

Regular Meeting Agenda
Board of Commissioners
Tues, Sept 6 , 2022 3:00 PM
310 Four Corners Rd.
Port Townsend, WA 98368
And Zoom Online



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 (i) to discuss with legal counsel representing the agency potential litigation with the agency may become a party, when public knowledge regarding the discussion will result in an adverse legal or financial consequence to the agency.

4. Manager and Staff Reports

For information only, not requiring a vote.

5. Commissioner Reports

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: *Approve a Motion Adopting the Consent Agenda as Presented*

- | | | |
|------|--|---------|
| 7.1. | Prior Minutes | 4 - 22 |
| | PUD BOC Reg. Meeting 04-05-2022 Draft 2.pdf  | |
| | PUD BOC Special Meeting 4-26-2022 Minutres Draft.pdf  | |
| | PUD BOC Regular Meeting Minutes 5-3-2022 Draft.pdf  | |
| 7.2. | Vouchers
No vouchers for this meeting | |
| 7.3. | Financial Report
No report this meeting | |
| 7.4. | Calendar | 23 |
| | PUD Calendar September 6, 2022.docx  | |
| 7.5. | Correspondence Log | 24 |
| | Correspondence Log.pdf  | |
| 7.6. | Meter Replacement | 25 - 30 |
| | Resolution 2022 XXXX Customer Meter Equipment.pdf  | |
| | Meter-Replacement Customer-Side-Repair-Policy.pdf  | |

8. Old Business

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

- | | | |
|------|--------------------|---------|
| 8.1. | Broadband Policies | 31 - 51 |
|------|--------------------|---------|

[JPUD Acceptable Use Policy 20220804 \(004\) wo-jrp edits.pdf](#)



[JPUD Acceptable Use Policy 20220809 clean.pdf](#)

[JPUD Internet Services Agreement 20220715.pdf](#)

[Updated Draft JPUD Master Service Agreement 2022 03 31 v.002.pdf](#)

Discussion only

8.2. Broadband Rates

52 - 68

[Retail Rate Schedule draft 20220816 markup.pdf](#)

[Retail Rate Schedule draft 20220831 clean.pdf](#)

[Wholesale Rate Schedule 20220831 clean draft.pdf](#)

[Wholesale Rate Schedule 071321 \(003\) markup.pdf](#)

Discussion only

9. New Business

9.1. Bywater Bay Water Main Extension Shine Road to Paradise Bay Road

69 - 72

[AGENDA REPORT_PWB Application Submission_Bywater Bay v.002 JRP.docx](#)

[Project Cost Estimate - Bywater Bay Water Extension Shine Rd to Paradise Bay Rd.pdf](#)

[Site Plan.pdf](#)

Recommended Action: Approve the construction loan program for the design and construction of the Bywater Bay Shine Road to Paradise Bay Road watermain extension project as presented.

10. Adjourn



**PUBLIC UTILITY DISTRICT NO. 1 of
Jefferson County**

April 5, 2022

**Board of Commissioners Regular Meeting
Draft Minutes**

The Pre-Meeting of the Public Utility District No. 1 of Jefferson County (PUD) Board of Commissioners was called to order by the President of the Board of Commissioners (Board or BOC) at 3:00 p.m. April 5, 2022 via Zoom. Present:

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Joel Paisner, General Counsel
Mike Bailey, Finance Director
Melanie Des Marais, Human Resources Director
Don McDaniel, PUD Consultant
Cammy Brown, PUD Recording Secretary

1. CALL TO ORDER. Commissioner Kenneth Collins called the Pre-Meeting of the Regular Meeting of the Jefferson County PUD No. 1 Board of Commissioners for April 5, 2022, to order at 3:00 p.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

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

2. AGENDA REVIEW: General Manager Kevin Streett requested the addition of an Executive Closed Session regarding union negotiations and to remove 8.3 Whole Service Agreement from the

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Jefferson County PUD
Board of Commissioners
Pre-Meeting 3:00 p.m.
Regular Board Meeting 4:00 p.m.
April 5, 2022 – Minutes Draft 2

Agenda. General Counsel Joel Paisner made a correction to the Executive Session citation. It should read RCW 42.30.110(1)(i).

MOTION: Commissioner Dan Toepper made a motion to accept the agenda as amended. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

3. **EXECUTIVE SESSION:** An Executive Session of the Board of Commissioners of the Jefferson County Public Utility District No. 1 was announced per RCW 42.30.110(1)(i) to discuss with legal Counsel representing the PUD potential litigation to which the agency is likely to become a party. Approximately 7 minutes was requested. The Executive Session convened at 3:05 p.m. The Executive Session ended at 3:12 p.m. No action was taken. The Pre-Meeting of the Regular Session of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 3:12 p.m.

EXECUTIVE CLOSED SESSION: An Executive Closed Session of the Board of Commissioners of the Jefferson County Public Utility District No. 1 was announced per RCW 42.30.140(4)(a) to discuss negotiations with the PUD's labor union negotiators. Approximately 30 minutes were requested. The Executive Closed Session convened at 3:15 p.m. The Executive Closed Session ended at 3:45 p.m. No action was taken. The Pre-Meeting of the Regular Session of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 3:45 p.m.

Commissioner Kenneth Collins declared a 15-minute recess.

END OF PRE-MEETING REGULAR MEETING

The Regular of the Public Utility District No. 1 of Jefferson County (PUD) Board of Commissioners was called to order by the President of the Board of Commissioners (Board or BOC) at 4:00 p.m. April 5, 2022 via Zoom. Present:

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Joel Paisner, General Counsel
Mike Bailey, Finance Director
Will O'Donnell, Communication Director
Samantha Harper, Engineering Director

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Scott Bancroft, Operations Director
Annette Johnson, Executive Assistant/Records Officer
Jean Hall, Customer Service Director
Melanie Des Marais, Human Resources Director
Don McDaniel, PUD Consultant
Cammy Brown, PUD Recording Secretary

Commissioner Kenneth Collins took roll call to establish that a quorum was present. All three commissioners were present. A quorum was established.

4. **PUBLIC COMMENT.** Commissioner Kenneth Collins read the guidelines for submitting public comment. Topics abbreviated.

- **Comment.** When will the PUD office be open to the public?
Response. This item will be discussed later on the agenda.
- **Comment.** House Bill 1329 makes it mandatory to include in minutes the reason for entering into Executive Session.
- **Comment.** House Bill 1329 says that if you allow any public comments at all during your meetings, you also have to make allowance for written public comments as well as oral public comments and any written public comments that are received have to be delivered to each of the members of the governing body prior to the meeting. It would be a good idea to put on the agenda an email address to which public comments could be directed and maybe set out a cut off time prior to the meeting so that you can be insured that any comments received are delivered to a commissioner before the meeting starts.
- **Comment.** When you go into Executive Session it would be helpful to identify participants in the Executive Session. You are not required to do that other than if it is for purposes that require an attorney present, but just in general, it would be helpful to know who the participants are in the Executive Sessions.
- **Comment.** June 1 there is a rate increase coming. Is that automatic or will the public get a chance to comment on that? Will there be an agenda item on that?
- **Comment.** Concerned about a follow-up on the streetlights in Quilcene that may or may not have been turned out. Concerned about this investment in the south county and also the fact the public good should be shared by all equally.

Response. A deal was worked out between the County and the PUD, and the lights are on.

5. **CONSENT AGENDA.** Commissioner Kenneth Collins read the Consent Agenda guidelines. Commissioner Jeff Randall requested the removal of the calendar from the Consent Agenda to review it. This was inserted after Manager and Staff Reports.

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Jefferson County PUD
Board of Commissioners
Pre-Meeting 3:00 p.m.
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MOTION: Commissioner Jeff Randall made a motion to approve the Consent Agenda as modified. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

5.1 Prior Minutes.

PUD BOC Regular Meeting 01-04-2022 Minutes.
PUD BOC Special Meeting 01-04-2022 Minutes.
PUD BOC Special Meeting 01-11-2022 Minutes.
PUD BOC Regular Meeting 01-18-2022 Minutes

5.2 Vouchers.

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

PAYMENTS TO BE APPROVED

WARRANTS	AMOUNT	DATE
Accounts Payable: #128484 to #128543	\$ 643,283.95	03/10/2022
Accounts Payable: #128544 to #128545	\$ 2,655.84	03/11/2022
Accounts Payable: #128546 to #128597	\$ 847,930.89	03/17/2022
Accounts Payable: #128598 to #128637	\$ 601,965.95	03/24/2022
Accounts Payable: #128638 to #128639	\$ 2,230.77	03/25/2022
Accounts Payable: #128640 to #128641	\$ 557.68	03/28/2022
Payroll Checks: # 70990 to # 70991	\$ 1,922.30	03/11/2022
Payroll Checks: # 70992 to # 70994	\$ 6,216.77	03/18/2022
Payroll Checks: # 70995 to # 70996	\$ 1,582.61	03/25/2022
Payroll Checks: # 70997 to # 70998	\$ 452.87	03/28/2022
Payroll Direct Deposit:	\$ 130,305.86	03/18/2022

TOTAL INVOICES PAID: \$ 2,239,105.49

WIRE TRANSFERS PAID	AMOUNT	DATE
BPA	\$ 1,919,694.00	03/18/2022

GRAND TOTAL \$ 4,158,799.49

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April 5,2022 – Minutes Draft 2

5.3 Financial Report

February 2022 Financials.

2021 Form 7 Submitted 3-30-2022.

Jefferson County PUD 2021 Form 442.2 and 442.3 Signed and Submitted 3-30-2022.

5.4 Calendar

PUD Calendar April 5, 2022.

5.5 Revised Schedule of Charges and Fees for Water and Sewer Services

Agenda Report for Schedule of Charges and Fees for Water and Sewer Services update 220405.

5.6 Herb Beck Marina Contracts.

Agenda Report for SMA Contract Herb Beck 220405.

Agenda Report for O&M Agreement Herb Beck 220405.

END OF CONSENT AGENDA

6.0 MANAGER AND STAFF REPORTS.

6.1 Hybrid Meetings. General Manager Kevin Street gave a report. The Board Room at 303 Four Corners Road, Port Hadlock, is ready to go for hybrid meetings. First couple of meetings there is a request that staff and public stay home and attend meetings by Zoom. There will be space at the Board Room at 310 Four Corners Road in Port Hadlock and the public is welcome to come there. First hybrid meeting will be in May. All three commissioners were in consensus that the first hybrid meeting will be the first Board meeting in May. Tentative date to open the PUD offices is May 2, 2022. Staff is looking at having Board meetings at other locations through the hybrid system. There was some discussion on this topic.

6.2 Redistricting Hearing. There is a redistricting hearing scheduled for April 19th at 3:00 p.m. Staff recommends the PUD follow the county's redistricting plan; Commissioner Dan Toepper requested final maps.

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Jefferson County PUD

Board of Commissioners

Pre-Meeting 3:00 p.m.

Regular Board Meeting 4:00 p.m.

April 5, 2022 – Minutes Draft 2

6.3 Calendar. April 21, 2022 is listed as WPEG. It should be WPAG (Washington Public Agency Group). This should be corrected on the calendar.

MOTION: Commissioner Jeff Randall made a motion to approve the modified calendar. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

7.0 COMMISSIONER REPORTS.

Commissioner Dan Toepper:

3/16 Attended WPUDA training.
3/17 Attended WPUDA committee meetings. Report.
3/18 Attended WPUDA Board of Directors' meeting.
3/22 Attended PUD BOC Special Meeting.
3/24 Attended Quarterly Water Committee meeting. Report.
3/25 Met with General Manager Kevin Streett.
3/29 Attended PPC Executive Board meeting. Report.
4/06 and
4/07 Will attend PPC Member Forum and Executive Committee meetings.
4/11 Will listen in on the PPC Markets 101 Tutorial.
4/12 Will meet with General Manager Kevin Streett.
4/13 to
4/15 Will attend WPUDA meetings in Tulalip.

Commissioner Jeff Randall:

3/16 Met with Sims Way Coordinating Group (Port, City, County and PUD). Report.
Public meeting set for April 12, 2022 at 4:30 p.m.
3/17 Participated in WPUDA meetings. Report.
3/22 Attended PUD BOC Special Meeting.
3/23 and
3/24 Participated in Energy NW Board meetings. Report.
3/24 Attended NODC (North Olympic Development Council) meeting. Report.
3/25 Met with Pete Langley, President Port Townsend Maritime Association. Report.
3/27 Had phone conversation with Kellen Lynch, member of CAB.
3/28 Met with General Manager Kevin Streett.

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3/30 Met with Sims Way Coordinating group.
4/06 Participated in a phone conversation with General Counsel Joel Paisner.
4/06 Will participate in PPC member forum.
4/07 Will attend EDC Team Jefferson meeting.
4/12 Will attend Climate Action Team meeting.
4/13 to
4/15 Will attend WPUDA meetings in Tulalip.

Commissioner Kenneth Collins:

3/16 Attended WPUDA meetings.
3/17 Attended WPUDA meetings.
3/17 Participated in a conversation with Ron Gafford.
3/17 Attended meeting with residents of Beckett Point discussing sewer rates.
3/18 Attended WPUDA Board of Directors' meeting.
3/18 Participated in a conversation with a commissioner from Thurston PUD.
3/22 Attended PUD BOC Special Meeting.
3/23 Met with General Manager Kevin Streett.
3/24 Participated in a conversation with a PUD customer regarding a project that has been proposed for a retreat center off of Oak Bay Road.
3/25 Attended JBAT meeting.
4/6 Will meet with General Manager Kevin Streett.
4/6 Will have a conversation with WPUDA Vice President Gary Arseneault.
4/8 Will attend JBAT meeting.
4/11 Will attend CAB meeting.
4/13 Will meet with General Manager Kevin Streett. 4/15
Will attend JBAT meeting.
4/18 Will meet with General Manager Kevin Streett.

8.0 OLD BUSINESS.

8.1 Hiring Incentive Package: Human Resources Director Melanie Des Marais gave a report.

MOTION: Commissioner Jeff Randall made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners adopt a resolution establishing policies regarding hiring incentives to attract and retain PUD employees. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

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Jefferson County PUD
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Regular Board Meeting 4:00 p.m.
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No public comment.

8.2 Insurance Benefits – proposal to enhance commissioner benefits: Human Resources Director Melania Des Marais gave a report on the life insurance that is given to PUD employees. There was an enhancement given to the PUD employees and there was a proposal to offer an enhancement for commissioners also from \$5,000 to \$50,000. A separate resolution was needed.

MOTION: Commissioner Jeff Randall made a motion to request the PUD staff to research the insurance enhancement proposal and that the discussion on this proposal will be tabled until the next Board of Commissioners meeting. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

No public comments.

8.3 Revised Wholesale Telecom Service Agreement. Removed.

8.4 Broadband Engineering Contractor Selection. Communications Director Will O'Donnell gave a report.

MOTION: Commissioner Jeff Randall made a motion authorizing the General Manager of the Jefferson County Public Utility District No. 1 to enter into negotiations with Finlay Engineering regarding the design and construction of fiber to the premises. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

No public comment.

8.5 Adding Juneteenth Holiday. Human Resources Director Melanie Des Marais gave a report.

MOTION: Commissioner Jeff Randall made a motion to add Juneteenth to the list of official holidays for the non-represented employees of the Jefferson County Public Utility District No. 1. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

No public comment.

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9.0 NEW BUSINESS.

9.1 Pleasant Harbor Water Reclamation Facility Agreement. Engineering Director Samantha Harper gave a report. This was for discussion only. No public comment.

9.2 Retail Broadband Policy Agreement. Communications Director Will O'Donnell gave a report. This was for discussion only. There was some public comment.

10. ADJOURN.

Commissioner Kenneth Collins declared the April 5, 2022, Regular Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 5:39 p.m.

Minutes prepared by
Cammy Brown, PUD Recording Secretary

Approved:

Commissioner Dan Toepper, Secretary

Date

Attest:

Commissioner Kenneth Collins, President

Date

Commissioner Jeff Randall, Vice President

Date

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



**PUBLIC UTILITY DISTRICT NO. 1 of
Jefferson County**

April 26, 2022

**Board of Commissioners
Special Meeting
Jackson Thornton Audit Review
Quilcene Water Tank Bid Award
Commissioner Life Insurance Levels
Draft Minutes**

The Special Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 10:00 a.m. on April 26, 2022, via Zoom. Present:

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Will O'Donnell, Communications Director
Joel Paisner, General Counsel
Mike Bailey, Financial Services Director
Melanie Des Marais, Human Resources Director
Annette Johnson, Executive Assistant/Records Officer
Don McDaniel, Consultant
Cammy Brown, Recording Secretary (Absent)

1. CALL TO ORDER.

Commissioner Kenneth Collins called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for April 26, 2022, to order at 10:00 a.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

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Jefferson County PUD
Board of Commissioners
April 26, 2022 Special Meeting
Draft Minutes

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

2. **AGENDA REVIEW.** There were no additions or corrections to agenda.

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

3. **PRESENTATION. JACKSON THORNTON AUDIT REVIEW.**

Tuan Blank of Jackson Thornton gave a presentation for financials 2021 independent auditor's report. 2021 was a successful year. There was a clean audit for 2021. There were no significant deficiencies. No incidences of noncompliance.

4. **OTHER BUSINESS.**

4.1 **Quilcene Water Tank Bid Award.** Engineering Director Samantha Harper gave a report.

MOTION: Commissioner Dan Toepper made a motion to approve the resolution authorizing the General Manager to award and execute all construction contracts for the Quilcene tank project. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

4.2 **Commissioner Life Insurance Levels.** Human Resources Director Melanie Des Marais gave a report. There was some discussion.

MOTION: Commissioner Jeff Randall made a motion to approve a resolution regarding PUD sponsored life insurance policies. Commissioner Kenneth Collins seconded the motion. Commissioner Kenneth Collins and Commissioner Jeff Randall voted yes. Commissioner Dan Toepper voted no. Motion carried with majority.

5. **ADJOURN.** Commissioner Kenneth Collins declared the April 26, 2022, Special Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 11:07 a.m.

Minutes prepared by Recording
Secretary Cammy Brown

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Jefferson County PUD
Board of Commissioners
April 26, 2022 Special Meeting
Draft Minutes

Approved:

Commissioner Dan Toepper, Secretary

Date

Attest:

Commissioner Kenneth Collins, President

Date

Commissioner Jeff Randall, Vice President

Date

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**PUBLIC UTILITY DISTRICT NO. 1 of
Jefferson County**

May 3, 2022

**Board of Commissioners Regular Meeting
Draft Minutes**

The Pre-Meeting of the Public Utility District No. 1 of Jefferson County (PUD) Board of Commissioners was called to order by the President of the Board of Commissioners (Board or BOC) at 3:00 p.m. May 3, 2022 via Zoom. Present:

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Will O'Donnell, Communications Director
Joel Paisner, General Counsel
Annette Johnson, Executive Assistant and Records Admin.
Jean Hall, Customer Service Director
Mike Bailey, Finance Director
Melanie Des Marais, Human Resources Director
Melissa Blair, Financial Services Manager
Scott Bancroft, Operations Director
Samantha Harper, Engineering Director
Josh Garlock, Lineman Superintendent
Don McDaniel, PUD Consultant
Cammy Brown, PUD Recording Secretary

-
1. **CALL TO ORDER.** Commissioner Kenneth Collins called the Pre-Meeting of the Regular

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Jefferson County PUD
Board of Commissioners
Pre-Meeting 3:00 p.m.
Regular Board Meeting 4:00 p.m.
May 3,2022 - Draft Minutes

Meeting of the Jefferson County PUD No. 1 Board of Commissioners for May 3, 2022, to order at 3:00 p.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

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

1. **AGENDA REVIEW:** No additions or corrections.

MOTION: Commissioner Jeff Randall made a motion to approve the agenda as approved. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

2. **CLOSED SESSION:** Per RCW 42.30.140(4)(a)(b) regarding union negotiations. A Closed Session of the Board of Commissioners of the Jefferson County Public Utility District No. 1 was announced per RCW 42.30.140(4)(a)(b) regarding union negotiations. Approximately 30 minutes was requested. The Closed Session convened at 3:02 p.m. The Closed Session ended at 3:35 p.m. No action was taken. The Pre-Meeting of the Regular Session of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 3:35 p.m. No action was taken. Commissioner Kenneth Collins declared a 15-minute recess at 3:37 p.m.

END OF PRE-MEETING REGULAR MEETING

The Regular meeting of the Public Utility District No. 1 of Jefferson County (PUD) Board of Commissioners was called to order by the President of the Board of Commissioners (Board or BOC) at 4:00 p.m. May 3, 2022 via Zoom. Present:

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Will O'Donnell, Communications Director
Joel Paisner, General Counsel
Annette Johnson, Executive Assistant and Records Admin.
Jean Hall, Customer Service Director
Mike Bailey, Finance Director
Melanie Des Marais, Human Resources Director
Melissa Blair, Financial Services Manager
Scott Bancroft, Operations Director
Samantha Harper, Engineering Director
Josh Garlock, Lineman Superintendent
Don McDaniel, PUD Consultant
Cammy Brown, PUD Recording Secretary

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Jefferson County PUD
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Commissioner Kenneth Collins took roll call to establish that a quorum was present. All three commissioners were present. A quorum was established.

4. **PUBLIC COMMENT.** Commissioner Kenneth Collins read the guidelines for submitting public comment. Topics abbreviated. There were no public comments.

5. **CONSENT AGENDA.** Commissioner Kenneth Collins read the Consent Agenda guidelines.

MOTION: Commissioner Dan Toepper made a motion to approve the Consent Agenda as presented. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

5.1 Prior Minutes. None.

5.2 Vouchers.

Voucher Approval Form for the Commissioners.

Voucher Certification with Supporting Warrant Register & Payroll.

PAYMENTS TO BE APPROVED

WARRANTS	AMOUNT	DATE
Accounts Payable: #128736 to #128798	\$ 640,991.76	04/14/2022
Accounts Payable: #128799 to #128853	\$ 741,194.15	04/21/2022
Payroll Checks: # 71002 to # 71004	\$ 6,404.73	04/15/2022
Payroll Direct Deposit:	\$ 135,540.58	04/15/2022

TOTAL INVOICES PAID: \$ 1,524,131.22

GRAND TOTAL \$ 1,524,131.22

Voided Warrants: 128170 \$13.40

5.3 Financial Report

March 2022 Financials.

5.4 Correspondence Log.

Correspondence Log.

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Jefferson County PUD

Board of Commissioners

Pre-Meeting 3:00 p.m.

Regular Board Meeting 4:00 p.m.

May 3,2022 - Draft Minutes

END OF CONSENT AGENDA

6.0 MANAGER AND STAFF REPORTS.

Customer Service Director Jean Hall gave a slide presentation on electric rate changes and when the changes will go into effect. General Manager Kevin Streett gave some input. Staff will bring forward at the June meeting of the BOC a brief discussion on the increase that will occur on or after July 5, 2022. Budgetary information will be brought to the BOC at that time. At the June meeting a presentation will be made on changes. PUD staff will recommend keeping the rate increase as scheduled. There was considerable discussion.

Broadband Project Update. Communications Director Will O'Donnell gave an update on the broadband project. A presentation is scheduled for May 19, 2022 at 9:00 a.m.

Commissioners' Retreat: A commissioners' retreat is scheduled for June 8, 2022, at 11:00 a.m. to 5:00 p.m. and June 9, 2022, 8:30 a.m. to 2:00 p.m. at Fort Worden. Goals of the meeting is to review succession planning.

Human Resources Report. Human Resources Director Melanie Des Marais gave a presentation on challenges the PUD has.

May 19, 2022 IGC Meeting. General Manager Kevin Streett reported that the IGC wanted each entity to have some infrastructure project to talk about for federally funded and state funded projects. The PUD does not have projects. The County is giving more money to the Port Hadlock Sewer. In the new housing development in Port Hadlock, the PUD would support the County's effort to increase the funding for that project. PUD Staff will send commissioners any ideas they have first to discuss at the next Board meeting.

7.0 COMMISSIONER REPORTS.

Commissioner Dan Toepper:

4/21 Participated in PUD Special meeting.

4/21 Listened in to provider of choice presentation on some of the contract factors

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Jefferson County PUD

Board of Commissioners

Pre-Meeting 3:00 p.m.

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May 3, 2022 - Draft Minutes

- that BPA is looking at for the upcoming contract workshops.
- 4/26 Attended PUD BOC Special meeting on Jackson Thornton audit.
 - 4/26 Listened in on a PPC member Q & A on the BPA provider choice presentation from the meeting on 4-21-2022.
 - 4/28 Listened to the WPAG (Washington Public Agencies Group) meeting. Report.
 - 4/29 Met with General Manager Kevin Streett.
 - 5/4 and
 - 5/5 Will attend PPC meeting in Portland.
 - 5/5 Will listen in on NoaNet workshop on retail authority.
 - 5/9 Will attend East Jefferson Fire Chiefs' meeting.
 - 5/10 Will attend PUD BOC Special Meeting.
 - 5/11 Will attend NoaNet meeting.
 - 5/13 Will meet with General Manager Kevin Streett.
 - 5/16 Will meet with PUD's General Counsel.
 - 5/18 Will attend WPAG meeting.
 - 5/21 thru
 - 5/25 Will attend the NWPPA Annual Conference in Coeur d'Alene.

Commissioner Jeff Randall:

- 4/20 Met with Sims Way Coordinating Group (City, County, Port, and representatives from PUD. Report on City stakeholders' meeting.
- 4/21 Participated in PUD Special Meeting.
- 4/22 Spoke with Monte Reinders and Bob Wheeler about Hadlock Sewer Project and got an update. Report.
- 4/23 Attended meeting with Popular Alliance. Report.
- 4/26 Attended PUD BOC Special meeting on Jackson Thornton audit.
- 4/29 Traveled to Energy NW in Pasco. Received a recognition plaque and a resolution for Commissioner Kenneth Collins in appreciation for his service. Report. Toured the Columbia Generating Station.
- 4/29 Phone conversation with Ron Skagen from Douglas PUD on hydrogen project.
- 5/4 Plan on participating in the PPC member forum.
- 5/5 Plan to attend EDC Team Jefferson meeting.
- 5/9 Will attend CAB meeting.
- 5/10 Will attend PUD BOC Special Meeting.
- 5/11 Plan to attend Climate Action Committee ED working group.
- 5/12 Plan to attend Sims Way Coordinating Group meeting.

Page 5 of 7

Jefferson County PUD
 Board of Commissioners
 Pre-Meeting 3:00 p.m.
 Regular Board Meeting 4:00 p.m.
 May 3,2022 - Draft Minutes

Commissioner Kenneth Collins

- 4/20 Attended presentation by PPC on Power Supply Fundamentals. Report.
- 4/21 Participated in PUD Special Meeting.
- 4/26 Attended PUD BOC Special meeting on Jackson Thornton audit.
- 5/3 Met with General Manager Kevin Streett.
- 5/5 Will attend PPC meeting.
- 5/6 Will attend PPC Executive Committee meeting.
- 5/6 Will participate in meeting with residents at Beckett Point having to do with concerns about sewer services.
- 5/6 Will participate in JBAT Executive Committee meeting.
- 5/10 Will attend PUD BOC Special Meeting.
- 5/11 Will have conference call with General Manager Kevin Streett.
- 5/17 Will have conference call with General Manager Kevin Streett.

There was discussion on NoaNet becoming an ISP. General Manager Kevin Streett summarized the survey that NoaNet sent out. Commissioner Kenneth Collins requested that an email with the survey results be sent to him.

Public Comments:

- **Comment:** Comments on Energy NW and how they use water were made.

8.0 OLD BUSINESS.

8.1 Updating Check Signer Resolution: Finance Director Mike Bailey gave a report presenting a resolution to add authority for Kevin Street, Mike Bailey, Samantha Harper, Melanie Des Marias, Melissa Blair, and Kenneth Collins to become authorized check signers on the accounts for the PUD.

MOTION: Commissioner Jeff Randall made a motion to approve the resolution designating signers for all checking accounts for the PUD. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

9.0 NEW BUSINESS.

9.1 Agreement between Pleasant Harbor and PUD for the Assumption of Wastewater Treatment and Collection Facilities for Pleasant Harbor Marina and Gold

Page 6 of 7

Jefferson County PUD
Board of Commissioners
Pre-Meeting 3:00 p.m.
Regular Board Meeting 4:00 p.m.
May 3, 2022 - Draft Minutes

Resort. Engineering Director Samantha Harper and Bob Thurston of Aqua Tech gave a report. There was consensus among the commissioners to have General Counsel Joel Paisner review and revise the agreement, send those revisions to Engineering Director Samantha Harper and then back to the Board of Commissioners for approval. There was some discussion.

Public Comment.

- **Comment.** Will need a cost-of-service study. Contract only covers operations and maintenance.

10. ADJOURN.

Commissioner Kenneth Collins declared the May 3, 2022, Regular Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 5:21 p.m.

Minutes prepared by
Cammy Brown, PUD Recording Secretary

Approved:

_____ Commissioner Dan Toepper, Secretary	_____ Date
--	---------------

Attest:

_____ Commissioner Kenneth Collins, President	_____ Date
--	---------------

_____ Commissioner Jeff Randall, Vice President	_____ Date
--	---------------

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

Page **7** of **7**

Jefferson County PUD
Board of Commissioners
Pre-Meeting 3:00 p.m.
Regular Board Meeting 4:00 p.m.
May 3,2022 - Draft Minutes

PUD Calendar

September 6, 2022










**September 6, 2022, Regular BOC Meeting, 3:00pm in person and per ZOOM
310 Four Corners Rd. Port Townsend**

**September 13, 2022, Special Meeting 10:00-12:00 Doug Dawson, review of
Broadband 310 Four Corners Rd. Port Townsend**

September 14-16, 2022, WPUDA Association Meetings, In person and per ZOOM

**September 20, 2022, Regular BOC Meeting, 3:00pm in person and per ZOOM
310 Four Corners Rd Port Townsend**

September 21-23, 2022, WPUDA Water Workshop in person only

     Received 		From	Subject	Size
Yesterday				
	Tue 11:37 AM	russmichel234@gmail.com	August 23rd Special Meeting (Retreat) comments from Russ Michel	26 KB
Monday				
	Mon 2:39 PM	Annette Huenke	Re: just heard from an alarmed customer/owner	26 KB
	Mon 2:30 PM	Annette Huenke	just heard from an alarmed customer/owner	19 KB
Last Week				
	 Fri 8/26	Liz Revord	Gratitude extended to the ICG(+) from HSN!	404 KB
	 Thu 8/25	David Brader	Sorry about dropping PUD from our mailing list	701 KB
	Thu 8/25	Sebastian Eggert	Death of the CAB	23 KB
	 Thu 8/25	Leo Boyd II	Agenda change and rates	254 KB
	Tue 8/23	Tom Thiersch	Cyber security for JPUD Water Division	22 KB
Two Weeks Ago				
	8/14/2022	Annette Huenke	another example	21 KB

**PUBLIC UTILITY DISTRICT NO. 1
OF
JEFFERSON COUNTY**

RESOLUTION NO. 2022-XXX

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County (“the PUD”) establishing an Advanced Meter Infrastructure (AMI) Meter Replacement Project Customer Side Repair Policy.

WHEREAS, the Jefferson County Public Utility District No. 1 (JPUD), plans to deploy Advanced Metering Infrastructure (AMI) across its entire electric service territories, replacing or upgrading all non-communicating power and water meters with advanced two-way communicating technology, and

WHEREAS, advanced meter infrastructure will modernize utility operations and be a cornerstone to deliver customers improved services and benefits, and

WHEREAS, to ensure both customer wellbeing and the success of this critical project, JPUD has researched and identified solutions to potential customer impacts that may arise throughout the AMI installation project, and

WHEREAS, to address these impacts, JPUD has developed an Advanced Meter Customer Side Repair Policy presented to the Board of Commissioners at the August 26, 2022 Special Meeting and

WHEREAS, the adoption of this policy will authorize the PUD to provide certain programs specific to customer-owned electric infrastructure repairs and/or replacement, and

WHEREAS, the Board of Commissioners declares that the Advanced Metering Infrastructure (AMI) Meter Replacement Project is designated a Special Project of Limited Duration, and the policy will be in effect y through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Public Utility District Board of Commissioners, incorporates the Recitals above as if fully set forth herein; and

IT IS FURTHER RESOLVED, the Jefferson County Public Utility District Board of Commissioners hereby adopts the Advanced Meter Infrastructure (AMI) Meter Replacement Project Customer Side Repair Policy, attached and incorporated herein by this reference; and

IT IS FURTHER RESOLVED, the Advanced Metering Infrastructure (AMI) Meter Replacement Project is found to be a Special Project of Limited Duration through December 31st, 2024.

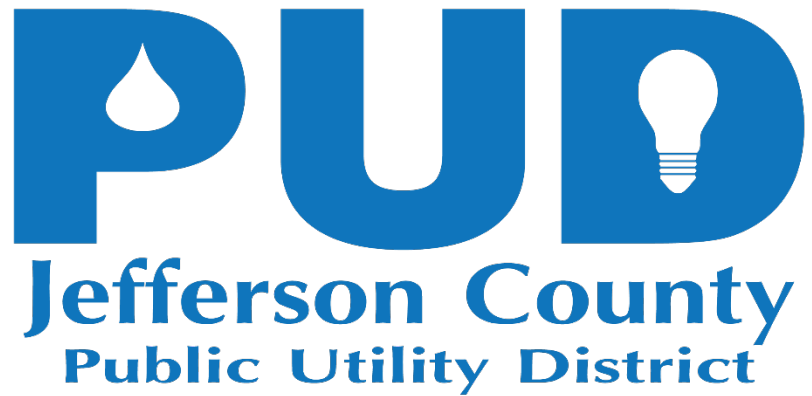
ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 6th day of September, 2022.

Attached: Advanced Meter Infrastructure (AMI) Meter Replacement Project Customer Side Repair Policy

Kenneth Collins, President

Jeff Randall, Vice President

Dan Toepper, Secretary



**Jefferson County PUD
Advanced Metering Infrastructure (AMI)
Meter Replacement Project
Customer Side Repair Policy**

August 2022

Adopted by JPUD BOC on XXXXX via Resolution XXXXXXXX

1. POLICY DURATION:

- 1.1. This policy shall be in effect during the period that the Advanced Metering Infrastructure (AMI) Meter Replacement Project is designated as a Special Project of Limited Duration, which is currently through December 31, 2024.
- 1.2. This policy will benefit JPUD and provide a smooth transition to its Advanced Metering Infrastructure program. For clarity, if the Advanced Metering Infrastructure Special Project of Limited Duration is extended by the Commission, the duration of this policy will be extended automatically to match the new Project resolution end date.
- 1.3. During the policy duration, this Policy shall supersede and be controlling over any other conflicting Jefferson County Public Utility (JPUD) customer service policies, procedures, and practices. Following the Project, customer owned infrastructure repairs will revert to existing JPUD customer service policies, procedures, and practices.

2. BACKGROUND:

- 2.1. Advanced meters are a foundational element of JPUD's Grid Modernization Strategy and will deliver customers new key benefits over time related to their power and water usage. JPUD will deploy advanced metering across its entire water and electric service territories, replacing or upgrading all non-communicating power and water meters with advanced two-way communicating technology. Advanced metering technology will capture interval data, enable two-way communications, include remote capabilities, and provide advanced outage/issue detection, and verification. Advanced metering will modernize utility operations and be a cornerstone to deliver improved services and benefits to customers.
- 2.2. The meter deployment phase of the Advanced Metering Infrastructure Project will exchange nearly 20,000 electric meters over the course of 24-36 months. During this period, there is the potential for a small percentage of "Customer Impacts." Customer Impacts result from (1) disruption or damage to infrastructure or customer equipment during the meter exchange or (2) customer equipment being identified as unsafe or to have preexisting damage by the meter installer. The anticipated number of Customer Impacts is relatively low, estimated to only affect approximately 0.5-1.0% of all customers based on advanced meter deployments at similar utilities. Nevertheless, it is essential that these Customer Impacts be handled promptly so that a customer's service is restored as quickly as possible.
- 2.3. To ensure both JPUD customers' wellbeing and the success of this critical project, JPUD has researched and identified solutions to potential Customer Impacts that may arise throughout the project. To address these impacts, this policy outlines criteria for electric customer owned infrastructure repairs to be completed by JPUD during the Meter Replacement Project.

- 2.4. Lastly, the existing JPUD claims process is available to all customers if damage or claimed Customer Impact is disputed or exceeds the criteria listed.

3. POWER REPAIR CRITERIA:

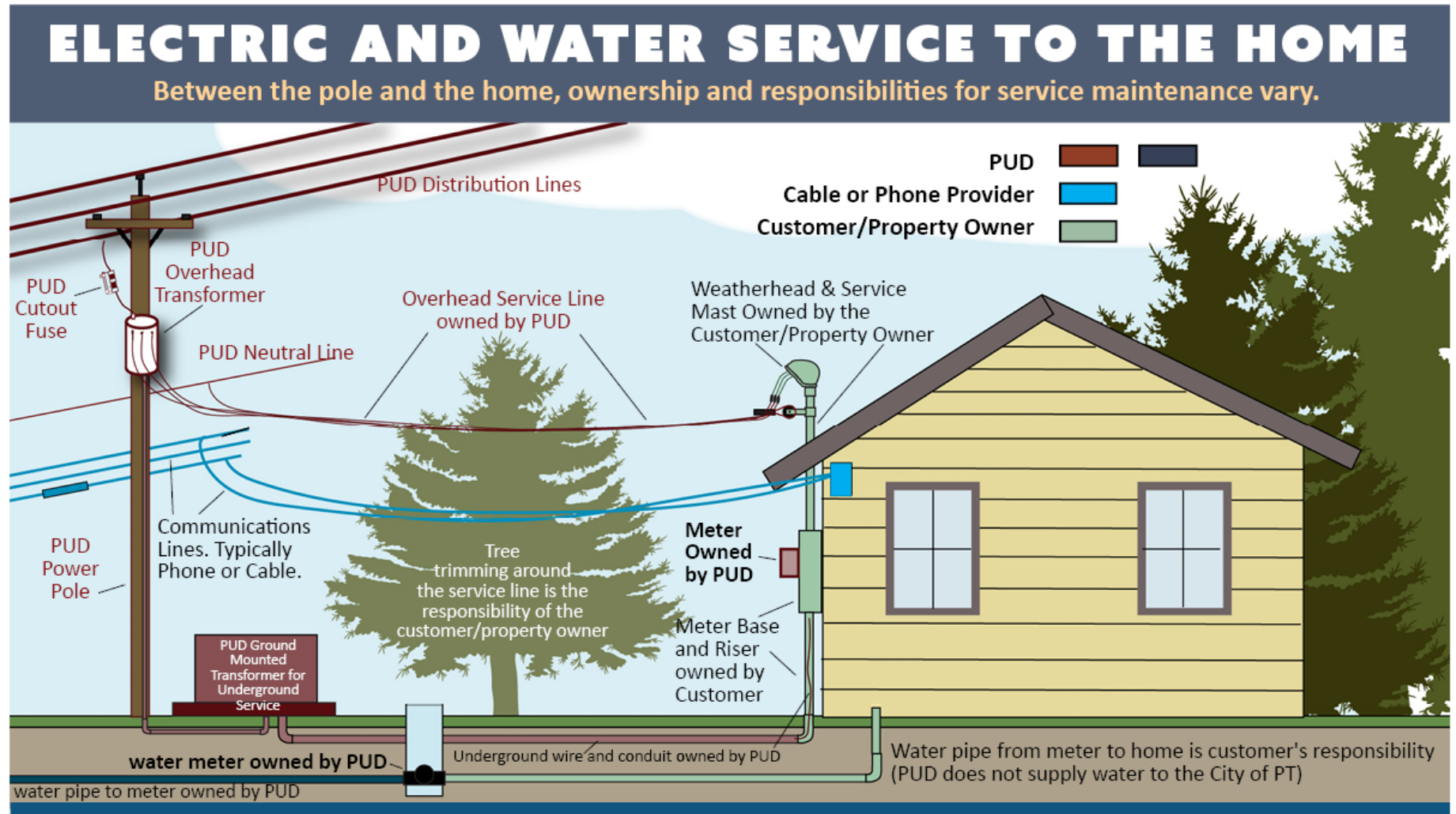
- 3.1. As specified in the JPUD Customer Service Policy, the customer is responsible for maintaining customer owned equipment, compliance with up-to-date electrical codes, and JPUD policies. This ensures both customer and utility staff safety when working in and around the meter. If customer owned equipment is impacted by a meter exchange, JPUD staff will make a reasonable attempt to re-establish the service connection.
- 3.2. JPUD expects minimal customer owned equipment impacts during advanced meter deployment.
- 3.3. During the Meter Replacement Project, JPUD may, at its discretion, replace customer owned equipment required to facilitate the meter exchange and safely provide the customer with electrical service. Customer owned equipment related to electrical service is identified in Figure 1. JPUD at its discretion may replace or repair items such as:
 - I. The meter socket, jaws, and/or enclosure (including minor related incidental repairs, as determined in the field)
 - II. Miscellaneous nuts/bolts related to the meter socket, jaws, and/or enclosure
- 3.4. Items that JPUD will not replace or repair include, but are not limited to the following:
 - I. Service panels
 - II. Tampering
 - III. Code violation repairs

4. JPUD DISCRETION AND DISCLAIMER.

- 4.1. Repairs or replacements are strictly at the discretion of JPUD. This policy does not require or obligate JPUD to make or complete any repairs or replacements. In making said repairs, JPUD or its contractors will exercise the degree of skill and care required by good practice and procedure followed in the utility industry. However, JPUD cannot warrant or guarantee that replaced equipment will be without defect, and as such disclaims any such warranty.
- 4.2. By enacting this policy or making any repairs or replacements, JPUD does not assume or offer any ongoing replacement, repair, or maintenance obligation. JPUD may make repairs or replacements to the equipment as specified herein solely at its discretion. However, JPUD will have no other obligation or duty to make other repairs or to maintain the equipment.

5. ATTACHMENTS: Customer Owned Infrastructure Figures, Figures 1

Figure 1. JPUD Owned vs. Customer Owned Equipment:



Jefferson County PUD Internet Services

Acceptable Use Policy

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Free Speech Policy

Jefferson County Public Utility District No. 1 ("JPUD") is committed to operating a network that values your right to open and free speech. It is the intent of this Acceptable Use Policy and the related Internet Service Subscriber Agreement to be administered and interpreted to protect your rights to open and free speech.

JPUD is also committed to the following principles regarding the delivery of internet service:

OPEN ACCESS

JPUD's network and Service will be Open Access to all providers who meet the service standard requirements for operating on our network.

NO DATA CAPS

JPUD does not currently enforce specific limitations on the amount of Internet data utilized by its customers through data caps or usage-based billing.

NETWORK NEUTRALITY

JPUD honors network neutrality principles and will not block, slow, or monitor traffic to any particular websites (subject only to reasonable network management requirements).

DISPUTE RESOLUTION

JPUD has adopted a Customer Dispute process, at the end of this Acceptable Use Policy, to provide a review of operational decisions made pursuant to the Acceptable Use Policy and Internet Service Subscriber Agreement.

JPUD does not monitor your usage of the Internet, the web pages you visit, review your on-line correspondence or any similar activity unless the nature of that activity is unlawful or is contrary to reasonable network management requirements.

Introduction

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 examples of 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~~ unlawful activity

Prohibited Uses

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

The following list of prohibited uses is provided as an example only, other uses may also be found to be in violation of JPUD's Acceptable Use Policy. 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, in order to protect the network, the Service and JPUD users, 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 of~~ 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~~ counsel.

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:	DMCA Agent
Mail	JPUD No. 1 Attn: Copyright Claims 310 Four Corners Rd Port Townsend, WA 98368
E-mail	dmca@jeffpud.org

Jefferson County PUD Internet Services

Acceptable Use Policy

Free Speech Policy

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- 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 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, in order to protect the network, the Service and JPUD users, 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. If the Service is used in a way that 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.

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 remotely via video or audio connection.
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 Broadband Department.

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 counsel

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:	DMCA Agent
Mail	JPUD No. 1 Attn: Copyright Claims 310 Four Corners Rd Port Townsend, WA 98368
E-mail	dmca@jeffpud.org

Jefferson County PUD Internet Services Subscriber Agreement

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

Agreement and Term

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

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

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

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

Service and Equipment

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

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

Installation and Access

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

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

General Subscriber Obligations

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

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

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

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

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

Service & Installation Charges

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

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

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

Service and Performance

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

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

Customer Use of the Service

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

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

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

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

LIMITATION OF LIABILITY: NO WARRANTIES

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

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



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: _____

Exhibit 1

Jefferson County PUD
RATE SCHEDULE
Retail Broadband Services

Effective ~~August~~
~~19~~September 1, 2021~~2022~~

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

Exhibit 1

Residential Retail Broadband Rates: Unlimited usage with no data caps. Does not include taxes or fees.	
Broadband	
Connection Fee per new Service Drop	GENERAL SERVICE AREA: Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request. SPECIAL PROJECT AREA: Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement or other impediments.
1500/1500 Mbps Broadband Access Unlimited usage with no data caps.	\$65/month
250/250 Mbps Broadband Access Unlimited usage with no data caps	\$75
1 Gbps/1 Gbps Broadband Access Unlimited usage with no data caps	\$9075/month
3 Gbps/3Gbps	\$150/month
Premium Service Adds to any rate above. Guarantees evening and weekend repair services for outages caused by the PUD network.	\$20
Low-Income Discount	\$20/month Only one discount per month provided only to qualified households.
ADDITIONAL RESIDENTIAL SERVICES AND PRODUCTS	
Wi-Fi Mesh Modem Rental (1Gbps ports)	\$150/month per unit
Wi-Fi Mesh Modem Rental (10 Gbps ports)	\$25/month per unit
Home Control App Suite	\$15/month

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Low Income Discount	\$20 per month Only one discount per month provided only to qualified households.
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$20
Business Retail Rates:	
Broadband	
100/100 Mbps Broadband Access Unlimited usage with no data caps.	\$75

Exhibit 1

250/250 Mbps Broadband Access Unlimited usage with no data caps	\$85
Business Retail Broadband Rates: <u>Unlimited usage with no data caps</u>	
1 Gbps/1 Gbps Broadband Access Unlimited usage with no data caps <u>Includes 1 Static IP address</u>	<u>\$100/month</u>
3 Gbps/3 Gbps Broadband Access <u>Includes 1 Static IP address</u>	<u>\$200/month</u>
5 Gbps/5 Gbps Broadband Access <u>Includes dedicated fiber and port</u> <u>Includes block of 5 Static IP addresses</u>	<u>\$500/month</u>
10 Gbps/10 Gbps Broadband Access <u>Includes dedicated fiber and port</u> <u>Includes block of 13 Static IP addresses</u>	<u>\$1,000/month</u>
Premium Service Adds to any rate above. Guarantees evening and weekend repair services for outages caused by the PUD network.	\$25
<u>ADDITIONAL BUSINESS SERVICES AND PRODUCTS</u>	
Wi-Fi Mesh Modem Rental (1Gbps ports) Wi-Fi Modem Rental	<u>\$15/month per unit</u> <u>\$40</u>
<u>Wi-Fi Mesh Modem Rental (10 Gbps ports)</u>	<u>\$25/month per unit</u>
<u>Additional IP Addresses (block of 5)</u>	<u>\$25/month</u>
<u>Additional IP Addresses (block of 13)</u>	<u>\$50/month</u>
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$30
Labor Charges To be applied per hour to any work requested by customer that is not included in a standard installation. Applies to both residential and business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour
<u>CONNECTION FEE PER NEW SERVICE DROP</u>	
<u>GENERAL SERVICE AREA</u>	<u>Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.</u>
<u>SPECIAL PROJECT AREA</u>	<u>Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of</u>

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Exhibit 1

	<u>concrete, pavement, or other impediments.</u>
<u>PORT TOWNSEND BUSINESS DISTRICT LOAN PROJECT</u> <u>Requires proof of business license.</u>	<u>\$1,200 per premises.</u>

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Jefferson County PUD
RATE SCHEDULE
Retail Broadband Services
Effective September 1, 2022

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

Exhibit 1

Residential Retail Broadband Rates: Unlimited usage with no data caps. Does not include taxes or fees.	
150/150 Mbps Broadband Access	\$65/month
1/1 Gbps Broadband Access	\$75/month
3 /3 Gbps Broadband Access	\$150/month
Low-Income Discount	-\$20/month Only one discount per month provided only to qualified households.
ADDITIONAL RESIDENTIAL SERVICES AND PRODUCTS	
Wi-Fi Mesh Modem Rental (1 Gbps ports)	\$15/month per unit
Wi-Fi Mesh Modem Rental (10 Gbps ports)	\$25/month per unit
Home Control App Suite	\$15/month
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$20
Labor Charges To be applied per hour to any work requested by customer that is not included in a standard installation. Applies to both residential and business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour
CONNECTION FEE PER NEW SERVICE DROP	
GENERAL SERVICE AREA	Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.
SPECIAL PROJECT AREA	Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement, or other impediments.

Exhibit 1

Business Retail Broadband Rates:	
Unlimited usage with no data caps. Includes Business App Control Suite.	
1/1 Gbps Broadband Access Includes 1 Static IP address	\$100/month
3/3 Gbps Broadband Access Includes 2 fixed IP address	\$200/month
5/5 Gbps Broadband Access Includes dedicated fiber and port Includes up to 5 fixed IP addresses	\$500/month
10/10 Gbps Broadband Access Includes dedicated fiber and port Includes up to 5 fixed IP addresses	\$1,000/month
ADDITIONAL BUSINESS SERVICES AND PRODUCTS	
Wi-Fi Mesh Modem Rental (1Gbps ports)	\$15/month per unit
Wi-Fi Mesh Modem Rental (10 Gbps ports)	\$25/month per unit
Additional IP Addresses	
Additional IP Addresses (block of 5)	\$25/month
Additional IP Addresses (block of 13)	\$50/month
Voice over IP Telephone Service	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$30
Labor Charges	
To be applied per hour to any work requested by customer that is not included in a standard installation. Applies to both residential and business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour
CONNECTION FEE PER NEW SERVICE DROP	
GENERAL SERVICE AREA	Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.
SPECIAL PROJECT AREA	Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement, or other impediments.
PORT TOWNSEND BUSINESS DISTRICT LOAN PROJECT Requires proof of business license.	\$1,200 per premises.

Jefferson County PUD

RATE SCHEDULE

Wholesale Broadband Services

Effective 09/01/2022

- A. The rates listed on this schedule are available to qualified Internet Service Providers (ISPs) desiring to use the PUD's wholesale fiber optic network. The PUD reserves the right, at its sole option to discontinue or modify services listed in this rate schedule at anytime.
- B. All wholesale fiber optic and wireless network services provided by the PUD are subject to the terms and conditions in the PUD's Broadband Policies, as may be amended from time-to-time.
- C. The amount of any tax levied by any governmental entity, in accordance with the laws of the State of Washington, will be added to the charges shown in this rate schedule.
- D. Rates listed in all tables below are monthly recurring charges unless otherwise noted.
- E. The wholesale products delivered using the Passive Optical Network (PON) technology share one fiber to serve up to 64 customers.
- F. The wholesale products delivered using active ethernet technology deliver service using a single fiber and port dedicated to one location.
- G. All wholesale products are intended to serve only a single end user customer. It is prohibited to use the wholesale connections to connect or sell services to additional customers.
- H. The District's fiber optic network is able to provide other features such as but not limited to dark fiber, point-to-multipoint VLANs, and other backhaul solutions. The District is willing to sell such services under individual contractual arrangements. Please contact the District at broadband@jeffpud.org to discuss your needs.
- I. The PUD may enter into contractual arrangements with an RSP for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.
- J. The PUD will offer a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP),

Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. RSPs are required to pass this discount on to the qualifying household. RSPs are encouraged to match, and double the discount, but are not required to do so.

- K. General Service Areas refer to sections within the PUD's service territory where aid-to-construction costs may apply in determining connection fees per new service drop
- L. Special Project Areas refer to designated zones within the PUD's service territory where grant- or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.

NEW SERVICE PROVIDER SET-UP <i>Non-recurring. This is applied one time for a new ISP.</i>	\$250
Service Provided using Passive Optical Network (PON) Technology. <i>These are wholesale broadband products delivered to customers using the PON network that uses one fiber to share bandwidth with up to 32 customers. Includes Residential PON Services and Business PON Services. Price per unique premises. Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports</i>	
RESIDENTIAL PON SERVICES:	
150/150 Mbps Basic Access	\$35
1/1 Gbps Basic Access	\$45
3/3 Gbps Basic Access	\$100
Premium Support (per unique premises) <i>Added to any of the above products. Provides priority restoration following network outages.</i>	\$10
Low Income Internet Service Discount. <i>The PUD will verify that somebody in a household qualifies for the low-income discount using the FCC definition. The discount will not apply if at some future time nobody in the household qualifies. Only one discount per household.</i>	-\$10 monthly discount.
BUSINESS PON SERVICES:	
150/150 Mbps Basic Access	\$40
1/1 Gbps Basic Access	\$66
3/3 Gbps	\$133
5/5 Gbps	\$333

10/10 Gbps	\$667
Premium Support (per unique premises) <i>Added to any of the above products. Provides priority restoration following network outages.</i>	\$15
Service Provided using Active Ethernet (Active-E) Technology <i>These wholesale broadband products are delivered to customers using a single dedicated fiber for each customer. Includes Business Ethernet Services and VLAN Off-Network Services.</i>	
BUSINESS ACTIVE-E SERVICES <i>Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports. Price per unique premises.</i>	
100/100 Mbps Basic Access	\$100
250/250 Mbps Basic Access	\$150
1/1 Gbps Basic Access	\$300
Premium Support (per unique premise) <i>Added to any of the above products. Provides priority restoration following network outages.</i>	\$15
CUSTOMER VLAN OFF-NETWORK SERVICES Includes Premium Support	
100 Mbps port – Month-to-Month billing	\$500
100 Mbps port – 3-Year Contract	\$300
100 Mbps port – 5-Year Contract	\$200
250 Mbps port – Month-to-Month billing	\$700
250 Mbps port – 3-Year Contract	\$500
250 Mbps port – 5-Year Contract	\$300
1 Gbps port – Month-to-Month billing	\$1,100
1 Gbps port – 3-Year Contract	\$900
1 Gbps port – 5-Year Contract	\$650

COLOCATION:

The following are monthly recurring charges for collocating equipment in District Facilities. The rates include cabinet or rack space, access to 20-amp AC power, and keyed entry for Customer access.

Full Rack Space	\$500
Half Rack Space	\$250
One-Third Rack Space	\$170
One-Fourth Rack Space	\$125
DC Power – per each 5 amps of total installed breaker capacity	\$18

LABOR CHARGES

To be applied per hour to any work requested by Customer that is not included in a standard installation. Minimum charge is for ½ hour of time.

Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour

CONNECTION FEE PER NEW SERVICE DROP: GENERAL SERVICE AREA

Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.

CONNECTION FEE PER NEW SERVICE DROP: SPECIAL PROJECT AREA

Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement, or other impediments.

Jefferson County PUD RATE SCHEDULE Wholesale Broadband Services

Effective ~~0609/2001/2021~~2022

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- A. The rates listed on this schedule are available to qualified Internet Service Providers (ISPs) desiring to use the PUD's wholesale fiber optic network. The PUD reserves the right, at its sole option to discontinue or modify services listed in this rate schedule at anytime.
- B. All wholesale fiber optic and wireless network services provided by the PUD are subject to the terms and conditions in the PUD's ~~Telecommunications-Broadband~~ Policies, as may be amended from time-to-time.
- ~~C.~~ The amount of any tax levied by any governmental entity, in accordance with the laws of the State of Washington, will be added to the charges shown in this rate schedule.

~~C.~~

~~D.~~ Rates listed in all tables below are monthly recurring charges unless otherwise noted.

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~~E.~~ The wholesale products delivered using the Passive Optical Network (PON) technology share one fiber to serve up to 64 customers.

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~~F.~~ The wholesale products delivered using active ethernet technology deliver service using a single fiber and port dedicated to one location.

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~~G.~~ All wholesale products are intended to serve only a single end user customer. It is prohibited to use the wholesale connections to connect or sell services to additional customers.

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~~H.~~ The District's fiber optic network is able to provide other features such as dark fiber, point-to-multipoint VLANs, and other backhaul solutions. The District is willing to sell such services under individual contractual arrangements. Please contact the District at broadband@jeffpud.org to discuss your needs.

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~~I.~~ The PUD may enter into contractual arrangements with an RSP for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.

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~~J.~~ The PUD will offer a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. RSPs are required to pass this discount on to the qualifying household. RSPs are encouraged to match, and double the discount, but are not required to do so.

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~~K.~~ General Service Areas refer to sections within the PUD's service territory where aid-to-

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construction costs may apply in determining connection fees per new service drop.

L. Special Project Areas refer to designated zones within the PUD's service territory where grant- or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.

A.

B. ~~The products delivered with Residential Ethernet Services and Business Ethernet Services are intended to serve a single User location. It is prohibited to use the bandwidth from these products to connect to or sell services to additional customer locations.~~

C.A. ~~The District's fiber optic network is able to provide other features such as dark fiber, point-to-multipoint VLANs, and other backhaul solutions. The District is willing to sell such services under individual contractual arrangements. Please contact the District at broadband@jeffpud.org to discuss your needs.~~

D.A. ~~The PUD may enter into contractual arrangements with an RSP for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.~~

E.A. ~~The PUD will offer a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. RSPs are required to pass this discount on to the qualifying household. RSPs are encouraged to match, and double the discount, but are not required to do so.~~

F.A. ~~General Service Areas refer to sections within the PUD's service territory where aid to construction costs may apply in determining connection fees per new service drop.~~

G.A. ~~Special Project Areas refer to designated zones within the PUD's service territory where grant or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.~~

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SET-UP OF NEW SERVICE PROVIDER SET-UP

Non-recurring. This is applied one time for a new ISP.

\$250 ~~non-recurring. This is applied one time for a new RSP.~~

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Service Provided using Passive Optical Network (PON) Technology.

These are wholesale broadband products delivered to customers using the PON network that uses one fiber to share bandwidth with up to 32 customers. Includes Residential PON Services and Business PON Services. Price per unique premises. Tier 1 technical support provided 24/7, higher tiers of support

available only during PUD's normal business hours. Includes data and/or Ethernet voice ports.

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RESIDENTIAL ~~ETHERNET PON~~ SERVICES:

100/100 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$35
250/250 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$40
1 Gbps/1 Gbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$45
Premium Support (per unique premises) Added to any of the above products. Provides priority restoration following network outages.	\$10
Low Income Fiber-Internet Service Discount. The PUD will verify that somebody in a household qualifies for the low-income discount using the FCC definition. The discount will not apply if at some future time nobody in the household qualifies.	\$10 monthly discount. Only one discount per household.

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BUSINESS ~~PON-ETHERNET~~ SERVICES:

100/100 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$40
250/250 Mbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$45
1 Gbps/1 Gbps Basic Access (per unique premises) Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports	\$50
Premium Support (per unique premises) Added to any of the above products. Provides priority restoration following network outages.	\$15

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Service Provided using Active Ethernet (Active-E) Technology

These wholesale broadband products are delivered to customers using a single dedicated fiber for each customer. Includes Business Ethernet Services and VLAN Off-Network Services.

BUSINESS ETHERNET SERVICES

Tier 1 technical support provided 24/7, higher tiers of support available only during PUD's normal business hours. Includes data and/or Ethernet voice ports

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<u>100/100 Mbps Basic Access (per unique premises)</u>	<u>\$100</u>
<u>250/250 Mbps Basic Access (per unique premises)</u>	<u>\$150</u>
<u>1 Gbps/1 Gbps Basic Access (per unique premises)</u>	<u>\$300</u>
<u>Premium Support (per unique premise) Added to any of the above products. Provides priority restoration following network outages.</u>	<u>\$15</u>
CUSTOMER VLAN OFF-NETWORK SERVICES: { Includes Premium Support) Includes PremiumSupport	
100 Mbps port – Month-to-Month billing	\$500
100 Mbps port – 3-Year Contract	\$300
100 Mbps port – 5-Year Contract	\$200
250 Mbps port – Month-to-Month billing	\$700
250 Mbps port – 3-Year Contract	\$500
250 Mbps port – 5-Year Contract	\$300
1 Gbps port – Month-to-Month billing	\$1,100
1 Gbps port – 3-Year Contract	\$900
1 Gbps port – 5-Year Contract	\$650
COLLOCATION:	
The following are monthly recurring charges for collocating equipment in District Facilities. The rates include -cabinet or rack space, access to 20 amp AC power, and keyed entry for Customer access.	
Full Rack Space	\$500
Half Rack Space	\$250
One-Third Rack Space	\$170
One-Fourth Rack Space	\$125
DC Power – per each 5 amps of total installed breaker capacity	\$18
LABOR CHARGES: To be applied per hour to any work requested by Customer that is not included in a standard installation. Minimum charge is for ½ hour of time.	

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Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour
CONNECTION FEE PER NEW SERVICE DROP	GENERAL SERVICE AREA: Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.
	SPECIAL PROJECT AREA: Installation is generally free for any drop of 1,000 feet or less. The PUD reserves the right to apply special construction charges for -drops over that length. The PUD also reserves the right to bill extra charges for drops less than 1,000 feet that require construction under a significant amount of concrete, pavement pavement , or other impediments.

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AGENDA REPORT

DATE: September 6, 2022
TO: Board of Commissioners
FROM: Samantha Harper, P.E.
RE: 2022 Public Works Board Construction Loan Program Submission

BACKGROUND: The Bywater Bay Shine Road to Paradise Bay Road Water Main Extension is in the PUD's Bywater Bay water system. The proposal is to construct approximately 2,670-ft of water main. The proposed project will connect to long dead ended water mains in order to improve water pressure, water quality and fire flow within the Shine Road area. The proposed scope also includes the installation of approximately 3 fire hydrants and other water apparatus. The water main will be 8-inch diameter PVC pipe within both the Shine Road and Paradise Bay Road rights-of-way and a 10-inch diameter HDPE pipe within Highway (Hwy) 104 right-of-way. The depth of the proposed water main would be approximately 4-feet.

The project is located within the PUD's water capital improvement plan (CIP) to be completed in 2025.

WSDOT has plans to install a roundabout at the intersection of Shine Road, Hwy 104, and Paradise Bay Road. Therefore, the PUD is proposing to bore the water main under the Hwy 104. WSDOT roundabout project will be under construction from Spring 2023 with a completion of Fall 2024.

ANALYSIS/FINDINGS: The Bywater Bay Shine Road to Paradise Bay Road Water Main Extension project total project estimate is:

Project Phase	Amount	Funding Source
Design	\$80,000	Potential PWB loan
Construction	\$804,608	Potential PWB loan
Total Project	\$884,608	

FISCAL IMPACT: Public Works Board loan term is 20-years, including a 5-year completion date. The interest rates are dictated by the Public Works Board Board's statute. The interest rates are between 0.35%-1.39%.

RECOMMENDATION: Staff is recommending that the Board adopt a motion to approve staff's submission of the 2022 Public Works Board Construction Loan Program for the design and construction of the Bywater Bay Shine Road to Paradise Bay Road Water Main Extension Project in amount of \$884,608.

ATTACHMENTS:

Project Site Plan

Project Cost Estimate

Bywater Bay Water Line Extension Shine Rd. to Paradise Bay Rd.

Revenue

8/26/2022

Unfunded	\$	884,608.47
Total Revenue		\$ 884,608.47

Expenses

DESIGN

Design Engineering	\$	50,000.00
Cultural Resources	\$	18,000.00
Survey	\$	7,000.00
Permitting and Recording	\$	5,000.00
Design Subtotal		\$ 80,000.00

CONSTRUCTION

Construction Estimate -	\$	760,108.47
Material Testing	\$	6,500.00
Construction Engineering	\$	35,000.00
Misc. (Printing, advertisements, etc.)	\$	3,000.00
Construction Subtotal		\$ 804,608.47
Total Project Cost	\$	884,608.47

Bywater Bay Water Main Extension Shine Road to Paradise Bay Road Conceptual Site Plan

