agreement") in order to provide for the management of The Meadows Common Areas (as defined therein) by the owners association for The Meadows No. 1 ("The Meadows No. 1 Association") for the benefit of owners in The Meadows Condominiums and to provide for payment or reimbursement of its costs associated with operation, maintenance, repair and replacement of the community septic sewer systems for the property in the BSP.
- 4. On-site Septic Systems were designed by Mark Stone, P.E. (designer), Stone On-site Septic Design PLLC, to serve Lots 11-13, 15-17, 20-22, 25-27, 33-34, 38-44 and 48-54 of the BSP (the "Phase 2 Meadows Community OSS" and the "Phase 1 Meadows Lots," respectively). The Phase 1 Meadow Lots will become units in The Meadows Condominiums and the Phase 2 Meadows Community OSS will be a common element of The Meadows No. 1.
- 5. The Phase 2 Meadows Community OSS is an extensive sewage collection, treatment and disposal system, which is described in the Operations and Maintenance Manual (the "O&M Manual"), Record Drawing and Inspection Report will be provided once construction of Phase 2 is completed and has been installed so that sewer service shall be available to dwellings on the Phase 1 Meadows Lots.
 - 6. The Phase 2 Meadows Community OSS have been designed, approved and

constructed to meet current code requirements of Department of Health (DOH) (collectively, Department of Health permit number JEF039, Project 2017-050).

- 7. The construction inspections will be performed by the Designer and documented for DOH. DOH will perform the final inspection and issue the operating permit, which will be renewed annually. In addition to the annual renewal, a report will need to be filed with DOH during operation for the Phase 2 Meadows Community OSS.
- 8. The Phase 2 Meadows Community OSS does not include the required septic tank and pump chamber (where required) for connection of each individual lot. A septic (tank only) permit, issued by JCPH in compliance with the code at the time of application, is required for the connection of each individual lot to the Phase 2 Meadows Community OSS.
- 9. Jefferson County Code Section 8.15.100(2) states that the "management of community on-site sewage systems shall be by an entity approved by JCPH. If the lots are individually owned the management shall in all cases be provided by a public entity...." Therefore, the PUD No. 1 will be the management entity for The Meadows Community OSS.
- 10. PUD No.1 has accepted responsibility of being the management entity of the Phase 2 Meadows Community OSS, as described in the Operations and Maintenance Manual.
- 11. STO LLC will be responsible for meeting all federal, state and local requirements, and represents and warrants to the PUD that these recitals are true and correct.
- 12. The Phase 2 Meadows Community OSS shall be a common element of The Meadows No. 1 and all rights and obligations of STO LLC under this Agreement shall be assumed by The Meadows No. 1 Association, except STO LLC shall be responsible for assuring that the initial installation of septic tanks and pump chambers (if needed) on individual lots are done in compliance with current code.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the covenants hereafter set forth, the parties agree hereto, as follows:

- 1. <u>Existing On-site Septic System.</u> A sewage collection, treatment and disposal system together with appurtenant facilities, with capacity and design satisfactory to the JCPH for the Phase 1 Meadows Lots were constructed under previous septic permits in 1996. The Phase 2 Meadows LOSS was constructed under Department of Health permit number JEF039, Project 2017-050. The sewage collection, treatment and disposal system consist of a series of collection pipes, septic tanks, pump chambers, effluent transmission lines and drain fields together with the necessary controls for pump operation, monitoring and malfunction alarm(s) and is hereinafter referred to collectively as the Meadows Community OSS.
- 2. <u>Septic Tank Permits.</u> The systems constructed under SEP96-338, SEP96-339, SEP96-340, and SEP96-341 did not include installation of the required individual septic tanks and pump chambers (if needed) for every lot. Therefore, prior to obtaining a building permit for any lot an application and design shall be submitted for an onsite sewage permit for a septic

tank and pump chamber (if needed) in compliance with current code. The septic permit shall be issued prior to issuance of the associated building permit for a dwelling on that lot.

- 3. <u>Right of Inspection.</u> PUD No. 1 shall have the right to inspect the Phase 2 Meadows Community OSS during operation and maintenance and new construction; for new construction the inspection includes, but is not limited to, the connection of the individual lot effluent to the sewer main. The new construction inspection will be conducted in conjunction with the JCPH inspector and under the onsite sewage permit for a septic tank. The PUD No.1 cost for operation and maintenance are covered in the Fee section of this Agreement. For unsatisfactory work, repairs and or replacement work needed, the notification process between the PUD No.1 and The Meadows No.1 Association is outlined under the Notifications section of this Agreement.
- 4. <u>Certification.</u> PUD No.1 assumes no responsibility for any additions to or later phases of The Meadows Condominiums not in place at the time of this Agreement. Any additions to or later phases shall only be accepted by PUD No.1 after an amendment to this Operations and Maintenance Service Agreement has been mutually agreed to and executed in counter parts by each party to this Agreement.
- 5. <u>Easements</u>. STO LLC shall furnish PUD No.1 with easements running concurrent with this Agreement granting PUD No. 1 access to all necessary portions of the Phase 2 Meadows Community On-site Septic System (OSS) lying outside of dedicated public rights-of-way. STO LLC shall be responsible for recording all such easements in the land records of the Jefferson County Auditor.
- 6. <u>Common Element</u>. Upon creation of The Meadows Condominiums, the Phase 2 Meadows Community OSS shall be a common element of The Meadows No.1.
- 7. <u>Warranty</u>. Any upgrades or expansions to the Phase 2 Meadows Community OSS will be performed by STO LLC or its agent(s) and at the completion of the installation will provide a warranty (guarantee) of 20-percent of the project cost for a period of twelve (12) months from the date of acceptance. The warranty will be to the benefit of the managing entity and in an acceptable form to the PUD No. 1.
- STO LLC furthermore warrants that the Phase 2 Meadows Community OSS at its design capacity will be adequate to serve the Phase 1 Meadows Lots as outlined in this agreement. STO LLC further represents and warrants that the Phase 2 Meadows Community OSS and all subsequent phases have been and will be consistent with Federal, State and local laws and regulations for similar community on-site septic system. Further, STO LLC or its successor shall maintain a reserve fund in a form acceptable to PUD No. 1 for the life of the system, refer to the Fee section of this Agreement.
- 8. <u>Additions</u>. No additional lots or service areas outside the Phase 2 Meadows Lots may be connected to the Phase 2 Meadows Community OSS without the express written

approval of DOH, JCPH, PUD No.1 and STO LLC. PUD No.1 may not unreasonably refuse connections of additional lots or service areas to the Phase 2 Meadows Community OSS if sufficient surplus capacity is available.

- 9. <u>Acceptance</u>. Once construction is completed, PUD No. 1 will inspect and accept the Phase 2 Meadows Community OSS. If upgrades or expansions are designed, approved and completed as outlined in this agreement then the PUD No. 1 will manage the addition. Upgrades and expansion work will be required to follow the warranty process as outlined in this agreement.
- 10. <u>Notifications</u>. For any property served by the Phase 2 Meadows Community OSS, the following notifications are required:
 - a. When a septic issue is discovered, the lot owner or association shall call the PUD No. 1 to report an incident.
 - PUD No.1 will investigate the incident and determine if the septic issue is caused by the individual lot septic system (private) or the Phase 2 Meadows Community OSS system;
 - c. If private; PUD No. 1 will contact the property owner and the Meadows No. 1 Association;
 - d. If associated with the Phase 2 Meadows Community OSS system, the PUD No. 1 will perform the repair or replacement and invoice the Meadows No.1 Association as outlined in the Fees Section of this Agreement.
 - e. It is the Phase 1 Meadows No. 1 Associations responsibility to keep their contact information current with PUD No. 1

PUD No. 1 Contact: The Meadows No. 1 Association

Contact:

Randy Calkins Name:

Wastewater Manager Affiliation:

Address: 310 Four Corners Rd. Address:

Port Townsend, WA 98368

Phone: 360-301-0249 Phone: Email: rcalkins@jeffpud.org Email:

PUD No. 1 Customer Service No.:

360-385-5800

11. <u>Operation and Maintenance.</u> PUD No.1 will monitor, the operation and maintenance of the Phase 1 Meadows Community OSS. STO LLC will be responsible for installation, operation and maintenance of each subsequent phase of The Meadows

Community OSS until it is completed and accepted, as provided above. The individual lot owners are responsible for all such individual operation and maintenance of the onsite septic tank and pump chamber (if needed) per JCPH regulations, PUD No. 1 is not responsible for individual lot septic facilities. The PUD No. 1 is responsible for maintaining the Phase 2 Meadows Community OSS, which started at the individual lot connection to the sewer main.

- 12. <u>Monitoring</u>. PUD No.1 shall monitor the Phase 2 Meadows Community OSS monthly as per the operations and maintenance manual prepared by the Designer and per JCPH requirements.
- 13. <u>Reporting</u>. PUD No.1 will provide STO LLC and The Meadows No. 2 Association with any records upon request.
- 14. <u>Financial Assurance Plan.</u> The Meadows No. 1 Association, and STO LLC prior to the creation of The Meadows Condominiums, is entering into a Financial Assurance Plan per Jefferson County Code Chapter 8.15.100(3)(b) for Major Repairs with Jefferson County (the "FAP") in order to assure payment of the Owner's financial obligations under this Agreement, which will include establishing a Security Account to cover major repairs and replacements to the Phase 1 Meadows Community OSS, including replacement of the system. The security amount shall be placed into a Reserve Account which will be in the name of PUD No. 1; however, withdrawals, except for emergencies, require the approval of the board of The Meadows No. 1 Association.
- 15. <u>Fees.</u> STO LLC or, after creation of The Meadows Condominiums, The Meadows No. 1 Association shall be responsible for the payment of fees to PUD No.1 in accordance with the following schedule:
 - a. Monthly fees for the operation and maintenance of the Phase 2 Meadows Community OSS will be billed per the fee(s) in the PUD's most current Schedule of Charges for Water and Sewer. Monthly costs shall include, but are not limited to, labor, including all fringe benefits, mileage and inspection reporting fees. Monthly fees may change, subject to approved rates, changes in labor costs, all as approved by the Board of Commissioners of PUD No. 1. The monthly fee does not cover operational cost such as electrical service, water service, drainfield mowing, screen replacement and or periodic septic tank pumping. These operational costs are the responsibility of and are to be paid for by the Meadows No. 1 Association. The PUD will contract a 3rd party to mow the drain field twice a year and bill on a time and material basis to the Meadows No. 1 Association. If the Meadows No. 1 Association would like the drainfield mowed more frequently, they can contract the work or mow drainfields themselves.
 - b. Annual Operation and Maintenance inspection will be billed on a time and material basis. PUD No. 1 reserves the right to contract a 3rd party approved septic contractor to assist or perform the annual operation and maintenance inspection. The service will include all services necessary for the annual reporting.

- c. Repairs and Replacements of the Phase 2 Meadows Community OSS will be billed on a time and material basis with a 10-percent administration fee. Examples of repairs are new septic lids, monitoring report caps, etc. Examples of replacements items are pumps, electrical components, piping, etc.
- d. Upgrades or expansion to the Phase 2 Meadows Community OSS will be completed by The Meadows No. 1 Association. The Meadows No. 1 Association will be responsible for obtaining and paying for all federal, state, local fees required that are associated with the upgrade and or expansion. The Meadows No. 1 Association will be required to provide a warranty as described in this Agreement prior to PUD No. 1 managing the operation and maintenance of the upgraded and or expanded system.
- e. All payment terms, including any recovery of late fees will be as stated in the most currently adopted version of the Jefferson County PUD No. 1 Customer Service Policy. The customer service policy document can be accessed on the PUD No. 1 website at www.jeffpud.org or obtain at the PUD No. 1 office upon request.
- f. In the event of a sale of a portion of The Meadows Community OSS, PUD No. 1 is authorized to establish minimum billing amounts for each distinct 'community entity' responsible for a portion of The Meadows Community OSS.
- 16. <u>Application for Sewer Service</u>. Upon the completion of a building or dwelling unit requiring access to the Phase 1 Meadows Community OSS, STO LLC or his agent(s) shall notify PUD No. 1 in order to coordinate new construction inspection with JCPH.
- 17. <u>Survival of Covenants and Binding Effect</u>. All of the promises, covenants, terms and conditions of this Agreement shall survive the conveyance hereunder, and this agreement shall extend to and bind the successors and assigns of the respective parties hereto. STO LLC agrees to provide an acceptable form of security in favor of the PUD No. 1. In the event it fails to meet all of its obligations pursuant to this agreement. PUD No. 1 shall not assume any operations and maintenance obligations until it is has received such security acceptable to it.
- 18. <u>Term.</u> This Agreement shall remain in full force and effect until the date of notification by PUD No. 1 to STO LLC that Phase 2 Meadows Community OSS have been intercepted and connected to a general sewer system. Upon such connection, STO LLC shall be entitled to receive any amounts remaining in the Security Fund or Funds for Phase 2 Meadows Community OSS, unless any fees and costs owed to PUD No. 1 are outstanding and past due, then those shall be paid before any distribution is made to STO LLC.
- 19. <u>Notices</u>. STO LLC shall be responsible for ensuring that all initial occupants of any dwelling served by the Phase 1 Meadows Community OSS are aware of the provisions of this Agreement.
- 20. <u>Subsequent Phases</u>. Upon completion and acceptance by the PUD No. 1 of any additional approved sewage facilities associated with subsequent phases of The Meadows

Condominiums, the negotiated security for that phase of The Meadows Community OSS shall be provided by STO LLC.

- 21. <u>Taxes</u>. STO LLC or, after creation of The Meadows Condominiums, The Meadows No. 1 Association shall be responsible for paying all real, personal and other taxes, if any, due on The Meadows Community OSS.
- 22. <u>Termination</u>. This Agreement may be terminated by PUD No. 1 with one month's notice, for the following reasons:
 - a. STO LLC or The Meadows No. 1 Association has defaulted, been deemed financially insolvent or has declared bankruptcy.
 - b. STO LLC or The Meadows No. 1 Association fails to make regular payments in 3 successive billing periods, or breaches any of its representations, warranties and obligations, including but not limited to maintaining security guaranteeing its performance under this agreement.

However, no such termination shall occur until and unless an approved management entity has agreed in writing to monitor, operate and maintain the Phase 2 Meadows Community OSS Septic System with no gap in such management responsibilities. In the event of termination, PUD No. 1 shall have the responsibility of finding an approved management entity to replace the PUD No. 1 and PUD No. 1 shall make all reasonable efforts to assist STO LLC in this search.

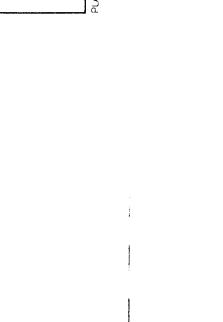
IN WITNESS WHEREOF, the parties hereto have executed this agreement this day and year first above written.

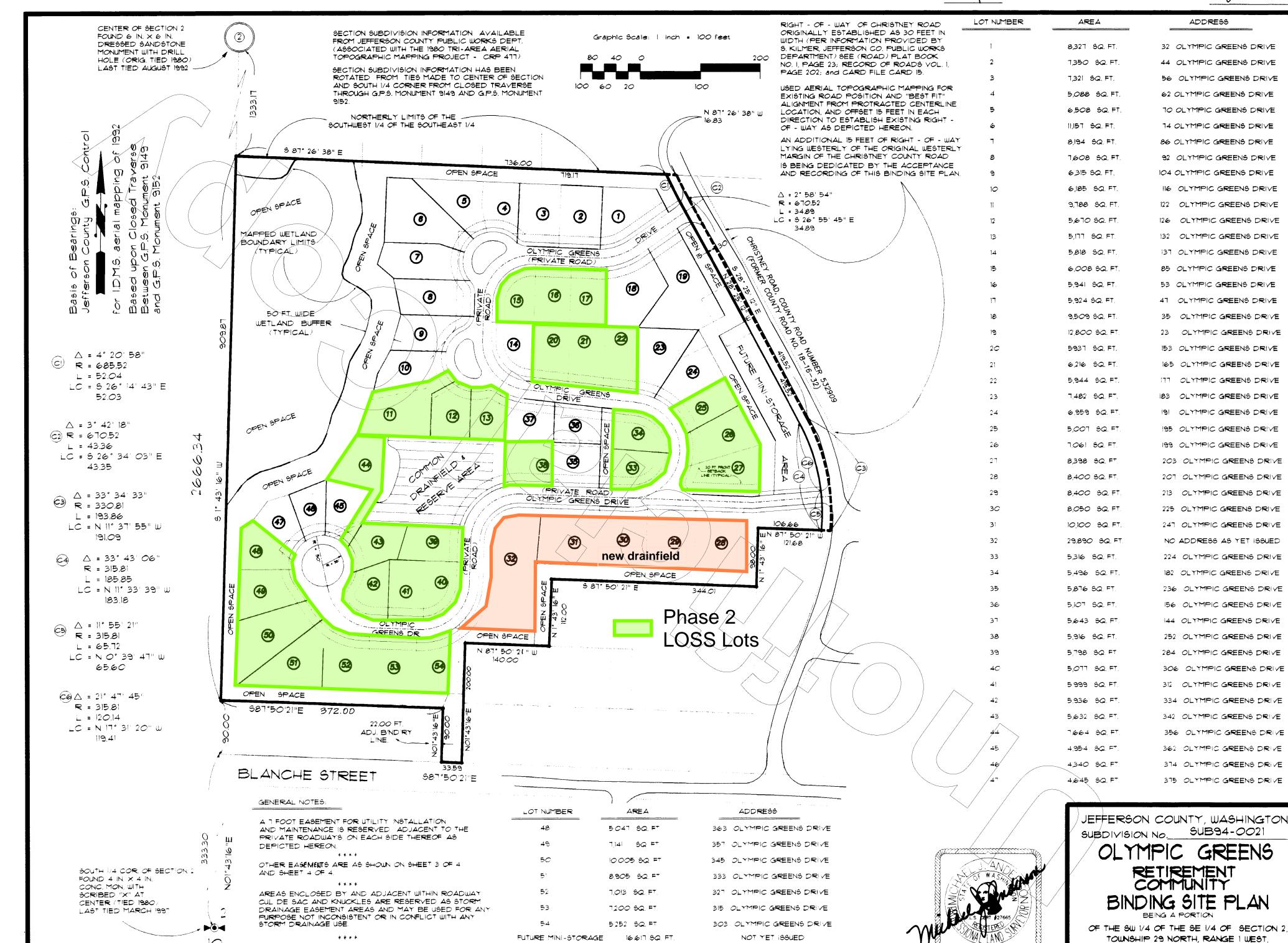
| PUD No. 1 of Jefferson County: | STO LLC, as Washington limited liability company: |
|--------------------------------|---|
| | By.: |
| Kevin Streett, General Manger | Its. |

WILLAMETTE MERIDIAN, JEFFERSON COUNTY, WA

SHEET 2 OF

7/21/97





ANDERSON CIVIL ENGINEERS & SURVEYORS × P. O. BOX 1531 × PORT TOWNSEND, WA 98368