

## Regular Meeting Agenda

### Board of Commissioners

Tues, Aug 3, 2021 5:00 PM

Zoom

Port Townsend, WA 98368



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

Per the Governor's Extended Proclamation 20-28 and in response to the COVID-19 Pandemic, Jefferson County PUD is no longer providing an in-person room for meetings of the BOC. All meetings will be held remotely via Zoom until otherwise informed by the Governor. Participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use \*6 to mute and unmute and \*9 to raise a hand to request to speak.

#### 2. Agenda Review

#### 3. Public Comment

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

#### 4. Consent Agenda

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

**Consent Action:** *Approve a motion to accept the Consent Agenda as presented.*

##### 4.1. Prior Minutes

5 - 15

[PUD BOC Special Mtg Min. 4-27-21 Draft.docx](#) 

- 4.2. Vouchers 16 - 32

[Voucher Approval Form for the Commissioners.pdf](#) 

[Voucher Certification with Supporting Warrant Register & Payroll....pdf](#) 

- 4.3. Financial Report 33 - 43

[June 2021 Financials.pdf](#) 

- 4.4. Calendar 44

[PUD Calendar August 3, 2021.docx](#) 

## 5. Manager and Staff Reports

*For information only, not requiring a vote.*

- 5.1. NTIA/WSBO Grant Update

- 5.2. NoaNet Contract Talks Update

## 6. Old Business

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

- 6.1. Shine Plat Resolution 45 - 81

[Agenda Report-Acceptance of DWSRF Loan and GM to Sign Loan 210803-Final.doc](#) 

[Exhibit A - DWL26239 PUD No. 1 of Jefferson County Contract.pdf](#) 

[Resolution 2021-0XX Acceptance of DWSRF Loan for Shine Plat LUD No. 17-Final.docx](#) 

**Recommended Action:** Approve Resolution 2021-XXX accepting the Department of Health's 2020 Drinking Water State Revolving Fund loan for the Local Utility District No. 17, Shine Plat and authorizing the General Manager to sign the loan contract.

- 6.2. Broadband Resolution 82 - 101

[Resolution 2021-XXXX Resolution Adopting Broadband Rates and](#)

[Policies.docx](#) 

[Retail Rate Schedule 071321 Exhibit 1.docx](#) 


[Wholesale Rate Schedule 071321 \(003\) Exhibit 1.docx](#) 

[Telecom Policy Manual 040821](#) 

**Recommended Action:** *Approve Resolution 2021-XXX authorizing rates for the sale of retail Internet Services; approving revised rates for wholesale Internet Services, and approving Telecommunication Customer Service Policies.*

- 6.3. Interlocal Agreement with Mason 3 102 - 108

[Resolution For ILA with Mason 3 for BPA Fiber 2021 07 29.docx](#) 

[Interlocal Agreement Jefferson PUD and Mason PUD No. 3 - BPA Fiber 2021 06 23 v.003 encrypted ks07292021.pdf](#) 

**Recommended Action:** *Approve Resolution 2021-XXX authorizing an Interlocal Agreement with Public Utility District No. 3 of Mason County, Washington (PUD 3) regarding fiber optic construction.*

- 6.4. EDC Board Appointment 109

[AGENDA REPORT EDC Appointment from Board.docx](#) 

**Recommended Action:** *For discussion only*

## 7. New Business

- 7.1. Paid Family Medical Leave Act 110 - 114

[Agenda Report - PFML 8.3.2021.docx](#)  [PFML Policy Draft 8.3.2021.docx](#) 

**Recommended Action:** *For discussion only*

- 7.2. Employee Tuition Reimbursement 115 - 120

[Agenda Report - Tuition Reimbursement Policy.docx](#) 

[Tuition Reimbursement Policy 8.3.2021.docx](#) 

**Recommended Action:** *For discussion only*

- 7.3. Process for Including Commissioners in Staff Projects

**Recommended Action:** *For discussion only*

**8. Commissioner Reports**

**9. Executive Session**

RCW 42.30.110 (1) (g) – to review the performance of a public employee

RCW 42.30.140 (4) (b) Union Negotiations

RCW 42.30.110 (1) (a) (ii) To consider information regarding the infrastructure and security of computer and telecommunications networks for the PUD, with legal counsel present.

**10. Adjourn**



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

**April 27, 2021**

**Board of Commissioners**

**Special Meeting**

**Audit Exit Report**

**Broadband Planning**

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 27, 2021, via Zoom video conference. Present:

Commissioner Dan Toepper, President

Commissioner Jeff Randall, Secretary

Commissioner Kenneth Collins, Vice President

Kevin Streett, General Manager

Joel Paisner, General Counsel

Will O'Donnell, Communications Director

Mike Bailey, Finance Director

Jean Hall, Customer Service Director

Samantha Harper, Engineering Director

Melanie Patterson, Human Resources Director<sup>5</sup>

Lori Rae, Operations Supervisor

Nate Tantum, Accounting

Melissa Blair, Accounting

Tuan Blank, Jackson Thornton

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Jefferson County PUD  
BOC Special Meeting  
April 27, 2021  
Draft Minutes

**1. CALL TO ORDER.**

Commissioner Dan Toepper called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for April 22, 2021, to order at 10:00 a.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.

General Manager Kevin Streett requested a break in between the Exit Audit and the Broadband Discussion. There was a five-minute break inserted after the Audit Exit Report.

**2. AGENDA REVIEW.** Commissioner Dan Toepper presented the agenda.

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

**3. PRESENTATION – AUDIT EXIT REPORT:** Finance Director Mike Bailey introduced Tuan Blank and Caleb Paul with Jackson Thornton who gave a presentation. Clean audit. Further details can be heard on the audio recording at [www.jeffpud.org](http://www.jeffpud.org).

Presentation ended at 11:00 a.m. There was a scheduled five-minute break.

Meeting resumed at 11:05 a.m.

**4. DISCUSSION: BROADBAND PLANNING:** General Manager Kevin Streett gave a presentation. Further details can be heard on the audio recording at [www.jeffpud.org](http://www.jeffpud.org). There was some public comment.

**5. AJOURNMENT:** Commissioner Dan Toepper declared the April 27, 2021, Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at

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11:59 a.m.

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Minutes prepared by  
Cammy Brown, PUD Recording Secretary

**Approved:**

_____	_____
Commissioner Jeff Randall, Secretary	Date

**Attest:**

_____	_____
Commissioner Dan Toepper, President	Date

_____	_____
Commissioner Kenneth Collins, Vice President	Date

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



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

**May 4, 2021**

**Board of Commissioners  
Regular Meeting**

**Draft Minutes**

The Regular Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 5:00 p.m. on May 4, 2021. The meeting held remotely via Zoom. Present:

Commissioner Dan Toepper, President  
Commissioner Kenneth Collins, Vice President  
Commissioner Jeff Randall, Secretary  
Kevin Streett, General Manager  
Joel Paisner, General Counsel  
Will O'Donnell, Communications Director  
Mike Bailey, Financial Services Director  
Jean Hall, Customer Service Director  
Scott Bancroft, Operations Director  
Melanie Patterson, Human Resources Director  
Samantha Harper, Engineering Director  
Lori Rae, Operations Supervisor  
Don McDaniel, Consultant

Cammy Brown, PUD Recording Secretary

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**1. CALL TO ORDER:**

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Jefferson County PUD  
Board of Commissioners  
May 4, 2021, Regular Meeting  
Draft Minutes



Commissioner Dan Toepper called the regular meeting of the Jefferson County PUD No. 1 Board of Commissioners for May 4, 2021, to order at 5:00 p.m.

Commissioner Dan Toepper began the meeting by reading the Governor's Extended Proclamation 20-28. A roll call was taken. All three commissioners were present. A quorum was established.

**2. AGENDA REVIEW:**

Commissioner Dan Toepper added two breaks - one between Commissioners' Reports (Item No. 8) and the Executive Session (Item No. 9). Five minutes each.

Commissioner Kenneth Collins requested an item be added under New Business 7.2 - Letter to Newspaper.

**MOTION:** Commissioner Jeff Randall made a motion to approve the agenda as modified. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

**3. PUBLIC COMMENT:** Commissioner Dan Toepper presented the guidelines for members of the public to submit their comments.

- ☒ **Question:** Does the PUD have a COVID vaccinations policy?  
**Response:** No policy.

**4. CONSENT AGENDA:** Commissioner Dan Toepper read the Consent Agenda guidelines.

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

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

**4.2 VOUCHERS**

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

**VOUCHER CLAIM FORMS FOR INVOICES PAID:**

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Jefferson County PUD  
Board of Commissioners  
May 4, 2021, Regular Meeting  
Draft Minutes

WARRANTS	AMOUNT	DATE
Accounts Payable: #126005 to #126009	\$ 323,369.56	04/13/2021
Accounts Payable: #126010 to #126062	\$ 600,420.41	04/15/2021
Accounts Payable: #126063 to #126064	\$ 1,056.57	04/19/2021
Accounts Payable: #126065 to #126106	\$ 713,496.15	04/22/2021
Accounts Payable: #126107 to #126108	\$ 2,691.44	04/26/2021
Payroll Checks: # 70877 to # 70881	\$ 9,561.11	04/16/2021
Payroll Checks: # 70882 to # 70883	\$ 852.65	04/19/2021
Payroll Checks: # 70884 to # 70885	\$ 2,046.85	04/26/2021
Payroll Direct Deposit	\$ 130,573.61	04/16/2021
<b>TOTAL INVOICES PAID</b>	<b>\$1,784,068.35</b>	
<b>WIRE TRANSFERS PAID</b>	<b>AMOUNT</b>	<b>DATE</b>
BPA	\$1,810,433.00	04/014/2021
<b>GRAND TOTAL</b>	<b>\$3,594,501.35</b>	

**4.3 FINANCIAL REPORT: Written Off Accounts.**  
Written Off Accounts Motion.

**END OF CONSENT AGENDA.**

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**5. MANAGER AND STAFF REPORTS:**

**5.1 Wastewater Division Update:** Engineering Director Samantha Director gave a presentation and report.

**Public Comments:**

- ☒ **Question:** Who is responsible for repairs at Kala Point?

**5.2 Electric Rates Update:** General Manager Kevin Streett gave a report. Customer Service Director Jean Hall gave a report on low-income. There was considerable discussion. Details can be heard on audio recording at [www.jeffpud.org](http://www.jeffpud.org).

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Jefferson County PUD  
Board of Commissioners  
May 4, 2021, Regular Meeting  
Draft Minutes

**Public Comments:**

- ☒ **Comment:** Comment made on the use of electric cars for conservation.

**5.3 Materials Costs:** Operations Director Scott Bancroft gave a report. Material costs are going up. Commodity market has been sporadic. Details can be heard on audio recording at [www.jeffpud.org](http://www.jeffpud.org).

**6. OLD BUSINESS:**

**6.1 CAB Meeting Agenda:** General Manager Kevin Streett recommended giving the CAB (Citizen Advisory Board) the metering presentation that was given to the BOC. A joint meeting of the CAB and the BOC will be scheduled.

At 6:44 p.m. there was a five-minute recess.

At 6:49 p.m. the regular meeting of the BOC reconvened.

Commissioner Dan Toepper verified that there was a quorum.

**6.2 Timber Sales Contract:** Operations Director Scott Bancroft gave a report. The bid for the timber sales contract was sent to nine logging contractors. One company responded with a bid.

**MOTION:** Commissioner Jeff Randall made a motion that the Board of Commissioners of Jefferson County PUD No. 1 approve the contract on the Peterson Lake timber sale to Nisbet Timber Inc. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

**Public Comment:**

- ☒ **Question:** What is the price on contract? Are we still with AFM?  
**Response:** No, the PUD is not.
- ☒ **Question:** Who is managing this and what is the price on the contract?  
**Response:** The PUD is managing the project and the total price on the Project is estimated about \$600,000.

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**6.3 Broadband Planning:** General Manager Kevin Streett gave an update. There was discussion on how to move forward and spend money to get grant opportunities. There was consensus among the commissioners on the move to spend the designated money for broadband. More details can be heard on the audio recording at [www.jeffpud.org](http://www.jeffpud.org).

**Public Comment:**

- ☒ **Comment:** Great idea for the PUD to have policies and rates documented for the broadband business the PUD is already in. Commented on the PUD as an ISP and having a business plan. Commented on grant funding.
- ☒ **Question:** Could questions that were asked at the last broadband meeting could be answered.

**Response:** Send questions to General Manager Kevin Streett for a response.

**7. NEW BUSINESS:**

**7.1 EDC Funding Request.** General Manager Kevin Streett gave a report and made the recommendation for the PUD to have a representative from the PUD on the Board of the Economic Development Council. The PUD has a vested interest in trying to get new business and a vested interest in the community. There was considerable discussion. The request from the EDC was for \$30,000.00. This was for discussion only. At the next BOC meeting there will be a request from staff to approve the recommendation.

**Public Comment:**

- ☒ **Comment:** PUD should be in the EDC. The ICG and the executive roundtables that have been going on has had such a positive impact on getting things done. Collaboration is important.
- ☒ **Comment:** This as giving back to the ratepayers.

**7.2 Letter to Newspaper:** Commissioner Kenneth Collins presented an article that he had written that responded to the multiple emails regarding the topic of raising the rates. He wanted to give both of the other commissioners the opportunity to comment on it in terms of anything that they might strongly disagree with. There was some discussion.

**8. COMMISSIONER REPORTS.**

**Commissioner Jeff Randall:**

- 4/22 Attended the PUD BOC Special Meeting on Meter Replacement.
- 4/22 Participated in meeting with NOBC. (report).
- 4/26 Met with General Manager Kevin Streett.
- 4/27 Attended the PUD BOC Special Meeting on Audit Exit and BB Planning.
- 5/5 Will meet with General Manager Kevin Streett.
- 5/11 Will attend quarterly Workforce Development Council meeting.

**Commissioner Dan Toepper:**

- 4/22 Attended the PUD BOC Special Meeting on Meter Replacement.
- 4/22 Participated in WPUDA meeting on legislative updates.
- 4/23 Met with General Manager Kevin Streett.
- 4/27 Attended the PUD BOC Special Meeting on Audit Exit and BB Planning.
- 4/28 thru
- 4/30 Attended RUS Training. (report).
- 5/5 Will meet with General Manager Kevin Streett.
- 5/5 Will attend PPC meeting.
- 5/6 Will attend PPC Executive Meeting.
- 5/17 May attend JBAT meeting.
- 5/10 Will attend East Jefferson Fire Chief's Meeting.
- 5/10 Will attend CAB meeting.

Reported on letter he received from a customer in his district regarding a danger tree. Operations Director Scott Bancroft responded to the customer. There was some discussion.

**Commissioner Kenneth Collins:**

- 4/21 Attended Energy NW Board meeting. (report).
- 4/22 Attended WPUDA meeting on legislative updates.
- 4/22 Attended the PUD BOC Special Meeting on Meter Replacement.
- 4/23 Attended JBAT meeting.
- 4/23 Went on PUD new facility tour.
- 4/27 Attended the PUD BOC Special Meeting on Audit Exit.and BB Planning.
- 4/30 Attended JBAT Executive Committee meeting.
- 5/3 Met with General Manager Kevin Streett.

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Jefferson County PUD  
Board of Commissioners  
May 4, 2021, Regular Meeting  
Draft Minutes

5/5 and  
5/6 Will attend PPC meeting remotely.  
5/7 Will attend JBAT meeting.  
5/12 Will attend NoaNet Board meeting.  
5/17 Will meet with General Manager Kevin Streett.

At 8:09 p.m. there was a five-minute recess.

At 8:15 p.m. the regular meeting of the BOC reconvened.

Commissioner Dan Toepper announced there was a quorum of the commission.

**9. EXECUTIVE SESSION:** Commissioner Dan Toepper announced there would be an Executive Session pursuant to RCW 42.30.140(4) for discussions relating to the interpretation or application of the Jefferson County Public Utility District's Labor Agreement. Estimated time for meeting was twenty minutes. Executive session convened at 8:16 p.m.

Executive Session concluded at 8:36 p.m. No action was taken.

The Regular meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 8:16 p.m.

**10. ADJOURNMENT:**

Commissioner Dan Toepper declared the May 4, 2021, Regular Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 8:36 p.m.

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Minutes prepared by  
Recording Secretary Cammy Brown

**Approved:**

\_\_\_\_\_  
Commissioner Jeff Randall, Secretary

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Jefferson County PUD  
Board of Commissioners  
May 4, 2021, Regular Meeting  
Draft Minutes

Commissioner Dan Toepper, President

Date

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Commissioner Kenneth Collins, Vice President      Date

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## VOUCHER APPROVAL FORM

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Jefferson County hereby approve pending payments for transactions greater than \$100,000, if any. The following transactions are approved from the General Fund in the amount of **\$1,165,389.10** on this **3RD** day of **AUGUST** **2021** ;

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Dan Toepper  
President

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Kenneth Collins  
Vice President

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Jeff Randall  
Secretary

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### PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 126671 to # 126709	\$ 129,302.04	7/15/2021
Accounts Payable:	# 126710 to # 126768	\$ 892,030.38	7/22/2021
Payroll Checks:	# 70921 to # 70925	\$ 9,187.67	7/23/2021
Payroll Direct Deposit:		\$ 134,869.01	7/23/2021

<b>TOTAL INVOICES PAID</b>	<b>\$1,165,389.10</b>
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WIRE TRANSFERS PAID	AMOUNT	DATE
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<b>PAYMENT TOTAL</b>	<b>\$1,165,389.10</b>
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VOIDED WARRANTS



## VOUCHER CERTIFICATION FORM

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

Signed: Mike Bailey  
Mike Bailey, Financial Director / District Auditor

07/29/2021  
Date

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### VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 126671 to # 126709	\$ 129,302.04	7/15/2021
Accounts Payable:	# 126710 to # 126768	\$ 892,030.38	7/22/2021
Payroll Checks:	# 70921 to # 70925	\$ 9,187.67	7/23/2021
Payroll Direct Deposit:		\$ 134,869.01	7/23/2021
<b>TOTAL INVOICES PAID</b>		<b>\$1,165,389.10</b>	

WIRE TRANSFERS PAID	AMOUNT	DATE
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<b>GRAND TOTAL</b>	<b>\$1,165,389.10</b>
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VOIDED WARRANTS

07/29/2021 7:53:57 AM

# Accounts Payable Check Register

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07/13/2021 To 07/25/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126671 7/15/21	CHK	10002	A WORKSAFE SERVICE, INC	ALCOHOL TEST (1)	38.00
				DRUG TEST (4)	252.00
				ON SITE FEE	190.00
Total for Check/Tran - 126671:					480.00
126672 7/15/21	CHK	10004	A+ EQUIPMENT RENTALS	AIR COMPRESSOR RNTL 6/16 1WEEK TITAN	359.94
126673 7/15/21	CHK	10481	AMAZON	MECHANICS TOOL SET	280.91
				CRIMPING TOOL	25.92
				WIRE CRIMPER	24.06
				WIRE STRIPPER	55.08
				MILWUAKEE 5AH BATTERY QTY3 FOR TOOLS	473.58
Total for Check/Tran - 126673:					859.55
126674 7/15/21	CHK	10451	ASCENT LAW PARTNERS LLP	FLAT FEE BOC MEETINGS (225-104) JUN 2021	5,600.00
				FLAT FEE BOC MEETINGS (225-104) JUN 2021	1,400.00
				GENERAL UTILITY (225-102) JUN 2021	8,070.00
				GENERAL UTILITY (225-102) JUN 2021	2,017.50
Total for Check/Tran - 126674:					17,087.50
126675 7/15/21	CHK	10641	MELISSA J BLAIR	WELLNESS PROGRAM REIMBURSEMENT 2021	80.00
				WELLNESS PROGRAM REIMBURSEMENT 2021	20.00
Total for Check/Tran - 126675:					100.00
126676 7/15/21	CHK	10053	COMPUNET, INC	IT PROF SRVC-CUCM 12.5 UPGRD ASST	120.00
				IT PROF SRVC-CUCM 12.5 UPGRD ASST	30.00
Total for Check/Tran - 126676:					150.00
126677 7/15/21	CHK	10055	CONSOLIDATED ELECTRICAL DISTRIB	HDPE DUCT 4", SCH SDR 13.5	10,724.53
				CONDUIT SWEEP	1,320.00
Total for Check/Tran - 126677:					12,044.53
126678 7/15/21	CHK	10501	D & L POLES	MOWING DRAINFIELDS - VARIOUS SPRING2021	8,671.24
				MOWING DRAINFIELDS - VARIOUS SPRING2021	1,238.76
Total for Check/Tran - 126678:					9,910.00

07/29/2021 7:53:57 AM

# Accounts Payable Check Register

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07/13/2021 To 07/25/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126679 7/15/21	CHK	10070	DOUBLE D ELECTRICAL, INC	EMRG EXCAVATING - 260 FAIRBREEZE DR	2,883.37
126680 7/15/21	CHK	10073	ELECTROMARK	WARNING TAG-ABNORMAL CONDITION	259.69
126681 7/15/21	CHK	10078	ESCI	ESCI SAFETY TRAINING - JUL 2021	1,905.00
126682 7/15/21	CHK	10781	EVERGREEN CONSULTING GROUP, LLC	ENERGY CONSERVATION REBATE	956.90
				ENERGY CONSERVATION REBATE	708.00
				ENERGY CONSERVATION REBATE	95.00
				ENERGY CONSERVATION REBATE	631.52
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	30.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	30.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	324.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	80.00
				ENERGY CONSERVATION REBATE	20.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	40.00
				ENERGY CONSERVATION REBATE	600.00
				ENERGY CONSERVATION REBATE	1,734.00
				ENERGY CONSERVATION REBATE	492.00
				ENERGY CONSERVATION REBATE	316.02
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	5,725.60
Total for Check/Tran - 126682:					20,183.04
126683 7/15/21	CHK	10085	FASTENAL	TAPE,SPRAYWAY,NUTS&BLTS	492.41
				RED MARKING CHALK	14.21

07/29/2021 7:53:57 AM

# Accounts Payable Check Register

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07/13/2021 To 07/25/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				BATTERIES	0.65
				SFTY GLS,GLVS,SFTY VEST	59.28
				<b>Total for Check/Tran - 126683:</b>	566.55
126684 7/15/21	CHK	10090	FREDERICKSON ELECTRIC, INC	OH TO UG - 2900 WASHINGTON ST	12,514.35
126685 7/15/21	CHK	10094	GENERAL PACIFIC, INC	STREETLIGHT ARM 2'	883.06
126686 7/15/21	CHK	10859	GROVES CRANE, LLC	MOVE REGULATOR - 310 FOUR CRNRS ON TRLR	1,412.85
126687 7/15/21	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	KALA PT - CIRCUIT BREAKER	25.08
				SOUTH POINT - SAW, TP, CEMENT&PRIMER	52.32
				SHOP - REDUCE & PLUG	7.18
				MARKING WAND FOR VEH#133 & VEH#119	69.80
				CARPET TAPE FOR VEH#133	6.54
				TRAILS END - BUSHING & ADAPTER	9.99
				<b>Total for Check/Tran - 126687:</b>	170.91
126688 7/15/21	CHK	10839	IRBY ELECTRICAL UTILITES	BOLT	127.65
				SIDEBY	163.65
				SPLICE	1,309.20
				<b>Total for Check/Tran - 126688:</b>	1,600.50
126689 7/15/21	CHK	10117	ITRON, INC.	HW&SW MAINTENANCE 8/1-10/31/21	1,343.37
				HW&SW MAINTENANCE 8/1-10/31/21	335.84
				<b>Total for Check/Tran - 126689:</b>	1,679.21
126690 7/15/21	CHK	10129	JIFFY LUBE	OIL CHANGE VEH # 129	93.62
				OIL CHANGE VEH# 210	98.27
				<b>Total for Check/Tran - 126690:</b>	191.89
126691 7/15/21	CHK	10286	L & J ENTERPRISES	BRUSH HOG - S 8TH ST 6/30	17,139.61
126692 7/15/21	CHK	10136	LES SCHWAB TIRES	ALIGNMENT-TRUCK# 207	98.48
				ALL NEW TIRES TRUCK# 207	1,229.84
				REPLACEMENT TIRE-PRESSURE WASHER	43.54

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 126692:					1,371.86
126693 7/15/21	CHK	10163	NOR'WEST CUSTODIAL SERVICES, INC.	CUSTODIAL SVC - JUN 2021	1,279.25
				CUSTODIAL SVC - JUN 2021	418.25
Total for Check/Tran - 126693:					1,697.50
126694 7/15/21	CHK	10167	OFFICE DEPOT	OPERATIONS&WAREHOUSE - OFFICE SUPPLIES	42.59
				OPERATIONS&WAREHOUSE - OFFICE SUPPLIES	10.65
Total for Check/Tran - 126694:					53.24
126695 7/15/21	CHK	10175	PACIFIC UNDERWRITERS CORP	LIFE - AUG 2021	95.85
				LTD - AUG 2021	1,384.29
Total for Check/Tran - 126695:					1,480.14
126696 7/15/21	CHK	10181	PENINSULA PEST CONTROL	RODENT SVC MO 310 FOUR CRNRS JUL 2021	65.46
				RODENT SVC MO 310 FOUR CRNRS JUL 2021	16.37
				RODENT SVC MO 210 FOUR CRNRS JUL 2021	61.10
				RODENT SVC MO 210 FOUR CRNRS JUL 2021	15.27
Total for Check/Tran - 126696:					158.20
126697 7/15/21	CHK	10523	PENINSULA TRUCK LINES INC	FREIGHT-METER TESTING SHIPMENT	-62.78
				FREIGHT-METER TESTING SHIPMENT	752.64
Total for Check/Tran - 126697:					689.86
126698 7/15/21	CHK	10183	PETRICKS LOCK & SAFE	SUBSTATIONS - REKEY	198.37
126699 7/15/21	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE ACCT# 33897265	320.00
				PRE-PAID POSTAGE ACCT# 33897265	80.00
Total for Check/Tran - 126699:					400.00
126700 7/15/21	CHK	10219	SHOLD EXCAVATING INC	POLE GRAVEL	290.56
				CLEVELAND OLD FLAGLER - TOPSOIL	109.10
Total for Check/Tran - 126700:					399.66
126701 7/15/21	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING:CHLORIDE BYWATER 07/1/21	23.00
126702 7/15/21	CHK	10421	THE CARWASH INC	VEH# 124- FLEET PLUS SRVC MAY 2021	101.43

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				VEH# 206- FLEET SRVC MAY 2021	12.25
				VEH# 211- FLEET SRVC MAY 2021	36.75
				<b>Total for Check/Tran - 126702:</b>	150.43
126703 7/15/21	CHK	10830	THE PRODUCTION ALLIANCE	SPONSORSHIP - 2021 SEASON	2,000.00
				SPONSORSHIP - 2021 SEASON	500.00
				<b>Total for Check/Tran - 126703:</b>	2,500.00
126704 7/15/21	CHK	10252	ULINE	HEAVY DUTY METAL STORAGE CABINETS	968.98
				STORAGE RACK SHELVES	126.09
				TOILET SEAT COVER HOLDER	45.53
				CONTAMINATED WASTE DISPOSAL BIN	134.26
				OIL CONTAINMENT BIN	617.58
				<b>Total for Check/Tran - 126704:</b>	1,892.44
126705 7/15/21	CHK	10255	USA BLUEBOOK	SPARLING WELL - REPAIR PARTS FOR PUMP	3,171.53
126706 7/15/21	CHK	10737	VAN ALLER SURVEYING	SURVEY - HWY101 ROW 6/30	1,044.00
126707 7/15/21	CHK	10496	WELLS FARGO VENDOR FIN SERV	4 CRNRS COPYRNT JUL 21	226.93
				4 CRNRS COPYRNT JUL 21	56.73
				211 CHIM COPYRNT JUL 21	315.09
				211 CHIM COPYRNT JUL 21	78.77
				<b>Total for Check/Tran - 126707:</b>	677.52
126708 7/15/21	CHK	10271	WESCO RECEIVABLES CORP	CUTOUT LOADBREAK 15KV 100 AMP	10,892.54
126709 7/15/21	CHK	10274	WESTBAY AUTO PARTS, INC.	VEH# 203 - FUSES & BLK DMD	52.84
				GLOVES FOR TRUCK 131	67.36
				<b>Total for Check/Tran - 126709:</b>	120.20
126710 7/22/21	CHK	10012	ALTEC INDUSTRIES, INC	GLOVE BAGS QTY15	1,071.91
				IMPACT HOLDER	701.90
				<b>Total for Check/Tran - 126710:</b>	1,773.81
126711 7/22/21	CHK	10481	AMAZON	PC MEMORY UPGRADE-CRUCIAL 32GB KIT (16GB	148.37

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PC MEMORY UPGRADE-CRUCIAL 32GB KIT (16GB	37.09
				BATTERY BOOSTER	372.46
				REPLACEMENT TOOL BATTERY	162.50
				<b>Total for Check/Tran - 126711:</b>	720.42
126712 7/22/21	CHK	10447	ANIXTER INC.	MULTI-TAP 6-500MCM,HOTLN CLAMP&COPPER C	785.52
				COPPER C	185.47
				HOTLINE CLAMP	1,058.27
				<b>Total for Check/Tran - 126712:</b>	2,029.26
126713 7/22/21	CHK	9998	BEN P BAUERMEISTER	Credit Balance Refund	3,229.57
126714 7/22/21	CHK	10823	BHC CONSULTANTS LLC	QUILCENE W TANK PROF SVC 5/22-6/25/2021	21,236.52
126715 7/22/21	CHK	10889	JESSE E BLAND	WELLNESS PROGRAM REIMBURSEMENT 2021	160.00
126716 7/22/21	CHK	10843	CCG CONSULTING	DESIGN-DISCOVERY BAY FIBER BUILD OUT	7,352.00
126717 7/22/21	CHK	10501	D & L POLES	VAC&RPAIR VAULT - 951 THORNDYKE 5/20	1,691.05
				BRUSH HOG - DRAINFIELD DISCOVERY RIDGE	2,727.50
				INSTL CONDUIT - PORT OF PT PHASE3	3,349.37
				VACTRA HOLE - 49TH ST 6/24	2,967.52
				SET VAULT - E UNCAS RD 6/07	5,836.85
				<b>Total for Check/Tran - 126717:</b>	16,572.29
126718 7/22/21	CHK	10365	ALYSON J DEAN	NWPPA ENGINEER & OPS 7/13-7/15 TRVL EXP	492.72
126719 7/22/21	CHK	10085	FASTENAL	WAREHOUSE - MIX STICKS	14.01
				WAREHOUSE - QWKSTK DRINK MIX	63.58
				WAREHOUSE - SPRYWAY & CBL TIE	56.97
				MTR RDR - MARKING CHALK	7.11
				OPS - BATTERIES	10.39
				LNE CRW - SFTY GLAS,GLOVS,CAUT TAPE	49.88
				OPS - BATTERIES	2.60
				<b>Total for Check/Tran - 126719:</b>	204.54

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126720 7/22/21	CHK	10821	FCS GROUP	RATE STUDY SVC - THRU 6/18/2021	1,051.25
126721 7/22/21	CHK	10090	FREDERICKSON ELECTRIC, INC	OH TO UG - 2900 WASHINGTON ST	1,262.80
126722 7/22/21	CHK	10094	GENERAL PACIFIC, INC	WIRE #6 BARE SOLID CU-HARD DRAWN&POLE GR	1,125.91
				POLE GROUND GUARD	92.74
				COUPLER	182.74
				END CAP	166.38
				MICRODUCT CUTTER	35.79
				MIRCODUCT CUTTER	57.60
Total for Check/Tran - 126722:					1,661.16
126723 7/22/21	CHK	10802	THERESA L GIESE	DAILY MAIL OFFICE RUN JUN 2021	47.94
				DAILY MAIL OFFICE RUN JUN 2021	11.98
Total for Check/Tran - 126723:					59.92
126724 7/22/21	CHK	10454	GLOBAL RENTAL COMPANY INC	AT40-G BUCKET RNTL VEH#415 7/14-8/10	2,943.00
				AT37-G BUCKET RNTL VEH#410 7/17-8/13	2,725.00
Total for Check/Tran - 126724:					5,668.00
126725 7/22/21	CHK	10095	GOOD MAN SANITATION, INC	SANICAN SVC- 83 PINECREST CT TK#9465	100.00
126726 7/22/21	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	WAREHOUSE - WASP KILLER	13.07
126727 7/22/21	CHK	10384	HDR ENGINEERING INC	TASK9 - SHINE&BYWATER 5/23-6/26	16,081.77
				TASK10 - CHIMACUM CREEK WTRLN 5/17-6/26	7,735.12
				WATER SYSTEM PLAN UPDATE 5/23-6/26	685.76
Total for Check/Tran - 126727:					24,502.65
126728 7/22/21	CHK	10110	HENERY HARDWARE	310 4 CRNRS - SPRINKLER HEAD REPLACEMENT	10.46
				310 4 CRNRS - SPRINKLER HEAD REPLACEMENT	2.62
				310 4 CRNRS - SPRINKLER HEAD REPLACEMENT	20.93
				310 4 CRNRS - SPRINKLER HEAD REPLACEMENT	5.23
Total for Check/Tran - 126728:					39.24
126729 7/22/21	CHK	10839	IRBY ELECTRICAL UTILITES	STANDOFF BRACKET 15"	797.79



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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				MULE TAPE	3,309.66
				<b>Total for Check/Tran - 126729:</b>	4,107.45
126730 7/22/21	CHK	10782	AMANDA D ISAAK	WELLNESS PROGRAM REIMBURSEMENT 2021	120.00
				WELLNESS PROGRAM REIMBURSEMENT 2021	30.00
				<b>Total for Check/Tran - 126730:</b>	150.00
126731 7/22/21	CHK	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX	3,167.16
				EMPLOYER'S MEDICARE TAX	3,167.16
				EMPLOYEES' FICA TAX	13,542.35
				EMPLOYER'S FICA TAX	13,542.35
				EMPLOYEES' FEDERAL WITHHOLDING	13,886.13
				EMPLOYEES' FEDERAL WITHHOLDING TAX	9,663.19
				<b>Total for Check/Tran - 126731:</b>	56,968.34
126732 7/22/21	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC	PR 07.23.2021-DIRECT DEPOSIT CHECKS	134,869.01
				PR 07.23.2021-MANUAL CHECKS	9,187.67
				<b>Total for Check/Tran - 126732:</b>	144,056.68
126733 7/22/21	CHK	10128	JEFFERSON COUNTY TREASURER	JUNE 2021 B&O TAX	107,543.53
126734 7/22/21	CHK	10885	JEFFERSON FIBER, LLC	REFUND - SCOPE OF WORK CHANGE WO#621024	350.00
126735 7/22/21	CHK	10129	JIFFY LUBE	VEH#111 - OIL CHANGE	97.50
				VEH# 206 - OIL CHANGE	76.94
				VEH# 207 - OIL CHANGE	67.55
				<b>Total for Check/Tran - 126735:</b>	241.99
126736 7/22/21	CHK	10348	KEMP WEST, INC	TT T&M - SHERIDAN & KENNEDY RD 7/09	1,581.66
126737 7/22/21	CHK	10286	L & J ENTERPRISES	EXCAVATING - LARDS LAKE LOOP W/ TITAN	1,663.78
126738 7/22/21	CHK	10143	MCDOWELL RACKNER & GIBSON PC	PROF SRVC:STRATEGIC PLANNING JUN 2021	750.40
				PROF SRVC:STRATEGIC PLANNING JUN 2021	187.60
				<b>Total for Check/Tran - 126738:</b>	938.00
126739 7/22/21	CHK	10411	MSDS ONLINE, INC.	MSDS DATABASE 1Y 8/12/2021-8/11/2022	3,128.99

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126740 7/22/21	CHK	10417	NEW PIG CORPORATION	RPLCMNT AEROSOL CAN CRUSHER FILTER	317.69
				SPILL CONTAINMENT LOOSE ABSORBENT	156.85
				SPILL CONTAINMENT PALLET	1,827.98
Total for Check/Tran - 126740:					2,302.52
126741 7/22/21	CHK	10309	NISC	RECURRING INVOICE JUN 2021	1,099.44
				RECURRING INVOICE JUN 2021	229.33
				RECURRING INVOICE JUN 2021	1,808.94
				RECURRING INVOICE JUN 2021	496.16
				RECURRING INVOICE JUN 2021	496.16
				RECURRING INVOICE JUN 2021	9,089.36
				RECURRING INVOICE JUN 2021	933.80
				RECURRING INVOICE JUN 2021	103.20
				RECURRING INVOICE JUN 2021	1,579.37
				RECURRING INVOICE JUN 2021	334.09
				RECURRING INVOICE JUN 2021	22.93
				AMS INVOICE JUN 2021	2,294.63
				AMS INVOICE JUN 2021	6,276.42
				AMS INVOICE JUN 2021	1,507.89
				AMS INVOICE JUN 2021	573.66
				AMS INVOICE JUN 2021	1,569.11
				AMS INVOICE JUN 2021	376.97
				MISC JUN 2021	550.90
				MISC JUN 2021	137.73
Total for Check/Tran - 126741:					29,480.09
126742 7/22/21	CHK	10322	NRC ENVIRONMENTAL SERVICES, INC	CLEAN UP OIL SPILL - 310 FOUR CRNRS	3,701.78
126743 7/22/21	CHK	10167	OFFICE DEPOT	OPS - OFFICE SUPPLIES	69.18
				OPS - OFFICE SUPPLIES	17.30
				210 TRP WDE & OPS - OFFICE SUPPLIES	69.66
				210 TRP WDE & OPS - OFFICE SUPPLIES	17.41

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 126743:					173.55
126744 7/22/21	CHK	10170	OLYMPIC EQUIPMENT RENTALS	FOSTER ST EMGNCY REP - EXCAVATOR RNTL	240.02
126745 7/22/21	CHK	10171	ON LINE INFORMATION SERVICES	ONLINE UTILITY EXG REPORT - JUN 2021	2.32
126746 7/22/21	CHK	10549	PENINSULA LEGAL SECRETARIAL SER	TRANSCRIPTION SVC 6/24-7/16/21	350.00
				TRANSCRIPTION SVC 6/24-7/16/21	87.50
Total for Check/Tran - 126746:					437.50
126747 7/22/21	CHK	10188	PLATT ELECTRIC SUPPLY	CORREGATED HDPE	612.79
				WIRE 4/0 XHHW-2 600V COATED STRANDED CU	8,199.85
				CONDUIT COUPLING	148.38
				CONDUIT SWEEP	3,053.22
Total for Check/Tran - 126747:					12,014.24
126748 7/22/21	CHK	10636	POTELCO, INC.	TRANSMN LINE FIBER INSTL - PART1	62,660.00
126749 7/22/21	CHK	10203	PURMS JOINT SELF INSURANCE FUND	AEGIS- PUBLIC OFFIC PLY#DP5014920P 1YR	8,014.55
126750 7/22/21	CHK	10708	RCE TRAFFIC CONTROL, INC	FLAGGING - MARROWSTONE FOR TITAN	4,437.00
				FLAGGING - MARROWST,JACKMAN,51ST&49TH ST	5,647.50
				FLAGGING - 3611 S DISCOVERY 6/29	1,181.00
				FLAGGING - 645 WASHINGTON ST 6/28-6/30	4,578.75
				FLAGGING - 645 WASHINGTON ST 7/01-7/02	4,498.50
				FLAGGING - MARROWSTONE 6/28-7/02	5,965.00
				FLAGGING - 11572 CENTER 7/09	1,290.00
				FLAGGING - HWY 101 IN QUILCENE	1,657.00
Total for Check/Tran - 126750:					29,254.75
126751 7/22/21	CHK	10832	RJB WHOLESALE INC.	PVC CONDUIT 4"& 2" SCH 40-W BELLEND-GREY	114,973.94
				PVC CONDUIT 2"& 4" SCH 40-W BELLEND-GREY	101,777.21
Total for Check/Tran - 126751:					216,751.15
126752 7/22/21	CHK	10336	JERRY L RUBERT	WELLNESS REIMBURSEMENT PROGRAM 2021	189.69

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126753 7/22/21	CHK	10565	JIMMY R SCARBOROUGH	NWPPA E&O CONFERENCE 7/14-7/15/2021	642.38
126754 7/22/21	CHK	10219	SHOLD EXCAVATING INC	GRAVEL DELIVERY TO SPARLING EXCAVATING - 461 S BAY WAY 6/07	280.39 829.16
Total for Check/Tran - 126754:					1,109.55
126755 7/22/21	CHK	9999	JEANETTE SIBERG	REFUND - SCOPE OF WORK CHANGE WO#20168	1,077.75
126756 7/22/21	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
				TESTING:COLI/E.COLI MO QUIMPER 7/13/21	23.00
Total for Check/Tran - 126756:					253.00
126757 7/22/21	CHK	10727	TITAN ELECTRIC, INC	DOCK WORK WKENDING 6/05-7/03	54,907.62
				DOCK WORK WKENDING 6/05-7/03	12,742.27
				DOCK WORK WKENDING 6/05-7/03	4,749.40
Total for Check/Tran - 126757:					72,399.29
126758 7/22/21	CHK	10524	TRI-CITY CONSTRUCTION COUNCIL	ASSOC MEMBER DUES 1YR - 7/1/20-6/30/21	384.00
				ASSOC MEMBER DUES 1YR - 7/1/20-6/30/21	96.00
Total for Check/Tran - 126758:					480.00
126759 7/22/21	CHK	10251	UGN - JEFFERSON COUNTY	UNITED GOOD NEIGHBORS EE	15.00
126760 7/22/21	CHK	10255	USA BLUEBOOK	CL-17 REAGENT BUFFER & DPD COMPOUND	1,013.19
126761 7/22/21	CHK	10737	VAN ALLER SURVEYING	SURVEY - PREPARE WTR LINE LEGAL DESCRIP	470.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126762 7/22/21	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	12,762.90
				PL DEFERRED COMP ER	5,258.37
<b>Total for Check/Tran - 126762:</b>					18,021.27
126763 7/22/21	CHK	10337	WA STATE DEPT OF TRANSPORTATION	CHIMACUM CRK BRIDGE PROJ FRANCH AMENDMEN	300.00
126764 7/22/21	CHK	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	331.00
126765 7/22/21	CHK	10271	WESCO RECEIVABLES CORP	FIBER DEADEND	2,161.27
				INSULATOR POLYMER DEAD END-15KV	325.66
				WIRE 4/0 AL URD TPX 600V	12,961.08
<b>Total for Check/Tran - 126765:</b>					15,448.01
126766 7/22/21	CHK	10274	WESTBAY AUTO PARTS, INC.	VEH# 111 - WIPERS	22.45
126767 7/22/21	CHK	10278	WPUDA	MONTHLY DUES - JUL 2021	4,612.80
				MONTHLY DUES - JUL 2021	1,153.20
<b>Total for Check/Tran - 126767:</b>					5,766.00
126768 7/22/21	CHK	9998	AMANDA TAVOI	Credit Balance Refund	599.69

**Total Payments for Bank Account - 1 :** (98) 1,021,332.42

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

**Total for Bank Account - 1 :** (98) 1,021,332.42

**Grand Total for Payments :** (98) 1,021,332.42

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

**Grand Total :** (98) 1,021,332.42

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Bank Account: -

Wires

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
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NO RECORDS FOUND

Total for Check/Tran - :

## JEFFERSON COUNTY PUD NO 1

**ISSUED PAYROLL CHECKS**  
**PAY DATE: 7/23/2021**

Empl	Position	Check #	Date #	Amount
2000	WATER DISTRIBUTION MANAGER II	70921	7/23/2021	1,722.27
3032	CUSTOMER SERVICE REP	70922	7/23/2021	1,254.82
1052	SUMMER INTERN	70923	7/23/2021	284.87
2003	WATER TREATMENT PLANT OPERATOR III	70924	7/23/2021	2,117.42
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	70925	7/23/2021	3,808.29
				<b>9,187.67</b>

## JEFFERSON COUNTY PUD NO 1

<b>DIRECT DEPOSIT PAYROLL</b> <b>PAY DATE: 7/23/2021</b>
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Empl	Position	Pay Date	Net Pay
3039	ACCOUTING TECH 1	7/23/2021	1,307.01
3052	ADMINISTRATIVE ASSISTANT	7/23/2021	2,286.52
1044	APPRENTICE LINEMAN	7/23/2021	2,592.25
1026	BROADBAND COORDINATOR	7/23/2021	1,997.52
4006	COMMISSIONER DIST 1	7/23/2021	950.76
4004	COMMISSIONER DIST 2	7/23/2021	965.26
4008	COMMISSIONER DIST 3	7/23/2021	737.43
3034	COMMUNICATIONS DIRECTOR	7/23/2021	2,388.58
3002	CUSTOMER SERVICE COORDINATOR	7/23/2021	1,432.28
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	7/23/2021	1,350.23
3022	CUSTOMER SERVICE REP	7/23/2021	1,368.80
3046	CUSTOMER SERVICE REP	7/23/2021	1,214.37
3048	CUSTOMER SERVICE REP	7/23/2021	1,274.52
1027	ELECTRICAL ENGINEERING MANAGER	7/23/2021	3,059.05
1041	ELECTRICAL SUPERINTENDENT	7/23/2021	3,977.17
2007	ENGINEERING DIRECTOR	7/23/2021	3,404.66
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	7/23/2021	2,223.48
3033	FINANCE DIRECTOR	7/23/2021	3,566.88
1046	FLEET/WAREHOUSE HELPER	7/23/2021	2,691.69
1008	FOREMAN LINEMAN	7/23/2021	5,810.16
1012	FOREMAN LINEMAN	7/23/2021	6,091.27
1011	GENERAL MANAGER	7/23/2021	4,860.31
1042	GIS SPECIALIST	7/23/2021	2,368.21
1017	HEAD STOREKEEPER	7/23/2021	2,725.12
3047	HUMAN RESOURCES DIRECTOR	7/23/2021	2,616.96
3008	INFORMATION TECHNOLOGY MANAGER	7/23/2021	3,258.60
3028	IT SUPPORT TECHNICIAN	7/23/2021	1,737.50
1000	LINEMAN	7/23/2021	3,431.23
1016	LINEMAN	7/23/2021	4,836.41
1020	LINEMAN	7/23/2021	4,298.22
1034	LINEMAN	7/23/2021	5,734.18
1043	METER READER	7/23/2021	1,926.69
1047	METER READER	7/23/2021	1,705.95
1037	OPERATIONS DIRECTOR	7/23/2021	3,611.06
1050	PRE-APPRENTICE	7/23/2021	3,280.74
1051	PRE-APPRENTICE	7/23/2021	2,012.35
3004	RESOURCE MANAGER	7/23/2021	2,526.17
1003	SCADA TECH APPRENTICE	7/23/2021	2,618.95
3020	SERVICES DIRECTOR	7/23/2021	2,597.02
1031	STAKING ENGINEER	7/23/2021	2,486.91
1049	STAKING ENGINEER	7/23/2021	1,958.34
1014	STOREKEEPER	7/23/2021	2,848.73
1015	SUBSTATION/METER FOREMAN	7/23/2021	3,681.75
1033	SUBSTATION/METERING TECH	7/23/2021	3,063.79
3013	UTILITY ACCOUNTANT II	7/23/2021	1,624.83
3029	UTILITY ACCOUNTANT II	7/23/2021	1,786.74
3003	UTILITY BILLING CLERK	7/23/2021	1,479.12
3027	UTILITY BILLING CLERK	7/23/2021	1,508.01
3000	UTILITY BILLING COORDINATOR	7/23/2021	1,629.06
2001	WATER DISTRIBUTION MANAGER II	7/23/2021	2,213.45
2002	WATER DISTRIBUTION MANAGER II	7/23/2021	1,955.63
2005	WATER DISTRIBUTION MANAGER II	7/23/2021	1,797.09
			<b>134,869.01</b>



**Jefferson County PUD No. 1**  
**Electric Division**  
**Statement of Operations**  
**As of June 30, 2021**

<b>PART A. STATEMENT OF OPERATIONS</b>				
<b>ITEM</b>	<b>YEAR-TO-DATE</b>			<b>THIS MONTH</b>
	<b>LAST YEAR</b> (a)	<b>THIS YEAR</b> (b)	<b>BUDGET</b> (c)	
1. Operating Revenue and Patronage Capital	20,834,740	21,330,240	20,905,929	2,438,408
2. Power Production Expense	0	0	0	0
3. Cost of Purchased Power	7,996,373	7,898,026	8,076,337	1,003,780
4. Transmission Expense	954,695	948,110	969,212	110,855
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	894,324	908,140	959,124	166,145
7. Distribution Expense - Maintenance	1,674,335	1,594,395	1,826,542	263,337
8. Consumer Accounts Expense	673,080	818,100	772,675	119,361
9. Customer Service and Informational Expense	14,688	14,896	14,203	2,196
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	1,266,034	1,793,029	1,460,745	239,785
<b>12. Total Operation &amp; Maintenance Expense (2 thru 11)</b>	<b>13,473,529</b>	<b>13,974,696</b>	<b>14,078,838</b>	<b>1,905,459</b>
13. Depreciation & Amortization Expense	2,728,728	2,762,218	2,828,578	461,753
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	1,201,499	1,230,144	1,282,318	142,214
16. Interest on Long-Term Debt	1,349,746	1,289,051	1,299,220	216,765
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	39	0	47	0
<b>20. Total Cost of Electric Service (12 thru 19)</b>	<b>18,753,541</b>	<b>19,256,109</b>	<b>19,489,001</b>	<b>2,726,191</b>
<b>21. Patronage Capital &amp; Operating Margins (1 minus 20)</b>	<b>2,081,199</b>	<b>2,074,131</b>	<b>1,416,928</b>	<b>(287,783)</b>
22. Non Operating Margins - Interest	40,270	1,327	43,389	0
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	922,543	1,110,755	1,369,824	166,394
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	12,803	0	0	0
28. Extraordinary Items	0	0	0	0
<b>29. Patronage Capital or Margins (21 thru 28)</b>	<b>3,056,815</b>	<b>3,186,213</b>	<b>2,830,141</b>	<b>(121,389)</b>

<b>Times Interest Earned Ratio (TIER) (Year to Date)</b>	<b>3.26</b>	<b>3.47</b>	<b>3.18</b>
<b>Operating Times Interest Earned Ratio (OTIER) (Year to Date)</b>	<b>2.54</b>	<b>2.61</b>	<b>2.09</b>
<b>Debt Service Coverage Ratio (DSC) (Year to Date)</b>	<b>2.41</b>	<b>2.42</b>	<b>2.80</b>
<b>Operating Debt Service Coverage Ratio (ODSC) (Year to Date)</b>	<b>2.08</b>	<b>2.05</b>	<b>2.23</b>
<b>Rolling 12 Month TIER</b>	<b>2.40</b>	<b>2.77</b>	

**Jefferson County PUD No. 1**  
**Electric Division**  
**Balance Sheet**  
**June 30, 2021**

<b>PART B. BALANCE SHEET</b>			
<b>ASSETS AND OTHER DEBITS</b>		<b>LIABILITIES AND OTHER CREDITS</b>	
1. Total Utility Plant in Service	180,585,607	29. Memberships	0
2. Construction Work in Progress	9,161,128	30. Patronage Capital	0
<b>3. Total Utility Plant (1+2)</b>	<b>189,746,735</b>	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	69,313,692	32. Operating Margins - Current Year	2,074,130
<b>5. Net Utility Plant (3-4)</b>	<b>120,433,043</b>	33. Non-Operating Margins	1,112,081
6. Nonutility Property - Net	84,641	34. Other Margins & Equities	30,723,310
7. Investment in Subsidiary Companies	0	<b>35. Total Margins &amp; Equities (29 thru 34)</b>	<b>33,909,521</b>
8. Invest. in Assoc. Org. - Patronage Capital	69,926	36. Long-Term Debt RUS (Net)	94,598,834
9. Invest. in Assoc. Org. - Other - General Funds	1,010	37. Long-Term Debt - Other (Net)	0
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	<b>38. Total Long-Term Debt (36 + 37)</b>	<b>94,598,834</b>
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	1,517,089
13. Special Funds	94,250	<b>41. Total Other Noncurrent Liabilities (39+40)</b>	<b>1,517,089</b>
<b>14. Total Other Property &amp; Investments (6 thru 13)</b>	<b>249,827</b>	42. Notes Payable	0
15. Cash-General Funds	3,910,019	43. Accounts Payable	4,489,446
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	0
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	8,110,396	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	1,866,122	48. Other Current & Accrued Liabilities	1,687,064
21. Accounts Receivable - Net Other	(3,644,410)	<b>49. Total Current &amp; Accrued Liabilities (42 thru 48)</b>	<b>6,176,510</b>
22. Renewable Energy Credits	0	50. Deferred Credits	425,537
23. Materials & Supplies - Electric and Other	2,551,058	<b>51. Total Liabilities &amp; Other Credits (35+38+41+49+50)</b>	<b>136,627,491</b>
24. Prepayments	236,380		
25. Other Current & Accrued Assets	2,387,438	<b>ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION</b>	
<b>26. Total Current &amp; Accrued Assets (15 thru 25)</b>	<b>15,417,003</b>	Balance Beginning of Year	0
27. Deferred Debits	527,618	Amounts Received This Year (Net)	784,716
<b>28. Total Assets &amp; Other Debits (5+14+26+27)</b>	<b>136,627,491</b>	<b>TOTAL Contributions-In-Aid-Of-Construction</b>	<b>784,716</b>

**Equity Ratio** **24.82%**  
 (Total Margins & Equities/Total Assets & Other Debits) x 100

**Long-Term Debt to Total Plant Ratio** **49.86%**  
 (Long Term Debt/Total Utility Plant) x 100

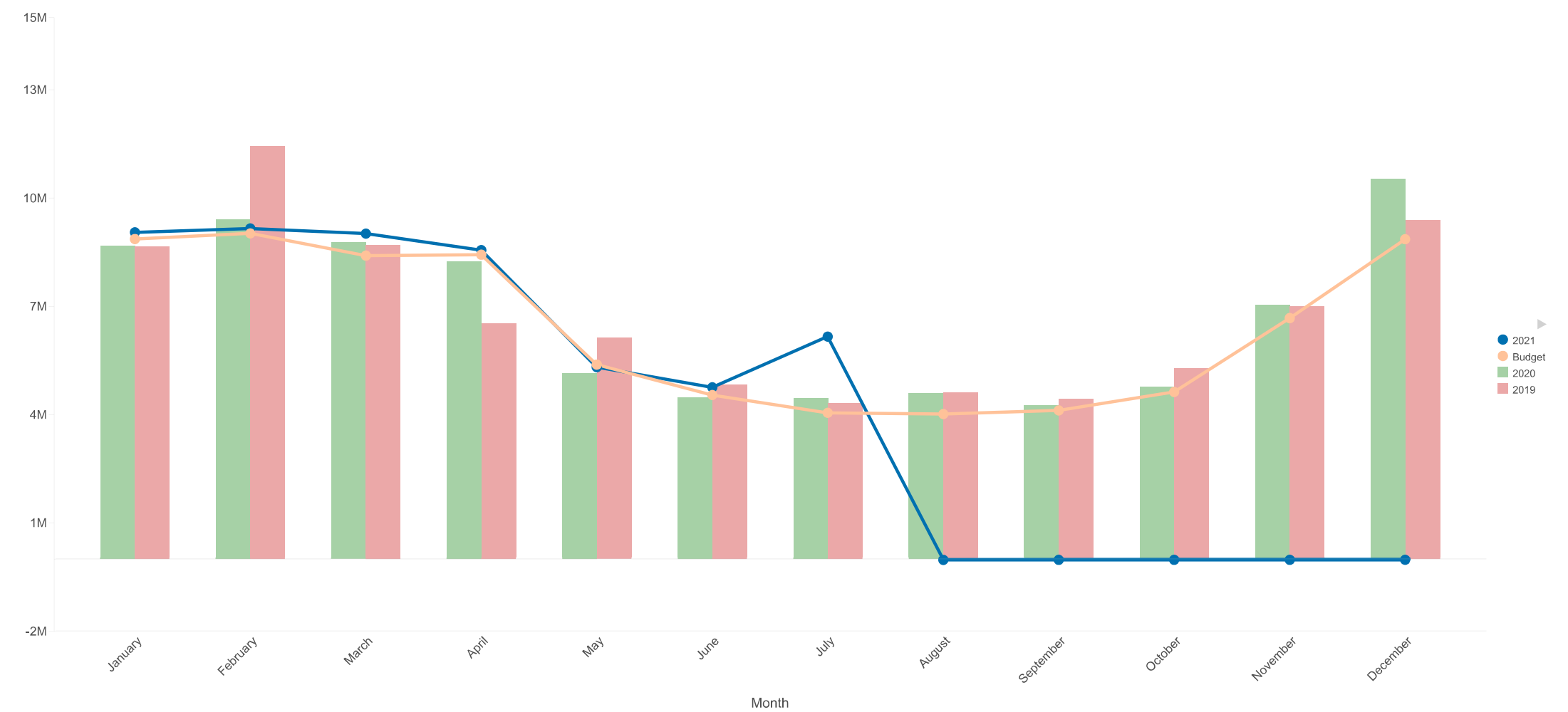
**Jefferson County PUD #1**  
**Power Requirements**  
**As of June 30, 2021**

PART C. POWER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JUNE CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly KWH SALES AND REVENUE (d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	17,794	17,744	
	b. KWH Sold			12,200,187
	c. Revenue			1,446,804
2. Residential Sales - Seasonal	a. No. Consumers Served	5	5	
	b. KWH Sold			0
	c. Revenue			0
3. Irrigation Sales	a. No. Consumers Served	2	2	
	b. KWH Sold			1,390
	c. Revenue			156
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,417	2,407	
	b. KWH Sold			4,510,446
	c. Revenue			514,400
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	21	21	
	b. KWH Sold			7,933,465
	c. Revenue			437,891
6. Public Street & Highway Lighting	a. No. Consumers Served	208	208	
	b. KWH Sold			29,262
	c. Revenue			18,063
7. Non Metered Device Authority	a. No. Consumers Served	7	6	
	b. KWH Sold			0
	c. Revenue			1,757
8. Sales for Resales-RUS Borrowers	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
9. Sales for Resales-Other	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		20,454	20,393	
11. TOTAL KWH Sold (lines 1b thru 9b)				24,674,750
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				2,419,071
13. Transmission Revenue				0
14. Other Electric Revenue				19,337
15. KWH - Own Use				472
16. TOTAL KWH Purchased				24,900,635
17. TOTAL KWH Generated				
18. Cost of Purchases and Generation				1,003,780
19. Interchange - KWH - Net				
20. Peak - Sum All KW Input (Metered)				47,735

**Electric Division**  
**Comparison 2021 Budget to 2021 Actuals Year to Date Through JUNE**

	2021 Budget JUNE YTD	2021 Actuals JUNE YTD	Variance
1. Operating Revenue and Patronage Capital	20,905,929	21,330,240	424,311
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	8,076,337	7,898,026	(178,311)
4. Transmission Expense	969,212	948,110	(21,102)
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	959,124	908,140	(50,984)
7. Distribution Expense - Maintenance	1,826,542	1,594,395	(232,147)
8. Consumer Accounts Expense	772,675	818,100	45,425
9. Customer Service and Informational Expense	14,203	14,896	693
10. Sales Expense	0	0	0
11. Administrative and General Expense	1,460,745	1,793,029	332,284
<b>12. Total Operation &amp; Maintenance Expense (2 thru 11)</b>	<b>14,078,838</b>	<b>13,974,696</b>	<b>(104,142)</b>
13. Depreciation & Amortization Expense	2,828,578	2,762,218	(66,360)
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	1,282,318	1,230,144	(52,174)
16. Interest on Long-Term Debt	1,299,220	1,289,051	(10,169)
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	47	0	(47)
<b>20. Total Cost of Electric Service (12 thru 19)</b>	<b>19,489,001</b>	<b>19,256,109</b>	<b>(232,892)</b>
<b>21. Patronage Capital &amp; Operating Margins (1 minus 20)</b>	<b>1,416,928</b>	<b>2,074,131</b>	<b>657,203</b>
22. Non Operating Margins - Interest	43,389	1,327	(42,062)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	1,369,824	1,110,755	(259,069)
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	0	0
28. Extraordinary Items	0	0	0
<b>29. Patronage Capital or Margins (21 thru 28)</b>	<b>2,830,141</b>	<b>3,186,213</b>	<b>356,072</b>

RUS Form 7 Income Statement by Month  
ELECTRIC UTILITY FORM 7 FINANCIAL COMPARISON GRAPH  
2019 - 2021



**Jefferson County PUD No. 1**  
**Water Division**  
**Statement of Operations**  
**As of June 30, 2021**

<b>PART A. STATEMENT OF OPERATIONS</b>				
<b>ITEM</b>	<b>YEAR-TO-DATE</b>			<b>THIS MONTH</b>
	<b>LAST YEAR</b>	<b>THIS YEAR</b>	<b>BUDGET</b>	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	1,171,321	1,248,128	1,187,547	267,442
2. Power Production Expense	268	138	325	138
3. Cost of Purchased Power	13,591	60,873	100,000	10,128
4. Transmission Expense	0	0	0	0
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	334,959	307,002	534,470	56,208
7. Distribution Expense - Maintenance	157,566	92,157	276,339	38,247
8. Consumer Accounts Expense	101,441	124,353	114,599	20,045
9. Customer Service and Informational Expense	110	0	0	0
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	438,293	508,752	579,082	73,953
<b>12. Total Operation &amp; Maintenance Expense (2 thru 11)</b>	<b>1,046,228</b>	<b>1,093,275</b>	<b>1,604,815</b>	<b>198,719</b>
13. Depreciation & Amortization Expense	344,763	385,502	367,065	64,856
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	56,844	63,277	55,707	14,194
16. Interest on Long-Term Debt	105,267	111,201	113,494	17,963
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	0	0	0
<b>20. Total Cost of Water Service (12 thru 19)</b>	<b>1,553,102</b>	<b>1,653,255</b>	<b>2,141,081</b>	<b>295,732</b>
<b>21. Patronage Capital &amp; Operating Margins (1 minus 20)</b>	<b>(381,781)</b>	<b>(405,127)</b>	<b>(953,534)</b>	<b>(28,290)</b>
22. Non Operating Margins - Interest	59,190	22,698	67,365	109
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	391,898	298,715	357,451	85,116
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	3,201	0	0	0
28. Extraordinary Items	0	0	0	0
<b>29. Patronage Capital or Margins (21 thru 28)</b>	<b>72,508</b>	<b>(83,714)</b>	<b>(528,718)</b>	<b>56,935</b>

**Jefferson County PUD No. 1**  
**Water Division**  
**Balance Sheet**  
**June 30, 2021**

<b>PART B. BALANCE SHEET</b>			
<b>ASSETS AND OTHER DEBITS</b>		<b>LIABILITIES AND OTHER CREDITS</b>	
1. Total Utility Plant in Service	31,109,865	29. Memberships	0
2. Construction Work in Progress	1,232,684	30. Patronage Capital	0
<b>3. Total Utility Plant (1+2)</b>	<b>32,342,549</b>	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	12,790,011	32. Operating Margins - Current Year	(405,127)
<b>5. Net Utility Plant (3-4)</b>	<b>19,552,538</b>	33. Non-Operating Margins	321,414
6. Nonutility Property - Net	2,169,201	34. Other Margins & Equities	22,988,227
7. Investment in Subsidiary Companies	0	<b>35. Total Margins &amp; Equities (29 thru 34)</b>	<b>22,904,514</b>
8. Invest. in Assoc. Org. - Patronage Capital	0	36. Long-Term Debt RUS (Net)	0
9. Invest. in Assoc. Org. - Other - General Funds	0	37. Long-Term Debt - Other (Net)	5,385,991
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	<b>38. Total Long-Term Debt (36 + 37)</b>	<b>5,385,991</b>
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	0
13. Special Funds	170,817	<b>41. Total Other Noncurrent Liabilities (39+40)</b>	<b>0</b>
<b>14. Total Other Property &amp; Investments (6 thru 13)</b>	<b>2,340,018</b>	42. Notes Payable	859,128
15. Cash-General Funds	166,183	43. Accounts Payable	(4,073,253)
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	0
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	2,087,920	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	201,296	48. Other Current & Accrued Liabilities	42,511
21. Accounts Receivable - Net Other	591,504	<b>49. Total Current &amp; Accrued Liabilities (42 thru 48)</b>	<b>(3,171,614)</b>
22. Renewable Energy Credits	0	50. Deferred Credits	0
23. Materials & Supplies - Electric and Other	30,197	<b>51. Total Liabilities &amp; Other Credits (35+38+41+49+50)</b>	<b>25,118,891</b>
24. Prepayments	0		
25. Other Current & Accrued Assets	149,235	<b>ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION</b>	
<b>26. Total Current &amp; Accrued Assets (15 thru 25)</b>	<b>3,226,335</b>	Balance Beginning of Year	0
27. Deferred Debits	0	Amounts Received This Year (Net)	235,516
<b>28. Total Assets &amp; Other Debits (5+14+26+27)</b>	<b>25,118,891</b>	<b>TOTAL Contributions-In-Aid-Of-Construction</b>	<b>235,516</b>

**Equity Ratio** **91.18%**  
 (Total Margins & Equities/Total Assets & Other Debits) x 100

**Long-Term Debt to Total Plant Ratio** **16.65%**  
 (Long Term Debt/Total Utility Plant) x 100

**Jefferson County PUD #1**  
**Water Requirements**  
**As of June 30, 2021**

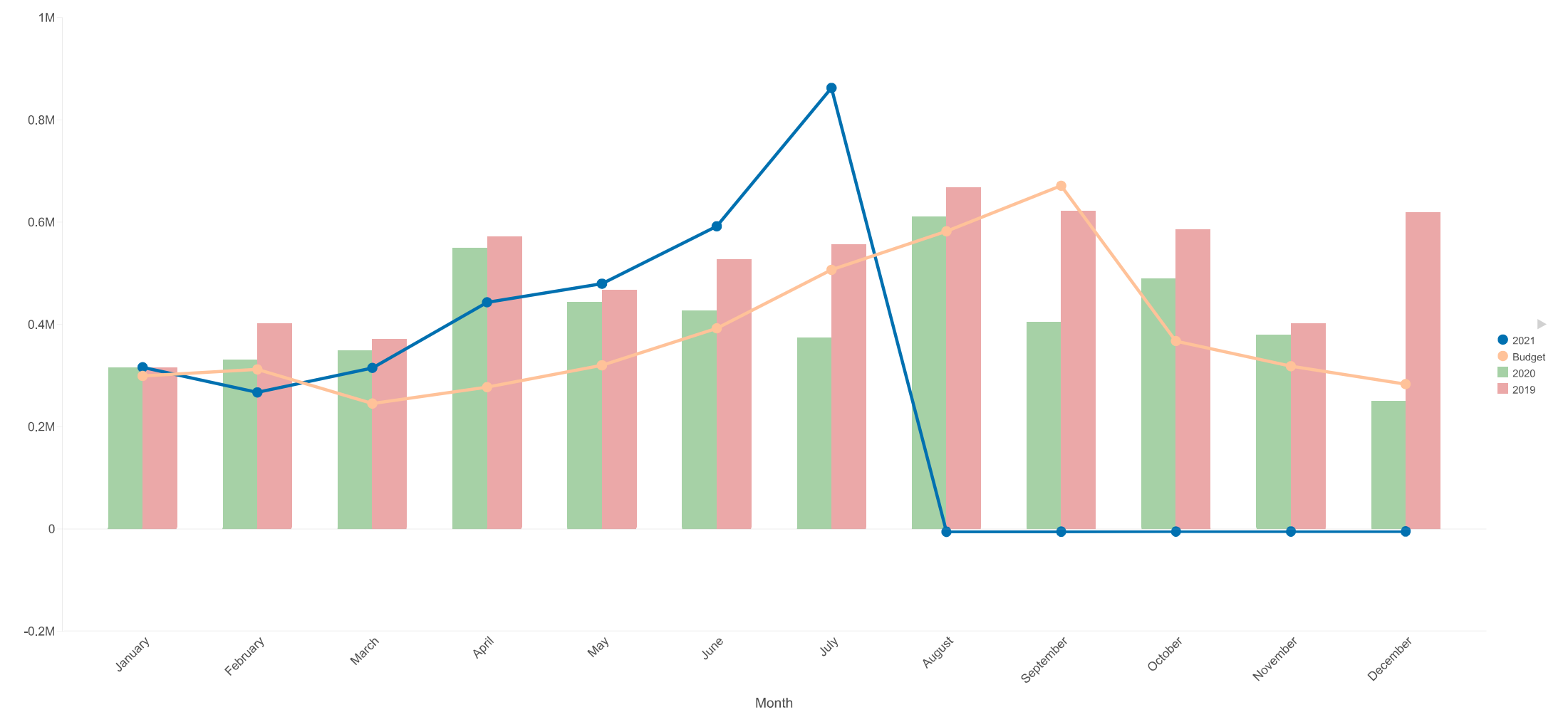
PART C. WATER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JUNE CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly Gallons SALES AND REVENUE (d)
1. Unmetered Water Sales	a. No. Consumers Served	12	12	
	b. Gallons Sold			6,200
	c. Revenue			934
2. Metered Residential Sales -	a. No. Consumers Served	4,573	4,545	
	b. Gallons Sold			20,356,345
	c. Revenue			211,540
3. Metered Commercial Sales	a. No. Consumers Served	320	318	
	b. Gallons Sold			4,838,003
	c. Revenue			41,376
4. Residential Multi-Family	a. No. Consumers Served	46	46	
	b. Gallons Sold			158,410
	c. Revenue			2,819
5. Metered Bulk Loadings	a. No. Consumers Served	1	1	
	b. Gallons Sold			0
	c. Revenue			38
6. Public Authority	a. No. Consumers Served	5	5	
	b. Gallons Sold			0
	c. Revenue			0
7. Master Meters	a. No. Consumers Served	22	22	
	b. Gallons Sold			4,970,860
	c. Revenue			0
8. Sewer/Drain Field--Residential	a. No. Consumers Served	377	375	
	b. Gallons Sold			0
	c. Revenue			10,267
9. Sales for Resales-Other	a. No. Consumers Served			
	b. Gallons Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		5,356	5,324	
11. TOTAL Gallons Sold (lines 1b thru 9b)				30,329,818
12. TOTAL Revenue Received From Sales of Water Gallons (line 1c thru 9c)				266,973
13. Bulk Water Gallons Sold Revenue				
14. Other Water Revenue				469
15. Gallons - Own Use				
16. TOTAL Gallons Purchased				
17. TOTAL Gallons Produced				23,910,167
18. Cost of Purchases and Generation				10,266



**Water Division**  
**Comparison 2021 Budget to 2021 Actuals Year to Date Through JUNE**

	2021 Budget JUNE YTD	2021 Actuals JUNE YTD	Variance
1. Operating Revenue and Patronage Capital	1,187,547	1,248,128	60,581
2. Power Production Expense	325	138	(187)
3. Cost of Purchased Power	100,000	60,873	(39,127)
4. Transmission Expense	0	0	0
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	534,470	307,002	(227,468)
7. Distribution Expense - Maintenance	276,339	92,157	(184,182)
8. Consumer Accounts Expense	114,599	124,353	9,754
9. Customer Service and Informational Expense	0	0	0
10. Sales Expense	0	0	0
11. Administrative and General Expense	579,082	508,752	(70,330)
<b>12. Total Operation &amp; Maintenance Expense (2 thru 11)</b>	<b>1,604,815</b>	<b>1,093,275</b>	<b>(511,540)</b>
13. Depreciation & Amortization Expense	367,065	385,502	18,437
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	55,707	63,277	7,570
16. Interest on Long-Term Debt	113,494	111,201	(2,293)
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	0	0
<b>20. Total Cost of Water Service (12 thru 19)</b>	<b>2,141,081</b>	<b>1,653,255</b>	<b>(487,826)</b>
<b>21. Patronage Capital &amp; Operating Margins (1 minus 20)</b>	<b>(953,534)</b>	<b>(405,127)</b>	548,407
22. Non Operating Margins - Interest	67,365	22,698	(44,667)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	357,451	298,715	(58,736)
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	0	0
28. Extraordinary Items	0	0	0
<b>29. Patronage Capital or Margins (21 thru 28)</b>	<b>(528,718)</b>	<b>(83,714)</b>	445,004

RUS Form 7 Income Statement by Month  
WATER UTILITY FORM 7 FINANCIAL COMPARISON GRAPH  
2019 - 2021



**Jefferson County PUD No. 1  
Cash and Cash Equivalents  
As of June 30, 2021**

<u>G/L #</u>	<u>Account Description</u>	<u>Balance</u>
1 131.12	Operating Account - Jefferson Co. Treasurer	\$3,722,160
1 131.11	Operating Depository Account - Bank of America	185,991
2 131.01	Cash-Jeff Co Treasurer General Account	127,433
2 131.11	1996 Bond LUD #8 - Jefferson Co. Treasurer	27,027
2 131.10	1996 Bond LUD #6 - Jefferson Co. Treasurer	8,697
2 131.14	2009 Bond LUD #14 - Jefferson Co. Treasurer	2,878 Restricted
1 135.21	Working Funds - Petty Cash and CSR Drawers	1,850
2 135.21	Cash Held in Trust by Property Manager	150
1 131.16	Payroll Clearing Account - 1st Security Bank	18
2 131.15	2008 Bond LUD #15 - Jefferson Co. Treasurer	-2 Restricted
<b>TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS</b>		<b>\$4,076,202</b>
1 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	\$3,344,708
1 136.10	Operating Account Related Investment - Jefferson Co. Treasurer	2,840,689
1 136.17	Tax Revenue Investment Fund - Jefferson Co. Treasurer	1,925,000
2 136.14	LUD #14 Bond Investment - Jefferson Co. Treasurer	1,050,921 Restricted
2 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	724,012
2 136.15	LUD #15 Bond Investment - Jefferson Co. Treasurer	312,987 Restricted
<b>TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS</b>		<b>\$10,198,317</b>
2 126.31	Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	\$164,817 Restricted
1 126.10	Capital Reserves	94,000 Restricted
2 126.10	Capital Reserves	6,000 Restricted
1 128.00	Other Special Funds	250 Restricted
<b>TOTAL LINE 13. BALANCE SHEET-SPECIAL FUNDS</b>		<b>\$265,067</b>
<b>RESTRICTED CASH BALANCE--JUNE 2021</b>		<b>\$1,631,851</b>
<b>NON-RESTRICTED CASH BALANCE--JUNE 2021</b>		<b>\$12,907,735</b>
<b>TOTAL CASH AND CASH EQUIVALENTS IN BANK--JUNE 2021</b>		<b>\$14,539,586</b>
<b>TOTAL CASH AND CASH EQUIVALENTS IN BANK--MAY 2021</b>		<b>\$14,590,549</b>
<b>Change in Bank Balance</b>		<b>(\$50,963)</b>

August 3, 2021

**PUD Calendar**

**August 3, 2021, Regular BOC Meeting per ZOOM, 5:00 pm**

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

**August 9, 2021, CAB Meeting 2:00-4:30**

**August 10, 2021, Special Meeting, 10:00am-12:00pm PPC (Public Power Council)**

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

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



## **AGENDA REPORT**

**DATE:** August 3, 2021  
**TO:** Board of Commissioners  
**FROM:** Samantha Harper, P.E., Engineering Director  
**RE:** Acceptance and signing of DWSRF loan  
**RECOMMENDATION:** Approval of Resolution

---

**SUMMARY:** Staff requests the Board of Commissioners accept the Department of Health's 2020 Drinking Water State Revolving Fund loan for the Local Utility District No. 17, Shine Plat and authorize the General Manager to sign loan contract.

**BACKGROUND:** *Below is a summary of the events to date:*

*In 2016, Public Utility District No. 1 of Jefferson County (PUD) performed a Feasibility Study – Consolidation of the Bywater Bay Water System and the Shine Plat Water System which was prepared by Washington Project Consultants, PLLC and funded through a grant from the Department of Health (DOH). Among other findings, the consolidation study proposed water system improvements which need to be completed prior to the consolidation of the Shine Plat Water System (Water System ID #05820) into the Bywater Bay Water System (Water System ID #02043).*

*In 2017, the PUD was petitioned by the residents of the Shine Plat Water System to form a Local Utility District (LUD) as the funding mechanism to finance the water system improvements.*

*As approved by the Board of Commissioners, staff applied for the 2020 Department of Health Drinking Water State Revolving Fund loan in the amount of \$490,000 for design, permitting and construction of the water system improvements needed for consolidation of the Shine Plat water system into the PUD's Bywater Bay Water System. The PUD was awarded the 2020 DOH's DWSRF loan.*

*The Commissioners approved the formation of LUD No. 17, Shine Plat and preliminary assessment through Resolution 2021-006. The total project preliminary cost estimate is \$570,468.05. PUD staff will work with DOH to discuss additional funding options.*

**ANALYSIS/FINDINGS:** The Department of Health underwrote the loan with the following terms:

Loan Amount: \$490,000  
Loan Fee: \$0  
Interest Rate: 1.25%  
Loan Forgiveness: 50%  
Loan Term: 24-years  
Payment Month(s): October 1<sup>st</sup> Annually  
Time of Performance: 48 months from Contract Start to Project Completion

In addition to the financial terms, there are also terms and conditions which will be incorporated into the construction bid document and contract.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff is recommending that the Board of Commissioners accept the Department of Health's 2020 Drinking Water State Revolving Fund loan for the Local Utility District No. 17, Shine Plat and authorize the General Manager to sign loan contract.

Attachments: Resolution 21-0XX  
Resolution 21-0XX, Exhibit A

July 14, 2021



PUD No. 1 of Jefferson County  
Samantha Harper, P.E.  
310 Four Corners Road  
Port Townsend, WA 98368  
sharper@jeffpud.org

RE: Loan Contract Number: DWL26239

Dear Samantha Harper;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to [dohcon.mgmt@doh.wa.gov](mailto:dohcon.mgmt@doh.wa.gov) or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at [www.sam.gov](http://www.sam.gov).

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at [www.sam.gov](http://www.sam.gov). Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Eloise Rudolph  
DOH Contract Manager  
360.236.3124  
Eloise.Rudolph@DOH.WA.GOV

Enclosures:

ATTACHMENT I: SCOPE OF WORK (PROJECT)  
ATTACHMENT II: ATTORNEY'S CERTIFICATION  
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS  
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS  
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS  
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

# DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	Revision(s)	Version
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1



# 1. CONTRACT FACE SHEET

**2020-3928 Loan Number: DWL26239**  
**Washington State Department of Health (DOH)**  
**Drinking Water State Revolving Fund (DWSRF)**  
**Municipal**

<b>1. Borrower</b> PUD No. 1 of Jefferson County 310 Four Corners Road Port Townsend, WA 98368		<b>2. Borrower Doing Business As (optional)</b>	
<b>3. Borrower Type</b> Construction Loan		<b>4. Borrower's Statutory Authority</b>	
<b>5. Borrower Contract Manager Information</b>  Samantha Harper Water Superintendent 360.385.8341 sharper@jeffpud.org		<b>6. DOH Contract Manager</b>  Eloise Rudolph P.O. Box 47822 Olympia, WA 98504-7822 360.236.3124 Eloise.Rudolph@DOH.WA.GOV	
<b>7. Project Name</b> Shine Plat System Consolidation			
<b>8. Loan</b> Amount: \$490,000.00 Loan Fee:\$0.00 Interest Rate: 1.25%	<b>9. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	<b>10. Start Date</b> DOE	<b>11. End Date</b> 10/1/2045
<b>12. Federal Funding Agency</b> Environmental Protection Agency <b>Catalogue of Federal Assistance (CFDA) Number</b> 66.468			
<b>13. Borrower Tax ID #</b> 91-6001044	<b>14. SWV #</b> 0074555	<b>15. Borrower UBI #</b> 601-141-351	<b>16. Borrower DUNS #</b> 184827970
<b>17. Contract Purpose</b> DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.			
<b>FOR CONTRACTOR</b>		<b>FOR DOH</b>	
SIGNATURE AND DATE		SIGNATURE and DATE	
NAME and TITLE		NAME and TITLE	
		<b>APPROVED AS TO FORM ONLY</b> Mark Calkins, AAG Signature on File	

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# Exhibit A

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<b>ATTACHMENT VII</b>	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

### 3. DECLARATIONS

#### 3.1. BORROWER INFORMATION

Legal Name:	<b>PUD No. 1 of Jefferson County</b>
Loan Number:	<b>DWL26239</b>
Award Year:	<b>2020</b>
State Wide Vendor Number:	<b>0074555</b>

#### 3.2. PROJECT INFORMATION (PROJECT)

Project Title:	<b>SHINE PLAT SYSTEM CONSOLIDATION</b>
Project Location (City or County):	Jefferson County
Project State:	<b>Washington</b>
Project Zip Code:	98368

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

#### 3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

#### 3.4. LOAN INFORMATION

Loan Amount:	<b>\$490,000</b>
Loan Fee (Included in loan amount if applicable):	<b>\$0</b>
Principal Loan Forgiveness %:	<b>50.00%</b>
Loan Term:	<b>24 years</b>
Interest Rate:	<b>1.25%</b>
Payment Month(s):	<b>October 1<sup>st</sup> Annually</b>
Earliest Date for Construction Reimbursement:	12 months prior to contract execution
Time of Performance:	<b>48 months from Contract start date (date of last signature) to Project Completion date.</b>
Notice to Proceed:	18 months from Contract start date (date of last signature)

#### 3.5. FUNDING INFORMATION

Total Funds from BORROWER:	N/A
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	To be determined
Total Amount of Loan:	<b>\$490,000</b>
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

#### 3.6. SPECIAL TERMS AND CONDITIONS

N/A

## 4. GENERAL TERMS AND CONDITIONS

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### DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

#### 4.1. **AUTHORITY**

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor."

#### 4.2. **FULL AGREEMENT**

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

#### 4.3. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

- A. Applicable local, state, and federal statutes and regulations
- B. Contract amendments
- C. The Contract (in this order)
  - Declarations and Special Terms and Conditions
  - General Terms and Conditions
  - Attachments I – VII

#### 4.4. **LOAN AMOUNT**

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

#### 4.5. **LOAN FEE**

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

#### 4.6. **LOAN TERM**

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

#### 4.7. **INTEREST RATE**

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER. If BORROWER completes the PROJECT

## Exhibit A

within twenty-four (24) months of the CONTRACT start date, DOH will reduce the LOAN INTEREST to one percent (1%) at PROJECT completion. The reduced interest rate will apply to the remaining payments beginning from the date DOH approves the BORROWER's Project Completion Report.

### **4.8. LOAN FORGIVENESS**

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

### **4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION**

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

### **4.10. TIME OF PERFORMANCE**

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

### **4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT**

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

- A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
- E. Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

**4.12. LOAN PAYMENTS**

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

**4.13. LOAN DEFAULT**

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1<sup>st</sup>) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

**4.14. LOAN SECURITY**

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

**4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS**

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

**4.16. AMERICAN IRON AND STEEL**

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

- A. Compliance would be inconsistent with the public interest; or
- B. The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or

## Exhibit A

- C. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
- D. The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

### **4.17. ATTORNEYS' FEES**

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

### **4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED**

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

### **4.19. COMPLIANCE**

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

### **4.20. DISPUTES**

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

- A. Be in writing;
- B. State the disputed issues;
- C. State the relative positions of the parties;
- D. State BORROWER's name, address, and the CONTRACT number;
- E. Provide contact information for the requester's representative, and,
- F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.



**4.21. ELIGIBLE PROJECT COSTS**

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

- A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
- B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
- C. Complied with Prevailing Wage requirements;
- D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
- E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

**4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM**

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

**4.23. FINANCIAL AUDIT**

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELIGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

**4.24. GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

**4.25. HISTORICAL AND CULTURAL REQUIREMENTS**

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction

## Exhibit A

activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

### **4.26. INDEMNIFICATION**

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

### **4.27. INDUSTRIAL INSURANCE COVERAGE**

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

### **4.28. LITIGATION**

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

### **4.29. NONDISCRIMINATION**

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

**4.30. PREVAILING WAGE**

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

**4.31. PROCUREMENT**

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

**4.32. PROHIBITION STATEMENT**

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER's contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

**4.33. PROJECT SIGNS**

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

**4.34. PUBLICITY**

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

**4.35. RATES AND RESERVES**

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

**4.36. RECAPTURE**

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

**4.37. RECORDKEEPING AND ACCESS TO RECORDS**

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records

retention schedules applicable to the BORROWER.

**4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)**

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

**4.39. SEVERABILITY**

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

**4.40. SUBCONTRACTING**

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

**4.41. SURVIVAL**

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

**4.42. TERMINATION FOR CAUSE**

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

**4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE**

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

## Exhibit A

- A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
- B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
- C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
- D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

### **4.44. TERMINATION PROCEDURES**

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

- A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
- C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
- D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

### **4.45. WORK HOURS AND SAFETY STANDARDS**

If this CONTRACT exceeds \$100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## ATTACHMENT I: SCOPE OF WORK (PROJECT)

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### DWSRF PROGRAM LOAN CONTRACT INFORMATION

2020-3928 SHINE PLAT SYSTEM CONSOLIDATION

#### DWSRF Scope of Work:

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##### Scope of Work:

Project to include:

1. Installation of approximately 1,700 feet of up to 8-inch diameter water line and intertie with Bywater Bay water system. Water line costs to include: pipe, valves, backfill, bedding, surface restoration, traffic control, service lines, meters, hydrants, valves, utility relocate, and other appurtenances.
2. Installation of approximately 26 service meters. Costs include: meter setting, excavation, surface restoration, connection to existing system, and other appurtenances.
3. Submit project reports and construction documents to Southwest Regional Office of Drinking Water for review and approval.
4. Consolidation of the Shine Plat water system (ID#05820) with Jefferson PUD's Bywater Bay water system (#02043). At the end of this project, the Shine Plat water system will be served by the Bywater Bay system. The Shine Plat water system will be inactivated as a regulated public water system and owned, operated, and maintained by Jefferson PUD.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative, audit, and land acquisition.

**2020-3928 SHINE PLAT SYSTEM CONSOLIDATION****Project Costs by Cost Category:**

<b>COST CATEGORY</b>	<b>CURRENT ESTIMATES</b>
Engineering Report (Preliminary Engineering)	\$40,000
Environmental Review	\$30,000
Historical Review/Cultural Review	\$10,000
Land/ROW Acquisition	\$0
Permits	\$266
Public Involvement/Information	\$0
Bid Documents (Design Engineering)	\$40,000
Construction: Estimated Cost. Provide details on following pages.	\$293,450
DOH Review/Approval Fees:	\$3,000
Contingency: (10% min, 20% max)	\$29,345
Sales or Use Taxes	\$29,052
Construction Engineering/Inspection	\$0
Insurance:	\$0
Audit:	\$0
Legal:	\$0
Service Meters (Purchase and Installation)	\$6,375
Other: Bedding and Backfill Material Testing	\$8,512
<b>TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)</b>	<b>\$490,000</b>
<b>DWSRF Loan Origination Fee (1%) Waived</b>	
<b>DWSRF Loan Award</b>	<b><u>\$490,000</u></b>

## 2020-3928 SHINE PLAT SYSTEM CONSOLIDATION

## Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
<b>Grants and Other Non-Matching Funds</b>		
Grant #1		
Grant #2		
Other Grants		\$
New Grants		\$
<b>Total Grants and Other Non-Matching Funds</b>		a) <b>\$</b>
<b>Loans</b>		
<i>This Loan Request</i>	<b>DWSRF loan</b>	<b>\$490,000.00</b>
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
<b>Total Loans</b>		b) <b>\$490,000</b>
<b>Local Revenue</b>		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
<b>Total Local Revenue</b>		c) <b>\$</b>
<b>Other Funds</b>		
Other Funds		\$
Other Funds		\$
<b>Total Other Funds</b>		d) <b>\$</b>
<b>TOTAL PROJECT FUNDING</b>		e) <b>\$490,00.00</b>



**2020-3928 SHINE PLAT SYSTEM CONSOLIDATION****Engineer's Certification:**

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The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: \_\_ years.

I, \_\_\_\_\_, licensed engineer, certify that the average expected useful life for the improvements described above is \_\_ years.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Professional Engineer License Number: \_\_\_\_\_

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## ATTACHMENT II: ATTORNEY'S CERTIFICATION

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### DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, \_\_\_\_\_, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.
2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and BAR Number (WSBA No.)

\_\_\_\_\_  
Address

## ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

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### 1) Environmental and Cultural Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act, 54 USC Subtitle III
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
- m) Washington State Environmental Policy Act, Chapter 43.21C RCW
- n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

### 2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

### 3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
- i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
- j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

### 4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Department of Health of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems

## Exhibit A

- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

# ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

## GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

## FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
  - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

## SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

**MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503**

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE<sup>1</sup> or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

<sup>1</sup> Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

## ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency  
Washington, DC 20460

EPA Project Control Number

The terms, "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded", as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and its principals, certifies by signing below that to the best of its knowledge and belief they:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,
- D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor's business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors ([www.SAM.gov](http://www.SAM.gov)). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. My explanation is attached.

## ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
  - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
  - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
    - F.I.C.A. (Social Security) –employer's share.
    - Retirement benefits.
    - Hospital, health, dental, and other welfare insurance.
    - Life insurance.
    - Industrial and medical insurance.
    - Vacation.
    - Holiday.
    - Sick leave.
    - Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The
- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
  - a. Telephone charges.
  - b. Reproduction and photogrammetry costs.
  - c. Video and photography for project documentation.
  - d. Computer usage.
  - e. Printing and advertising.
15. Other project related costs include:
  - Competitive Bidding.
  - Audit.
  - Insurance.
  - Prevailing wages.
  - Attorney fees.
  - Environmental Review.
  - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.



# ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

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## Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

### Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

### I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

#### For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

#### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

#### **2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly

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basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

## Exhibit A

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

## Exhibit A

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

## Exhibit A

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the

## Exhibit A

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

[https://www.dol.gov/whd/WHD\\_district\\_offices.pdf](https://www.dol.gov/whd/WHD_district_offices.pdf).

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

**RESOLUTION NO. 2021-0\_\_**

A RESOLUTION of the Board of Commissioners of the Public Utility District No. 1 of Jefferson County, Washington (the “PUD”), accepting Department of Health’s 2020 Drinking Water State Revolving Fund loan for the Local Utility District No. 17, Shine Plat and authorizing the General Manager to sign loan contract.

WHEREAS, on November 17, 2020, the Board of Commissioners upon a motion authorized staff to submit a loan application for the Department of Health’s (“DOH”) 2020 Drinking Water State Revolving Fund for Shine Plat LUD No. 17 water improvements; and

WHEREAS, DOH awarded the PUD a construction loan in the amount of \$490,000 with 1.25% interest rate, no loan fee and a 24-year loan term. The loan amount included both pre-construction and construction funds for LUD No. 17 water improvements; and

WHEREAS, the Shine Plat LUD No. 17 water improvements qualified for a principal loan forgiveness of 50-percent; and

WHEREAS, the loan terms and conditions are attached in Exhibit A; and

WHEREAS, the preliminary engineers estimate is \$570,468.05 and the PUD will work with the Department of Health staff on the potential of funding the additional cost from the original loan application

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

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

Section 2. The PUD accepts the loan and the conditions as identified in Exhibit A and authorizes the General Manager to sign the loan contract.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 3rd day of August 2021.

\_\_\_\_\_  
Dan Toepper, President

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Kenneth Collins, Vice President



**ATTEST:**

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**Jeff Randall, Secretary**

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

**RESOLUTION NO. 2021-XXXX-**

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, authorizing rates for the sale of retail Internet Services; approving revised rates for wholesale Internet Services, and approving Telecommunication Customer Service Policies.

WHEREAS, the PUD has been working on the development of a Broadband fiber optic network to provide retail and wholesale Internet Services to serve the residents of Jefferson County, Washington over the past several years; and

WHEREAS, at the April 13, 2021 Special meeting of the PUD, staff presented initial drafts of retail and wholesale rates for proposed services to be offered on a for retail and wholesale Internet Services as well as Telecommunication Customer Service Policies, and the Board of Commissioners also reviewed these rates and policies on April 20, 2021, May 4, 2021 and May 25, 2021; and

WHEREAS, at its June 15, 2021 Regular meeting, the Board of Commissioners, authorized staff to apply for grant funding from both state and federal broadband grant funding sources, and specifically authorized the PUD to apply for a Community Economic Revitalization Board (CERB) grant in Resolution No. 2021-016; and

WHEREAS, at the July 6, 2021 Regular meeting of the Board of Commissioners the staff presented a plan regarding the Quilcene, Discovery Bay and Gardiner communities in Jefferson County, Washington (the “Olympic Fiber Corridor Project”) demonstrating the unserved and underserved nature of Broadband services in these communities; and

WHEREAS, at the July 6, 2021 Regular meeting the Board of Commissioners of the PUD adopted Resolution No. 2021-018 authorizing PUD staff to respond to a Request for Information from the Washington State Broadband Office and for the PUD to commit the resources necessary to serve as a provider for retail and wholesale Internet Services for the Olympic Fiber Corridor Project; and

WHEREAS, on July 26, 2021 the Washington State Broadband Office notified the PUD that the Olympic Fiber Corridor Project had been selected to be included in the Washington State Broadband Office’s application for funding through a grant from the National Telecommunications Information Administration (“NTIA”). The NTIA grant provides new federal funding for deployment of broadband infrastructure; and

WHEREAS, it is necessary for grant purposes to adopt rates and charges for retail and

wholesale Internet Services, as well as Telecommunication Customer Service Policies to help guide the PUD when it begins to provide both retail and wholesale Internet Services; and

WHEREAS, Governor Inslee signed two legislative bills that allow the PUD to begin the sale of both retail and wholesale Internet Services after the passage of Engrossed Substitute House Bill 1336 and Second Substitute Senate Bill 5383; and

WHEREAS, both HB 1336 and SB 5383 require the PUD to report to both the Board of Commissioners and Washington Broadband Office certain information “before providing retail telecommunication services:” and

WHEREAS, the Board of Commissioners requests that staff provide a full report in compliance with both HB 1336 and SB 5383, a new section in RCW 54.16, that provides the following information before retail services are provided: an availability assessment, the location of the retail telecommunication services to be provided, evidence demonstrating that the area offered service is unserved, the expected costs of providing retail services, a plan that shows the new telecommunication services can provide download speeds of at least twenty-five megabits per second and minimum upload speeds of at least three megabits per second, consistent with RCW 43.330.536, and identifying funding sources that are beyond any grants or loans; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the rates and charges for retail and wholesale Internet Services, attached as Exhibit 1 to this Resolution are hereby adopted and will be effective on August 19, 2021.

IT IS HEREBY FURTHER RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County that the Telecommunications Customer Service Policies, attached as Exhibit 2 to this Resolution are hereby adopted and will be effective on August 19, 2021.

ADOPTED at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 3<sup>rd</sup> day of August 2021.

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Dan Toepper, President

ATTEST:

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Ken Collins, Vice President

**Jeff Randall, Secretary**

**Jefferson County PUD**  
**RATE SCHEDULE**  
**Retail Broadband Services**  
**Effective August 19, 2021**

- A. The rates listed on this schedule are available to residents and businesses who are within reach to connect to the Jefferson PUD fiber network. The PUD reserves the right, at its sole option to discontinue or modify services and prices listed in this rate schedule at 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

<b>Residential Retail Rates:</b>	
<b>Broadband</b>	
Connection Fee per new Service Drop	<p>GENERAL SERVICE AREA: Aid to Construction charges may apply. Aid to Construction costs will be estimated per connection request.</p> <p>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.</p>
100/100 Mbps Broadband Access Unlimited usage with no data caps.	\$65
250/250 Mbps Broadband Access Unlimited usage with no data caps	\$75
1 Gbps/1 Gbps Broadband Access Unlimited usage with no data caps	\$90
Premium Service Adds to any rate above. Guarantees evening and weekend repair services for outages caused by the PUD network.	\$20
Wi-Fi Modem Rental	\$10
Low-Income Discount	<p>\$20 per month</p> <p>Only one discount per month provided only to qualified households.</p>
<b>Voice over IP Telephone Service</b>	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$20
<b>Business Retail Rates:</b>	
<b>Broadband</b>	
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
1 Gbps/1 Gbps Broadband Access Unlimited usage with no data caps	\$100
Premium Service Adds to any rate above. Guarantees evening and weekend repair services for outages caused by the PUD network.	\$25
Wi-Fi Modem Rental	\$10
<b>Voice over IP Telephone Service</b>	
Local Telephone Line with numerous features and unlimited long distance calling to the continental United States and a few other countries.	\$30
<b>Labor Charges</b> To be applied per hour to any work requested by customer that is not included in a standard installation. Applies to both residential and business customers. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour

**Jefferson County PUD**  
**RATE SCHEDULE**  
**Wholesale Broadband Services**  
**Effective August 19, 2021**

- A. The rates listed on this schedule are available to qualified Internet Service Providers (ISPs) desiring to use the PUD's wholesale fiber optic network. The PUD reserves the right, at its sole option to discontinue or modify services listed in this rate schedule at anytime.
- B. All wholesale fiber optic and wireless network services provided by the PUD are subject to the terms and conditions in the PUD's Telecommunications Policies, as may be amended from time-to-time.
- C. The amount of any tax levied by any governmental entity, in accordance with the laws of the State of Washington, will be added to the charges shown in this rateschedule.
- D. Rates listed in all tables below are monthly recurring charges unless otherwise noted.
- E. The products delivered with Residential Ethernet Services and Business Ethernet Services are intended to serve a single User location. It is prohibited to use the bandwidth from these products to connect to or sell services to additional customer locations.
- F. The District's fiber optic network is able to provide other features such as dark fiber, point-to-multipoint VLANs, and other backhaul solutions. The District is willing to sell such services under individual contractual arrangements. Please contact the District at [broadband@jeffpud.org](mailto:broadband@jeffpud.org) to discuss your needs.
- G. The PUD may enter into contractual arrangements with an RSP for any services not included on this rate sheet. The PUD must get Board approval for any contract greater than \$1,000 in monthly recurring fees.
- H. The PUD will offer a low-income discount for residential connections where somebody in a household meets the FCC's definition of those eligible for a discount. That definition currently includes anybody that is part of the Supplemental Nutrition Assistance Program (SNAP), Medicaid, Federal Public Housing Assistance, Supplemental Security Income, the Veterans and Survivors Pension Benefit, or certain Tribal Programs. The FCC may periodically change this definition. RSPs are required to pass this discount on to the qualifying household. RSPs are encouraged to match, and double the discount, but are not required to do so.
- I. General Service Areas refer to sections within the PUD's service territory where aid-to-construction costs may apply in determining connection fees per new service drop
- J. Special Project Areas refer to designated zones within the PUD's service territory where grant-or other funding sources allow for the possible waiver of construction fee for new service drops of 1000 feet or less. Special Project Areas will be posted on the PUD's website when designated.



Exhibit 1

<b>Set-up of New Service Provider</b>	\$250 non-recurring. This is applied one time for a new RSP.
<b>Residential Ethernet Services:</b>	
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 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.
<b>Business Ethernet Services:</b>	
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
<b>Customer VLAN Off-Network Services:</b> (Includes Premium Support)	
100 Mbps port – Month-to-Month billing	\$500

Exhibit 1

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
<b>Collocation:</b>	
The following are monthly recurring charges for collocating equipment in District Facilities. The rates include cabinet or rack space, access to 20 amp AC power, and keyed entry for Customer access.	
Full Rack Space	\$500
Half Rack Space	\$250
One-Third Rack Space	\$170
One-Fourth Rack Space	\$125
DC Power – per each 5 amps of total installed breaker capacity	\$18
<b>Labor Charges.</b> To be applied per hour to any work requested by Customer that is not included in a standard installation. Minimum charge is for ½ hour of time.	
Standard Labor Charge	\$100 per hour
Overtime Labor Charge	\$150 per hour
<b>Connection Fee per new Service Drop</b>	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 2**

**TELECOMMUNICATIONS CUSTOMER SERVICE POLICIES  
OF THE PUBLIC UTILITY DISTRICT OF JEFFERSON COUNTY, WASHINGTON**

**Adopted: August 3, 2021**

**1.0 APPLICABILITY OF POLICIES**

These Telecommunications Customer Service Policies are subject to revision by the Commission of the District from time to time as determined to be in the District's best interests.

The District provides telecommunications services and facilities in accordance with the provisions of RCW 54.16.330. The District reserves the right to discontinue any service at any time and in the event that any Customer shall fail to comply with these Policies. Service also may be disconnected by the District at any time to prevent fraudulent use or to protect its property.

Contracts between the District and Customers for specialized services such as telecommunication transport services or dark fiber may contain different terms and conditions from those set forth in these Telecommunications Customer Service Policies provided such contracts are approved by the District's Commission and further provided that such contracts shall comply with RCW 54.16.330 requiring that the rates, terms, and conditions for such services are not unduly or unreasonably discriminatory or preferential.

## Exhibit 2

### 1.1 DEFINITION OF TERMS

Special terms when used in these policies shall have the following definitions:

<u>Commission</u>	The elected Board of Commissioners of Public Utility District of Jefferson County, Washington.
<u>Customer</u>	A person or entity purchasing wholesale Telecommunications Services from the District. A Customer may not be a retail user of Telecommunications Services.
<u>Due Date</u>	The date by which the Customer's payment for Telecommunications Services must be received by the District as specified on the District's Billing Statement. The Due Date will be 30 days after the billing date specified on the bill, or the next business day if the 30 <sup>th</sup> day is a weekend or a holiday.
<u>Pre-Pay</u>	An agreement by the District and the Customer obligating the Customer to make advance payment for Telecommunications Services or Facilities.
<u>Special Fiber Construction</u>	District may require the Customer to pre-pay for some cost of construction needed to add a User to the network before the customer is added to the network. Special Fiber Construction may be charged if the Customer asks to connect to a User to anywhere other than the normal Fiber Demarcation Point. Special Fiber Construction may also be assessed for Users for which there are high costs of connection required to connect to the network.
<u>Telecommunications Services</u>	All telecommunications services and facilities provided to Customers as set forth in an applicable District rate schedule.
<u>Telecommunication Facilities</u>	Those facilities required to provide Telecommunications Services. This includes, but is not limited to, fiber, vaults, switches, routers and gateways.
<u>Fiber Demarcation Point</u>	The designated connection point at which the District's facilities end. The final location of the Fiber Demarcation Point

Exhibit 2

shall be determined exclusively by the District. District devices will, to the extent feasible, be installed only in locations that allow free and safe access for installing, removing and testing.

User

A person or entity that is receiving access to Telecommunications Services from a Customer

## **2.0 TELECOMMUNICATION GENERAL POLICIES**

### **2.1 RATE SCHEDULE**

A Rate Schedule has been adopted by the Commission to establish charges for Telecommunications Services. The Commission may revise the rate schedule from time to time and at any time as they determine necessary or advisable. Copies of the current rate schedules are available upon request.

### **2.2 LIMITATIONS OF DISTRICT OBLIGATIONS**

The District will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. The District may suspend the delivery of service for the purpose of making repairs or improvements to its Telecommunications Facilities. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to Customers and Users. Telecommunications Services/Facilities are inherently subject to interruption, suspension, curtailment and fluctuation. In no event, however, shall the District be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, breakdowns of or damage to equipment/facilities of District or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority; or
- B. Repair, maintenance, improvement, renewal or replacement work on District's Telecommunication Facilities, which work, in the sole judgment of District, is necessary or prudent; or
- C. Automatic or manual actions taken by District, which in its sole judgement are

Exhibit 2

necessary or prudent to protect the performance, integrity, reliability or stability of District's telecommunication system or any telecommunication system with which it is interconnected.

## **2.3 LIMITATIONS OF DAMAGES**

In no event shall the District have any obligation or liability for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's Telecommunications Services/Facilities or any interruption, suspension, curtailment or fluctuation of the District's Telecommunications Services regardless of the cause thereof.

## **2.4 CUSTOMER OBLIGATIONS**

It shall be the responsibility of the Customer to abide by all applicable rate schedules and policies relating to service as the same currently exist or are hereafter amended. By continuing to utilize the District's Telecommunications Services, the Customer shall be deemed to have accepted all of the terms and conditions contained in the District's rate schedules and policies as the same currently exist or are amended from time to time.

## **2.5 APPLICATION FOR SERVICE**

A new Customer must apply to the District for approval before being allowed to use the District's fiber network. Customer must provide the following to be approved to use the network:

- ☒ Customer must provide a current valid business license and UBI number or local business license as required that provide proof that the Customer is legally allowed to resell services.
- ☒ Customer must be current and have paid all previously accrued and outstanding amounts owed the District for Telecommunications Services.
- ☒ Customer shall procure and maintain for the time in which Customer is providing services using the District fiber network, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Customer, its agents, representatives, employees, or subcontractors. Any payment of deductible or self-insured retention shall be the sole responsibility of the Customer. Customer shall provide a Certificate of Insurance which shall include the following:

#### Exhibit 2

- Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
  - Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
  - Worker's Compensation insurance at the limits established by the State of Washington.
- ☒ The PUD shall be named as an additional insured on the insurance policy, as respects to work performed by or on behalf of the Customer, and a copy of the endorsement naming the PUD as additional insured shall be attached to the Certificate of Insurance. The Customer's insurance shall be primary insurance as respects the PUD and the PUD shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **2.6 PRE-PAYMENT FOR USER CONNECTION TO THE NETWORK**

The Customer shall be required to prepay any Connection Fees as defined in the Rate Schedule as well as any Special Construction Charges assessed to a specific customer before the District will initiate the construction to add the User to the network.

## **3.0 BILLING AND COLLECTION**

### **3.1 BILLING PERIODS**

Customers will be billed monthly for Telecommunications Services or as otherwise provided in the applicable District rate schedules. Charges shall be prorated when Telecommunications Services are provided for more than or less than the actual billing period.

### **3.2 ADJUSTMENT OF BILLING ERRORS**

The District reserves the right to adjust any billing when it determines that an error in billing has been made and a correction is in order. The District may revise such bill on the basis of best evidence available.

### **3.3 PAYMENT**

## **Exhibit 2**

The District requires receipt of payment for Telecommunications Services/Facilities on or before the earlier of the Due Date specified on the billing statement or the date specified in the Prepayment Agreement if the Customer has executed a Prepayment Agreement.

### **3.4 LATE PAYMENT CHARGES**

If payment hasn't been received by the District on or before the Due Date, a late charge shall be assessed on the unpaid balance. The late payment charge shall be calculated at 1.5% per month. In no event shall the minimum monthly late payment charge amount be less than \$50.00. Late payment charges shall continue to accrue until such time as the bill and all accumulated charges have been paid in full.

### **3.5 RETURNED CHECK CHARGES**

If Customer payment fails, due to any reason, the District will charge a return check fee in accordance with RCW 62A.3-501 and RCW 62A.3-525.

### **3.6 PAYMENT OPTIONS**

Customers may make payment to the District by any District-approved means.

### **3.7 CUSTOMER AND USER REQUIREMENTS**

In order to protect the District's Telecommunications Services and Telecommunications Facilities, all Customers and Users shall strictly comply with the following requirements:

#### **A. Illegal Use**

The District's Telecommunications Services may only be used for lawful purposes. Any transmission, distribution, retrieval, or storage of material that violates any applicable law is prohibited. Customers of Telecommunications Services are required to have and enforce policies governing their Users which prohibit the following activities involving District Telecommunications Services or Telecommunications Facilities, without limitation:

1. Compliance with all Intellectual property rights and laws – No Customer or User shall violate any intellectual property rights including those protected by patent, copyright, trade secret, or other intellectual property right.



## Exhibit 2

2. Inappropriate content – No Customer or User shall transmit, broadcast or receive any material that is legally obscene or constitutes child pornography, or any material that is libelous, defamatory, or that otherwise violates applicable laws.
3. Export control – No Customer or User shall transmit, broadcast or receive any material that violates export control laws or other applicable regulations.
4. Forging of Headers – No Customer or User shall misrepresent or forge any message header to mask the originator of a transmitted communication.

### **B. System and Network Security**

The District makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by the Customer or a User over the District's Telecommunication Facilities or Telecommunications Services. Any attempt to breach system and network security measures is expressly prohibited and may result in criminal and civil liability. Customers of Telecommunications Services are required to have policies governing their Users which prohibit the following, without limitation:

1. Unauthorized Access – Customers and Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of the Telecommunications Services or any other District system. Illegally accessing or accessing without proper authorization computers, accounts, networks or purposely breaching firewalls or security measures of another company's or individual's system (hacking) is also a violation.
2. Unauthorized Monitoring – Customers and Users may not attempt to monitor any information on any network or system without authorization of the owner of that network.
3. Interference - Customers and Users may not attempt to intercept, redirect or otherwise interfere with communications intended for other parties.
4. Fraud/Forgery – Customers and Users are expressly prohibited from impersonating another party by altering IP addresses or forging TCP-IP packet header information within an email or newsgroup posting. Misrepresenting or forging message headers to mask the originator of a

**Exhibit 2**

message is a violation of these policies.

5. “Denial of Service Attacks” – Customers and Users may not flood, deliberately attempt to overload a system, or broadcast attacks.
6. Virus Transmission - Customers and Users may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, Worms, corrupted data or other destructive activities.
7. Re-transmission – Transmission of District network services beyond the premises which is directly connected to the District’s network, except as specifically allowed under Rate Schedule 100.

**C. Email**

Although the District makes no promises to police any activities on the Telecommunication Facilities, it is required that Customers of Telecommunications Services have and enforce policies for Users requiring compliance with certain conduct in connection with e-mail. Compliance shall include, without limitation:

1. Unsolicited Email - Users may not use any Services to transmit or collect the responses from excessive volumes of unsolicited commercial e-mail messages. The use of another provider's service to send unsolicited commercial or bulk e-mails, SPAM or mass mailings to promote a site associated with the District’s network or any of its customers is similarly prohibited.
2. E-mail Relay - The use of another party's e-mail server to relay e-mail without express permission from such party is prohibited.

**D. Rights of the District**

1. The District will cooperate with legally authorized law enforcement and government agencies or other parties involved in investigating claims of illegal or inappropriate activity.
2. Violation of this policy may result in temporary suspension or termination of service, at the District’s sole discretion.

**3.8 RIGHT TO DISCONNECT**

## Exhibit 2

The District's right to discontinue Telecommunications Service may be exercised whenever:

- A. Customer is not current on payments due to District. District invoices are due and payable within 30 days. Customer will be disconnected if at least 75% of any past due billing has not been paid within 30 days past the date of the invoice. Disconnection of Telecommunications Services may occur as often as delinquency shall occur and neither delay nor omission on the part of the District to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues; or
- B. Violation of these Telecommunications Customer Service Policies or the signed Telecommunications Service Provider Application and Agreement.

### 4.0 SERVICE OBLIGATIONS

#### A. Request for New Service

Customer shall make a formal request to connect a new User to the network by sending an email to [broadband@jeffpud.org](mailto:broadband@jeffpud.org). That email should contain the following minimum information:

- ☒ Name of the User
- ☒ Address of the User
- ☒ The specific product being requested from the Rate Schedule

Within 7days of a formal request for service, the District shall provide Customer with a quote for service which would include any additional pre-paid fees required for to cover the cost of construction or installation.

At this point, Customer can place a valid order for service by pre-paying the District for any connection fees as described in the Telecommunications Rate Schedules and pre-paying any specific construction charges that the District is requiring, if any, for a specific customer.

Before District will proceed with construction, Customer must provide evidence that the real property owner is granting easement to the District for crossing and locating infrastructure on the property.

Customer must also notify the User about any planned site visit by the District.

#### B. Installation Goals

## **Exhibit 2**

Both parties shall cooperate to try to connect a new residential User to the network within 30 days of the date of a valid order.

The District and Customer will work jointly to set an installation date goal for each new business customer at the point where there is a valid order.

### **C. Demarcation**

The physical demarcation point between the District network and Customer network shall be at the point where the District places the electronics at a User location that converts light signal into electrical signal.

The District's policy for a residential User is to place the demarcation on the outside of a User location close to the electric meter, but the District retains the right to locate the demarcation point indoors or at some different outdoor location.

The District's policy for a business User is to place the demarcation indoors at the customer location. The District expects Customer to be familiar with the customer location and to define the location of a business User demarcation.

In all cases, Customer may request an alternate demarcation point from that suggested by the District. The District will try to accommodate the Customer request, but there may be additional fees.

The District's Responsibility ends at the demarcation point and all wiring and other facilities past the demarcation are the responsibility of Customer. District might agree to do additional work past the demarcation point but is not obligated to do so. Any District work past the demarcation will be performed at the District's hourly rate identified on the Rate Schedule.

When the installation to the demarcation is complete the District will notify the Customer and will include any information pertinent to the installation.

### **D. Responsibility for Maintenance and Repairs**

District is responsible for all network obligations on the District side of the demarcation, including the electronics at the demarcation point. Customer is responsible for all network at the User location that is past the demarcation point.

Each party will be responsible for all maintenance and repair costs on its side

Exhibit 2  
of the demarcation point.

Both parties will cooperate to reduce unneeded truck rolls. Should District be requested to make a truck roll by Customer but finds that the problem was on the Customer side of the demarcation, the District will bill time and materials as defined in Telecommunications Rate Schedule. There will no fees for a truck roll where the problem was on the District side of the demarcation.

**E. Network Monitoring / Escalation**

Customer must provide the District with an escalation list that identifies the contact at Customer who should be notified of network problems or outages. This list shall identify the specific and best ways to reach the Customer contact, including telephone number and email address. Customer should also provide a back-up contact in case the primary contact can't be reached. Customer is free to provide different contacts for different kind of network problems.

District will monitor the fiber network 24/7. The District will notify the appropriate Customer contact about identified network problems that have a material impact on User performance.

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

**RESOLUTION NO. 2021-XXX**

A RESOLUTION of the Board of Commissioners of the Public Utility District No 1 of Jefferson County, Washington (“the PUD”), authorizing an Interlocal Agreement with Public Utility District No. 3 of Mason County, Washington (PUD 3) regarding fiber optic construction.

WHEREAS, this Interlocal Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the PUD and PUD 3 each seek to assist each other in completing a construction agreement that JPUD has entered into with the Bonneville Power Agency (“BPA”) to construct certain fiber optic connections to BPA facilities that connect to both JPUD and PUD 3 owned facilities: and

WHEREAS, the Board of Commissioners has reviewed the proposed Interlocal Agreement attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, the General Manager is hereby authorized to execute the Interlocal Agreement attached to this resolution. Consistent with the Interlocal Cooperation Act, the PUD will publish this agreement on its website.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 3<sup>rd</sup> day of August 2021.

\_\_\_\_\_  
Dan Toepper, President

\_\_\_\_\_  
Kenneth Collins, Vice President

ATTEST:

\_\_\_\_\_  
Jeff Randall, Secretary

**INTERLOCAL AGREEMENT**  
**BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND**  
**PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY**

This Interlocal Agreement ("Agreement") made and entered into this 27th day of July, 2021, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act (the "Act"), by and between Jefferson County PUD No. 1 ( "JPUD") and Public Utility District No. 3 Of Mason County ("PUD 3") (collectively referred to as "the Parties").

**WHEREAS**, JPUD and PUD 3 are Washington state Public Utility Districts; and

**WHEREAS**, RCW 39.34.080 permits Public Utility Districts to contract with one another for the performance of certain governmental services. Under the Act, Public Utility Districts may enter into agreements with one another for joint or cooperative action. and

**WHEREAS**, JPUD has entered into a construction agreement with the Bonneville Power Agency ("BPA") for construction of certain fiber optic connections to BPA facilities that connect to both JPUD and PUD 3 owned facilities and a portion of the work will be completed by PUD 3 to benefit its system; and

**WHEREAS**, in order to facilitate the completion of the BPA Contract, JPUD has agreed to enter into the agreement directly with BPA.

**NOW, THEREFORE**, based upon mutual covenants to be derived from this Agreement, the Parties agree as follows:

1. **Purpose:** It is the purpose of this Agreement to allow the Parties to cooperate and make the most efficient use of their resources by working together to complete the work outlined in the attached agreement and incorporated herein as Exhibit A (the "BPA Contract"). The fiber routes to be built are listed in Exhibit B, incorporated herein by this reference.

2. **JPUD Work.** JPUD has entered into an agreement with BPA to provide for the construction of fiber optic facilities to be located, in part, in each Party's substations, and interconnecting with BPA as more fully described in the BPA Contract. JPUD has agreed to build certain fiber optic connections to BPA's facilities at Happy Valley, Fairmont, Quilcene, Duckabush, and Potlatch Substations, and assume all costs related to its improvements. '

3. **PUD 3 Work.** PUD 3 has agreed to complete a portion of the work in the BPA Contract, assume all costs related to that work, as further described in the BPA Contract and Exhibit B. JPUD and PUD 3 agree to allocate between them the costs of the BPA Contract, and allow each Party the future use of dark fiber constructed pursuant to the BPA Contract.

4. **Hold Harmless and Indemnification:** Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other, its board or commission members, officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any

nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this contract, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnatee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

**5. Insurance:** The PUD is self-insured through its membership in the Pacific Underwriters Management Services. PUD 3 is self-insured through its membership in the \_\_\_\_\_. Within 30 days of executing this Agreement the JPUD and the PUD 3 shall mutually provide to each other certificates of coverage from their respective Risk Pools. Both Parties agree that not less than thirty( 30) days prior to cancellation, suspension, reduction or material change in the membership of a party in its respective Risk Pool, notice of same shall be given to the other party by registered mail, return receipt requested and by email. The Parties further agree that their membership in their respective Risk Pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

**General Liability**—with a minimum limit per occurrence of one million dollars (1,000,000) and an aggregate of not less than two million dollars(\$ 2, 000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications.

**Business Automobile Liability coverage**— with a minimum limit per occurrence of one million dollars(\$1,000,000) and an aggregate of not less than two million dollars \$2,000,000). Said coverage shall include liability coverage for all owned, non- owned and hired motor vehicles.

**Worker's Compensation** insurance with minimum limits not less than that required by state law.

**Errors and Omissions for Professional Services Provided**

Each party to this Agreement agrees that the coverage provided to it by its membership in its respective Risk Pool shall be primary with respect to any third- party claim presented to that party for the alleged negligent act and omissions of its employees, contractors or representatives. With respect to all claims of third- party liability against one party to this Agreement the coverage provided to the OTHER party by its membership in a Risk Pool shall be non- contributory.

**6. Compliance with Laws:** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.



7. **Relationship of the Parties:** No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees. The relationship between PUD 3 and GHPUD is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between PUD 3 and JPUD.

8. **Assignment.** Neither party shall assign, sublease, transfer or convey this Agreement without the prior written consent of the other party, which consent shall be in such party's sole discretion

9. **Agreement Not for Benefit of Third Parties:** This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.

10. **Dispute Resolution:** In the event any dispute should occur under this Agreement or related to the performance of any person or equipment, the dispute shall be referred to the General Manager of JPUD and the General Manager of PUD 3 for resolution. If not resolved within (30) days of referral, either party may pursue such legal actions as it may have available.

11. **Waiver and Venue:** A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Jefferson.

12. **Duration and Termination:** This Agreement shall commence and be effective upon execution and remain in full force and effect until terminated by agreement of the Parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of such termination.

13. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14. **Entire Agreement – Modification:** The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the Parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties unless modified in writing and signed by authorized representatives of the Parties.

**15. Filing:** Pursuant to RCW 39.34.040, this Agreement shall be posted on the JPUD and PUD 3 websites and/or filed with the County Auditor.

In Witness Whereof, the parties have executed this Agreement this 27th day of July, 2021.

**JEFFERSON COUNTY PUD NO. 1**

**PUBLIC UTILITY DISTRICT NO. 3, MASON  
COUNTY**

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Annette Creekpaum (Jul 27, 2021 15:16 PDT)

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Kevin Streett, General Manager

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Annette Creekpaum General Manager

**EXHIBIT A**

**CONSTRUCTION CONTRACT BETWEEN  
JEFFERSON COUNTY PUD NO. 1 OF JEFFERSON COUNTY, WASHINGTON  
AND  
BONNEVILLE POWER ADMINISTRATION**

## **EXHIBIT B**

### **DESCRIPTION OF FIBER ROUTES ALLOCATED TO JPUD AND PUD 3**

#### **JPUD Fiber Lease Project**

1. JPUD and Mason 3 will lease 2 BPA dark Fiber from Port Angeles to Olympia
2. JPUD will lease dark fiber from Port Angeles to Duckabush +
3. Mason 3 will lease dark fiber from Potlatch + to Olympia
4. JPUD and Mason 3 will interconnect at Duckabush
5. JPUD and Mason 3 will share the fiber lease cost between Potlatch and Duckabush.

#### **Happy Valley Substation**

1. BPA determines existing dark fiber that was terminated for NoaNet and assigns these fibers to JPUD and Mason 3
2. JPUD will connect through NoaNet for conductivity
3. JPUD will try and utilize the leased fiber to Port Angeles
4. JPUD will coordinate with NoaNet for any new equipment required at Happy Valley

#### **Fairmont Substation**

1. JPUD will run fiber from Discovery Bay Substation to Fairmont
2. BPA will splice fiber in front of Fairmont substation along Hwy. 101: PDF site view named Fairmont BPA Fiber Vault
3. JPUD will install C/O at Discovery Bay Substation
4. JPUD will coordinate with NoaNet and others for equipment and engineering

#### **Quilcene Substation**

1. JPUD will run fiber/conduit from BPA fiber vault to JPUD building
2. BPA will splice fiber in front of Quilcene substation along East Quilcene Rd. PDF site view named BPA Quilcene Fiber Vault
3. JPUD equipment is under review
4. JPUD will coordinate with NoaNet and others for equipment and engineering

#### **Duckabush Substation (Mason 1)**

1. Mason 3 will run fiber/conduit to new equipment site
2. Mason 3 and JPUD to work out inter connection agreement and shared costs
3. JPUD will install network equipment and coordinate with Mason 3, NoaNet and others

#### **New fiber from Discovery Bay Substation to 310 Four Corners**

1. JPUD will install fiber from Discovery Bay Substation to Four Corners C/O ~ 7.5 miles
2. Equipment at Discovery Bay Substation will be capable of re-routing traffic over the BTOP fiber or the BPA leased fiber
3. JPUD will coordinate with NoaNet and others for engineering, network design and equipment requirements.



## **AGENDA REPORT**

**DATE:** August 3, 2021  
**TO:** Board of Commissioners  
**FROM:** Kevin Streett  
**RE:** Appointment to EDC Board

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**BACKGROUND:** Appointment to the EDC Board was first discussed at the June 1, 2021 Regular BOC Meeting.

**ANALYSIS/FINDINGS:** It was decided at that meeting that we weren't ready to assign a BOC member because the EDC wasn't ready.

**RECOMMENDATION:** The EDC is in the process of hiring a new Director, and there is no information on when they'll be ready to have someone from our Board begin.



## **AGENDA REPORT**

DATE: August 3, 2021

TO: Board of Commissioners

FROM: Kevin Streett, General Manager and Melanie Patterson, HR Director

RE: Washington State Paid Family and Medical Leave Policy

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**SUMMARY:** Paid Family and Medical Leave (PFML) is a program administered by the Washington State Employment Security Department (ESD). PFML provides paid time off for a serious health condition that prevents an employee from working or when they need time to care for a family member, bond with a new child or spend time with a family member preparing for military service overseas. If eligible and approved by the ESD, this benefit can provide up to 12 weeks of paid leave. While covered under PFML, an employee can receive up to 90% of an employee's weekly earnings —up to a maximum of \$1,206.

**BACKGROUND:** PUD Employees became eligible to use PFML on January 1, 2020 per the state of Washington. Though this is a state mandated program, we would like to add this policy into our Employee Handbook.

**FISCAL IMPACT:** Employees fund this benefit by paying premiums to the State. Employees may use their personal time off or short-term disability as a supplemental benefit in applicable situations while they are on PFML.

**RECOMMENDATIONS:** Please review the attached policy for approval to be added to our Employee Handbook.

## Washington State Paid Family and Medical Leave

### **POLICY**

Paid Family Leave (PFML) is a mandatory statewide insurance program, administered by the Washington State Employment Security Department (ESD), that provides employees with paid leave to give or receive necessary care.

### **PROCEDURES:**

#### **1.0 Program Application**

This policy provides a summary of the PFML program. Employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov). To the extent an issue is not addressed in this policy, the PUD will administer this benefit program consistent with applicable statutes and regulations.

#### **2.0 Eligibility**

To be eligible for the State benefit, employees must have worked 820 hours in the qualifying period (defined as the first four of the last five calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding leave), for any employer(s) in Washington State. In any week in which an employee is eligible to receive benefits under another applicable federal or state unemployment or industrial insurance laws, the employee is disqualified from receiving PFML benefits. An employee is also ineligible for PFML benefits during any period of suspension from employment or during any period of time during which an employee works for remuneration or profit.

#### **3.0 Leave Entitlement**

Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML leave may be taken for the following reasons:

- 3.1 Medical Leave:** Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010.

However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

- 3.2** Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

#### **4.0 Payroll Deductions**

The PFML program is funded through premiums collected by ESD via payroll deductions and PUD contributions. The premium rate is established by law.

#### **5.0 PFML Application Process**

An employee must apply to ESD in order to seek PFML benefits. Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

#### **6.0 Notification Requirements**

An employee must provide written notice to the PUD's Human Resources department of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. After receiving the employee's notice of the need for leave, the PUD will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the PUD's operations.

If taking leave intermittently, an employee must notify the PUD each time PFML leave is taken so that PUD may properly track leave use.

#### **7.0 PFML Monetary Benefits**



If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, subject to a maximum of \$1,000 per week.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week.

Pursuant to PUD policy, paid leave accruals (PTO, vacation, floating holidays, or any other accrued leave) may be used to supplement PFML up to the employee's normal weekly wage.. Paid leave will be considered a supplemental benefit payment and will not be reported to the state as wages, and therefore will not reduce the PFML benefit payment from the state.

Paid time off will be accrued at a rate of 70% of the normal rate while covered under Medical Leave administered by the Washington State Employment Security Department.

#### **8.0 Coordination with Short Term Disability (STD)**

For those employees that have elected the PUD's STD benefit program, the employee can receive STD benefits at the same time. Application may be made to the PUD to cover any gap that exists between the PFML benefit received from the state and the maximum benefit under the STD policy.

#### **9.0 Payment of Employee Benefits Premiums**

When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of the PUD's policies and benefit programs. Health insurance and other PUD benefits will be billed to the employee.

When an employee is eligible for federal Family and Medical Leave Act (FMLA), he/she will be entitled to maintain health insurance and other PUD benefits while on PFML at the same contribution level as when actively working.

#### **10. Job Restoration; Return to Work**

Employees that worked for the PUD for at least 12 months and have worked 1,250 hours in the 12 months before taking leave are entitled to job-protected leave. An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave,

unless unusual circumstances have arisen. The PUD may require an Estimate of Physical Capacities form from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. Should a safety sensitive employee be out more than 90 days, they may be subject to a USDOT Pre-Employment drug test.

If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the PUD as soon as possible.

DRAFT



## **AGENDA REPORT**

DATE: August 3, 2021

TO: Board of Commissioners

FROM: Kevin Streett, General Manager and Melanie Patterson, HR Director

RE: Tuition Reimbursement Policy

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**SUMMARY:** The PUD would like to offer eligible, non-represented employees tuition assistance in the form of a tuition reimbursement program.

**BACKGROUND:** The PUD values ongoing development and training and would like to encourage employees to continue their education to further their professional development. The tuition reimbursement policy will assist employees in pursuing courses of study on their own time which are directly related to present job responsibility or to better qualify them for future positions at the PUD.

**FISCAL IMPACT:** Employees would be eligible to receive up to \$2,500 per calendar year for approved courses.

**RECOMMENDATIONS:** Please review the attached policy.

# **Jefferson County PUD Tuition Reimbursement Policy**

## **1.0 Purpose and Scope**

Jefferson County PUD encourages employees to continue their education to further their professional development. The tuition reimbursement program is sponsored by the PUD to aid employees who, on their own time, are pursuing courses of study which are directly related to present position responsibilities or to better qualify them for future positions at the District.

Professional licenses, certifications and courses required in an employee's current job description, directed by an employee's Supervisor, and approved by the General Manager are not covered under this policy. Required licenses, certifications and courses are administered through the appropriate department's training budget.

## **2.0 Eligibility**

### **2.1 Employment Eligibility Requirements**

This program is available to regular, full-time employees who have completed twelve (12) months of continuous service. Employees must be in active, paid status when applying for approval (employees on a Leave of absence are not eligible). Employees must remain a regular, full-time employee while taking the course and when requesting reimbursements at its completion.

### **2.3 Degree Program or Coursework Eligibility Requirements**

Degree programs or individual coursework must be related to the employee's current position or to better qualify them for a future position. Degree programs may, in part, prepare the employee for a job to which they could reasonably aspire during their foreseeable tenure with the District. This determination will be made by those persons responsible for approving the employee's application for tuition assistance.

- Any approved courses for reimbursement must be taken on the employee's own time.
- Degree programs or coursework must be:
  - a) Approved prior to enrolling in classes each term
  - b) Part of a planned curriculum leading to a certificate or degree or an approved individual course
  - c) Demonstrated to be of benefit to an employee's current job or future position
  - d) Conducted by an accredited academic institution recognized by the [Department of Education's Office of Postsecondary Education](#) unless preauthorized by the General Manager
  - e) Result in a transcript of grades or a certificate of satisfactory completion

## **3.0 Approval Process**

Employees will submit a completed Request for Tuition Reimbursement form, a course description and applicable documents to his/her supervisor at least two weeks prior to registering for each course for which the employee is requesting tuition reimbursement. Each employee requesting tuition reimbursement must receive approval by the employee's Supervisor,

Department Head and General Manager prior to signing up for a course to obtain tuition reimbursement.

The approved Request for Tuition Reimbursement form and attachments will be forwarded to Human Resources after approval of Supervisor, Department Head and General Manager. A copy will be given to the employee at the time of approval. The original will be held in Human Resources to be attached to the expense voucher, receipt and final grade report or transcript when submitted for reimbursement processing.

The General Manager reserves the right to determine the eligibility of each tuition reimbursement request, regardless of previous reimbursements. Tuition reimbursement requests will be evaluated based on the employee's current position, the requirements and applicability of the course curriculum and budget limitations.

#### **4.0 Reimbursement for Approved Coursework**

Payment by the District to the employee shall be on a reimbursement basis only. Employees must pay for covered expenses first, and then seek reimbursement from the District after the course has been completed. Employees withdrawing from a course prior to course completion for any reason, including medical leave, are not eligible for reimbursement. Reimbursement is subject to all provisions of this policy.

Once an employee has completed their approved course, they must submit the following material within 30 calendar days of course completion:

Employees must submit for reimbursement no later than one month following the close of the learning period (quarter, semester or other period).

- a) Official documentation showing achievement of a grade "C" (2.0 GPA) or higher; or a "passing" grade if the course is offered as Pass/Fail.
- b) Employee's expense Report Form

Minimum grade requirements for reimbursement apply to individual courses and are not averaged over the degree.

#### **4.1 Annual Reimbursement Maximum**

The District will provide tuition reimbursement up to a maximum of \$2,500 per calendar year per employee for approved courses.

#### **5.0 Limitations**

As noted above, reimbursement for approved courses is limited to tuition. No reimbursement will be provided for courses not completed; for grades lower than a C; or for courses not taken for credit or "pass-fail" grades unless the "pass-fail" grading system is the only method used in grade assignment and preauthorized by the General Manager. A non-pass or no credit will not be reimbursed. Tuition does not include the following fees and expenses:

- a. Textbooks;
- b. Supplies, equipment, or other course materials;
- c. Lab fees;
- d. Technology fees;
- e. Required software;
- f. Application fees;
- g. Testing fees;
- h. Travel, lodging and meals
- i. Executive degree programs, unless approved by the General Manager;
- j. A law degree, unless approved by the General Manager;
- k. Ph.D. degree programs, unless approved by the General Manager;

All other costs not identified in this policy are the responsibility of the employee.

## **6.0 Separation of Employment**

Employees must remain a regular, full-time employee while taking the course and when requesting reimbursements at its completion. Employees who are pursuing courses at the time of separation from employment are not eligible for tuition reimbursement, regardless of their course being approved prior to their separation and regardless of the reason for separation.



## REQUEST FOR TUITION REIMBURSEMENT

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ Hire Date: \_\_\_\_\_

Course Title: \_\_\_\_\_ Course Code: \_\_\_\_\_

Online Course: ☐ Yes ☐ No Course is: ☐ Pass ☐ Fail No. of Credits: \_\_\_\_\_

College/University: \_\_\_\_\_ Total reimbursement requested: \$ \_\_\_\_\_

☐ I have attached a copy of the tuition costs, course description from the college/university or list of courses for certificate/degree program

☐ I agree to repay tuition assistance to the District if I elect to leave District employment or if I am terminated for cause within 3 years of receiving tuition assistance reimbursement. I authorize Mason County PUD No 1 to withhold from my final paycheck (including base salary and PTO) monies, up to the amount due the District for tuition assistance.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

### Supervisor Statement and Approvals

*Please explain how the course is job-related or will better quality the employee for future positions at the District.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tuition Reimbursement classification: ☐ Undergraduate ☐ Graduate ☐ Certification

\_\_\_\_\_  
Supervisor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

## HR Processing

Amount of Reimbursement: \$\_\_\_\_\_

Signature:\_\_\_\_\_