

Special Meeting Agenda

PUD Board of Commissioners

Monday, October 16, 2023 10:00 AM

Zoom and 310 Four Corners Rd

Port Townsend, WA 98368

and online via zoom



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.

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. Executive Session

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

4. Energy Northwest Resolution

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[Resolution Supporting Energy Northwest 2023 10 13.pdf](#) 

Recommended Action: Adopt Resolution 2023-XXXsupporting Energy Northwest and authorizing participation in funding a feasibility study.

5. Adjourn

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

RESOLUTION NO. 2023-XXX

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County (the “PUD”), Washington supporting Energy Northwest and authorizing participation in funding a feasibility study

WHEREAS, the PUD is a member of Energy Northwest and as part of its membership, a Commissioner sits on its Board of Directors; and

WHEREAS, Energy Northwest is currently conducting a study to explore the costs, risks, benefits, and funding models of a potential new nuclear power generating project in Washington State (the “Study”) and

WHEREAS, in furtherance of the Study, Energy Northwest has requested that its members contribute funds to defray its costs: and

WHEREAS, attached to this Resolution is a proposed Contribution Agreement providing for payment to Energy Northwest in furtherance of the Study.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington the above recitals are incorporated herein, and hereby supports the Study by Energy Northwest and agrees to provide funding in the amount of Thirty-Five Thousand Dollars and No/100 (\$35,000).

IT IS FURTHER RESOLVED that the General Manager is authorized to execute the attached Contribution Agreement so long as the form is substantially similar to the attached version.

ADOPTED at a special meeting of the Board of Commissioners of Public Utility District

No. 1 of Jefferson County, Washington, at an open meeting held this 16th day of October, 2023.

Ken Collins, President

Jeff Randall, Vice President

Dan Toepper, Secretary

CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is by and between Energy Northwest, a municipal corporation and joint operating agency of the State of Washington and doing business by and through its Business Development Fund, (“EN”), and Public Utility District No. 1 of Jefferson County, a public utility district in the State of Washington, (“Jefferson County PUD”).

RECITALS

WHEREAS, EN is in the process of conducting a study to explore the costs, risks, benefits, and funding models of a potential new nuclear power generating project in Washington State (the “Study”); and

WHEREAS, EN has solicited financial contributions from utilities within the region, including from Jefferson County PUD, to pay for the costs of the Study; and

WHEREAS, Jefferson County PUD desires to make a financial contribution of \$35,000 towards the Study pursuant to the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Payment.** Jefferson County PUD shall make a fixed, one-time payment of \$35,000 as Jefferson County PUD’s financial contribution toward costs of the Study (the “Contract Price”). Following execution of this Agreement, EN shall submit a one-time invoice to Jefferson County PUD for the total Contract Price. Jefferson County PUD shall pay the invoice within thirty (30) days of receipt. EN shall be responsible for all applicable taxes (if any).

2. **Study.** EN shall provide all necessary resources and take all necessary actions consistent with applicable industry standards to conduct the Study. In further consideration for Jefferson County PUD’s payment of the Contract Price, EN shall further provide Jefferson County PUD: (i) progress updates on the study; and (ii) copies of Department of Energy Loan Program Office applications(s) upon request.

3. **Confidentiality.** EN will disclose Information to Jefferson County PUD in connection with this Agreement, only upon the condition that on the receipt of such Information that Jefferson County PUD will comply with the provisions for treatment of Information as set forth herein.

For the purpose of this Section, “Information” shall mean any and all materials and information furnished by EN to Jefferson County PUD that are (i) related or connected to the Study or the subject matter thereof; (ii) conspicuously marked as confidential or proprietary; and (iii) not publicly available. Information also includes information and data supplied to EN by third parties who maintain a claim of confidentiality in the information supplied to EN, provided that such third-party information and data meet the other requirements of this Section.

Information shall be disseminated within the organization only to those who have a "need to know". Such dissemination within Jefferson County PUD’s organization shall include advising such personnel of the requirements of this Agreement. Jefferson County PUD shall at all times remain

responsible for the fulfillment of the obligations of this Section by Jefferson County PUD's employees; PROVIDED, Jefferson County PUD shall not be liable for any inadvertent disclosure of Information despite the exercise of reasonable care.

In the event that Jefferson County PUD is required in any judicial proceeding or by any governmental authority, or by law or regulation, including the Washington State Public Records Act (Chapter 42.56 RCW), to disclose any Information, Jefferson County PUD shall provide EN with prompt written notice of such requirement or order, unless prohibited under applicable law, rule, or regulation, so to provide EN with a reasonable opportunity to the extent permitted to seek a protective order or other appropriate remedy, at EN's sole cost and expense, and/or waive compliance with the provisions of this Section. Failure of EN to obtain a protective order or other appropriate remedy within the opportunity provided (if any) shall be deemed a waiver of the provisions of this Section.

The parties hereto have executed this Agreement as of the date last written below:

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

ENERGY NORTHWEST

Accepted By: _____
Name: _____
Title: _____
Date: _____

Accepted By: _____
Name: Cassandra Otto
Title: Lead Procurement Specialist
Date: _____