

Regular Meeting Agenda

Board of Commissioners

Tuesday, September 5, 2023 3:00 PM

310 Four Corners Rd./and Per 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

JPUD will be offering both virtual on-line meetings as well as in-person meetings, unless advance notice is provided. Online participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *6 to mute and unmute and *9 to raise a hand to request to speak.

2. Agenda Review

Recommended Action: Approve a Motion to adopt agenda as presented

3. Public Comment

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

4. Executive Session

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

5. Moss Adams Presentation: Andrew Koumelis Procurement Manual

[Procurement PP Draft 8.30.2023 2.pdf](#)

4 - 32

[Copy of Appendix A - Sole Source Justification Form.pdf](#) 

[Copy of Appendix B - Vendor Scorecard Template.pdf](#) 

[Copy of Appendix C - Purchase Checklist Form.pdf](#) 

6. **Manager and Staff Reports**









For information only, not requiring a vote.





7. **Commissioner Reports**

8. **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 adopt agenda as presented

8.1	Prior Minutes	33 - 43
	PUD BOC Special Meeting Minutes 8-07-2023 Draft 2.pdf 	
	PUD BOC Regular Meeting Minutes 8-15-23 Draft.pdf 	
	PUD BOC Special Meeting Minutes 8-22-2023 Draft.pdf 	
8.2	Vouchers	44 - 67
	Voucher Approval Form for the Commissioners.pdf 	
	Voucher Certification with Supporting Warrant Register & Payroll for meeting .pdf 	
8.3	Financial Report	68 - 79
	July 2023 Financials.pdf 	
8.4	Calendar	80
	BOC Calendar September 5, 2023.docx 	
8.5	Correspondence Log	81
	CL 20230905.pdf 	
8.6	Revised Electric Costs Resolution	82 - 100

[boc agenda letter 2023 construction rates 2023-09-05.pdf](#) 
[resolution 2023- electric construction rates final.docx](#) 
[jpud 2023 exhibit b schedule of charges electric.docx](#) 
[jpud 2023 exhibit b schedule of charges electric.pdf](#) 

9. Old Business

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

9.1 Broadband Rates and Policies

101 - 125

[AR JEFFPUD RATES AGREEMENTS 2023.pdf](#) 


[BB RATES AUG 2023 revised.pdf](#) 

[BB RATES NOTES AUG 15 2023 revised clean.pdf](#) 

[BB RATES NOTES AUG 15 2023 revised.pdf](#) 

[OAPA 2023 Clean.pdf](#) 

[JPUD BB Master Service Agreement 20230508.docx](#) 

[Resolution 2023-XXXX Resolution Adopting Broadband Rates 2023 v2.pdf](#) 

Recommended Action: Approve Resolution 2023-XXXrescinding previous rates and agreements and adopting new and revised rates, charges and agreements for Retail and Wholesale Broadband Services.

10. New Business

11. Adjourn



Jefferson County Public Utilities District

DRAFT Procurement Policies and Procedures

Effective Date: **MM/YYYY**

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Jefferson County Public Utilities District

Procurement Policies and Procedures

Policy # 00-00

Effective Date: MM/YYYY

Approval Date: MM/YYYY

Last Revised Date: TBD

I. PURPOSE

The overall purpose of these Procurement Policies and Procedures is to establish guidelines that will allow Jefferson County Public Utilities District (JPUD) to acquire the highest quality of desired goods and services, at the best price possible, while ensuring compliance with all federal and state laws, regulations, ordinances, and policies, including the Office of Management and Budget Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Further, these Procurement Policies and Procedures are aimed at streamlining the process of procurement while maintaining adequate controls to ensure that all purchases made with JPUD funds:

- Are properly requested, documented, and approved;
- Are supported by documentation that adequate due diligence was performed, based on the dollar threshold and type of purchase; and
- Promote fair and open competition, without bias or conflicts, permitting JPUD to obtain the best prices and quality.

II. SCOPE

These Procurement Policies and Procedures apply to all JPUD employees involved in the procurement process and to all types of procurement activities including requesting or approving purchases, performing due diligence for purchases, receiving purchased goods/services, processing purchase requests, or performing other procurement functions on behalf of JPUD. These policies and procedures are applicable to all JPUD Programs, Boards, or other entities who manage and expend funds from JPUD's General Fund or from Grant Funds.

These Procurement Policies and Procedures supersede any other procurement policies and procedures previously established by JPUD or by its Programs, Board, or other entities.

Throughout this document, words like "must" and "should" are used. When the term "must" is used, no group or individual has the authority to deviate from the specific policy or procedure. The term "should" is used to convey that employees are expected to follow the policy and procedures as written and are required

to justify any deviations. Deviations should only occur when the specifics of the situation justify a reasonable departure from the policies and procedures.

III. REFERENCES

- Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Revised Code of Washington (RCW)
- JPUD's Contract Management Policies and Procedures
- JPUD's Accounts Payable Policies and Procedures
- JPUD's Financial Reporting, Close, and Reconciliations Policies and Procedures
- JPUD's Conflict of Interest Policies and Procedures
- JPUD's Budget Policies and Procedures

IV. DEFINITIONS

The definitions below are for standard wording referred to throughout JPUD's Procurement Policies and Procedures and apply to all instances where a word/phrase is used unless the context clearly indicates or requires a different meaning.

- **Blanket Purchase Orders:** A purchase order (PO) under which a vendor agrees to provide goods or services on a purchase-on-demand basis. The PO generally establishes prices, terms, conditions, and the period covered by the order (typically one fiscal year).
- **Board of Commissioners (Board):** The governing body of JPUD.
- **Contract:** Any binding agreement between two or more persons/parties for the procurement of goods and/or services. Any contract document, regardless of what it is called, for the procurement of supplies. References to a "contract" shall be deemed to include all documents attached to or incorporated in the contract, such as terms and conditions, contract attachments, and addenda.
- **Emergency:** For purposes of this policy, when referring to an "emergency" purchase, an emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger and requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential service.
- **Goods:** Defined as physical, tangible items that are procured to benefit JPUD or meet a need of JPUD.
- **National Information Solutions Cooperative (NISC) System:** JPUD's financial and accounting system.
- **Open Purchase Order:** A purchase order (PO) but the related goods have yet to be received or only part of an order has been received.

- **Procurement:** The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a purchase requisition (PR) through receipt and acceptance of delivery and processing of a final payment.
- **Project Coordinator:** A JPUD employee that has been assigned to be the lead employee on a given project.
- **Purchase Requisition:** A document used to make a purchase or an order request, on behalf of the JPUD, that is associated with an approval workflow in the NISC. The PR is utilized to document all details of purchase requests including the related goods/services requested, specifications, delivery date and location preferences, and account coding. The creation of a PR notifies approvers of the purchase need.
- **Requestor:** The original person within JPUD who is requesting that a specific purchase be approved and processed.
- **Services:** Defined as activities provided to JPUD for a job for which the required technical expertise does not exist in house at JPUD, or a job that is not ongoing and hence does not require a full-time employee.
- **Specifications:** A complete description of the physical and/or functional characteristics and quantity of the goods/supplies to be provided, or the complete directions, provisions, and requirements for the performance of services.
- **Split Purchase:** A split purchase occurs when the quantity of a required item or service is known before the initial purchase and is divided into multiple purchases to avoid the requirement for obtaining bids or proposals. Split purchases are prohibited and are considered fraud, waste, and/or abuse by auditors and in violation of best practices standards.
- **Vendor:** Any supplier, contractor, or consultant from which JPUD receives equipment, goods, supplies, materials, and/or services.

V. POLICIES

A. General Procurement Policies

1. All employees responsible for requisitioning, purchasing, and contracting for goods/services on behalf of JPUD shall be responsible for reviewing and understanding these Procurement Policies and Procedures.
2. Each procurement action must comply with the requirements set forth in the appropriate sections of this policy and applicable law.
3. Delegation of approval authority is permitted unless specifically prohibited within these policies. Delegation must be documented in writing.

B. Purchase Requestion Policies

1. Any employee is permitted to initiate an PR after the budget availability has been verified.
2. A properly approved and supported PR, as defined within these policies, is required for all JPUD purchases, except for recurring expenses such as utility or internet bills.

3. Modifications to previously approved PRs must be requested through the Department Manager or designee and, dependent on the dollar amount of the modification, may require the PR to be rerouted for approval and may require additional due diligence to be performed.

C. Thresholds for Required Due Diligence Policies

1. JPUD has established defined levels of due diligence, dependent on specified dollar thresholds. Adequate due diligence ensures that JPUD obtains the best possible price for goods and services and ensures that JPUD's funds are used appropriately and responsibly.
 - a. **Up to \$9,999.99:** Purchases up to \$9,999.99 do not require formal documentation of due diligence; however, reasonable efforts (i.e., consider whether the price is fair, and the goods/services meet the needs of JPUD) in selecting a vendor should be applied.
 - b. **\$10,000 to \$249,999.99:** Purchases within this range require documentation of a minimum of three informal quotes.
 - c. **\$250,000 or more:** Purchases of \$250,000 or more require the sealed bid request (bid) process for goods or the competitive Request for Proposal (RFP) process for professional services.

D. Formal Request for Proposal and Bid Policies

1. RFP and Bid Initiation

Department Managers or their designees are responsible for initiating and overseeing the competitive RFP or bid process for all purchases expected to be \$250,000 or more.

- a. The Department Manager or designee must provide a review and approval prior to a notice being advertised.
- b. All RFP and bid requests must be supported by a notice inviting prospective vendors to submit proposals/bids, which should be posted in a local newspaper and trade journal.
- c. All questions related to an RFP/bid must be directed to the Department Manager or designee and any violations will result in disqualification. Departments may not communicate with prospective vendors during the RFP/bid process.

2. Proposal/Bid Receipt

Opening and Evaluation: All proposals/bids must be received by the Project Coordinator. The following policies apply:

- a. The opening of each proposal/bid must include at least the Project Coordinator and one individual from the requesting department (which may include contractors) or the General Manager.
- b. The proposal/bid opening details (date, time, members, etc.) must be documented and adhered to.
- c. Proposals/bid responses are reviewed by the Project Coordinator and an individual from the requesting department (which may include contractors) or General Manager and

must be evaluated based on the vendor selection criteria defined (refer to VI. Procedures, Section D).

- d. The Project Coordinator and individual from the requesting department (which may include contractors) or General Manager will be required to vote following completion of the Vendor Scorecard (sample attached in Appendix B), and the vote must be documented.

E. Purchasing Exception Policies

1. Sole Source Procurement

For a purchase to qualify as a sole source procurement, it must meet one of the criteria specifically described in these Policies and Procedures (refer to VI. Procedures, Section E). The requestor is required to complete a Sole Source Justification Form (See Appendix A) that describes the nature of the purchase, vendor/contractor, estimated cost, and specific situation/circumstance that qualifies the purchase for sole sourcing. The Sole Source Justification Form must be approved by the Board.

2. Emergency Purchases

Emergency purchases are not valid for contrived urgencies resulting from the lack of planning and organization. An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger and requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential service.

- a. Every effort should be made to notify the General Manager before the emergency purchase.
- b. Within 72 hours of the emergency purchase, the Department Manager is responsible for initiating the required PO, which must include a brief summary describing the nature of the purchase, vendor/contractor, actual cost, emergency circumstance, and any efforts made to obtain prior General Manager approval.
- c. Emergency purchases must be reviewed by the Board after the General Manager approves the purchase.

F. Purchasing Request Approval Policies

1. Approval levels are defined, based on dollar thresholds, for all POs.

- a. The Department Manager, or their designee, must approve all purchases for their department and is responsible for ensuring that:
 - i. the goods/services are necessary, appropriate, and within the approved budget;
 - ii. all supporting documentation is attached and in compliance with these Policies and Procedures; and
 - iii. if the purchase is funded through a grant, the purchase is allowable.
- b. The General Manager, or their designee, must approve all purchases greater than \$25,000 for JPUD and is responsible for ensuring that:

- i. the goods/services are necessary, appropriate, and within the approved budget;
 - ii. all supporting documentation is attached and in compliance with these policies and procedures;
 - iii. the general ledger coding of the expense is correct; and
 - iv. if the purchase is funded through a grant, the purchase is allowable.
- c. The Board must approve all purchases greater than \$350,000 and must ensure that the purchase appears reasonable and consistent with JPUD's goals and responsibilities.

G. Receiving Policies

- 1. The procurement process cannot be completed without certification that the goods and/or services procured have been received entirely to JPUD's satisfaction.
- 2. Whenever possible, POs should identify the project site (as determined by the Project Coordinator) or the JPUD Operations Center as the Ship To address. Exceptions (such as large items) may be approved with adequate justification documented.
- 3. When possible, the original purchaser/requestor must be separate from the individual receiving the related goods. The receiver is responsible for:
 - a. opening the delivery and reviewing, inspecting, and verifying the contents of the shipment;
 - b. documenting the receipt; and
 - c. attaching the receiving documentation to the approved PO.

H. Year-End Procurement Policies

- 1. Goods and services that relate to the current Fiscal Year must be received no later than December 31st and be followed by an invoice dated no later than January 31st.
- 2. Purchases for the next Fiscal Year are accepted beginning January 1st.

I. Monitoring and Reporting Policies

- 1. JPUD must ensure that adequate monitoring procedures are in place for procurement activity. All reviews performed must be adequately documented and unusual activity must be researched and/or addressed. Monitoring procedures performed by the Director of Finance, or designee, and reviewed and approved by the General Manager must include, at a minimum:
 - a. Open PO reviews (i.e., items or services have not been received yet); and
 - b. Cumulative vendor purchase reviews.

VI. PROCEDURES

A. General Procurement Procedures

1. All employees involved in any aspect of JPUD's purchasing function, including those making requests, approving requests, evaluating quotes/bids, and processing purchases or receiving, are responsible for ensuring that they understand and acknowledge these Procurement Policies and Procedures. If any employee is uncertain about how to apply a policy or procedure related to the purchasing process, they must contact the General Manager for clarification.

2. Purchasing Management/Oversight

JPUD's Department Managers, or their designees, are responsible for managing and overseeing the entire purchasing process on behalf of their departments.

3. Employee Interests

Refer to JPUD's Conflict of Interest Policies and Procedures for information on reporting actual or potential conflicts of interest.

4. Purchasing Types

Purchases made on behalf of JPUD are funded by either the General Fund or a special fund.

- a. General Fund purchases are those that are not associated with any federal or state grant and are funded by JPUD resources.
- b. Special fund purchases are typically associated with a grant, loan, bond, or any other form of funding not included in the General Fund. When purchases are made with special funds, the requestor and all approvers must be aware of any potential compliance requirements that apply.

5. Delegation of Authority

Delegation of approval authority is permitted. The delegation must be done in writing (email, memo, etc.) and include the delegator name/role, person being delegated to name/role, the period in which the delegation is valid, and approval authority being assigned.

B. Purchase Requestion Procedures

1. Any employee is permitted to initiate an PR. The initiating employee is the requestor of the purchase.

2. Budget Verification

Prior to submitting a PR, the requestor must verify that there are enough funds available in the department/program's budget to make the purchase by looking in NISC. If a purchase is not within the department/program's budget, a budget modification must be requested. Refer to JPUD's Budget Policies and Procedures for more information.

3. Purchase Requisition

In general, a PR should include as much of the following information as possible:

a. Purchase Checklist (Appendix C), which includes:

- i. Vendor name and contact information
- ii. Budget line item the purchase will be applied to
- iii. General ledger account code, if known
- iv. Item number or other identifying numbers/details, if known
- v. Description of the goods/services being requested and quantity, if applicable
- vi. Reason/justification for purchase/need
- vii. Bill To information
- viii. Ship To information

The JPUD Operations Center should be used for all purchases that will be shipped unless a Project Coordinator requests an item to be shipped to be job site. A large item might be delivered to the department's physical address, if needed.

- ix. Signature of the requestor
- x. Approval signature of the Department Manager or designee

b. W-9 from vendor

c. Signed contract, if applicable

d. Copy of invoice

e. All approvals via email or physical signature for the purchase based on the purchasing thresholds defined below in Section F (Purchase Request Approval Procedures).

After the budget availability has been verified, the requestor will initiate the PR for all purchases, except for recurring purchases such as utilities or internet. A PR must include all required approval signatures, supporting documentation for all required due diligence (i.e., formal written quotes), as detailed in these policies, and detailed specifications of the goods or the scope of work of services being requested.

4. PR Support

PRs submitted without the proper support or approval(s), in compliance with these policies, will not be approved. Supporting documentation must be physically attached to the PR.

5. PR Modifications

If a previously approved PR needs to be modified, the prospective purchaser will email the reason for the modification along with supporting documentation to the Department Manager to review and approve. After reviewing the modification to ensure it is reasonable and justifiable, the Department Manager will take one of two actions:

- a. If the total price after the PR modification is over \$25,000, the Department Manager will email approval of the modified PO to the General Manager or designee.

- b. If the total price after the PR modification is over \$350,000, the General Manager will email approval of the modified PR to the Board. The Board must then review and approve the modified PR before the Department Manager can continue with the procurement.

C. Thresholds for Required Due Diligence Procedures

1. Due Diligence Requirements

The thresholds presented in the following table define the specific level of due diligence required based on the expected dollar amount of the purchase. All employees involved in the procurement process must be knowledgeable of these requirements and should contact the General Manager with questions or if additional guidance is needed.

Purchase Amount	Responsibilities of Approver
Up to \$9,999.99	Purchases up to \$9,999.99 are considered “micro purchases” that do not require formal documentation of due diligence, such as quotes or bids. However, employees are encouraged to apply reasonable effort (i.e., evaluate for a fair price and that the goods/services will meet JPUD’s needs) in selecting a vendor for purchasing, including assessing options based on their defined purchase need, criteria, and costs.
\$10,000 to \$249,999.99	Purchases between \$10,000 and \$249,999.99 (below the \$250,000 threshold) are considered “small purchases” that do require documentation of due diligence. Specifically, a minimum of three informal quotes must be documented. Quotes can be obtained through means such as an online printout, written quote from vendor, or email conversation. Documentation must be made of all three quotes obtained.
\$250,000 and over	Purchases of \$250,000 and over require the bid process (for goods) or competitive RFP process (for professional services). Refer to the detailed requirements presented in Section D below.

D. Formal Request for Proposal and Bid Procedures

1. Competitive RFP Requirements

When a requesting department identifies a purchase need that is related to professional services and is expected to be \$250,000, or over, the formal competitive RFP process must be applied and documented. In addition, there may be instances where the RFP process is appropriate for purchases expected to be less than \$250,000. However, these situations are evaluated on a case-by-case basis and determined by the appropriate Department Manager or designee, based on the situation. The Project Coordinator or designee is responsible for

initiating the RFP process, as described below in item 4 (RFP and Bid Process – Notice Inviting Proposals/Bids).

2. Sealed Bid Request Requirements

When a requesting department identifies a purchase need that is related to goods (equipment, goods, supplies, etc.) and the purchase is expected to be \$250,000 or over, the bid process must be applied and documented. In addition, there may be instances where the bid process is appropriate for purchases expected to be less than \$250,000. The Project Coordinator, or designee, is responsible for initiating the bid process.

3. Pre-RFP and Bid Process Budget Verification

The Project Coordinator or designee must confirm, before initiating the RFP or bid process, that there is enough budget for the potential project/service requiring the RFP process or for the goods requiring the bid process.

4. RFP and Bid Process – Notice Inviting Proposals/Bids

The Project Coordinator or designee will prepare a notice inviting proposals (for the RFP process) and bids (for the bid process). In general, the formal notice inviting proposals/bids should include, at a minimum, the following:

- a. General or detailed description of the goods/services, and any required specifications or other information required;
- b. Details on bond and/or surety requirements, if applicable;
- c. Requirements for submitting proposals/bids (required content/format of the proposals/bids, minimum qualifications, sealed requirements, etc.);
- d. The time, date, location, and method (email or mail/hand delivery) for submitting proposals/bids;
- e. Evaluation and award criteria and specifications, and any related scoring metrics that will be applied;
- f. Any preferences that will be applied to responsive bidders (e.g., specific types of businesses or ownership of businesses);
- g. Information on the proposal/bid opening process and non-acceptance of late submissions;
- h. Notification that any questions related to the RFP/bid must be made via email and directed to the General Manager or designee (not the requesting department). Any violation of this requirement will result in disqualification. Potential vendors are not permitted to contact the requesting department directly, which must be communicated in the notification. All potential vendors must receive the same information; and
- i. Notification to prospective proposers/bidders that all proposers/bidders must include a statement within their proposal/bid certifying that they are not suspended or debarred from participating in government contracts, subcontracts, loans, grants, and other assistance programs. By submitting a proposer/bid, vendors are certifying that they

understand the regulations included in 2 CFR Section 200.214 and that their company is not currently suspended or debarred.

5. Notice Review and Posting

Completed/drafted notice for RFPs and bids must be submitted to the General Manager for review and approval. The General Manager will perform a high-level review to ensure that all required information is included and the notice appears reasonable. Once reviewed/approved, the General Manager will notify the department that submitted the invitation draft that they can proceed with publishing/notification of the invitation. The notices shall be published in a newspaper of general circulation within the area or a trade journal and posted on JPUD's website, or disseminated via email/U.S. Mail to at least three prospective bidders, when feasible, and to all those who have requested to be placed on the bidders list.

6. Proposal/Bid Receipt, Opening, and Evaluation

a. Proposal/Bid Receipt

Proposals/bids must be received by the Project Coordinator prior to the proposal/bid closing to be considered. Upon receipt, all proposals/bids must be date and time-stamped by the Project Coordinator, or designee.

b. Selection Committee

A selection committee must be established for each proposal/bid invitation. The selection committee will always include at least two employees:

- i. At least one individual from the requesting/procuring department (either the Project Coordinator or their designee or another individual, who may be a contractor, if appropriate); and
- ii. The General Manager or designee.

c. Proposal/Bid Opening

Proposals/bids received must not be opened or viewed before the designated date/time of the declared opening, and all members of the defined selection committee must be present. The opening details (date/time, members present, etc.) must be documented.

d. Proposal/Bid Analysis

Proposal/bid responses are reviewed by the selection committee and must include performing an evaluation based on the criteria and requirements outlined in the RFP/bid request that was issued. In all cases, all selection committee members must vote on the proposal/bid selection and the vote must be documented. The reasoning for the selection of a specific proposer/bidder must be adequately documented, and if the lowest responsive bidder is not selected, the documentation must justify why a higher-priced alternative was selected. The selection and award must be properly documented and all supporting documentation related to the proposal/bid request

(e.g., all submitted proposals/bids, and scoring and selection documentation) must be scanned and attached to the related PR by the requesting department. Once the PR is completed and documentation is physically attached, it is submitted through the standard PR approval process.

e. Vendor Selection Criteria

The Vendor Scorecard Template must be used for proposal/bid evaluations. Selection criteria must include, at a minimum and as applicable, the following:

- i. Price
- ii. Quality of goods/services
- iii. Availability of goods/services within the required delivery time
- iv. After-sale services, including availability of parts/supplies
- v. Bidder's/Proposer's previous records of performance and service
- vi. The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- vii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- ix. Whether the bidder can perform the contract within the time specified
- x. The previous and existing compliance by the bidder with laws relating to the contract or services
- xi. Whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW
- xii. Financial stability of vendor
- xiii. Payment terms
- xiv. Warranty offered
- xv. Ability to provide samples
- xvi. Small and minority-owned businesses, women's business enterprises, and labor surplus area firm preference (as defined by 2 CFR Section 200.321)

f. No Proposals/Bids Received

If there are no proposals/bids received, then the requesting department can work with the General Manager to utilize the most reasonable means of identifying a qualified vendor for the purchase. Documentation should be made of either the informal bid/quote process performed, or it should be documented that the sole source procurement requirements were met due to the lack of responsive vendors.

g. Interpretation of Bid and Proposal Specifications

Interpretation of written bid or proposal specifications shall not be made to prospective bidders or proposers. If a prospective bidder discovers discrepancies or omissions in any specification, or if the bidder or proposer is in doubt of the meaning of any specifications, the bidder shall request a written interpretation or modification from JPUD. All questions and requests must be directed to the General Manager who will be responsible for obtaining and communicating a response.

- i. Any response to written questions or requests must be provided, in writing, to all prospective vendors.
- ii. If a pre-bid conference is appropriate or required, the Project Coordinator, or designee, and the Department Manager must be in attendance.

h. Equal Bids

Whenever two or more equivalent bids are received, the selection committee may choose whichever of the following options is deemed to best serve the interest of JPUD:

- i. Select one bid, giving preference to a local business; or
- ii. Reject all bids and reissue a notice inviting bids; or
- iii. Reject all bids and authorize negotiation of an agreement between JPUD and one of the equivalent bidders.

i. Debarment by the Federal Government or Other Agencies

Any vendor/company engaged in, or prospective vendor/company pursuing business with JPUD may be subject to debarment for violating the policies set forth in these policies and procedures. Specific acts that could lead to debarment include:

- i. The offer of gratuity to any employee of JPUD by a vendor or prospective vendor shall be cause for barring the vendor from bidding on any future JPUD purchase or contract.

7. Notification of Rejection

After vendor selection is completed, all respective vendors that were not selected must be notified in writing of rejection. The Project Coordinator or their designee will provide the notification within seven days of the vendor selection process. Documentation of the rejection notifications must be retained.

8. Notification of Award

After vendor selection is completed and the related PR is approved, the Project Coordinator or their designee will notify the selected vendor of the award. The notification of award may be done in writing; however, the department must ensure that the documentation is retained.

9. Proposal/Bid Protest

For purposes of this section only, the reference to “bids” also applies to proposals that come

under protest. Unless otherwise documented and approved, the following bid protest procedures shall apply to all JPUD bids:

- a. Only bidders who submitted a timely proposal/bid may file a protest.
- b. The bid protest must be in writing.
- c. Protests based on alleged defects, ambiguities, or improprieties in the notice inviting bid and bid specifications must be filed with JPUD prior to the deadline for bid submittal.
- d. All other protests must be filed and received by JPUD not more than three business days after bidders receive notification of JPUD's intent to award the contract.
- e. The written bid protest must set forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.
- f. Any matters not set forth in the written bid protest shall be deemed waived.
- g. Any bid protest not conforming to procedure will be rejected by JPUD as invalid and shall constitute a waiver of any right to further pursue a bid protest.

10. Contracting

Upon award to a specified vendor, the contracting process will be initiated. Additionally, a Notice to Proceed should also be issued indicating that the vendor can commence work. Refer to JPUD's Contract Management Policies and Procedures for information.

E. Purchasing Process Exception Procedures

1. Sole Source Procurement Criteria

For a purchase to qualify as a sole source procurement, one of the following criteria must apply:

- a. The item is only available from a single source (such as a proprietary item or a component of an existing system or piece of equipment that is only supported by one vendor);
- b. The emergency nature of the purchase will not permit a delay resulting from competitive solicitation (see item 3 below for Emergency Purchase Criteria);
- c. The federal awarding or granting agency (if purchased with grant funds) expressly authorized non-competitive proposal/bids in response to a written request by JPUD;
- d. JPUD has approved an ongoing relationship with a contractor having important knowledge and history regarding JPUD's business where use of federal funds is not a factor (unless specifically permitted by the federal agency, in writing); or
- e. After solicitation from several sources, competition is determined inadequate.

2. Sole Source Procurement Process

If it is determined that a purchase meets one of the above criteria, the requestor must complete a Sole Source Justification Form that describes the nature of the purchase, the vendor/contractor to be used, the estimated cost, and the specific situation/circumstance

that qualifies the purchase as meeting one of the defined criteria previously described. The form must be addressed to and must be approved by the Board via Board Resolution. The approved form must be attached to the PR.

After a contract ends, a Sole Source Justification Form must be completed again each time JPUD wishes to use the same vendor. If no contract is in place, but JPUD wishes to use the same vendor, then a Sole Source Justification Form must be completed at least every two (2) years. The form must be approved by the Board via Board Resolution.

3. Emergency Purchase Criteria

Emergency purchases are not valid for contrived urgencies resulting from lack of planning and organization. Emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger. It requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential service. For a purchase to qualify as an emergency purchase, it must be determined that an emergency condition exists. An emergency condition must meet one of the following criteria:

- a. A threat to public health, welfare, or safety;
- b. A threat to JPUD property, including situations such as floods, fires, riots, acts of terrorism, equipment failures or similar events exist;
- c. An immediate and serious need for services, supplies, or equipment that cannot be met through normal procurement processes and the lack of which could cause serious threat; or
- d. The preservation or protection of JPUD property.

4. Emergency Purchase Process

If a department must make an emergency purchase and has determined that one of the above criteria is met, they should make every effort to first contact (verbal, email, etc.) the General Manager, advise them of the emergency that has arisen, and request verbal or written approval. Documentation of any efforts made to obtain prior approval should be made. Within 72 hours of the emergency purchase, the Department Manager is responsible for initiating a PR and including a brief summary describing the nature of the purchase, the vendor/contractor used, the actual cost, the specific situation/circumstance that qualifies the purchase as meeting one of the defined criteria described above, and any efforts made to obtain prior approval from the General Manager. After the General Manager reviews, they must send the documentation to the Board for review and approval.

5. Emergency Purchase Payments

When an emergency purchase must be made, the person making the purchase can make payment utilizing any reasonable payment method. Options include requesting a manual check to be issued, utilizing an JPUD credit card or petty cash (if available), or paying out of pocket for the purchase with personal funds and requesting expense reimbursement.

F. Purchase Request Approval Procedures

1. The requestor of a purchase is responsible for ensuring that all required fields of the PR are completed, that all required due diligence for the purchase has been performed and documented, and that the documentation has been attached to the PR.
2. PR Approvals

The approval levels below are required, based on the dollar threshold of the PR.

Approver	Required	Responsibilities of Approver
Department Manager or designee	All purchases for their Department	<p>The Department Manager or designee must:</p> <ul style="list-style-type: none"> • Ensure that the goods or services requested are necessary and appropriate; • Ensure that budget is available for the purchase; • Review supporting documentation (quotes, bids, proposal support, etc.) for the purchase to verify that all required due diligence, by this policy, was performed and is properly supported; and • If the purchase is being funded by a grant, assess whether the purchase is allowable under the terms of the grant award.
General Manager	All purchases for JPUD greater than \$25,000	<p>For all JPUD purchases greater than \$25,000, the General Manager, or designee, must:</p> <ul style="list-style-type: none"> • Ensure that the PO is completed fully; • Confirm all required supporting documentation is attached; • If for a grant, assess whether the purchase is allowable under the terms of the grant award; and • Ensure the general ledger coding of the expense is correct. If coding is incorrect, the error should be corrected and compared to the budget. If deemed necessary, the PO should be routed back to the department for another review/approval.
Board	All purchases greater than \$350,000	<p>For all JPUD purchases greater than \$350,000, the Board must:</p> <ul style="list-style-type: none"> • Assess whether the purchase appears reasonable and consistent with JPUD's goals and responsibilities; and • Review to provide a final approval for the commitment of funds.

G. Receiving Procedures

1. Required Receiving

The procurement process cannot be completed without certification that the goods and/or services procured have been received entirely to JPUD's satisfaction. The procedures for receiving goods and/or services are important in ensuring that vendors have entirely met their obligations. Once JPUD has certified that goods and/or services have been received to their satisfaction, then payment can be processed. Please see JPUD's Accounts Payable Policies and Procedures for details about the payment process.

2. Receiving Location

As previously described, POs should identify the project site (as determined by the Project Coordinator) or the JPUD Operations Center in the "Ship To" address. Exceptions may be approved for a shipment to be made directly to a department; however, justification must be noted on the original Purchase Checklist. Situations that may warrant a shipment to be sent directly to a department include large quantities or size of the order, and installation at the time of delivery.

3. Receiving Requirements

When possible, the original purchaser/requestor must be separate from the individual receiving the related goods. This separation of duties is intended to ensure that the same individual is not requesting a purchase and receiving the related goods.

Shipments/deliveries received at the Operations Center will be physically received and verified by the designated personnel. The receiver is responsible for performing the following:

- a. Opening the delivery and reviewing the receiving report or packing slip;
- b. Inspecting the goods received for proper condition;
- c. Comparing the goods received (quantity and specific items) to the receiving report/packing slip;
- d. Comparing the goods received (quantity, quality, and specific item accuracy) to the approved PO;
- e. If no variances are identified, signing and dating the receiving report/packing slip and entering into NISC as received signifying confirmation;
- f. Addressing discrepancies/variances in compliance with the detailed procedures below; and
- g. Attaching the signed/dated receiving report/packing slip to the approved PO.

4. Discrepancies/Variances

If any discrepancies/variances are identified during the receiving process, such as unsatisfactory goods/items, goods or units missing, wrong items received, or received goods differing from the approved PO or receiving report/packing slip, the receiver must notify the original requestor immediately so they can coordinate fixing the issue with the vendor.

Notification is required within one business day of receipt.

5. Back Order/Short Shipments

If a vendor delivers a partial order because some items are on back order, the department that requested the order is responsible for monitoring the order until the remaining items are received. If the items are not received in a reasonable time and another source is available, the department that originally made the purchase should work to cancel the remaining order, if appropriate.

6. Returns

Some vendors may not refund 100% of the purchase price if items are returned. Instead, they may retain some percentage of the purchase price as a restocking charge. If this is the case, the requesting department will be responsible for such charges. All returns should be coordinated with the Accountant, who will work to ensure the return is processed through Accounts Payable to monitor the receipt of any financial refund owed.

7. Payment Processing

The recipient department is responsible for submitting vendor invoices if received directly, to Accounts Payable. Accounts Payable will verify whether all required approvals have been documented. All payments must be made by the contractual terms between the vendors and JPUD. Refer to JPUD's Accounts Payable Policies and Procedures.

H. Year-End Procedures

1. Financial Close – Current Fiscal Year

- a. Goods and services that relate to the current fiscal year must be received no later than December 31st and be followed by an invoice dated no later than January 31st.
- b. Items that are ordered but not received until after December 31st will be charged to the next fiscal year.
- c. The deadline for all invoices for the closing fiscal year is January 31st. Employee must closely monitor their invoice approval queues to ensure timely handling of the year-end invoices.

2. Financial Close – Next Fiscal Year

JPUD starts accepting PO requests starting on January 1st. All services and goods must be shipped and delivered after January 1st.

3. Year-End Close

Refer to JPUD's Financial Reporting, Close, and Reconciliations Policies and Procedures for detailed information on the year-end close process.

I. Monitoring and Reporting Procedures

1. The Finance Department is responsible for ensuring that adequate monitoring procedures are in place to ensure that any inappropriate activity, errors, or outstanding purchases are

identified and addressed promptly. Specifically, the following activities, at a minimum, will be in place:

a. Open PO Review

The Finance Department will perform a full review of all open POs at least semi-annually. This review must be conducted within 15 business days of each half year.

- i. Over 60 Days: If any open POs have been outstanding more than 60 days, the Finance Department will contact the requesting department to determine if the POs should be closed.
- ii. Small Balances: Any small dollar balances (such as \$0.01) will be marked for closure.
- iii. Review: The General Manager, or designee, will review the report with any notes and any POs that need to be closed will be routed through Accounts Payable process for payment.

b. Cumulative Vendor Purchases Review

Semi-annually, the Finance Department will generate a report from NISC within 15 business days of each half year, to assess the following:

- i. Total JPUD purchases, by vendor, year to date
- ii. Total purchases by vendor, by department, year to date

These reports will be assessed to identify where small purchases across multiple departments exceed \$250,000 or are expected to exceed \$250,000 for the year, for consideration of whether the RFP or bid process should be performed. In addition, purchases by department will be assessed for any signs of potential split-purchases (i.e., departments splitting purchases into smaller amounts, to the same vendor, to prevent going through the RFP/bid process). These assessments will be formally documented, including any follow-up that occurs. The report, with all notes, will be provided to the General Manager, or designee, for review and approval. This review is documented on the reports.

2. Record Keeping

All monitoring reviews and efforts will be documented. Reports and any supporting documentation will be retained in accordance with JPUD requirements.

APPENDIX A – SOLE JUSTIFICATION REQUEST FORM

APPENDIX B – VENDOR SCORECARD TEMPLATE

APPENDIX C – PURCHASE CHECKLIST

Sole Source Justification Form

Jefferson County Public Utilities District

310 Four Corners Road
Port Townsend, WA 98368

Date: _____ Invoice #: _____

Department: _____

Contact: _____ Phone: _____

Vendor Name: _____ Cost: _____

Sole Source Justification

Check all that apply. Attach supporting documentation.

1. ☐ The item is only available from a single source (such as a proprietary item or a component of an system or piece of equipment that is only supported by one vendor).
2. ☐ The emergency nature of the purchase will not permit a delay resulting from competitive solicit
3. ☐ The federal awarding or granting agency (if purchased with grant funds) expressly authorized no competitive proposals/bids in response to a written request from HVPUD.
4. ☐ HVPUD has approved an ongoing relationship with a contractor having important knowledge an regarding HVPUD's business where use of federal funds in not a factor.
5. ☐ After a solicitation from a number of sources, competition is determined inadequate.

The undersigned requests that competitive procurement be waived and that the service or material desc this form be purchased as a sole source.

Requested by

Date

See Jefferson County Public Utilities District Board of Commissioners formal resolution for approval.

Instructions:

Update the Vendor name and contact info.

Update the Required Fields below to match org specific requirements.

Update the Justification items to match org specific requirements.

Update the signature lines at the bottom of the form to match org specific form approval requirements.

Select all form rows/columns. Page Layout > Page Setup. Print > Fit to selection. Scaling > Fit sheet on one page. Print > Save as PDF.

Open PDF in Adobe Acrobat. Select More Tools > Prepare Form. This should create a form field for every text box on the form. You can delete the signature forms and add digital signature boxes, if needed. You can also add a Reset button by adding a "Print" or "Clear" button and customizing with a RESET label and an action to reset the form.

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VENDOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

*Prior to use, update criteria as needed to be consistent with RFP.
Update basis for scoring to have qualitative scoring details.

Scores Available from 1-5. Basis for scoring must be listed with specific examples.

1. Adherence to RFP Instructions	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Timeliness	0	0	0	
Completeness	0	0	0	
Overall Quality & Level of Professionalism	0	0	0	
Overall Response	0	0	0	
Average Score	0	0	0	
2. Company Information	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Financial Viability	0	0	0	
Organizational Structure	0	0	0	
Experience with Similar Companies	0	0	0	
Service Department	0	0	0	
References	0	0	0	
Partnerships	0	0	0	
Average Score	0	0	0	
3. Project Understanding	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Overall Comprehension of Project Objectives	0	0	0	
Understanding of the Business Requirements	0	0	0	
Understanding of the Business Vision	0	0	0	
Average Score	0	0	0	
4. Requirements	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Completeness of Vendor Response	0	0	0	
Vendor Ability to Meet Requirements	0	0	0	
Average Score	0	0	0	
5. Product Viability & History	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Technology Is Sustainable	0	0	0	
Product Roadmap	0	0	0	
Product Development Life-Cycle	0	0	0	

Criteria Checklist				Scores Available from 1-5. Basis for scoring must be listed with specific examples.
New Release Process	0	0	0	
Average Score	0	0	0	
6. Terms & Conditions	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Detailed Buyer Duties	0	0	0	
Terms & Conditions	0	0	0	
Purchase Agreement Details	0	0	0	
Average Score	0	0	0	
7. Vendor Software Demonstration	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Solution Is Integrated	0	0	0	
Aligns with Company Objectives	0	0	0	
Third-Party Products Shown	0	0	0	
Ease of Use	0	0	0	
System Performance	0	0	0	
Flow & Simplicity	0	0	0	
System Ability To Handle Requirements	0	0	0	
Flexibility, Tailorability, Extensibility	0	0	0	
Ability to Answer Questions	0	0	0	
Application Robustness	0	0	0	
Average Score	0	0	0	
8. Fee Summary	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
License Fees	0	0	0	
Maintenance Fees	0	0	0	
Purchase Timeline	0	0	0	
Licensing Period	0	0	0	
Other Fees	0	0	0	
Average Score	0	0	0	

*Change weights based on company requirements. Total score should = 1.00

CRITERIA SCORES		WEIGHT	VENDOR 1 WEIGHTED SCORE	VENDOR 2 WEIGHTED SCORE	VENDOR 3 WEIGHTED SCORE	NOTES
. Adherence to RFP Instructions		0.05	0.00	0.00	0.00	

2. Company Information	0.05	0.00	0.00	0.00	
3. Project Understanding	0.20	0.00	0.00	0.00	
4. Requirements	0.30	0.00	0.00	0.00	
5. Product Viability & History	0.05	0.00	0.00	0.00	
6. Terms & Conditions	0.05	0.00	0.00	0.00	
7. Vendor Demonstration	0.25	0.00	0.00	0.00	
8. Fee Summary	0.05	0.00	0.00	0.00	
Total Score	1.00	0.00	0.00	0.00	

PURCHASE CHECKLIST

Jefferson County Public Utilities District

Bill To

Invoice #

Department

Vendor Name			Address			State	Zip
Today's Date		Requested by Date		Shipping Instructions		Phone	
						Fax	
Prgm Code	Grant #	G.L. Account	Item #	Qty	Item Description	Unit Cost	Amount
Special Notes:						TOTAL \$	
						Finance Dept. Use Only	
						Department Manager	

Required due diligence type (for purchases \$10,000 or greater):

- ☐ Informal quote
☐ RFP/Bid
☐ Sole Source
☐ Emergency

Payment Type:

- ☐ Wires/ACH
☐ Cut Check (Invoice Attached)
☐ HVPUD Credit Card
☐ Reimbursement over \$25 (Receipt Attached)
☐ Dept. Transfer
☐ Petty Cash Reimbursement

Was a W-9 obtained from the vendor (if not already on file)?

Is the signed contract attached, if applicable?

Reason for purchase:

Informal Quotes:

Did you obtain at least 3 quotes?

If yes, are the quotes included with this Checklist?

If no, why not?

RFP/Bid:

Did you complete the notice for inviting proposals/bids to be sent to the Dept. Manager?

Sole Source:

Did you complete the Sole Source Justification Request Form?

Emergency:

Did you include a brief summary of the purchase to the Dept. Manager, along with the other required info?

Requested by _____ Date _____

Department Approval _____ Date _____

Instructions:

Update the Vendor name and contact info.
 Update the Required Fields below to match org specific requirements.
 Update the signature lines at the bottom of the form to match org specific form approval requirements.

Select all form rows/columns. Page Layout > Page Setup. Print > Fit to selection. Scaling > Fit sheet on one page. Print > Save as PDF.

Open PDF in Adobe Acrobat. Select More Tools > Prepare Form. This should create a form field for every text box on the form. You can delete the signature forms and add digital signature boxes, if needed. You can also add a



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

August 7, 2023

**Board of Commissioners
Special Meeting
Executive and Closed Sessions**

Draft Minutes

The Special Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 11:00 a.m. on August 7, 2023, via Zoom. Present:

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

1. CALL TO ORDER.

Commissioner Kenneth Collins called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for August 7, 2023, to order at 11:00 a.m. All three commissioners were present. It was determined there was a quorum. Commissioner Kenneth Collins read the guidelines for virtual on-line and in-person participation.

Page 1 of 3

Jefferson County PUD
Board of Commissioners
Special Meeting
August 7, 2023
Draft Minutes

2. **AGENDA REVIEW.** General Manager Kevin Streett requested a second Executive Session per RCW 42.30.110((i) to discuss with legal counsel representing the agency potential litigation to which the agency is likely to become a party when public knowledge regarding the discussion is likely to result in an adversely or financial consequence to the agency.

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

3. **EXECUTIVE AND CLOSED SESSIONS.**

3.1 Per RCW 42.30.110(1)(g) to review the performance of a public employee. The time needed for the Executive Session was 35 minutes. The Executive Session convened at 11:05 a.m. At 11:42 a.m. Commissioner Kenneth Collins came out of Executive Session to request another 10 minutes. Back in session at 11:43 a.m. The Executive Session ended 11:55 a.m. No action was taken.

The Special Session of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 11:55 a.m.

3.2 Per RCW 42.30.110(1)((i) to discuss with legal counsel representing the agency potential litigation to which the agency is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse or financial consequence to the agency. The time needed was 15 minutes. The Executive Session convened at 11:56 a.m. The Executive Session ended at 12:13 p.m. No action was taken.

The Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners reconvened at 12:13 p.m.

5. **ADJOURN.** Commissioner Kenneth Collins declared the August 7, 2023, Special Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 12:14 p.m.

Minutes prepared by
Recording Secretary Cammy Brown

Approved:

Commissioner Dan Toepper, Secretary

Date

Attest:

Commissioner Kenneth Collins, President

Date

Commissioner Jeff Randall, Vice President

Date

Please note PUD Board of Commissioner meetings are audio recorded and posted to the PUD website at 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**

**August 15, 2023
Board of Commissioners
Regular Meeting**

**Draft Minutes
Present:**

Commissioner Kenneth Collins, President
Commissioner Jeff Randall, Vice President
Commissioner Dan Toepper, Secretary
Kevin Streett, General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Director
Mike Bailey, Finance Director
Jean Hall, Customer Service Director
Jameson Hawn, Digital Communications Specialist
Melanie Des Marais, HR Director
Josh Garlock, Electric Superintendent
Jimmy Scarborough, Electrical Engineering Manager
Annette Johnson, Executive Assistant/Records Officer
Don McDaniel, Consultant

Cammy Brown, Recording Secretary

1. CALL TO ORDER. Commissioner Kenneth Collins called the Regular Meeting of the Jefferson County PUD No. 1 Board of Commissioners for August 15, 2023, to order at 3:00 p.m. Roll call was taken and all three commissioners were present. It was determined there was a quorum. Commissioner Kenneth Collins read the guidelines for virtual on-line and in-person participation.

2. AGENDA REVIEW. Commissioner Jeff Randall requested that the NoaNet Board meeting discussion be placed on the agenda. This item would go under Old Business, Item 7.3.

Page 1 of 5

Jefferson County PUD
Board of Commissioners
Regular Board Meeting 3:00 p.m.
August 15, 2023
Draft Minutes

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

Public Comment: Disappointed to see the tree policy or fire suppression maintenance is not being discussed. If we are not discussing it now when do you want to do it?

3. **PUBLIC COMMENT.** Commissioner Kenneth Collins read the guidelines for submitting public comment.

- Question on OPMA.
- Comment – serial meetings.

4. **MANAGER AND STAFF REPORTS.**

- Human Resources Director Melanie Des Marais gave a report.
- General Manager Kevin Streett gave a report on the tree education management, vegetation management and fire litigation plan.
- Jefferson County Fair participation by the PUD staff was successful.
- Fiber update. There has been significant improvement. A little behind on fiber.

5. **COMMISSIONERS' REPORTS.**

Commissioner Jeff Randall.

8/2 Listened in on PPC Members' Forum.
8/3 Listened in on Executive Committee Meeting Forum for PPC.
8/4 Listened in on PNW Utilities Conference meeting. Report.
8/7 Attended PUD BOC Special Meeting (Executive Sessions).
8/9 Attended NoaNet Board Meeting (virtual).
8/13 Attended Jefferson County Fair.
8/22 Will attend PUD BOC Special Meeting.
8/24 Will attend presentation hosted by PPC.

Commissioner Dan Toepper.

8/2 Attended PPC Meeting in Portland. Report.
8/7 Attended PUD BOC Special Meeting (Executive Sessions).
8/9 Attended NoaNet meeting via Zoom. Report.
8/13 Attended Jefferson County Fair.
8/20 Will attend All County Picnic.
8/21 Will meet with General Manager Kevin Streett.
8/22 Will attend PUD BOC Special Meeting.

Page 2 of 5

Jefferson County PUD
Board of Commissioners
Regular Board Meeting 3:00 p.m.
August 15, 2023
Draft Minutes

8/24 Will attend Public Infrastructure meeting.
 8/31 Will listen in on WPAG meeting.
 9/01 Will meet with General Manger Kevin Streett.

Commissioner Kenneth Collins.

8/2 Conference with General Counsel Joel Paisner.
 8/3 Spoke with General Manager Kevin Streett.
 8/4 Spoke with Geneal Manager Kevin Streett.
 8/7 Attended PUD BOC Special Meeting (Executive Sessions).
 8/10 Met with General Manager Kevin Streett.
 8/12 and
 8/13 Attended Jefferson County Fair PUD Booth.
 8/16 Participated in an interview for Assistant General Manager position.
 8/18 Will attend a meeting with individuals at Beckett Point.
 8/18 Spoke with Geneal Manager Kevin Streett.
 8/22 Will attend PUD BOC Special Meeting.

6. CONSENT AGENDA.

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

6.1 Prior Minutes

PUD BOC Regular Meeting Minutes 8-01-2023 Draft.

6.2 Vouchers

Voucher Approval Form for the Commissioners.

Voucher Certification with Supporting Warrant Register & Payroll for Meeting.

PAYMENTS TO BE APPROVED

WARRANTS	AMOUNT	DATE
Accounts Payable: #132181 to #132224	\$ 402,164.00	07/27/2023
Accounts Payable: #132225 to #132289	\$1,121,966.37	08/03/2023
Payroll Checks: # 71093 to # 71094	\$ 5,596.67	08/04/2023
Payroll Direct Deposit	\$ 215,375.36	08/04/2023
TOTAL INVOICES PAID:	\$1,745,102.40	

WIRE TRANSFERS PAID	AMOUNT	DATE
Peterson Lake – loan payment for August 2023	\$ 14,328.62	08/01/2023
PAYMENT TOTAL	\$1,749,431.02	

6.3 Financial Report

Agenda Report-Written Off Accounts 8-15-2023
Written Off Accounts Motion 8-15-2023

6.4 Calendar

BOC Calendar August 15, 2023.

6.5 Correspondence Log

CL 20230810.pdf.

END OF CONSENT AGENDA

7. OLD BUSINESS.

7.1 Broadband Policies and Rates. Communications Director Will O'Donnell gave a presentation. Rates go into effect September 1, 2023.

Public Comment: Comment on pond connection.

MOTION: Commissioner Jeff Randall made a motion that the Jefferson County Public Utilities District No. 1 Board of Commissioners approve a resolution rescinding previous rates and policies and adopting new and revised rates, charges and policies for Retail and Wholesale Broadband Services as modified during discussion. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

7.2 2024 Budget Update. Finance Director Mike Bailey gave a report.

7.3 NoaNet Discussion. Commissioner Dan Toepper and Commissioner Jeff Randall gave reports.

Public Comment: (topics abbreviated).

- Capital improvement reserve.
- Fire suppression maintenance.

8. NEW BUSINESS.

8.1 Revised Electric Construction Costs. Electrical Engineering Manager Jimmy Scarborough gave a report.

8.2 Cancelled Checks Resolution. Finance Director Mike Bailey gave a report.

MOTION. Commissioner Jeff Randall made a motion that the Jefferson County Public Utilities District No. 1 Board of Commissioners approve a resolution authorizing the Jefferson County Treasurer to cancel outstanding warrants. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

10. ADJOURN. Commissioner Kenneth Collins adjourned the August 15, 2023, Regular meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners at 5:09 p.m.

Minutes prepared by Cammy Brown, Recording Secretary

Approved:

Commissioner Dan Toepper, Secretary

Date

Attest:

Commissioner Kenneth Collins, President

Date

Commissioner Jeff Randall, Vice President

Date

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



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

August 22, 2023

**Board of Commissioners
Special Meeting
2024 Budget Review**

Draft Minutes

The Special Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 10:00 a.m. on August 22, 2023, via Zoom. Present:

Commissioner Kenneth Collins, President
 Commissioner Jeff Randall, Vice President
 Commissioner Dan Toepper, Secretary
 Kevin Streett, General Manager
 Joel Paisner, General Counsel
 Finance Director Mike Bailey
 Melanie Des Marais, Human Resources Director
 Jimmy Scarborough, Electrical Engineering Manager
 Jean Hall, Customer Service Director
 Josh Garlock, Electric Superintendent
 Annette Johnson, Executive Assistant/Records Officer
 Don McDaniel, Consultant
 Cammy Brown, Recording Secretary

1. CALL TO ORDER.

Commissioner Kenneth Collins called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for August 22, 2023, to order at 10:00 a.m. Roll call was taken and all three

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Jefferson County PUD
 Board of Commissioners
 Special Meeting
 August 22, 2023
 Draft Minutes

commissioners were present. It was determined there was a quorum. Commissioner Kenneth Collins read the guidelines for virtual on-line and in-person participation.

2. **AGENDA REVIEW.** No changes to the agenda were made.

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

3. **PRESENTATIONS.**

3.1 **Fiber Update.** General Manager Kevin Streett gave an update on fiber.

3.2 **Quilcene Transformer Purchase.** General Manager Kevin Streett gave a presentation. The presentation was not in the packet but it will be put on the website.

MOTION: Commissioner Jeff Randall made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners approve the purchase of a new transformer for the Quilcene substation. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

3.3 **PUD Treasurer Transition Resolution.** Finance Director Mike Bailey gave a report.

MOTION: Commissioner Dan Toepper made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners approve a resolution creating the position of Treasurer within the Public Utility District per RCW 54.24.020; and creating a separate position of Auditor within the Public Utility District. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

3.4 **2024 Budget Review.** Finance Director Mike Bailey gave a report.

5. **ADJOURN.** Commissioner Kenneth Collins declared the August 22, 2023, Special Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 12:14 p.m.

Minutes prepared by
Recording Secretary Cammy Brown

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Jefferson County PUD
Board of Commissioners
Special Meeting
August 22, 2023
Draft Minutes

Approved:

Commissioner Dan Toepper, Secretary

Date

Attest:

Commissioner Kenneth Collins, President

Date

Commissioner Jeff Randall, 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 **\$2,300,055.42** on this **5TH** day of **SEPTEMBER** **2023** ;

Kenneth Collins
President

Jeff Randall
Vice President

Dan Toepper
Secretary

PAYMENTS TO BE APPROVED:

WARRANTS				AMOUNT	DATE
Accounts Payable:	# 132290	to	# 132349	\$ 338,281.92	8/10/2023
Accounts Payable:	# 132350	to	# 132388	\$ 500,481.17	8/17/2023
Accounts Payable:	# 132389	to	# 132442	\$ 530,304.95	8/24/2023
Payroll Checks:	# 71095	to	# 71097	\$ 11,496.49	8/18/2023
Payroll Direct Deposit:				\$ 197,233.89	8/18/2023
Payroll Direct Deposit:					

TOTAL INVOICES PAID

\$1,577,798.42

WIRE TRANSFERS PAID

AMOUNT

DATE

BPA - purchase power for June 2023

\$ 722,257.00

8/11/2023

PAYMENT TOTAL

\$2,300,055.42

VOIDED WARRANTS

128242	\$	90.00
128294	\$	37.89
128434	\$	248.40
128855	\$	50.00
129498	\$	1,544.79

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

8/30/2023

Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 132290 to # 132349	\$ 338,281.92	8/10/2023
Accounts Payable:	# 132350 to # 132388	\$ 500,481.17	8/17/2023
Accounts Payable:	# 132389 to # 132442	\$ 530,304.95	8/24/2023
Payroll Checks:	# 71095 to # 71097	\$ 11,496.49	8/18/2023
Payroll Direct Deposit:		\$ 197,233.89	8/18/2023

TOTAL INVOICES PAID

\$1,577,798.42

WIRE TRANSFERS PAID

AMOUNT

DATE

BPA - purchase power for June 2023

\$ 722,257.00

8/11/2023

GRAND TOTAL

\$2,300,055.42

VOIDED WARRANTS

128242	\$	90.00
128294	\$	37.89
128434	\$	248.40
128855	\$	50.00
129498	\$	1,544.79

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08/08/2023 To 08/28/2023

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
128242 2/3/22	CHK	9998	SHAUNE SALTER	Credit Balance Refund	90.00 VOID
128294 2/10/22	CHK	9998	ROBERT W MITCHELL	Credit Balance Refund	37.89 VOID
128434 3/3/22	CHK	9998	LINDA ADELMANN	Credit Balance Refund	248.40 VOID
128855 4/27/22	CHK	9999	BRINNON COMMUNITY CENTER	DMG DEPOSIT PUB MEETING-BRINNON COMM CNT	50.00 VOID
129498 7/14/22	CHK	10397	ERIK A PRYOR	FIBER CONNECT 2022 TRVL EXP MOVING EXP 6/05-6/10/2022	600.53 VOID 944.26 VOID
Total for Check/Tran - 129498:					1,544.79 VOID
132290 8/10/23	CHK	10957	KAREN M ABBOTT	PHONE ALLOWANCE - MONTHLY	45.00
132291 8/10/23	CHK	10012	ALTEC INDUSTRIES, INC	ALASKAUG AUGER AT-75 ADAPTER,WINCH ALASKAUG AUGER PILOT CONTROLLER,REEL,ROP BUCKINGHAM CLIMBING BELT# 20192CM-XBH	910.06 11,406.02 847.20
Total for Check/Tran - 132291:					13,163.28
132292 8/10/23	CHK	10980	AMELL FAMILY LIMITED PARTNERSHI	FIBER STORAGE RENTAL SPACE MONTHLY FIBER STORAGE RENTAL SPACE MONTHLY	95.00 1,350.00
Total for Check/Tran - 132292:					1,445.00
132293 8/10/23	CHK	10447	ANIXTER INC.	SQUARE NUT, 1/2 GUY STRANDLINK 3/8 BOLT EYE 5/8 X 12/16	81.83 1,538.31 1,175.01
Total for Check/Tran - 132293:					2,795.15
132294 8/10/23	CHK	10451	ASCENT LAW PARTNERS LLP	GENERAL UTILITY - MONTHLY GENERAL UTILITY - MONTHLY FLAT FEE BOC MEETINGS - MONTHLY FLAT FEE BOC MEETINGS - MONTHLY	11,411.55 1,267.95 7,650.00 850.00
Total for Check/Tran - 132294:					21,179.50
132295 8/10/23	CHK	10688	MIKE BAILEY	PHONE ALLOWANCE - MONTHLY PHONE ALLOWANCE - MONTHLY	40.50 4.50
Total for Check/Tran - 132295:					45.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
132296 8/10/23	CHK	10339	BORDER STATES ELECTRIC	MULTI-TAP 4-500MCM	330.97
				MULTI-TAP 4-500MCM	615.85
Total for Check/Tran - 132296:					946.82
132297 8/10/23	CHK	10940	CALIX, INC.	SUBSCRIBER EXPERIENCE 7/1-/7/31/23	1,363.75
132298 8/10/23	CHK	10394	RANDALL L CALKINS	WATER DISTRIBUTION CERT EXAM REVIEW TRVL	1,359.77
132299 8/10/23	CHK	10045	CENTURY LINK-S	PHONE SERVICE - MONTHLY	19.48
				PHONE SERVICE - MONTHLY	19.48
Total for Check/Tran - 132299:					38.96
132300 8/10/23	CHK	10046	CENTURYLINK	LOW SPD DATA & 2WIRE - MONTHLY	91.40
				LOW SPD DATA & 2WIRE - MONTHLY	10.16
				LOW SPD DATA & 2WIRE - MONTHLY	35.06
				LOW SPD DATA & 2WIRE - MONTHLY	3.90
Total for Check/Tran - 132300:					140.52
132301 8/10/23	CHK	10051	CITY OF PORT TOWNSEND-UTILITY	KEARNEY SUBSTATION-MONTHLY WTR	208.24
				191 OTTO ST -MONTHLY WTR	113.60
				191 OTTO ST -MONTHLY WTR	12.62
Total for Check/Tran - 132301:					334.46
132302 8/10/23	CHK	10551	DAY WIRELESS SYSTEMS	MOBILE RADIOS - AUG 2023	1,034.05
132303 8/10/23	CHK	10085	FASTENAL	VENDING MACHINE RESTOCK	628.30
				VENDING MACHINE RESTOCK	38.26
				VENDING MACHINE RESTOCK	110.87
				VENDING MACHINE RESTOCK	16.60
				VENDING MACHINE RESTOCK	96.47
				VENDING MACHINE RESTOCK	1.84
				VENDING MACHINE RESTOCK	158.27
				VENDING MACHINE RESTOCK	119.91
				VENDING MACHINE RESTOCK	380.91
				VENDING MACHINE RESTOCK	10.17

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				VENDING MACHINE RESTOCK	13.80
				VENDING MACHINE RESTOCK	1.12
				Total for Check/Tran - 132303:	1,576.52
132304 8/10/23	CHK	10821	FCS GROUP	TASK 3-CALCULATE CAPACITY CHARGES-JUL 23	3,792.74
				TASK 3-CALCULATE CAPACITY CHARGES-JUL 23	421.42
				Total for Check/Tran - 132304:	4,214.16
132305 8/10/23	CHK	9999	FERINOS PIZZA	EMPLOYEE APPRECIATION LUNCH	249.30
				EMPLOYEE APPRECIATION LUNCH	27.70
				Total for Check/Tran - 132305:	277.00
132306 8/10/23	CHK	10094	GENERAL PACIFIC, INC	BOLT MACH. 5/8 X 12/14	685.69
132307 8/10/23	CHK	10454	GLOBAL RENTAL COMPANY INC	AT37-G BUCKETRNTL VEH#410 7/15-8/11/23	2,727.50
				SPLICER VAN RNTL VEH#421 7/17-8/13/23	2,727.50
				Total for Check/Tran - 132307:	5,455.00
132308 8/10/23	CHK	10095	GOOD MAN SANITATION, INC	310 4CRNRS-RESTROOM UNIT MONTHLY 2023	158.35
				310 4CRNRS-RESTROOM UNIT MONTHLY 2023	15.84
				Total for Check/Tran - 132308:	174.19
132309 8/10/23	CHK	10098	GRAINGER	KESON MEASURING WHEEL	307.95
132310 8/10/23	CHK	10103	H D FOWLER	6"XR501 EXTENDED RANGE COUPLING	1,847.21
132311 8/10/23	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	FINANCE CHARGE FOR INV PG14202	1.00
132312 8/10/23	CHK	10396	JEAN M HALL	PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
				Total for Check/Tran - 132312:	45.00
132313 8/10/23	CHK	10939	JAMESON J HAWN	PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
				WELLNESS REIMBURSEMENT 2023	203.25
				WELLNESS REIMBURSEMENT 2023	22.58
				Total for Check/Tran - 132313:	270.83

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
132314 8/10/23	CHK	10111	HIGHWAY SPECIALTIES LLC	BB OUTREACH SIGN RENTAL 6/13-7/12	1,691.05
132315 8/10/23	CHK	10113	HRA VEBA TRUST CONTRIBUTIONS	VEBA BENEFIT JULY 2023	3,500.00
				VEBA DEDUCTION JULY 2023	2,380.84
Total for Check/Tran - 132315:					5,880.84
132316 8/10/23	CHK	10114	IBEW LOCAL UNION NO 77	IBEW JUL 2023 UNION DUES	3,474.02
132317 8/10/23	CHK	10839	IRBY ELECTRICAL UTILITES	WASHERS,BOLTS GRANT FIBER STOCK-STREETT	684.06
132318 8/10/23	CHK	10782	AMANDA D ISAAK	PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
Total for Check/Tran - 132318:					45.00
132319 8/10/23	CHK	10518	J HARLEN COMPANY	1/2" X 600' REEL 3 STRAND POLYPLUS ROPE	224.06
132320 8/10/23	CHK	10265	JEFFERSON COUNTY TREASURER	JUL 2023 PERS 3	11,981.36
				JULY 2023 PERS 2	86,763.40
Total for Check/Tran - 132320:					98,744.76
132321 8/10/23	CHK	10320	ANNETTE JOHNSON	PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
Total for Check/Tran - 132321:					45.00
132322 8/10/23	CHK	11007	KELLER AND HECKMAN LLP	PROF SVC: POLE ISSU-TRNSTN AGMT THR 7/05	775.00
132323 8/10/23	CHK	10356	KRISTOFFER M LOTT	PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
Total for Check/Tran - 132323:					45.00
132324 8/10/23	CHK	10142	MASON COUNTY PUD #1	ELEC-DOSEWALLIPS RD-PUMP MONTHLY 2023	244.50
				ELECTRIC-1012 DUCKABUSH RD - FC MONTHLY	56.82
				ELECTRIC - BPA RD - PUMP MONTHLY 2023	129.30
Total for Check/Tran - 132324:					430.62
132325 8/10/23	CHK	10777	BARUCH A MCKNIGHT	WELLNESS REIMBURSEMENT 2023	247.50
				WELLNESS REIMBURSEMENT 2023	27.50

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 132325:					275.00
132326 8/10/23	CHK	10333	MOSS ADAMS LLP	PROF SVC: CONSULTING SRVS JUN-JUL 2023	1,350.00
				PROF SVC: CONSULTING SRVS JUN-JUL 2023	150.00
Total for Check/Tran - 132326:					1,500.00
132327 8/10/23	CHK	10153	MURREY'S DISPOSAL CO., INC.	2YD - 310 4CRNR MONTHLY	187.16
				2YD - 310 4CRNR MONTHLY	20.80
				2YD OCC-4CRNRS MONTHLY	183.60
				2YD OCC-4CRNRS MONTHLY	20.40
				30YD RNTL-310 4CRNRS MONTHLY	1,120.41
				30YD RNTL-310 4CRNRS MONTHLY	124.49
				1.5YD - 21 KENNEDY MONTHLY	37.64
				1.5YD - 21 KENNEDY MONTHLY	37.65
				2YD - 210 4CRNR MONTHLY	202.94
				2YD - 191 OTTO MONTHLY	182.65
				2YD - 191 OTTO MONTHLY	20.29
				2YD-210 4CRNR MONTHLY	93.75
				2YD-210 4CRNR MONTHLY	10.42
Total for Check/Tran - 132327:					2,242.20
132328 8/10/23	CHK	10164	NW LABORERS 252 (DUES)	UNION DUES - LABORERS JULY 2023	799.50
132329 8/10/23	CHK	10631	WILLIAM P O'DONNELL	PHONE ALLOWANCE - MONTHLY	22.50
				PHONE ALLOWANCE - MONTHLY	2.25
				PHONE ALLOWANCE - MONTHLY	20.25
Total for Check/Tran - 132329:					45.00
132330 8/10/23	CHK	10169	OLYCAP	PWRBST/OLYCAP JUL 2023	1,437.37
132331 8/10/23	CHK	10171	ON LINE INFORMATION SERVICES	ONLINE UTILITY EXG REPORT-MONTHLY	207.73
132332 8/10/23	CHK	10386	PACIFIC GROUNDWATER GROUP, INC	QUILCENE RANGER WELL STATION-FEB 2023	11,560.75
				QUILCENE RANGER WELL STATION-APR 2023	3,819.00
				QUILCENE RANGER WELL STATION-MAY 2023	16,635.71

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 132332:					32,015.46
132333 8/10/23	CHK	10181	PENINSULA PEST CONTROL	C#12806 -CRPNTRANT SVC BIM-OLYRIDG DR	65.46
132334 8/10/23	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE ACCT# 33897265	360.00
				PRE-PAID POSTAGE ACCT# 33897265	40.00
Total for Check/Tran - 132334:					400.00
132335 8/10/23	CHK	10188	PLATT ELECTRIC SUPPLY	CHP14BLOOX1CHEA/PVC6x6x4JCT BOX W/CO	480.67
132336 8/10/23	CHK	10397	ERIK A PRYOR	FIBER CONNECT 2022 TRVL EXP	600.53
				MOVING EXP 6/05-6/10/2022	944.26
Total for Check/Tran - 132336:					1,544.79
132337 8/10/23	CHK	10203	PURMS JOINT SELF INSURANCE FUND	DEDUCTIBLE CLAIM #23-16-L	225.00
				DEDUCTIBLE CLAIM #23-16-L	25.00
				DEDUCTIBLE CLAIM #23-34-L	225.00
				DEDUCTIBLE CLAIM #23-34-L	25.00
				HEALTH & WELFARE AUG 23 HEALTH DEPOSIT	11,218.28
				HEALTH & WELFARE JUL 2023	70,426.68
Total for Check/Tran - 132337:					82,144.96
132338 8/10/23	CHK	9999	RICHMOND AMERICAN HOMES	REFUND - WO 122212	264.00
132339 8/10/23	CHK	9999	RICHMOND AMERICAN HOMES	REFUND - CIAC REFUND	264.00
132340 8/10/23	CHK	10216	SECURITY SERVICES NW, INC.	NIGHT PAYMENT PICKUP - MONTHLY	986.05
				NIGHTLY YARD CHECK - MONTHLY	500.49
				SUBSTATION PATROL MONTHLY	6,188.01
Total for Check/Tran - 132340:					7,674.55
132341 8/10/23	CHK	10331	ST VINCENT DE PAUL	PWRBST/ST VINCENT DE PAUL JUL 2023	1,437.37
132342 8/10/23	CHK	10406	STATE OF WASHINGTON - DNR	CONVERSION OF LAND TO NON-FORESTRY - OPS	1,350.00
				CONVERSION OF LAND TO NON-FORESTRY - OPS	150.00
Total for Check/Tran - 132342:					1,500.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
132343 8/10/23	CHK	10400	DONALD K STREETT	TRAVEL - AIRFARE	861.99
				TRAVEL - LODGING	243.47
				TRAVEL - MEALS PER DIEM	172.80
				TRAVEL - PARKING FEE	70.19
				TRAVEL - TOLL FEE	4.95
				TRAVEL - AIRFARE	95.78
				TRAVEL - LODGING	27.05
				TRAVEL - MEALS PER DIEM	19.20
				TRAVEL - PARKING FEE	7.80
				TRAVEL - TOLL FEE	0.55
				PHONE ALLOWANCE - MONTHLY	40.50
				PHONE ALLOWANCE - MONTHLY	4.50
Total for Check/Tran - 132343:					1,548.78
132344 8/10/23	CHK	10704	TRAVIS PATTERN & FOUNDRY	BRONZE BOLTED TERMINAL SUB CONNECTORS	9,815.18
132345 8/10/23	CHK	10252	ULINE	BROOM,HAND TRUCK,DUST PAN,VAC-OTTO WH	721.35
132346 8/10/23	CHK	10620	UPS	SHIPPING FEES - 6/14/2023	31.50
132347 8/10/23	CHK	10615	US BANK	ALY DEAN	6,671.37
				DAN TOEPPER	693.00
				HR DEPARTMENT	125.00
				IT DEPARTMENT	701.13
				JEFF RANDALL	375.86
				JOSH GARLOCK	1,277.66
				KEVIN STREET	137.18
				KRIS LOTT	1,435.86
				MELANIE DES MARAIS	170.00
				MELISSA BLAIR	33.30
				MIKE BAILEY	2,790.81
				SCOTT BANCROFT	1,686.68
				WILL O'DONNELL	2,839.55

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 132347:					18,937.40
132348 8/10/23	CHK	10256	UTILITIES UNDERGROUND LOCATION	LOCATES - MONTHLY-2023	86.11
				LOCATES - MONTHLY-2023	172.21
				LOCATES - MONTHLY-2023	86.11
Total for Check/Tran - 132348:					344.43
132349 8/10/23	CHK	10800	VISION METERING, LLC	ADDITIONAL FRIEGHT	1,963.80
				ADDITIONAL FRIEGHT	-163.80
Total for Check/Tran - 132349:					1,800.00
132350 8/17/23	CHK	10012	ALTEC INDUSTRIES, INC	ALTEC STRINGING BLOCK	4,268.77
				TRUCK# 209 - CRAN INSPECTION	757.99
				MILWAUKEE BAND SAW# 2729-20	403.39
Total for Check/Tran - 132350:					5,430.15
132351 8/17/23	CHK	10688	MIKE BAILEY	TRAVEL - MILEAGE	90.78
				TRAVEL - TOLL FEE	4.28
				MISC EXPENSES FOR OFFICE	12.97
				TRAVEL - MILEAGE	10.09
				TRAVEL - TOLL FEE	0.47
				MISC EXPENSES FOR OFFICE	1.44
Total for Check/Tran - 132351:					120.03
132352 8/17/23	CHK	10979	CAPCON NETWORKS LLC	DEDICATED INTERENT ACCESS - MONTHLY	5,714.50
132353 8/17/23	CHK	10685	CINTAS CORPORATION	FIRST AID KIT RESTOCK - 191 OTTO ST	35.57
				FIRST AID KIT RESTOCK - 191 OTTO ST	3.95
Total for Check/Tran - 132353:					39.52
132354 8/17/23	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING-LINDSAY HILL & CENTER 7/11-7/13	2,956.47
				FLAGGING-LINDSAY HILL & CENTER 7/11-7/13	1,970.98
				FLAGGING- VARIOUS LOCATIONS 7/17-7/19/23	2,956.47
				FLAGGING- VARIOUS LOCATIONS 7/17-7/19/23	1,970.98
				FLAGGING- CENTER RD 7/17-7/20/2023	3,941.95

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				FLAGGING- CENTER RD 7/17-7/20/2023	2,627.98
				FLAGGING- 3900 PARADISE BAY RD	876.85
				FLAGGING- 3900 PARADISE BAY RD	876.84
				FLAGGING - FLAGLER RD 7/27/2023	1,419.30
				Total for Check/Tran - 132354:	19,597.82
132355 8/17/23	CHK	10573	DANO'S SEPTIC SERVICE	SEPTIC PUMPING - 50 HARBORVIEW DR 3/31	763.70
				SEPTIC PUMPING - 50 HARBORVIEW DR 3/31	190.93
				SEPTIC PUMPING - 50 HARBORVIEW DR 3/31	381.85
				Total for Check/Tran - 132355:	1,336.48
132356 8/17/23	CHK	10083	EXCEL UTILITY CONSTRUCTION	PUSHED CONDUIT UNDER ROAD - 421 ROBBINS	-214.25
				PUSHED CONDUIT UNDER ROAD - 421 ROBBINS	2,568.67
				Total for Check/Tran - 132356:	2,354.42
132357 8/17/23	CHK	10454	GLOBAL RENTAL COMPANY INC	AT40-G RNTL VEH#417 7/1/-8/14/23	3,054.80
				AA55 DBLMN BUCKET VEH#414 7/19-8/15/23	3,709.40
				AT40-G BUCKETRNTL VEH#416 7/19-8/15-23	2,945.70
				Total for Check/Tran - 132357:	9,709.90
132358 8/17/23	CHK	10103	H D FOWLER	WATER METER INSTALL PARTS	2,934.79
				2" GALV PIPE T&C STANDARD	942.91
				Total for Check/Tran - 132358:	3,877.70
132359 8/17/23	CHK	10110	HENERY HARDWARE	FIBER - SENSOR REPLACE	45.71
132360 8/17/23	CHK	10839	IRBY ELECTRICAL UTILITES	MULTI-TAP 4-350 MCM	1,008.08
132361 8/17/23	CHK	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX	4,591.96
				EMPLOYER'S MEDICARE TAX	4,591.96
				EMPLOYEES' FICA TAX	18,808.36
				EMPLOYER'S FICA TAX	18,808.36
				EMPLOYEES' FEDERAL WITHHOLDING	19,897.20
				EMPLOYEES' FEDERAL WITHHOLDING TAX	13,631.55
				Total for Check/Tran - 132361:	80,329.39

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132362 8/17/23	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	SOLID WASTE - FRIDGE DISPOSAL TRPL WIDE	31.19
				SOLID WASTE - FRIDGE DISPOSAL TRPL WIDE	3.47
Total for Check/Tran - 132362:					34.66
132363 8/17/23	CHK	10532	JEFFERSON COUNTY PUD PAYROLL	ACPR DIRECT DEPOSIT 08.18.23	197,233.89
				PR MANUAL CHECKS 08.18.23	11,496.49
Total for Check/Tran - 132363:					208,730.38
132364 8/17/23	CHK	10129	JIFFY LUBE	VEH#111 - OIL CHANGE	108.17
				VEH #120 - OIL CHANGE	90.85
Total for Check/Tran - 132364:					199.02
132365 8/17/23	CHK	11030	HALIE A JONES	ENERGY NW-INTERN PRESENTATIONS 8/10-8/11	138.00
132366 8/17/23	CHK	10972	KATIES CLEANING SERVICE	JANITORIAL SRV 07/018-08/01/2023	2,229.75
				JANITORIAL SRV 07/018-08/01/2023	247.75
Total for Check/Tran - 132366:					2,477.50
132367 8/17/23	CHK	10348	KEMP WEST, INC	TT T&M-VARIOUS AREAS W/E 07/08/2023	10,623.94
132368 8/17/23	CHK	10134	LEMAY MOBILE SHREDDING	SHRED 4CRNR MONTHLY	196.96
				SHRED 4CRNR MONTHLY	20.04
				SHRED OTTO ST MONTHLY	65.70
				SHRED OTTO ST MONTHLY	7.30
Total for Check/Tran - 132368:					290.00
132369 8/17/23	CHK	10136	LES SCHWAB TIRES	TIRES FOR VEH# 210	1,289.89
132370 8/17/23	CHK	10995	MARWOOD GENERAL CONSTRUCTION	HUNT RD WATERLINE EXTENSION# 222049	83,698.00
132371 8/17/23	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES - OPERATIONS	520.40
				OFFICE SUPPLIES - OPERATIONS	57.82
Total for Check/Tran - 132371:					578.22
132372 8/17/23	CHK	10170	OLYMPIC EQUIPMENT RENTALS	EXCAVATOR & DUMP TRUCK RENTAL - AIRPORT	403.11
132373 8/17/23	CHK	10386	PACIFIC GROUNDWATER GROUP, INC	QUILCENE RANGER WELL STATION-JUN 2023	5,383.00

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132374 8/17/23	CHK	10175	PACIFIC UNDERWRITERS CORP	LTD - SEP 2023	2,446.17
				LIFE - SEP 2023	720.10
Total for Check/Tran - 132374:					3,166.27
132375 8/17/23	CHK	10183	PETRICKS LOCK & SAFE	REKEY FRONT DOOR - 274B OTTO ST	504.00
				FIX & REKEY OFFICE - WAREHOUSE	52.76
Total for Check/Tran - 132375:					556.76
132376 8/17/23	CHK	10188	PLATT ELECTRIC SUPPLY	CIR 204MS68 MTR ENCLOSURE 200	89.22
				1/4" STEEL ROUND HEAD MACHINCE SCREW	17.71
				C-H CHPX1AS SURF CVR X1 1300062	-32.37
				10 14G PREGAL STEEL STRUT	86.19
				DEWALT WEDGE EXPANSION 3/8" X 3"	14.60
				TEE SPLICE PLATE, 4 HOLE	52.65
Total for Check/Tran - 132376:					228.00
132377 8/17/23	CHK	10977	SALLY LOU ELLIS	FIBER YARD CONSULTING- 8/8/2023	680.00
132378 8/17/23	CHK	10706	SBA STRUCTURES, LLC	STRUCTURAL ANALYSIS-LEASE AMENDMENT	2,500.00
132379 8/17/23	CHK	10565	JIMMY R SCARBOROUGH	ENERGY NW-INTERN PRESENTATIONS 8/10-8/11	138.00
132380 8/17/23	CHK	10219	SHOLD EXCAVATING INC	LANDSCAPE MATERIALS- AIRPORT WELL REPAIR	43.64
132381 8/17/23	CHK	10869	SLATE ROCK SAFETY	PUD CLOTHING	215.00
				PUD CLOTHING	176.55
Total for Check/Tran - 132381:					391.55
132382 8/17/23	CHK	10250	TYNDALE COMPANY, INC	PUD CLOTHING	38.13
132383 8/17/23	CHK	10947	VAN NESS FELDMAN, LLP	PROF SVC: WTR RIGHTS & RGLTN JUN 2023	198.00
				WTR RIGHT INVENTORY JUN 2023	15,437.50
Total for Check/Tran - 132383:					15,635.50
132384 8/17/23	CHK	10260	WA STATE DEFERRED COMPENSATIONPL DEFERRED COMP EE		18,210.19
				PL DEFERRED COMP ER	7,809.67
Total for Check/Tran - 132384:					26,019.86

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132385 8/17/23	CHK	10263	WA STATE DEPT OF HEALTH	LOSS: DSCVRYBAY RIDGE PH#2&3 PRMT JEF004	1,191.20
				LOSS: OCEAN GROVE LUD#5 PRMT JEF006	1,195.25
				LOSS: S PT/TRLS END HMESITE PRMT JEF010	797.54
				LOSS: BECKETT PT N SYSTEM PRMT JEF020	1,195.25
				LOSS: SOUTH 7 SNR VILLAGE PERMIT #JEF019	753.80
				LOSS: BECKETT PT S SYSTEM PRMT JEF021	1,195.25
Total for Check/Tran - 132385:					6,328.29
132386 8/17/23	CHK	10496	WELLS FARGO VENDOR FIN SERV	310 4CRNRS WKRM COPIER RNTL - MONTHLY	255.29
				310 4CRNRS WKRM COPIER RNTL - MONTHLY	28.37
				4CRNRS COPYRNT MONTHLY	354.47
				4CRNRS COPYRNT MONTHLY	39.39
Total for Check/Tran - 132386:					677.52
132387 8/17/23	CHK	10274	WESTBAY AUTO PARTS, INC.	FLEET STOCK WINDSHIELD WASHER FLUID	14.37
				FLEET STOCK WINDSHIELD WASHER FLUID	1.60
				VEH# 202 - BATTERY	141.80
Total for Check/Tran - 132387:					157.77
132388 8/17/23	CHK	10858	ZOOM VIDEO COMMUNICATIONS, INC.	VIDEO CONFERENCE SVC-MONTHLY	459.41
				VIDEO CONFERENCE SVC-MONTHLY	51.05
Total for Check/Tran - 132388:					510.46
132389 8/24/23	CHK	10808	A & J FLEET SERVICES, INC	VEH# 136 - INSPECT WHEEL HUB	366.52
				VEH# 206 - FIX A/C & HEAT/BRAKES	758.44
Total for Check/Tran - 132389:					1,124.96
132390 8/24/23	CHK	10002	A WORKSAFE SERVICE, INC	ONSTE RANDOM DRUG TEST 5/17/23	100.00
132391 8/24/23	CHK	10012	ALTEC INDUSTRIES, INC	STANLEY ID07 HYDRAULIC IMPACT	2,319.43
				MILWAUKEE 1/4" HEX DRILL# 2953-22	336.12
				MILWAUKEE JOBSITE BACKPACK #48-22-8201	118.08
Total for Check/Tran - 132391:					2,773.63
132392 8/24/23	CHK	10481	AMAZON	BW TECHNOLOGIES SENSOR# SR-M-MC	140.74

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				TRUECABLE CAT5E CABLE BLACK 24AWG CU	235.65
				LED LIGHTS VEHICLE# 142	236.50
				CANGLONG MID CENTURY MODERN CHAIR	99.51
				CANGLONG MID CENTURY MODERN CHAIR	11.05
				Total for Check/Tran - 132392:	723.45
132393 8/24/23	CHK	10447	ANIXTER INC.	SPLICE, COMPRESSION #6	327.30
132394 8/24/23	CHK	10823	BHC CONSULTANTS LLC	QUILCENE W TANK PROF SVC 06/24-07/21/23	1,025.65
132395 8/24/23	CHK	10870	BIG BLUE PRESSURE WASHING AND L	5 SUBSTATIONS: MOWING 7/30/2023	657.43
				LANDSCAPING -FOUR CRNRS &OTTO ST 7/30/23	612.88
				LANDSCAPING -FOUR CRNRS &OTTO ST 7/30/23	29.18
				5 SUBSTATIONS: MOWING 8/12/2023	657.43
				Total for Check/Tran - 132395:	1,956.92
132396 8/24/23	CHK	10339	BORDER STATES ELECTRIC	SECONDARY HAND HOLE, GREEN 20" x 33"	7,542.96
				POLYWATER, SIDEBY, CLEVIS AND ONE SHOT	1,865.62
				WASHER SQUARE 5/8-2.25 X 2.25 X 3/16"	1,047.36
				WASHER SQUARE 5/8-2.25 X 2.25 X 3/16"	1,050.64
				Total for Check/Tran - 132396:	11,506.58
132397 8/24/23	CHK	10623	CARL H. JOHNSON & SON EXCAVATIN	EMERGENCY CALL OUT - 285 PETE BECK RD	2,529.35
				LOCATE CONDUIT - AIRPORT 6/12/23	3,024.25
				REPAIR ASPHALT - 310 4 CORNERS	2,580.53
				REPAIR ASPHALT - 310 4 CORNERS	286.73
				EMRGNCY WATER MAIN RPR- 83 OLYMPIC BLVD	4,647.55
				EMRGNCY WATER MAIN RPR- 183 ALDRICH	4,779.89
				EMRGNCY WATER MAIN RPR- OLD FLAGLER RD	12,424.54
				WATER MAIN INSTALL - 230 ROBBINS RD	1,031.00
				Total for Check/Tran - 132397:	31,303.84
132398 8/24/23	CHK	10041	CDW GOVERNMENT	EXCHANGE ONLINE PLAN 2, 10 USERS, 1 YR	902.37
				EXCHANGE ONLINE PLAN 2, 10 USERS, 1 YR	100.26

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				MOBILITY VPN - 1 YEAR, 150 DEVICES	19,638.00
				Total for Check/Tran - 132398:	20,640.63
132399 8/24/23	CHK	10993	CENEX FLEET FUELING	FLEET FUELING VEH#205&131-FUEL	-132.75
				FUEL FOR TRUCK #130	129.18
				FUEL FOR TRUCK #417	103.51
				Total for Check/Tran - 132399:	99.94
132400 8/24/23	CHK	10685	CINTAS CORPORATION	FIRST AID RESTOCK - 310 FOUR CORNERS RD	358.95
				FIRST AID RESTOCK - 310 FOUR CORNERS RD	39.88
				FIRST AID SHELF - 274 FOUR CORNERS RD	391.78
				Total for Check/Tran - 132400:	790.61
132401 8/24/23	CHK	10920	COOPERATIVE RESPONSE CENTER, INC	ANSWER SVC MONTHLY	1,734.64
				ANSWER SVC MONTHLY	2,408.61
				ANSWER SVC MONTHLY	401.29
				Total for Check/Tran - 132401:	4,544.54
132402 8/24/23	CHK	10621	CRAIG LABENZ	WPMU DEV & MONTHLY HOSTING	155.23
				WPMU DEV & MONTHLY HOSTING	17.25
				WEBSITE MAINTENANCE MONTHLY	2,340.00
				WEBSITE MAINTENANCE MONTHLY	260.00
				Total for Check/Tran - 132402:	2,772.48
132403 8/24/23	CHK	10501	D & L POLES	PORT OF PORT TOWNSEND MARINA UPGRADE	18,287.25
				INSTALL NEW WATER METER - BRINNON	1,601.59
				INSTALL NEW MATER METER - COYLE	1,732.51
				BRUSH HOG - 2743 CENTER RD & 201 GARDEN	6,013.59
				Total for Check/Tran - 132403:	27,634.94
132404 8/24/23	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING- CENTER/FIR/COLUMBIA 7/24-7/27	3,868.73
				FLAGGING- CENTER/FIR/COLUMBIA 7/24-7/27	2,579.17
				FLAGGING- VARIOUS LOCATIONS 7/24-7/27/23	3,377.10
				FLAGGING- VARIOUS LOCATIONS 7/24-7/27/23	2,251.41
				FIR STREET POLE REPLACEMENT - 7/25/2023	3,344.63

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				EMERGENCY CALL OUT - 21 GARDEN CT	6,027.78
				EMERGENCY CALL OUT OLD ALOCOHOL PLANT	6,055.05
				Total for Check/Tran - 132404:	27,503.87
132405 8/24/23	CHK	10060	DELL MARKETING LP	DLL LATITUDE 3540	1,031.47
				DLL LATITUDE 3540	114.61
				DELL 24 INCH MONITOR - P2422H QTY6	1,093.39
				DELL 24 INCH MONITOR - P2422H QTY6	121.48
				Total for Check/Tran - 132405:	2,360.95
132406 8/24/23	CHK	10407	DEPT OF THE TREASURY	PMT OF FEDERAL EXCISE TAX 2ND QTR 2023	288.90
				PMT OF FEDERAL EXCISE TAX 2ND QTR 2023	32.10
				Total for Check/Tran - 132406:	321.00
132407 8/24/23	CHK	10085	FASTENAL	VENDING MACHINE RESTOCK	64.56
				VENDING MACHINE RESTOCK	129.35
				VENDING MACHINE RESTOCK	48.63
				Total for Check/Tran - 132407:	242.54
132408 8/24/23	CHK	10090	FREDERICKSON ELECTRIC, INC	ASSEMBLY OF BACKUP IT ROOM- 191 OTTO	1,440.12
132409 8/24/23	CHK	10811	GDS ASSOCIATES INC.	MONTHLY WPAG ALLOCATION	681.18
				MONTHLY WPAG ALLOCATION	75.69
				Total for Check/Tran - 132409:	756.87
132410 8/24/23	CHK	10094	GENERAL PACIFIC, INC	5/8" x 3/4" M25 BADGER METER	4,346.54
				5/8" x 3/4" M25 BADGER METER	362.21
				HDPE DUCT 3"	7,920.66
				Total for Check/Tran - 132410:	12,629.41
132411 8/24/23	CHK	10454	GLOBAL RENTAL COMPANY INC	RENTAL# 418	4,582.20
132412 8/24/23	CHK	10098	GRAINGER	HERCULES DRAIN/WASTE CLEANER	68.31
				PIPE THREAD SEALANT NO 5, 8OZ # 25431	227.41
				LYLE FIRE EXTINGUISHER DECAL 14 X 4	40.21
				MICROFLEX DISPOSABLE GLOVES-XL	25.90

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Total for Check/Tran - 132412:					361.83
132413 8/24/23	CHK	10110	HENERY HARDWARE	MATERIALS FOR FAIR BOOTH- ELECTRIC	7.59
				VEH# 300 - WATCH BATTERY	14.38
Total for Check/Tran - 132413:					21.97
132414 8/24/23	CHK	10366	ICPE	PROF SVC:STORMWATER PRJT THRU JUL 2022	2,437.50
				PROF SVC:GENERAL SVC TASK1 THR JUL 2023	900.00
				PROF SVC:POWER TRANSFRMER SPEC THRU JUL	9,226.70
				PROF SVC:JUP-115KV UG CONVERSION JUL 23	2,959.98
				PROF SVC:SYSTEM WORK PLAN THR JUL 2023	6,191.42
Total for Check/Tran - 132414:					21,715.60
132415 8/24/23	CHK	10839	IRBY ELECTRICAL UTILITES	SPLICE, AUTO 4/0 (PINK)	1,500.13
132416 8/24/23	CHK	10118	JCI JONES CHEMICALS, INC.	BULK CHLORINE	2,079.11
132417 8/24/23	CHK	10128	JEFFERSON COUNTY TREASURER	JULY 2023 B&O TAX	152,885.55
132418 8/24/23	CHK	10129	JIFFY LUBE	VEH #205 - OIL CHANGE	80.66
				VEH #122 - OIL CHANGE	108.17
				VEH #209 - OIL CHANGE	101.05
				VEH #215 - OIL CHANGE	92.89
				VEH #105 - OIL CHANGE	96.41
				VEH #210 - OIL CHANGE	165.02
Total for Check/Tran - 132418:					644.20
132419 8/24/23	CHK	10330	KARR TUTTLE CAMPBELL	PROFESSIONAL SVC: MONTHLY 2023	4,989.74
				PROFESSIONAL SVC: MONTHLY 2023	554.41
Total for Check/Tran - 132419:					5,544.15
132420 8/24/23	CHK	10042	LANDIS & GYR TECHNOLOGY INC	METER READS MONTHLY 2023	18,223.57
132421 8/24/23	CHK	11031	LEONA LEE	ENERGY NW-INTERN PRESENTATIONS 8/10-8/11	124.20
				ENERGY NW-INTERN PRESENTATIONS 8/10-8/11	13.80
Total for Check/Tran - 132421:					138.00

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132422 8/24/23	CHK	10927	MARSH MUNDORF PRATT SULLIVAN +	WPAG MONTHLY 2023	722.95
				WPAG MONTHLY 2023	80.33
Total for Check/Tran - 132422:					803.28
132423 8/24/23	CHK	10995	MARWOOD GENERAL CONSTRUCTION	HUNT RD WATERLINE EXTENSION-PAY APP#2	36,145.58
132424 8/24/23	CHK	9999	MELVIN THORTON	CREDIT BALANCE REFUND-UNCLAIMED PROPERTY	314.17
132425 8/24/23	CHK	10153	MURREY'S DISPOSAL CO., INC.	ACCT# 2112-176318-001 4CRNR 2YD MAY-23	1.87
				ACCT# 2112-176318-001 4CRNR 2YD MAY-23	0.21
				ACCT# 2112-176318-002 191OTTO 2YD MAY-23	1.83
				ACCT# 2112-176318-002 191OTTO 2YD MAY-23	0.20
				ACCT# 2112-176318-002 2YD 210FOUR MAY-23	1.83
				ACCT# 2112-176318-002 2YD 210FOUR MAY-23	0.20
				ACCT# 2112-176318-004 4CRNR 2YD MAY-23	0.90
				ACCT# 2112-176318-004 4CRNR 2YD MAY-23	0.10
Total for Check/Tran - 132425:					7.14
132426 8/24/23	CHK	10982	NATIONAL RURAL TELECOMMUNICAT	CROWD FIBER SURVEY SERVICES MONTHLY 2023	500.00
132427 8/24/23	CHK	10667	NORTHWEST OPEN ACCESS NETWORK	SERVICE BILLING 6 ADD'L IPS-MONTHLY 2023	40.00
				NOC MGMT - MONTHLY	2,098.25
Total for Check/Tran - 132427:					2,138.25
132428 8/24/23	CHK	11003	NORTHWEST SAFETY SERVICE LLC	SAFETY TRAINING MONTHLY 2023	1,443.75
132429 8/24/23	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES- OPERATIONS	237.16
				OFFICE SUPPLIES- OPERATIONS	26.35
Total for Check/Tran - 132429:					263.51
132430 8/24/23	CHK	10170	OLYMPIC EQUIPMENT RENTALS	EXCAVATOR RENTAL - 62 SHINE	234.57
				EXCAVATOR RENTAL - ALDRICH RD REPAIR	242.18
Total for Check/Tran - 132430:					476.75
132431 8/24/23	CHK	10188	PLATT ELECTRIC SUPPLY	#2 MTW EXTRA FLEX BLACK WIRE	1,694.92

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132432 8/24/23	CHK	10922	PORT TOWNSEND SCHOOL DISTRICT	BPA REBATE PORT TOWNSEND SCHOOL 2023	64,858.00
132433 8/24/23	CHK	10197	PRINTERY COMMUNICATIONS	WORK ORDER CHECKLIST FOLDERS	567.43
132434 8/24/23	CHK	10198	PROGLASS, INC	FIBERGLASS BASEMENT 42X38X30-24X21 PG	18,185.61
132435 8/24/23	CHK	10432	PROXY NETWORKS INC	PROXY PRO RNWL 1YR9/30/2023-9/29/2024	783.63
				PROXY PRO RNWL 1YR9/30/2023-9/29/2024	87.06
				Total for Check/Tran - 132435:	870.69
132436 8/24/23	CHK	10207	RAIN NETWORKS	VISION ONLINE PLAN 2 ANNUAL	839.53
				VISION ONLINE PLAN 2 ANNUAL	93.28
				Total for Check/Tran - 132436:	932.81
132437 8/24/23	CHK	10210	RICOH USA, INC	310 4CRNRS (0626) IMAGES MONTHLY	587.04
				310 4CRNRS (0626) IMAGES MONTHLY	65.23
				WORKROOM (0109) IMAGES MONTHLY 2023	82.31
				WORKROOM (0109) IMAGES MONTHLY 2023	9.15
				OTTO ST (3983)&(3982) IMAGES MONTHLY 23	70.01
				OTTO ST (3983)&(3982) IMAGES MONTHLY 23	7.78
				310 FOUR CRNRS (7427) IMAGES MONTHLY 202	5.17
				310 FOUR CRNRS (7427) IMAGES MONTHLY 202	0.57
				Total for Check/Tran - 132437:	827.26
132438 8/24/23	CHK	10800	VISION METERING, LLC	END SIGHT CLOUD SOFTWARE JUL 2023	754.80
132439 8/24/23	CHK	10337	WA STATE DEPT OF TRANSPORTATION	UTILITY ACCOM PERMIT FRANCHISE 30374-#5	150.00
132440 8/24/23	CHK	10680	WELLSPRING FAMILY SERVICES	EAP SVC - MONTHLY 2023	39.27
				EAP SVC - MONTHLY 2023	39.27
				Total for Check/Tran - 132440:	78.54
132441 8/24/23	CHK	10278	WPUDA	MONTHLY DUES - MONTHLY	5,365.80
				MONTHLY DUES - MONTHLY	596.20
				Total for Check/Tran - 132441:	5,962.00

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Accounts Payable Check Register

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08/08/2023 To 08/28/2023

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
132442 8/24/23	CHK	10984	WRIGHT TREE SERVICE,INC	TREE TRIMMING WK END 7/21/2023	11,340.49
				TREE TRIMMING WK END 7/21/2023	7,560.33
				TREE TRIMMING WK END 7/27/2023	8,491.86
				TREE TRIMMING WK END 7/27/2023	5,661.24
Total for Check/Tran - 132442:					33,053.92

Total Payments for Bank Account - 1 : (153) 1,369,068.04

Total Voids for Bank Account - 1 : (5) 1,971.08

Total for Bank Account - 1 : (158) 1,371,039.12

Grand Total for Payments : (153) 1,369,068.04

Grand Total for Voids : (5) 1,971.08

Grand Total : (158) 1,371,039.12

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Accounts Payable Check Register

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08/08/2023 To 08/28/2023

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
224 8/11/23	WIRE	10279	BPA-WIRE TRANSFER	MONTHLY	722,257.00

Total Payments for Bank Account - 1 : (1) 722,257.00

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

Total for Bank Account - 1 : (1) 722,257.00

Grand Total for Payments : (1) 722,257.00

Grand Total for Voids : (0) 0.00

Grand Total : (1) 722,257.00

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 8/18/2023

Empl	Position	Check #	Check Date	Amount
1067	LINEMAN	71095	8/18/2023	5353.04
2003	WATER TREATMENT PLANT OPERATOR III	71096	8/18/2023	2499.58
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71097	8/18/2023	3643.87
				\$ 11,496.49

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL
PAY DATE: 8/18/2023

Empl	Position	Pay Date	Net Pay
3046	ACCOUNTING ASSOCIATE	8/18/2023	\$ 2,028.43
3062	ACCOUNTING ASSOCIATE	8/18/2023	\$ 1,816.97
3070	ACCOUNTING ASSOCIATE	8/18/2023	\$ 1,922.08
3039	ACCOUNTING SPECIALIST	8/18/2023	\$ 2,326.81
3065	ADMINISTRATIVE ASSISTANT	8/18/2023	\$ 2,454.49
3052	ADMINISTRATIVE ASSISTANT	8/18/2023	\$ 2,618.61
4006	COMMISSIONER DIST 1	8/18/2023	\$ 949.99
4004	COMMISSIONER DIST 2	8/18/2023	\$ 1,014.11
4008	COMMISSIONER DIST 3	8/18/2023	\$ 899.62
3034	COMMUNICATIONS DIRECTOR	8/18/2023	\$ 3,700.61
3002	CUSTOMER SERVICE COORDINATOR	8/18/2023	\$ 1,615.75
3022	CUSTOMER SERVICE REP	8/18/2023	\$ 1,659.97
3032	CUSTOMER SERVICE REP	8/18/2023	\$ 1,735.72
3048	CUSTOMER SERVICE REP	8/18/2023	\$ 2,160.91
3056	CUSTOMER SERVICE REP	8/18/2023	\$ 1,478.21
3066	CUSTOMER SERVICE REP	8/18/2023	\$ 1,334.02
3068	CUSTOMER SERVICE REP	8/18/2023	\$ 1,291.51
3060	DIGITAL COMMUNICATIONS SPECIALIST	8/18/2023	\$ 2,402.13
1027	ELECTRICAL ENGINEERING MANAGER	8/18/2023	\$ 3,409.67
1041	ELECTRICAL SUPERINTENDENT	8/18/2023	\$ 4,717.21
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	8/18/2023	\$ 2,331.96
3033	FINANCE DIRECTOR	8/18/2023	\$ 4,952.18
3029	FINANCE SERVICES MANAGER	8/18/2023	\$ 3,038.79
1046	FLEET/WAREHOUSE HELPER	8/18/2023	\$ 2,752.39
1012	FOREMAN LINEMAN	8/18/2023	\$ 5,654.13
1011	GENERAL MANAGER	8/18/2023	\$ 5,275.52
1042	GIS SPECIALIST	8/18/2023	\$ 2,635.62
1017	HEAD STOREKEEPER	8/18/2023	\$ 2,516.22
3063	HUMAN RESOURCES COORDINATOR	8/18/2023	\$ 2,926.01
3047	HUMAN RESOURCES DIRECTOR	8/18/2023	\$ 4,027.84
3008	INFORMATION TECHNOLOGY MANAGER	8/18/2023	\$ 3,682.86
3071	INTERN	8/18/2023	\$ 1,374.65
3072	INTERN	8/18/2023	\$ 984.63
3073	INTERN	8/18/2023	\$ 874.76
3028	IT SUPPORT TECHNICIAN	8/18/2023	\$ 4,379.04
2001	JOINT UTILITY SPECIALIST	8/18/2023	\$ 3,260.76
1000	LINEMAN	8/18/2023	\$ 2,503.95
1034	LINEMAN	8/18/2023	\$ 5,252.80
1055	LINEMAN	8/18/2023	\$ 3,280.25
1061	LINEMAN	8/18/2023	\$ 4,573.51
1063	LINEMAN	8/18/2023	\$ 3,865.93
1060	LINEMAN	8/18/2023	\$ 2,989.43
1062	LINEMAN	8/18/2023	\$ 5,658.20
1065	LINEMAN	8/18/2023	\$ 6,105.88
1066	LINEMAN	8/18/2023	\$ 4,931.60
1059	LINEMAN APPRENTICE	8/18/2023	\$ 1,998.07
1043	METER READER	8/18/2023	\$ 2,120.69
1047	METER READER	8/18/2023	\$ 2,279.06
1056	METER READER	8/18/2023	\$ 2,124.31
1057	METER READER	8/18/2023	\$ 1,129.00
1064	METER READER	8/18/2023	\$ 2,403.52
2008	METER READER	8/18/2023	\$ 2,104.99
3067	NETWORK/BROADBAND ENGINEER	8/18/2023	\$ 3,624.52
1037	OPERATIONS DIRECTOR	8/18/2023	\$ 3,595.86
1050	PRE-APPRENTICE	8/18/2023	\$ 2,339.46
3004	RESOURCE MANAGER	8/18/2023	\$ 2,813.92
1010	SCADA ENGINEER II	8/18/2023	\$ 2,661.88
1003	SCADA TECH APPRENTICE	8/18/2023	\$ 3,274.42
3020	SERVICES DIRECTOR	8/18/2023	\$ 3,447.94
1026	STAKING ENGINEER	8/18/2023	\$ 2,376.78
1031	STAKING ENGINEER	8/18/2023	\$ 2,817.98
1014	STOREKEEPER	8/18/2023	\$ 2,599.58
1015	SUBSTATION/METER FOREMAN	8/18/2023	\$ 5,144.90
1033	SUBSTATION/METERING TECH	8/18/2023	\$ 4,601.79
3003	UTILITY BILLING CLERK	8/18/2023	\$ 1,753.40
3027	UTILITY BILLING CLERK	8/18/2023	\$ 1,705.49
3000	UTILITY BILLING COORDINATOR	8/18/2023	\$ 2,530.45
2000	WATER DISTRIBUTION MANAGER II	8/18/2023	\$ 1,906.59
2002	WATER DISTRIBUTION MANAGER II	8/18/2023	\$ 2,138.63
2005	WATER DISTRIBUTION MANAGER II	8/18/2023	\$ 2,374.93
			\$ 197,233.89

Electric revenues in July were approximately \$492 Thousand under budget. Year-to-date electric revenues are approximately \$1.2 Million under budget. The total cost of service for the year is approximately \$6.1 Million under budget. Year to date depreciation for electric is approximately \$3.4 Million with July depreciation expense approximately \$504 Thousand. The July year-to-date TIER is 9.56 and the DSC is 4.80.

Water revenues in July were approximately \$9 Thousand under budget. Year-to-date water revenues are approximately \$341 Thousand under budget. The total cost of service for the year is approximately \$111 Thousand under budget. Year to date depreciation for water is approximately \$578 Thousand with July depreciation expense approximately \$85 Thousand.

As a combined utility year-to-date through July revenues were approximately \$1.6 Million under budgeted revenues. Jefferson County PUD has invested \$5.2 Million in construction work in progress year to date as well as purchased approximately \$3.3 Million in materials. During July, PUD's cash reserves were increased by \$4.7 Million.

Jefferson County PUD No. 1
Electric Division
Statement of Operations
As of July 31, 2023

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	25,605,013	26,597,500	27,862,114	2,597,076
2. Power Production Expense	0	0	0	0
3. Cost of Purchased Power	9,222,582	7,404,498	10,201,290	(229,120)
4. Transmission Expense	1,221,293	1,017,408	1,498,496	11,629
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	1,097,502	1,304,855	1,954,616	167,397
7. Distribution Expense - Maintenance	1,662,092	2,085,525	3,378,422	328,025
8. Consumer Accounts Expense	861,284	998,245	1,294,520	145,818
9. Customer Service and Informational Expense	9,727	34,307	10,582	6,004
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	2,218,484	2,938,555	3,339,657	400,985
12. Total Operation & Maintenance Expense (2 thru 11)	16,292,964	15,783,393	21,677,583	830,738
13. Depreciation & Amortization Expense	3,294,281	3,463,003	3,254,332	504,670
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	1,481,686	1,345,751	1,610,871	150,143
16. Interest on Long-Term Debt	1,444,946	1,386,548	1,599,903	204,823
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	0	0	0
20. Total Cost of Electric Service (12 thru 19)	22,513,877	21,978,695	28,142,689	1,690,374
21. Patronage Capital & Operating Margins (1 minus 20)	3,091,136	4,618,805	(280,575)	906,702
22. Non Operating Margins - Interest	1,928	26,897	1,272	5,417
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	1,114,990	7,218,281	1,418,377	205,363
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	15,576	5,462	15,732	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	4,223,630	11,869,445	1,154,806	1,117,482

Times Interest Earned Ratio (TIER) (Year to Date)	3.92	9.56	1.72
Operating Times Interest Earned Ratio (OTIER) (Year to Date)	3.14	4.33	0.82
Debt Service Coverage Ratio (DSC) (Year to Date)	2.57	4.80	1.72
Operating Debt Service Coverage Ratio (ODSC) (Year to Date)	2.25	2.72	1.31
Rolling 12 Month TIER	3.41	4.84	

Jefferson County PUD No. 1
Electric Division
Balance Sheet
July 31, 2023

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	200,685,848	29. Memberships	0
2. Construction Work in Progress	7,001,670	30. Patronage Capital	0
3. Total Utility Plant (1+2)	207,687,518	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	78,266,393	32. Operating Margins - Current Year	4,618,805
5. Net Utility Plant (3-4)	129,421,125	33. Non-Operating Margins	7,250,640
6. Nonutility Property - Net	83,837	34. Other Margins & Equities	44,869,697
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	56,739,142
8. Invest. in Assoc. Org. - Patronage Capital	83,403	36. Long-Term Debt RUS (Net)	87,426,309
9. Invest. in Assoc. Org. - Other - General Funds	1,010	37. Long-Term Debt - Other (Net)	0
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	87,426,309
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	(744,228)
13. Special Funds	4,695,366	41. Total Other Noncurrent Liabilities (39+40)	(744,228)
14. Total Other Property & Investments (6 thru 13)	4,863,616	42. Notes Payable	0
15. Cash-General Funds	2,601,808	43. Accounts Payable	7,016,482
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	59,875
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	3,250,599	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	1,752,753	48. Other Current & Accrued Liabilities	2,369,057
21. Accounts Receivable - Net Other	165,624	49. Total Current & Accrued Liabilities (42 thru 48)	9,445,414
22. Renewable Energy Credits	0	50. Deferred Credits	1,765,857
23. Materials & Supplies - Electric and Other	7,197,223	51. Total Liabilities & Other Credits (35+38+41+49+50)	154,632,494
24. Prepayments	340,857		
25. Other Current & Accrued Assets	3,119,399	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	18,428,263	Balance Beginning of Year	0
27. Deferred Debits	1,918,490	Amounts Received This Year (Net)	6,959,105
28. Total Assets & Other Debits (5+14+26+27)	154,631,494	TOTAL Contributions-In-Aid-Of-Construction	6,959,105

Equity Ratio **36.69%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **42.10%**
 (Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1
Power Requirements
As of July 31, 2023

PART C. POWER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JULY CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly KWH SALES AND REVENUE (d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	18,113	18,089	
	b. KWH Sold			11,020,443
	c. Revenue			1,518,770
2. Residential Sales - Seasonal	a. No. Consumers Served	1	1	
	b. KWH Sold			0
	c. Revenue			0
3. Irrigation Sales	a. No. Consumers Served	2	1	
	b. KWH Sold			6,302
	c. Revenue			546
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,554	2,496	
	b. KWH Sold			4,508,762
	c. Revenue			581,385
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	21	21	
	b. KWH Sold			7,990,037
	c. Revenue			455,226
6. Public Street & Highway Lighting	a. No. Consumers Served	212	209	
	b. KWH Sold			17,766
	c. Revenue			17,103
7. Non Metered Device Authority	a. No. Consumers Served	8	8	
	b. KWH Sold			0
	c. Revenue			1,954
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)		20,911	20,825	
11. TOTAL KWH Sold (lines 1b thru 9b)				23,543,310
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				2,574,985
13. Transmission Revenue				
14. Other Electric Revenue				22,091
15. KWH - Own Use				0
16. TOTAL KWH Purchased				23,911,337
17. TOTAL KWH Generated				
18. Cost of Purchases and Generation				(229,120)
19. Interchange - KWH - Net				
20. Peak - Sum All KW Input (Metered)				41,208

Electric Division
Comparison 2023 Budget to 2023 Actuals Year to Date Through JULY

	2023 Budget JULY YTD	2023 Actuals JULY YTD	Variance
1. Operating Revenue and Patronage Capital	27,862,114	26,597,500	(1,264,614)
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	10,201,290	7,404,498	(2,796,792)
4. Transmission Expense	1,498,496	1,017,408	(481,088)
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	1,954,616	1,304,855	(649,761)
7. Distribution Expense - Maintenance	3,378,422	2,085,525	(1,292,897)
8. Consumer Accounts Expense	1,294,520	998,245	(296,275)
9. Customer Service and Informational Expense	10,582	34,307	23,725
10. Sales Expense	0	0	0
11. Administrative and General Expense	3,339,657	2,938,555	(401,102)
12. Total Operation & Maintenance Expense (2 thru 11)	21,677,583	15,783,393	(5,894,190)
13. Depreciation & Amortization Expense	3,254,332	3,463,003	208,671
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	1,610,871	1,345,751	(265,120)
16. Interest on Long-Term Debt	1,599,903	1,386,548	(213,355)
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	0	0
20. Total Cost of Electric Service (12 thru 19)	28,142,689	21,978,695	(6,163,994)
21. Patronage Capital & Operating Margins (1 minus 20)	(280,575)	4,618,805	4,899,380
22. Non Operating Margins - Interest	1,272	26,897	25,625
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	1,418,377	7,218,281	5,799,904
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	15,732	5,462	(10,270)
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	1,154,806	11,869,445	10,714,639

Jefferson County PUD No. 1
Water Division
Statement of Operations
As of July 31, 2023

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	1,957,054	2,426,822	2,768,170	433,069
2. Power Production Expense	0	518	1,319	0
3. Cost of Purchased Power	76,416	80,654	84,151	15,063
4. Transmission Expense	0	0	0	0
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	468,223	422,422	839,387	71,232
7. Distribution Expense - Maintenance	327,629	476,651	286,972	124,988
8. Consumer Accounts Expense	82,036	91,031	138,385	12,800
9. Customer Service and Informational Expense	0	0	0	0
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	417,177	434,340	703,302	48,521
12. Total Operation & Maintenance Expense (2 thru 11)	1,371,481	1,505,616	2,053,516	272,604
13. Depreciation & Amortization Expense	454,266	577,999	224,761	85,111
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	89,958	155,970	105,139	19,619
16. Interest on Long-Term Debt	174,794	108,955	106,570	14,323
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	29,876	0	0
20. Total Cost of Water Service (12 thru 19)	2,090,499	2,378,416	2,489,986	391,657
21. Patronage Capital & Operating Margins (1 minus 20)	(133,445)	48,406	278,184	41,412
22. Non Operating Margins - Interest	27,650	66,532	20,176	6,523
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	295,443	232,680	535,344	8,073
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	1,731	607	1,748	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	191,379	348,225	835,452	56,008

Jefferson County PUD No. 1
Water Division
Balance Sheet
June 30, 2023

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	32,398,390	29. Memberships	0
2. Construction Work in Progress	2,085,867	30. Patronage Capital	0
3. Total Utility Plant (1+2)	34,484,257	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	14,333,489	32. Operating Margins - Current Year	48,405
5. Net Utility Plant (3-4)	20,150,768	33. Non-Operating Margins	299,818
6. Nonutility Property - Net	2,143,368	34. Other Margins & Equities	23,582,620
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	23,930,843
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)	5,673,996
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	5,673,996
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	91,511	41. Total Other Noncurrent Liabilities (39+40)	0
14. Total Other Property & Investments (6 thru 13)	2,234,879	42. Notes Payable	472,741
15. Cash-General Funds	180,856	43. Accounts Payable	(4,536,029)
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	800
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	2,143,540	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	315,426	48. Other Current & Accrued Liabilities	50,107
21. Accounts Receivable - Net Other	164,622	49. Total Current & Accrued Liabilities (42 thru 48)	(4,012,381)
22. Renewable Energy Credits	0	50. Deferred Credits	0
23. Materials & Supplies - Electric and Other	38,039	51. Total Liabilities & Other Credits (35+38+41+49+50)	25,592,458
24. Prepayments	0		
25. Other Current & Accrued Assets	201,811	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	3,044,294	Balance Beginning of Year	0
27. Deferred Debits	162,517	Amounts Received This Year (Net)	87,685
28. Total Assets & Other Debits (5+14+26+27)	25,592,458	TOTAL Contributions-In-Aid-Of-Construction	87,685

Equity Ratio **93.51%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **16.45%**
 (Long Term Debt/Total Utility Plant) x 100

Jefferson County PUD #1
Water Requirements
As of July 31, 2023

PART C. WATER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JULY CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly Gallons SALES AND REVENUE (d)
1. Unmetered Water Sales	a. No. Consumers Served	14	13	
	b. Gallons Sold			0
	c. Revenue			1,192
2. Metered Residential Sales -	a. No. Consumers Served	4,667	4,639	
	b. Gallons Sold			28,181,653
	c. Revenue			337,394
3. Metered Commercial Sales	a. No. Consumers Served	309	310	
	b. Gallons Sold			7,657,025
	c. Revenue			66,419
4. Residential Multi-Family	a. No. Consumers Served	47	47	
	b. Gallons Sold			234,310
	c. Revenue			4,231
5. Metered Bulk Loadings	a. No. Consumers Served	0	0	
	b. Gallons Sold			0
	c. Revenue			0
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			7,127,141
	c. Revenue			0
8. Sewer/Drain Field--Residential	a. No. Consumers Served	378	377	
	b. Gallons Sold			0
	c. Revenue			21,342
9. Sales for Resales-Other	a. No. Consumers Served			
	b. Gallons Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		5,442	5,413	
11. TOTAL Gallons Sold (lines 1b thru 9b)				43,200,129
12. TOTAL Revenue Received From Sales of Water Gallons (line 1c thru 9c)				430,579
13. Bulk Water Gallons Sold Revenue				
14. Other Water Revenue				2,490
15. Gallons - Own Use				0
16. TOTAL Gallons Purchased				
17. TOTAL Gallons Produced				27,574,623
18. Cost of Purchases and Generation				15,063

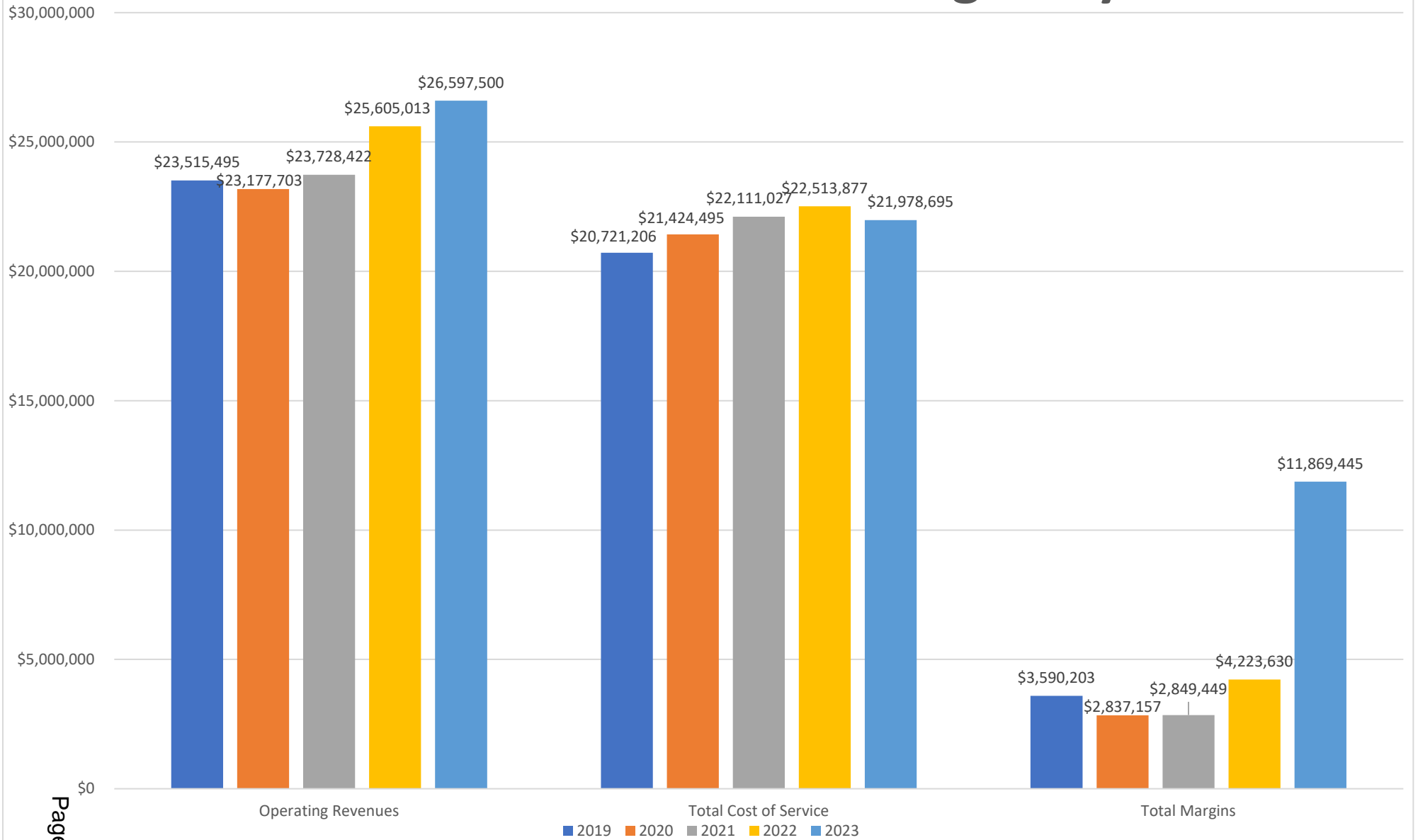
Water Division
Comparison 2023 Budget to 2023 Actuals Year to Date Through JULY

	2023 Budget JULY YTD	2023 Actuals JULY YTD	Variance
1. Operating Revenue and Patronage Capital	2,768,170	2,426,822	(341,348)
2. Power Production Expense	1,319	518	(801)
3. Cost of Purchased Power	84,151	80,654	(3,497)
4. Transmission Expense	0	0	0
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	839,387	422,422	(416,965)
7. Distribution Expense - Maintenance	286,972	476,651	189,679
8. Consumer Accounts Expense	138,385	91,031	(47,354)
9. Customer Service and Informational Expense	0	0	0
10. Sales Expense	0	0	0
11. Administrative and General Expense	703,302	434,340	(268,962)
12. Total Operation & Maintenance Expense (2 thru 11)	2,053,516	1,505,616	(547,900)
13. Depreciation & Amortization Expense	224,761	577,999	353,238
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	105,139	155,970	50,831
16. Interest on Long-Term Debt	106,570	108,955	2,385
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	29,876	29,876
20. Total Cost of Water Service (12 thru 19)	2,489,986	2,378,416	(111,570)
21. Patronage Capital & Operating Margins (1 minus 20)	278,184	48,406	(229,778)
22. Non Operating Margins - Interest	20,176	66,532	46,356
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	535,344	232,680	(302,664)
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	1,748	607	(1,141)
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	835,452	348,225	(487,227)

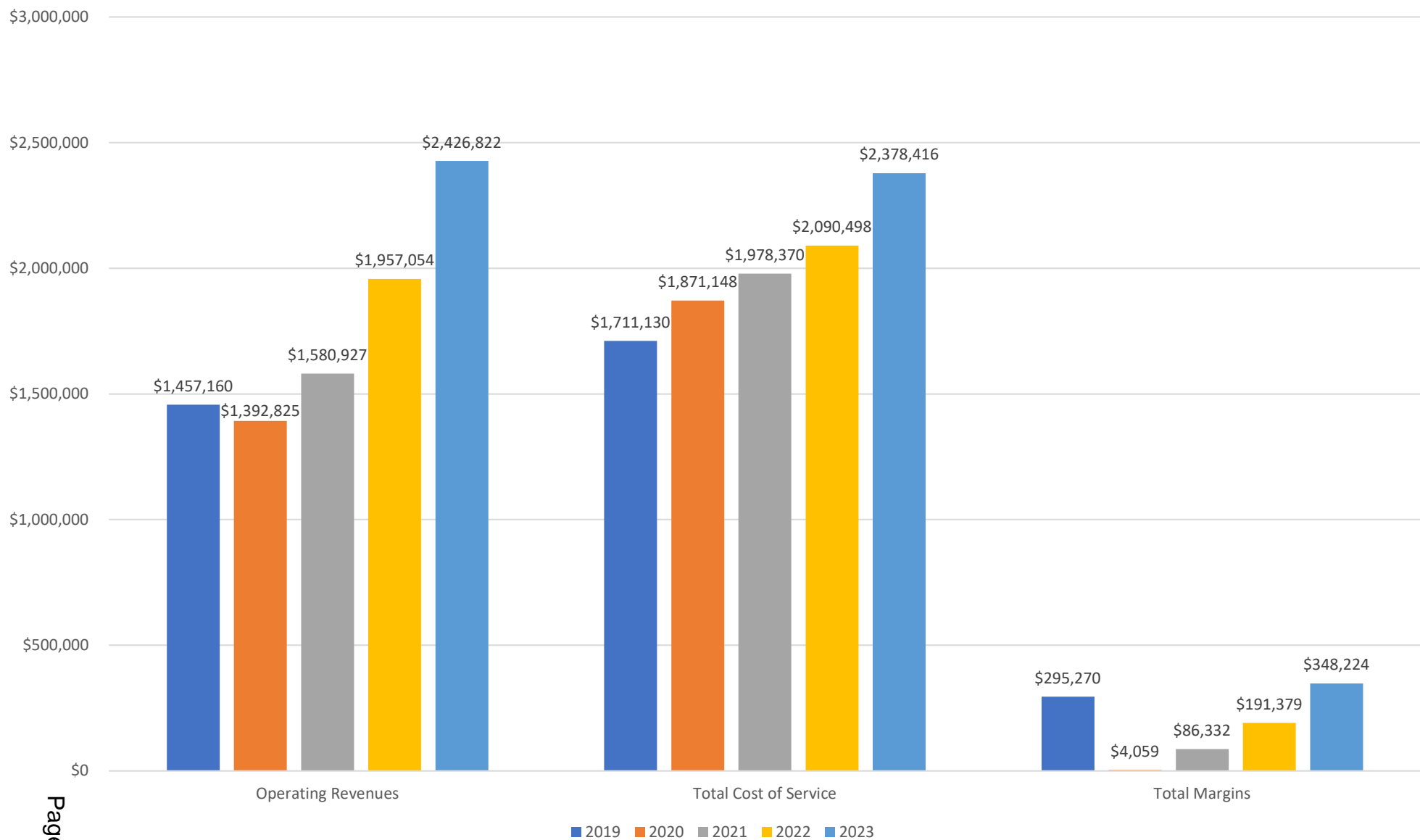
Jefferson County PUD No. 1
Cash and Cash Equivalents
July 31, 2023

<u>G/L #</u>	<u>Account Description</u>	<u>Balance</u>
1 131.12	Operating Account - Jefferson Co. Treasurer	\$1,696,862
1 131.11	Operating Depository Account - Bank of America	903,446
2 131.01	Cash-Jeff Co Treasurer General Account	127,433
2 131.11	1996 Bond LUD #8 - Jefferson Co. Treasurer	34,926
2 131.10	1996 Bond LUD #6 - Jefferson Co. Treasurer	9,700
2 131.14	2009 Bond LUD #14 - Jefferson Co. Treasurer	3,699 Restricted
2 131.12	1999 Bond LUD #11 - Jefferson Co. Treasurer	3,032 Restricted
2 131.15	2008 Bond LUD #15 - Jefferson Co. Treasurer	1,916 Restricted
1 135.21	Working Funds - Petty Cash and CSR Drawers	1,250
1 131.13	Cash - 1st Security Bank ACH Account	235
2 135.21	Cash Held in Trust by Property Manager	150
1 131.16	Payroll Clearing Account - 1st Security Bank	15
TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS		\$2,782,664
1 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	\$1,900,502
1 136.17	Tax Revenue Investment Fund - Jefferson Co. Treasurer	1,186,794
2 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	858,470
2 136.14	LUD #14 Bond Investment - Jefferson Co. Treasurer	843,043 Restricted
2 136.15	LUD #15 Bond Investment - Jefferson Co. Treasurer	442,027 Restricted
1 136.10	Operating Account Related Investment - Jefferson Co. Treasurer	163,303
TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS		\$5,394,139
1 125.10	RUS Bond Fund	\$4,601,116 Restricted
1 126.10	Capital Reserves	\$94,000 Restricted
2 126.31	Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	82,436 Restricted
2 126.10	Capital Reserves	6,000 Restricted
2 126.21	Tri Area Bond Reserve Fund - Jefferson Co. Treasurer	3,076 Restricted
1 128.00	Other Special Funds	250 Restricted
TOTAL LINE 13. BALANCE SHEET-SPECIAL FUNDS		\$4,786,878
RESTRICTED CASH BALANCE--JULY 2023		\$6,080,595
NON-RESTRICTED CASH BALANCE--JULY 2023		\$6,883,086
TOTAL CASH AND CASH EQUIVALENTS IN BANK--JULY 2023		\$12,963,681
RESTRICTED CASH BALANCE--JUNE 2023		\$1,473,516
NON-RESTRICTED CASH BALANCE--JUNE 2023		\$6,735,133
TOTAL CASH AND CASH EQUIVALENTS IN BANK--JUNE 2023		\$8,208,649
Change in Restricted Cash Balance		\$4,607,079
Change in Unrestricted Cash Balance		\$147,953
Total Change in Cash and Cash Equivalents		\$4,755,032

5 Year Look Back through July--Electric



5 Year Look Back through July--Water



PUD Calendar

September 5, 2023

September 5, 2023, BOC Regular Meeting, 3:00 PM, 310 Four Corners Rd and per ZOOM








September 12, 2023, Special Meeting, Energy Northwest Presentation and 2024 Budget Update 9:00-11:00 (note different time)

September 13-15, 2023 WPUDA, Association Meetings, Holiday Inn, Richland on the River

September 16, 2023 Quilcene Fair and Parade

September 19, 2023, BOC Regular Meeting, 3:00 PM, 310 Four Corners Rd and per ZOOM

September 27th-29th WPUDA Water Workshop; 7 Cedars, Sequim 270756 Highway 101

<div>      Received </div>	From	Subject	Size
Tuesday			
<div>   Tue 6:23 AM </div>	David Brader	Asset Purchase Agreement completed between Marrowstone Wireless and NOPDC, LLC	103 KB
<div>Kevin, Yesterday, Monday, August 28th of 2023 about 2pm at Kitsap Bank in Hadlock Leo Boyd and myself signed the papers transferring assets and obligations comprising the</div>			
<div></div>			



AGENDA REPORT

DATE: September 5, 2023

TO: **Board of Commissioners**

FROM: Jimmy Scarborough, Electrical Engineering Manager

RE: Resolution to Revise the Schedule of Charges for Electric Services

BACKGROUND: During the Board of Commissioners meeting on August 15, 2023, staff presented to the board proposed changes to the “Schedule of Charges for Electric Services” that was last updated on March 1, 2022.

This revision reviewed the current pricing and adjusted where needed. Also in this revision is the addition of separating single-phase 200 amp and 320 amp services, as well as the addition to three-phase services. Previously three-phase services were per an engineer’s estimate.

Funds that are received from the quotes are applied to “Aid to Construction” and are intended to pay for a portion of the construction costs.

Upon approval of the resolution, these fees will go into effect on January 1, 2024. Staff intends to revise these fees annually.

ANALYSIS/FINDINGS: The PUD’s practice has been to have growth pay for growth, and the changes proposed under the update Schedule of Charges for Electric Services are consistent with that practice. Several items will remain unchanged and new categories have been added and summarized in the following paragraphs.

Two of the most common requests for new services are single-phase 200 and 320 amp. In the past the cost was the same for either service. Staff have reviewed the costs and are making the recommendation to separate the categories, due to the increased cost of a 320 amp service over a 200 amp service. The major component of the cost difference is the service conductor between the transformer and the service equipment is more for the 320 amp service.

Another addition to the schedule of charges is for three-phase services. In past iterations it was per engineer’s estimate. Staff have prepared costs for three-phase services, however more complex projects may still require an engineer’s estimate.

Based on increased labor and material costs staff has revised or created construction rates for new services. Those rates are incorporated into the attached Exhibit B.

FISCAL IMPACT: Staff have set construction rates to be charged to customers. It is intended that funds received will be applied to “Aid to Construction” for these projects.

RECOMMENDATION: Motion to approve the Resolution to revise “Exhibit B”, Schedule of Deposits and Charges and Electrical Line Extension Unit Prices.

ATTACHMENTS: The following attachments are in draft form.

- 1) Resolution Number 2023-____
- 2) “Exhibit B” Schedule of Charges for Electric Services

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

RESOLUTION NO. 2023-____

A RESOLUTION of the Board of Commissioners of the Public Utility District No 1 of Jefferson County, Washington (“the PUD”), revising and superseding Exhibit B of Resolution 2022-011 and adopting various construction rates for electric services.

WHEREAS, the PUD staff has reviewed PUD Resolution 2022-011 and its Exhibit: Schedule of Deposits and Charges and Electrical Line Extension Unit Prices (“Exhibit B”); and

WHEREAS, the PUD staff has revised construction rates for new services to reflect an increase in labor and material rates; and

WHEREAS, new service quotes issued prior to January 1, 2024 with rates set under Resolution 2022-011, shall be honored through the quote expiration date, which is 90 days after the issue date; and

WHEREAS, Schedule of Deposits and Charges (“Exhibit B”) have been revised for Electric services referred to in Exhibit B,

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

The Board of Commissioners has reviewed the revised rates in the exhibit titled “Public Utility District No. 1 of Jefferson County Schedule of Charges for Electric Services (“Exhibit B”)”, attached hereto and incorporated by reference, and hereby adopts these changes effective January 1, 2024. Exhibit A in Resolution 2022-011 remains unchanged by this action of the Board of Commissioners.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 5th day of September 2023.

Kenneth Collins, President

Jeff Randall, Vice President

Dan Toepper, Secretary

“EXHIBIT B”

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

SCHEDULE OF CHARGES FOR ELECTRIC SERVICES

Last Approved ~~July 20, 2021~~ March 1, 2022

Updated ~~March 1, 2022~~ September 5, 2023

CHARGES

New Electric Service Charges (includes connect and engineering charges)

Overhead (self-contained meter only) Restricted

- 1) ~~Single Phase—~~
\$3,500
From existing overhead transformer. Includes overhead conductor to customer building. up to 120 feet from ~~existing~~the existing transformer.
- 2) ~~Single Phase~~ \$3,250
~~plus cost of transformer*~~
Install new or upgraded overhead transformer. Includes overhead conductor to customer building. up to 120 feet from transformer). The cost of the transformer is in addition.
- 3) ~~Three Phase:~~ Requires engineer's estimate.

Underground (self-contained meter only)

- 1) ~~Single Phase – 200A—~~
\$2,710
From existing pad mounted transformer. For services up to 300 feet from transformer, includes service conductor.
- 2) ~~Single Phase – 320A~~ \$3,410
From existing pad mounted transformer. For services up to 250 feet from transformer, includes service conductor.
- 2)3) ~~Single Phase – 200A:~~ _____
_____ \$2,713,100 plus cost of transformer
Underground and increasing transformer size. For services up to 300 feet from transformer, includes service conductor and upgrading transformer. The cost of the transformer is in addition.
- 4) ~~Single Phase – 320A~~ \$3,800

Underground and increasing transformer size. For services up to 300 feet from transformer, includes service conductor and upgrading transformer. The cost of the transformer is in addition.

3)5) Single Phase – 200A:

~~– \$3,600 plus cost of transformer~~

Underground with new pad mounted transformer. For services up to 300 feet from transformer, includes service conductor, new pad mounted transformer and primary terminations. The cost of the transformer is in addition.

6) Single Phase – 320A \$4,300

Underground with new pad mounted transformer. For services up to 250 feet from transformer, includes service conductor, new pad mounted transformer and primary terminations. The cost of the transformer is in addition.

4)7) Single Phase: – 200A

~~\$2,053,100~~

From pole with existing transformers. Includes up to 300 feet of service conductor and secondary riser.

8) Single Phase – 320A \$3,100

From pole with existing transformers. Includes up to 250 feet of service conductor and secondary riser.

5)9) Single Phase – 200A:-

~~\$2,0503,800 Plus cost of transformer~~

From pole with new overhead transformer. Includes up to 300 feet of service conductor, ~~transformer~~ and secondary riser. The cost of the transformer is in addition.}

10) Single Phase – 320A \$4,500

From pole with new overhead transformer. Includes up to 250 feet of service conductor and secondary riser. The cost of the transformer is in addition.

11) Three Phase:

~~\$1,500 Requires an engineer's estimate.~~

From existing pad mounted transformer. Customer is responsible for conductor between transformer and service equipment. Other charges

may apply, such as current transformers. More complex services may require engineer's estimate.

12) Three Phase **\$1,965**

Increasing pad mounted transformer size. Customer is responsible for conductor between transformer and service equipment. Other charges may apply, such as current transformers. More complex services may require engineer's estimate. The cost of the transformer is in addition.

13) Three Phase **\$3,400**

Underground with new pad mounted transformer. Includes new pad mounted transformer and primary terminations. Customer is responsible for conductor between transformer and service equipment. The cost of the transformer is in addition.

~~6) —~~

~~7) 14) Commercial and Multifamily:~~ Requires an engineer's estimate.

* The cost of transformers will be the average cost of the newest purchased price and the prior cost of the transformer.

Electric – Other

- 1) Additional meter(s) at a multiple service installation involving a single service run.
 - a) Each additional meter installed at time of original connection: \$250
 - b) Each additional meter installed later than original connection: ~~\$350~~\$400
- 2) Current Transformer (CT) Meter Connection (in addition to other charges, may require engineer's estimate)
 - a) Single-Phase: \$1,650
 - b) Three-Phase: \$2,750
- 3) Net Meter Installation
 - a) Standard: \$385
 - b) CT Meter: \$655

~~4) Production Meter Installation~~

a) ~~Standard Meter:~~ ~~\$182~~

b) ~~Programmable Meter:~~ ~~\$656~~

~~5)4)~~ Temporary Service

a) Construction:

~~\$264615~~

Customer supplies service conductor. This charge is in conjunction with other new service charges.

b) Community Sponsored Festival: Requires an engineer's estimate.

~~6)5)~~ Primary Meter: Requires an engineer's estimate.

~~7)6)~~ Idle Service:

a) Residential \$40/mo.

b) Commercial \$110/mo.

~~* The cost of transformers will be the average cost of the newest purchased price and the prior cost of the transformer.~~

Miscellaneous Service Charges

Customer Service Conversion

- 1) Convert overhead service to underground service (200A):—
\$1,000~~500~~
- 1)2) Convert overhead service to underground service (320A):
\$1,900

Easements and Other Recorded Documents

- 1) Document Preparation \$200

Engineering Charge for Developer Proposals

Actual cost over \$1,000

Engineering Rate (per hour):

\$80

Increased electrical loads: Add service conversion charge when a transformer upgrade is required to maintain adequate capacity for a service upgrade. Add connect charge for new services. The cost of the transformer(s) will be in addition to the following fees.

- 1) Single-phase overhead: **Restricted**
~~\$1,000~~ ~~225 plus transformer cost~~
- 2) Three-phase overhead: **Restricted**
~~\$3,100~~ ~~3,925 plus transformer costs~~
- 3) Single-phase pad mount:
~~\$1,250~~ ~~1,470 plus cost of transformer~~
- 4) Three-phase pad mount **Requires an engineer's**
estimate. \$1,970
- 4) —

Lock Box – Installed (one size only)

—\$347

Right-of-Way (ROW) Permits: The PUD will obtain utility ROW permits for Jefferson County and Washington State Department of Transportation. The customer will be responsible for actual cost of the permit and any related inspection fees.

Yard Lights

- 1) Install light only:
~~\$650~~ 1,000
- 2) Install wood pole and light:
~~\$3,175~~ 620

Electrical Line Extension Unit Prices

Underground Primary Cable

Single-Phase (per ft)

~~\$10.00~~75

Three-Phase (per ft)

~~\$27.80~~34.40

Pads and Vaults for Transformers

Single-Phase Fiberglass Pad

\$1,390

Three-Phase Vault and Lid \$6,830

~~(75-300 kVA)~~ \$5,200

~~(500-2500 kVA)~~ \$8,990

Three-Phase Pad Mounted Transformers

~~75-300 kVA~~ Cost of transformer

~~500 kVA~~ Cost of transformer

~~>750 kVA*~~ Cost of transformer
Actual cost of transformer.

*May require engineer's quote.

Concrete Vaults and Lids

Old Castle 444-LA

~~\$2,950~~4,265

Old Castle 644-LA

~~\$4,750~~6,325

Old Castle 575-LA

~~\$5,200~~7,350

Primary Junction Box

Single-Phase (4-way)

~~\$2,100~~175

Single-Phase (4-way, in vault*) \$700

Three-Phase (4-way, in vault*) \$4,445980

*New vaults are per fee schedule.

Switch Cabinets

Single-Phase

Engineer Estimate

Three-Phase

Engineer Estimate

Secondary Vaults and Pedestal
Handhole or Pedestal

~~\$775~~960

Primary Cable Accessories

Load Break Elbow (200A)

~~\$288~~325

Surge Arrester Elbow

~~\$288~~335

Feed-Thru Bushing

~~\$500~~65

Cable Splice

~~\$450~~790

Outdoor Termination

\$450

Cable Risers

Single-Phase Primary

~~\$1,265~~2,040

Three-Phase Primary

~~\$3,190~~4,950

Secondary

~~\$220~~700

Overhead Primary Pole Restricted

Single-Phase \$4,973

V-Phase

\$5,~~535~~650

Three-Phase \$6,510

Inset Single-Phase \$4,950

Inset V-Phase

\$5,~~325~~425

Inset Three-Phase \$5,753

Convert Single-Phase to Three-

Phase\$~~2,370~~2,400

Overhead Tap Restricted

Single-Phase \$1,575

Three-Phase \$4,230

Miscellaneous Overhead Restricted

Secondary/Guy Pole \$2,700

Guy and Anchor -\$1,220

Span Guy

\$~~430~~550

“EXHIBIT B”

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

SCHEDULE OF CHARGES FOR ELECTRIC SERVICES

Last Approved March 1, 2022
Updated September 5, 2023

CHARGES

New Electric Service Charges (includes connect and engineering charges)

Overhead (self-contained meter only) Restricted

- 1) **Single Phase** \$3,500
From existing overhead transformer. Includes overhead conductor to customer building. up to 120 feet from the existing transformer.
- 2) **Single Phase** \$3,250
Install new or upgraded overhead transformer. Includes overhead conductor to customer building. up to 120 feet from transformer). The cost of the transformer is in addition.
- 3) **Three Phase** Requires engineer's estimate.

Underground (self-contained meter only)

- 1) **Single Phase – 200A** \$2,710
From existing pad mounted transformer. For services up to 300 feet from transformer, includes service conductor.
- 2) **Single Phase – 320A** \$3,410
From existing pad mounted transformer. For services up to 250 feet from transformer, includes service conductor.
- 3) **Single Phase – 200A** \$3,100
Underground and increasing transformer size. For services up to 300 feet from transformer, includes service conductor and upgrading transformer. The cost of the transformer is in addition.
- 4) **Single Phase – 320A** \$3,800
Underground and increasing transformer size. For services up to 300 feet from transformer, includes service conductor and upgrading transformer. The cost of the transformer is in addition.
- 5) **Single Phase – 200A** \$3,600
Underground with new pad mounted transformer. For services up to 300 feet from transformer, includes service conductor, new pad mounted transformer and primary terminations. The cost of the transformer is in addition.

- 6) **Single Phase – 320A** \$4,300
Underground with new pad mounted transformer. For services up to 250 feet from transformer, includes service conductor, new pad mounted transformer and primary terminations. The cost of the transformer is in addition.
- 7) **Single Phase – 200A** \$3,100
From pole with existing transformers. Includes up to 300 feet of service conductor and secondary riser.
- 8) **Single Phase – 320A** \$3,100
From pole with existing transformers. Includes up to 250 feet of service conductor and secondary riser.
- 9) **Single Phase – 200A** \$3,800
From pole with new overhead transformer. Includes up to 300 feet of service conductor and secondary riser. The cost of the transformer is in addition.
- 10) **Single Phase – 320A** \$4,500
From pole with new overhead transformer. Includes up to 250 feet of service conductor and secondary riser. The cost of the transformer is in addition.
- 11) **Three Phase** \$1,500
From existing pad mounted transformer. Customer is responsible for conductor between transformer and service equipment. Other charges may apply, such as current transformers. More complex services may require engineer's estimate.
- 12) **Three Phase** \$1,965
Increasing pad mounted transformer size. Customer is responsible for conductor between transformer and service equipment. Other charges may apply, such as current transformers. More complex services may require engineer's estimate. The cost of the transformer is in addition.
- 13) **Three Phase** \$3,400
Underground with new pad mounted transformer. Includes new pad mounted transformer and primary terminations. Customer is responsible for conductor between transformer and service equipment. The cost of the transformer is in addition.
- 14) **Commercial and Multifamily** Requires an engineer's estimate.

* The cost of transformers will be the average cost of the newest purchased price and the prior cost of the transformer.

Electric – Other

- 1) Additional meter(s) at a multiple service installation involving a single service run.
 - a) Each additional meter installed at time of original connection: \$250
 - b) Each additional meter installed later than original connection: \$400

- 2) Current Transformer (CT) Meter Connection (in addition to other charges, may require engineer's estimate)
 - a) Single-Phase: \$1,650
 - b) Three-Phase: \$2,750

- 3) Net Meter Installation
 - a) Standard: \$385
 - b) CT Meter: \$655

- 4) Temporary Service
 - a) Construction: \$615
Customer supplies service conductor. This charge is in conjunction with other new service charges.
 - b) Community Sponsored Festival: Requires an engineer's estimate.

- 5) Primary Meter: Requires an engineer's estimate.

- 6) Idle Service:
 - a) Residential \$40/mo.
 - b) Commercial \$110/mo.

Miscellaneous Service Charges

Customer Service Conversion

- | | |
|--|---------|
| 1) Convert overhead service to underground service (200A): | \$1,500 |
| 2) Convert overhead service to underground service (320A): | \$1,900 |

Easements and Other Recorded Documents

- | | |
|-------------------------|-------|
| 1) Document Preparation | \$200 |
|-------------------------|-------|

Engineering Charge for Developer Proposals

Actual cost over \$1,000

- | | |
|------------------------------|------|
| Engineering Rate (per hour): | \$80 |
|------------------------------|------|

Increased electrical loads: Add service conversion charge when a transformer upgrade is required to maintain adequate capacity for a service upgrade. Add connect charge for new services. The cost of the transformer(s) will be in addition to the following fees.

- | | |
|---|---------|
| 1) Single-phase overhead: Restricted | \$1,225 |
| 2) Three-phase overhead: Restricted | \$3,925 |
| 3) Single-phase pad mount: | \$1,470 |
| 4) Three-phase pad mount | \$1,970 |

Lock Box – Installed (one size only)	\$347
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Right-of-Way (ROW) Permits: The PUD will obtain utility ROW permits for Jefferson County and Washington State Department of Transportation. The customer will be responsible for actual cost of the permit and any related inspection fees.

Yard Lights

- | | |
|---------------------------------|---------|
| 1) Install light only: | \$1,000 |
| 2) Install wood pole and light: | \$3,620 |

Electrical Line Extension Unit Prices

Underground Primary Cable

Single-Phase (per ft)	\$10.75
Three-Phase (per ft)	\$34.40

Pads and Vaults for Transformers

Single-Phase Fiberglass Pad	\$1,390
Three-Phase Vault and Lid	\$6,830

Three-Phase Pad Mounted Transformers

Actual cost of transformer.

*May require engineer's quote.

Concrete Vaults and Lids

Old Castle 444-LA	\$4,265
Old Castle 644-LA	\$6,325
Old Castle 575-LA	\$7,350

Primary Junction Box

Single-Phase (4-way)	\$2,175
Single-Phase (4-way, in vault*)	\$700
Three-Phase (4-way, in vault*)	\$980

*New vaults are per fee schedule.

Switch Cabinets

Single-Phase	Engineer Estimate
Three-Phase	Engineer Estimate

Secondary Vaults and Pedestal

Handhole or Pedestal	\$960
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Primary Cable Accessories

Load Break Elbow (200A)	\$325
Surge Arrester Elbow	\$335
Feed-Thru Bushing	\$565
Cable Splice	\$790
Outdoor Termination	\$450

Cable Risers

Single-Phase Primary	\$2,040
Three-Phase Primary	\$4,950
Secondary	\$700

Overhead Primary Pole Restricted

Single-Phase	\$4,973
V-Phase	\$5,650
Three-Phase	\$6,510
Inset Single-Phase	\$4,950
Inset V-Phase	\$5,425
Inset Three-Phase	\$5,753
Convert Single-Phase to Three-Phase	\$2,400

Overhead Tap Restricted

Single-Phase	\$1,575
Three-Phase	\$4,230

Miscellaneous Overhead Restricted

Secondary/Guy Pole	\$2,700
Guy and Anchor	\$1,220
Span Guy	\$550

Board of Commissioners:
Jeff Randall, District 1
Kenneth Collins, District 2
Dan Toepper, District 3
Kevin Streett, General Manager



AGENDA REPORT

DATE: September 5, 2023
TO: Board of Commissioners
FROM: Will O'Donnell, Broadband and Communications Director
RE: Broadband Rates and Agreement Revisions

BACKGROUND: The Commission approved updated rates and policies for Broadband Services on August 15th. However, in discussion with a local ISP, staff became aware of the potential for unintended interpretations of the Network Transport product and rate as currently presented.

Additionally, in February of 2023, the commission approved a Master Service Agreement (MSA) that would serve as an annual contract governing qualified ISPs access and usage of JPUD's wholesale network. To correspond better with the Aug 15 Broadband Service Policies, staff and counsel have revised the MSA and retitled it as the Open Access Provider Agreement (OAPA).

ACTION NEEDED: Staff is advising a change of language in the Rate notes clarifying the Network Transport product. Staff is also requesting an increase in the End Point rate to better cover the cost of a dedicated fiber. Staff is requesting review and approval of the OAPA as well.

FISCAL IMPACT: Increased revenue for network transport services.

RECOMMENDATION: Approve amotion to adopt Resolution 2023- XXX rescinding previous rates and agreements and adopting new and revised rates, charges and agreements for Retail and Wholesale Broadband Services.

COMMUNICATION TRANSPORT SERVICES

RETAIL PON CONNECTION

Internet + WiFi
Internet + WiFi Low income Program Enrolled (LIPE)
Internet + WiFi + Dedicated IP

		150/150 Mbps	1/1 Gbps	3/3 Gbps	5/5 Gbps	NRC
	MRC	\$65	\$75	\$150	n/a	MTU Charge
	MRC	\$45	\$55	n/a	n/a	n/a
	MRC	n/a	\$100	\$200	\$350	\$500

WHOLESALE PON CONNECTION

PON PORT (w/ JPUD internet and IP. No WiFi)
PON PORT (w/ JPUD internet and IP. No WiFi) LIPE
PON PORT (w/ JPUD internet and Dedicated IP. No WiFi)
PON PORT (no internet, no IP, no WiFi)*
PON PORT (no internet, no IP, no WiFi)* LIPE

	150/150 Mbps	1/1 Gbps	3/3 Gbps	5/5 Gbps
MRC	\$52	\$60	\$120	n/a
MRC	\$42	\$50	n/a	n/a
MRC	n/a	\$80	\$160	\$280
MRC	\$39	\$45	\$90	\$180
MRC	\$29	\$35	n/a	n/a

*Requires additional transport and/or collocation.

NETWORK TRANSPORT

Does not include internet.

WHOLESALE NETWORK TRANSPORT
GOV NETWORK TRANSPORT
RETAIL NETWORK TRANSPORT

Core Connection		End Points (per point)	
MRC	NRC	MRC	NRC
\$200	\$350	\$150	\$50
\$250	\$400	\$165	\$75
\$300	\$500	\$180	\$100

INTERNET ACCESS

Requires transport.

DEDICATED PRODUCT (delivered at 95th Percentile)

WHOLESALE DEDICATED INTERNET
GOV DEDICATED INTERNET
RETAIL DEDICATED INTERNET

MRC	NRC
Price/Mbps	
\$0.45	\$350
\$0.55	\$400
\$0.65	\$500

METERED PRODUCT (Billed at 95th Percentile)

WHOLESALE METERED INTERNET
GOV METERED INTERNET
RETAIL METERED INTERENT

MRC	NRC
Price/Mbps	
\$0.55	\$350
\$0.65	\$400
\$0.75	\$500

LEGACY NETWORK CHARGES

To be discontinued

ALL CURRENT BILLED RATES APPLY THROUGH 12/31/24
NO NEW CONNECTIONS AVAILABLE

COLOCATION

charged per item per facility		MRC
Full Rack		\$400
Half Rack		\$250
One Quarter Rack		\$150
DC Power		\$18
Additional 20-amp AC circuits		per each 5 amps of total installed breaker capacity. By request. Cost to be determined if available.

FIBER LINE EXTENSION CHARGES

See Broadband tab of JPUD website for published maps of project areas.

AREA	W/n Take Rate	Past Take Rate	Past Footage Limit
UNFUNDED SERVICE ZONE	All construction charges billed to customer.	All construction charges billed to customer.	All construction charges billed to customer.
GRANT FUNDED PROJECT AREAS	No charge to eligible customers for fiber construction and equipment installation. Limited to ~1000 ft.	\$750 to eligible customers for fiber construction and equipment installation. Limited to ~1000 ft.	A portion of construction charges beyond 1100 ft billed to customer.
DESIGNATED AREAS ADJACENT TO GRANT PROJECTS	\$750 to eligible customers for fiber construction and equipment installation. Limited to ~500 ft.	n/a	A portion of construction charges beyond 550 ft billed to customer.
BUSINESS DISTRICT LOAN PROJECT AREAS (Requires UBI#)	\$1,200 to eligible customers for fiber construction and equipment installation. Limited to ~500 ft.	n/a	A portion of construction charges beyond 550 ft billed to customer.

OTHER BROADBAND PRODUCTS

RETAIL WIFI & MESH ROUTER RENTAL

Speeds	2.5/2.5 GbpsOutdoor	1/1 Gbps
MRC	\$25	\$10

RETAIL HOME CONTROL APP SUITE

MRC	\$10
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RETAIL VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SERVICE

Local, long distance, and limited international telephone line with numerous features.

RETAIL MRC	
Basic Package	\$15
Premium Package	\$25
PUD Verified Low-Income Discount	-\$5
Full Business Solution	Request Quote

LABOR CHARGES

Applies to any requested work not included in installation, or for work on non PUD facilities

DURING OFFICE HOURS	\$150 per hour	30 minutes minimum
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8am to 4:30pm, Monday through Friday, excluding holidays.

AFTER HOURS	\$200 per hour	1hr. minimum
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4:30pm to 8am, Monday through Friday and anytime weekends and holidays.

Note 1. RETAIL PON CONNECTION: These rates are available for a shared best-effort connection on the PON network. These rates are only available for direct service to residential, business, and government retail customers. There are three sets of rates:

- Internet + WiFi. This product includes a fiber modem equivalent and WiFi router. The end-user may not resell this product.
- Internet + WiFi Low Income Program Eligible. These rates include a discount and are available only to households who have applied for and been approved to receive JPUD Low Income Program Rates. This product includes a fiber modem equivalent and WiFi router. The end-user may not resell this product.
- Internet + WiFi + Dedicated IP. The PUD will provide a permanent fixed IP address for this customer. The end-user may not resell this product, with the exception being the 5/5 Gbps package which may be used to resell internet only, within Multi-Tenant Units (MTUs). An additional non-recurring engineering charge applies to MTUs utilizing the 5/5 Gbps product. This product includes a fiber modem equivalent and WiFi router.

Note 2. WHOLESALE PON CONNECTION: These are the wholesale rates available to any approved ISP on the PUD network who wishes to purchase PON connections and resell them to end users.

- PON PORT (w/JPUD Internet and IP. No WiFi). PON connection via ethernet port at the End User Premises that includes routing to and from the Internet. Includes optical modem equivalent but no WiFi router.
- PON PORT (w/JPUD Internet and Dedicated IP. No WiFi). PON connection via ethernet port at the End User Premises that includes routing to and from the Internet. JPUD will provide a permanent fixed IP address for end users over this connection. Includes optical modem equivalent but no WiFi router.
- PON PORT (no internet, no IP, no WiFi). PON connection via ethernet port at the End User Premises that does not include an Internet connection, nor assignment of PUD owned IP addresses, nor a WiFi router. If the ISP chooses this product, it must also buy Network Transport and possibly Colocation, and/or Internet Access. Includes optical modem equivalent.
- Low Income Program Eligible Rates (LIPE): Wholesale PON Connections serving End Users qualified by JPUD as eligible for Low Income Program rates. JPUD must provide verification before rate is applied. JPUD strongly encourages ISPs to match the discount provided in the Low Income Program Eligible rates.

Note 3. Network Transport. This is a lit Layer 2 fiber connection to a port on a JPUD Core Device. Network Transport requires an MRC and NRC charge per each End Point and per each Core Device Port utilized. End points require direct fiber connections and are not available over PON connections.

Network Transport connections are available as retail directly to businesses, as retail directly to government locations, or on a wholesale basis to approved ISPs.

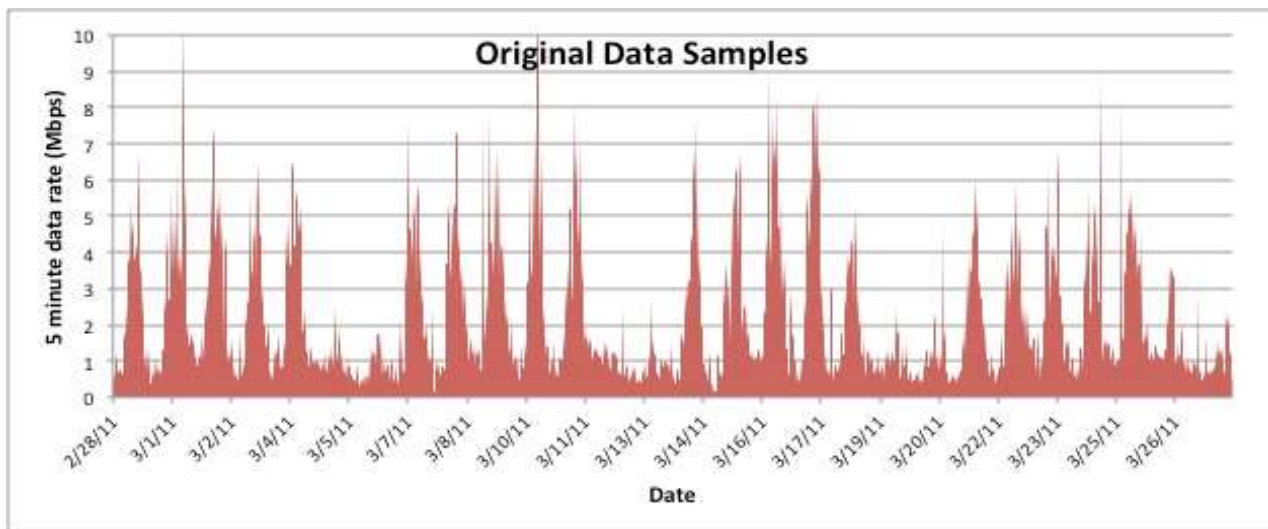
Note 4. Internet Access. This product can be purchased as a retail or wholesale product. For all uses, the customer must also buy at least one Network Transport Connection. There are separate rates for retail, wholesale, and government connections. Corresponding non-recurring engineering charge applies to each internet access connection.

There are two options for purchasing this product – dedicated or metered.

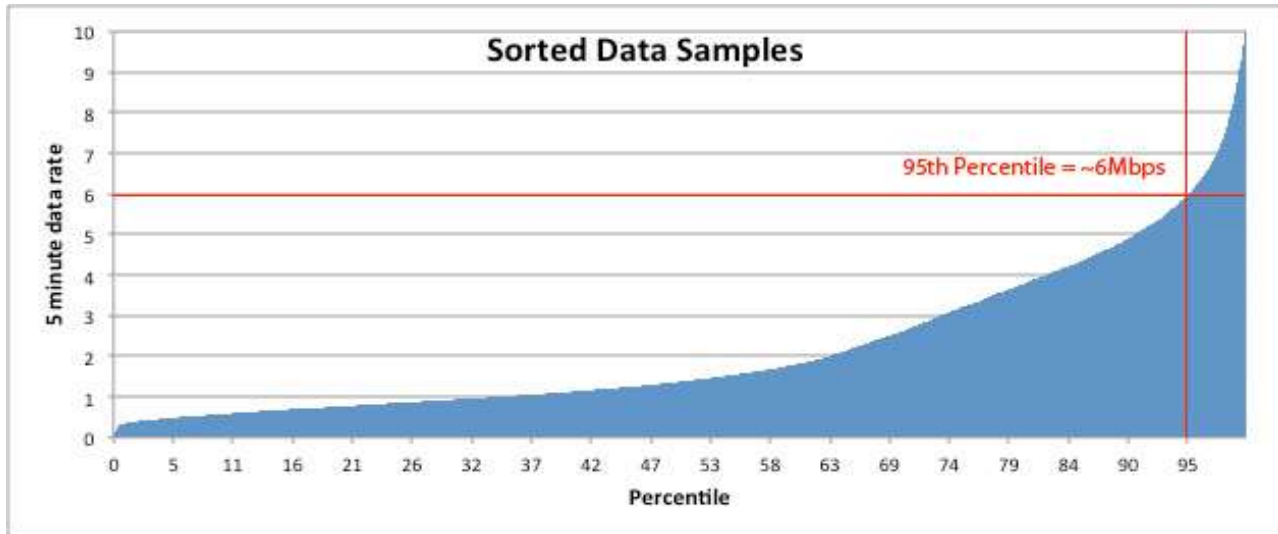
- **Dedicated.** With the dedicated product the customer or the ISP presubscribes to a specific broadband speed of their choosing (must be rounded to the nearest 100Mbps). The monthly recurring charge is determined by multiplying the subscribed speed (e.g., 500 Mbps) by the per megabit per second rate assigned to their customer class (i.e., retail, gov, wholesale). Service is delivered at or above the 95th percentile. A non-recurring engineering charge applies to each Internet Access connection.
- **Metered.** With the metered product the customer or the ISP subscribers will pay for actual peak internet usage for the month measured at the 95th percentile. Usage on the connection will be measured and billed at the 95th percentile of usage, as described below. A non-recurring engineering charge applies to each Internet Access connection.

Billing at the 95th Percentile

Over the course of the billing period, ISP data usage, measured in Mbps, is recorded in 5-minute intervals. At the end of the month these bandwidth recordings are sorted highest to lowest and the highest 5% of the recorded samples are removed. The ISP is then billed at the value on the published rate table that falls at the 95th percentile of bandwidth used.



JPUD BROADBAND NETWORK SCHEDULE OF RATES AND CHARGES



Note 5. Legacy Rates. Legacy rates apply to any broadband connection utilizing network equipment tied to JPUD's Juniper core router. The District plans to eventually retire this network and doesn't plan on adding any new connections.

Any ISP using the legacy network will continue to be billed at the then current rates in place prior to the adoption of these rates, until such time as connections are cancelled or moved to the new JPUD Network being constructed in 2023 that will provide both PON and Active services.

JPUD BROADBAND NETWORK SCHEDULE OF RATES AND CHARGES

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Note 3. Network Transport. This is a lit Layer 2 fiber connection ~~between JPUD's Core Network and one or more End Points to a port on a JPUD Core Device. Network Transport requires an MRC and NRC charge per each End Point and per each Core Device Port utilized. End points require direct fiber connections and are not available over PON connections. To provide a few examples:~~

- ~~Network Transport can be used to connect JPUD and an ISP to interexchange broadband traffic. In this case there would be a charge for one Core connection and one End Point at ISP's data center. The Core port can serve as either a single or aggregating connection. Non-recurring engineering charges apply for each Core port and end point.~~
- ~~Network Transport can be used to connect multiple locations in the PON network. For example, a bank that wants to connect two branches within the PON network would be charged for one~~

Adopted Aug 15, 2023

JPUD BROADBAND NETWORK SCHEDULE OF RATES AND CHARGES

~~core connection and two end points. Any additional bank locations on the network would each be charged for additional end points. Non-recurring engineering charges apply for each core port and end point.~~

- ~~• End points require direct fiber connections and are not available over PON connections.~~

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The Network Transport ~~connections are~~ rate is available as retail directly to businesses, as retail directly to government locations, or on a wholesale basis to approved ISPs.

Note 4. Internet Access. This product can be purchased as a retail or wholesale product. For all uses, the customer must also buy at least one Network Transport Connection. There are separate rates for retail, wholesale, and government connections. Corresponding non-recurring engineering charge applies to each internet access connection.

There are two options for purchasing this product – dedicated or metered.

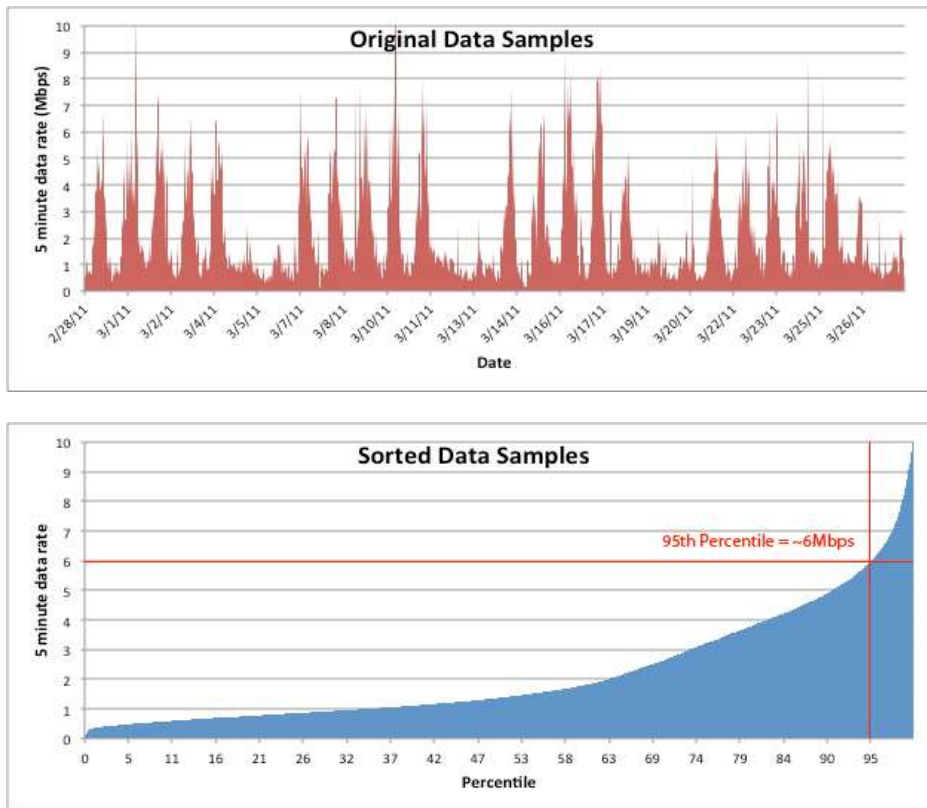
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Adopted Aug 15, 2023

JPUD BROADBAND NETWORK SCHEDULE OF RATES AND CHARGES



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Adopted Aug 15, 2023

OPEN ACCESS PROVIDER AGREEMENT



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

RECITALS: Customer desires to obtain Communication Transport Services ("CTS") on JPUD's Open Access Broadband Network; and

JPUD agrees to provide CTS and allow Customer to terminate its signal cable in facilities generally described in an attached associated Service Request.

Customer agrees to provide its services offered pursuant to this Agreement on an Open Access basis consistent with the Broadband Service Policies adopted by JPUD.

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

Overview: This Agreement states the general terms and conditions by which JPUD will deliver, and Customer will receive, any or all CTS provided by JPUD. This Agreement is intended to cover any and all CTS ordered by Customer and provided by JPUD. Customer may use services only for authorized and lawful purposes.

1. **Delivery of Services:** By submitting a Service Request, Customer agrees to take and pay for, and, by accepting the Service Request it becomes a Service Order, and JPUD agrees to provide the services(s) during the term described on the Service Order. JPUD has the right to limit the manner in which any portion of its network and facilities ("Network" or "JPUD Facilities") is used in order to protect the technical integrity of the Network. JPUD is not liable or responsible for content, errors in transmission, or failure to establish connection.
2. **Installation and Interconnection of Services:** Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, JPUD will pay for, provide, install, maintain, operate, control, and own any equipment, cable or facilities connected

to the Network ("System Equipment"), which equipment at all times remains JPUD's personal property, regardless of where located or attached. JPUD may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. JPUD has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom JPUD contracts. If, in responding to a Customer initiated service call, JPUD reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer provided equipment or software, Customer will pay JPUD for such service call at JPUD's then prevailing rates.

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

3. **Term:** Subject to the provisions of Sections 11 and 12, the initial term for each service will commence on the date indicated in the applicable Service Order. Thereafter, the service automatically renews for an additional 1-year term unless terminated by either party upon no less than 30 days' written notice prior to the end of the initial term, any time after the initial term, or unless otherwise agreed to in the Service Request. Any subsequent or renewal terms shall assume the same terms and conditions as the initial term unless otherwise stated in the Service Request. Written notice of termination shall be provided as required in Section 25. Upon termination of this Agreement, all rights of Customer to order new services cease and JPUD has no further obligations to furnish new services to Customer.
4. **Fees and Payment Terms:** Customer shall pay all fees due for services according to the prices and terms listed in the Service Order. Upon completing provisioning, installation and testing of the System Equipment needed to provide services ordered by Customer,

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

5. **Interest:** Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.
6. **Early Termination Charges:** If (a) Customer terminates this Agreement or any Service Order hereunder for reasons other than Cause; or (b) JPUD terminates this Agreement or any Service Order hereunder pursuant to Sections 11 or 12, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the "MRC" for the then current term remaining in the unexpired portion of the then current Service Order, plus (iii) a pro rata portion of any and all credits received by Customer. If Customer desires to cancel a Service Order prior to accepting the services the following conditions apply, (I) where a Service Request is canceled by Customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires special design work is canceled after the design work has begun, JPUD will charge an amount equal to the cost incurred for the associated design work time and materials to date, and (III) if cancellation is requested after completion of an installation, it will be treated as an early termination of service and is pursuant to the terms and conditions of this Section 6. In the event of early termination by either Party, Customer shall not be entitled to reimbursement of fees already paid to JPUD and shall not be entitled to receive services from JPUD as specified in the Agreement.
7. **Limitation of Liability:** The total liability of JPUD to Customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by Customer to JPUD under this agreement for the one (1) month period prior to accrual of the most recent cause of action. In no event shall JPUD be liable for special, punitive, consequential, or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

8. **Force Majeure:** Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, pandemics, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.
9. **Assumption of Risk:** Customer recognizes that use of the Premises and JPUD's System Equipment including its Network shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.
10. **Indemnity:** Customer agrees to indemnify, defend, and hold harmless JPUD, and its Commissioners, officers, directors, employees, agents, and other representatives of JPUD. Customer shall indemnify, defend, and hold harmless JPUD from all losses or damages arising from Customer's breach of this Agreement, violation of any third-party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any service provided hereunder. Subject to the provisions of Section 7, JPUD agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of JPUD.
11. **Termination by JPUD:** JPUD may terminate this Agreement or any Service Order hereunder, or suspend services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within thirty (30) days of invoice date; or (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the services; or (c) if Customer provides false information to JPUD regarding Customer's identity, creditworthiness, or its planned use of the services; or (d) if JPUD deems it necessary to take any reasonable and lawful action to protect the property and rights of JPUD, and existing and potential customers of JPUD's services.
12. **Termination for Cause:** Either Party may terminate this Agreement for Cause. "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
13. **Resale of Services:** Any service provided under this Agreement may be resold to or shared with other persons or entities at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate

actions to enforce such a determination, and for immediately notifying JPUD of any unauthorized use. JPUD has no obligation to provide notice to or otherwise communicate with the users or customers of Customers. In all its service offerings, Customer shall follow JPUD's Broadband Service Policies in its service offerings to its end-user customers, which by this reference are incorporated as if fully set forth herein, and such policies may be updated by the Board of Commissioners from time to time.

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

19. **Remedies not Exclusive:** The remedies provided in this Agreement shall be in addition to all other remedies to which JPUD may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.
20. **Jurisdiction; Venue:** The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The parties agree not to claim that Washington is an inconvenient place for trial. The venue of any such legal action shall be Jefferson County Superior Court of the State of Washington.
21. **Entire Agreement:** This Agreement and any addendums, attachments, Service Orders, the most current Broadband Service Policies, and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References herein to exhibits mean exhibits to this Agreement unless the context indicates otherwise.
22. **Waivers:** No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.
23. **Use of Name and Trademarks:** Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.
24. **Confidentiality:** Customer shall treat all information made available or disclosed to, or developed or obtained by, Customer as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than JPUD; provided however, that Customer shall have no obligation with respect to that portion of Confidential Information which is disclosed by JPUD to others without any restriction on use or disclosure, or which must be disclosed to others under law. If Customer receives a request for Confidential Information from a third party, Customer shall promptly notify JPUD in writing of such request, and if Customer in good faith believes it is obligated to disclose the requested Confidential Information, JPUD and/or Customer shall be given

the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of JPUD or Customer.

25. **Notices:** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be delivered in writing via email.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts.

Customer

By:

Name _____

Title: _____

Date: _____

Public Utility District No.1 of Jefferson County

By:

Name _____

Title: _____

Date: _____

MASTER SERVICE AGREEMENT FOR COMMUNICATION TRANSPORT SERVICES



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

RECITALS: Customer desires to obtain Communication Transport Services (“CTS”) on JPUD’s Open Access Broadband Network; and

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

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

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

1. **Delivery of Services:** By submitting a Service Order Summary, Customer agrees to take and pay for, and, by accepting the Service Order, JPUD agrees to provide, the services(s) during the term described on the Service Order. JPUD has the right to limit the manner in which any portion of its network and facilities (“Network” or “JPUD Facilities”) is used in order to protect the technical integrity of the Network. JPUD is not liable or responsible for content, errors in transmission, or failure to establish connection.
2. **Installation and Interconnection of Services:** Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, JPUD will pay for, provide,

install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains JPUD's personal property, regardless of where located or attached. JPUD may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. JPUD has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom JPUD contracts. If, in responding to a Customer initiated service call, JPUD reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer provided equipment or software, Customer will pay JPUD for such service call at JPUD's then prevailing rates.

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

3. **Term:** Subject to the provisions of Sections 11 and 12, the initial term for each service will commence and end on the dates indicated in the applicable Service Order. Thereafter, the service automatically renews for successive 1-year terms unless terminated by either party upon no less than 30 days' written notice prior to the end of the initial or renewal term, or unless otherwise specified in the Service Order Summary. Any subsequent or renewal terms shall assume the same terms and conditions as the initial term unless otherwise stated in the Service Order Summary. This Agreement shall continue until so terminated by written notice as provided in Section 25. Upon termination of this Agreement, all rights of Customer to order new services cease and JPUD has no further obligations to furnish new services to Customer.

4. **Fees and Payment Terms:** Customer shall pay all fees due for services according to the prices and terms listed in the Service Order. Upon completing provisioning, installation and testing of the System Equipment needed to provide services ordered by Customer, JPUD will notify Customer that the services are available for Customer's use. These services are subject to but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order. JPUD reserves the right to change the MRC for such services at any time, after the initial term hereof upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Customer. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. JPUD reserves the right to recover any additional installation charges accrued during installation.
5. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.
6. **Early Termination Charges:** If (a) Customer terminates this Agreement or any Service Order hereunder for reasons other than Cause; or (b) JPUD terminates this Agreement or any Service Order hereunder pursuant to Sections 11 or 12, then Customer will pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the "MRC" for the then current term (and any pro rata portion thereof for any partial then current term) remaining in the unexpired portion of the then current term on the date of such termination, plus (iii) a pro rata portion of any and all credits received by Customer. If Customer desires to cancel a Service Order prior to accepting the services the following conditions apply, (I) where a Service Order Summary is canceled by Customer prior to the start of any design work or installation of facilities, no charge applies, (II) when a service that requires special design work is canceled after the design work has begun, JPUD may collect charges equal to the cost incurred for the associated design work time and materials to date, and (III) if cancellation is requested after completion of an installation, it will be treated as an early termination of service and is pursuant to the terms and conditions of Section 6. In the event of early termination by either Party, Customer shall not be entitled to reimbursement of fees already paid to JPUD and shall not be entitled to receive services from JPUD as specified in the Agreement.

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

12. **Termination for Cause:** Either Party may terminate this Agreement for Cause. “Cause” shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.
13. **Resale of Services:** Any service provided under this Agreement may be resold to or shared with other persons or entities at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying JPUD of any unauthorized use. JPUD has no obligation to provide notice to or otherwise communicate with the users or customers of Customers.
14. **Assignment:** Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of JPUD, which consent it will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.
15. **Taxes:** Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by JPUD which JPUD does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by JPUD, Customer shall immediately remit the same to JPUD or the agency, as directed by JPUD, even if such assessment arises after the termination of this Agreement.
16. **Representations and Warranties:** Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. JPUD represents and warrants to Customer that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, JPUD MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION,

DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

17. **Governing Law:** This Agreement is governed by and subject to the laws of the State of Washington, excluding its principles of conflicts of law.
18. **Litigation:** If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.
19. **Remedies not Exclusive:** The remedies provided in this Agreement shall be in addition to all other remedies to which JPUD may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.
20. **Jurisdiction; Venue:** The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The parties agree not to claim that Washington is an inconvenient place for trial. The venue of any such legal action shall be Jefferson County Superior Court of the State of Washington.
21. **Entire Agreement:** This Agreement and any addendums, attachments, Service Orders and other documents incorporated herein constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References herein to exhibits mean exhibits to this Agreement unless the context indicates otherwise.
22. **Waivers:** No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

23. **Use of Name and Trademarks:** Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

24. **Confidentiality:** Customer shall treat all information made available or disclosed to, or developed or obtained by, Customer as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than JPUD; provided however, that Customer shall have no obligation with respect to that portion of Confidential Information which is disclosed by JPUD to others without any restriction on use or disclosure, or which must be disclosed to others under law. If Customer receives a request for Confidential Information from a third party, Customer shall promptly notify JPUD in writing of such request, and if Customer in good faith believes it is obligated to disclose the requested Confidential Information, JPUD and/or Customer shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of JPUD or Customer.

25. **Notices:** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be delivered in writing via email.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts.

Customer

By:

Name _____

Title: _____

Date: _____

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

RESOLUTION NO. 2023-XXXX

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington rescinding previous rates and agreements and adopting new and revised rates, charges and agreements for Retail and Wholesale Broadband Services.

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 for Retail and Wholesale Broadband Services, and the Board of Commissioners also reviewed these rates and policies on April 20, 2021, May 4, 2021 and May 25, 2021 and September 6, 2022; and

WHEREAS, at its June 15, 2021 Regular meeting, the Board of Commissioners, authorized staff to apply for 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, consistent with Engrossed Substitute House Bill 1336 and Senate Bill 5383, the PUD has been consulting with the Washington State Broadband Office and provided formal

notice regarding its intent to provide Broadband Services in Resolution No. 2021-037;

WHEREAS, it is necessary for grant purposes to adopt current rates, charges and policies for Retail and Wholesale Broadband Services; and

WHEREAS, attached are revised retail and open access rates, and open access agreement that are consistent with state law and grant requirements and the Board of Commissioners reviewed all such policies at its regular meetings on September 5, 2023; and

WHEREAS, also attached is a revised Open Access Provider Agreement for wholesale customers of the PUD.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the foregoing recitals are incorporated into this resolution by this reference; and

BE IT FURTHER RESOLVED that the rates, charges for Retail and Wholesale Broadband Services, attached as Exhibits to this Resolution are reasonable and hereby adopted and will be effective as of September 5, 2023; and

BE IT FURTHER RESOLVED, the revised Open Access Provider Agreement attached as an Exhibit is hereby approved.

ADOPTED at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 5th day of September, 2023.

Kenneth Collins, President

Jeff Randall, Vice President

Dan Toepper, Secretary