Regular Meeting Agenda Board of Commissioners

Tues, July 19, 2022 3:00 PM Zoom Port Townsend, WA 98368



To join online go to: https://zoom.us/my/jeffcopud. Follow the instructions to login. Meetings will open 10 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

Call to Order 1.

Per the Governor's Extended Proclamation 20-05 and 21-14.5 in continued response to the COVID-19 Pandemic, Jefferson County PUD does not provide an in-person room for meetings of the BOC. All meetings are held remotely via Zoom. 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**

Executive Session 3.

per RCW 42.30.110 (1) (g) Review of a public employee

Executive Session 4.

per RCW 42.30.110 (i) to discuss with legal counsel representing the agency potential litigation which the agency, is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal of financial consequence to the agency.

Executive Session 5.

per RCW 42.30.110 (i) to discuss with legal counsel representing the agency potential litigation which the agency, is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal of financial consequence to the agency.

6. **Budget Information Presentation**

4 - 15

Budget in Action Board Presentation.pptx 2



Public Comment 7.

The public comment period allows members of the public to comment, limited to 3 minutes each, on any items not specifically listed on the Agenda or for items listed on the Consent Agenda. Prior to any public comment, members of the public must first be recognized by the President, or the designated Chair of the meeting, and are not permitted to disrupt, disturb, or otherwise impede the orderly conduct and fair progress of the Commission's meeting. After an initial warning by the President, or the designated Chair of the meeting, individuals who intentionally violate these guidelines through actual disruption of the Commission meeting will be dropped from the meeting. (15 min)

8. CAB Report

9. 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

Meeting).docx

9.1. Prior Minutes

16 - 42 9.2. Vouchers <u>Voucher Approval Form for the Commissioners.pdf</u> Voucher Certification with Supporting Warrant Register & Payroll....pdf @ 9.3. 43 - 45 **Financial Report** Agenda Report-Written Off Accounts-7-19-2022.docx Written Off Accounts Motion 7-19-2022.docx 9.4. Calendar 46 PUD Calendar July 19, 2022.docx 9.5. 47 - 67 **Retail Broadband Policies** MARKUP: DRAFT FINAL Revised Internet Services Agreement 2022 07 15 v.006 Ø

MARKUP: Acceptable Use Policy 2022 07 06 (after 7-5 BOC

JPUD Internet Services Agreement 20220715.pdf 🥒

		JPUD Acceptable Use Policy 20220715.pdf 🕖	
	9.6.	Wholesale Broadband Policy Updated Draft JPUD Master Service Agreement 2022 03 31 v.002.pdf	68 - 71
	9.7.	Correspondence Log	72
		Correspondence Log.pdf Ø	
10.	_	nd Staff Reports	
	For informati	ion only, not requiring a vote.	
	10.1.	PWB Loan Update	73 - 81
		PWB Loan Project update.pdf Ø	
11.	Commissio	oner Reports	
		And NEW BUSINESS section discussions: please hold public comment until ration is done but before the vote. Contractor Selection Process July 19 2022 Agenda report.docx Bullet point new work flow process.pptx	82 - 83
	12.2.	Sims Way Project Agenda Report Sims Way Project.docx	84
13.	New Busin	ess	
	13.1.	Boundary Line Adjustment Agenda Report Boundary line adjustment.docx Boundary swap.pdf 20220706135452359.pdf	85 - 87
14.	Adiourn		



Budget in Action

Mike Bailey
Finance Director



Operating Expenses



Customer Service and Assistance



Outage Response



Management and Supervision



Maintenance and Operation of our system



Accounting and Finance



Information Technology



Human Resources

- Erik Pryor—SCADA Engineer II
- Jameson Hawn—Digital Communications
 Specialist
- Kathleen Palmer—Customer Service Representative
- Corey Larson—Meter Reader
- Stephanie Witheridge—HR Coordinator
- Joshua Glenn—Meter Reader
- Glen Dawson—Summer Intern

• 13 Open Positions included in Budget

Memberships

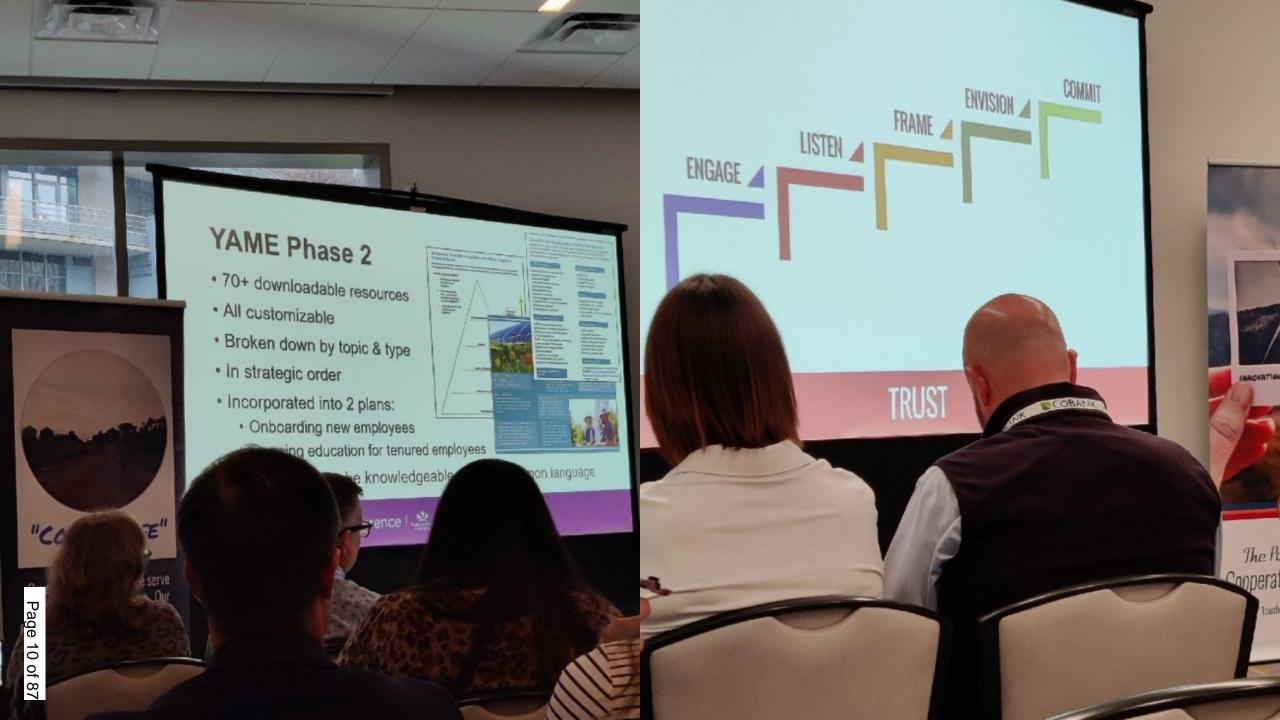
Benefits

- Variety of training and conference opportunities
- Listservs for Questions and Information sharing
- Job Posting Opportunities
- Networking Opportunities

Organizations

- National Rural Electric Cooperative Association (NRECA)
- American Water Works Association (AWWA)
- Washington Public Utility Districts Association (WPUDA)
- American Public Power Association (APPA)
- Northwest Public Power Association (NWPPA)





Capital Expenditures

2022 Electric Capital Projects

Spent \$2,631,657.66 on projects

Included projects

- Pole Replacements
- Distribution Line Extensions
- Fiber Line Extensions
- Converting Overhead to Underground
- Transformer Replacements
- Replace Aging Conductor
- Meter Replacement Project

2023 Electric Capital Projects



4-Year Work Plan budget is \$4,704,500



Projects include:

Line Extensions for new services
Upgrade feeders out of substations
Converting Overhead to Underground
Substation Upgrades
Install or Replace Transformers

2022 Water Capital Projects



Spent \$207,372.13 on projects



Projects include:

Pump and/or Motor Replacements
New Service Installations
Wellhouse repairs or replacements
Line Replacements
Feasibility and Consolidation Studies

2023 Water Capital Projects



10-Year Work Plan Budget is \$890,403



Projects include:

WSDOT Culvert Replacement
Feasibility and Consolidation Studies
Service Line Replacements
Well Pump and Motor Replacements
Booster Pumps
Water Distribution Line Replacements



Additional Project

Quilcene Water Tank Replacement

VOUCHER APPROVAL FORM

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Jefferson County hereby approve pending payments for transactions greater than \$100,000, if any. The following transactions are approved from the General Fund in the amount of

\$3,904,055.88	on this	19TH day of	JULY	2022 ;	
Kenneth Collins	Jeff Ran	dall		Dan Toepper	
President	Vice Pre	sident		Secretary	

PAYMENTS TO BE APPROVED:

			WARR	ANTS				AM	OUNT			DATE
Accounts Payable:	#	129	9351	to	#	129389	\$		253,246.0	01		6/30/2022
Accounts Payable:	#	129	9390	to	#	129447	\$		722,474.5	55		7/7/2022
Payroll Checks:	#	710	022	to	#	71024	\$		6,780.4	19		7/8/2022
Payroll Direct Depos	sit:						\$		146,570.7	75		7/8/2022
тот	AL I	NVC	DICES PAI	D				\$1,:	129,071.	80		
WIR	E TF	RAN	SFERS PA	ID				ΑM	OUNT		DA	ATE
					2 20	22				16	D	
USDA	RI	JS Lo	oan payme	nt for Q2			\$,521,835.4		D	6/29/2022
USDA Peter	- RI	JS Lo Lake		nt for Q2 ment for	r Jul	y 20		1		52	D	
USDA Peter BPA -	son pur	JS Lo Lake chas	oan payme e - loan pay	nt for Q2 ment for	r Jul	y 20	\$ \$ \$	1	,521,835.4 14,328.6	52 00	D	6/29/2022 7/1/2022
USDA Peter BPA -	son pur	JS Lo Lake chas	oan payme e - loan pay e power fo	nt for Q2 ment for	r Jul	y 20	\$ \$ \$	1	,521,835. ⁴ 14,328.6 ,238,820.6	52 00	D	6/29/2022 7/1/2022
USDA Peter BPA - PAYI	son pur	JS Lo Lake chas	oan payme e - loan pay e power fo	nt for Q2 ment for	r Jul 022	y 20	\$ \$ \$	1 1 \$3, 9	,521,835. ⁴ 14,328.6 ,238,820.6	52 00	\$	6/29/2022 7/1/2022
USDA Peter BPA - PAYI VOIDED WARRANTS	son pur MEI	JS Lo Lake chas	oan payme e - loan pay e power fo	nt for Q2 ment for r May 20	r Jul 022 3	y 20	\$ \$ \$	1 1 \$3, 9	,521,835.4 14,328.6 ,238,820.0 904,055.	52 00 88		6/29/2022 7/1/2022 7/12/2022
USDA Peter BPA - PAYI VOIDED WARRANTS 129	N - RI rson pur MEI	JS Lo Lake chas NT T	pan payme e - loan pay e power fo TOTAL	nt for Q2 ment for r May 20	r Jul 022 	\$ 35,210.36	\$ \$ \$	1 1 \$3, 9	,521,835.4 14,328.6 ,238,820.6 904,055. 33,674.50	52 00 88 129345	\$	6/29/2022 7/1/2022 7/12/2022

154.36

301.22

497.69

56.27

380.43

\$ 7,800.65

\$ 400.50

\$

\$

\$

\$

129338

129339

129340

129341

129342

129343

129344

\$ 96,225.37

\$ 3,273.00

\$

\$

\$

\$

163.66

400.00

321.30

566.28

\$ 1,642.28

129349

129350

129316

129317

129318

129319

129320

129321

129322

\$ 1,516.75

\$ 3,435.66

182.75

121.54

200.24

258.62

534.96

\$

\$

\$

\$

\$

129327

129328

129329

129330

129331

129332

129333

Page	16	of	87
------	----	----	----

763.60

430.82

VOUCHER CERTIFICATION FORM

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

Signed: Mike Bailey	7/15/2022	
Mike Bailey, Financial Director / District Auditor	Date	

		VOU	CHER C	LAI	M FORMS FOR	R INVOICE	S PAID:	
		WARR	ANTS				AMOUNT	DATE
Accounts Payable:	#	129351	to	#	129389	\$	253,246.01	6/30/2022
Accounts Payable:	#	129390	to	#	129447	\$	722,474.55	7/7/2022
Payroll Checks:	#	71022	to	#	71024	\$	6,780.49	7/8/2022
Payroll Direct Depos	Payroll Direct Deposit:						146,570.75	7/8/2022
тоти	AL I	NVOICES PAI	D				\$1,129,071.80	
WIRI	E TF	RANSFERS PA	MD			ı	AMOUNT	DATE
Peter	son	JS Loan payme Lake - loan pay chase power fo	ment fo	r Ju	ly 20	\$ \$ \$	1,521,835.46 14,328.62 1,238,820.00	6/29/2022 7/1/2022 7/12/2022
GRA	ND	TOTAL					\$3,904,055.88	
VOIDED WARRANTS								
1293	312	\$ 227.36	129323		\$ 35,210.36	129334	\$ 33,674.50 129345	\$ 343.49
1293		\$ 5,373.83	129325		\$ 22,734.40	129336	\$ 142.92 129347	\$14,234.52
1293		\$ 296.74	129326		\$ 1,184.93	129337	\$ 985.11 129348	\$ 1,900.00
1293 1293	_	\$ 1,516.75 \$ 182.75	129327 129328		\$ 154.36 \$ 7,800.65	129338 129339	\$ 96,225.37 129349 \$ 3,273.00 129350	\$ 763.60 \$ 430.82
1293		\$ 182.75 \$ 121.54	129328		\$ 7,800.65 \$ 301.22	129339	\$ 3,273.00 129350 \$ 163.66	ş 43U.8Z
1293		\$ 200.24	129330		\$ 497.69	129340	\$ 400.00	
1293		\$ 3,435.66	129331		\$ 400.50	129342	\$ 321.30	
1293	321	\$ 258.62	129332	!	\$ 56.27	129343	\$ 566.28	
1293	322	\$ 534.96	129333	,	\$ 380.43	129344	\$ 1,642.28	

Page 1

Accounts Payable 07/15/2022 6:02:10 AM Check Register

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amour
129351 6/30/22	CHK	10481	AMAZON	CIRCUIT BREAKER	135.76
				HUB	58.88
				CIRCUIT BREAKER	32.72
				Total for Check/Tran - 129351:	227.36
129352 6/30/22	СНК	10838	ZACHARY BARBIETO	BOOT/TOOL ALLOWANCE 2022	90.24
129353 6/30/22	СНК	10823	BHC CONSULTANTS LLC	QUILCENE W TANK PROF SVC 4/23-5/20/2022	5,373.83
129354 6/30/22	СНК	10889	JESSE E BLAND	BOOT/TOOL ALLOWANCE 2022	296.74
129355 6/30/22	СНК	10339	BORDER STATES ELECTRIC	SECONDARY CONNECTOR BLOCK & BOLTS	688.90
				BOLT	827.85
				Total for Check/Tran - 129355:	1,516.75
129356 6/30/22	СНК	10763	BUILDERS EXCHANGE OF WASHING	GTOSHINE PLAT LUD - REQUEST FOR PROPOSALS	182.75
129357 6/30/22	СНК	10045	CENTURY LINK-S	PHONE SERVICE - JUN 2022	74.32
				PHONE SERVICE - JUN 2022	8.26
				PHONE SERVICE - JUN 2022	35.06
				PHONE SERVICE - JUN 2022	3.90
				Total for Check/Tran - 129357:	121.54
129358 6/30/22	CHK	9998	JAMES CHASE	Credit Balance Refund	200.24
129359 6/30/22	СНК	10815	DANIEL ANDERSON TRUCKING&EX	KCA GRNDS KEEPING MAINTENANCE - 191 OTTO ST	1,672.32
				GRNDS KEEPING MAINTENANCE - 191 OTTO ST	185.81
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	1,036.84
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	115.20
				ELEC VEHICLES - TRUCK WASHING 6/5/22	425.49
				Total for Check/Tran - 129359:	3,435.66
129360 6/30/22	CHK	10085	FASTENAL	NUTS & BOLTS	258.62
129361 6/30/22	СНК	10749	FIBER INSTRUMENT SALES INC.	SWING OUT PATCH PANEL, 1RU-BLACK	-48.68
				SWING OUT PATCH PANEL, 1RU-BLACK	583.64
1			/nro/muttomaloto/	acct/2 52 1/an/AP CHK REGISTER vml rnt	

Page 2

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amour
				Total for Check/Tran - 129361:	534.96
129362 6/30/22	СНК	10090	FREDERICKSON ELECTRIC, INC	LIGHINTG UPGRADE - 191 OTTO STREET	35,210.36
129363 6/30/22	СНК	10094	GENERAL PACIFIC, INC	METER RINGS, TERMINATION KIT, SECONDARY CO	5,753.40
				EYE BOLT	951.90
				JOHNNY BALL INSULATOR	150.0
				METER RINGS	2,945.7
				POLE TOP PIN	645.8
				Total for Check/Tran - 129363:	10,446.94
129364 6/30/22	CHK	10454	GLOBAL RENTAL COMPANY INC	VEH# 415-AT40G BKT RENTAL 6/15-7/12/22	2,943.0
				AT37-G BUCKETRNTL VEH#410 6/18-7/15/22	2,735.0
				SPLICER VAN RNTL VEH#421 6/20-7/17/22	2,725.0
				AT40-G RNTL VEH#417 6/21-7/18/22	3,063.2
				AA55 DBLMN BUCKET VEH#414 6/22-7/19/22	3,719.6
				AT40-G BUCKETRNTL VEH#416 6/22-7/19/22	2,953.8
				2023 FREIGHTLINER VEH#418 06/08-07/05/22	4,594.8
				Total for Check/Tran - 129364	22,734.40
129365 6/30/22	CHK	10395	JEFFREY T GORDON	HR BASICS 6/21-6/24/22 TRVL EXP	1,066.43
				HR BASICS 6/21-6/24/22 TRVL EXP	118.50
				Total for Check/Tran - 129365:	1,184.93
129366 6/30/22	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	LIGHT POLE - GALVANIZED PIPE	114.3
				240 4 CORNERS RD - LOCK HASP FOR SHED	12.7
				240 4 CORNERS RD - LOCK HASP FOR SHED	1.43
				FIBER - CABLE TIES	25.83
				Total for Check/Tran - 129366	154.3
129367 6/30/22	СНК	10839	IRBY ELECTRICAL UTILITES	SPLICE & WIRE 4/0 AL URD QUAD	7,746.1
D D D				SPLICE	54.5
2 D				Total for Check/Tran - 129367:	7,800.6
129368 6/30/22	СНК	10518	J HARLEN COMPANY	RUBBER GLOVE PROTECTORS	260.6
D 1			/mra/muttamalata/aa	ct/2 52 1/an/AP CHK REGISTER vml rnt	

Page 3

Accounts Payable Check Register 07/15/2022 6:02:10 AM

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amoun
				RUBBER GLOVE PROTECTORS		40.54
					Total for Check/Tran - 129368:	301.22
129369 6/30/22	CHK	10129	JIFFY LUBE	VEH#215 - OIL CHANGE		85.10
				VEH#211 - OIL CHANGE		412.59
					Total for Check/Tran - 129369:	497.69
129370 6/30/22	СНК	10330	KARR TUTTLE CAMPBELL	PROFESSIONAL SVC: MAY 2022		360.45
				PROFESSIONAL SVC: MAY 2022		40.05
					Total for Check/Tran - 129370:	400.50
129371 6/30/22	СНК	9998	PATRICK KNOX	Credit Balance Refund		56.27
129372 6/30/22	СНК	10142	MASON COUNTY PUD #1	DOSEWALLIPS RD-PUMP ELEC - JUN 2022		195.24
				1012 DUCKABUSH RD ELEC JUN 22		65.56
				BPA RD-PUMP ELEC - JUN 2022		119.63
					Total for Check/Tran - 129372:	380.43
129373 6/30/22	СНК	10309	NISC	RECURRING INVOICE MAY 2022		1,104.18
				RECURRING INVOICE MAY 2022		229.33
				RECURRING INVOICE MAY 2022		1,820.54
				RECURRING INVOICE MAY 2022		498.79
				RECURRING INVOICE MAY 2022		498.79
				RECURRING INVOICE MAY 2022		9,221.79
				RECURRING INVOICE MAY 2022		943.77
				RECURRING INVOICE MAY 2022		103.20
				RECURRING INVOICE MAY 2022		1,605.13
				RECURRING INVOICE MAY 2022		337.32
				RECURRING INVOICE MAY 2022		22.93
				PRINT SVCS INVOICE MAY 2022		2,499.07
				PRINT SVCS INVOICE MAY 2022		7,241.50
				PRINT SVCS INVOICE MAY 2022		1,494.55
				PRINT SVCS INVOICE MAY 2022		277.68
				PRINT SVCS INVOICE MAY 2022		804.62

07/15/2022 6:02:10 AM Accounts Payable Check Register

Page 4

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amoui
		-		PRINT SVCS INVOICE MAY 2022	166.0
				MISC MAY 2022	981.9
				MISC MAY 2022	637.9
				MISC MAY 2022	2,704.9
				MISC MAY 2022	109.1
				MISC MAY 2022	70.8
				MISC MAY 2022	300.5
				Total for Check/Tran - 129373:	33,674.5
129374 6/30/22	СНК	10322	NRC ENVIRONMENTAL SERVICES	S, INC TRANSFRMR SPILL CLEANUP-131 S. BAY WAY	5,349.72
129375 6/30/22	СНК	10167	OFFICE DEPOT	OPERATIONS - OFFICE SUPPLIES	62.13
				OPERATIONS - OFFICE SUPPLIES	6.90
				OPERATIONS - BADGE HOLDERS	29.89
				OPERATIONS - BADGE HOLDERS	3.3
				LINE CREW&METER READING - DOG TREATS	33.5
				LINE CREW&METER READING - DOG TREATS	3.7
				OPERATIONS - NOTE PADS	3.0
				OPERATIONS - NOTE PADS	0.3
				Total for Check/Tran - 129375:	142.9
129376 6/30/22	СНК	10865	OLYMPIC ELECTRIC CO, INC	INSTALL FIBER SWITCH - 800 POLK ST	985.1
129377 6/30/22	СНК	10907	PALOUSE POWER LLC	DOCK CREW 2022 - 5/23-6/2/22	87,329.53
				DOCK CREW 2022 - 5/23-6/2/22	1,779.20
				DOCK CREW 2022 - 5/23-6/2/22	7,116.64
				Total for Check/Tran - 129377:	96,225.3
129378 6/30/22	СНК	10943	PDQ.COM CORPORATION	PDQ DEPLOY&INVTRY 1Y 6/15/2022-6/14/2023	3,273.00
129379 6/30/22	СНК	10181	PENINSULA PEST CONTROL	PEST SVC QRTLY-CHIMACUM STORAGE	60.0
1293/9 6/30/22				PEST SVC QRTLY-20 SUNSHINE	54.5
				PEST SVC QRTLY-GARDINER PUM	49.10
				Total for Check/Tran - 129379:	163.60

Page 5

Accounts Payable Check Register 07/15/2022 6:02:10 AM

06/28/2022 To 07/12/2022

129380 6/30/22	СНК			Reference	Amoun
		10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE ACCT# 33897265	360.00
				PRE-PAID POSTAGE ACCT# 33897265	40.00
				Total for Check/Tran - 129380:	400.00
129381 6/30/22	СНК	10197	PRINTERY COMMUNICATIONS	DIG SLIPS	289.17
				DIG SLIPS	32.13
				Total for Check/Tran - 129381:	321.30
129382 6/30/22	СНК	10212	ROHLINGER ENTERPRISES INC	QUARTERLY TESTING OF GLOVES&BLANKETS	566.28
129383 6/30/22	СНК	10706	SBA STRUCTURES, LLC	TOWER SITE RNTL MAYNARD HILL - JUL 2022	1,642.28
129384 6/30/22	СНК	10869	SLATE ROCK SAFETY	FR CLOTHING & CLOTHING	-31.25
				CLOTHING	63.39
				FR CLOTHING	311.35
				Total for Check/Tran - 129384:	343.49
129385 6/30/22	СНК	10249	SPECTRA LABORATORIES-KITSAP I	LLC TESTING: RADIUM - QUIMPER	265.00
				TESTING: RADIUM - QUIMPER	265.00
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00

Page 6

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amoun
	_	-			Total for Check/Tran - 129385:	1,423.00
129386 6/30/22	CHK	10615	US BANK	ALYSON DEAN		2,717.31
				BROADBAND DEPARTMENT		216.25
				DAN TOEPPER		1,006.62
				ERIC STOREY		368.56
				IT DEPARTMENT		1,250.08
				KRISTOFFER LOTT		848.68
				MELANIE R DES MARAIS		1,652.51
				MELISSA BLAIR		533.96
				MIKE BAILEY		162.56
				SAMANTHA HARPER		317.90
				SCOTT BANCROFT		210.05
				WILL O'DONNELL		4,950.04
					Total for Check/Tran - 129386:	14,234.52
129387 6/30/22	CHK	10800	VISION METERING, LLC	PROGRAMMABLE METERS QTY 36		2,072.90
				PROGRAMMABLE METERS QTY 36		-172.90
					Total for Check/Tran - 129387:	1,900.00
129388 6/30/22	CHK	10741	XIMA LLC	PHONE REPORTING SOFTWARE, 1YR MN	NT & SPRT	-69.49
				PHONE REPORTING SOFTWARE, 1YR MN	NT & SPRT	749.78
				PHONE REPORTING SOFTWARE, 1YR MN	NT & SPRT	83.31
					Total for Check/Tran - 129388:	763.60
129389 6/30/22	CHK	10858	ZOOM VIDEO COMMUNICATIONS, IN	C. VID CONF SVC 06/22-07/21/22		387.74
				VID CONF SVC 06/22-07/21/22		43.08
					Total for Check/Tran - 129389:	430.82
129390 7/7/22	CHK	10006	AFLAC	AFLAC BILL JUN 2022		60.48
				AFLAC BILL JUN 2022		138.36
					Total for Check/Tran - 129390:	198.84
129391 7/7/22	CHK	10012	ALTEC INDUSTRIES, INC	VEH# 101 - TRBLE SHOOT SPD CONTROL	LISSUE	1,308.57

Page 7

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amoun
129392 7/7/22	CHK	10481	AMAZON	FAN	62.82
				FAN	6.98
				34" x 150' PAPER, 4 ROLLS	90.29
				34" x 150' PAPER, 4 ROLLS	10.03
				Total for Check/Tran - 129392:	170.12
129393 7/7/22	СНК	10447	ANIXTER INC.	SECONDARY CONNECTOR BLOCK 4 HOLE	1,518.67
				FLEX CONDUIT	1,052.82
				FUSE	1,131.92
				DEAD END SHOE ACSR	450.04
				Total for Check/Tran - 129393:	4,153.45
129394 7/7/22	CHK	10451	ASCENT LAW PARTNERS LLP	FLAT FEE BOC MEETINGS (225-104) APR 2022	6,300.00
				FLAT FEE BOC MEETINGS (225-104) APR 2022	700.00
				GENERAL UTILITY (225-102) APR 2022	6,817.50
				GENERAL UTILITY (225-102) APR 2022	757.50
				FLAT FEE BOC MEETINGS (225-104) MAY 2022	6,300.00
				FLAT FEE BOC MEETINGS (225-104) MAY 2022	700.00
				GENERAL UTILITY (225-102) MAY 2022	8,149.88
				GENERAL UTILITY (225-102) MAY 2022	896.22
				Total for Check/Tran - 129394:	30,621.10
129395 7/7/22	СНК	10933	AT&T MOBILITY II LLC	CRADLEPOINT SVC FOR AMI 5/20-6/19/2022	320.32
129396 7/7/22	СНК	10688	MIKE BAILEY	NWPPA CONF 6/26-6/30/22 TRVL EXP	66.60
				TRAVEL - MEALS PER DIEM	266.40
				NWPPA CONF 6/26-6/30/22 TRVL EXP	7.40
				TRAVEL - MEALS PER DIEM	29.60
				WELLNESS PROGRAM REIMBURSEMENT 2022	27.00
				WELLNESS PROGRAM REIMBURSEMENT 2022	3.00
				Total for Check/Tran - 129396:	400.00
129397 7/7/22	CHK	10714	SCOTT A BANCROFT	ENERGY EXEC COURSE 6/11-6/23/22 TRVL EXP	204.00

Page 8

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Bank Account:	1 -	1ST	SECURITY - A	٩P
---------------	-----	-----	--------------	----

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amoun
129398 7/7/22	СНК	10838	ZACHARY BARBIETO	NC ELEC METER SCHOOL 6/12-6/16/22 TRVL E	3,737.86
129399 7/7/22	СНК	10339	BORDER STATES ELECTRIC	ADSS FIBER TANGENT CLAMPS	24,534.41
				CUTOUT LOADBREAK & FUSE	11,562.10
				FUSE	85.65
				SECONDARY CONNECTOR BLOCK 6 HOLE	1,023.14
				Total for Check/Tran - 129399:	37,205.30
129400 7/7/22	CHK	10623	CARL H. JOHNSON & SON EXCAVATIN	N EXCAVATE&FILL - 1880 GARDINER BEACH RD.	1,761.97
				EXCAVATE & FILL - 173 N. CARNEGIE AVE.	1,560.13
				EXCAVATE & FILL - 860 53RD ST.	1,614.68
				Total for Check/Tran - 129400:	4,936.78
129401 7/7/22	СНК	10042	CELLNET TECHNOLOGY INC	METER READS - JUN 2022	28,320.66
129402 7/7/22	СНК	10050	CHS	SKYWATER - SALT BAG RUST PELLETS	130.79
129403 7/7/22	СНК	10685	CINTAS CORPORATION	FIRST AID KIT INSPECTION - OTTO ST	125.93
				FIRST AID KIT INSPECTION - OTTO ST	14.00
				Total for Check/Tran - 129403:	139.93
129404 7/7/22	СНК	10052	CITY OF PORT TOWNSEND	PERMIT TYPE:MIP-PMT GAINES&ELEC WO#20188	265.50
129405 7/7/22	СНК	10920	COOPERATIVE RESPONSE CENTER, IN	NCANSWER SVC FOR JUL 2022	1,935.28
				ANSWER SVC FOR JUL 2022	1,935.28
				ANSWER SVC FOR JUL 2022	430.08
				Total for Check/Tran - 129405:	4,300.64
129406 7/7/22	СНК	10815	DANIEL ANDERSON TRUCKING&EXC	A ELEC VEHICLES - TRUCK WASHING 6/18/2022	425.49
129407 7/7/22	СНК	10407	DEPT OF THE TREASURY	PMT OF FEDERAL EXCISE TAX 2ND QTR 2022	261.14
				PMT OF FEDERAL EXCISE TAX 2ND QTR 2022	29.02
129408 7/7/22				Total for Check/Tran - 129407:	290.16
129408 7/7/22	CHK	10806	1012 MELANIE R DES MARAIS	WELLNESS PROGRAM REIMBURSEMENT 2022	117.00
) I				WELLNESS PROGRAM REIMBURSEMENT 2022	13.00
				Total for Check/Tran - 129408:	130.00
0 1			/pro/rpttemplate/acc	t/2.52.1/ap/AP_CHK_REGISTER.xml.rpt	

07/15/2022 6:02:10 AM Accounts Payable Check Register

Page 9

06/28/2022 To 07/12/2022

Bank Account:	1 -	1ST	SECURITY.	. AP

	- J P -	Vendor	Vendor Name	Reference		Amount
129409 7/7/22	СНК	10068	DISCOVERY BAY GROUP, LLC	CONSULTING SERVICE JUN 2022		5,500.00
129410 7/7/22	СНК	10825	DOCUSIGN, INC	DOCUSIGN YR 30F3 6/19/2022-6/18/2023		2,910.79
129411 7/7/22	СНК	10085	FASTENAL	VINYL TAPE, SPRAY PAINT		665.55
				BATTERIES		1.66
				GLASSES,LIME ZIP VEST, FLEX GUARD GI	LOVES	79.40
				BATTERIES		0.19
				LIFTING BOLTS		48.27
				RED MARK TAPE, RED/WHT ELEC TAPE		556.31
				BATTERIES		4.27
				GLASSES,EAR PLUGS,GLOVES, LIME VEST	Γ	42.39
				BATTERIES		0.47
					Total for Check/Tran - 129411:	1,398.51
129412 7/7/22	СНК	10945	TYLER GALE	WELLNESS PROGRAM REIMBURSEMENT	2022	209.75
129413 7/7/22	СНК	10773	JOSHUA D GARLOCK	EAST&WEST SUPRINDNT CONF 6/22-6/24	ΓRVL	197.90
129414 7/7/22	СНК	10094	GENERAL PACIFIC, INC	POLE MOUNTED TRANSFORMER		2,210.37
				SPLICE KIT		1,109.33
					Total for Check/Tran - 129414:	3,319.70
129415 7/7/22	CHK	10445	GENUINE CABLE GROUP	WIRE FIBER 288F/144F BURIED FIBER		103,518.33
129416 7/7/22	СНК	10103	H D FOWLER	SADDLE BODY & SADDLE STRAPS		946.53
				WATER MTR SETTER,		2,167.93
					Total for Check/Tran - 129416:	3,114.46
129417 7/7/22	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	20KIVLEY WELL - PRESS GAUGE,BOILER	VALVE	41.62
				SHOP - TACK LIFTER		14.16
7					Total for Check/Tran - 129417:	55.78
129418 7/7/22	СНК	10510	HASELWOOD CHEVROLET BUICK GM	IC REPLACEMENT HARNESS# 124		55.50
)				FRIEGHT CHARGE		13.72
				ct/2.52.1/ap/AP CHK REGISTER.xml.rpt	Total for Check/Tran - 129418:	69.22

Page 10

Accounts Payable Check Register 07/15/2022 6:02:10 AM

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129419 7/7/22	CHK	10787	HOCH CONSTRUCTION, INC	310 FOUR CRNRS REMODEL - INV #1	11,912.99
				310 FOUR CRNRS REMODEL - INV #9	9,366.97
				310 FOUR CRNRS REMODEL - INV #10	13,672.65
				310 FOUR CRNRS REMODEL - INV #11	9,331.25
				310 FOUR CRNRS REMODEL - INV #17	798.96
				310 FOUR CRNRS REMODEL - INV #2	7,585.11
				310 FOUR CRNRS REMODEL - INV #13	8,793.54
				310 FOUR CRNRS REMODEL - INV #12	15,956.21
				310 FOUR CRNRS REMODEL - INV #4	9,778.85
				310 FOUR CRNRS REMODEL - INV #3	17,533.11
				310 FOUR CRNRS REMODEL - INV #14	9,520.01
				310 FOUR CRNRS REMODEL - INV #5	14,474.55
				310 FOUR CRNRS REMODEL - INV #15	4,302.02
				310 FOUR CRNRS REMODEL - INV #16	2,130.08
				310 FOUR CRNRS REMODEL - INV #6	18,894.75
				310 FOUR CRNRS REMODEL - INV #7	7,290.55
				310 FOUR CRNRS REMODEL - INV #8	13,390.11
				Total for Check/Tran - 129419:	174,731.71
129420 7/7/22	CHK	10366	ICPE	STORMWATER - ENGINEERING JAN-MAY 2022	6,237.50
				GENERAL SVC - ENGINEERING JAN-MAY2022	1,147.50
				TASK NO 2 - ENGINEERING APR-MAY 2022	6,677.50
				Total for Check/Tran - 129420:	14,062.50
129421 7/7/22	CHK	10817	IDGAF, INC	CHANGE ORDER# 1-REPAIR 2" WATER LINE	141.62
				EMRGNCY WTR MAIN REPAIR - HWY 19	2,370.20
				EMRGNCY WTR REPAIR -NESS CORNER&RHODY DR	328.73
				EMRGNCY WTR REPAIR-NESS CORNER&RHODY DR	5,945.84
129422 7/7/22				Total for Check/Tran - 129421:	8,786.39
	СНК	10839	IRBY ELECTRICAL UTILITES	FIBERGLASS BASEMENT	15,640.58
129423 7/7/22	СНК	10518	J HARLEN COMPANY	TRANSFORMER SLING	124.80
5f 20 1 27			/pro/rpttemplat	te/acct/2.52.1/ap/AP_CHK_REGISTER.xml.rpt	

Page 11

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129424 7/7/22	СНК	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX	3,373.86
				EMPLOYER'S MEDICARE TAX	3,373.86
				EMPLOYEES' FICA TAX	14,426.07
				EMPLOYER'S FICA TAX	14,426.07
				EMPLOYEES' FEDERAL WITHHOLDING	12,961.69
				EMPLOYEES' FEDERAL WITHHOLDING TAX	11,920.12
				Total for Check/Tran - 129424:	60,481.67
129425 7/7/22	CHK	10532	JEFFERSON COUNTY PUD PAYROLL	ACPR CHECKS 7.8.2022	6,780.49
				PR DIRECT DEPOSIT 7.8.2022	146,570.75
				Total for Check/Tran - 129425:	153,351.24
129426 7/7/22	СНК	9998	KAREN KASTEL	Credit Balance Refund	195.99
129427 7/7/22	СНК	10348	KEMP WEST, INC	TREE TRIMMING GARDINER THRU 2/22/2022	10,827.00
129428 7/7/22	СНК	10134	LEMAY MOBILE SHREDDING	SHRED 4CRNR JUN-22	243.67
				SHRED 4CRNR JUN-22	27.08
				SHRED 191 OTTO JUN-22	60.30
				SHRED 191 OTTO JUN-22	6.70
				Total for Check/Tran - 129428:	337.75
129429 7/7/22	CHK	10470	MISSION COMMUNICATIONS, LLC	COYLE - SCADA SYS 1YR 7/1/22-6/30/23	563.40
129430 7/7/22	СНК	10153	MURREY'S DISPOSAL CO., INC.	DISPOSAL 4CRNR 2YD 1XWK JUN-22	187.16
				DISPOSAL 4CRNR 2YD 1XWK JUN-22	20.80
				2YD OCC-4CRNRS JUN-2022	150.56
				2YD OCC-4CRNRS JUN-2022	16.73
				DISPOSAL 4CRNR 30YD ROLL OFF RNTL JUN 22	367.91
				DISPOSAL 4CRNR 30YD ROLL OFF RNTL JUN 22	40.88
				DISPOSAL 21 KENNEDY JUN-22	37.65
				DISPOSAL 21 KENNEDY JUN-22	37.64
				DISPOSAL 210 2YD CONT 1XWK JUN-22	202.94
				DISPOSAL 1910TTO 2YD 1XWK JUN-22	182.65

Page 12

Accounts Payable Check Register 07/15/2022 6:02:10 AM

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amoun
		_		DISPOSAL 1910TTO 2YD 1XWK JUN-22		20.29
					Total for Check/Tran - 129430:	1,265.21
129431 7/7/22	СНК	10322	NRC ENVIRONMENTAL SERVICES. INC	TRANSFRMR SPILL CLEANUP-131 S. BAY WA	AY	539.83
			,	TRANSFORMER CLEAN UP - 310 FOUR CRNR		5,677.56
				Т	Total for Check/Tran - 129431:	6,217.39
129432 7/7/22	СНК	10170	OLYMPIC EQUIPMENT RENTALS	SHOP - FIBERGLASS HANDLE SHOVEL		35.99
129433 7/7/22	СНК	10549	PENINSULA LEGAL SECRETARIAL SER	TRANSCRIPTION SVC 06/17-06/30/2022		417.37
				TRANSCRIPTION SVC 06/17-06/30/2022		46.38
				Т	Total for Check/Tran - 129433:	463.75
129434 7/7/22	СНК	10188	PLATT ELECTRIC SUPPLY	AMI MATERIAL W/O# 122093		9.19
				AMI MATERIAL W/O# 122093 - CONDUIT BOI	DY	-0.67
				Т	Total for Check/Tran - 129434:	8.52
129435 7/7/22	СНК	10193	PORT TOWNSEND LEADER	LEGALS: OTTO STREET PAINTING		93.60
				LEGALS: OTTO STREET PAINTING		10.40
				Т	Total for Check/Tran - 129435:	104.00
129436 7/7/22	СНК	10207	RAIN NETWORKS	MICROSOFT 365 LICS 1Y THRU 6/16/2023		7,771.65
129437 7/7/22	СНК	10471	RICOH USA , INC DALLAS	4CORNERS (MOD DBW) RENT 07/18-8/17/22		78.44
				4CORNERS (MOD DBW) RENT 07/18-8/17/22		8.72
				4CORNERS (MOD TRPLW) RENT 07/19-08/18/2	22	91.67
				4CORNERS (MOD TRPLW) RENT 07/19-08/18/2	22	10.19
				Т	Total for Check/Tran - 129437:	189.02
129438 7/7/22	CHK	10869	SLATE ROCK SAFETY	FR CLOTHING & CLOTHING		-80.00
				FR CLOTHING		959.16
_				Т	Total for Check/Tran - 129438:	879.16
129439 7/7/22	CHK	10302	1034 ERIC A THARALDSEN	WELLNESS PROGRAM REIMBURSEMENT 20	22	275.00
129440 7/7/22	СНК	10824	THE PORT OF PORT TOWNSEND	CUSTODIAL SVC - 06/02/2022		237.60
129439 7/7/22				CUSTODIAL SVC - 06/02/2022		26.40
4			/pro/rpttemplate/acct/	2.52.1/ap/AP_CHK_REGISTER.xml.rpt		

Page 13

Accounts Payable Check Register 07/15/2022 6:02:10 AM

06/28/2022 To 07/12/2022

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amoui
				CUSTODIAL SVC - 5/19/2022 & 5/26/2022	267.30
				CUSTODIAL SVC - 5/19/2022 & 5/26/2022	29.70
				CUSTODIAL SVC - 6/16/22,6/23/22,6/30/22	623.70
				CUSTODIAL SVC - 6/16/22,6/23/22,6/30/22	69.30
				Total for Check/Tran - 12944	
129441 7/7/22	СНК	10256	UTILITIES UNDERGROUND LOCATION	ON LOCATES - JUN 2022	74.82
				LOCATES - JUN 2022	87.72
				Total for Check/Tran - 12944	1: 162.54
129442 7/7/22	СНК	10737	VAN ALLER SURVEYING	SURVEY LOT LNE ADJUST - 310 4 CRNRS	1,970.00
129443 7/7/22	СНК	10316	GERRIT J VAN OTTEN	WELLNESS PROGRAM REIMBURSEMENT 2022	275.00
129444 7/7/22	СНК	10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB05/16-06/15/2022	265.8
				CELL PHONE SERVICE QB05/16-06/15/2022	77.90
				CELL PHONE SERVICE QB05/16-06/15/2022	25.99
				CELL PHONE SERVICE QB05/16-06/15/2022	176.74
				CELL PHONE SERVICE QB05/16-06/15/2022	134.34
				CELL PHONE SERVICE QB05/16-06/15/2022	65.48
				CELL PHONE SERVICE QB05/16-06/15/2022	117.46
				CELL PHONE SERVICE QB05/16-06/15/2022	65.48
				CELL PHONE SERVICE QB05/16-06/15/2022	62.75
				CELL PHONE SERVICE QB05/16-06/15/2022	15.59
				CELL PHONE SERVICE QB05/16-06/15/2022	42.49
				CELL PHONE SERVICE QB05/16-06/15/2022	18.19
				CELL PHONE SERVICE QB05/16-06/15/2022	22.99
				CELL PHONE SERVICE QB05/16-06/15/2022	104.52
				CELL PHONE SERVICE QB05/16-06/15/2022	104.52
				CELL PHONE SERVICE QB05/16-06/15/2022	51.98
				CELL PHONE SERVICE QB05/16-06/15/2022	171.13
				CELL PHONE SERVICE QB05/16-06/15/2022	37.77
				CELL PHONE SERVICE QB05/16-06/15/2022	46.77

Page 14

07/15/2022 6:02:10 AM Accounts Payable Check Register

06/28/2022 To 07/12/2022

Bank Account: 1 - 1ST SECURITY - AP

Amoun	Reference	Vendor Name	Vendor	Pmt Type	Check / Tran Date
158.31	CELL PHONE SERVICE QB05/16-06/15/2022				
306.65	CELL PHONE SERVICE QB05/16-06/15/2022				
76.76	CELL PHONE SERVICE QB05/16-06/15/2022				
4.20	CELL PHONE SERVICE QB05/16-06/15/2022				
5.20	CELL PHONE SERVICE QB05/16-06/15/2022				
54.32	CELL PHONE SERVICE QB05/16-06/15/2022				
17.60	CELL PHONE SERVICE QB05/16-06/15/2022				
51.97	CELL PHONE SERVICE QB05/16-06/15/2022				
957.82	SCADA CRADLEPNT DEVICE QB 5/20-06/19/22				
455.15	WIFI IN TRUCKS QB 5/20-06/19/22				
522.31	WIFI RANDOM QB 5/20-06/19/22				
347.57	WIFI IN TRUCKS QB 5/20-06/19/22				
57.82	WIFI RANDOM QB 5/20-06/19/22				
73.04	SCADA CRDLEPNT DEVICE QB 5/23-06/22/22				
4,696.74	Total for Check/Tran - 129444:				
13,725.48	ONPL DEFERRED COMP EE	WA STATE DEFERRED COMPENSATION	10260	CHK	129445 7/7/22
5,788.29	PL DEFERRED COMP ER				
19,513.77	Total for Check/Tran - 129445:				
255.29	310 4CRNRS WKRM COPIER RNTL JUN 2022	WELLS FARGO VENDOR FIN SERV	10496	CHK	129446 7/7/22
28.37	310 4CRNRS WKRM COPIER RNTL JUN 2022				
354.47	4CRNRS COPYRNT JUL 2022				
39.39	4CRNRS COPYRNT JUL 2022				
677.52	Total for Check/Tran - 129446:				
52.48	EAP SVC - JUN 2022	WELLSPRING FAMILY SERVICES	10680	CHK	129447 7/7/22
5.83	EAP SVC - JUN 2022				
58.31	Total for Check/Tran - 129447:				

age 31 of <u>8</u>7

Total Payments for Bank Account - 1: (97) 975,720.56 **Total Voids for Bank Account - 1:** (0) 0.00

Amount

Page 15

Accounts Payable 07/15/2022 6:02:10 AM Check Register

06/28/2022 To 07/12/2022

Bank Account: 1-1ST SECURITY - AP

Check /

Pmt Type Vendor Tran Date

Vendor Name Reference

> (97) **Total for Bank Account - 1:** 975,720.56

(97) 975,720.56 **Grand Total for Payments:**

Grand Total for Voids: (0) 0.00 **Grand Total:** 975,720.56 (97)

9:34:59 AM Accounts Payable Check Register

Page 1

06/28/2022 To 07/12/2022

Bank Account:	1 -	1ST	SECURITY - AP

Amount		Reference	Vendor Name	Vendor	Pmt Type	Check / Tran Date
5,609.66	_	H0015 PRINCIPAL	USDA-WIRE TRANSFER	10280	WIRE	180 6/29/22
889,724.15		H0010 PRINCIPAL				
28,657.06		NOTE SECT 9 INTEREST Q2 2022				
597,844.59		INTEREST Q2 2022				
1,521,835.46	Total for Check/Tran - 180:					
1,090,510.00		PURCHASED POWER MAY 2022	BPA-WIRE TRANSFER	10279	WIRE	181 7/12/22
145,798.00		TRANSMISSION MAY 2022				
1,256.00		REGIONAL COORD SVC MAY 2022				
1,256.00		REGIONAL COMP ENFOR MAY 2022				
1,238,820.00	Total for Check/Tran - 181:					
2,880.57		PETERSON LAKE WIRE PMT JUL 2022	PETERSON LAKE - WIRE PAYMENT	10809	WIRE	182 7/1/22
11,448.05		PETERSON LAKE WIRE PMT JUL 2022				
14,328.62	Total for Check/Tran - 182:					

Total Payments for Bank Account - 1: (3) 2,774,984.08

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

Total for Bank Account - 1: (3) 2,774,984.08

Grand Total for Payments: (3) 2,774,984.08

Grand Total for Voids: (0) 0.00

Grand Total: (3) 2,774,984.08

Page 1

07/15/2022 6:08:08 AM Accounts Payable Check Register

ALL

Rank Accounts	1 -	1ST SECURITY -	AΡ

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129312 6/23/22	CHK	10481	AMAZON	CIRCUIT BREAKER	135.76 VOII
				HUB	58.88 VOII
				CIRCUIT BREAKER	32.72 VOII
				Total for Check/Tran - 129312:	227.36 VOII
129313 6/23/22	СНК	10838	ZACHARY BARBIETO	BOOT/TOOL ALLOWANCE 2022	90.24 V OII
129314 6/23/22	СНК	10823	BHC CONSULTANTS LLC	QUILCENE W TANK PROF SVC 4/23-5/20/2022	5,373.83 VOI I
129315 6/23/22	СНК	10889	JESSE E BLAND	BOOT/TOOL ALLOWANCE 2022	296.74 VOI I
129316 6/23/22	CHK	10339	BORDER STATES ELECTRIC	SECONDARY CONNECTOR BLOCK & BOLTS	688.90 VO II
				BOLT	827.85 VOII
				Total for Check/Tran - 129316:	1,516.75 VOII
129317 6/23/22	СНК	10763	BUILDERS EXCHANGE OF WASHING	GTOSHINE PLAT LUD - REQUEST FOR PROPOSALS	182.75 VOII
129318 6/23/22 CHK 10045	CENTURY LINK-S	PHONE SERVICE - JUN 2022	74.32 VOII		
				PHONE SERVICE - JUN 2022	8.26 VOII
				PHONE SERVICE - JUN 2022	35.06 VOII
				PHONE SERVICE - JUN 2022	3.90 VOII
				Total for Check/Tran - 129318:	121.54 VOII
129319 6/23/22	CHK	9998	JAMES CHASE	Credit Balance Refund	200.24 VOI I
129320 6/23/22	СНК	10815	DANIEL ANDERSON TRUCKING&EX	CCA GRNDS KEEPING MAINTENANCE - 191 OTTO ST	1,672.32 VOI I
				GRNDS KEEPING MAINTENANCE - 191 OTTO ST	185.81 VOII
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	1,036.84 VOII
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	115.20 VOII
				ELEC VEHICLES - TRUCK WASHING 6/5/22	425.49 VOII
				Total for Check/Tran - 129320:	3,435.66 VOII
129321 6/23/22	CHK	10085	FASTENAL	NUTS & BOLTS	258.62 VOI I
129322 6/23/22	СНК	10749	FIBER INSTRUMENT SALES INC.	SWING OUT PATCH PANEL, 1RU-BLACK	-48.68 VO II
				SWING OUT PATCH PANEL, 1RU-BLACK	583.64 VOII
5 4			/pro/rpttemplate/a	ucct/2.52.1/ap/AP CHK REGISTER.xml.rpt	

O7/15/2022 6:08:08 AM Accounts Payable Check Register

ALL

Bonk Accounts	1	- 1ST SECURITY -	A D
Bank Account:		- 151 SECUKITY -	AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
		_			Total for Check/Tran - 129322:	534.96 VOII
129323 6/23/22	CHK	10090	FREDERICKSON ELECTRIC, INC	LIGHINTG UPGRADE - 191 OTTO STREET		35,210.36 VOI
129324 6/23/22	CHK	10094	GENERAL PACIFIC, INC	METER RINGS, TERMINATION KIT, SECOND	ARY CO	5,753.46 VO I
				EYE BOLT		951.90 VOII
				JOHNNY BALL INSULATOR		150.01 VOII
				METER RINGS		2,945.70 VOI
				POLE TOP PIN		645.87 VOII
					Total for Check/Tran - 129324:	10,446.94 VOI
129325 6/23/22	CHK	10454	GLOBAL RENTAL COMPANY INC	VEH# 415-AT40G BKT RENTAL 6/15-7/12/22		2,943.00 VO I
				AT37-G BUCKETRNTL VEH#410 6/18-7/15/22		2,735.00 VOI
				SPLICER VAN RNTL VEH#421 6/20-7/17/22		2,725.00 VOI
			AT40-G RNTL VEH#417 6/21-7/18/22		3,063.20 VOI	
			AA55 DBLMN BUCKET VEH#414 6/22-7/19/2	2	3,719.60 VOI	
		AT40-G BUCKETRNTL VEH#416 6/22-7/19/22		2,953.80 VOI		
		2023 FREIGHTLINER VEH#418 06/08-07/05/22	2	4,594.80 VOII		
					Total for Check/Tran - 129325:	22,734.40 VOI
129326 6/23/22	CHK	10395	JEFFREY T GORDON	HR BASICS 6/21-6/24/22 TRVL EXP		1,066.43 VOI
				HR BASICS 6/21-6/24/22 TRVL EXP		118.50 VOII
					Total for Check/Tran - 129326:	1,184.93 VOI
129327 6/23/22	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	LIGHT POLE - GALVANIZED PIPE		114.37 VO I
				240 4 CORNERS RD - LOCK HASP FOR SHEE)	12.74 VOI
				240 4 CORNERS RD - LOCK HASP FOR SHEE)	1.43 VOI
				FIBER - CABLE TIES		25.82 VOI
					Total for Check/Tran - 129327:	154.36 VOI
129328 6/23/22	CHK	10839	IRBY ELECTRICAL UTILITES	SPLICE & WIRE 4/0 AL URD QUAD		7,746.10 VO I
			SPLICE		54.55 VOII	
					Total for Check/Tran - 129328:	7,800.65 VOII
129329 6/23/22	CHK	10518	J HARLEN COMPANY	RUBBER GLOVE PROTECTORS		260.68 VOII

Page 3

Accounts Payable Check Register 07/15/2022 6:08:08 AM

ALL

Donk Assounts	1	1ST SECURITY -	A D
Bank Account:		. 151 5EU UKILY -	AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
				RUBBER GLOVE PROTECTORS		40.54 VO
					Total for Check/Tran - 129329:	301.22 VO
129330 6/23/22	CHK	10129	JIFFY LUBE	VEH#215 - OIL CHANGE		85.10 VO
				VEH#211 - OIL CHANGE		412.59 VO
					Total for Check/Tran - 129330:	497.69 VC
129331 6/23/22	CHK	10330	KARR TUTTLE CAMPBELL	PROFESSIONAL SVC: MAY 2022		360.45 V C
				PROFESSIONAL SVC: MAY 2022		40.05 VC
					Total for Check/Tran - 129331:	400.50 VC
129332 6/23/22	СНК	9998	PATRICK KNOX	Credit Balance Refund		56.27 V C
129333 6/23/22	СНК	10142	MASON COUNTY PUD #1	DOSEWALLIPS RD-PUMP ELEC - JUN 2022		195.24 V C
				1012 DUCKABUSH RD ELEC JUN 22		65.56 VC
			BPA RD-PUMP ELEC - JUN 2022		119.63 VC	
					Total for Check/Tran - 129333:	380.43 VC
129334 6/23/22	CHK	10309	NISC	RECURRING INVOICE MAY 2022		1,104.18 V C
				RECURRING INVOICE MAY 2022		229.33 VC
				RECURRING INVOICE MAY 2022		1,820.54 VC
				RECURRING INVOICE MAY 2022		498.79 VC
				RECURRING INVOICE MAY 2022		498.79 VC
				RECURRING INVOICE MAY 2022		9,221.79 V
				RECURRING INVOICE MAY 2022		943.77 VC
				RECURRING INVOICE MAY 2022		103.20 VC
				RECURRING INVOICE MAY 2022		1,605.13 VC
				RECURRING INVOICE MAY 2022		337.32 VC
0		RECURRING INVOICE MAY 2022		22.93 V		
		PRINT SVCS INVOICE MAY 2022		2,499.07 V		
		PRINT SVCS INVOICE MAY 2022		7,241.50 V		
				PRINT SVCS INVOICE MAY 2022		1,494.55 V
)				PRINT SVCS INVOICE MAY 2022		277.68 V
				PRINT SVCS INVOICE MAY 2022		804.62 VC
h 0 4			/pro/rpttempla	ate/acct/2.52.1/ap/AP_CHK_REGISTER xml rpt		

Revision: 111181

O7/15/2022 6:08:08 AM Accounts Payable Check Register

ALL

Bonk Accounts	1	- 1ST SECURITY -	A D
Bank Account:		- 151 SECUKITY -	AP

heck / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PRINT SVCS INVOICE MAY 2022	166.06 VOI
				MISC MAY 2022	981.90 VOI
				MISC MAY 2022	637.93 VOI
				MISC MAY 2022	2,704.90 VOI
				MISC MAY 2022	109.10 VOII
				MISC MAY 2022	70.88 VOI
				MISC MAY 2022	300.54 VOII
				Total for Check/Tran - 129334:	33,674.50 VOI
29335 6/23/22	CHK	10322	NRC ENVIRONMENTAL SERVICES,	INC TRANSFRMR SPILL CLEANUP-131 S. BAY WAY	5,349.72 VOII
29336 6/23/22	СНК	10167	OFFICE DEPOT	OPERATIONS - OFFICE SUPPLIES	62.13 VOII
				OPERATIONS - OFFICE SUPPLIES	6.90 VOI
				OPERATIONS - BADGE HOLDERS	29.89 VOII
				OPERATIONS - BADGE HOLDERS	3.32 VOII
				LINE CREW&METER READING - DOG TREATS	33.57 VOII
				LINE CREW&METER READING - DOG TREATS	3.73 VOII
				OPERATIONS - NOTE PADS	3.04 VOII
				OPERATIONS - NOTE PADS	0.34 VOII
				Total for Check/Tran - 129336:	142.92 VOII
29337 6/23/22	CHK	10865	OLYMPIC ELECTRIC CO, INC	INSTALL FIBER SWITCH - 800 POLK ST	985.11 VOII
29338 6/23/22	СНК	10907	PALOUSE POWER LLC	DOCK CREW 2022 - 5/23-6/2/22	87,329.53 VOII
				DOCK CREW 2022 - 5/23-6/2/22	1,779.20 VOII
				DOCK CREW 2022 - 5/23-6/2/22	7,116.64 VOII
				Total for Check/Tran - 129338:	96,225.37 VOII
29339 6/23/22	CHK	10943	PDQ.COM CORPORATION	PDQ DEPLOY&INVTRY 1Y 6/15/2022-6/14/2023	3,273.00 VOII
29340 6/23/22	СНК	10181	PENINSULA PEST CONTROL	PEST SVC QRTLY-CHIMACUM STORAGE	60.01 VOII
				PEST SVC QRTLY-20 SUNSHINE	54.55 VOII
				PEST SVC QRTLY-GARDINER PUM	49.10 VOII
				Total for Check/Tran - 129340:	163.66 VOII

Revision: 111181

Page 5

Accounts Payable Check Register 07/15/2022 6:08:08 AM

ALL

Bank Accounts	. 1	- 10	T	SEC	HDIT	ΓV	A D
рянк Ассониі:		- 10	`	3 P.4		1 Y -	AP

Check / Tran Date	Pmt	Vendor	Vendor Name	Reference	Amount
	Type				
129341 6/23/22	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE ACCT# 33897265	360.00 VO I
				PRE-PAID POSTAGE ACCT# 33897265	40.00 VOI
				Total for Check/Tran - 129341:	400.00 VOI
129342 6/23/22	CHK	10197	PRINTERY COMMUNICATIONS	DIG SLIPS	289.17 VOI
				DIG SLIPS	32.13 VOII
				Total for Check/Tran - 129342:	321.30 VOI
129343 6/23/22	СНК	10212	ROHLINGER ENTERPRISES INC	QUARTERLY TESTING OF GLOVES&BLANKETS	566.28 VO I
129344 6/23/22	СНК	10706	SBA STRUCTURES, LLC	TOWER SITE RNTL MAYNARD HILL - JUL 2022	1,642.28 VOI
129345 6/23/22	СНК	10869	SLATE ROCK SAFETY	FR CLOTHING & CLOTHING	-31.25 VOI
				CLOTHING	63.39 VOI
				FR CLOTHING	311.35 VOI
				Total for Check/Tran - 129345:	343.49 VOI
129346 6/23/22	CHK	10249	SPECTRA LABORATORIES-KITSAP I	LLC TESTING: RADIUM - QUIMPER	265.00 VO I
				TESTING: RADIUM - QUIMPER	265.00 VOI
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00 VOI
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00 VOI
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00 VOI
				TESTING: VOLATILE ORGANIC COMPOUNDS (VOC	160.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI
				TESTING: TOTAL COLIFORM/E.COLI P/A	23.00 VOI

Revision: 111181

253,246.01

O7/15/2022 6:08:08 AM Accounts Payable Check Register

ALL

Rank A	Account: 1	1 _	1 9 T	SECT	TRITY	$I = \mathbf{AP}$
рапк А	ACCOUNT:	-	131	30.		(- A P

Amoun		Reference	Vendor Name	Vendor	Pmt Type	Check / Tran Date
- 129346: 1,423.00	Total for Check/Tran - 129346:				_	
2,717.31		ALYSON DEAN	US BANK	10615	СНК	129347 6/23/22
216.25		BROADBAND DEPARTMENT				
1,006.62		DAN TOEPPER				
368.56		ERIC STOREY				
1,250.08		IT DEPARTMENT				
848.68		KRISTOFFER LOTT				
1,652.51		MELANIE R DES MARAIS				
533.96		MELISSA BLAIR				
162.56		MIKE BAILEY				
317.90		SAMANTHA HARPER				
210.05		SCOTT BANCROFT				
4,950.04		WILL O'DONNELL				
- 129347: 14,234.52	Total for Check/Tran - 129347:					
2,072.90		PROGRAMMABLE METERS QTY 36	VISION METERING, LLC	10800	CHK	129348 6/23/22
-172.90		PROGRAMMABLE METERS QTY 36				
- 129348: 1,900.00	Total for Check/Tran - 129348:					
-69.49	& SPRT	PHONE REPORTING SOFTWARE, 1YR MNT	XIMA LLC	10741	CHK	129349 6/23/22
749.78	& SPRT	PHONE REPORTING SOFTWARE, 1YR MNT				
83.31	& SPRT	PHONE REPORTING SOFTWARE, 1YR MNT				
- 129349: 763.60	Total for Check/Tran - 129349:					
387.74		IS, INC. VID CONF SVC 06/22-07/21/22	ZOOM VIDEO COMMUNICATION	10858	CHK	129350 6/23/22
43.08		VID CONF SVC 06/22-07/21/22				
- 129350: 430.82	Total for Check/Tran - 129350:					

ge 39

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

Total Voids for Bank Account - 1: (39) 253,246.01

Total for Bank Account - 1: (39)

Revision: 111181 Page 7

Accounts Payable Check Register

Grand Total for Payments: (0) 0.00

Grand Total for Voids: (39) 253,246.01

Grand Total: (39) 253,246.01

07/15/2022

6:08:08 AM

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS PAY DATE: 07/08/2022

Empl	Position	Check #	Check Date	Amount
3032	CUSTOMER SERVICE REP	71022	7/8/2022	1,321.45
2003	WATER TREATMENT PLANT OPERATOR III	71023	7/8/2022	2,932.48
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71024	7/8/2022	2,526.56
				\$ 6,780,49

Page 41 of 87

JEFFERSON COUNTY PUD NO 1 $\,$

DIRECT DEPOSIT PAYROLL PAY DATE: 07/08/2022

Empl	Position	Pay Date	Net Pay
3046	ACCOUNTING TECH 1	7/8/2022	1,453.64
3052	ADMINISTRATIVE ASSISTANT	7/8/2022	2,374.15
4006	COMMISSIONER DIST 1	7/8/2022	951.65
4004	COMMISSIONER DIST 2	7/8/2022	2,515.89
4008	COMMISSIONER DIST 3	7/8/2022	2,286.95
3034	COMMUNICATIONS DIRECTOR	7/8/2022	3,167.01
3002	CUSTOMER SERVICE COORDINATOR	7/8/2022	1,659.02
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	7/8/2022	1,412.79
3022	CUSTOMER SERVICE REP	7/8/2022	1,411.89
3048	CUSTOMER SERVICE REP	7/8/2022	1,417.57
3056	CUSTOMER SERVICE REP	7/8/2022	1,262.71
3062	CUSTOMER SERVICE REP	7/8/2022	1,099.19
3060	DIGITAL COMMUNICATIONS SPECIALIST	7/8/2022	2,309.35
1027	ELECTRICAL ENGINEERING MANAGER	7/8/2022	3,160.15
1041	ELECTRICAL SUPERINTENDENT	7/8/2022	4,392.64
2007	ENGINEERING DIRECTOR	7/8/2022	3,552.30
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	7/8/2022	2,130.27
3033	FINANCE DIRECTOR	7/8/2022	4,642.91
3029	FINANCE SERVICES MANAGER	7/8/2022	2,400.87
1046	FLEET/WAREHOUSE HELPER	7/8/2022	2,544.71
1012	FOREMAN LINEMAN	7/8/2022	6,850.46
1011	GENERAL MANAGER	7/8/2022	5,024.69
1042	GIS SPECIALIST	7/8/2022	2,443.83
1017	HEAD STOREKEEPER	7/8/2022	2,462.59
3063	HUMAN RESOURCES COORDINATOR	7/8/2022	2,629.29
3047	HUMAN RESOURCES DIRECTOR	7/8/2022	3,319.80
3008	INFORMATION TECHNOLOGY MANAGER	7/8/2022	3,328.87
3028	IT SUPPORT TECHNICIAN	7/8/2022	1,773.96
1000	LINEMAN	7/8/2022	5,841.49
1034	LINEMAN	7/8/2022	4,848.67
1055	LINEMAN	7/8/2022	,
1043	METER READER	7/8/2022	,
1047	METER READER	7/8/2022	,
1056	METER READER	7/8/2022	
1056	METER READER	7/8/2022	
1037	OPERATIONS DIRECTOR	7/8/2022	,
1050	PRE-APPRENTICE	7/8/2022	,
3004	RESOURCE MANAGER	7/8/2022	,
1010	SCADA ENGINEER II	7/8/2022	
1003	SCADA TECH APPRENTICE	7/8/2022	
3020	SERVICES DIRECTOR	7/8/2022	
1026	STAKING ENGINEER	7/8/2022	
1031	STAKING ENGINEER	7/8/2022	
1014	STOREKEEPER	7/8/2022	
1015	SUBSTATION/METER FOREMAN	7/8/2022	
1033	SUBSTATION/METERING TECH	7/8/2022	
3013	UTILITY ACCOUNTANT II	7/8/2022	
3039	UTILITY ACCOUNTANT II	7/8/2022	
3003	UTILITY BILLING CLERK	7/8/2022	
3027	UTILITY BILLING CLERK	7/8/2022	
3000	UTILITY BILLING COORDINATOR	7/8/2022	,
2000	WATER DISTRIBUTION MANAGER II	7/8/2022	
2001	WATER DISTRIBUTION MANAGER II	7/8/2022	/
2002 2005	WATER DISTRIBUTION MANAGER II WATER DISTRIBUTION MANAGER II	7/8/2022 7/8/2022	· · · · · · · · · · · · · · · · · · ·
2003	WATER DISTRIBUTION WANAUER II	11012022	146,570.75
			170,370.73

Page 42 of 87



AGENDA REPORT

DATE: July 19, 2022

TO: Board of Commissioners

FROM: Mike Bailey, Finance Director/Internal Auditor

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

SUMMARY: Per Write-Off of Uncollectable Accounts Policy passed September 2017, the Board of Commissioners agreed to review and approve for write off inactive account balances over 90 days in arrears that had been given 30 days' notice that their account will be referred to a collection agency.

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

ANALYSIS/FINDINGS: There are 13 inactive accounts in the Active Accounts Receivable Data Base who owe the PUD \$9,756.46 for utility services and who have received notice over 30 days ago that their account will be referred to a collection agency.

FISCAL IMPACT: Bad Debt Expense has already been charged in anticipation of having accounts who would fail to pay their final bill for utility services. On the PUD's Balance Sheet, Line 20. Accounts Receivable-Sales of Utility Services has been netted by an estimated Reserve for Uncollectible Accounts. To remedy the debt, these inactive accounts will pay the collection agency for the amount owed to the PUD plus a fee for the agency's professional services. Any amounts received on the written off amount, will be deposited into the PUD's Depository Bank Account and the Reserve for Uncollectible Accounts adjusted. No revenue or expense accounts are affected by this write off.

RECOMMENDATION: Transfer the 13 inactive accounts owing \$9,756.46 from the Active Accounts Receivable Data Base to the Uncollectible Accounts Data Base and authorize Evergreen Financial Services to pursue collection efforts allowed by law.

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



Board of Commissioners

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

Kevin Streett, General Manager

Write-Offs of Uncollectible Accounts Receivable

On July 19, 2022, the following summary of inactive customer accounts with a past due balance of greater than \$50.00 and in excess of 90 days were referred to and provided a 30-day written notice by a collection agency. Furthermore, all amounts were deemed uncollectible by the Finance Director/District Auditor regardless of the amount past due. For accounting and financial reporting purposes, write-offs of uncollectible receivables are made against the allowance for bad debt account once approved by the Board. The following accounts are requested to be written off as uncollectible:

Uncollectible Amount Range	Number of Accounts	Write-Off Amount
Up to \$50	1	\$18.90
\$51 - \$100	3	\$212.10
\$101 - \$200	2	\$279.35
\$201 - \$300	0	\$0.00
Over \$300	7	\$9,246.11
TOTAL	13	\$9,756.46

Approval, Board of Commissioners
Dan Toepper
Secretary

PUD Calendar

July 19, 2022

August 2, 2022 BOC Regular Meeting per ZOOM 3:00 pm

August 9, 2022, Special Meeting per ZOOM 10:00am-12:00am TBD

August 16, 2022, BOC Regular Meeting per ZOOM 3:00 pm

Jefferson County PUD's Internet Services Subscriber Agreement

This Internet Service Subscriber Agreement (the "Agreement") sets forth the terms and conditions under which Jefferson County Public Utility District No. 1 ("JPUD") will provide Internet service to you ("Customer") at your home or business. By subscribing to or using JPUD's Internet services and/or any related products, equipment, or services, you agree to all of the terms and conditions set forth in this Agreement.

Agreement and Term

The Agreement, in addition to the terms and conditions provided below, and also incorporates the following policies:

- Pup Acceptable Use Policy
- **?** JPUD Customer Service Policies
- IPUD Data Privacy Guidelines

The Acceptable Use Policy, Customer Service Policies and Data Privacy Guidelines apply to the Agreement, but in the event of a conflict, this Agreement shall govern. As between this Agreement and the Acceptable Use Policy, In the event of any conflict between thise Agreement and the Acceptable Use Policy, them, Acceptable Use Policy and this Agreement, the Acceptable Use Policy shall govern.

This Agreement shall have an initial term of one month and shall renew automatically renew each month for additional one-month periods, unless either Party provides notice of termination.

The Service and Equipment

JPUD will provide you with interactive access to the Internet from a connection in your home or business (the "Service"). The type of service, monthly rates and installation costs are those you have requested in writing or selected via JPUD's customer web portal. This Agreement contains all the terms and conditions for JPUD to provide the Service, and unless set forth in writing in this Agreement, no other representation, warranty, term or condition shall be binding on JPUD.

JPUD reserves the right to modify the terms of this Agreement from time to time by posting a notice of a new version of this document on JPUD's -web site. In addition, JPUD will provide an email notification of the new version to all customers at the email provided in the Customer Application. All revised copies of the Agreement are effective immediately upon sending of the email notification. Accordingly, JPUD customers should regularly visit

our web site and review the notifications regarding the Agreement to ensure that their activities conform to the most recent version. Your continued use of the JPUD Internet Service and/or any related products, equipment or services following modification to this Agreement shall be deemed as acceptance of such modification.

Installation and Access

You agree that JPUD, its employees, contractors, and agents may enter your home or business (the "Premises") where the <u>scheduled</u>-Service is <u>scheduled</u> to <u>be</u> provided and/or JPUD's equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving or removing any JPUD equipment as necessary. You represent that you either own the Premises or have the proper rights and permissions from the Premises' owner to grant JPUD access to perform the activities necessary to provide the Service. You also agree to allow access for the purpose of checking operation and performance of the Service and JPUD's equipment. You may always ask for proper identification anytime a JPUD employee, contractor, or agent requests entry onto your Premises. If proper identification is not provided, you may refuse access to the Premises.

JPUD shall provide all customer equipment necessary to provide the Service which shall remain the property of JPUD unless otherwise stated.

General Subscriber Obligations

You are accepting this Agreement on behalf of yourself and any person who accesses the Service through the connection in your home or business. You assume responsibility to ensure that all other users understand this Agreement and comply with its terms. -Your acceptance of the Service from JPUD constitutes your agreement with, and acceptance of, the JPUD Acceptableuthorized Use Policy and the Data Privacy Guidelines Privacy Statement on our website.

Subscription to the Service is restricted to individuals of at least 18 years of age and to businesses. By subscribing to the Service, you certify that you are at least 18 years of age or are a business operating in the State of Washington.

By subscribing to the Service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning JPUD, including changes to this Agreement, the Authorized Use Policy, and the Privacy Statement, and marketing materials related to the Service.

You agree that your application for the Service provides JPUD with accurate, complete and current information, including your legal name, address, telephone number(s) and payment data (i.e., credit, debit or credit card numbers and expiration dates) upon

subscribing to the -Service. You agree to promptly inform JPUD if there is any change in the information you provided to JPUD at the time of enrollment. Failure to provide accurate information constitutes a breach of this Agreement and may result in termination of the Service to you.

The Service is provided to you at-the service address listed on your application for the Serviceyour current home or business. You may not transfer your rights and obligations under this Agreement to any other person or service address without written approval of JPUD.

Service & Installation Charges

You agree to pay any and all fees and recurring charges associated with your chosen Service-level of the Service. You further acknowledge that you have been informed of the rates for these services in effect at the time of installation for the type of service you select. You agree to pay any local, state and/or federal taxes, surcharges, and fees imposed or levied on or with respect to your subscription to or use of JPUD Internetthe Service. JPUD reserves the right to change the amount of charges, surcharges, and fees from time to time at its discretion and upon 30 days' notice to you by electronic mail.

Pre-payment of charges for installation and the first billing period is due when account is activated. Bills are sent on Customer's anniversary bill day for the period to come. The payment is due within 21 days.

If we have not received payment during the 21-day period, the payment is considered late. A late notice will be issued if we have not received payment within 30 days of the due date. If the account is not paid within 60-56 days of the due date, the account may be terminated. A \$10 reactivation fee will be charged to reactivate the account. If you discontinue service or your service is terminated, you agree to pay a reconnect charge before reconnection. You further agree to be charged and to pay any outstanding balance in the event of cancellation, deactivation, or termination of your account. In the case of a check returned for non-sufficient funds, JPUD will charge a returned check fee of \$20.00. You will be responsible for all expenses (including reasonable attorneys' fees) incurred by JPUD in collecting any unpaid amounts due in accordance with this Agreement. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Service and Performance

JPUD will make reasonable efforts to assure that the Service will be available to you 24 hours per day 7 days per week. It is possible, however, that there will be interruptions of service or reduction in performance. JPUD shall not be liable for interruptions caused by

failure of equipment or services, failure of communications, power outages, or any other interruptions to the Service.

JPUD shall not be liable for performance deficiencies caused or created by <u>any your</u> equipment <u>you used in connection with the Service</u>. You shall be JPUD is not responsible to provide for the proper installation, operation and maintenance of <u>any your</u> equipment <u>not provided by JPUD</u> used in connection with the Service. Further, you shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable Federal Communications Commission rules and regulations.

Customer Use of the Service

You agree to comply with <u>the JPUD's Acceptable Use Policy</u>, and you acknowledge receipt of a copy of that policy.

You are personally responsible for all use of the Service under your account. You agree not to resell, redistribute, assign, transfer, or sublicense your access to the Service in any manner. You agree not to use the Service in any manner that is contradictory to the JPUD's Acceptable Use Policyies. You agree that any violation of this Agreement shall authorize JPUD; to immediately disconnect the Service to you and terminate this Agreement without notice.

You agree not to alter, modify or tamper with the equipment provided by JPUD, or the configuration of such equipment as set by JPUD.

You agree not to use the Service for commercial purposes that are competitive with JPUD's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within JPUDs service area).

LIMITATION OF LIABILITY: NO WARRANTIES

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF JPUD AND ALL ITS AFFILIATES.

JPUD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PROVIDED SERVICE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. JPUD IS NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY CUSTOMER FROM, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, DELAYS, MIS- OR NON-DELIVERIES, OR SERVICE INTERRUPTIONS FOR ANY REASON. JPUD SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING THE SERVICE OR ANY EQUIPMENT RELATED TO THE SERVICE, VIRUSES, AND ANY USE OF THE SERVICE OR EQUIPMENT THAT IS UNLAWFUL, THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE

Commented [JP1]: To Link to AUP Policy

SECRET, CONFIDENTIALITY, PRIVACY OR INTERLLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

IN THE EVENT THAT JPUD IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION, JPUD'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO JPUD FOR THE SERVICE FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

JPUD IS EXPRESSLY NOT RESPONSIBLE OR LIABLE FOR THE CONTENT OF ANY TRANSMISSION ACROSS ITS NETWORK.

Indemnification

You agree to indemnify, defend and hold harmless JPUD, affiliated companies, partners, licensors, commissioners, employees and agents from and against all losses, expenses, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of any violation of this Agreement, the selection or use of your personal information, including your identity, or any activity related to your account by you or any other person accessing the Service using your account.

You agree to make payment of all proper charges for labor and services required under this Agreement and you shall indemnify JPUD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; your failure of performance under this Agreement; or your negligence in the performance of your duties under this Agreement, or any act or omission on your part or your-agents, employees, or servants. JPUD is not obligated to indemnify you, and you shall defend and indemnify JPUD hereunder, for any claims by any third party arising from the Service provided to you.

Termination

This Agreement, the license provided herein, and your right to use the Service may be terminated by JPUD at any time for any reason, with 30 days written notice by JPUD to you. In addition, you may terminate this Agreement at any time by notifying JPUD Customer Service. If the customer cancels service, all JPUD equipment must be returned to JPUD's office in good working order within 60 days, or the customer will be charged \$150. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules and jurisdictions for any claim or cause of action shall lie in Jefferson County, Washington. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

<u>Jefferson County PUD Internet Services</u> Acceptable Use Policyies

Internet Services Acceptable Use Policy

Jefferson County Public Utility District No. 1 ("JPUD") seeks to provide our customers with the best Internet service possible, and we have adopted this Acceptable Use Policy ("Policy") to help accomplish this. This Policy outlines acceptable use of the JPUD Internet Services and any associated services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the JPUD Internet Service Subscriber Agreement (the "Agreement"). Any use of JPUD's Internet Services constitutes agreement to all terms in this Policy and the Agreement.

JPUD may revise this Policy from time to time by posting a new version on our web site. All revised versions of the Policy are effective immediately upon posting and after email notification to customers. JPUD customers should regularly visit our web site and review this Policy to ensure that their activities conform to the most up to date Ppolicy.

Customer Responsibility

You are personally responsible for all use of the Service under your account. As a customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of external intrusion. Failure to comply with these or any other JPUD policies could result in the suspension or termination of theyour Service. JPUD reserves the right to immediately terminate the Service and the Agreement if you engage in any of the prohibited activities listed in this Policy.

Prohibited Uses

You agree to use JPUD Internet Service only for lawful purposes.

You may not use, or allow others to use, <u>theyour JPUD</u> Service or <u>JPUD</u> equipment, either directly or indirectly, to:

post, store, transmit, promote, or facilitate the distribution of any information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or illegal, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed.

post, transmit, promote, or facilitate the distribution of any unsolicited advertising, including but not limited to, mass or bulk e-mail, promotional materials or other forms of solicitation to other individuals or entities;

participate in the collection of email addresses or other identifiers of others without their prior consent, or participate in the use of software (including "spyware") designed to facilitate this activity;

collect, or attempt to collect, personal information about others without their prior consent;

impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other fraudulent activity;

access any other person's computer system, software, or data without their knowledge and consent; breach the security of JPUD or another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other host, networks, or accounts;

resell the Service, or otherwise make available to anyone outside the primary residence or primary business location, the ability to use the Service;

restrict, inhibit, or otherwise interfere with the ability of other persons to use or enjoy the service, including, without limitation, posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

restrict, inhibit, interfere with, or otherwise disrupt JPUD's Service or any JPUD host, server, backbone network, node or service, or otherwise cause a performance degradation to any Rock Island JPUD facilities used to deliver the Service;

interfere with telecommunication or computer networking service to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host;

violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access.

Inappropriate Content and Transmissions

JPUD reserves the right, but does not have the obligation, to refuse to transmit or post, and to remove or block any information or materials, in whole or in part, that is offensive, indecent, or otherwise inappropriate under any local, state or federal law. Neither JPUD nor its affiliates, suppliers or agents have any obligation to monitor transmissions or postings made on the Service. However, JPUD and its affiliates, suppliers or agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them if in violation of local, state or federal law.

Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current bandwidth, data storage, and other limitations on the Service established by JPUD and its suppliers. You must ensure that activity on your account does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of JPUD) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede JPUD's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Violation of Acceptable Use Policy

Although JPUD has no obligation to monitor the Service and/or the network, JPUD and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and JPUD users. If the Service is used in a way that JPUD or its suppliers, in their sole discretion, believe violates this Policy, JPUD or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of JPUD or its affiliates, suppliers, or agents will have any liability for any these responsive actions.

These actions are not JPUD's exclusive remedies and JPUD may take any other legal or technical action it deems appropriate. JPUD reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on JPUD's servers and network. During an investigation, JPUD may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize JPUD and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators

at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include JPUD providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, JPUD is authorized to delete any files, programs, data and e-mail messages associated with your account, consistent with its legal obligations.

The failure of JPUD or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless JPUD, its affiliates, suppliers and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in a violation of this Policy or of any other posted JPUD policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

Digital Millennium Copyright Act

JPUD is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is JPUD 's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who JPUD believes in its sole discretion is or may likely be infringing these rights. JPUD may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending JPUD 's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon JPUD's receipt of a satisfactory notice of claimed infringement for these works, JPUD will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to JPUD. Upon JPUD's receipt of a counter notification that satisfies the requirements of DMCA, JPUD will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that JPUD will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Contact:DMCA AgentMailJPUD No. 1

Attn: Copyright Claims 310 Four Corners Rd

Port Townsend, WA 98368

E-mail dmca@jeffpud.org

Jefferson County PUD Internet Services Subscriber Agreement

This Internet Service Subscriber Agreement (the "Agreement") sets forth the terms and conditions under which Jefferson County Public Utility District No. 1 ("JPUD") will provide Internet service to you ("Customer") at your home or business. By subscribing to or using JPUD's Internet services and/or any related products, equipment, or services, you agree to all of the terms and conditions set forth in this Agreement.

Agreement and Term

The Agreement, in addition to the terms and conditions provided below, also incorporates the following policies:

- JPUD Acceptable Use Policy
- JPUD Customer Service Policies
- JPUD Data Privacy Guidelines

The Acceptable Use Policy, Customer Service Policies and Data Privacy Guidelines apply to the Agreement, but in the event of a conflict, this Agreement shall govern. In the event of any conflict between this Agreement and the Acceptable Use Policy, the Acceptable Use Policy shall govern.

This Agreement shall have an initial term of one month and shall automatically renew each month for additional one-month periods, unless either Party provides notice of termination.

Service and Equipment

JPUD will provide you with interactive access to the Internet from a connection in your home or business (the "Service"). The type of service, monthly rates and installation costs are those you have requested in writing or selected via JPUD's customer web portal. This Agreement contains all the terms and conditions for JPUD to provide the Service, and unless set forth in writing in this Agreement, no other representation, warranty, term or condition shall be binding on JPUD.

JPUD reserves the right to modify the terms of this Agreement from time to time by posting a notice of a new version of this document on JPUD's web site. In addition, JPUD will provide an email notification of the new version to all customers at the email provided in the Customer Application. All revised copies of the Agreement are effective immediately upon sending of the email notification. Accordingly, JPUD customers should regularly visit our web site and review the notifications regarding the Agreement to ensure that their activities conform to the most recent version. Your continued use of the Service and/or any related products, equipment or services following modification to this Agreement shall be deemed as acceptance of such modification.

Installation and Access

You agree that JPUD, its employees, contractors, and agents may enter your home or business (the "Premises") where the Service is scheduled to be provided and/or JPUD's equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving or removing any JPUD equipment as necessary. You represent that you either own the Premises or have the proper rights and permissions from the Premises' owner to grant JPUD access to perform the activities necessary to provide the Service. You also agree to allow access for the purpose of checking operation and performance of the Service and JPUD's equipment. You may always ask for proper identification anytime a JPUD employee, contractor, or agent requests entry onto your Premises. If proper identification is not provided, you may refuse access to the Premises.

JPUD shall provide all customer equipment necessary to provide the Service which shall remain the property of JPUD unless otherwise stated.

General Subscriber Obligations

You are accepting this Agreement on behalf of yourself and any person who accesses the Service through the connection in your home or business. You assume responsibility to ensure that all other users understand this Agreement and comply with its terms. Your acceptance of the Service from JPUD constitutes your agreement with, and acceptance of, the JPUD Acceptable Use Policy and the Data Privacy Guidelines on our website.

Subscription to the Service is restricted to individuals of at least 18 years of age and to businesses. By subscribing to the Service, you certify that you are at least 18 years of age or are a business operating in the State of Washington.

By subscribing to the Service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning JPUD, including changes to this Agreement, the Authorized Use Policy, and the Privacy Statement, and marketing materials related to the Service.

You agree that your application for the Service provides JPUD with accurate, complete and current information, including your legal name, address, telephone number(s) and payment data (i.e., credit, debit or credit card numbers and expiration dates) upon subscribing to the Service. You agree to promptly inform JPUD if there is any change in the information you provided to JPUD at the time of enrollment. Failure to provide accurate information constitutes a breach of this Agreement and may result in termination of the Service.

The Service is provided to you at the service address listed on your application for the Service. You may not transfer your rights and obligations under this Agreement to any other person or service address without written approval of JPUD.

Service & Installation Charges

You agree to pay any and all fees and recurring charges associated with your chosen level of the Service. You further acknowledge that you have been informed of the rates for these services in effect at the time of installation for the type of service you select. You agree to pay any local, state and/or federal taxes, surcharges, and fees imposed or levied on or with respect to your subscription to or use of the Service. JPUD reserves the right to change the amount of charges, surcharges, and fees from time to time at its discretion and upon 30 days' notice to you by electronic mail.

Pre-payment of charges for installation and the first billing period is due when account is activated. Bills are sent on Customer's anniversary bill day for the period to come. The payment is due within 21 days.

If we have not received payment during the 21-day period, the payment is considered late. A late notice will be issued if we have not received payment within 30 days of the due date. If the account is not paid within 56 days of the due date, the account may be terminated. A \$10 reactivation fee will be charged to reactivate the account. If you discontinue service or your service is terminated, you agree to pay a reconnect charge before reconnection. You further agree to be charged and to pay any outstanding balance in the event of cancellation, deactivation, or termination of your account. In the case of a check returned for non-sufficient funds, JPUD will charge a returned check fee of \$20.00. You will be responsible for all expenses (including reasonable attorneys' fees) incurred by JPUD in collecting any unpaid amounts due in accordance with this Agreement. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Service and Performance

JPUD will make reasonable efforts to assure that the Service will be available to you 24 hours per day 7 days per week. It is possible, however, that there will be interruptions of service or reduction in performance. JPUD shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or any other interruptions to the Service.

JPUD shall not be liable for performance deficiencies caused or created by any equipment you use in connection with the Service. JPUD is not responsible to provide for the proper installation, operation and maintenance of any equipment not provided by JPUD used in connection with the Service. Further, you shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable Federal Communications Commission rules and regulations.

Customer Use of the Service

You agree to comply with the JPUD Acceptable Use Policy, and you acknowledge receipt of a copy of that policy.

You are personally responsible for all use of the Service under your account. You agree not to resell, redistribute, assign, transfer, or sublicense your access to the Service in any manner. You agree not to use the Service in any manner that is contradictory to the JPUD Acceptable Use Policy. You agree that any violation of this Agreement shall authorize JPUD to immediately disconnect the Service to you and terminate this Agreement without notice.

You agree not to alter, modify or tamper with the equipment provided by JPUD, or the configuration of such equipment as set by JPUD.

You agree not to use the Service for commercial purposes that are competitive with JPUD's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within JPUDs service area).

LIMITATION OF LIABILITY: NO WARRANTIES

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF JPUD AND ALL ITS AFFILIATES.

JPUD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PROVIDED SERVICE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. JPUD IS NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY CUSTOMER FROM, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, DELAYS, MIS- OR NON-DELIVERIES, OR SERVICE INTERRUPTIONS FOR ANY REASON. JPUD SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING THE SERVICE OR ANY EQUIPMENT RELATED TO THE SERVICE, VIRUSES, AND ANY USE OF THE SERVICE OR EQUIPMENT THAT IS UNLAWFUL, THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTERLLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

IN THE EVENT THAT JPUD IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION, JPUD'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO JPUD FOR THE SERVICE FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH DAMAGES.

JPUD IS EXPRESSLY NOT RESPONSIBLE OR LIABLE FOR THE CONTENT OF ANY TRANSMISSION ACROSS ITS NETWORK.

Indemnification

You agree to indemnify, defend and hold harmless JPUD, affiliated companies, partners, licensors, commissioners, employees and agents from and against all losses, expenses, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of any violation of this Agreement, the selection or use of your personal information, including your identity, or any activity related to your account by you or any other person accessing the Service using your account.

You agree to make payment of all proper charges for labor and services required under this Agreement and you shall indemnify JPUD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; your failure of performance under this Agreement; or your negligence in the performance of your duties under this Agreement, or any act or omission on your part or your agents, employees, or servants. JPUD is not obligated to indemnify you, and you shall defend and indemnify JPUD hereunder, for any claims by any third party arising from the Service provided to you.

Termination

This Agreement, the license provided herein, and your right to use the Service may be terminated by JPUD at any time for any reason, with 30 days written notice by JPUD to you. In addition, you may terminate this Agreement at any time by notifying JPUD Customer Service. If the customer cancels service, all JPUD equipment must be returned to JPUD's office in good working order within 60 days, or the customer will be charged \$150. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules and jurisdictions for any claim or cause of action shall lie in Jefferson County, Washington. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

Jefferson County PUD Internet Services Acceptable Use Policy

Jefferson County Public Utility District No. 1 ("JPUD") seeks to provide our customers with the best Internet service possible, and we have adopted this Acceptable Use Policy ("Policy") to help accomplish this. This Policy outlines acceptable use of JPUD Internet Services and any associated services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the JPUD Internet Service Subscriber Agreement (the "Agreement"). Any use of JPUD's Internet Services constitutes agreement to all terms in this Policy and the Agreement.

JPUD may revise this Policy from time to time by posting a new version on our web site. All revised versions of the Policy are effective immediately upon posting and after email notification to customers. JPUD customers should regularly visit our web site and review this Policy to ensure that their activities conform to the most up to date Policy.

Customer Responsibility

You are personally responsible for all use of the Service under your account. As a customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of external intrusion. Failure to comply with these or any other JPUD policies could result in the suspension or termination of the Service. JPUD reserves the right to immediately terminate the Service and the Agreement if you engage in any of the prohibited activities listed in this Policy.

Prohibited Uses

You agree to use JPUD Internet Service only for lawful purposes.

You may not use, or allow others to use, the Service or JPUD equipment, either directly or indirectly, to:

post, store, transmit, promote, or facilitate the distribution of any information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or illegal, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed.

post, transmit, promote, or facilitate the distribution of any unsolicited advertising, including but not limited to, mass or bulk e-mail, promotional materials or other forms of solicitation to other individuals or entities:

participate in the collection of email addresses or other identifiers of others without their prior consent, or participate in the use of software (including "spyware") designed to facilitate this activity;

collect, or attempt to collect, personal information about others without their prior consent;

impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other fraudulent activity;

access any other person's computer system, software, or data without their knowledge and consent; breach the security of JPUD or another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other host, networks, or accounts;

resell the Service, or otherwise make available to anyone outside the primary residence or primary business location, the ability to use the Service;

restrict, inhibit, or otherwise interfere with the ability of other persons to use or enjoy the service, including, without limitation, posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information:

restrict, inhibit, interfere with, or otherwise disrupt JPUD's Service or any JPUD host, server, backbone network, node or service, or otherwise cause a performance degradation to any JPUD facilities used to deliver the Service;

interfere with telecommunication or computer networking service to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host;

violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access.

Inappropriate Content and Transmissions

JPUD reserves the right, but does not have the obligation, to refuse to transmit or post, and to remove or block any information or materials, in whole or in part, that is offensive, indecent, or otherwise inappropriate under any local, state or federal law.

Neither JPUD nor its affiliates, suppliers or agents have any obligation to monitor transmissions or postings made on the Service. However, JPUD and its affiliates, suppliers or agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them if in violation of local, state or federal law.

Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current bandwidth, data storage, and other limitations on the Service established by JPUD and its suppliers. You must ensure that activity on your account does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of JPUD) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede JPUD's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Violation of Acceptable Use Policy

Although JPUD has no obligation to monitor the Service and/or the network, JPUD and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and JPUD users. If the Service is used in a way that JPUD or its suppliers, in their sole discretion, believe violates this Policy, JPUD or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of JPUD or its affiliates, suppliers, or agents will have any liability for any these responsive actions.

These actions are not JPUD's exclusive remedies and JPUD may take any other legal or technical action it deems appropriate. JPUD reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on JPUD's servers and network. During an investigation, JPUD may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize JPUD and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include JPUD providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, JPUD is authorized to delete any files, programs, data and e-mail messages associated with your account, consistent with its legal obligations.

The failure of JPUD or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless JPUD, its affiliates, suppliers and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in a violation of this Policy or of any other posted JPUD policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

Digital Millennium Copyright Act

JPUD is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is JPUD 's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who JPUD believes in its sole discretion is or may likely be infringing these rights. JPUD may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending JPUD 's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon JPUD's receipt of a satisfactory notice of claimed infringement for these works, JPUD will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to JPUD. Upon JPUD's receipt of a counter notification that satisfies the requirements of DMCA, JPUD will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that JPUD will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Contact: DMCA Agent Mail JPUD No. 1

Attn: Copyright Claims 310 Four Corners Rd

Port Townsend, WA 98368

E-mail dmca@jeffpud.org



MASTER SERVICES AGREEMENT FOR COMMUNICATION TRANSPORT SERVICES

THIS AGREEMENT, made and entered into effective as of the date signed below, by and between _______, a corporation/limited liability company/limited liability partnership/general partnership/limited partnership/other (specify: _______), organized under the laws of the State of _______, hereinafter called "Customer," and Public Utility District No. 1 of Jefferson County, a Washington State Public Utility District, hereinafter called "JPUD". This Agreement becomes legally binding upon signature by both parties.

RECITALS

Customer desires to obtain Communication Transport Services ("CTS") on JPUD's fiber optic cable system; and

JPUD is agreeable to provide CTS and allow Customer to terminate its signal cable in facilities generally described in an attached associated Service Order. Customer may use service only for authorized and lawful purposes.

NOW, THEREFORE, Customer and JPUD, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

Overview: This Agreement states the general terms and conditions by which JPUD will deliver and Customer will receive any or all of the services provided by JPUD. The specific services and/or products to be provided and the procedure for obtaining services shall be detailed in associated Service Order Summary. This Agreement is intended to cover any and all CTS ordered by Customer and provided by JPUD. Customer may use services only for authorized and lawful purposes.

- 1. Delivery of Services: By submitting a Service Order Summary, Customer agrees to take and pay for, and, by accepting the Service Order, JPUD agrees to provide, the services(s) during the term described on the Service Order. JPUD has the right to limit the manner in which any portion of its network and facilities ("Network" or "JPUD Facilities") is used in order to protect the technical integrity of the Network. JPUD is not liable or responsible for content, errors in transmission, or failure to establish connection.
- Installation and Interconnection of Services: Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, JPUD will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains JPUD's personal property, regardless of where located or attached. JPUD may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. JPUD has no

obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom JPUD contracts. If, in responding to a Customer initiated service call, JPUD reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer provided equipment or software, Customer will pay JPUD for such service call at JPUD's then prevailing

JPUD may reconfigure, reprogram, substitute, rearrange or otherwise change any JPUD Facilities, whether such JPUD Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent. Although no specific advance notification period is applicable, JPUD will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

3. Term: Subject to the provisions of Sections 11 and 12, the initial term for each service will commence and end on the dates indicated in the applicable Service Order. Thereafter, the service automatically renews for successive 1-year terms unless terminated by either arty upon no less than 30 days written notice prior to the end of the initial or renewal term, or unless otherwise specified in the Service Order Summary. Any subsequent

or renewal terms shall assume the same terms and conditions as the initial term unless otherwise stated in the Service Order Summary. This Agreement shall continue until so terminated by written notice as provided in Section 25. Upon termination of this Agreement, all rights of Customer to order new services cease and JPUD has no further obligations to furnish new services to Customer.

Fees and Payment Terms: Customer shall pay all fees due for services according to the prices and terms listed in the Service Order. Upon completing provisioning, installation and testing of the System Equipment needed to provide services ordered by Customer, JPUD will notify Customer that the services are available for Customer's use. These services are subject to but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order. JPUD reserves the right to change the MRC for such services at any time, after the initial term hereof upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other nonrefundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. JPUD reserves the right to recover any additional installation charges accrued during installation.

Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

- Early Termination Charges: If (a) Customer terminates this Agreement or any Service Order hereunder for reasons other than Cause; or (b) JPUD terminates this Agreement or any Service Order hereunder pursuant to Sections 11 or 12, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the "MRC" for the then current term (and any pro rata portion thereof for any partial then current term) remaining in the unexpired portion of the then current term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer. If Customer desires to cancel a Service Order prior to accepting the services the following conditions apply, (I) where a Service Order Summary is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires special design work is canceled after the design work has begun, JPUD may collect charges equal to the cost incurred for the associated design work time and materials to date, and (III) if cancellation is requested after completion of an installation, it will be treated as an early termination of service and is pursuant to the terms and conditions of Section 6. In the event of early termination by either Party, Customer shall not be entitled to reimbursement of fees already paid to JPUD and shall not be entitled to receive services from JPUD as specified in the Agreement.
- **6. Limitation of Liability:** The total liability of JPUD to Customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other

- torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by Customer to JPUD under this agreement for the one (1) month period prior to accrual of the most recent cause of action. In no event shall JPUD be liable for special, punitive, consequential, or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.
- 7. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, pandemics, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.
- 8. Assumption of Risk: Customer recognizes that use of the Premises and JPUD's System Equipment including its Network shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein
- Indemnity: Customer agrees to indemnify, 9 defend and hold harmless JPUD, and the commissioners, officers, directors, employees, agents and other representatives of JPUD. Customer must indemnify, defend and hold harmless JPUD from all losses or damages arising from Customer's breach of this Agreement, violation of any third-party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any service provided hereunder. Subject to the provisions of Section 7, JPUD agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of JPUD.
- this Agreement or any Service Order hereunder, or suspend services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within thirty (30) days of invoice date; or (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the services; or (c) if Customer provides false information to JPUD regarding the Customer's identity, creditworthiness, or its planned use of the services; or (d) if JPUD deems necessary to take any reasonable and lawful action to protect the property and rights of JPUD, and existing and potential customers of JPUD's services.
- 11. Termination for Cause: Either Party may terminate this Agreement for Cause. "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
- **12. Resale of Services:** Any service provided under this Agreement may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or

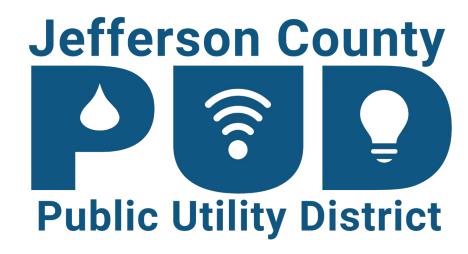
- sharing. The Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying JPUD of any unauthorized use. JPUD has no obligation to provide notice to or otherwise communicate with the users or customers of Customers.
- 13. Assignment: Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of JPUD, which consent it will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.
- 14. Taxes: Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by JPUD which JPUD does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by JPUD, Customer shall immediately remit the same to JPUD or the agency, as directed by JPUD, even if such assessment arises after the termination of this Agreement.
- Representations and Warranties: Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. JPUD represents and warrants to Customer that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, JPUD MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.
- **17. Governing Law:** This Agreement is governed by and subject to the laws of the State of Washington, excluding its principles of conflicts of law.
- **18. Litigation:** If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.
- 19. Remedies not Exclusive: The remedies provided in this Agreement shall be in addition to all other remedies to which JPUD may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

- 20. Jurisdiction; Venue: The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The parties agree not to claim that Washington is an inconvenient place for trial. The venue of any such legal action shall be Jefferson County Superior Court of the State of Washington.
- 21. Entire Agreement: This Agreement and any addendums, attachments, Service Orders and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References herein to exhibits mean exhibits to this Agreement unless the context indicates otherwise.
- **22. Waivers:** No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.
- **23. Use of Name and Trademarks:** Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.
- Confidentiality: Customer shall treat all 24. information made available or disclosed to, or developed or obtained by, Customer as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than JPUD; provided however, that Customer shall have no obligation with respect to that portion of Confidential Information which is disclosed by JPUD to others without any restriction on use or disclosure, or which must be disclosed to others under law. If Customer receives a request for Confidential Information from a third party, Customer shall promptly notify JPUD in writing of such request, and if Customer in good faith believes it is obligated to disclose the requested Confidential Information, JPUD and/or Customer shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of JPUD or Customer.
- 25. Notices: All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to JPUD:	
Public Utility District No. 1 of Jefferson County 310 Four Corners Rd Port Townsend WA 98368 360 385 5800	Attn: Telephone: Email: Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 25.
If to Customer: IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts.	
Public Utility District No.1 of Jefferson County	Customer
Ву	Ву
Name	Name
Title:	Title:
Date:	Date:

.! ☼ □ ® Received □	From	Subject	Size
st Week			
Tue 7/5	Rod Roduin	PUD Broadband Program Concerns	36 KB
vo Weeks Ago			
0 7/2/2022	Tom Thiersch	Draft Internet Service Agreement not final yet	667 KB





PWB Loan Opportunity

Will O'Donnell, Broadband and Communications Director

July 19, 2022

Loan Details

Unserved Businesses <1G/50mbps

\$1.8M award, 204K match (10%)

0.42% rate, 15 yr Term

Jefferson is a Distressed County

Project Completed by 2024

Open Access

Project Details

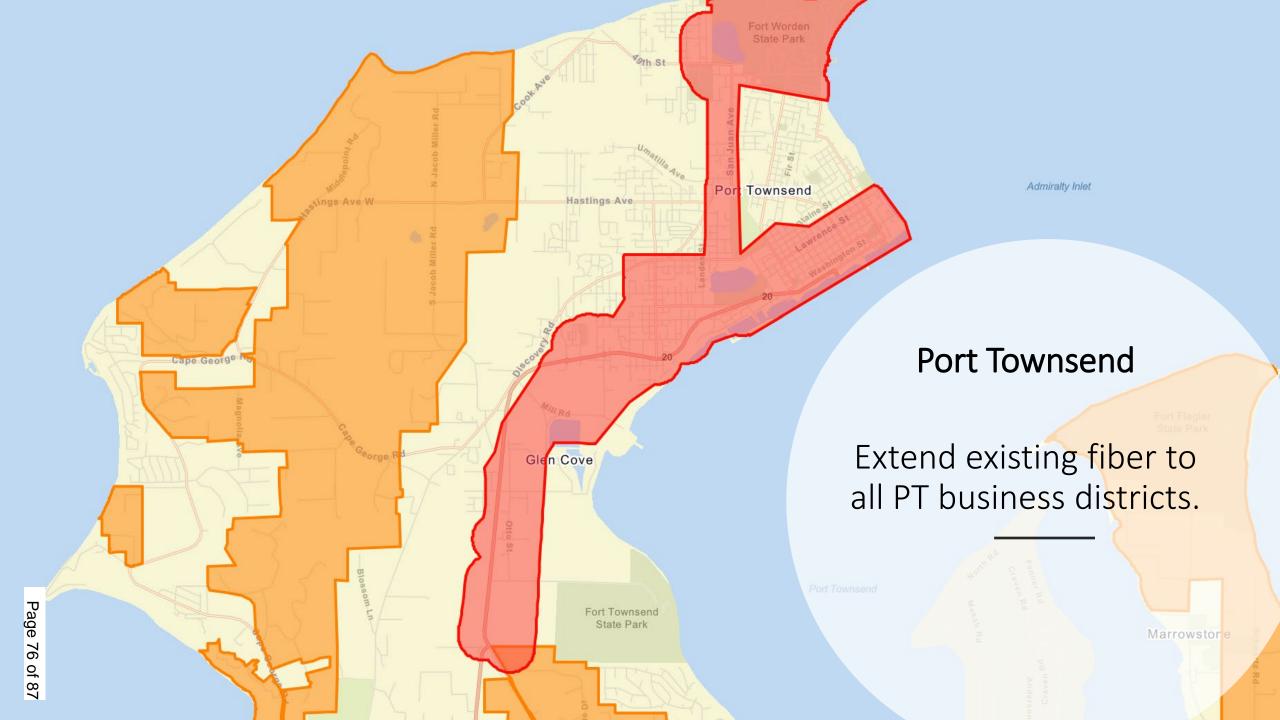
Expand on Existing Infrastructure

All Downtown, Uptown Businesses

Sims Way Fort Worden

Business Park, Glen Cove

Gig Symmetrical Service, \$100/mo.



Need for Speed

375 Businesses Passed

Goal of 225 Connections (60%)

\$1200 connection fee

Up to 10G/10G service

Award Details

Paid Annually not monthly

Interest Only first payment

\$135,554 yr (\$11,296 mo.)

106 customers needed to cover cost of loan

Cost of match covered by construction fees

Greenbank Page 79 Poulsbo Bangor Naval Olympic View

Current Projects

Olympic Fiber
Corridor
Quilcene to Gardiner

East
Discovery Bay

Anderson Lake Rd and Hwy 20

Jefferson North

Cape George, Woodland Hills, Marrowstone

SE Jefferson County

Chimacum to Ludlow to Covle

PT Business Fiber

Fort Worden to Hwy 20/19 Intersection

Project Areas	E DISCO BAY awarded	Olympic Fiber Corridor <i>awarded</i>	Jefferson North <i>awarded</i>	PT Business Fiber (Loan) awarded	SE Jefferson County (not submitted yet)	Projected Total
FUNDER	PWB	NTIA/WSBO	WSBO	PWB	USDA RUS	
Residential Passings	74	1646	1071	0	1034	3825
Business Passings	0	37	6	375	0	413
Est. Take Rate	70%	60%	60%	60%	70%	
Customers	52	1010	646	225	724	2675
Miles of Fiber	8.3	136	100	47	114	405.3
State or Federal Funding	\$1,096,046	\$10,406,153	\$9,718,934	\$1,839,295	\$9,927,431	\$31,148,564
State or Local Match	0	\$1,156,239	\$750,000	0	\$3,309,144	\$5,215,383
JPUD Cash	0	\$147,840	\$965,106	\$204,366	0	\$1,317,312
JPUD Cash Total Funding	\$1,096,046	\$11,710,232	\$10,468,934	\$2,043,661	\$13,236,575	\$39,520,554

Page 80 of

August Events Schedule

- Aug 5 Chamber of Commerce talk on Broadband
- Aug 10 Contractor Lunch
- Aug 12-14 Jeff Co Fair
- Aug 18: ICG Meeting
- Aug 20 All County Picnic
- September 1: West Sound Broadband Summit





AGENDA REPORT

DATE: July 19, 2022

TO: Board of Commissioners

FROM: Scott A. Bancroft Operations Director

RE: New contractor procurement method

BACKGROUND: JPUD uses three methods to procure contractors for work at the PUD.

1. Emergency Work.

- 2. Bid Work
- 3. Dig Slip Work

Emergency work during non-business hours is conducted through JPUD 24-hour call service provider, (CRC). CRC uses a list of JPUD contractors currently on small works roster. The contractors are known to have the proper equipment for emergency work and are willing to go to jobsite on a 24-hour basis. Current emergency work process will remain the same.

Bid work is conducted pursuant to RCW 39.04. Current bid work process will remain the same.

JPUD has used a dig slip process for small jobs JPUD needs completed. Contractors are chosen for dig slip work on the availability to conduct the needed work within the declared timeframe and if the contractor has the equipment needed to safely complete the project.

NEW PROCESS: JPUD has changed the way the dig slip process is conducted. JPUD sends out an email to all qualified contractors on the small works roster for a small project that need to be conducted. The contractor has 72 hours to respond to the solicitation. A contractor authorization form is signed by both parties. Work is conducted. Upon inspection approval contractor invoices JPUD.

- PUD staff determines work to be conducted.
- Send out quote to all qualified contractors.
- Solicitation deadline of 72 hours for quote.
- At the due date and time small project awarded to lowest responsible bidder.
- The awarded company sent contractor authorization form. Contractor authorization form is an agreement between PUD and contractor for work to be conducted.
- The original email has a range of dates the work must be completed.
- All documentation scanned and sent to accounting and saved in electronic file.
- PUD staff and contractor review Jefferson County PUD pre-project checklist.
- Work begins.
- Project completed and inspection takes place.

 $\bullet_{\mathbb{Z}}^{\mathbb{R}}$ Emergency work and large project bid process will remain the same.



AGENDA REPORT

DATE: July 19, 2022

TO: Board of Commissioners

FROM: Kevin Streett & Joel Paisner

RE: Sims Way Project

Kevin and Joel will give a review of the Sims Way project.



AGENDA REPORT

DATE: July 19, 2022

TO: Board of Commissioners

FROM: Scott A. Bancroft Operations Director

RE: Boundary line adjustment private parcel 001333040 and JPUD parcel

001333014

SUMMARY: JPUD owns parcel 001333014. David and Melody Heroux own parcel 001333040. The Heroux's approached JPUD and proposed a boundary line adjustment at adjacent properties. The boundary line adjustment would make the property line between the two parcels a straight line rather than an awkward portion protruding into JPUD property. (Please see attached maps).

The property the Heroux's will be transferring over to JPUD is approximately .30 acres, and the property JPUD will transfer to the Heroux's is approximately .25 acres.

RECOMMENDATION: JPUD staff seeks approval from the Board of Commissioners to commence with the boundary line adjustment process.

