

Regular Meeting Agenda**Board of Commissioners**

Tues, August 2, 2022 3:00 PM

In Person: Conference Room

310 Four Corners Rd.

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

1. Call to Order

With the adoption by the Washington State Legislature of ESHB 1329, providing for both virtual and in-person meetings to be held, JPUD will be offering both virtual on-line meetings as well as in-person meetings, unless advance notice is provided. In person attendance will be limited to provide sufficient space and masking is encouraged. Online participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *6 to mute and unmute and *9 to raise a hand to request to speak.

2. Agenda Review**3. Executive Session**

Per RCW 42.30.110 (1) (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of decreased price.

4. Closed Session

Per RCW Union Negotiations 42.30.140 (b)

5. Executive Session

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

6. Public Comment





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)

7. 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

- | | | |
|------|---|---------|
| 7.1. | Prior Minutes | |
| 7.2. | Vouchers | 4 - 20 |
| | Voucher Approval Form for the Commissioners.pdf  | |
| | Voucher Certification with Supporting Warrant Register & Payroll....pdf  | |
| 7.3. | Financial Report | 21 - 32 |
| | June 2022 Financials.pdf  | |
| 7.4. | Calendar | |
| | See Manager and Staff Reports | |
| 7.5. | Correspondence Log | 33 |
| | Correspondence Log.pdf  | |

8. Manager and Staff Reports

For information only, not requiring a vote.

- | | | |
|------|---|---------|
| 8.1. | Meeting and Event Calendar for Commissioners August and September 2022 | 34 - 35 |
| | Calendar of meetings for 2022 for Commissioners (2).pdf  | |




9. Commissioner Reports








10. Old Business

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

before the vote .



10.1. USDA RUS Construction Loan 36 - 44
[WA0060 D45 loan approval letter.pdf](#) 

10.2. Retail and Wholesale Broadband Policies 45 - 59
[JPUD Internet Services Agreement 20220715.pdf](#) 
[JPUD Acceptable Use Policy 20220802 v. 002.pdf](#) 
[Updated Draft JPUD Master Service Agreement 2022 03 31 v.002.pdf](#)


10.3. Sims Way Poplar Trees 60 - 76
[AGENDA REPORT Poplar Trees 3.docx](#) 
[PXL_20220705_171736490.jpg](#) 
[2022-0614_project constraints map_flat.pdf](#) 
[Tree size map.pdf](#) 
[2022-0627_arboricultural summary \(003\).pdf](#) 
[Leaf Density Observations.pdf](#) 
[Sims Boat haven Concept.pdf](#) 

10.4. EDC Commissioner Rotation

11. New Business

11.1. Training and Travel Policy and Employee Attire Policy 77 - 78
[Agenda Report - Employee Handbook Update 8.4.2022.docx](#)

[Handbook Policy Update - 8.2.2022 2.docx](#) 

12. Adjourn

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 **\$1,328,721.84** on this **2ND** day of **AUGUST** **2022** ;

Kenneth Collins
President

Jeff Randall
Vice President

Dan Toepper
Secretary

PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 129448 to # 129513	\$ 336,041.66	7/14/2022
Accounts Payable:	# 129514 to # 129563	\$ 838,312.07	7/21/2022
Payroll Checks:	# 71025 to # 71028	\$ 7,651.83	7/22/2022
Payroll Direct Deposit:		\$ 146,716.28	7/22/2022

TOTAL INVOICES PAID

\$1,328,721.84

WIRE TRANSFERS PAID

AMOUNT

DATE

PAYMENT TOTAL

\$1,328,721.84

VOIDED WARRANTS

125570 \$ 84.98

VOUCHER CERTIFICATION FORM

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

Signed: Mike Bailey

Mike Bailey, Financial Director / District Auditor

7/28/2022

Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 129448 to # 129513	\$ 336,041.66	7/14/2022
Accounts Payable:	# 129514 to # 129563	\$ 838,312.07	7/21/2022
Payroll Checks:	# 71025 to # 71028	\$ 7,651.83	7/22/2022
Payroll Direct Deposit:		\$ 146,716.28	7/22/2022
TOTAL INVOICES PAID		\$1,328,721.84	

WIRE TRANSFERS PAID	AMOUNT	DATE
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GRAND TOTAL	\$1,328,721.84
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VOIDED WARRANTS

125570 \$ 84.98

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125570 2/11/21	CHK	10806	MELANIE R PATTERSON	STERLINGNOW PRE-EMPL BACKGROUND CK	67.98 VOID
				STERLINGNOW PRE-EMPL BACKGROUND CK	17.00 VOID
Total for Check/Tran - 125570:					84.98 VOID
129448 7/14/22	CHK	10516	AIR SYSTEMS ENGINEERING INC	HVAC REPAIR - 191 OTTO ST. TAX	80.92
				HVAC REPAIR - 191 OTTO ST. TAX	9.00
Total for Check/Tran - 129448:					89.92
129449 7/14/22	CHK	10012	ALTEC INDUSTRIES, INC	METER PULLER	216.78
				VEH# 130 - TRBLSHT & REPAIR BUCKET	5,282.62
Total for Check/Tran - 129449:					5,499.40
129450 7/14/22	CHK	10481	AMAZON	CELL PHONE CHARGES QTY 5	51.50
				CELL PHONE CHARGES QTY 5	5.72
Total for Check/Tran - 129450:					57.22
129451 7/14/22	CHK	10937	ARROW LUMBER & HARDWARE LLC	LUMBER & SINKERS	222.72
				RIP HAMMER	35.99
				TOOTH SAW BLADE & PENCIL SHARPENER	3.04
Total for Check/Tran - 129451:					261.75
129452 7/14/22	CHK	10451	ASCENT LAW PARTNERS LLP	GENERAL UTILITY (225-102) JUN 2022	9,956.25
				GENERAL UTILITY (225-102) JUN 2022	1,106.25
Total for Check/Tran - 129452:					11,062.50
129453 7/14/22	CHK	10944	AUTOELEVATE, LLC	AUTOELEVATE 1Y SUBSCR 6/22/22-6/22/23	3,534.84
				AUTOELEVATE 1Y SUBSCR 6/22/22-6/22/23	-294.84
Total for Check/Tran - 129453:					3,240.00
129454 7/14/22	CHK	10688	MIKE BAILEY	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129454:					45.00
129455 7/14/22	CHK	10938	BALLARD MARINE CONSTRUCTION LL	DIVING SERVICES-WATER TANKS	28,518.74
129456 7/14/22	CHK	10623	CARL H. JOHNSON & SON EXCAVATIN	FULL WTR MTR INSTALL - PARCEL#96215900	1,676.32

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129457 7/14/22	CHK	10044	CENTURY LINK QCC-P	PHONE SERVICE- JUN 2022	10.93
				PHONE SERVICE- JUN 2022	1.21
Total for Check/Tran - 129457:					12.14
129458 7/14/22	CHK	10045	CENTURY LINK-S	PHONE SERVICE - JUL 2022	132.06
				PHONE SERVICE - JUL 2022	14.68
				ACCT# 360-385-2908 893 - JUL 2022	52.90
				ACCT# 360-385-2908 893 - JUL 2022	5.88
Total for Check/Tran - 129458:					205.52
129459 7/14/22	CHK	10046	CENTURYLINK	LOW SPD DATA & 2WIRE JUN 2022	79.24
				LOW SPD DATA & 2WIRE JUN 2022	19.82
				LOW SPD DATA & 2WIRE JUL 2022	31.17
				LOW SPD DATA & 2WIRE JUL 2022	7.79
Total for Check/Tran - 129459:					138.02
129460 7/14/22	CHK	10050	CHS	SKYWATER - SALT BAG RUST PELLETS	130.79
129461 7/14/22	CHK	10051	CITY OF PORT TOWNSEND-UTILITY	KEARNEY SUBST- JUN 2022	201.45
				191 OTTO ST - JUN 2022	107.10
				191 OTTO ST - JUN 2022	11.90
Total for Check/Tran - 129461:					320.45
129462 7/14/22	CHK	10053	COMPUNET, INC	CSR CALL CENTER IMPLEMENTATION	2,430.00
				CSR CALL CENTER IMPLEMENTATION	270.00
Total for Check/Tran - 129462:					2,700.00
129463 7/14/22	CHK	10612	COON PLUMBING LLC	RPAIR HYDRANT - 210 FOUR CORNERS RD	560.20
				RPAIR HYDRANT - 210 FOUR CORNERS RD	140.05
Total for Check/Tran - 129463:					700.25
129464 7/14/22	CHK	10057	CORRECT EQUIPMENT	SEWAGE GRINDER PUMP	3,966.88
129465 7/14/22	CHK	10621	CRAIG LABENZ	WEBSITE DEVELOPMENT - JUN 2022	303.75
				WEBSITE DEVELOPMENT - JUN 2022	33.75
Total for Check/Tran - 129465:					337.50

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129466 7/14/22	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	GARDENING LABOR - 240 4 CRNRS	1,122.68
				GARDENING LABOR - 240 4 CRNRS	124.74
				GARDENING LABOR - 240 4 CRNRS	1,115.78
				GARDENING LABOR - 240 4 CRNRS	123.97
				ELEC VEHICLES - TRUCK WASHING 6/26/2022	332.76
				GARDENING LABOR - 310 4 CORNERS	1,655.73
				GARDENING LABOR - 310 4 CORNERS	183.97
Total for Check/Tran - 129466:					4,659.63
129467 7/14/22	CHK	10780	DELL BUSINESS CREDIT	LATITUDE 3520 LAPTOP QTY3	5,552.63
				LATITUDE 3520 LAPTOP QTY3	616.96
Total for Check/Tran - 129467:					6,169.59
129468 7/14/22	CHK	10060	DELL MARKETING LP	DELL SCV2020 SUPPORT CONTRACT - 2YR	3,458.64
129469 7/14/22	CHK	10265	DEPT OF RETIREMENT SERVICES	JUNE 2022 PERS	80,500.79
129470 7/14/22	CHK	10898	EDC TEAM JEFFERSON	EDC SUPPORT FUNDING Q1 2023	6,750.00
				EDC SUPPORT FUNDING Q1 2023	750.00
Total for Check/Tran - 129470:					7,500.00
129471 7/14/22	CHK	10078	ESCI	ESCI SAFETY TRAINING - JUL 2022	3,600.00
129472 7/14/22	CHK	9999	MICHAEL FULTZ	REFUND - TEMP SERVICE CHARGE WO#121269	240.00
129473 7/14/22	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	FIBER - SEALANT & SILICONE	108.99
				KALA POINT - BUILDER WIRE & WIRE CONNECT	58.88
				PVC PIPE, ELBOW, CEMENT	661.31
				BATTERIES	15.03
				RHODY - GENERAL HARDWARE	6.18
Total for Check/Tran - 129473:					850.39
129474 7/14/22	CHK	10396	JEAN M HALL	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129474:					45.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129475 7/14/22	CHK	9998	RICHARD HAUF	Credit Balance Refund	100.00
129476 7/14/22	CHK	10939	JAMESON HAWN	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129476:					45.00
129477 7/14/22	CHK	10111	HIGHWAY SPECIALTIES LLC	SHOP - SAFETY EQUIPMENT	24.00
129478 7/14/22	CHK	10113	HRA VEBA TRUST CONTRIBUTIONS	CUST#YA517.001 EMPR CONTR/DEDUC JUN 2022	4,887.50
129479 7/14/22	CHK	10114	IBEW LOCAL UNION NO 77	UNION DUES - IBEW	1,837.03
129480 7/14/22	CHK	10817	IDGAF, INC	EMRGNCY WTR MAIN REPAIR - HWY 19	7,031.50
				GRND CLEARING - VARIOUS LOCATIONS	15,767.68
Total for Check/Tran - 129480:					22,799.18
129481 7/14/22	CHK	10518	J HARLEN COMPANY	BUCKET	103.65
129482 7/14/22	CHK	10320	ANNETTE JOHNSON	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129482:					45.00
129483 7/14/22	CHK	9998	GLENDA LEWIS	Credit Balance Refund	839.65
129484 7/14/22	CHK	10356	KRISTOFFER M LOTT	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129484:					45.00
129485 7/14/22	CHK	10143	MCDOWELL RACKNER & GIBSON PC	PROFESSIONAL SERVICES JUN 2022	45.00
				PROFESSIONAL SERVICES JUN 2022	5.00
Total for Check/Tran - 129485:					50.00
129486 7/14/22	CHK	10667	NORTHWEST OPEN ACCESS NETWORK	FBRSHARE JUN 2022	962.50
129487 7/14/22	CHK	10164	NW LABORERS 252 (DUES)	UNION DUES - LABORERS LOCAL 252	760.00
129488 7/14/22	CHK	10165	NW LABORERS-EMPLOYERS TRUST	FU MEDICAL PREMIUM AUG 2022	18,050.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129489 7/14/22	CHK	10631	WILLIAM P O'DONNELL	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129489:					45.00
129490 7/14/22	CHK	10169	OLYCAP	PWRBST/OLYCAP JUN 2022	1,183.77
129491 7/14/22	CHK	10170	OLYMPIC EQUIPMENT RENTALS	RHODY DR - CONCRETE	60.01
				WEED EATER PARTS - PETERSON LAKE	82.88
				HUNT RD - EXCAVATOR RENTAL	354.58
Total for Check/Tran - 129491:					497.47
129492 7/14/22	CHK	10171	ON LINE INFORMATION SERVICES	ONLINE UTILITY EXG REPORT - JUN 2022	260.92
129493 7/14/22	CHK	10175	PACIFIC UNDERWRITERS CORP	LIFE - AUG 2022	705.50
				LTD - AUG 2022	1,831.88
Total for Check/Tran - 129493:					2,537.38
129494 7/14/22	CHK	10176	PAIR NETWORKS	DOMAIN SHARED HOSTING 1Y 7/01/22-6/30/23	78.99
				DOMAIN SHARED HOSTING 1Y 7/01/22-6/30/23	8.78
Total for Check/Tran - 129494:					87.77
129495 7/14/22	CHK	10181	PENINSULA PEST CONTROL	RODENT SVC MO 310 FOUR CRNRS	73.65
				RODENT SVC MO 310 FOUR CRNRS	8.18
Total for Check/Tran - 129495:					81.83
129496 7/14/22	CHK	10188	PLATT ELECTRIC SUPPLY	CONDUIT	423.11
129497 7/14/22	CHK	10197	PRINTERY COMMUNICATIONS	ANNUAL WATER NEWSLETTER	12,217.01
129498 7/14/22	CHK	10397	ERIK A PRYOR	FIBER CONNECT 2022 TRVL EXP	600.53
				MOVING EXP 6/05-6/10/2022	944.26
Total for Check/Tran - 129498:					1,544.79
129499 7/14/22	CHK	10203	PURMS JOINT SELF INSURANCE FUND	HEALTH & WELFARE JUN 2022	58,875.62
				AEGIS- PUBLIC OFFIC PLY#DP5014921P 1YR	9,356.32
Total for Check/Tran - 129499:					68,231.94

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129500 7/14/22	CHK	10210	RICOH USA, INC	WORKROOM (0109) IMAGES JUN 2022	4.75
				WORKROOM (0109) IMAGES JUN 2022	0.53
				210 4CRNRS (0626) IMAGES JUN 2022	425.01
				210 4CRNRS (0626) IMAGES JUN 2022	47.22
				OTTO ST (3983) IMAGES JUN 22	28.16
				OTTO ST (3983) IMAGES JUN 22	3.13
				310 CSR (8200) IMAGES JUN 2022	8.06
				310 CSR (8200) IMAGES JUN 2022	0.90
Total for Check/Tran - 129500:					517.76
129501 7/14/22	CHK	10336	JERRY L RUBERT	CLOTHING ALLOWANCE 2022	163.79
129502 7/14/22	CHK	10219	SHOLD EXCAVATING INC	LANDSCAPE MATERIALS - 33 WATNEY LN	21.82
129503 7/14/22	CHK	10331	ST VINCENT DE PAUL	PWRBST/SVDP JUN 2022	1,183.77
129504 7/14/22	CHK	10400	DONALD K STREETT	PHONE ALLOWANCE - JUNE 2022	40.50
				PHONE ALLOWANCE - JUNE 2022	4.50
Total for Check/Tran - 129504:					45.00
129505 7/14/22	CHK	10733	DANIEL S TOEPPER	NOA NET MTG, MTG W/ GM, TRAVEL TO PPC	763.98
				NOA NET MTG, MTG W/ GM, TRAVEL TO PPC	84.89
Total for Check/Tran - 129505:					848.87
129506 7/14/22	CHK	10433	UNITED RENTALS (NORTH AMERICA), IVEH#422-FORKLFT VARRCH RNTL 6/6-7/4/22		2,767.65
129507 7/14/22	CHK	10328	VERIZON CONNECT NWF INC.	ALL VEH GPS JUN 2022	456.00
				ALL VEH GPS JUN 2022	248.79
Total for Check/Tran - 129507:					704.79
129508 7/14/22	CHK	10941	VISTA ANALYTICAL LABORATORY, IN TESTING: PFAS - QUIMPER		2,355.00
129509 7/14/22	CHK	10337	WA STATE DEPT OF TRANSPORTATION PERMIT: FRAN#30142 AMEND#12		295.82
			PERMIT: FRAN#30435 AMEND#12		197.26
Total for Check/Tran - 129509:					493.08

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129510 7/14/22	CHK	10496	WELLS FARGO VENDOR FIN SERV	310 4CRNRS WKRM COPIER RNTL JUL 2022	255.29
				310 4CRNRS WKRM COPIER RNTL JUL 2022	28.37
Total for Check/Tran - 129510:					283.66
129511 7/14/22	CHK	10018	WORLD KINECT ENERGY SERVICES	DEF	442.18
				FUEL-UNL-87 REG 10% ETHNL	16,640.35
Total for Check/Tran - 129511:					17,082.53
129512 7/14/22	CHK	10278	WPUDA	MONTHLY DUES - JUL 2022	5,231.17
				MONTHLY DUES - JUL 2022	581.83
Total for Check/Tran - 129512:					5,813.00
129513 7/14/22	CHK	10829	KENNETH YINGLING	ALTEC MTG PORTLAND 6/29-6/30/22 TRVL EXP	115.00
129514 7/21/22	CHK	10871	ADVANCED TIMBER RESOURCES	PLANTED DOUG FIRS QTY 4,560-PETRSN LAKE	14,635.48
				BURNING SLASH PILES - PETERSON LAKE	29,382.16
Total for Check/Tran - 129514:					44,017.64
129515 7/21/22	CHK	10012	ALTEC INDUSTRIES, INC	PENTA WRENCH	119.69
129516 7/21/22	CHK	10481	AMAZON	CAMERA EQUIPMENT	979.00
				CAMERA EQUIPMENT	104.29
				SLING	216.71
Total for Check/Tran - 129516:					1,300.00
129517 7/21/22	CHK	10447	ANIXTER INC.	FUSE	347.76
129518 7/21/22	CHK	10339	BORDER STATES ELECTRIC	FIBER DEAD ENDS	34,771.04
129519 7/21/22	CHK	10050	CHS	SKYWATER - SALT BAG RUST PELLETS	544.95
129520 7/21/22	CHK	10052	CITY OF PORT TOWNSEND	2ND QTR 2022 - 6% CITY TAX FROM CUSTOMR	172,748.61
129521 7/21/22	CHK	10054	CONGLOBAL INDUSTRIES, INC	CONNEX J-FIBER YARD	7,309.70
				CONNEX K-FIBER YARD	7,309.70
Total for Check/Tran - 129521:					14,619.40
129522 7/21/22	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	GRNDS KEEPING MAINTENANCE - 191 OTTO ST	168.75

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				GRNDS KEEPING MAINTENANCE - 191 OTTO ST	18.75
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	104.62
				GRNDS KEEPING - 191 OTTO ST 5/9-5/11/22	11.63
				Total for Check/Tran - 129522:	303.75
129523 7/21/22	CHK	9998	DAVID R DAVIES	Credit Balance Refund	47.81
129524 7/21/22	CHK	10365	ALYSON J DEAN	BOOT AND TOOL ALLOWANCE	117.95
129525 7/21/22	CHK	10806	1012 MELANIE R DES MARAIS	STERLINGNOW PRE-EMPL BACKGROUND CK	67.98
				STERLINGNOW PRE-EMPL BACKGROUND CK	17.00
				Total for Check/Tran - 129525:	84.98
129526 7/21/22	CHK	10074	EMPLOYMENT SECURITY	REF: 93095200-0 - 2ND QTR 2022 SUTA	6,880.61
129527 7/21/22	CHK	10085	FASTENAL	SQUINCHER, WASHER, NUTS & SCREWS	496.35
				TAPE,ELEC TAPE,VINYL TAPE,CAUTION TAPE	100.30
				BATTERIES	0.70
				SAFETY GLASSES,GLOVES,LIME VEST,HEADLAMP	159.48
				BATTERIES	0.09
				Total for Check/Tran - 129527:	756.92
129528 7/21/22	CHK	10942	FINLEY ENGINEERING CO, INC	NTIA GRANT ASSIST PROF SVC 5/01-6/30/22	1,371.23
129529 7/21/22	CHK	10811	GDS ASSOCIATES INC.	WPAG JUN 2022 ALLOCATION	650.14
				WPAG JUN 2022 ALLOCATION	72.24
				Total for Check/Tran - 129529:	722.38
129530 7/21/22	CHK	10094	GENERAL PACIFIC, INC	SIDEBY	212.20
				UNISTRUT CLAMP	1,143.37
				Total for Check/Tran - 129530:	1,355.57
129531 7/21/22	CHK	10445	GENUINE CABLE GROUP	WIRE FIBER 96F BURIED FIBER	19,835.54
				WIRE FIBER 96F BURIED FIBER	19,916.55
				Total for Check/Tran - 129531:	39,752.09
129532 7/21/22	CHK	10581	GLOBALSTAR, INC.	SATELLITE PHONE SVC 1YR 5/31/22-5/30/23	3,311.24

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129533 7/21/22	CHK	10095	GOOD MAN SANITATION, INC	310 4CRNRS-RESTROOM UNIT 06/21-07/17/22	142.53
				310 4CRNRS-RESTROOM UNIT 06/21-07/17/22	15.83
Total for Check/Tran - 129533:					158.36
129534 7/21/22	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	VEH#131 - DUO POWER ANCHOR	20.72
				MOUSE TRAP	8.99
				MOUSE TRAP	1.00
Total for Check/Tran - 129534:					30.71
129535 7/21/22	CHK	10366	ICPE	STORMWATER - ENGINEERING JUN 2022	8,075.00
129536 7/21/22	CHK	10817	IDGAF, INC	WTR MAIN INSTALL&CONNCT-MARGARET WAY	5,705.76
129537 7/21/22	CHK	10882	INTEGRITY NETWORKS INC	TROUBLESHOOT FACILITY CAMERAS	1,052.26
				TROUBLESHOOT FACILITY CAMERAS	116.92
Total for Check/Tran - 129537:					1,169.18
129538 7/21/22	CHK	10839	IRBY ELECTRICAL UTILITES	PADMOUNT TRANSFORMER	9,637.89
129539 7/21/22	CHK	10518	J HARLEN COMPANY	ROPE	218.99
129540 7/21/22	CHK	10118	JCI JONES CHEMICALS, INC.	HYPOCHLORITE SOLUTION, SS150	3,210.79
129541 7/21/22	CHK	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX	3,396.82
				EMPLOYER'S MEDICARE TAX	3,396.82
				EMPLOYEES' FICA TAX	14,524.40
				EMPLOYER'S FICA TAX	14,524.40
				EMPLOYEES' FEDERAL WITHHOLDING	14,027.68
				EMPLOYEES' FEDERAL WITHHOLDING TAX	10,608.49
Total for Check/Tran - 129541:					60,478.61
129542 7/21/22	CHK	10122	JEFFERSON COUNTY DEPT OF COMMU	HUNT AVE PRE APPLICATION	562.28
129543 7/21/22	CHK	10532	JEFFERSON COUNTY PUD PAYROLL	ACPR CHECKS 07.22.2022	7,238.24
				PR DIRECT DEPOSIT 07.22.2022	147,129.87
Total for Check/Tran - 129543:					154,368.11

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
129544 7/21/22	CHK	10128	JEFFERSON COUNTY TREASURER	JUNE 2022 B&O TAX	109,802.90
129545 7/21/22	CHK	10129	JIIFY LUBE	VEH#210 - OIL CHANGE	117.74
				VEH#120 - OIL CHANGE	90.85
				VEH#209 - OIL CHANGE	101.05
Total for Check/Tran - 129545:					309.64
129546 7/21/22	CHK	10330	KARR TUTTLE CAMPBELL	PROFESSIONAL SVC: JUN 2022	5,611.14
				PROFESSIONAL SVC: JUN 2022	623.46
Total for Check/Tran - 129546:					6,234.60
129547 7/21/22	CHK	10927	MARSH MUNDORF PRATT SULLIVAN +	WPAG JUN 2022	788.02
				WPAG JUN 2022	87.56
Total for Check/Tran - 129547:					875.58
129548 7/21/22	CHK	10167	OFFICE DEPOT	OPERATIONS - OFFICE SUPPLIES	125.35
				OPERATIONS - OFFICE SUPPLIES	13.93
				OTTO ST - HOOK WALL RACK	123.69
				OTTO ST - HOOK WALL RACK	13.74
Total for Check/Tran - 129548:					276.71
129549 7/21/22	CHK	10170	OLYMPIC EQUIPMENT RENTALS	MERRY RD - EXCAVATOR RNTL	483.03
				VEH#206 - BUG SPRAY	9.81
Total for Check/Tran - 129549:					492.84
129550 7/21/22	CHK	10907	PALOUSE POWER LLC	DOCK CREW 2022 - 6/6-6/16/22	86,993.15
				DOCK CREW 2022 - 6/6-6/16/22	2,390.52
				DOCK CREW 2022 - 6/6-6/16/22	14,597.38
Total for Check/Tran - 129550:					103,981.05
129551 7/21/22	CHK	10188	PLATT ELECTRIC SUPPLY	METER READER TOOLS	157.05
				TRACER WIRE	1,190.88
				CRIMPER	2,314.64
				CRIMPING PLIERS	86.94
				TOOL BATTERY	217.11

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				IMPACTS	805.16
				TOOL BATTERY	563.50
				Total for Check/Tran - 129551:	5,335.28
129552 7/21/22	CHK	10197	PRINTERY COMMUNICATIONS	WORK ORDER FLDR W/CHECKLIST - QTY 300	510.59
129553 7/21/22	CHK	10708	RCE TRAFFIC CONTROL, INC	EMRG FLAGGING - 10733 RHODY DR	2,306.50
				FLAGGING - 8941 FLAGLER RD	1,649.75
				FLAGGING - 8552 COYLE RD	950.00
				Total for Check/Tran - 129553:	4,906.25
129554 7/21/22	CHK	10212	ROHLINGER ENTERPRISES INC	RECNDTN/TSTNG: ANNUAL HOTSTICK TESTING	761.55
129555 7/21/22	CHK	10565	JIMMY R SCARBOROUGH	ENGINEERING&OPA CONF 7/13-7/14/22 TRVL EX	408.12
129556 7/21/22	CHK	10217	SETON CONSTRUCTION INC	FLAGGING - 83 HIGHLAND DR 6/27-6/29/22	2,152.12
				FLAGGING - 10532 RHODY DR 7/3/22	2,069.60
				FLAGGING - RHODY DR, CHIM NEAR FIRE DEPT	1,019.64
				FLAGGING - 121 HILLER DRIVE	763.72
				Total for Check/Tran - 129556:	6,005.08
129557 7/21/22	CHK	10869	SLATE ROCK SAFETY	FR CLOTHING	-17.64
				FR CLOTHING	213.68
				Total for Check/Tran - 129557:	196.04
129558 7/21/22	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLIFORM/E. COLI & P/A	23.00
				TESTING: COLIFORM/E. COLI & P/A	23.00
				TESTING: COLIFORM/E. COLI & P/A	23.00
				TESTING: COLIFORM/E. COLI & P/A	23.00
				TESTING: COLIFORM/E. COLI & P/A	23.00
				TESTING: TOTAL COLIFORM/E. COLI & P/A	46.00
				Total for Check/Tran - 129558:	161.00
129559 7/21/22	CHK	10868	TETRA TECH INC	RISK/EMERGENCY RESPONSE PLANNING-MAY2022	5,812.00
129560 7/21/22	CHK	10250	TYNDALE COMPANY, INC	PUD CLOTHING	29.91

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PUD CLOTHING	103.15
				PUD CLOTHING	48.21
				PUD CLOTHING	43.34
				WORK BOOTS	224.59
				PUD CLOTHING	84.21
				CLOTHING	74.45
				PUD CLOTHING	70.76
				PUD CLOTHING	56.75
				PUD CLOTHING	67.74
				PUD CLOTHING	16.47
				PUD CLOTHING	45.77
				CLOTHING	175.76
				CLOTHING	74.45
				PUD CLOTHING	51.88
				PUD CLOTHING	123.29
				PUD CLOTHING	122.68
				PUD CLOTHING	123.28
				PUD CLOTHING	81.21
				PUD CLOTHING	71.95
				PUD CLOTHING	8.00
				Total for Check/Tran - 129560:	1,697.85
129561 7/21/22	CHK	10252	ULINE	SHLEIVING	3,303.16
				PLASTIC BINS-TRUCK ORGANIZATION	105.15
				Total for Check/Tran - 129561:	3,408.31
129562 7/21/22	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	14,198.01
				PL DEFERRED COMP ER	5,915.27
				Total for Check/Tran - 129562:	20,113.28
129563 7/21/22	CHK	10274	WESTBAY AUTO PARTS, INC.	VEH#207 RETURN - HEADLIGHT DIMMER SWITCH	-58.07
				MOWER - V BELT	11.85
				VEH#130 - BATTERY	256.25

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				VEH#210 - DRAIN PLUG	24.07
Total for Check/Tran - 129563:					234.10

Total Payments for Bank Account - 1 :	(116)	1,174,353.73
Total Voids for Bank Account - 1 :	(1)	84.98
Total for Bank Account - 1 :	(117)	1,174,438.71
Grand Total for Payments :	(116)	1,174,353.73
Grand Total for Voids :	(1)	84.98
Grand Total :	(117)	1,174,438.71

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 07/22/2022

Empl	Position	Check #	Check Date	Amount
3032	CUSTOMER SERVICE REP	71025	7/22/2022	1,321.46
2003	WATER TREATMENT PLANT OPERATOR III	71026	7/22/2022	2,459.36
1058	INTERN	71027	7/22/2022	413.59
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71028	7/22/2022	3,457.42
				\$ 7,651.83

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL
PAY DATE: 07/22/2022

Empl	Position	Pay Date	Net Pay
3046	ACCOUNTING TECH 1	7/22/2022	1,453.63
3052	ADMINISTRATIVE ASSISTANT	7/22/2022	2,374.15
4006	COMMISSIONER DIST 1	7/22/2022	2,477.21
4004	COMMISSIONER DIST 2	7/22/2022	966.15
4008	COMMISSIONER DIST 3	7/22/2022	951.65
3034	COMMUNICATIONS DIRECTOR	7/22/2022	3,167.00
3002	CUSTOMER SERVICE COORDINATOR	7/22/2022	1,507.36
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	7/22/2022	1,412.79
3022	CUSTOMER SERVICE REP	7/22/2022	1,463.24
3048	CUSTOMER SERVICE REP	7/22/2022	1,443.25
3056	CUSTOMER SERVICE REP	7/22/2022	1,262.70
3062	CUSTOMER SERVICE REP	7/22/2022	1,099.20
3060	DIGITAL COMMUNICATIONS SPECIALIST	7/22/2022	2,309.36
1027	ELECTRICAL ENGINEERING MANAGER	7/22/2022	3,160.14
1041	ELECTRICAL SUPERINTENDENT	7/22/2022	4,392.65
2007	ENGINEERING DIRECTOR	7/22/2022	3,552.32
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	7/22/2022	2,130.28
3033	FINANCE DIRECTOR	7/22/2022	4,642.91
3029	FINANCE SERVICES MANAGER	7/22/2022	2,400.86
1046	FLEET/WAREHOUSE HELPER	7/22/2022	2,544.71
1012	FOREMAN LINEMAN	7/22/2022	4,941.24
1011	GENERAL MANAGER	7/22/2022	5,024.68
1042	GIS SPECIALIST	7/22/2022	2,443.83
1017	HEAD STOREKEEPER	7/22/2022	2,649.86
3063	HUMAN RESOURCES COORDINATOR	7/22/2022	2,143.34
3047	HUMAN RESOURCES DIRECTOR	7/22/2022	3,638.69
3008	INFORMATION TECHNOLOGY MANAGER	7/22/2022	3,328.85
3028	IT SUPPORT TECHNICIAN	7/22/2022	1,773.98
1000	LINEMAN	7/22/2022	5,520.04
1034	LINEMAN	7/22/2022	8,109.53
1055	LINEMAN	7/22/2022	3,348.96
1043	METER READER	7/22/2022	1,834.02
1047	METER READER	7/22/2022	1,870.18
1056	METER READER	7/22/2022	1,862.14
1056	METER READER	7/22/2022	1,453.24
1037	OPERATIONS DIRECTOR	7/22/2022	3,435.31
1050	PRE-APPRENTICE	7/22/2022	3,248.53
3004	RESOURCE MANAGER	7/22/2022	2,608.82
1010	SCADA ENGINEER II	7/22/2022	2,425.45
1003	SCADA TECH APPRENTICE	7/22/2022	3,267.71
3020	SERVICES DIRECTOR	7/22/2022	2,927.72
1026	STAKING ENGINEER	7/22/2022	2,201.37
1031	STAKING ENGINEER	7/22/2022	2,568.70
1014	STOREKEEPER	7/22/2022	2,510.94
1015	SUBSTATION/METER FOREMAN	7/22/2022	6,079.21
1033	SUBSTATION/METERING TECH	7/22/2022	3,451.43
3013	UTILITY ACCOUNTANT II	7/22/2022	1,507.33
3039	UTILITY ACCOUNTANT II	7/22/2022	1,744.27
3003	UTILITY BILLING CLERK	7/22/2022	1,562.87
3027	UTILITY BILLING CLERK	7/22/2022	1,591.70
3000	UTILITY BILLING COORDINATOR	7/22/2022	1,690.25
2000	WATER DISTRIBUTION MANAGER II	7/22/2022	2,306.98
2001	WATER DISTRIBUTION MANAGER II	7/22/2022	2,296.99
2002	WATER DISTRIBUTION MANAGER II	7/22/2022	2,164.98
2005	WATER DISTRIBUTION MANAGER II	7/22/2022	2,471.58
			146,716.28

Jefferson County PUD No. 1

June 2022 Cash Flow

Current Month:	JUNE		
	Electric	Water	Combined
Total Funds from Operations	\$ 387,203	\$ 33,874	\$ 421,077
(Increase)/Decrease in Operating Assets	\$ 1,037,423	\$ (12,458)	\$ 1,024,965
Increase/(Decrease) in Operating Liabilities	<u>\$(1,498,643)</u>	<u>\$ (18,928)</u>	<u>\$(1,517,572)</u>
Cash from Operating Activities	<u>\$ (74,017)</u>	<u>\$ 2,487</u>	<u>\$ (71,530)</u>
Cash from Investment Activities	<u>\$ (178,564)</u>	<u>\$ (6,546)</u>	<u>\$ (185,110)</u>
Cash from Financing Activities	<u>\$ (889,784)</u>	<u>\$ -</u>	<u>\$ (889,784)</u>
Cash from All Activities	<u>\$ (1,142,365)</u>	<u>\$ (4,058)</u>	<u>\$(1,146,423)</u>
Total Cash Beginning of Period	<u>\$ 1,392,365</u>	<u>\$ 176,268</u>	<u>\$ 1,568,633</u>
Total Cash End of Period	<u><u>\$ 250,000</u></u>	<u><u>\$ 172,210</u></u>	<u><u>\$ 422,210</u></u>

Year-To-Date Through:	JUNE		
	Electric	Water	Combined
Total Funds from Operations	\$ 6,439,504	\$ 593,341	\$ 7,032,845
(Increase)/Decrease in Operating Assets	\$ 2,484,665	\$ 90,084	\$ 2,574,749
Increase/(Decrease) in Operating Liabilities	<u>\$(3,229,943)</u>	<u>\$(147,583)</u>	<u>\$(3,377,526)</u>
Cash from Operating Activities	<u>\$ 5,694,226</u>	<u>\$ 535,842</u>	<u>\$ 6,230,067</u>
Cash from Investment Activities	<u>\$(4,861,917)</u>	<u>\$(230,312)</u>	<u>\$(5,092,229)</u>
Cash from Financing Activities	<u>\$ (1,789,704)</u>	<u>\$(327,163)</u>	<u>\$(2,116,867)</u>
Cash from All Activities	<u>\$ (957,395)</u>	<u>\$ (21,634)</u>	<u>\$ (979,029)</u>
Total Cash Beginning of Period	<u>\$ 1,207,395</u>	<u>\$ 193,844</u>	<u>\$ 1,401,239</u>
Total Cash End of Period	<u><u>\$ 250,000</u></u>	<u><u>\$ 172,210</u></u>	<u><u>\$ 422,210</u></u>

Electric Utility—During the month of June, cash reserves decreased by \$1,142,365. For the year, \$957,395 has been used from reserves.

Water Utility—During the month of June, cash reserves were reduced by \$4,058. For the year, \$21,634 has been used out of reserves to balance activities.

Combined Utility—During the month of June, cash reserves were decreased by \$1,146,423. For the year, \$979,029 has been used out of reserves to balance activities.

Jefferson County PUD No. 1
Electric Division
Statement of Operations
As of June 30, 2022

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	21,330,240	23,246,250	22,285,520	2,537,580
2. Power Production Expense	0	0	0	0
3. Cost of Purchased Power	7,898,026	8,418,202	8,145,144	937,376
4. Transmission Expense	948,110	1,096,538	1,032,033	84,877
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	908,140	997,258	1,248,999	139,186
7. Distribution Expense - Maintenance	1,594,395	1,494,593	2,380,541	153,699
8. Consumer Accounts Expense	818,100	736,359	1,084,226	131,384
9. Customer Service and Informational Expense	14,896	7,190	16,159	5,315
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	1,793,029	1,910,192	2,635,966	351,035
12. Total Operation & Maintenance Expense (2 thru 11)	13,974,696	14,660,332	16,543,068	1,802,872
13. Depreciation & Amortization Expense	2,762,218	2,808,766	2,759,908	478,568
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	1,230,144	1,345,260	1,262,035	147,660
16. Interest on Long-Term Debt	1,289,051	1,235,951	1,331,818	211,950
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	0	0	0
20. Total Cost of Electric Service (12 thru 19)	19,256,109	20,050,309	21,896,829	2,641,050
21. Patronage Capital & Operating Margins (1 minus 20)	2,074,131	3,195,941	388,691	(103,470)
22. Non Operating Margins - Interest	1,327	1,716	6,048	450
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	1,110,755	974,471	933,022	179,402
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	0	15,576	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	3,186,213	4,187,704	1,327,761	76,382

Times Interest Earned Ratio (TIER) (Year to Date)	3.47	4.39	2.00
Operating Times Interest Earned Ratio (OTIER) (Year to Date)	2.61	3.59	1.29
Debt Service Coverage Ratio (DSC) (Year to Date)	2.44	2.76	1.81
Operating Debt Service Coverage Ratio (ODSC) (Year to Date)	2.07	2.42	1.50
Rolling 12 Month TIER	2.67	3.18	

Jefferson County PUD No. 1
Electric Division
Balance Sheet
June 30, 2022

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	189,980,959	29. Memberships	0
2. Construction Work in Progress	8,003,372	30. Patronage Capital	0
3. Total Utility Plant (1+2)	197,984,331	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	74,258,043	32. Operating Margins - Current Year	3,195,940
5. Net Utility Plant (3-4)	123,726,288	33. Non-Operating Margins	991,763
6. Nonutility Property - Net	86,661	34. Other Margins & Equities	35,457,538
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	39,645,241
8. Invest. in Assoc. Org. - Patronage Capital	79,154	36. Long-Term Debt RUS (Net)	91,059,171
9. Invest. in Assoc. Org. - Other - General Funds	1,010	37. Long-Term Debt - Other (Net)	0
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	91,059,171
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	(3,958,650)
13. Special Funds	94,250	41. Total Other Noncurrent Liabilities (39+40)	(3,958,650)
14. Total Other Property & Investments (6 thru 13)	261,075	42. Notes Payable	0
15. Cash-General Funds	249,999	43. Accounts Payable	1,939,581
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	30,650
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	5,432,819	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	1,984,445	48. Other Current & Accrued Liabilities	1,918,082
21. Accounts Receivable - Net Other	(5,399,068)	49. Total Current & Accrued Liabilities (42 thru 48)	3,888,313
22. Renewable Energy Credits	0	50. Deferred Credits	4,484,510
23. Materials & Supplies - Electric and Other	5,562,929	51. Total Liabilities & Other Credits (35+38+41+49+50)	135,118,585
24. Prepayments	309,025		
25. Other Current & Accrued Assets	2,496,525	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	10,636,674	Balance Beginning of Year	0
27. Deferred Debits	494,548	Amounts Received This Year (Net)	932,991
28. Total Assets & Other Debits (5+14+26+27)	135,118,585	TOTAL Contributions-In-Aid-Of-Construction	932,991

Equity Ratio **29.34%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **45.99%**
 (Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1
Power Requirements
As of June 30, 2022

PART C. POWER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JUNE CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly KWH SALES AND REVENUE (d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	17,955	17,919	
	b. KWH Sold			13,503,911
	c. Revenue			1,633,244
2. Residential Sales - Seasonal	a. No. Consumers Served	5	5	
	b. KWH Sold			0
	c. Revenue			0
3. Irrigation Sales	a. No. Consumers Served	2	2	
	b. KWH Sold			230
	c. Revenue			86
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,453	2,431	
	b. KWH Sold			4,759,587
	c. Revenue			560,693
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	21	21	
	b. KWH Sold			8,023,224
	c. Revenue			305,184
6. Public Street & Highway Lighting	a. No. Consumers Served	209	209	
	b. KWH Sold			17,164
	c. Revenue			16,555
7. Non Metered Device Authority	a. No. Consumers Served	8	8	
	b. KWH Sold			0
	c. Revenue			1,892
8. Sales for Resales-RUS Borrowers	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
9. Sales for Resales-Other	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		20,653	20,595	
11. TOTAL KWH Sold (lines 1b thru 9b)				26,304,116
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				2,517,654
13. Transmission Revenue				0
14. Other Electric Revenue				19,926
15. KWH - Own Use				0
16. TOTAL KWH Purchased				25,119,804
17. TOTAL KWH Generated				
18. Cost of Purchases and Generation				937,376
19. Interchange - KWH - Net				
20. Peak - Sum All KW Input (Metered)				48,841

Electric Division
Comparison 2022 Budget to 2022 Actuals Year to Date Through JUNE

	2022 Budget JUNE YTD	2022 Actuals JUNE YTD	Variance
1. Operating Revenue and Patronage Capital	22,285,520	23,246,250	960,730
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	8,145,144	8,418,202	273,058
4. Transmission Expense	1,032,033	1,096,538	64,505
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	1,248,999	997,258	(251,741)
7. Distribution Expense - Maintenance	2,380,541	1,494,593	(885,948)
8. Consumer Accounts Expense	1,084,226	736,359	(347,867)
9. Customer Service and Informational Expense	16,159	7,190	(8,969)
10. Sales Expense	0	0	0
11. Administrative and General Expense	2,635,966	1,910,192	(725,774)
12. Total Operation & Maintenance Expense (2 thru 11)	16,543,068	14,660,332	(1,882,736)
13. Depreciation & Amortization Expense	2,759,908	2,808,766	48,858
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	1,262,035	1,345,260	83,225
16. Interest on Long-Term Debt	1,331,818	1,235,951	(95,867)
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	0	0
20. Total Cost of Electric Service (12 thru 19)	21,896,829	20,050,309	(1,846,520)
21. Patronage Capital & Operating Margins (1 minus 20)	388,691	3,195,941	2,807,250
22. Non Operating Margins - Interest	6,048	1,716	(4,332)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	933,022	974,471	41,449
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	15,576	15,576
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	1,327,761	4,187,704	2,859,943

Jefferson County PUD No. 1
Water Division
Statement of Operations
As of June 30, 2022

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	1,248,128	1,637,001	1,253,757	290,845
2. Power Production Expense	138	0	0	0
3. Cost of Purchased Power	60,873	64,949	64,266	9,666
4. Transmission Expense	0	0	0	0
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	307,002	394,958	493,111	61,651
7. Distribution Expense - Maintenance	92,157	248,180	318,274	105,395
8. Consumer Accounts Expense	124,353	71,560	163,466	11,785
9. Customer Service and Informational Expense	0	0	0	0
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	508,752	364,617	633,460	58,367
12. Total Operation & Maintenance Expense (2 thru 11)	1,093,275	1,144,264	1,672,577	246,864
13. Depreciation & Amortization Expense	385,502	389,323	213,163	64,936
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	63,277	75,738	61,473	12,830
16. Interest on Long-Term Debt	111,201	150,061	100,140	21,485
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	0	0	0
20. Total Cost of Water Service (12 thru 19)	1,653,255	1,759,386	2,047,353	346,115
21. Patronage Capital & Operating Margins (1 minus 20)	(405,127)	(122,385)	(793,596)	(55,270)
22. Non Operating Margins - Interest	22,698	22,895	27,059	3,037
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	298,715	288,224	255,251	18,853
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	0	1,731	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	(83,714)	190,465	(511,286)	(33,380)

Jefferson County PUD No. 1
Water Division
Balance Sheet
June 30, 2022

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	31,164,151	29. Memberships	0
2. Construction Work in Progress	1,710,839	30. Patronage Capital	0
3. Total Utility Plant (1+2)	32,874,990	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	13,594,969	32. Operating Margins - Current Year	(122,386)
5. Net Utility Plant (3-4)	19,280,021	33. Non-Operating Margins	312,849
6. Nonutility Property - Net	2,156,801	34. Other Margins & Equities	23,005,418
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	23,195,881
8. Invest. in Assoc. Org. - Patronage Capital	0	36. Long-Term Debt RUS (Net)	0
9. Invest. in Assoc. Org. - Other - General Funds	0	37. Long-Term Debt - Other (Net)	4,923,192
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	4,923,192
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	0
13. Special Funds	170,817	41. Total Other Noncurrent Liabilities (39+40)	0
14. Total Other Property & Investments (6 thru 13)	2,327,618	42. Notes Payable	732,928
15. Cash-General Funds	172,210	43. Accounts Payable	(4,273,045)
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	700
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	2,129,851	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	207,123	48. Other Current & Accrued Liabilities	39,075
21. Accounts Receivable - Net Other	301,957	49. Total Current & Accrued Liabilities (42 thru 48)	(3,500,342)
22. Renewable Energy Credits	0	50. Deferred Credits	0
23. Materials & Supplies - Electric and Other	35,015	51. Total Liabilities & Other Credits (35+38+41+49+50)	24,618,731
24. Prepayments	0		
25. Other Current & Accrued Assets	164,936	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	3,011,092	Balance Beginning of Year	0
27. Deferred Debits	0	Amounts Received This Year (Net)	87,551
28. Total Assets & Other Debits (5+14+26+27)	24,618,731	TOTAL Contributions-In-Aid-Of-Construction	87,551

Equity Ratio **94.22%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **14.98%**
 (Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1
Water Requirements
As of June 30, 2022

PART C. WATER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JUNE CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly Gallons SALES AND REVENUE (d)
1. Unmetered Water Sales	a. No. Consumers Served	13	13	
	b. Gallons Sold			6,900
	c. Revenue			1,487
2. Metered Residential Sales -	a. No. Consumers Served	4,612	4,598	
	b. Gallons Sold			14,945,924
	c. Revenue			220,909
3. Metered Commercial Sales	a. No. Consumers Served	318	317	
	b. Gallons Sold			4,571,130
	c. Revenue			45,231
4. Residential Multi-Family	a. No. Consumers Served	47	47	
	b. Gallons Sold			145,360
	c. Revenue			3,338
5. Metered Bulk Loadings	a. No. Consumers Served	0	0	
	b. Gallons Sold			0
	c. Revenue			0
6. Public Authority	a. No. Consumers Served	6	5	
	b. Gallons Sold			0
	c. Revenue			0
7. Master Meters	a. No. Consumers Served	22	22	
	b. Gallons Sold			3,818,762
	c. Revenue			0
8. Sewer/Drain Field--Residential	a. No. Consumers Served	376	376	
	b. Gallons Sold			0
	c. Revenue			18,760
9. Sales for Resales-Other	a. No. Consumers Served			
	b. Gallons Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		5,394	5,378	
11. TOTAL Gallons Sold (lines 1b thru 9b)				23,488,076
12. TOTAL Revenue Received From Sales of Water Gallons (line 1c thru 9c)				289,725
13. Bulk Water Gallons Sold Revenue				
14. Other Water Revenue				1,120
15. Gallons - Own Use				0
16. TOTAL Gallons Purchased				
17. TOTAL Gallons Produced				29,065,079
18. Cost of Purchases and Generation				9,666

Water Division
Comparison 2022 Budget to 2022 Actuals Year to Date Through JUNE

	2022 Budget JUNE YTD	2022 Actuals JUNE YTD	Variance
1. Operating Revenue and Patronage Capital	1,253,757	1,637,001	383,244
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	64,266	64,949	683
4. Transmission Expense	0	0	0
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	493,111	394,958	(98,153)
7. Distribution Expense - Maintenance	318,274	248,180	(70,094)
8. Consumer Accounts Expense	163,466	71,560	(91,906)
9. Customer Service and Informational Expense	0	0	0
10. Sales Expense	0	0	0
11. Administrative and General Expense	633,460	364,617	(268,843)
12. Total Operation & Maintenance Expense (2 thru 11)	1,672,577	1,144,264	(528,313)
13. Depreciation & Amortization Expense	213,163	389,323	176,160
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	61,473	75,738	14,265
16. Interest on Long-Term Debt	100,140	150,061	49,921
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	0	0
20. Total Cost of Water Service (12 thru 19)	2,047,353	1,759,386	(287,967)
21. Patronage Capital & Operating Margins (1 minus 20)	(793,596)	(122,385)	671,211
22. Non Operating Margins - Interest	27,059	22,895	(4,164)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	255,251	288,224	32,973
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	1,731	1,731
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	(511,286)	190,465	701,751

Jefferson County PUD No. 1
Cash and Cash Equivalents
As of June 30, 2022

<u>G/L #</u>	<u>Account Description</u>	<u>Balance</u>
1 131.11	Operating Depository Account - Bank of America	\$368,316
2 131.01	Cash-Jeff Co Treasurer General Account	127,433
2 131.11	1996 Bond LUD #8 - Jefferson Co. Treasurer	31,644
2 131.10	1996 Bond LUD #6 - Jefferson Co. Treasurer	9,209
2 131.12	1999 Bond LUD #11 - Jefferson Co. Treasurer	2,190 Restricted
1 135.21	Working Funds - Petty Cash and CSR Drawers	1,850
2 131.14	2009 Bond LUD #14 - Jefferson Co. Treasurer	1,292 Restricted
2 131.15	2008 Bond LUD #15 - Jefferson Co. Treasurer	292 Restricted
2 135.21	Cash Held in Trust by Property Manager	150
1 131.16	Payroll Clearing Account - 1st Security Bank	18
1 131.12	Operating Account - Jefferson Co. Treasurer	-120,184
TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS		\$422,210
1 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	\$3,344,516
1 136.17	Tax Revenue Investment Fund - Jefferson Co. Treasurer	1,925,000
2 136.14	LUD #14 Bond Investment - Jefferson Co. Treasurer	1,011,161 Restricted
2 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	748,047
2 136.15	LUD #15 Bond Investment - Jefferson Co. Treasurer	370,643 Restricted
1 136.10	Operating Account Related Investment - Jefferson Co. Treasurer	163,303
TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS		\$7,562,670
2 126.31	Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	\$164,817 Restricted
1 126.10	Capital Reserves	94,000 Restricted
2 126.10	Capital Reserves	6,000 Restricted
1 128.00	Other Special Funds	250 Restricted
TOTAL LINE 13. BALANCE SHEET-SPECIAL FUNDS		\$265,067
RESTRICTED CASH BALANCE--JUNE 2022		\$1,650,645
NON-RESTRICTED CASH BALANCE--JUNE 2022		\$6,599,302
TOTAL CASH AND CASH EQUIVALENTS IN BANK--JUNE 2022		\$8,249,947
TOTAL CASH AND CASH EQUIVALENTS IN BANK--MAY 2022		\$9,827,311
Change in Bank Balance		(\$1,577,364)



Monthly and Year to Date Financial Report

Budget Summary ending 6/30/2022

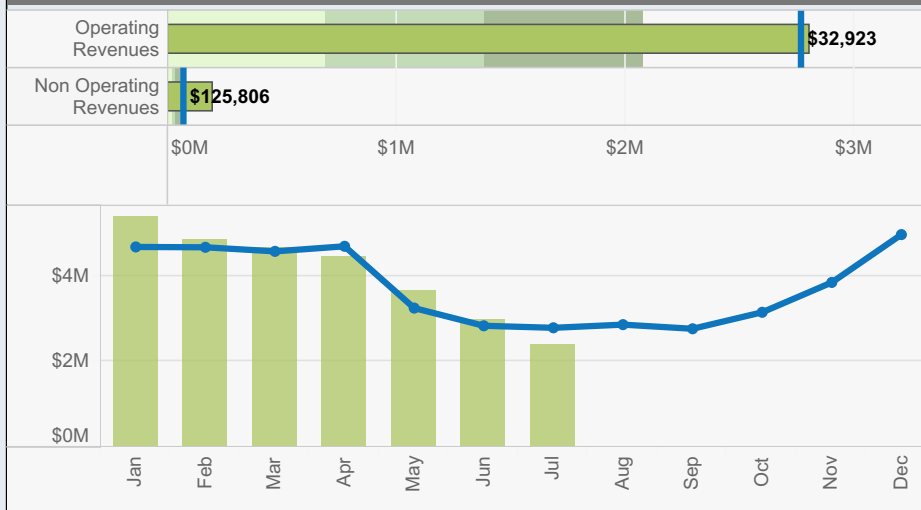
Utility
All

Department
All

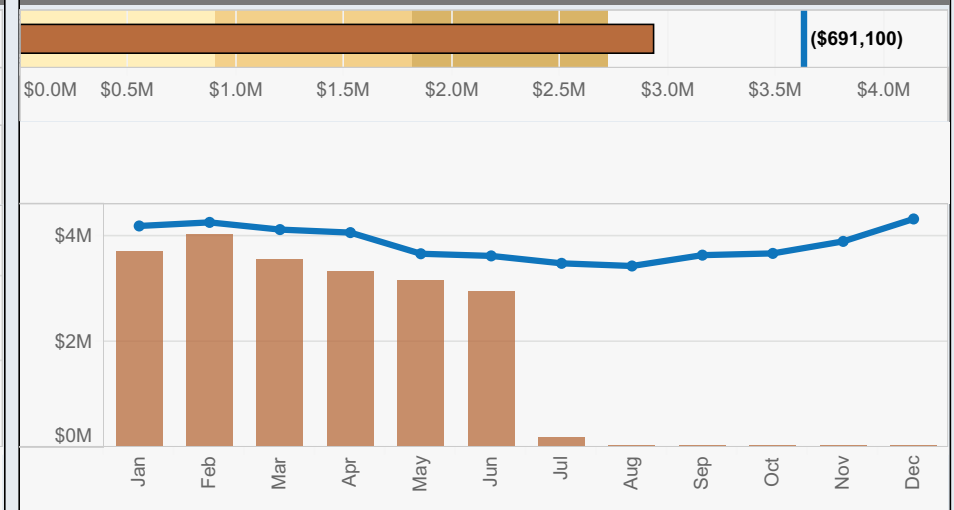
Date End
6/30/2022

YTD and Month Ending June 2022

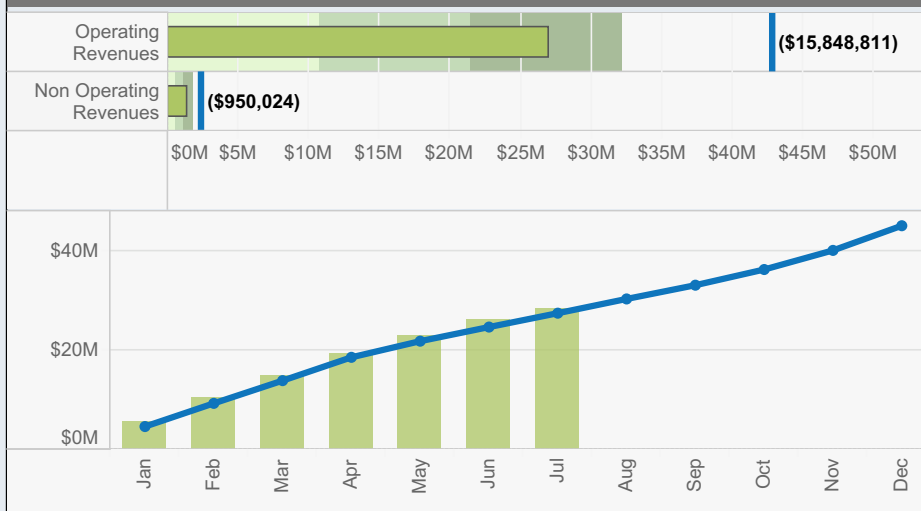
Monthly Revenues - Budget to Actual



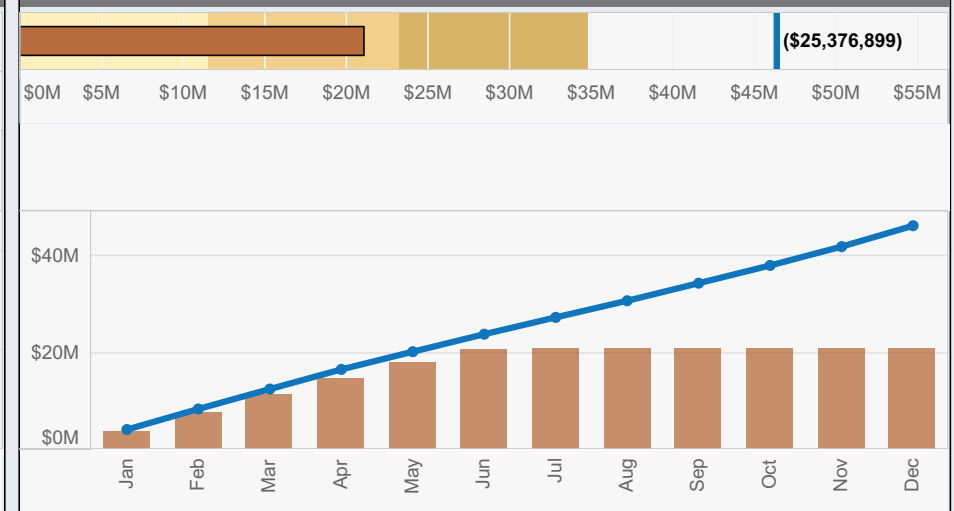
Monthly Cost of Service - Budget to Actual



YTD Revenues - Budget to Actual



YTD Cost of Service - Budget to Actual





Monthly and Year to Date Financial Report

Summary ending 6/30/2022

Utility
All

Department
All

Date End
6/30/2022

YTD and Month Ending June 2022

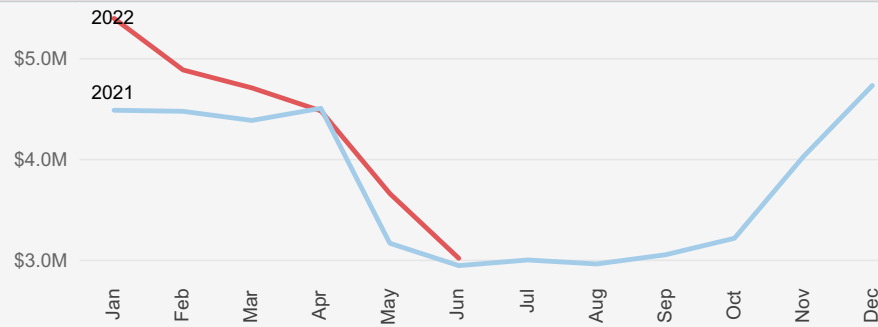
Monthly Revenues

Operating Revenues

\$2,828,426

Non-Operating Revenues

\$201,742

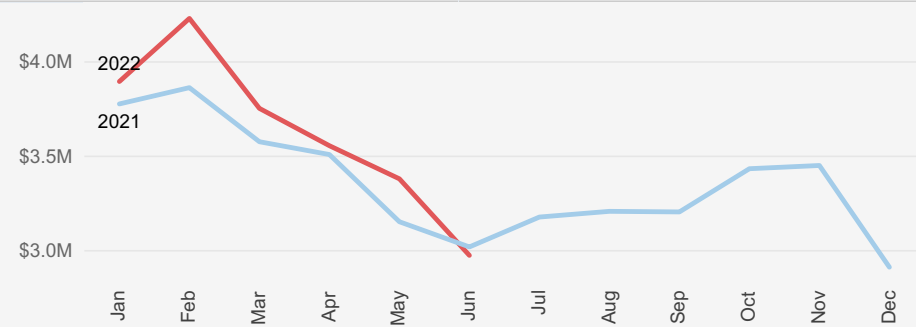


Monthly Cost of Service

Margins

\$2,977,289

\$52,879



YTD Revenues

Operating Revenues

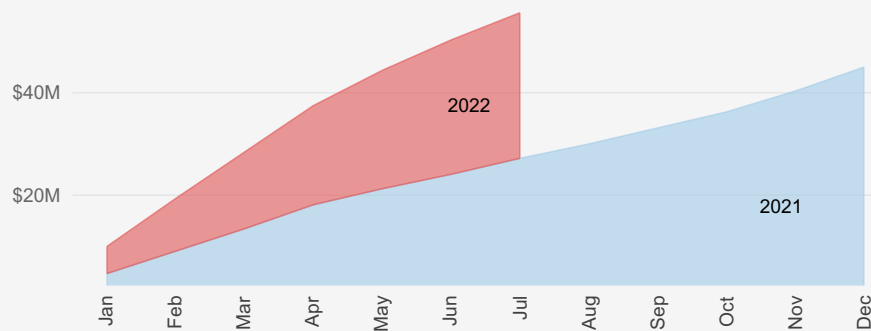
\$24,883,251

Non-Operating Revenues

\$1,287,306

Other Capital Credits and Patr..

\$17,307

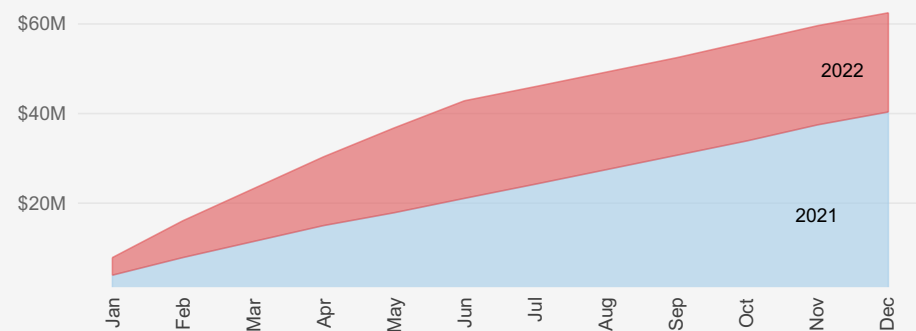


YTD Cost of Service

Margins

\$21,799,820

\$4,388,043



    Received 		From	Subject	Size
Tuesday				
	Tue 12:52 PM	Pogo Here	Pop Alliance invitation to chat prior to 2 Aug PUD meeting	31 KB
Last Week				
	Sat 7/23	PT Poplars	Fwd: Proposed "Trimming" of the Gateway Poplar Street Trees by PUD	2 MB
	Sat 7/23	joni blanchard	Re: Proposed "Trimming" of the Gateway Poplar Street Trees by PUD	59 KB
	Sat 7/23	PT Poplars	Proposed "Trimming" of the Gateway Poplar Street Trees by PUD	43 KB
	Thu 7/21	Jessica Dillon	CAB hiatus	19 KB
	Thu 7/21	Annette Huenke	on a related topic...	27 KB
	Thu 7/21	Annette Huenke	broadband	16 KB
	Wed 7/20	Tom Engel	revamping CAB	18 KB
	Tue 7/19	Tom Thiersch	PUBLIC COMMENT regarding Internet Service agreement & AUP	23 KB

Calendar of meetings for August and September 2022

August 2, 2022, Regular BOC Meeting, in person and ZOOM 3:00-5:30 310 Four Corners Rd.

August 5, 2022, Chamber of Commerce talk on Broadband

August 9, 2022, Special Meeting, Review of CAB policies 10:00-12:00 in person and ZOOM. 310 Four Corners Rd

August 12-14, 2022, Jefferson County Fair. Will to coordinate days and times

August 16, 2022, Regular BOC Meeting, in person and ZOOM 3:00-5:30 310 Four Corners Rd.

August 18, 2022, ICG Meeting, 5:00 Virtual

August 20, 2022, All County Picnic

August 23, 2022, ½ Day Commissioner Retreat. Place and time to be determined at a later date.

September 1, 2022, West Sound Broadband Summit, Time and place TBD

September 5, 2022, Labor Day Holiday. Offices Closed

September 6, 2022, Regular BOC Meeting, in person and ZOOM 3:00-5:30 310 Four Corners Rd.

September 8, 2022, Contractor Lunch 11:00, 191 Otto Street

September 13, 2022, Special Meeting 10:00-12:00 (Possible meeting with the City, Port and the PUD re: Poplar Trees)

September 14-16, 2022, WPUDA Association Meetings location TBA

September 20, 2022, Regular BOC Meeting, in person and ZOOM 3:00-5:30 310 Four Corners Rd.

September 21-23, 2022, Water Workshop, Spokane, WA. Registration not available yet

September 27, 2022, Special Meeting 10:00-12:00 TBD



July 29, 2022

Rural Development

Rural Utilities Service

1400 Independence Ave
SW, Room 4121 Stop 1510
Washington, DC 20250

Voice 202.720.9540

Mr. Kenneth Collins
President
Public Utility District No. 1 of Jefferson County, Washington
310 Four Corners Road
PUD Operations Center
Port Townsend, Washington 98368-9368

Dear Mr. Collins:

We are pleased to advise you that a treasury rate loan commitment in the amount of \$5,430,000 has been approved for Public Utility District No. 1 of Jefferson County, Washington (Jefferson County PUD), by the Rural Utilities Service (RUS). Under this commitment, RUS will provide a loan in the amount of \$5,430,000 to Jefferson County PUD from RUS. The proceeds of the treasury rate loan, designated "D45", are to be used by Jefferson County PUD to finance only the system extensions and additions described in the RUS Form 740c, Cost Estimates and Loan Budget for Electric Borrowers, dated June 24, 2022, enclosed and made a part hereof. Written approval by RUS must be obtained prior to the advancement of any loan proceeds for use for system extensions and additions that are not specifically listed on the enclosed RUS Form 740c.

The "D45" loan contract and related documents, together with instructions, will be forwarded in the future for execution. The "D45" loan is approved with the understanding that the loan documents will be authorized and executed by your organization and returned to us by the date set forth in the letter transmitting the documents.

Before funds are advanced, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Technology and Cybersecurity and Infrastructure Security Administration.

Please note that this letter does not constitute an approval to advance the loan proceeds. Proceeds are eligible for advancement on the "D45" after all conditions below have been met and the proper advance request documentation has been submitted to RUS:

1. The RUS has entered into a contract with Jefferson County PUD to finance the system extensions and additions described on the enclosed RUS Form 740c;
2. Jefferson County PUD has submitted evidence, in form and substance satisfactory to the Administrator, that Jefferson County PUD has duly authorized, executed, and has delivered to the Administrator a RUS Loan Contract, and a Treasury Rate Note in the manner prescribed by the Administrator; and,
3. Jefferson County PUD has submitted evidence, in form and substance satisfactory to the Administrator, that Jefferson County PUD has duly authorized, executed, delivered, recorded, and filed a mortgage or other security instrument, if required, which is in form and substance satisfactory to the Administrator.

Please note that the approval of this loan commitment is an offer to Jefferson County PUD of the "D45" treasury rate loan. Your acknowledgment and acceptance of the "D45" treasury rate loan is subject to the specified terms and conditions identified above.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2019, Pub. L. 114-113, Division E, Title VII, Sections 745 and 746, as amended and/or subsequently enacted for USDA agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies. Please see the attached certification for compliance with these requirements.

Your acknowledgement and acceptance must be received by RUS, no later than 14 calendar days from the date of this letter, otherwise the commitment will be VOID. The Chairman or the Board President authorized by your organization to execute the loan documents must execute by signing, dating and returning the commitment letter and completed Form AD-3031 via an email attachment to:


Karen Hargrove
Email Address: loancommitment@wdc.usda.gov

If email is not possible, the signed document can be faxed to 1-844-875-8076. The original executed and dated commitment will remain in your files.

Sincerely,

**CHRISTOPHER
MCLEAN**

CHRISTOPHER A. McLEAN
Assistant Administrator
Electric Program
Rural Utilities Service

 Digitally signed by CHRISTOPHER
MCLEAN
Date: 2022.07.29 14:29:07 -04'00'

ACKNOWLEDGED AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____

Attachments: RUS Form 740c
Form AD-3031

cc: Mr. Kevin Streett, General Manager



**Assurance Regarding Felony Conviction
or Tax Delinquent Status for Corporate Applicants**

AD-3031

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). The authority for requesting the following information for U.S. Department of Agriculture (USDA) agencies and staff offices is in § 744 and 745 of the Consolidated Appropriations Act, 2019, Pub. L. 116-6 as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2019, Pub. L. 116-6, Division E, Title VII, sections § 744 and 745, as amended and/or subsequently enacted for U.S. Department of Agriculture (USDA) agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the corporation recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and/or** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

APPLICANT'S SIGNATURE

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A
REPRESENTATIVE CAPACITY

BUSINESS NAME

DATE SIGNED (MM-DD-YYYY)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0032. The time required to complete this information collection is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This data will be used by RUS to review your financial situation. Your response is required (7 USC 901 et seq.) and is not confidential.

USDA-RUS			Form Approved OMB No. 0572-0032	
COST ESTIMATES AND LOAN BUDGET			BORROWER AND LOAN DESIGNATION	
FOR ELECTRIC BORROWERS			Public Utility District No. 1 of Jefferson County--WA06 D45 Loan	
To: U.S. Dept. of Agriculture, RUS, Washington, D. C. 20250			COST ESTIMATES AS OF: (Month, Year)	
INSTRUCTIONS See tabs "Pg1 Instr" through "Pg4 Instr"			Feb-22	
SECTION A. COST ESTIMATES			2025 ^{wg} LOAN PERIOD 3 YEARS 2022-2024 CWP inclusive of Amendment #?, #...s???	
1. DISTRIBUTION			COST ESTIMATES	RUS USE ONLY
100 a. New Line: (Excluding Tie-Lines)				
Construction Consumers Miles				
101	URD 1 PH	0 @ \$0 0.00	\$0	
	URD 3 PH	0 @ \$0 0.00	\$0	
102	OH 1 PH	0 @ \$0 0.00	\$0	
	OH 3 PH	0 @ \$0 0.00	\$0	
Total Consumers . . .		0		
		Total Miles	0.00	
		Less Contributions	0	
Subtotal (New Line - code 100)			\$0	
200 b. New Tie-Lines				
Line Designation Miles				
201		0.00	\$0	
202		0.00	0	
203		0.00	0	
204		0.00	0	
Subtotal Code 200 from page 1A			0	
Subtotal Code 200 (Includes subtotals from pages 1A)			\$0	
300 c. Conversion and Line Changes				
Line Designation Miles				
301		0.00	\$0	
302		0.00	0	
303		0.00	0	
304		0.00	0	
305		0.00	0	
306		0.00	0	
307		0.00	0	
308		0.00	0	
309		0.00	0	
310		0.00	0	
Subtotal Code 300 from page 1A			0	
Subtotal Code 300			\$0	
400 d. New Substations, Switching Stations, Metering Points, etc.				
Station Designation kVA kV to kV				
401			\$0	
402			0	
403			0	
Subtotal			\$0	

BORROWER AND LOAN DESIGNATION

Public Utility District No. 1 of Jefferson County--WA060

SECTION A. COST ESTIMATES (cont.)					BORROWER'S COST ESTIMATES	RUS USE ONLY
500	e. Substation, Switching Station, Metering Point Changes					
	<u>Station Designation</u>	<u>Description of Changes</u>				
501					\$0	
502					0	
503					0	
504					0	
505					0	
506					0	
507					0	
508					0	
509					0	
	<i>Subtotal</i>				\$0	
600	f. Miscellaneous Distribution Equipment					
601	(1) Transformers and Meters					
	Construction	Transformers		Meters		
	URD 1 PH	0 0 \$0	1 PH	18450 ## \$203	\$3,745,350	
	URD 3 PH	0 0 \$0	3 PH	1500 ## \$209	\$313,500	
	OH 1 PH	0 @ \$0	1 PH AMR Unit	0 @ \$0	\$0	
		0 @ \$0	3 PH AMR Unit	0 @ \$0	\$0	
	<i>Subtotal code 601 . . . (included in total of all 600 codes below)</i>				\$4,058,850	
602	(2) Sets of Service Wires to increase Capacity					
603	(3) Sectionalizing Equipment					
604	(4) Regulators				0	
605	(5) Capacitors				0	
606	(6) Miscellaneous Replacements Poles and Associated Hardware Replacements:					
607	(7) Miscellaneous Replacements					
608	(8) Non-site Specific URD to URD or OH to OH Conductor Replacements in the same right of way				0	
609	(9) Unassigned				0	
610	(10) Unassigned				0	
611	(11) Unassigned				0	
612	(12) Step Up/Down Transformers				0	
613	(13) Min/Max Meters				0	
614	(14) Unassigned				0	
615	(15) Communications				0	
	<i>Subtotal ALL 600 codes</i>				\$4,058,850	
700	g. Other Distribution Items					
701	(1) Engineering Fees				\$0	
702	(2) Security Lights					
703	(3) Reimbursement of General Funds	Consumers 0	Miles	0.00	0	
704	(4) Load Management & SCADA				0	
705	(5) Automated Meter Reading Equip.				0	
706	(6) Broadband over Power line (BPL)				0	
	<i>Subtotal</i>				\$0	
	TOTAL DISTRIBUTION.....				\$4,058,850	
800	2. Transmission					
	a. New Line					
	<u>Line Designation</u>	<u>Voltage</u>	<u>Wire Size</u>	<u>Miles</u>		
801					\$0	
802					0	
803					0	
804					0	
805					0	
806					0	
807					0	
808					0	
	<i>Subtotal Code 800</i>				0.00	
					\$0	

COST ESTIMATE AND LOAN BUDGET FOR ELECTRIC BORROWERS BORROWER AND LOAN DESIGNATION Public Utility District No. 1 of Jefferson County--WA060

SECTION A. COST ESTIMATES (cont.)				BORROWER'S COST ESTIMATES	RUSUSE ONLY
900	b. New Substation, Switching Station, etc.				
	<u>Station Designation</u>	<u>kVA</u>	<u>kV TO kV</u>		
901				\$0	
902				0	
903				0	
904				0	
905				0	
906				0	
907				0	
	<i>Subtotal Code 900</i>			\$0	
1000	c. Line and Station Changes				
	<u>Line/Station Designation</u>	<u>Description of Changes</u>			
1001				\$0	
1002				0	
1003				0	
1004				0	
1005				0	
1006				0	
1007				0	
1008				0	
1009				0	
	<i>Subtotal Code 1000</i>			\$0	
1100	d. Other Transmission Items				
1101	(1)	R/W Procurement		\$0	
1102	(2)	Engineering Fees		0	
1103	(3)	Reimbursement of General Funds	Miles 0.00	0	
1104	(4)	Pole and Associated Hardware Replacement		0	
1105	(5)	Other Transmission		0	
	<i>Subtotal</i>			\$0	
	TOTAL TRANSMISSION.....			\$0	
1200	3. GENERATION (including Step-up Station at Plant)				
1201	a	Fuel	Nameplate Rating kW	\$0	
1202	b.			0	
	TOTAL GENERATION.....			\$0	
1300	4. HEADQUARTERS FACILITIES				
1301	a.	New or additional Facilities	(Attach RUS Form 740g)	\$1,371,705	
1302	b.			0	
	TOTAL HEADQUARTERS FACILITIES.....			\$1,371,705	

RUS Form 740c (V5,5/29/09)

PAGE 3 OF 4 PAGES

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SECTION A. COST ESTIMATES (cont.)		BORROWER'S COST ESTIMATES	RUS USE ONLY
1400	5. ACQUISITIONS		
1401	a. _____ Consumers _____ Miles	\$0	
1402	b. _____	0	
TOTAL ACQUISITIONS.		\$0	
1500	6. ALL OTHER		
1501	GIS Computer Hardware	\$0	
1502	GIS Computer Software	0	
1503	Initial Data Collection Field Inventory Costs	0	
1504-1511	Energy Efficiency and Conservation	0	
1512	All Other	0	
TOTAL ALL OTHER.		\$0	

SECTION B. SUMMARY OF AMOUNTS AND SOURCES OF FINANCING

1. GRAND TOTAL - ALL COSTS		\$5,430,555	\$5,430,555
2. FUNDS AND MATERIALS AVAILABLE FOR FACILITIES			
a. Loan Funds	\$0		
b. Materials and Special Equipment	0		
c. General Funds			
Purpose 1	\$0 \$555 K.S.		
Purpose 2	\$0		
Purpose 3	\$0		
Purpose 4	\$0		
Purpose 5	\$0		
Purpose 6	\$0		
Total General Funds Applied	\$0 \$555 K.S.		
d. Total Available Funds and Materials		\$0	\$555
3. NEW FINANCING REQUESTED FOR FACILITIES		\$5,430,555	\$5,430,000
4. RUS LOAN REQUESTED FOR FACILITIES	100%	\$5,431,000	\$5,430,000
5. TOTAL SUPPLEMENTAL LOAN REQUESTED		(\$445)	\$0
N/A			
Name of Supplemental Lender			
6. CAPITAL TERM CERTIFICATE PURCHASES (CFC Loan only) ..	0%	\$0	\$0
7. SUPPLEMENTAL LOAN REQUESTED FOR FACILITIES	0%	(\$445)	\$0
8. 100% SUPPLEMENTAL LOANS (SEE RUS Bulletin 20-14)*		\$0	\$0

* Identify in section A by budget purpose and separate subtotals.

SECTION C. CERTIFICATION

We, the undersigned, certify that:

- Upon completion of the electrical facilities contained herein and any others uncompleted at this time but for which financing is available, the system will be capable of adequately and dependably serving the projected load for the loan period as contained in our current RUS approved Power Requirement Study and Construction Work Plan.
- Negotiations have been or will be initiated with our power supplier, where necessary, to obtain new delivery points and/or additional capacity at existing ones to adequately supply the projected load upon which this loan application is based.
- The data contained herein and all supporting documents have, to the best of my knowledge, been prepared correctly and in accordance with 7 CFR 1710.401(a)(3)

6/15/2022

Date

6/24/2022

Date

DocuSigned by:

Kevin Strutt

DD02775FB8DD420...

DocuSigned by:

Kenneth Collins

B55120D92D6C415...

Signature of Borrower's President

Public Utility District No. 1 of Jefferson County

Corporate Name of Borrower

GFR Initials

K.S.

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		Form Approved OMB No. 0572-0032	
APPLICATION FOR HEADQUARTERS FACILITIES <i>INSTRUCTIONS - Submit to RUS an original and two (2) copies and applicable supporting data. See attached for detailed instructions.</i>		BORROWER DESIGNATION WA060	
1. PURPOSE OF PROJECT (Purchase, remodel or construct, main or branch facilities) To purchase an existing building to be used for administrative and additional office spaces.		NAME OF BORROWER Jefferson County PUD No. 1	

	BORROWER'S ESTIMATED COST	RUS USE ONLY
2. ESTIMATED COST OF PROJECT:		
a. PURCHASE PRICE OF PROPERTY (exclude value of land and show in Items p).....	<u>\$1,371,705</u>	\$
b. OFFICE PORTION (Construction _____ Sq. Ft. Ca _____ Per Sq. Ft.)		
c. OFFICE PORTION (Remodeling)		
d. SERVICE PORTION (Construction _____ Sq. Ft. Ca _____ Per Sq. Ft.)		
e. SERVICE PORTION (Remodeling)		
f. HVAC		
g. SITE DEVELOPMENT (Grading, roads, drainage structures, etc.)		
h. FENCE _____ LINEAR FT. @ _____ PER FT. (Height _____ Ft.)		
i. WATER SUPPLY (Well, well house, pump, long connection to main, water treatment, etc.)		
j. SEWAGE DISPOSAL (Disposal System, long connection to main, etc.)		
k.		
l.		
m. CONTINGENCIES		
n. SUBTOTAL	\$	\$
o. ARCHITECTURAL SERVICES		
p. LAND		
q. LEGAL EXPENSES		
r. TOTAL	<u>\$1,371,705</u>	\$

Show all cost, in the space to the right, that are associated with additional energy efficiency measures beyond the required Federal, state or local building codes and standards. This cost may or may not be part of the overall building construction cost shown above. Please identify, in the Remarks section, the measure taken, the estimated savings to be realized in addition to the cost.		Energy Efficiency	
		Cost Estimate	

3a. NO. OF EMPLOYEES REQUIRING DESK SPACE	3b. NO. OF VEHICLES TO BE GARAGED	5. METHOD OF FINANCING 740c CODE <u>1301</u> a. RUS FINANCING b. GENERAL FUNDS c. OTHER (Specify) d. TOTAL	<div style="text-align: right; font-size: 1.2em;">\$1,371,705</div> <div style="text-align: right; font-size: 1.2em;">\$</div>
4a. DID ARCHITECT ASSIST IN PREP. OF COST ESTIMATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		4b. NAME OF ARCHITECT _____	

REMARKS			
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Headquarters Certification: In compliance with 7 CFR 1724.51 (e), the undersigned certify that the design and construction of the headquarters facility shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to: (1) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), which states that no qualified individual with a handicap shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under a program or activity receiving Federal financial assistance. The Uniform Federal Accessibility Standards (41 CFR part 101-19.6, appendix A) are the applicable standards for all new or altered borrower buildings, regardless of the source of financing. (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151), which requires that buildings financed with Federal funds are designed and constructed to be accessible to the physically handicapped. (3) The Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.), and executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (3 CFR 1990 Comp., p 2 89).

DocuSigned by: _____ a required for new buildings for which RUS provides financial assistance. (See part 1702, subpart C.)

SIGNATURE <u>Kevin Street</u> DD02775FB8DD420...	DATE <u>2/16/2022</u>	SIGNATURE <u>Kenneth Collins</u> B55120D92D6C415...	DATE <u>2/16/2022</u>
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0032. The time required to complete this information is estimated to average 3 hours per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

RUS Form 740g Rev. 5, 2/25/2010

K.S. OFFICIAL

USEFUL LIFE CERTIFICATION TEST

Jefferson County Public Utility District No. 1 WA0060 - B45

New Financing Requested for Facilities (Enter Loan Amount in Cell G8)

	Useful Life in Years	Amount	<u>\$ 5,430,555</u> \$ x Years
Purpose #1: Distribution Facilities (Enter Amounts from 740c)			
Code 100: New Lines Overhead & Underground (See Acct. Nos. 365, 366, 367)	41.5		0
Code 200: New Tie-Lines (See Acct. Nos. 365, 366, 367)	41.5		0
Code 300: Conversion and Line Changes (See Acct. Nos. 365, 366, 367)	41.5		0
Code 400: New Substations, Switching Stations and Metering Points, etc. (See Acct. No. 362)	37		0
Code 500: Substation, Switching Station and Metering Point Changes (See Acct. No. 362)	37		0
Code 601: AMR/AMI Meters and/or AMR Modules/ Devices installed in Meters	15	\$ 4,058,850	60,882,750
Code 601: Non-AMR/AMI Meters (See Acct. No. 370)	34		0
Code 601: Distribution Transformers (See Acct. No. 368)	38		0
Codes 602, 603, 604, 605, 606, 607, & 608: (Total of these 6 Codes)	35		0
Code 615: Communications (All except Fiber)	15		0
Code 615: Communications (Fiber Only)	40		0
All Other Code 600 Items not listed: (Total of Remaining 600 Code Projects not listed)	35		0
Code 702: Security Lights (See Acct. 373)	25		0
Code 703: General Funds Reimbursement (Budget Purpose 1 - Distribution)	35		0
Code 704: Load Management/SCADA	15		0
Code 705: AMR/AMI Equipment except Meters and Retrofits	15		0
Code 706: Broadband over Power Line (BPL)	15		0
Code 707 (Formerly Code 1501): GIS Hardware and Device Costs	5		0
Code 708 (Formerly Code 1502): GIS Software, Data Migration and Integration Costs	5		0
Code 709 (Formerly Code 1503): Field Inventory & Data Collection Costs less 25% of overall costs	20		0
All Other Code 700 Items not listed: (Total of Remaining 700 Code Projects not listed)	30		0
Purpose #2: Transmission Facilities (Enter Amounts from 740c)			
Code 800: New Transmission Lines (Duke Depreciation Study)	43		0
Code 900: New Transmission Substations, Step-Down Stations, Switching Stations	37		0
Code 1000: Transmission Line and Station Changes	43		0
Code 1102: Transmission Pole Changes	35		0
Code 1103: General Funds Reimbursement (Budget Purpose 2 - Transmission)	35		0
Code 1104: Pole and Associated Hardware Replacement	35		0
Code 1105: Other Transmission	35		0
Purpose #3: Generation Facilities (Enter Amounts from 740c)			
Code 1200: Generation Facilities (Use Separate Spreadsheet to determine Useful Life)			0
Purpose #4: Headquarters Facilities (Enter Amounts from 740c)			
Code 1300: Headquarters Facilities	50	1371705	68,585,250
Purpose #5: Acquisitions (Enter Amount from 740c)			
Code 1400: Acquisitions (Use Separate Spreadsheet to determine Useful Life)			0
Purpose #6: All Other (Enter Amounts from 740c)			
Code 1500: All Other (Useful Life to be determined with RUS assistance)			0

Calculated Useful Life Rounded up to nearest whole number	5,430,555	129,468,000	24 years
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Final Calculated Useful Life With Two Additional Years Added Per 7 CFR Part 1710.115 (b)	26 years
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Final Maturity Period utilizing Ninety Percent Test Criteria	26 years
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OFFICIAL

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 INTERLECTUAL 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.

Customer Dispute of Claimed Violation of Acceptable Use Policy

Informal Conference

A Customer who disputes a claimed violation of the Acceptable Use Policy shall have the right to an informal conference with JPUD's Broadband Director in the District.

1. Informal conferences shall take place during normal business hours, 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.
2. The Customer may either appear in person in the District's office or confer by telephone.
3. JPUD's Broadband Director shall have the authority to reach agreements with the Customer to restore the Service.

Appeal Hearings

If a Customer is not satisfied with the determination of JPUD's Broadband Director during the informal conference, the Customer may schedule a hearing with the District Hearing Officer.

The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management-level employees and shall be appointed by the Commission from employees whose other duties are not connected with the credit section or Broadband Department, depending on the issue.

A written appeal by a Customer must be filed with the Hearing Officer within five (5) business days after the determination of the informal conference.

In response to a timely appeal, the Hearing Officer shall arrange an appeal hearing at a mutually convenient and accessible location or conduct the hearing by telephone. Such hearing must be scheduled during normal business hours – 9:00 a.m. to 4:30 p.m., Monday through Friday, and within seven (7) business days of the Customer's appeal.

If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems

appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to council.

The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.

The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.

In no event will an appeal of JPUD action taken pursuant to this Acceptable Use Policy prevent JPUD from taking any action that in its judgement protects the Service, the Customer and/or its vendors. Any claims must be filed pursuant to Washington state law.

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:
Mail

DMCA Agent
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.

2. 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 rates.

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 party 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.

4. 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 non-refundable 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.

5. 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.

9. Indemnity: Customer agrees to indemnify, 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.

10. Termination by JPUD: JPUD may terminate 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.

15. 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.

24. Confidentiality: Customer shall treat all 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

By _____

By _____

Name _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA REPORT

DATE: August 2, 2022
TO: Board of Commissioners
FROM: Kevin Streett
RE: Poplar Trees Project on Sims Way

Discussion on the Poplar Trees Project on Sims Way. The PUD is working on this project with these things in mind.

1. Public Safety
2. Reliability
3. Removing hazards to PUD facilities

The Poplar tree limbs are in close proximity with high voltage transmission lines along Sims Way in front of the Port of Port Townsend Boatyard.

Options to be discussed regarding the trees and Port expansion.



Project Assumptions & Constraints

- Expand Boat Yard to the property line (Sims Way right of way line)
- Keep project work within City right-of-way and Boat Yard property
- Maintain the current roadway alignment (vehicle lanes)
- Underground power lines and Boat Yard service connections
- Honor the guidance provided by the Sims Way Gateway Development Plan
- Sim Way right-of-way is owned by the City
- WSDOT has jurisdiction for Sims Way pavement
- City has jurisdiction for Sims Way outside of pavement (and medians)
- Project Budget = \$1.97 million
- Construct improvements in 2023-2024

Framework Preferences

- Focus on establishing big picture preferences for the 8/23 Parks Board meeting
- Defer details until conceptual/preliminary design

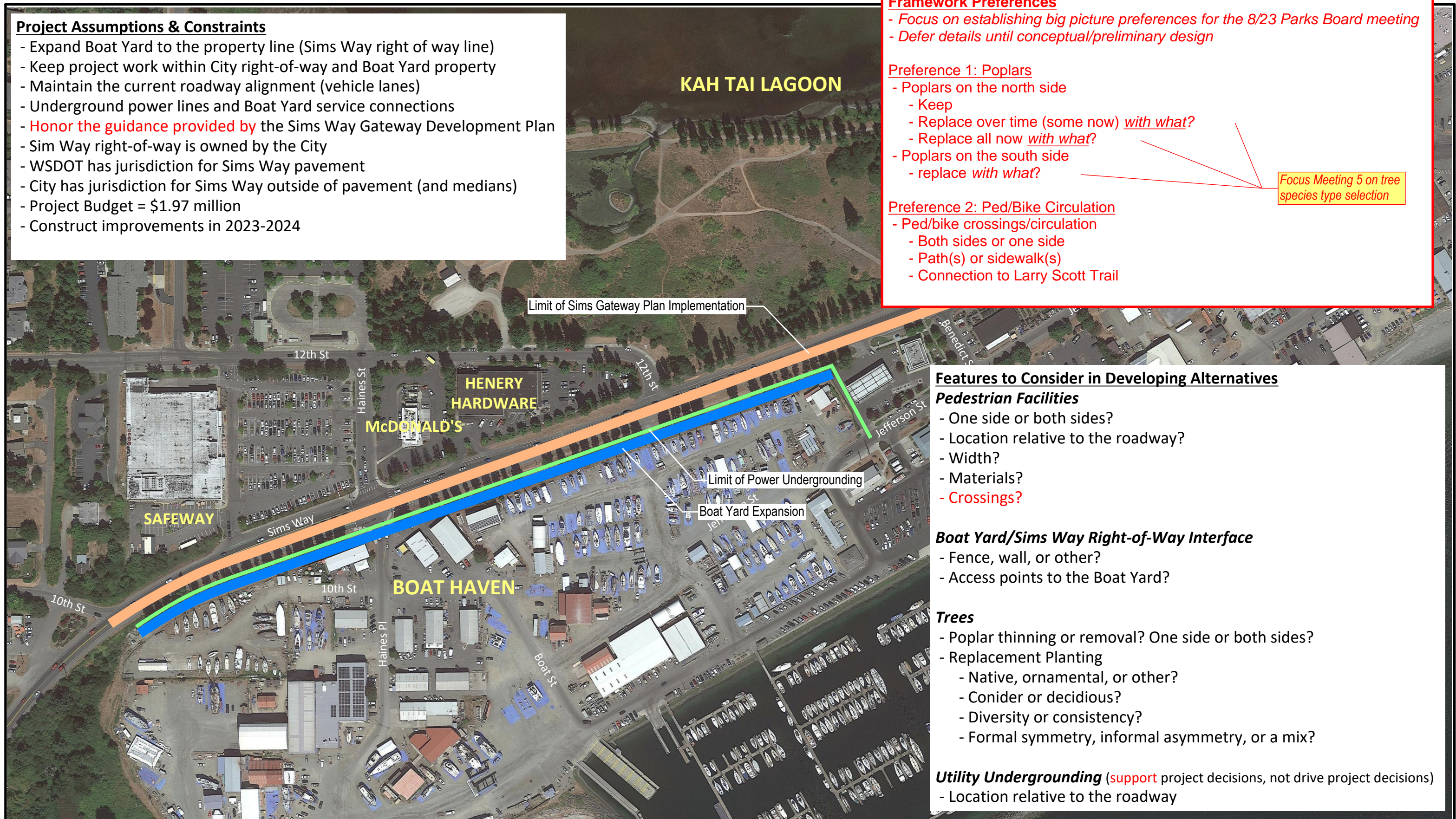
Preference 1: Poplars

- Poplars on the north side
 - Keep
 - Replace over time (some now) *with what?*
 - Replace all now *with what?*
- Poplars on the south side
 - replace *with what?*

Focus Meeting 5 on tree species type selection

Preference 2: Ped/Bike Circulation

- Ped/bike crossings/circulation
 - Both sides or one side
 - Path(s) or sidewalk(s)
 - Connection to Larry Scott Trail



Features to Consider in Developing Alternatives

Pedestrian Facilities

- One side or both sides?
- Location relative to the roadway?
- Width?
- Materials?
- Crossings?

Boat Yard/Sims Way Right-of-Way Interface

- Fence, wall, or other?
- Access points to the Boat Yard?

Trees

- Poplar thinning or removal? One side or both sides?
- Replacement Planting
 - Native, ornamental, or other?
 - Conider or decidious?
 - Diversity or consistency?
 - Formal symmetry, informal asymmetry, or a mix?

Utility Undergrounding (support project decisions, not drive project decisions)

- Location relative to the roadway



HORIZONTAL SCALE:
NOT TO SCALE
DATE:
MAY 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion
Project Limits and Constraints

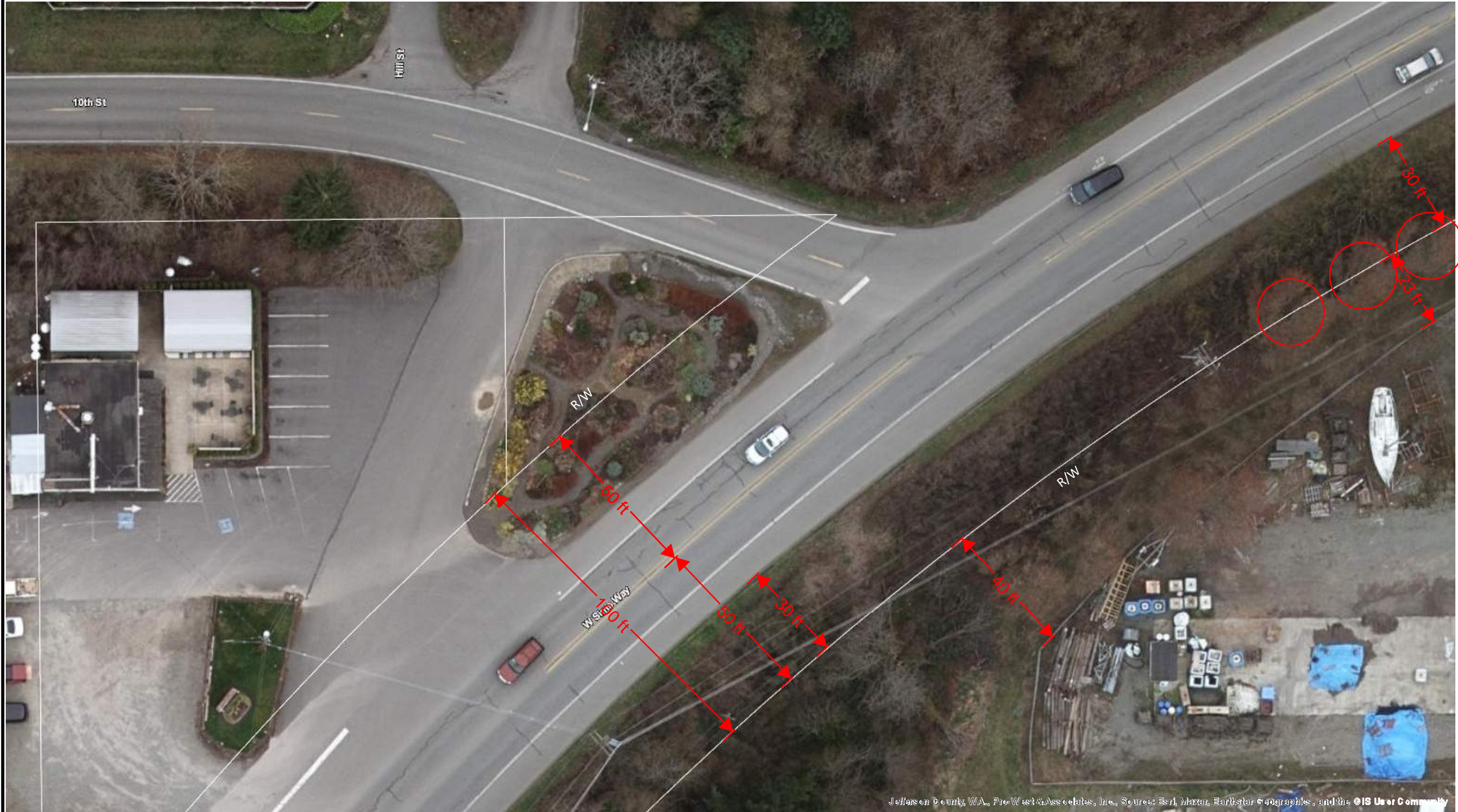
EXHIBIT No:
EX-01
SHEET No:
Sheet 1



HORIZONTAL SCALE:
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DATE:
MAY 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion
Stakeholder Sketch Map

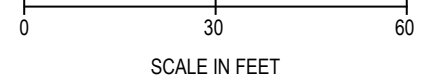
EXHIBIT No:
EX-02
SHEET No:
Sheet 2



Jefferson County, WA, Pro-West Associates, Inc., Sources: Esri, Maxar, Earthstar Geographics, and the ©IS User Community



Approximate location of Poplars



SCALE IN FEET



HORIZONTAL SCALE:
1" = 30'
DATE:
May 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion

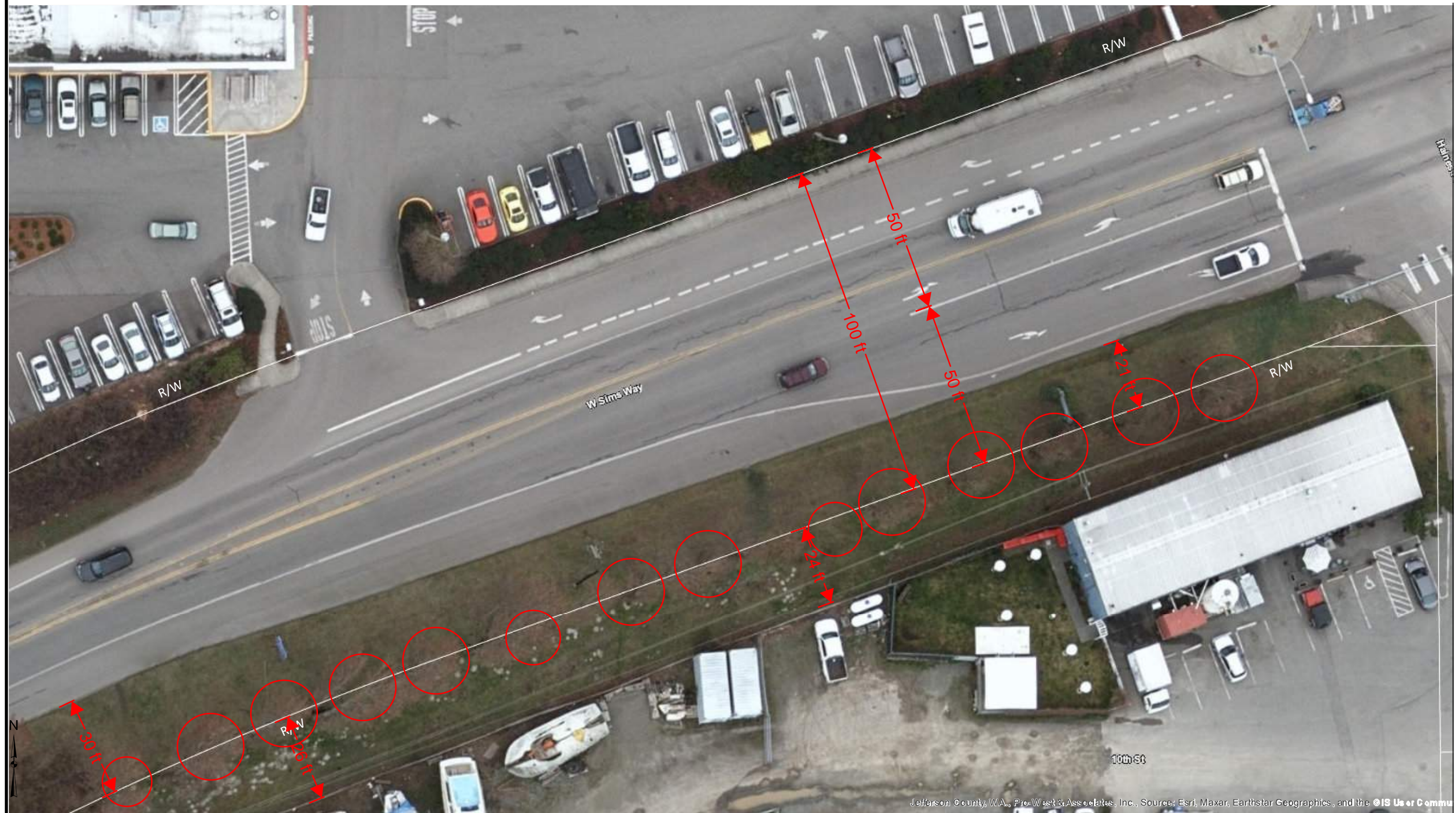
Site Map 1

EXHIBIT No.:

EX-03

SHEET No.:

Sheet 3



○ Approximate location of Poplars

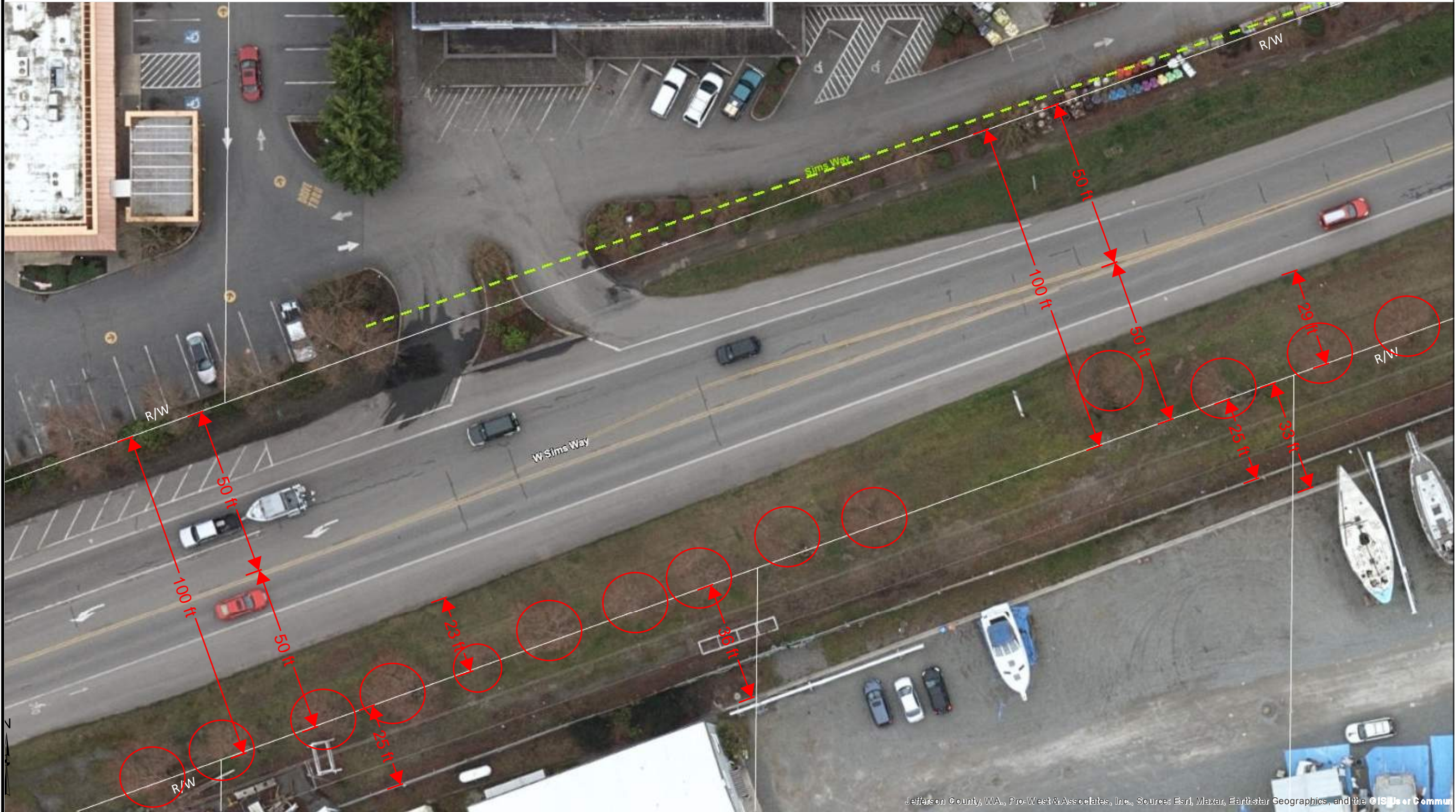
0 30 60
SCALE IN FEET



HORIZONTAL SCALE:
1" = 30'
DATE:
May 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion Site Map 2

EXHIBIT No.:
EX-04
SHEET No.:
Sheet 4



Approximate location of Poplars

0 30 60
SCALE IN FEET

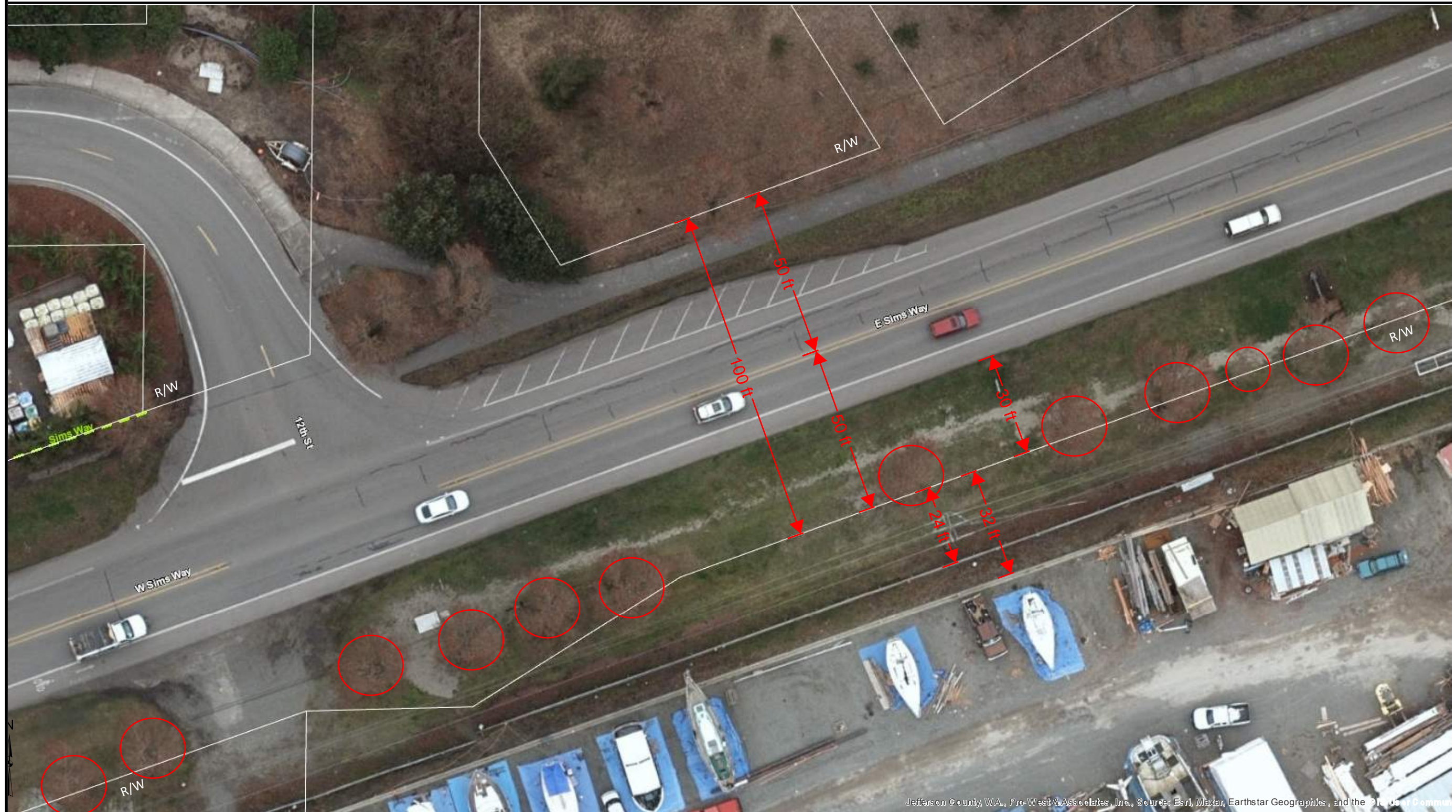


HORIZONTAL SCALE:
1" = 30'
DATE:
May 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion

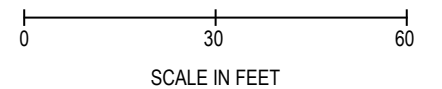
Site Map 3

EXHIBIT No.:
EX-05
SHEET No.:
Sheet 5



Jefferson County, WA, Pro-West & Associates, Inc., Source: Esri, Maxar, Earthstar Geographics, and the State of Washington

○ Approximate location of Poplars



HORIZONTAL SCALE:
1" = 30'
DATE:
May 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion

Site Map 4

EXHIBIT No.:
EX-06
SHEET No.:
Sheet 6




 Approximate location of Poplars



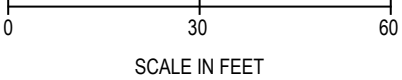
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 DATE:
 May 2022
 JOB No.:
 DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion Site Map 5

EXHIBIT No.:
 EX-07
 SHEET No.:
 Sheet 7



Approximate location of Poplars

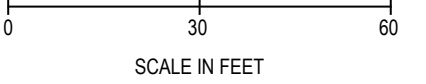


HORIZONTAL SCALE:
1" = 30'
DATE:
May 2022
JOB No.:
DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion

Site Map 6

EXHIBIT No:
EX-08
SHEET No:
Sheet 8



HORIZONTAL SCALE:
1" = 30'

DATE:
May 2022

JOB No.:

DRAWING FILE No.:

Sims Way Gateway Plan Implementation and Boat Yard Expansion

Site Map 7

EXHIBIT No:
EX-09

SHEET No:
Sheet 9



DRAFT
 Stakeholder Meeting #4
 6/14/2022



HORIZONTAL SCALE
NOT TO SCALE
DATE:
MAY 2022
JOB No:
DRAWING FILE No:

Sims Way Gateway Plan Implementation and Boat Yard Expansion
EXISTING TREE ZONES

DRAWING No:
EX-02
SHEET No:
Sheet 2

Sims Way Gateway Plan Implementation and Boat Yard Expansion

Arboricultural Summary

Kai Tai Park

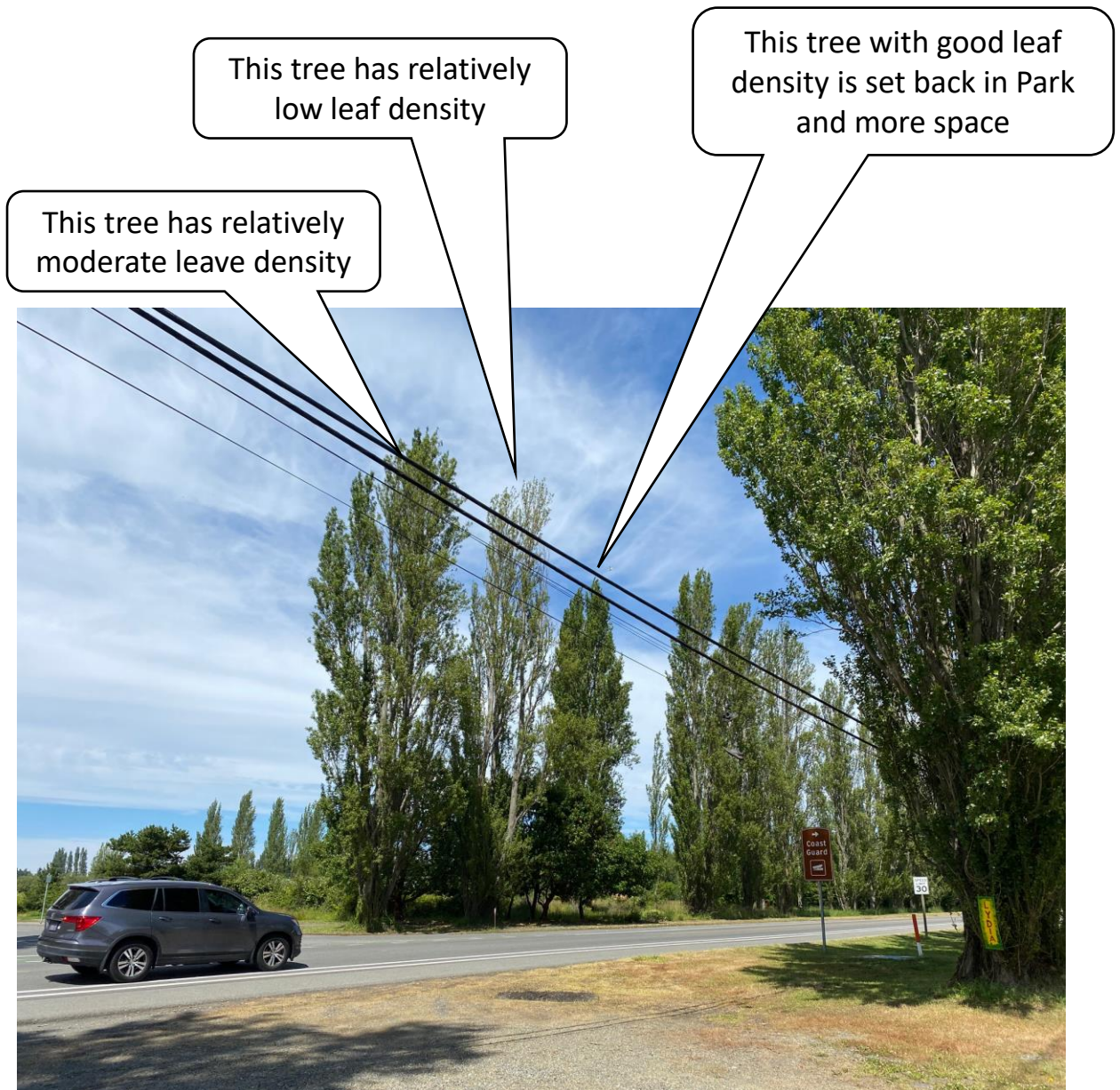
Inspection limited to trees in or on the edge of the right-of-way that comprises the linear formal planting.

- Trees currently have the following physiological condition:
 - Small leaf size
 - Fair to poor leaf color
 - Low foliage density
 - Moderate to significant dieback
 - Fair to poor condition
- Trees have failed significant branch parts, including codominant trunks(leaders)/branching. This included:
 - Branches up to 5 inches diameter; length up to 25 feet (estimates)
 - Includes the failure of live and dead components
 - Failed component material is on the ground within the park
 - It is a reasonable assumption that failed component material has also impacted area within the active right-of-way
- Select trees contain significant basal and lower trunk decay
- At a minimum, the City should plan to perform risk mitigation work for retained trees on a defined recurring interval
- A sample measurement placed the trees about 22 feet from the edge of pavement and about 32 feet to the edge of the traffic lane
- Root barrier installation to protect existing surface infrastructure cannot be completed without impacting:
 - Tree condition
 - Stability (dependent on form/size of the barrier)
- In the current infrastructure configuration, root barrier cannot be installed without significant impact; root barrier is currently not recommended for retained trees
- Root growth has impacted asphalt
- Smaller Populus species behind the right-of-way row have a similar physiological condition; some exceptions exist
- A remove and replace plan that includes some retention must identify trees with structural flaws; irrespective of the alternative selected such trees require removal
- A remove and replace plan that includes some retention should budget and complete maintenance on retained trees; this would be on a schedule but may also require additional unscheduled work
- A remove and replace plan that includes some retention should budget and complete work to improve the growing conditions of retained trees for duration of their retention
- Soil samples should be collected; nutrient and sodium analysis should be completed

Boat Haven

- Soil sampling has been collected and submitted for analysis
- Trees adjacent to the Safeway gas station contain signs of a similar physiological condition as the Kai Tai Park right-of-way/edge trees
- Tree retention could be attempted, considering the following:
 - Significant dieback is noted in the upper crown
 - Fair to poor physiological condition
 - Minimum tree protection distance required; trees will not tolerate grade change or trench within the Critical Root Zone
 - Significant maintenance is required prior, during, and following project completion for retained trees
- Area is currently used by pedestrians without formal pedestrian facilities
- Existing utilities should be mapped before finalize layout of replanting vegetation

Leaf Density Observations



Leaf Density Comparison
Photo taken on 7/2/22

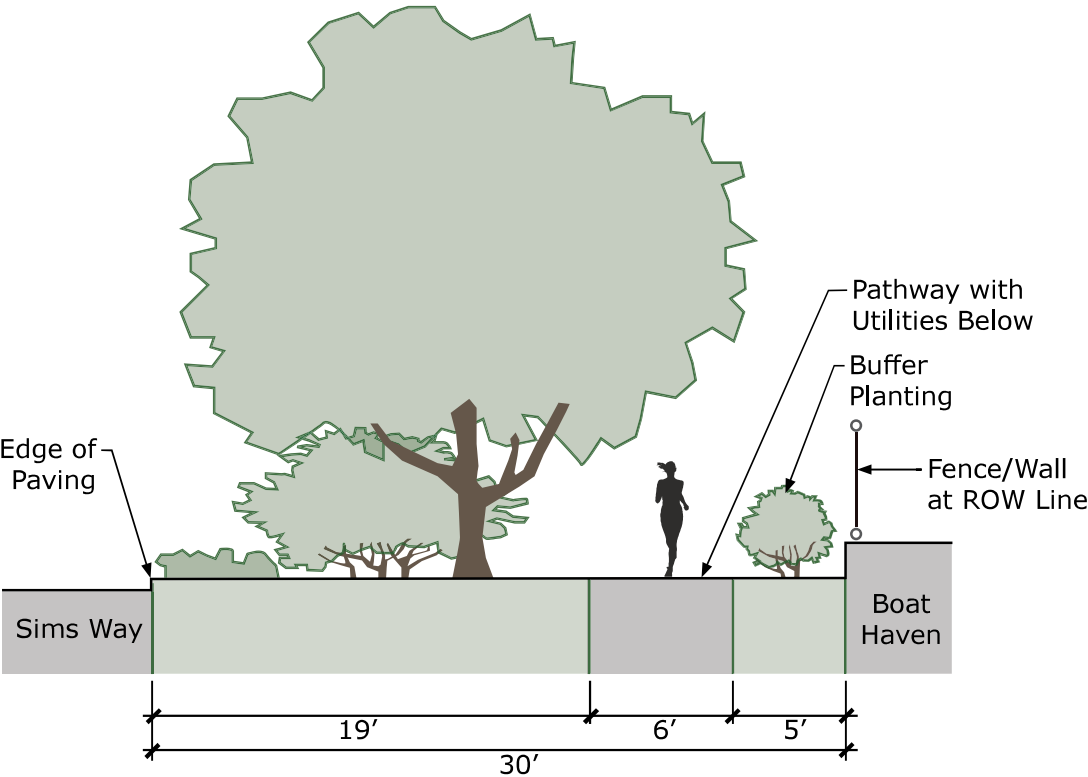
Leaf Density Photographs



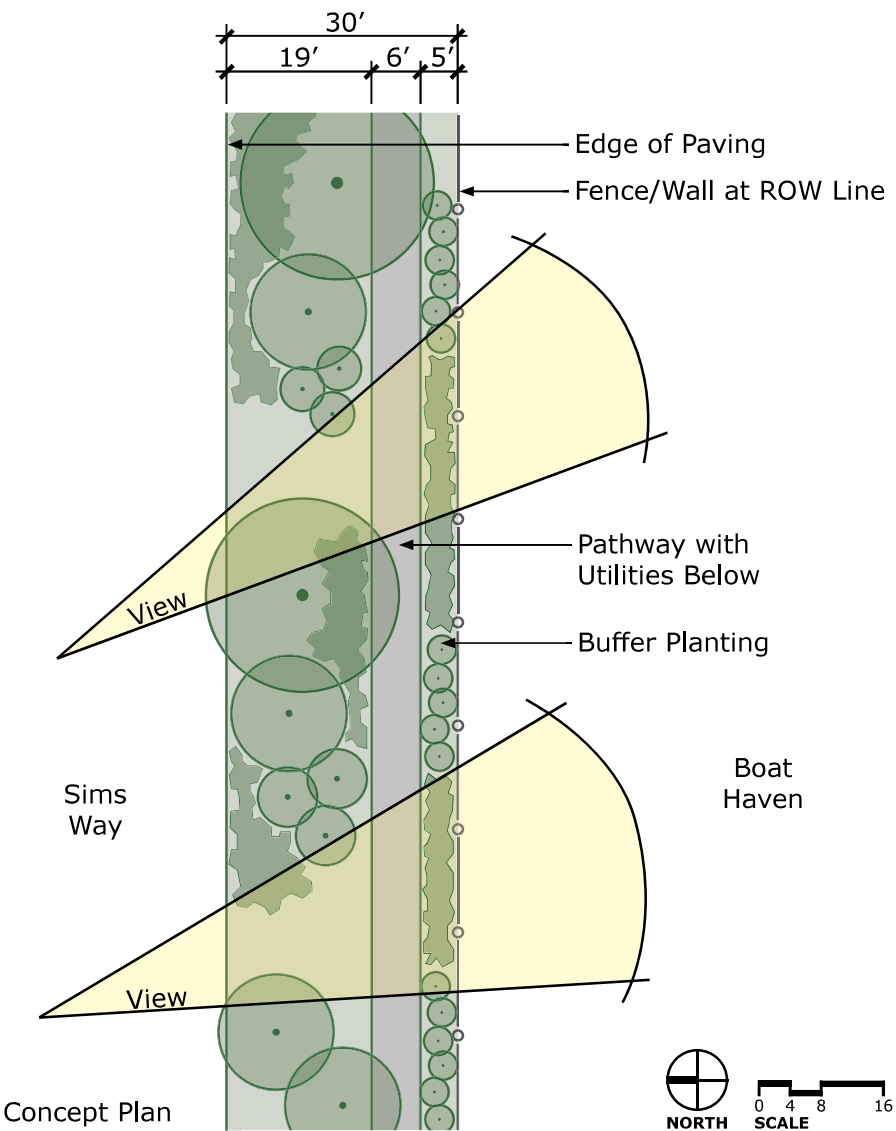
Low leaf density in front of Henry's and McDonalds indicating trees under stress

Parkway Concept

South Side of Road - Boat Haven



Section (not to scale)





AGENDA REPORT

DATE: August 2, 2022
TO: Board of Commissioners
FROM: Melanie Des Marais, Human Resources Director
RE: Employee Handbook Update

BACKGROUND: Staff has identified two policies within the PUD Employee Handbook that should be updated to clarify and create new processes moving forward related to purchasing clothing and approving training requests.

ANALYSIS/FINDINGS: Section 3.13 should be updated to reflect the General Manager's authority to purchase necessary clothing for positions that interact with the public. Section 3.14 should be updated to clarify the approval process for trainings. This change would require employees to receive approval from their department director as well as the General Manager when registering for trainings, workshops, and industry conferences. Please see the attachment that includes the updated policy language.

RECOMMENDATION: Staff recommends the Board of Commissioners discuss and approve a motion to accept the proposed updates to HR3.13 and HR3.14.

HR3.13 Uniforms and Equipment

District employees may be assigned equipment and/or uniforms to be used on the job. Employees are responsible for cleaning their own uniforms. **The District may purchase clothing for employees who interact with the public upon approval from the General Manager.** The responsibility for maintenance and/or cleaning of other equipment will be determined on a department-by-department basis; however, the employee bears the responsibility for exercising reasonable care with all issued items. District employees will be provided with all necessary safety equipment. Employees who are assigned maintenance duties in the field must furnish his/her own small hand tools.

Uniforms or equipment assigned to an employee must be returned upon termination.

HR3.14 Continuing Education and Training

The District recognizes that it is a part of a dynamic business community and that it must maintain a competitive knowledge and ability base among its employees. Employees are, therefore, strongly encouraged to maintain and upgrade their abilities to ensure the District's ability to serve the needs of its customers. **Training courses, workshops and industry conferences must be directly related to the employee's position duties or professional development for future opportunities at the District. Trainings, workshops and conferences that require registration must be approved by the employee's Director with final approval from the General Manager.**

District employees who require CEUs to maintain certification will be expected to maintain that certification by acquiring the necessary CEUs; the District will **either pay for the costs or** reimburse the employee for those costs associated with maintaining the certification.

Study and class time should not interfere with the employee's regular working hours and/or productivity unless specifically approved by the Manager.