

## Regular Meeting Agenda

### Regular Meeting

Tuesday, November 19, 2024 4:00 PM  
310 Four Corners Rd. and per ZOOM  
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.

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. **Roll Call**

Establishment of Quorum by confirming attendance of commissioners present.

#### 3. **Agenda Review**

Recommended Action: Approve a Motion to adopt agenda as presented

#### 4. **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)









#### 5. **Manager and Staff Reports**

For information only, not requiring a vote.

#### 6. **Commissioner Reports**

## 7. Consent Agenda




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

- |     |  |         |
|-----|--|---------|
| 7.1 | Prior Minutes<br><a href="#">PUD BOC Regular Meeting 10-15-2024 Minutes Draft.pdf</a>   | 4 - 8   |
| 7.2 | Vouchers<br><a href="#">Voucher Apprvl Form for BOC 11 19 24.pdf</a> <br><a href="#">Voucher Cert with Supporting Warrant Reg &amp; PR 11 19 24.pdf</a>                      | 9 - 37  |
| 7.3 | Financial Report<br><a href="#">Agenda Report-Written Off Accounts-11-19-2024.docx</a> <br><a href="#">Written Off Accounts Motion 11-19-2024.docx</a>                      | 38 - 40 |
| 7.4 | Calendar<br><a href="#">BOC Calendar November 19, 2024.docx</a>   | 41      |
| 7.5 | Correspondence Log<br>No Correspondence Log  |         |
| 7.6 | ILA Port of Port Townsend Resolution<br><a href="#">Resolution For ILA with Port for IT services 2024 10 31.docx</a> <br><a href="#">POPT ILA DRAFT 2024- Clean.pdf</a>  | 42 - 47 |

## 8. Old Business

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

- |     |   |         |
|-----|---|---------|
| 8.1 | Utility Assistance Grants<br><a href="#">Utility Assistance Grants Agenda Report 11.19.24.docx</a> <br><a href="#">Draft Resolution Creating Utility Assistance Grant Shut off Protection v.5.docx</a>  | 48 - 52 |
| 8.2 | Water Leak Policy Update<br><a href="#">Agenda Report Water Leak Adj 11.19.24.docx</a> <br><a href="#">Draft Water Leak Resolution v. 004 11.19.2024.docx</a>    | 53 - 56 |

- 8.3 Capacity Charge Resolution 57 - 61  
[AGENDA REPORT - Capacity Charges 11-19-24 v.002.docx](#)   
[Resolution for Capacity Fee Adoption 2024 11 19.pdf](#) 
- 8.4 ILA Port Hadlock 62 - 92  
[2024 11 15 PUD-County ILA for Operation of PHUGA Sewer System - FINAL.pdf](#) 

## 9. New Business

- 9.1 Memberships, Councils and Committees for 2025 93 - 94  
[Memberships Councils and Committees for 2025.docx](#) 

## 10. Adjourn

Public Utility District No. 1 of Jefferson County is an Equal Opportunity Provider and Employer



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

**October 15, 2024**

**Board of Commissioners  
Regular Meeting**

**Draft Minutes**

**Present:**

Commissioner Jeff Randall, President  
Commissioner Dan Toepper, Vice President  
Kevin Streett, General Manager  
Joel Paisner, PUD General Counsel  
Mike Bailey, Finance Director/Treasurer  
Will O'Donnell, Broadband and Communications Director  
Jose Escalera, Joint Utility Specialist  
Jimmy Scarborough, Electrical Engineering Manager  
Ryan McCullough, IT Support Technician  
Jennifer Dyrseth, Customer Service Manager  
Annette Johnson, Executive Assistant/Records Officer  
Don McDaniel, PUD Consultant  
Cammy Brown, Recording Secretary

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1. **CALL TO ORDER.** Commissioner Jeff Randall called the Regular Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners for October 15, 2024, to order at 4:00 p.m.

2. **ROLL CALL.** Roll call was taken and all three commissioners were present. A quorum was established. Commissioner Jeff Randall read the guidelines for virtual on-line and in-person participation.

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Regular Board Meeting  
October 15, 2024  
Draft Minutes

3. **AGENDA REVIEW.** There no changes to the agenda.

**MOTION:** Commissioner Dan Toepper made a motion to approve the agenda as presented. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

4. **PUBLIC COMMENT.** Commissioner Jeff Randall read the guidelines for submitting public comment. There was no public comment.

5. **MANAGER AND STAFF REPORTS.** General Manager Kevin Streett presented the manager and staff reports. Topics abbreviated.

- Project for Kids.
- Energy Northwest Security.
- Broadband and Communications Director Will O'Donnell reported on underground power at Marrowstone Island.
- General Manager Kevin Street went over his schedule.

6. **COMMISSIONERS' REPORTS.**

**Commissioner Kenneth Collins:**

- 10/10 Attended ICG meeting remotely. Report.
- 10/11 Met with General Manager Kevin Streett.
- 10/16 Will attend meeting with General Manager at Cape George.
- 10/17 Will meet with General Manager Kevin Street and PURMS representative.
- 10/18 Will meet with General Manager Kevin Streett.
- 10/18 Will attend PUD BOC Special meeting.
- 10/25 Will meet with General Manager Kevin Streett.
- 10/29 Will attend PUD BOC Special meeting.
- 11/01 Will meet with General Manager Kevin Streett.

**Commissioner Dan Toepper**

- 9/29 Attended NoaNet meeting.
- 10/10 Attended ICG meeting. Report.
- 10/11 Met with General Manager Kevin Streett.

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- 10/11 Received email from a water customer.
- 10/17 Will attend WPUDA Budget committee meeting.
- 10/18 Will attend PUD BOC Special meeting.
- 10/25 Will meet with General Manager Kevin Streett.
- 10/29 Will attend PUD BOC Special meeting.

**Commissioner Jeff Randall**

- 9/29 Attended NoaNet meeting.
- 10/10 Attended ICG meeting. Report.
- 10/14 Spoke with Amanda Christofferson, grant writer for Jefferson County. Report.
- 10/18 Will attend PUD BOC Special meeting.
- 10/22 Will attend Climate Action committee meeting.
- 10/23 and
- 10/24 Will attend Energy Northwest meetings.
- 10/29 Will attend PUD BOC Special meeting.
- 11/05 Will attend PUD BOC Special meeting.

**7. CONSENT AGENDA.**

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

7.1 Prior Minutes. (none)

7.2 Vouchers

Voucher Approval Form for BOC 10-15-2024.

Voucher Cert with Supporting Warrant Reg & PR 10-15-2024

**PAYMENTS TO BE APPROVED**

WARRANTS	AMOUNT	DATE
Accounts Payable: #137673 to #137705	\$ 144,953.75	10/03/2024
<b>TOTAL INVOICES PAID</b>	<b>\$ 144,953.75</b>	
 <b>ACH/ WIRE TRANSFERS PAID</b>		
Direct Deposit: # 88 to # 91	\$1,542,033.52	10/03/2024
ACH/Wire Transfer # 473 to # 473	\$ 14,328.62	10/02/2024
<b>PAYMENT TOTAL</b>	<b>\$1,701,315.89</b>	

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7.3 Financial Report  
August 2024 Financials.

7.4 Calendar  
BOC Calendar October 15, 2024.

7.5 Correspondence Log.

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## **END OF CONSENT AGENDA**

### **8. OLD BUSINESS.**

**8.1 Capacity Charge Resolution.** General Manager Kevin Streett gave a report.

**8.2 Wildfire Plan.** General Manager Kevin Streett presented the Wildfire Plan and gave a report.

**MOTION:** Commissioner Jeff Randall made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners adopt the 2024-2027 Wildfire Mitigation Plan and forward the plan to the Department of Natural Resources. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

**8.3 NoaNet.** Commissioner Dan Toepper gave a report. There was considerable discussion.

**8.4 2025 Budget Presentation.** General Manager Kevin Streett gave a report.

**MOTION:** Commissioner Kenneth Collins made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners approve the budget for calendar year 2025. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

### **9. NEW BUSINESS.**

**9.1 Low-income Shut-off Protection Program Resolution.** Services Director Jean Pepper gave a report. The resolution Creating Utility Assistance Grant Shut Off Protection will be on the Consent Agenda at the next regular board meeting.

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**10. ADJOURN.** Commissioner Jeff Randall adjourned the Regular Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners of October 15, 2024, at 5:43 p.m.

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Minutes prepared by Cammy Brown, Recording Secretary

**Approved:**

Commissioner Kenneth Collins, Secretary	Date
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**Attest:**

Commissioner Jeff Randall, President	Date
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Commissioner Dan Toepper, Vice President	Date
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*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.*



**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 **\$4,959,486.85** on this **19th** day of **November** **2024** ;

\_\_\_\_\_  
Jeff Randall  
President

\_\_\_\_\_  
Dan Toepper  
Vice President

\_\_\_\_\_  
Kenneth Collins  
Secretary

**PAYMENTS TO BE APPROVED:**

<b>WARRANTS</b>	<b>AMOUNT</b>	<b>DATE</b>
Accounts Payable: # 137881 to # 137958	\$ 318,006.55	10/31/2024
Accounts Payable: # 137959 to # 138004	\$ 428,539.67	11/7/2024
Payroll Checks: # 71169 to # 71170	\$ 6,813.96	11/8/2024
Payroll Direct Deposit:	\$ 254,275.26	11/8/2024
<b>TOTAL INVOICES PAID</b>	<b>\$1,007,635.44</b>	

<b>ACH/WIRE TRANSFERS PAID</b>	<b>AMOUNT</b>	<b>DATE</b>
Direct Deposit # 110 to # 130	\$ 2,686,272.02	10/31-11/7/2024
ACH/Wire Transfer # 482 to # 510	\$ 1,265,579.39	10/31-11/12/2024

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**PAYMENT TOTAL** **\$4,959,486.85**

**VOIDED WARRANTS**  
137739 \$ 1,335.00



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# Accounts Payable Check Register

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10/30/2024 To 11/12/2024

**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137739 10/10/24	CHK	9999	JAMES HENDRICKS	OCTOBER 2024 RENT REFUND	1,335.00 <b>VOID</b>
137881 10/31/24	CHK	9998	1532 APARTMENTS	Credit Balance Refund	20.13
137882 10/31/24	CHK	10808	A & J FLEET SERVICES, INC	VEH# 417 - OIL CHANGE	1,046.61
137883 10/31/24	CHK	10006	AFLAC	AFLAC BILL - MONTHLY	198.84
137884 10/31/24	CHK	10516	AIR SYSTEMS ENGINEERING INC	HVAC MAINT 191 OTTO ST Q4 2024	1,025.29
				HVAC MAINT 191 OTTO ST Q4 2024	83.45
				HVAC MAINT 191 OTTO ST Q4 2024	83.45
				HVAC MAINT 310 FOUR CRNRS Q4 2024	4,157.10
				HVAC MAINT 310 FOUR CRNRS Q4 2024	338.37
				HVAC MAINT 310 FOUR CRNRS Q4 2024	338.37
<b>Total for Check/Tran - 137884:</b>					6,026.03
137885 10/31/24	CHK	10152	AMERIGAS--6903	BULK PROPANE-10 OLYMPIC RIDGE DR	272.96
				BULK PROPANE-ALPINE CT	218.95
				BULK PROPANE-83 PINECREST	402.06
<b>Total for Check/Tran - 137885:</b>					893.97
137886 10/31/24	CHK	10447	ANIXTER INC.	4/0 URD TPX-STOCK	9,670.96
				J HOOK	765.80
<b>Total for Check/Tran - 137886:</b>					10,436.76
137887 10/31/24	CHK	11042	ARCHBRIGHT	50 LEARNER MOZZO SEATS 10/24-12/24	281.48
				50 LEARNER MOZZO SEATS 10/24-12/24	22.91
				50 LEARNER MOZZO SEATS 10/24-12/24	22.91
<b>Total for Check/Tran - 137887:</b>					327.30
137888 10/31/24	CHK	10339	BORDER STATES ELECTRIC	350 URD TPX,4/0 URD TPX,CUTOUT,BALLMARK	34,647.54
137889 10/31/24	CHK	10623	CARL H. JOHNSON & SON EXCAVATIN	EMERGENCY WATER LINE REPAIR- 20 CEDAR ST	2,880.24
				EMERGENCY WATER LINE REPAIR- 20 CEDAR ST	3,944.51
				EMERGENCY GROUND FAULT- 1571 CAPE GEORGE	4,844.04
<b>Total for Check/Tran - 137889:</b>					11,668.79

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137890 10/31/24	CHK	10036	CARL'S BUILDING SUPPLY, INC	BRASS MALE COUPLING - 640 GOSS RD	25.65
				BRASS MALE COUPLING - 640 GOSS RD	25.65
<b>Total for Check/Tran - 137890:</b>					51.30
137891 10/31/24	CHK	9998	BRIAN J CASSALERY	Credit Balance Refund	71.24
137892 10/31/24	CHK	10045	CENTURY LINK-S	PHONE SERVICE-MONTHLY	33.51
				PHONE SERVICE-MONTHLY	2.73
				PHONE SERVICE-MONTHLY	2.72
				PHONE SERVICE - MONTHLY	59.14
				PHONE SERVICE - MONTHLY	4.81
				PHONE SERVICE - MONTHLY	4.81
				PHONE SERVICE - MONTHLY	143.16
				PHONE SERVICE - MONTHLY	11.65
				PHONE SERVICE - MONTHLY	11.66
<b>Total for Check/Tran - 137892:</b>					274.19
137893 10/31/24	CHK	9998	HOUSTON CHEN	Credit Balance Refund	138.05
137894 10/31/24	CHK	11070	CUSTOM TRUCK ONE SOURCE,INC	16" FF BLOCK	21.82
				Y BALL 30K-ADDITIONAL	0.96
<b>Total for Check/Tran - 137894:</b>					22.78
137895 10/31/24	CHK	10501	D & L POLES	BORE CONDUIT - 126 GOLIAH LN	11,039.83
				EXCAVATION - 71 SOUTHPORT LN 7/30/2024	17,881.49
				BORE CONDUIT - 2155 DISCOVERY RD 9/10/24	12,653.96
<b>Total for Check/Tran - 137895:</b>					41,575.28
137896 10/31/24	CHK	9998	PATRICK H DAILEY	Credit Balance Refund	57.59
137897 10/31/24	CHK	10781	EVERGREEN CONSULTING GROUP, LLC	ENERGY CONSERVATION REBATE	2,367.32
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	200.00
				ENERGY CONSERVATION REBATE	80.00
				ENERGY CONSERVATION REBATE	1,200.00

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ENERGY CONSERVATION REBATE	200.00
				ENERGY CONSERVATION REBATE	828.00
				ENERGY CONSERVATION REBATE	1,200.00
				ENERGY CONSERVATION REBATE	80.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	750.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	35.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	200.00
				ENERGY CONSERVATION REBATE	200.00
				ENERGY CONSERVATION REBATE	140.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	200.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	1,711.80
				ENERGY CONSERVATION REBATE	1,200.00
				ENERGY CONSERVATION REBATE	800.00
				ENERGY CONSERVATION REBATE	462.00
				ENERGY CONSERVATION REBATE	5,660.50
<b>Total for Check/Tran - 137897:</b>					24,014.62
137898	10/31/24	CHK	10084	EXPRESS SERVICES, INC	
				HR ASSISTANT-WEEKLY	1,216.73
				HR ASSISTANT-WEEKLY	99.04
				HR ASSISTANT-WEEKLY	99.03
<b>Total for Check/Tran - 137898:</b>					1,414.80
137899	10/31/24	CHK	9998	ANNE FAIBROOK	65.41
137900	10/31/24	CHK	9998	REBECCA W FAISCA	92.01

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137901 10/31/24	CHK	10085	FASTENAL	MIS SUPPLIES	433.40
				MISC SUPPLIES	183.16
				MISC SUPPLIES	14.39
				MISC SUPPLIES	25.13
				MISC SUPPLIES	1.17
				MISC SUPPLIES	1.17
<b>Total for Check/Tran - 137901:</b>					658.42
137902 10/31/24	CHK	10821	FCS GROUP	RATE STUDY SRVC - 7/17/2024	2,686.50
				RATE STUDY SRVC - 7/17/2024	298.50
<b>Total for Check/Tran - 137902:</b>					2,985.00
137903 10/31/24	CHK	9998	JEFFREY FRETtingham	Credit Balance Refund	133.87
137904 10/31/24	CHK	10811	GDS ASSOCIATES INC.	WPAG ALLOCATION MONTHLY	628.73
				WPAG ALLOCATION MONTHLY	51.17
				WPAG ALLOCATION MONTHLY	51.18
<b>Total for Check/Tran - 137904:</b>					731.08
137905 10/31/24	CHK	10094	GENERAL PACIFIC, INC	CONDUIT 4" 90° SWEEP-W BELL 36"	2,312.05
				PVC CONDUIT 2" SCH 40-W BELLEND-GREY	23,460.86
<b>Total for Check/Tran - 137905:</b>					25,772.91
137906 10/31/24	CHK	10454	GLOBAL RENTAL COMPANY INC	AA55 DBLMN BUCKET VEH#414 10/09-11/05/24	3,709.40
				AT40-G BUCKETRNTL VEH#416 10/09-11/05/24	2,945.70
				D3060H-TR Digger VEH#426 10/10-11/06/24	6,764.20
				AT40-G BUCKETRNTL VEH#431 10/04-10/31/24	3,654.85
				AT37-G BUCKETRNTL VEH#410 10/05-11/01/24	2,727.50
				SPLICER VAN RNTL VEH#421 10/07-11/03/24	2,727.50
				AT40-G RNTL VEH#417 10/08-11/04/24	3,054.80
				AT40G S BUCKET VEH#430 10/08-11/04/24	3,109.35
<b>Total for Check/Tran - 137906:</b>					28,693.30
137907 10/31/24	CHK	10095	GOOD MAN SANITATION, INC	310 4CRNRS-RESTROOM UNIT MONTHLY	148.15

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
					310 4CRNRS-RESTROOM UNIT MONTHLY	12.06
					310 4CRNRS-RESTROOM UNIT MONTHLY	12.06
<b>Total for Check/Tran - 137907:</b>						172.27
137908	10/31/24	CHK	10323	GOOD TO GO	ACCT#1465323 - VEH# 115	13.00
137909	10/31/24	CHK	10098	GRAINGER	ARC FLASH FACESHIELD	173.22
137910	10/31/24	CHK	11111	HARTNAGEL BUILDING SUPPLY,INC.	GLASS EXTENSION - 310 4 CRNS LOBBY	252.63
					GLASS EXTENSION - 310 4 CRNS LOBBY	20.56
					GLASS EXTENSION - 310 4 CRNS LOBBY	20.57
<b>Total for Check/Tran - 137910:</b>						293.76
137911	10/31/24	CHK	10384	HDR ENGINEERING INC	TASK01 MISC ON CALL SVC 8/28-9/28/2024	19,852.01
137912	10/31/24	CHK	11037	HENERY HARDWARE & BUILDING SUP	ELBOW - 274 OTT OST - SALES TAX ONLY	1.36
					FINISH NAIL & PANEL NAIL - 191 SERVER RM	11.54
<b>Total for Check/Tran - 137912:</b>						12.90
137913	10/31/24	CHK	10518	J HARLEN COMPANY	CEMENTEX INSULATED HEX BIT# IH38-10	176.41
					KLEIN 12 POINT SLOTTED IMPACT SOCKET	163.62
					MILWAUKEE 7/16 LINEMANS IMPACT ADAPTER	170.20
<b>Total for Check/Tran - 137913:</b>						510.23
137914	10/31/24	CHK	9999	JAMES & LISBETH GILBERT	REFUND- SCOPE OF WORK CHANGE	264.00
137915	10/31/24	CHK	9999	JAMES HENDRICKS	OCTOBER 2024 RENT REFUND	1,335.00
137916	10/31/24	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	UTILITY PRMT 10/24/24 EAGLEMOUNT RD	311.00
137917	10/31/24	CHK	10321	JOINT APPRENTICESHIP/TRAINING CO	TRAINING-GALE - 3RD YR TRAINING	1,850.00
137918	10/31/24	CHK	10042	LANDIS & GYR TECHNOLOGY INC	FEILD SUPPORT FEE - SEP 2024	2,838.56
137919	10/31/24	CHK	9998	PAT R LANDIS	Credit Balance Refund	205.87
137920	10/31/24	CHK	10142	MASON COUNTY PUD #1	ELEC-DOSEWALLIPS RD-PUMP MONTHLY 2024	213.44
					ELECTRIC-1012 DUCKABUSH RD - FC MONTHLY	60.93

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# Accounts Payable Check Register

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ELECTRIC - BPA RD - PUMP MONTHLY	105.27
<b>Total for Check/Tran - 137920:</b>					379.64
137921	10/31/24	CHK 9998	LINDSEY M MEZA-TURNER	Credit Balance Refund	140.77
137922	10/31/24	CHK 9998	DOUG MORTON	Credit Balance Refund	5.82
137923	10/31/24	CHK 10333	MOSS ADAMS LLP	PROF SVC:ADDITIOANL CONSULT SRVC SEP 24	1,281.39
				PROF SVC:ADDITIOANL CONSULT SRVC SEP 24	104.30
				PROF SVC:ADDITIOANL CONSULT SRVC SEP 24	104.30
<b>Total for Check/Tran - 137923:</b>					1,489.99
137924	10/31/24	CHK 11113	NATIONAL METERING & TECHNICAL S	AMI METERING INSTALLATION-PAY APP 2	52,866.14
137925	10/31/24	CHK 9998	CARLOS NUNEZ	Credit Balance Refund	74.92
137926	10/31/24	CHK 10167	OFFICE DEPOT	OFFICE SUPPLIES - 193 OTTO ST	698.98
				OFFICE SUPPLIES - 193 OTTO ST	56.89
				OFFICE SUPPLIES - 193 OTTO ST	56.90
<b>Total for Check/Tran - 137926:</b>					812.77
137927	10/31/24	CHK 10170	OLYMPIC EQUIPMENT RENTALS	EXCAVATOR RENTAL - 31 WELSH LN	255.28
				EXCAVATOR RENTAL - 126 LEWIS AVE	321.12
<b>Total for Check/Tran - 137927:</b>					576.40
137928	10/31/24	CHK 11115	OLYMPIC TRAIL GOAT LLC	GOAT VEGETATION REMOVAL	-909.91
				GOAT VEGETATION REMOVAL	10,908.91
<b>Total for Check/Tran - 137928:</b>					9,999.00
137929	10/31/24	CHK 10171	ON LINE INFORMATION SERVICES	ONLINE UTILITY EXG REPORT-MONTHLY	189.75
137930	10/31/24	CHK 9998	SETH M OPPERT	Credit Balance Refund	122.62
137931	10/31/24	CHK 10181	PENINSULA PEST CONTROL	BI-MONTHLY OHA SVC 310 4 CRNR	46.91
				BI-MONTHLY OHA SVC 310 4 CRNR	3.82
				BI-MONTHLY OHA SVC 310 4 CRNR	3.82
				MONTHLY RODENT SVC 310 4 CRNR	37.53



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				MONTHLY RODENT SVC 310 4 CRNR	3.05
				MONTHLY RODENT SVC 310 4 CRNR	3.06
<b>Total for Check/Tran - 137931:</b>					98.19
137932	10/31/24	CHK 10183	PETRICKS LOCK & SAFE	REPLACE LOCKS - 191 SERVER ROOM DOORS	892.49
137933	10/31/24	CHK 10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE	172.00
				PRE-PAID POSTAGE	14.00
				PRE-PAID POSTAGE	14.00
<b>Total for Check/Tran - 137933:</b>					200.00
137934	10/31/24	CHK 10188	PLATT ELECTRIC SUPPLY	LAG SCREW 1/4 X 1 1/2	37.96
				LAG SCREW 1/4 X 1 1/2	121.36
				LAG SCREW 1/4 X 1 1/2	189.78
				CONDUIT 2" COUPLING-LONG LINE	358.03
				MILWAUKEE 1/4" X 3/8" SOCKET ADAPTER	42.81
<b>Total for Check/Tran - 137934:</b>					749.94
137935	10/31/24	CHK 9998	DEBORA A PONTILLO	Credit Balance Refund	12.15
137936	10/31/24	CHK 10197	PRINTERY COMMUNICATIONS	METER REPLACEMENT POSTCARDS - QTY 4,836	2,679.15
				TRI FOLD BROCHURES - JPUD CONNECT APP	168.73
				TRI FOLD BROCHURES - JPUD CONNECT APP	13.73
				TRI FOLD BROCHURES - JPUD CONNECT APP	13.74
<b>Total for Check/Tran - 137936:</b>					2,875.35
137937	10/31/24	CHK 10203	PURMS JOINT SELF INSURANCE FUND	EVEREST NTNL 2024 FRONTING GL RNWL 1YR	167.61
				EVEREST NTNL 2024 FRONTING GL RNWL 1YR	13.64
				EVEREST NTNL 2024 FRONTING GL RNWL 1YR	13.65
<b>Total for Check/Tran - 137937:</b>					194.90
137938	10/31/24	CHK 9998	THOMAS L ROBINSON	Credit Balance Refund	184.34
137939	10/31/24	CHK 9998	GREY C SCHAD	Credit Balance Refund	251.07
137940	10/31/24	CHK 9998	GREY C SCHAD	Credit Balance Refund	391.03

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137941 10/31/24	CHK	9998	JOEL C SCHULTZ	Credit Balance Refund	190.92
137942 10/31/24	CHK	10216	SECURITY SERVICES NW, INC.	TREE TRIMMING PROJECT LETTERS	72.52
137943 10/31/24	CHK	9998	SUSAN SKILLING	Credit Balance Refund	861.29
137944 10/31/24	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
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				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: COLIFORM/E.COLI 10/2/24	30.00
				TESTING: THM & HAA 8/19/24	180.00
				TESTING: THM & HAA 8/19/24	180.00
				TESTING: THM & HAA 8/19/24	180.00
				TESTING: THM & HAA 8/19/24	180.00
<b>Total for Check/Tran - 137944:</b>					<b>1,320.00</b>
137945 10/31/24	CHK	10234	STATE AUDITORS	ACCT AUDIT & ENERGY COMP ATTEST 9/24/24	1,703.83

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				ACCT AUDIT & ENERGY COMP ATTEST 9/24/24	138.68
				ACCT AUDIT & ENERGY COMP ATTEST 9/24/24	138.69
<b>Total for Check/Tran - 137945:</b>					1,981.20
137946	10/31/24	CHK 9998	ZA B THANG	Credit Balance Refund	150.38
137947	10/31/24	CHK 11026	THE CAR WASH PORT TOWNSEND	FLEET SERVICE - SEP 2024	45.82
137948	10/31/24	CHK 10824	THE PORT OF PORT TOWNSEND	JANITORIAL SRV 9/20 & 9/27/2024	1,058.94
				JANITORIAL SRV 9/20 & 9/27/2024	86.19
				JANITORIAL SRV 9/20 & 9/27/2024	86.19
<b>Total for Check/Tran - 137948:</b>					1,231.32
137949	10/31/24	CHK 9998	ISAIAH S TREIBEL	Credit Balance Refund	34.22
137950	10/31/24	CHK 10250	TYNDALE COMPANY, INC	PUD CLOTHING	64.32
				PUD CLOTHING	91.36
				PUD CLOTHING	103.54
				PUD CLOTHING	34.11
				PUD CLOTHING	36.23
				PUD CLOTHING	69.43
				PUD CLOTHING	141.89
<b>Total for Check/Tran - 137950:</b>					540.88
137951	10/31/24	CHK 10620	UPS	SHIPPING FEES 10/10/2024	164.48
137952	10/31/24	CHK 10730	USDA FOREST SERVICE	ANNUAL LAND USE FEE 1YR 1/1-12/31/25	150.58
				ANNUAL LAND USE FEE 1YR 1/1-12/31/25	12.26
				ANNUAL LAND USE FEE 1YR 1/1-12/31/25	12.25
<b>Total for Check/Tran - 137952:</b>					175.09
137953	10/31/24	CHK 10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB009/16-10/15/2024	446.13
				CELL PHONE SERVICE QB009/16-10/15/2024	26.10
				CELL PHONE SERVICE QB009/16-10/15/2024	151.20
				CELL PHONE SERVICE QB009/16-10/15/2024	94.62

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				CELL PHONE SERVICE QB009/16-10/15/2024	54.03
				CELL PHONE SERVICE QB009/16-10/15/2024	158.43
				CELL PHONE SERVICE QB009/16-10/15/2024	26.10
				CELL PHONE SERVICE QB009/16-10/15/2024	85.13
				CELL PHONE SERVICE QB009/16-10/15/2024	113.14
				CELL PHONE SERVICE QB009/16-10/15/2024	13.65
				CELL PHONE SERVICE QB009/16-10/15/2024	104.38
				CELL PHONE SERVICE QB009/16-10/15/2024	26.10
				CELL PHONE SERVICE QB009/16-10/15/2024	40.38
				CELL PHONE SERVICE QB009/16-10/15/2024	188.56
				CELL PHONE SERVICE QB009/16-10/15/2024	92.35
				CELL PHONE SERVICE QB009/16-10/15/2024	188.56
				CELL PHONE SERVICE QB009/16-10/15/2024	104.40
				CELL PHONE SERVICE QB009/16-10/15/2024	26.10
				CELL PHONE SERVICE QB009/16-10/15/2024	79.29
				CELL PHONE SERVICE QB009/16-10/15/2024	34.41
				CELL PHONE SERVICE QB009/16-10/15/2024	209.92
				CELL PHONE SERVICE QB009/16-10/15/2024	68.03
				CELL PHONE SERVICE QB009/16-10/15/2024	55.97
				CELL PHONE SERVICE QB009/16-10/15/2024	46.97
				CELL PHONE SERVICE QB009/16-10/15/2024	34.41
				CELL PHONE SERVICE QB009/16-10/15/2024	186.25
				CELL PHONE SERVICE QB009/16-10/15/2024	307.75
				CELL PHONE SERVICE QB009/16-10/15/2024	6.45
				CELL PHONE SERVICE QB009/16-10/15/2024	2.80
				CELL PHONE SERVICE QB009/16-10/15/2024	17.08
				CELL PHONE SERVICE QB009/16-10/15/2024	7.56
				CELL PHONE SERVICE QB009/16-10/15/2024	6.22
				CELL PHONE SERVICE QB009/16-10/15/2024	5.22
				CELL PHONE SERVICE QB009/16-10/15/2024	64.61
				CELL PHONE SERVICE QB009/16-10/15/2024	2.80

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CELL PHONE SERVICE QB009/16-10/15/2024	15.15
				CELL PHONE SERVICE QB009/16-10/15/2024	90.20
				CELL PHONE SERVICE QB009/16-10/15/2024	52.19
				CELL PHONE SERVICE QB009/16-10/15/2024	2.80
				CELL PHONE SERVICE QB009/16-10/15/2024	6.45
				CELL PHONE SERVICE QB009/16-10/15/2024	2.80
				CELL PHONE SERVICE QB009/16-10/15/2024	15.15
				CELL PHONE SERVICE QB009/16-10/15/2024	17.08
				CELL PHONE SERVICE QB009/16-10/15/2024	782.00
				SCADA CRADLEPNT DEVICES QB-MONTHLY	838.07
				WIFI-MONTHLY CRADLEPOINT	80.02
				WIFI-MONTHLY VEHICLES	533.11
				WIFI-MONTHLY WATER-207	40.01
				WIFI-MONTHLY EXECUTIVE	86.00
				WIFI-MONTHLY FINANCE	86.00
				WIFI-MONTHLY EXECUTIVE	7.00
				WIFI-MONTHLY FINANCE	7.00
				WIFI-MONTHLY EXECUTIVE	7.01
				WIFI-MONTHLY FINANCE	7.01
<b>Total for Check/Tran - 137953:</b>					5,750.15
137954	10/31/24	CHK	11102	CELSEA E WARD	
				PERSONAL CHARGE REIMBURSEMENT	-23.36
				TRAVEL - MEALS PER DIEM FOR CSRS	275.20
				TRAVEL - MEALS PER DIEM FOR CSRS	22.40
				TRAVEL - MEALS PER DIEM FOR CSRS	22.40
				TRAVEL - MILEAGE FOR CSRS	110.63
				TRAVEL - MILEAGE FOR CSRS	9.01
				TRAVEL - MILEAGE FOR CSRS	9.00
<b>Total for Check/Tran - 137954:</b>					425.28
137955	10/31/24	CHK	10274	WESTBAY AUTO PARTS, INC.	
				VEH# 208 - BATTERY,CARB CHOKE, FUEL FILT	161.77

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137956 10/31/24	CHK	10278	WPUDA	MEMBERSHIP DUES-MONTHLY	5,334.58
				MEMBERSHIP DUES-MONTHLY	434.21
				MEMBERSHIP DUES-MONTHLY	434.21
				MEMBERSHIP DUES-MONTHLY	5,334.58
				MEMBERSHIP DUES-MONTHLY	434.21
				MEMBERSHIP DUES-MONTHLY	434.21
<b>Total for Check/Tran - 137956:</b>					12,406.00
137957 10/31/24	CHK	9998	KEVIN J YANDELL	Credit Balance Refund	25.75
137958 10/31/24	CHK	9998	BRUCE ZALNERAITIS	Credit Balance Refund	112.56
137959 11/7/24	CHK	10481	AMAZON	1/2" X 10" WEDGE ANCHOR ZINC PLATED	67.63
				1/4" ID, 5/16" OD VINYL TUBING, 10'	9.80
				BLUEPRINT HOLDER 24" SET OF 6	90.65
				LIQUIDTIGHT CONDUIT 1", 100'	103.63
				SOFT BRAIDED PVC TUBING 1/2" X 3/4" OD	14.17
				UTILITY KNIFE BLADES, 40 PACK	5.43
				4 PIECE 12" SDS DRILL BIT SET,CARBIDE	26.17
				500 WATT POWER INVERTER	106.20
				MINI STROBE LIGHT BAR VEH#141	92.88
				BATHROOM SIGN-VACANT/OCCUPIED	30.00
				KITCHEN DISHWASHER SIGN-CLEAN/DIRTY	19.68
				BATHROOM SIGN-VACANT/OCCUPIED	2.44
				KITCHEN DISHWASHER SIGN-CLEAN/DIRTY	1.59
				BATHROOM SIGN-VACANT/OCCUPIED	2.44
				KITCHEN DISHWASHER SIGN-CLEAN/DIRTY	1.62
				AERVOE MARKING STICK	151.05
				DESK FAN-2/PACK	38.91
				CORD COVER PROTECTOR	18.54
				BUSINESS PRIME MEMBERSHIP FEE 1YR	469.48
				BUSINESS PRIME MEMBERSHIP FEE 1YR	38.21

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				BUSINESS PRIME MEMBERSHIP FEE 1YR	38.22
				SAMSUNG 55 INCH TV	467.25
				SAMSUNG 55 INCH TV	38.03
				SAMSUNG 55 INCH TV	38.03
				EXPERTPOWER EXP12180 12V BATTERY	171.08
				NOCO GENIUS2X4, 4 BANK BATTERY CHARGER	218.15
				SINGLE MODE FIBER LC TO LC-3M,5/pack	33.37
				SAMSUNG VIEWFINITY 34 INCH MONITOR	215.79
				SAMSUNG VIEWFINITY 34 INCH MONITOR	17.57
				SAMSUNG VIEWFINITY 34 INCH MONITOR	17.56
				24 KEY COMBINATION LOCK BOX	39.27
				SPLASH HOGS URINAL SCREENS	48.60
				SPLASH HOGS URINAL SCREENS	5.40
				SMART KEYPAD DOOR LOCK	87.27
				COLEMAN 18" STEEL MACHETE W SHEATH	13.04
<b>Total for Check/Tran - 137959:</b>					2,739.15
137960	11/7/24	CHK	10447	ANIXTER INC.	
				EYEBOLT, STANDOFF	936.68
				BOLT EYE 5/8 X 12	291.28
<b>Total for Check/Tran - 137960:</b>					1,227.96
137961	11/7/24	CHK	10937	ARROW LUMBER & HARDWARE LLC	
				CHAIN BOARD - CREW	48.65
137962	11/7/24	CHK	10016	ASPLUNDH TREE EXPERT CO	
				TREE TRIMMING W/E 10/05/2024	7,457.76
				TREE TRIMMING W/E 10/12/2024	7,257.24
<b>Total for Check/Tran - 137962:</b>					14,715.00
137963	11/7/24	CHK	10933	AT&T MOBILITY II LLC	
				CRADLEPOINT SERVICE FOR AMI - MONTHLY	1,190.68
137964	11/7/24	CHK	10339	BORDER STATES ELECTRIC	
				STREETLIGHT MULTI-TAP 4	2,431.84
				BOLT EYE 5/8 X 18	118.15
				FIBER ACTIVE CABINET 3200 WALL/H-FRAME/	3,366.13
				FIELDSMART FIBER ACTIVE CABINET-FAC3200	24,400.34
				FXDS PANEL,PATCH & SPLICE 19 & 23" MOUNT	881.75

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				INSERT SCA BULKHEAD	9,608.43
				KIT, SHELF, E7-2 FACTORY INSTALL	635.43
<b>Total for Check/Tran - 137964:</b>					41,442.07
137965	11/7/24	CHK 11075	BROWN AND BROWN OF WASHINGTON	BROKER FEE MONTHLY	1,075.00
				BROKER FEE MONTHLY	87.50
				BROKER FEE MONTHLY	87.50
<b>Total for Check/Tran - 137965:</b>					1,250.00
137966	11/7/24	CHK 10993	CENEX FLEET FUELING	FUEL FOR TRUCKS - 119,128, & 138	201.66
137967	11/7/24	CHK 10044	CENTURY LINK QCC-P	PH#360-385-5800 OCT 2024	11.52
				PH#360-385-5800 OCT 2024	0.94
				PH#360-385-5800 OCT 2024	0.94
<b>Total for Check/Tran - 137967:</b>					13.40
137968	11/7/24	CHK 10047	CENTURYLINK-POLES	ACCTBJWA0275-POLERN TL 1Y 4/01/23-3/31/24	2,404.06
137969	11/7/24	CHK 10685	CINTAS CORPORATION	FIRST AID SUPPLIES - 193 OTTO ST	65.37
				FIRST AID SUPPLIES - 193 OTTO ST	5.32
				FIRST AID SUPPLIES - 193 OTTO ST	5.32
				FIRST AID SUPPLIES - 191 OTTO ST	50.02
				FIRST AID SUPPLIES - 191 OTTO ST	5.56
<b>Total for Check/Tran - 137969:</b>					131.59
137970	11/7/24	CHK 10057	CORRECT EQUIPMENT	SEWER GRINDER PUMP BECKETT PT	4,167.62
137971	11/7/24	CHK 10621	CRAIG LABENZ	WPMU DEV&MONTHLY HOSTING-MONTHLY	148.33
				WPMU DEV&MONTHLY HOSTING-MONTHLY	12.07
				WPMU DEV&MONTHLY HOSTING-MONTHLY	12.08
				WEBSITE MAINTENANCE MONTHLY	2,466.31
				WEBSITE MAINTENANCE MONTHLY	204.40
				BB WEBSITE MAINTENANCE MONTHLY	249.29
<b>Total for Check/Tran - 137971:</b>					3,092.48



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137972 11/7/24	CHK	10501	D & L POLES	SEPTIC MOWING 2023-2024	10,059.28
137973 11/7/24	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING - FAIRMOUNT RD/STANDBY 10/15-18 FLAGGING - VARIOUS LOCATIONS 10/22-23	3,167.43 1,547.51
<b>Total for Check/Tran - 137973:</b>					4,714.94
137974 11/7/24	CHK	10084	EXPRESS SERVICES, INC	HR ASSISTANT-WEEKLY HR ASSISTANT-WEEKLY HR ASSISTANT-WEEKLY	1,221.80 99.45 99.45
<b>Total for Check/Tran - 137974:</b>					1,420.70
137975 11/7/24	CHK	10085	FASTENAL	MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES	87.43 268.03 -35.13 -70.26
<b>Total for Check/Tran - 137975:</b>					250.07
137976 11/7/24	CHK	10086	FERGUSON ENTERPRISES, INC NW	HERCULES DRAIN/WASTE CLEANER HERCULES DRAIN/WASTE CLEANER	125.19 13.91
<b>Total for Check/Tran - 137976:</b>					139.10
137977 11/7/24	CHK	10942	FINLEY ENGINEERING CO, INC	PROF SVC:PT BUS DIST PWB 9/1-9/31/2024 FIBER ENGINEERING PROF SVC: JEFF NORTH FTTP 9/1-9/31/2024 PROF SVC:RE CONNECT 4 FTTP 9/1-9/31/2024	1,555.20 5,088.30 4,138.80 240.00
<b>Total for Check/Tran - 137977:</b>					11,022.30
137978 11/7/24	CHK	10094	GENERAL PACIFIC, INC	CONDUIT 2" 90° SWEEP-W BELL 36" WIRE 1/0 AL URD CN PRI 15KV SPLICE KIT 750 SHIELDED	1,163.88 82,712.64 3,839.56
<b>Total for Check/Tran - 137978:</b>					87,716.08
137979 11/7/24	CHK	11006	GMES LLC	DEMO DRIVER MADI CLAW MILLED LINEMAN HAMMER# CMLH-1 MILWAUKEE TRANSFER PUMP# 2579-20	22.64 53.46 246.85

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<b>Total for Check/Tran - 137979:</b>					322.95
137980 11/7/24	CHK	10098	GRAINGER	SMALLER LAG SCREWS-STOCK	109.48
				SMALLER LAG SCREWS-STOCK	109.48
<b>Total for Check/Tran - 137980:</b>					218.96
137981 11/7/24	CHK	11037	HENERY HARDWARE & BUILDING SUP	SPARE BATTERIES	41.44
				TITANIUM BIT SET - WO# 224048	32.72
<b>Total for Check/Tran - 137981:</b>					74.16
137982 11/7/24	CHK	11079	HUNTINGFORD CONSTRUCTION	ASPHALT REPAIR & DISPOSAL OF ASPHALT	840.07
				PLACE FIBER VAULT - 991 COMMERCE LP	1,094.00
<b>Total for Check/Tran - 137982:</b>					1,934.07
137983 11/7/24	CHK	10366	ICPE	4 YEAR CONSTRUCTION WORKPLAN-SEP	2,617.50
				GENERAL ENGINEERING SERVICES-AUG-SEP 24	41,015.00
				PROF SVC: DESIGN PORT LUDLOW EXP	500.00
<b>Total for Check/Tran - 137983:</b>					44,132.50
137984 11/7/24	CHK	10518	J HARLEN COMPANY	SHERMAN REILLY POLETOP SNATCH BLOCK#4841	2,808.23
				CEMENTEX 1000V INSULATED 5/16" BIT	63.56
				CEMENTEX 1000V INSULATED HEX BIT 3/8"	65.91
				KLEIN LINEMANS PLIERS-ACSR SIDE CUTTING	94.26
				KLEIN TRADESMAN ORGANIZER POUCH	70.74
				MILWAUKEE IMPACT SOCKET ADAPTER 1/4-1/2	10.07
				MILWAUKEE IMPACT SOCKET ADAPTER 1/4-3/8	11.36
<b>Total for Check/Tran - 137984:</b>					3,124.13
137985 11/7/24	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	UTILITY PRMT 11/06/24 FIBER	311.00
137986 11/7/24	CHK	10348	KEMP WEST, INC	TT T&M- FIBER - W/E 10/12/2024	6,118.74
				TREE TRIMMING	99,720.00
<b>Total for Check/Tran - 137986:</b>					105,838.74
137987 11/7/24	CHK	10136	LES SCHWAB TIRES	VEH# 100 - REPLACE FRONT TIRE	1,346.24
				VEH# 417 - REPLACE TIRES	2,916.48

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# Accounts Payable Check Register

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10/30/2024 To 11/12/2024

**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				VEH# 417 - REPLACE TIERODS	708.59
<b>Total for Check/Tran - 137987:</b>					4,971.31
137988 11/7/24	CHK	10333	MOSS ADAMS LLP	PROF SVC:ADDITIOANL CONSULT SRVC OCT 24	2,094.96
				PROF SVC:ADDITIOANL CONSULT SRVC OCT 24	236.74
				PROF SVC:ADDITIOANL CONSULT SRVC OCT 24	104.30
<b>Total for Check/Tran - 137988:</b>					2,436.00
137989 11/7/24	CHK	10153	MURREY'S DISPOSAL CO., INC.	4CRNR 2YD - MONTHLY	180.94
				4CRNR 2YD - MONTHLY	14.73
				4CRNR 2YD - MONTHLY	14.72
				4CRNRS - MONTHLY	185.97
				4CRNRS - MONTHLY	14.28
				4CRNRS - MONTHLY	14.28
				4CRNR 30YD RNTL-MONTHLY	1,435.09
				4CRNR 30YD RNTL-MONTHLY	116.81
				4CRNR 30YD RNTL-MONTHLY	116.81
				21KENNEDY - MONTHLY	65.56
				21KENNEDY - MONTHLY	5.34
				21KENNEDY - MONTHLY	5.33
				2YD 210FOUR -MONTHLY	205.37
				191OTTO 2YD - MONTHLY	316.43
				191OTTO 2YD - MONTHLY	25.76
				191OTTO 2YD - MONTHLY	25.75
				210 4CRNR - MONTHLY	110.42
				191 OTTO 2YD-MONTHLY	133.54
				191 OTTO 2YD-MONTHLY	10.87
				191 OTTO 2YD-MONTHLY	10.87
				274 OTTO ST A&B 2YD-MONTHLY	205.37
				274 OTTO ST A&B 2YR OCC-MONTHLY	110.42
<b>Total for Check/Tran - 137989:</b>					3,324.66

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10/30/2024 To 11/12/2024

**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137990 11/7/24	CHK	10309	NISC	NISC MIC REGISTRATION	1,095.00
137991 11/7/24	CHK	10520	NRECA-NATIONAL RURAL ELEC COOP	NRECA MEMBERSHIP DUES 1YR: 2025	36,629.00
137992 11/7/24	CHK	10165	NW LABORERS-EMPLOYERS TRUST	FU MEDICAL PREMIUM DEC 2024	20,140.00
137993 11/7/24	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES - 310 4 CRNRS OFFICE SUPPLIES - 310 4 CRNRS OFFICE SUPPLIES - 310 4 CRNRS	210.53 17.14 17.13
<b>Total for Check/Tran - 137993:</b>					244.80
137994 11/7/24	CHK	10170	OLYMPIC EQUIPMENT RENTALS	EXCAVATOR RENTAL - 241 9TH AVE	263.62
137995 11/7/24	CHK	10181	PENINSULA PEST CONTROL	RODENT SVC MO 210 FOUR CRNRS QRTLY GEN PEST RDNT SRV 193 OTTO QRTLY GEN PEST RDNT SRV 193 OTTO QRTLY GEN PEST RDNT SRV 193 OTTO	81.83 117.29 9.55 9.54
<b>Total for Check/Tran - 137995:</b>					218.21
137996 11/7/24	CHK	10188	PLATT ELECTRIC SUPPLY	SWEDGE REDUCER-WH STOCK	236.99
137997 11/7/24	CHK	10216	SECURITY SERVICES NW, INC.	SUBSTATION PATROL MONTHLY NIGHT PAYMENT PICKUP - MONTHLY NIGHTLY YARD CHECK - MONTHLY NIGHT PAYMENT PICKUP - MONTHLY NIGHT PAYMENT PICKUP - MONTHLY	6,188.01 848.00 500.50 69.02 69.02
<b>Total for Check/Tran - 137997:</b>					7,674.55
137998 11/7/24	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLIFORM/E.COLI 10/9/24 TESTING: COLIFORM/E.COLI 10/9/24 TESTING: COLIFORM/E.COLI 10/9/24 TESTING: COLIFORM/E.COLI 10/9/24 TESTING: COLIFORM/E.COLI 10/9/24	30.00 30.00 30.00 30.00 30.00
<b>Total for Check/Tran - 137998:</b>					150.00
137999 11/7/24	CHK	10824	THE PORT OF PORT TOWNSEND	JANITORIAL SRV 9/20 & 9/27/2024	1,093.09

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**Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				JANITORIAL SRV 9/20 & 9/27/2024	88.97
				JANITORIAL SRV 9/20 & 9/27/2024	88.98
				JANITORIAL SRV 8/1 & 8/9/2024	9.46
				JANITORIAL SRV 8/1 & 8/9/2024	0.77
				JANITORIAL SRV 8/1 & 8/9/2024	0.77
				<b>Total for Check/Tran - 137999:</b>	1,282.04
138000 11/7/24	CHK	10250	TYNDALE COMPANY, INC	PUD CLOTHING	110.29
				PUD CLOTHING	46.76
				PUD CLOTHING	117.54
				PUD CLOTHING	56.92
				PUD CLOTHING	159.64
				PUD CLOTHING	31.18
				<b>Total for Check/Tran - 138000:</b>	522.33
138001 11/7/24	CHK	10433	UNITED RENTALS (NORTH AMERICA),	IVEH#423-FORKLFT VARCH RNT 10/16-11/13/24	1,544.86
138002 11/7/24	CHK	9999	VERIZON WIRELESS	SCOPE OF WORK CHANGE: CUSTOMER REFUND	1,810.00
138003 11/7/24	CHK	9999	VINTAGE HARDWARE	SCOPE OF WORK CHANGE: CUSTOMER REFUND	1,914.10
138004 11/7/24	CHK	10274	WESTBAY AUTO PARTS, INC.	VEH# 120 - BLISTER PACK CAPSULES	52.38
				VEH# 423 - BATTERY CHARGER	56.88
				FLEET WASHER FLUID & VEH# 300- LIGHTS	46.95
				VEH# 132 - WIPER BLADES	22.69
				<b>Total for Check/Tran - 138004:</b>	178.90

<b>Total Payments for Bank Account - 7 :</b>	(124)	746,546.22
<b>Total Voids for Bank Account - 7 :</b>	(1)	1,335.00
<b>Total for Bank Account - 7 :</b>	(125)	747,881.22
<b>Grand Total for Payments :</b>	(124)	746,546.22
<b>Grand Total for Voids :</b>	(1)	1,335.00

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**Grand Total :** (125) 747,881.22

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
110 10/31/24	DD	10688	SEAN M BAILEY	TRAVEL - MEALS PER DIEM	69.16
				TRAVEL - MEALS PER DIEM	849.68
				TRAVEL - MEALS PER DIEM	69.16
<b>Total for Check/Tran - 110:</b>					988.00
111 10/31/24	DD	10641	MELISSA J BLAIR	TRAVEL - MILEAGE	5.02
				TRAVEL - MEALS PER DIEM	19.32
				TRAVEL - FERRY FEE	2.62
				TRAVEL - MILEAGE	61.65
				TRAVEL - MEALS PER DIEM	237.36
				TRAVEL - FERRY FEE	32.08
				TRAVEL - MILEAGE	5.02
				TRAVEL - MEALS PER DIEM	19.32
				TRAVEL - FERRY FEE	2.60
<b>Total for Check/Tran - 111:</b>					384.99
112 10/31/24	DD	10999	MORGAN R HIGDON	WELLNESS REIMBURSEMENT 2024	7.62
				WELLNESS REIMBURSEMENT 2024	93.61
				WELLNESS REIMBURSEMENT 2024	7.62
<b>Total for Check/Tran - 112:</b>					108.85
113 10/31/24	DD	10953	COREY A LARSON	CDL PHYSICAL 10/24/2024	175.00
114 10/31/24	DD	10356	KRISTOFFER M LOTT	WELLNESS PROGRAM REIMBURSEMENT 2024	21.00
				WELLNESS PROGRAM REIMBURSEMENT 2024	258.00
				WELLNESS PROGRAM REIMBURSEMENT 2024	21.00
<b>Total for Check/Tran - 114:</b>					300.00
115 10/31/24	DD	10396	JEAN M PEPPER	TRAVEL - TRANSIT/ TAXI	1.04
				TRAVEL - PARKING FEE	12.95
				TRAVEL - MEALS PER DIEM	28.00
				TRAVEL - LODGING	63.80
				TRAVEL - TRANSIT/ TAXI	12.83
				TRAVEL - PARKING FEE	159.10

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TRAVEL - MEALS PER DIEM	344.00
				TRAVEL - LODGING	783.87
				TRAVEL - TRANSIT/ TAXI	1.05
				TRAVEL - PARKING FEE	12.95
				TRAVEL - MEALS PER DIEM	28.00
				TRAVEL - LODGING	63.81
				<b>Total for Check/Tran - 115:</b>	1,511.40
116 11/4/24	DD	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE	344.00
				PRE-PAID POSTAGE	28.00
				PRE-PAID POSTAGE	28.00
				<b>Total for Check/Tran - 116:</b>	400.00
117 11/7/24	DD	10957	KAREN M ABBOTT	PHONE ALLOWANCE - MONTHLY	45.00
118 11/7/24	DD	10688	SEAN M BAILEY	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
				<b>Total for Check/Tran - 118:</b>	45.00
119 11/7/24	DD	10365	ALYSON J DEAN	BOOT AND TOOL ALLOWANCE 2024	212.75
120 11/7/24	DD	10293	JOSE M ESCALERA-ESTRADA	TRAVEL - MEALS PER DIEM	296.00
121 11/7/24	DD	10939	JAMESON J HAWN	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
				<b>Total for Check/Tran - 121:</b>	45.00
122 11/7/24	DD	10782	3039 AMANDA D ISAAK	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
				<b>Total for Check/Tran - 122:</b>	45.00
123 11/7/24	DD	10320	ANNETTE JOHNSON	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70



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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PHONE ALLOWANCE - MONTHLY	3.15
<b>Total for Check/Tran - 123:</b>					45.00
124 11/7/24	DD	10356	KRISTOFFER M LOTT	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
<b>Total for Check/Tran - 124:</b>					45.00
125 11/7/24	DD	11025	NORTH SKY COMMUNICATIONS,LLC	INBETWEEN FIBER PRJCT-PAY APP#5-OCTOBER	276,671.53
				OLYMPIC CORRIDOR-PAY APP#5-OCTOBER	813,213.05
				OLY CORRIDOR/UNALLOCATED-PAY APP#5-OCTOB	34,239.00
				FIBER CONSULTING	222,669.98
				FIBER CONSULTING	1,286,796.89
				FIBER ENGINEERING	25,190.75
<b>Total for Check/Tran - 125:</b>					2,658,781.20
126 11/7/24	DD	10631	WILLIAM P O'DONNELL	PHONE ALLOWANCE - MONTHLY	22.50
				PHONE ALLOWANCE - MONTHLY	19.35
				PHONE ALLOWANCE - MONTHLY	3.15
<b>Total for Check/Tran - 126:</b>					45.00
127 11/7/24	DD	10396	JEAN M PEPPER	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
<b>Total for Check/Tran - 127:</b>					45.00
128 11/7/24	DD	10400	DONALD K STREETT	PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
<b>Total for Check/Tran - 128:</b>					45.00
129 11/7/24	DD	10733	DANIEL S TOEPPER	WPUDA, PPC, NOANET, BOC,MTG W/GM- OCT 24	57.70
				WPUDA, PPC, NOANET, BOC,MTG W/GM- OCT 24	708.91
				WPUDA, PPC, NOANET, BOC,MTG W/GM- OCT 24	57.70
<b>Total for Check/Tran - 129:</b>					824.31

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Accounts Payable  
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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
130 11/7/24	DD	10615	US BANK	WILL O'DONNELL	1,349.98
				OPERATIONS DEPARTMENT	941.29
				MIKE BAILEY	311.87
				MELISSA BLAIR	743.49
				MELANIE R DES MARAIS	2,947.75
				KRISTOFFER LOTT	409.11
				KENNY YINGLING	678.22
				JOSH GARLOCK	209.48
				JEFF RANDALL	14.33
				JEFF DODD	1,117.51
				JEAN PEPPER	6,750.00
				IT DEPARTMENT	892.80
				HR DEPARTMENT	196.74
				FINANCE DEPARTMENT	1,989.01
				ERIC STOREY	708.88
				DAN TOEPPER	1,213.12
				CUSTOMER SERVICE DEPARTMENT	706.97
				ALYSON DEAN	703.97
<b>Total for Check/Tran - 130:</b>					<b>21,884.52</b>

<b>Total Payments for Bank Account - 8 :</b>	(21)	2,686,272.02
<b>Total Voids for Bank Account - 8 :</b>	(0)	0.00
<b>Total for Bank Account - 8 :</b>	(21)	2,686,272.02
<b>Grand Total for Payments :</b>	(21)	2,686,272.02
<b>Grand Total for Voids :</b>	(0)	0.00
<b>Grand Total :</b>	(21)	2,686,272.02

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**Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
482 10/31/24	WIRE	10280	USDA-WIRE TRANSFER	INTEREST D45 LOAN-MONTHLY	16,787.41
				INTEREST D45 LOAN-MONTHLY	2,864.65
<b>Total for Check/Tran - 482:</b>					19,652.06
490 11/6/24	WIRE	10279	BPA-WIRE TRANSFER	ANNUAL FIBER LEASE 1YR 12/9/24-12/8/25	78,327.00
493 11/2/24	WIRE	10809	PETERSON LAKE - WIRE PAYMENT	PETERSON LAKE WIRE PMT MONTHLY	13,163.80
				PETERSON LAKE WIRE PMT MONTHLY	1,164.82
<b>Total for Check/Tran - 493:</b>					14,328.62
496 11/12/24	WIRE	10279	BPA-WIRE TRANSFER	POWER PURCHASE/COMBINED BILL SEP 2024	1,043,547.00
508 11/12/24	WIRE	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	201.69
509 11/12/24	WIRE	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	17,882.41
				PL DEFERRED COMP ER	7,982.32
<b>Total for Check/Tran - 509:</b>					25,864.73
510 11/12/24	WIRE	10281	IRS - EFTPS	EMPLOYEES' MEDICARE TAX	5,742.67
				EMPLOYER'S MEDICARE TAX	5,473.98
				EMPLOYEES' FICA TAX	17,672.74
				EMPLOYER'S FICA TAX	17,672.74
				EMPLOYEES' FEDERAL WITHHOLDING	20,812.43
				EMPLOYEES' FEDERAL WITHHOLDING TAX	16,283.73
<b>Total for Check/Tran - 510:</b>					83,658.29

<b>Total Payments for Bank Account - 8 :</b>	(7)	1,265,579.39
<b>Total Voids for Bank Account - 8 :</b>	(0)	0.00
<b>Total for Bank Account - 8 :</b>	(7)	1,265,579.39
<b>Grand Total for Payments :</b>	(7)	1,265,579.39
<b>Grand Total for Voids :</b>	(0)	0.00
<b>Grand Total :</b>	(7)	1,265,579.39

JEFFERSON COUNTY PUD NO 1

**ISSUED PAYROLL CHECKS**  
**PAY DATE: 11.08.2024**

<b>Empl</b>	<b>Position</b>	<b>Check #</b>	<b>Check Date</b>	<b>Amount</b>
2003	WATER TREATMENT PLANT OPERATOR III	71169	11/8/2024	\$3,022.67
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71170	11/8/2024	\$3,791.29
				<b>\$6,813.96</b>

## JEFFERSON COUNTY PUD NO 1

<b>DIRECT DEPOSIT PAYROLL</b> <b>PAY DATE: 11.08.2024</b>
--

Empl	Position	Pay Date	Net Pay
3046	ACCOUNTING ASSOCIATE	11/8/2024	\$ 2,008.21
3062	ACCOUNTING ASSOCIATE	11/8/2024	\$ 2,042.78
3070	ACCOUNTING ASSOCIATE	11/8/2024	\$ 2,011.39
3039	ACCOUNTING SPECIALIST	11/8/2024	\$ 2,355.67
3052	ADMINISTRATIVE ASSISTANT	11/8/2024	\$ 2,497.38
1050	APPRENTICE LINeworker	11/8/2024	\$ 5,338.46
3034	BROADBAND & COMMUNICATIONS DIRECTOR	11/8/2024	\$ 4,161.49
1068	BROADBAND MANAGER	11/8/2024	\$ 3,133.73
4006	COMMISSIONER DIST 1	11/8/2024	\$ 1,126.95
4004	COMMISSIONER DIST 2	11/8/2024	\$ 2,597.34
4008	COMMISSIONER DIST 3	11/8/2024	\$ 2,267.78
3065	CONTRACT COMPLIANCE SPECIALIST	11/8/2024	\$ 2,737.71
3002	CUSTOMER SERVICE COORDINATOR	11/8/2024	\$ 1,680.45
3080	CUSTOMER SERVICE MANAGER	11/8/2024	\$ 3,441.25
3032	CUSTOMER SERVICE PROGRAM SPECIALIST	11/8/2024	\$ 1,688.33
3048	CUSTOMER SERVICE REP	11/8/2024	\$ 1,702.70
3056	CUSTOMER SERVICE REP	11/8/2024	\$ 1,465.48
3066	CUSTOMER SERVICE REP	11/8/2024	\$ 1,534.35
3075	CUSTOMER SERVICE REP	11/8/2024	\$ 1,619.61
3081	CUSTOMER SERVICE REP	11/8/2024	\$ 1,458.76
3060	DIGITAL COMMUNICATIONS SPECIALIST	11/8/2024	\$ 2,528.38
1027	ELECTRICAL ENGINEERING MANAGER	11/8/2024	\$ 3,599.89
1041	ELECTRICAL SUPERINTENDENT	11/8/2024	\$ 4,623.72
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	11/8/2024	\$ 2,594.93
3033	FINANCE DIRECTOR	11/8/2024	\$ 5,211.29
3029	FINANCE SERVICES MANAGER	11/8/2024	\$ 3,120.04
1056	FLEET AND FACILITIES ASSISTANT	11/8/2024	\$ 2,619.67
1046	FLEET AND FACILITIES LEAD	11/8/2024	\$ 3,777.50
1011	GENERAL MANAGER	11/8/2024	\$ 5,793.54
1042	GIS SPECIALIST	11/8/2024	\$ 2,779.73
1017	HEAD STOREKEEPER	11/8/2024	\$ 2,736.93
3063	HUMAN RESOURCES COORDINATOR	11/8/2024	\$ 3,071.61
3047	HUMAN RESOURCES DIRECTOR	11/8/2024	\$ 4,055.83
3008	INFORMATION TECHNOLOGY MANAGER	11/8/2024	\$ 3,884.85
3077	IT SUPPORT TECHNICIAN: BROADBAND	11/8/2024	\$ 2,047.46
3074	IT TECH SUPPORT	11/8/2024	\$ 2,124.55
2001	JOINT UTILITY SPECIALIST	11/8/2024	\$ 3,419.53
1072	LEAD BROADBAND TECHNICIAN	11/8/2024	\$ 3,050.46
1000	LINE CREW CHIEF	11/8/2024	\$ 4,840.71
1012	LINE CREW CHIEF	11/8/2024	\$ 4,765.57
1034	LINE CREW CHIEF	11/8/2024	\$ 5,102.66
1059	LINE HELPER	11/8/2024	\$ 2,566.11
1070	LINE HELPER	11/8/2024	\$ 2,513.96
1074	LINE HELPER	11/8/2024	\$ 2,990.32
1060	LINEWORKER	11/8/2024	\$ 10,577.77
1061	LINEWORKER	11/8/2024	\$ 8,084.41
1062	LINEWORKER	11/8/2024	\$ 6,586.96
1065	LINEWORKER	11/8/2024	\$ 7,445.96
1066	LINEWORKER	11/8/2024	\$ 3,847.93
1064	METER READER	11/8/2024	\$ 4,074.83
1069	METER READER	11/8/2024	\$ 2,426.90
1075	NETWORK TECHNICIAN 1	11/8/2024	\$ 3,060.76
1076	NETWORK TECHNICIAN 1	11/8/2024	\$ 3,347.20
1073	NETWORK TECHNICIAN 2	11/8/2024	\$ 2,764.46
3067	NETWORK/BROADBAND ENGINEER	11/8/2024	\$ 4,333.98
3004	RESOURCE MANAGER	11/8/2024	\$ 2,964.96
3079	SAFETY MANAGER	11/8/2024	\$ 3,637.82
1010	SCADA ENGINEER II	11/8/2024	\$ 2,806.80
1003	SCADA TECH APPRENTICE	11/8/2024	\$ 7,051.68
1055	SERVICE TECHNICIAN	11/8/2024	\$ 4,100.16
3020	SERVICES DIRECTOR	11/8/2024	\$ 3,984.97
1026	STAKING ENGINEER	11/8/2024	\$ 2,538.17
1031	STAKING ENGINEER	11/8/2024	\$ 2,713.11
1014	STOREKEEPER	11/8/2024	\$ 3,203.44
1043	STOREKEEPER	11/8/2024	\$ 2,381.01
1047	STOREKEEPER	11/8/2024	\$ 2,762.58
1063	SUBSTATION/METERING TECHNICIAN	11/8/2024	\$ 6,787.27
1077	SUBSTATION/METERING TECHNICIAN	11/8/2024	\$ 4,630.64
3003	UTILITY BILLING CLERK	11/8/2024	\$ 1,839.19
3027	UTILITY BILLING CLERK	11/8/2024	\$ 1,804.67
3022	UTILITY BILLING CLERK	11/8/2024	\$ 1,919.77
3000	UTILITY BILLING COORDINATOR	11/8/2024	\$ 2,022.15
1037	VEGETATION & PERMITTING SPECIALIST	11/8/2024	\$ 3,175.21
2000	WATER DISTRIBUTION MANAGER II	11/8/2024	\$ 1,823.91
2002	WATER DISTRIBUTION MANAGER II	11/8/2024	\$ 2,221.35
2005	WATER DISTRIBUTION MANAGER II	11/8/2024	\$ 2,666.18
			\$ 254,275.26



## **AGENDA REPORT**

**DATE:** November 19, 2024  
**TO:** Board of Commissioners  
**FROM:** Mike Bailey, Finance Director/Treasurer  
**RE:** Write-off of delinquent accounts from active accounts receivable

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**SUMMARY:** Per Write-Off of Uncollectable Accounts Policy passed September 2017, the Board of Commissioners agreed to review and approve for write off inactive account balances over 90 days in arrears that had been given 30 days' notice that their account will be referred to a collection agency.

**BACKGROUND:** These inactive accounts are recorded in the Active Accounts Receivable Data Base and need to be transferred to the Uncollectible Data Base in the Customer Information System. The process of writing off does not “erase” the debt unless the debt has been discharged through a bankruptcy court. The PUD’s staff has attempted to collect payment on these accounts. A collection agency is better equipped to pursue collection now that these accounts have disconnected from utility service with the PUD and are over 90 days in arrears.

**ANALYSIS/FINDINGS:** There are 14 inactive accounts in the Active Accounts Receivable Data Base who owe the PUD \$4,055.79 for utility services and who have received notice over 30 days ago that their account will be referred to a collection agency.

**FISCAL IMPACT:** Bad Debt Expense has already been charged in anticipation of having accounts who would fail to pay their final bill for utility services. On the PUD’s Balance Sheet, Line 20. Accounts Receivable-Sales of Utility Services has been netted by an estimated Reserve for Uncollectible Accounts. To remedy the debt, these inactive accounts will pay the collection agency for the amount owed to the PUD plus a fee for the agency’s professional services. Any amounts received on the written off amount, will be deposited into the PUD’s Depository Bank Account and the Reserve for Uncollectible Accounts adjusted. No revenue or expense accounts are affected by this write-off.

**RECOMMENDATION:** Transfer the 14 inactive accounts owing \$4,055.79 from the Active Accounts Receivable Data Base to the Uncollectible Accounts Data Base and authorize Evergreen Financial Services to pursue collection efforts allowed by law.

**ATTACHMENT:** The Summary of Write-offs of Uncollectible Accounts Receivable provides an analysis of the number and amounts owed and signature of approval by the Secretary of the Board of Commissioners.



Board of Commissioners

Jeff Randall, District 1  
 Kenneth Collins, District 2  
 Dan Toepper, District 3

Kevin Streett, General Manager

**Write-Offs of Uncollectible Accounts Receivable**

On November 19, 2024, the following summary of inactive customer accounts with a past due balance of greater than \$50.00 and in excess of 90 days were referred to and provided a 30-day written notice by a collection agency. Furthermore, all amounts were deemed uncollectible by the Finance Director/District Auditor regardless of the amount past due. For accounting and financial reporting purposes, write-offs of uncollectible receivables are made against the allowance for bad debt account once approved by the Board. The following accounts are requested to be written off as uncollectible:

<u>Uncollectible Amount Range</u>	<u>Number of Accounts</u>	<u>Write-Off Amount</u>
Up to \$50	3	\$92.23
\$51 - \$100	0	\$0.00
\$101 - \$200	4	\$587.09
\$201 - \$300	1	\$266.10
Over \$300	6	\$3,110.37
<b>TOTAL</b>	<b>14</b>	<b>\$4,055.79</b>

Approval, Board of Commissioners

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Ken Collins  
 Secretary



## PUD Calendar

November 19, 2024

November 19<sup>th</sup>, BOC Special Meeting, FSC Presentation, 2:00-4:00, 310 Four Corners Rd and per ZOOM

November 19<sup>th</sup>, BOC Regular Meeting, 4:00 PM, 310 Four Corners Rd and per ZOOM

November 25, 2024, Special Meeting, Broadband Business Update and Executive Session 1:00-3:00, 310 Four Corners Rd and per ZOOM

November 28<sup>th</sup> and 29<sup>th</sup> Thanksgiving Holiday observed – PUD Closed

December 10, 2024, BOC Regular Meeting, 4:00 PM, 310 Four Corners Rd and per ZOOM

December 13, 2024, PUD Employee Holiday Event 6:00-8:00pm Elk's Club

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

**RESOLUTION NO. 2024-XXXX**

A RESOLUTION of the Board of Commissioners of the Public Utility District No 1 of Jefferson County, Washington (“the PUD”), authorizing the amendment of the existing Interlocal Agreement with the Port of Port Townsend, Washington (“Port”) regarding IT Services.

**WHEREAS**, the Port and the PUD entered into an Interlocal Act Cooperation Act on January 20th, 2021, and

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

**WHEREAS**, the Port and the PUD seek to amend the Interlocal Act Agreement between the parties to to include IT Services, and to update the scope and costs of services; and

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

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

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 5<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Jeff Randall, President

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

\_\_\_\_\_  
Kenneth Collins, Secretary

**INTERLOCAL AGREEMENT  
BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND  
THE PORT OF PORT TOWNSEND**

This Interlocal Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Jefferson County PUD No. 1, hereinafter referred to as the "PUD," and the Port of Port Townsend, hereinafter referred to as the "Port" (collectively referred to as "the Parties").

**WHEREAS**, The PUD and the Port are two local governmental agencies operating in Jefferson County, State of Washington; and

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

**WHEREAS**, The PUD has engineering, IT, and network experience that the Port seeks to utilize, and

**WHEREAS**, The Port and the PUD entered into an Interlocal Act Cooperation Act on January 20<sup>th</sup>, 2021, and

**WHEREAS**, The Port and the PUD wish to amend the Interlocal Act agreed to on January 20<sup>th</sup>, 2021 to include IT services, and to update the scope and costs of services.

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

1. **Purpose:** It is the purpose of this Agreement to allow the Parties to cooperate and make the most efficient use of their resources by enabling the Port to utilize the PUD's engineering services, whether provided internally or contracting out. In addition, the Parties seek to cooperate in order to procure any related contractors, materials and equipment for services provided pursuant to this Agreement. The Parties also seek to cooperate with each other to extend broadband services to customers in Jefferson County, Washington, and to provide terms and conditions where the PUD will construct, operate and maintain the Port's IT and network service and facilities.

2. **Requesting Services.** (a). For engineering services, the party requesting engineering services shall provide a written request to the party providing such services. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount paid for the services. The party providing such services shall timely respond to any request in writing, and if agreeing to provide the services, it shall provide all necessary documentation authorizing the work to be performed. All final work agreements shall be executed by the PUD's General Manager and the Executive Director of the Port. It shall be at each party's discretion to undertake any request for services.

(b) For IT and network service and facilities, the Parties shall work together to plan, design construct any IT and network service and facilities to be owned by the Port and operated and maintained by the PUD. Exhibit A to this Agreement provides the specific terms and

Interlocal Agreement Between Jefferson PUD and Port of Port Townsend

Page 1 of 5

conditions regarding the planning, development, permitting, construction and operation of all IT and network service and facilities that are subject to this Agreement. Upon completion of construction of any of the Port's IT and network service and facilities, each Party shall retain their respective ownership of all their properties. This Agreement does not contemplate joint ownership of property. The PUD agrees to provide the services detailed in the attached Exhibit A to this Agreement, after the Parties have agreed upon the specific terms and conditions.

**3. Compensation:** Each Party shall compensate the other Party for the actual cost of services rendered including, but not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary. For purposes of the development of IT and network service and facilities, Exhibit A shall provide terms and conditions regarding the costs of planning, developing, permitting, constructing and operating the network.

**4. Employees:** Employees assigned to work pursuant to this Agreement remain employees of their respective agency at all times and shall perform the work requested under sole supervision of their agency. Procedures used in performance of work pursuant to this Agreement shall be mutually agreed to in writing.

**5. Hold Harmless and Indemnification:** Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other, its board or commission members, officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this contract, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnitee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

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

**General Liability**—with a minimum limit per occurrence of one million dollars

1,000,000) and an aggregate of not less than two million dollars(\$ 2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications.

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

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

### **Errors and Omissions for Professional Services Provided**

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

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

**8. Relationship of the Parties:** No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

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

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

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

**12. Duration and Termination:** This Agreement shall commence and be effective upon execution and remain in full force and effect until terminated by agreement of the Parties,

or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of such termination.

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

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

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

In Witness Whereof, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**JEFFERSON COUNTY PUD NO. 1**

**PORT OF PORT TOWNSEND**

\_\_\_\_\_  
Kevin Streett, General Manager

\_\_\_\_\_  
Eron Berg, Executive Director

## **EXHIBIT A**

### **IT SERVICES, NETWORK DEVELOPMENT, OPERATIONS, AND ENGINEERING SERVICES**

JPUD will provide staffing support to design, construct, supply, manage and maintain the Port of Port Townsend's IT and networking needs.

JPUD will provide the equivalent of .5 FTE IT support to POPT. POPT will purchase and own all associated equipment and software. If items are purchased by JPUD for use of the POPT, JPUD staff will invoice POPT for the full amount of the purchase upon delivery or installation of the items. Payment is due within 30 days.

JPUD will design, construct, operate and maintain fiber optic and WiFi networks for use by the POPT. JPUD will retain ownership of all equipment installed. Use of the services will be charged at rates set by JPUD's commission, unless a custom product is agreed to via a contracted rate.

JPUD will provide design engineering and construction services for electric, water, and sewer service to service POPT facilities. Such services will be rendered and billed at cost unless said services also benefit JPUD systems and facilities, whereby a costshare rate shall apply.



## **AGENDA REPORT**

**DATE:** November 19, 2024

**TO:** Board of Commissioners

**FROM:** Jean Pepper, Services Director

**RE:** Utility Assistance Grants

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**BACKGROUND:** There is a clear need for additional assistance measures in Jefferson County. We have seen an increase in disconnections for nonpayment and we hear it in conversations with our customer-owners. We are seeing too many instances of people in distress, needing help, and making too much money to qualify for assistance elsewhere.

**ANALYSIS/FINDINGS:** We need to establish more programs which are designed to serve a larger portion of the population. The state has implemented the SHEAP program which offers energy assistance to people who meet the 80% AMI threshold, but that does not help with water or sewer.

JPUD Staff applied to join to 2024 United Good Neighbors “Give Jefferson” campaign and that application was approved. This will provide \$10,000 in funding for low-income utility assistance. Staff are proposing to establish an in-house emergency assistance grant program to help customer-owners whose income is at or below 80% Area Median Income (AMI) or 200% Federal Poverty Level (FPL), adjusted for income, and who have received a disconnect notice. The amount of assistance should be limited to the amount of the past due or \$500.00 whichever is less to ensure that we can spread the funding out to at least 20 customers.

**FISCAL IMPACT:** Costs are expected to be immaterial, and program will improve revenue protection.

**RECOMMENDATION:** Approve the resolution to establish and implement a utility assistance grant program to provide shut off protection for customer-owners.



**Public Utility District No. 1 of Jefferson County  
Resolution No. 2024-xxx**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (“the PUD” or “the District”), creating a Utility Assistance Grant, Shut Off Protection Program for its low-income residential customers.

**WHEREAS**, RCW 19.405.120 (2) requires electric utilities to make programs and funding available for energy assistance to low-income households; and

**WHEREAS**, RCW 19.405.020 (24) states that “Low-income” means household incomes as defined by the department or commission provided that the definition may not exceed the higher of eighty percent of area median household income (80% AMI) or two hundred percent of the federal poverty level (200%FPL), adjusted for household size; and

**WHEREAS**, The District recognizes that the water and electric services offered are essential for meeting the needs of day-to-day life such as cooking meals, refrigeration of food and medication, charging electronics for school and work, and maintaining proper hygiene; and

**WHEREAS**, To be good stewards of public funds, the District must collect costs from customer-owners for services provided, and when collection efforts fail, services must be disconnected until payment is made; and

**WHEREAS**, The loss of essential, life-sustaining utility services can lead to health complications and further impoverishment; and

**WHEREAS**, Resolution 2023-018 established section 11.4 – Shut Off Protection, in the Customer Service Policy; and

**WHEREAS**, The District wishes to continue to improve and expand upon the assistance measures available to low-income customer-owners; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, that the PUD will establish and implement a utility assistance grant program to provide shut off protection as reflected in the attached Exhibit A of this Resolution.

**ADOPTED** by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 19th day of November, 2024.

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Jeff Randall, President

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Dan Toepper, Vice President]

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Kenneth Collins, Secretary

## EXHIBIT A

### **11.4.4 - UTILITY ASSISTANCE GRANTS**

#### 11.4 -Shut off Protection

##### 11.4.1 Medical Emergency Shut Off Protection

Any Customer-owner with a legitimate medical need can request either to have their service not shut off, or if already off, to have it restored. The following steps must be taken by the Customer-owner once a medical emergency has been claimed.

1. Once the Customer-owner has been notified of and has acknowledged a planned shut off (either by phone, door hanger, actual shutoff, or by PUD employee dispatched to disconnect services) the Customer will have seven (7) days to:
  - a. Pay ten percent (10%) of the outstanding balance, in addition to any disconnect or reconnect charges.
  - b. Provide a medical certificate that includes:
    - i. Residence location
    - ii. Estimate of how long the condition is expected to last.
    - iii. Medical certificates must be renewed annually for conditions that are expected to be ongoing.
    - iv. Title, signature, and phone number of the person certifying the condition.
  - c. Sign an agreement to (1) pay the balance owed within one hundred and twenty 120 days and (2) pay all new charges on time.
2. If services are disconnected before the Customer-owner requests protection under this policy, their services will be restored that day for a reconnect charge as set forth in the schedule of Deposits, Credits, and Miscellaneous Charges, unless the call to reconnect is after normal PUD work hours, in which case service will be restored the next business day. The Customer-owner can also choose to have power reconnected after hours that day for an after-hours reconnection fee as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges.
3. If the Customer-owner fails to meet these conditions of reconnection, they will be sent a disconnection notice and will be terminated at the next regularly scheduled disconnection cycle.

All medical certificates must be reviewed by PUD staff every ninety (90) days.

The customer can go through this process twice within twelve (12) month period. All previous payment deferments due to medical emergency must be satisfied prior to any new claim of medical emergency.

##### 11.4.2 Winter Moratorium

Under RCW 54.16.285, Customer-owners may qualify for protection from disconnection for non-payment between November 15 through March 15. To be protected under the law the Customer must complete the following:

1. Notify Customer Service within five (5) business days after receipt of a past due statement that they are unable to pay their bill.
2. Provide the Customer Service Department with a statement from Olympic Community Action Programs that their income qualifies for the moratorium. This statement must also provide a dollar figure that is 7% of the Customer's monthly household income.
3. Apply for low-income energy assistance from either a government or private source and agree that any utility assistance payment received by you will be paid to the District.
4. Apply for low-income weatherization assistance to the District or appropriate agency if available.
5. Agree to maintain a payment plan designed to bring your account current by October 15. Customers may not be required to pay more than 7% of their certified monthly income plus one twelfth (1/12) of any arrearage accrued from November 15 through March 15.
6. The Customer must agree to pay the monies owed even if the Customer-Owner moves

#### 11.4.3 – Extreme Heat Moratorium

On any day which the National Weather Service (NWS) has issued or has announced that it intends to issue a heat-related alert for East Jefferson County JPUD staff will postpone any scheduled non-pay disconnections of electric and water services until the first business day after the NWS cancels the extreme heat alert.

Any Customer-owner whose utility service has already been disconnected for non-payment may request temporary reconnection of services for the duration of the heat event by calling the District and speaking to Customer Service. Provided there are no safety issues that may arise from reconnection, the District will make a reasonable attempt to reconnect services. Upon the cancellation of the extreme heat alert, JPUD staff will automatically disconnect services without further notification to the Customer-owner.

#### 11.4.4 – Utility Assistance Grants

Subject to funding availability, the District will offer utility assistance grants to households whose income does not exceed eighty percent of area median income (80% AMI) or two hundred percent of the federal poverty level (200% FPL), adjusted for household size. Grant funds will be applied to customer accounts in the form of a credit in the amount of their past due balance, not to exceed five hundred dollars in a twelve-month period.



## **AGENDA REPORT**

**DATE:** November 19, 2024

**TO:** Board of Commissioners

**FROM:** Jean Pepper, Services Director

**RE:** Water Leak Adjustment Policy

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### **BACKGROUND:**

- Prior to 2021, irrigation leaks were not eligible for adjustment due to the potential to run for longer periods of time prior to detection which can lead to extremely large amounts of water lost.
- In 2021 the BOC voted to allow irrigation leaks which would give relief to all residential customers if leaks were not the result of neglect. Knowing that adjustments/credits could potentially reach thousands of dollars, the BOC instituted a \$1,000 cap on the credit given to customers.
- On 11/5/24 the BOC reviewed the leak adjustment policy during the regular meeting of the Board in response to a customer dispute relating to a conflict in the language of the policy.

### **ANALYSIS/FINDINGS:** BOC determination:

- The cost to produce water is captured with the first-tier water rate and all other tiers are in place to promote conservation.
- Removal of the \$1,000 cap would benefit Customer-Owners by reducing the cost of water lost due to catastrophic leaks.

**FISCAL IMPACT:** Removal of the \$1,000 cap could potentially increase the amount of revenue written off to water leak policy adjustments.

**RECOMMENDATION:** Approve the resolution amending the language to the Customer Service Policy section 10.3.3 – Water Leak Adjustments

**Public Utility District No. 1 of Jefferson County  
Resolution No. 2024-xxx**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (“the PUD” or “the District”), amending the Customer Service Policy Section 10.3.3 – Water Leak Adjustments.

**WHEREAS**, the Board of Commissioners adopted Section 10.3.3, a water leak adjustment policy in Resolution No. 2019-25; and

**WHEREAS**, the Board of Commissioners adopted Resolution No. 2021-004 amending Section 10.3.3 – Water Leak Adjustments, to balance the fiscal impacts to the PUD with impacts to customers and provide guidelines and limitations to the PUD’s Leak Adjustment Policy; and

**WHEREAS**, the Water Leak Adjustment Policy, as adopted in Resolution No. 2021-004, requires further clarification to allow for its consistent application to the PUD’s customer-owners; and

**WHEREAS**, the Board of Commissioners seeks to provide clear, consistent policies for the PUD and its customer-owners.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, that the Customer Service Policy, section 10.3.3 Water Leak Adjustments be updated as reflected in the attached Exhibit A of this Resolution.

**ADOPTED** by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this \_\_\_ day of \_\_\_, 2024.

\_\_\_\_\_  
Jeff Randall, President

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

\_\_\_\_\_  
Kenneth Collins, Secretary

## EXHIBIT A

### Customer Service Policy 10.3.3 – Water Leak Adjustments

#### 10.3.3 – Water Leak Adjustments

Customers who experience a high bill due to a water leak may be eligible for an adjustment on their water bill, ~~not to exceed one thousand dollars (\$1,000)~~. The Customer will be responsible for all charges on the account until such time as an adjustment is granted and applied to the account. Customer Service will offer alternative payment arrangements until such time as the leak adjustment is either processed or denied. Once the estimated loss is calculated, the Customer will pay the first-tier water consumption rate for the lost water. The customer owner will ~~also~~ be responsible for paying a one-time processing fee as specified in section 14.3.14 of this policy.

To qualify for a leak adjustment the following criteria must be met:

- The leak must be in excess of ten thousand (10,000) gallons greater than the Customer's average monthly usage for the most recent three (3) years during the same time period.
- The Customer must not have been granted a leak adjustment for the same service location within the most recent twenty-four (24) months.
- The leak must have been repaired within 10 days of discovery.
- The customer must submit a leak adjustment request letter and all required documents to the PUD no more than two (2) months after the repair of the leak.
- An extension of any of the above deadlines may be considered based on extenuating circumstances.

Leaks that are not eligible for a billing adjustment may include, but are not limited to the following:

- Commercial accounts
- Leaks that are the result of owner negligence
- Leak of which the Customer should have been aware
  - Pipes or equipment that are in plain sight
  - Leaking toilet

The Customer will be required to provide proof of the leak. Proof may include, but is not limited to the following:

- Invoice from a plumber or contractor
- Parts receipt
- Photo of the repair and location of the leak
- Onsite verification by a PUD water crew

- Should all of the qualifications be met, and the adjustment is approved by the Manager or his/her designee, then staff will enter a policy adjustment on the Customer's water account.

DRAFT





## **AGENDA REPORT**

**DATE:** November 19, 2024  
**TO:** Board of Commissioners  
**FROM:** Kevin Streett  
**RE:** Capacity Charges – Electric

---

**BACKGROUND:** Previous presentations to the Board from FCS Group have focused on methodology for calculated capacity charges the PUD could impose on new or upsized development, and the potential for a low-income waiver or discount

**ANALYSIS/FINDINGS:** The maximum charge for electrical is \$112/kVA which equates to \$5,376 for a 200-amp 240-volt panel. A capacity charge discount for affordable housing projects can be implemented, as long as it is provided to a 501(c)(3) developer.

**FISCAL IMPACT:** The cost is paid by the customer who is driving the new system upgrades. The fees will offset some of the costs associated with new capital work.

**RECOMMENDATION:** Staff recommendation is a new capacity charge for electricity of \$2,150.40 for a 200-amp panel. The cost of \$44.80 per kVA will apply (???)to all rates. Staff recommends the capacity charge be increased by 10% per year for each of the next 3 years to be reviewed by the Board during the yearly budget process.

Staff also recommends Implementing a low-income discount for affordable housing projects built by a nonprofit 501 (c) (3) at 20% of maximum calculated kVA (Q: Is that the \$44.80 max amount or the \$112 max stated above???)

The capacity charge does not replace new construction costs, it is in addition to those costs.

This fee is to be applied to all new construction as well as any expanded load. In the case of a joint governmental project, the District can consider a project's in-kind contributions to offset the capacity fee, on an individual case basis.

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

**RESOLUTION NO. 2024-0XX**

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, establishing capacity fees and charges for electric services provided by the PUD.

**WHEREAS**, the PUD must set and collect rates and charges for electric energy services, facilities, and commodities sold, furnished, or supplied by the PUD; and

**WHEREAS**, the Board of Commissioners must establish rates and charges that are fair, nondiscriminatory, and adequate to provide revenues sufficient to develop and maintain services for its customers; and

**WHEREAS**, the Board of Commissioners retained FCS Group to evaluate options for capacity fees for new electricity customers and redevelopment in order to establish equity between current existing customers of the PUD and new customers and redevelopment in order to fairly allocate long term costs of the PUD: and

**WHEREAS**, capacity fees are a one-time charge imposed on new development or re-development to recover a proportionate share of PUD's capital investment and to be paid at the permitting stage of development or redevelopment; and

**WHEREAS**, FCS Group presented its study, findings and recommendations to the Board of Commissioners on July 18, 2023 with follow up findings and recommendations on March 5, 2024 among other presentations; and

**WHEREAS**, the Board of Commissioners finds that capacity fees ensure that new customers or developers pay their fair share of the cost of the PUD's system capacity needed to serve growth. By establishing capacity fees, the PUD seeks to fairly allocate the costs of funding infrastructure upgrades between its existing and new customers, and prevent existing customers from shouldering the entire cost;

**WHEREAS**, the Board of Commissioners finds capacity charges also provide an additional source of funding for system capital costs as growth occurs, and these capacity charges will help the PUD finance the construction, maintenance, and improvement of infrastructure necessary to meet the increased demand resulting from new development or redevelopment. The capacity charges will offset certain costs associated with new PUD infrastructure work. The capacity charge does not replace new construction charges or LUD assessment fees; and

**WHEREAS**, the Board of Commissioners also seeks to establish a low income capacity

charge for electric service consistent with RCW 54.24.080 and RCW 74.38.070, where the low-income capacity fee shall be applicable to properties purchased by low income persons from organizations exempt from tax under 501 (c)(3) of the federal internal revenue code as amended prior to July 23, 1995, and the low-income capacity fees shall be consistent with current low-income policies approved by the Board of Commissioners.

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

1. The foregoing findings and recitals are incorporated herein by this reference.
2. Based upon the studies conducted by FCS and recommendations from the PUD staff, the maximum capacity charge for electricity at the PUD is \$112/kVA which equals a total of \$5,376 for a 200-amp electric panel. The Board of Commissioners hereby establishes a new capacity charge for electricity to be set at forty percent (40%) of the maximum charge of \$5,376 , equaling \$2,150 for a 200-amp panel, at \$44.80 per kVA. The capacity fee shall be applied to newly developed and redeveloped properties in the PUD’s service territory consistent with the rate schedule in Exhibit 1, attached and incorporated herein by this reference.
3. The Board of Commissioners further adopts a low-income capacity fee for electric service applicable to property purchased by qualified low-income persons from organizations exempt from tax under 501 (c)(3) of the federal internal revenue code as amended prior to July 23, 199. The low-income capacity fee for electric service shall be set at twenty percent (20%) of the maximum capacity charges per kVA as provided in Section 2 above, or \$22.40 per kVA.
4. The capacity fee charged to any joint governmental projects shall be subject to individual case basis agreements and may include in-kind contributions to offset the fee.
5. The capacity fees for electric services shall take effect on **December 1, 2024** and the PUD staff is directed to amend all necessary rate schedules to include the electric service capacity fee, and the twenty percent (20%) low-income discount for electric service, as reflected in Exhibit 1.

ADOPTED at a regular meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 19<sup>th</sup> day of November, 2024.

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Jeff Randall, President

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Dan Toepper, Vice President

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Ken Collins, Secretary

Exhibit No. 1

Electric

<b>Capacity Charge 40%</b>	
<b>Service Type/Size</b>	<b>Capacity Charge (\$/kVA)</b>
	\$ 44.80
<b>Residential Single-Phase 120/240V</b>	
200A	\$ 2,150.40
200A to 320A	\$ 1,290.24
320A	\$ 3,440.64
400A	\$ 4,300.80
<b>Commercial Single-Phase 120/240V</b>	
200A	\$ 2,150.40
320A	\$ 3,440.64
400A	\$ 4,300.80
320A to 600A	\$ 3,010.56
600A	\$ 6,451.20
800A	\$ 8,601.60
<b>Three-Phase: 120/208V</b>	
200A	\$ 3,227.988
400A	\$ 6,455.98
600A	\$ 9,683.97
800A	\$ 12,911.95
1000A	\$ 16,139.94
1200A	\$ 19,367.93
1600A	\$ 25,823.91
1800A	\$ 29,051.90
<b>Three-Phase: 277/480V</b>	
200A	\$ 7,449.20
400A	\$ 14,898.41
600A	\$ 22,347.61
800A	\$ 29,796.82
1000A	\$ 37,246.02
1200A	\$ 44,695.22
1600A	\$ 59,593.63
1800A	\$ 67,042.84
2000A	\$ 74,492.04
3000A	\$ 111,738.06

November 19 2024 Capacity charge per panel voltage and amps



**INTERLOCAL AGREEMENT  
FOR PORT HADLOCK UGA  
SEWER SYSTEM  
ADMINISTRATION,  
OPERATIONS, AND  
MAINTENANCE  
BETWEEN  
JEFFERSON COUNTY AND  
JEFFERSON COUNTY PUBLIC  
UTILITY DISTRICT #1**

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This Agreement is made by and between the Jefferson County, a Washington municipal corporation (County), and the Jefferson County Public Utility District #1, a Washington Public Utility District (JPUD) (individually a Party and collectively the Parties). In accordance with chapter [39.34](#) RCW and in consideration of the terms and conditions contained herein, or attached and incorporated and made part hereof, the Parties, through their respective legislative bodies, do hereby agree as follows:

Section 1. Recitals

- 1.1 The governing bodies of each of the Parties have determined to enter into this Agreement as authorized and provided for the Interlocal Cooperation Act, codified at chapter [39.34](#) RCW.
- 1.2 Planning efforts undertaken in the late 1990s to comply with the Growth Management Act, chapter [36.70A](#) RCW (GMA) resulted in the 2004 adoption of Ordinance No. [10-0823-04](#), which created the Irondale and Port Hadlock Urban Growth Area (“PHUGA”) in 2004 in order to provide an area for urban growth in the unincorporated county and because this area was already “characterized by urban growth”.
- 1.3 Under GMA, urban levels of services including the provision of public sewers are required in urban growth areas for urban zoning and development.
- 1.4 There is a demand for urban commercial services and housing density in unincorporated Jefferson County in order to provide for a growing population and a healthy and diversified economy within the region.
- 1.5 The Washington State Departments of Ecology (Ecology) and Washington Department of Health, in approving the Sewer Facility Plan (March 30, 2021 Facility Plan Update Approval Letter), approved County as the owner of the PHUGA wastewater system.
- 1.6 County is constructing the PHUGA sewer system in the Phase I Core Area, and is authorized pursuant to provide sewer service to properties located within the Phase I Core Area.
- 1.7 County intends to bring initial sewer customers on line in mid to late 2025.
- 1.8 Operation, maintenance, and administrative services shall be necessary once customers are connected and the system is running.
- 1.9 JPUD currently operates utilities including domestic water, electricity, broadband/fiber, and large on-site septic systems.
- 1.10 JPUD is the water provider for the PHUGA and already has an established billing system for water customers in the PHUGA.
- 1.11 JPUD is well-positioned to provide billing, operation, and maintenance services for the sewer system in Port Hadlock based on JPUD’s staffing and experience and the economies

and efficiencies that can be gained by having an existing utility provider such as JPUD take on this role.

- 1.12 The Parties desire to provide cost-effective operation and maintenance services for the PHUGA sewer system.
- 1.13 JPUD has expressed interest in providing sewer service in the PHUGA and recognizes the advantages that sewer service the PHUGA can provide.

Section 2 Rules of Interpretation.

The following rules apply to interpretation of words as used in this Agreement:

- 2.1 If there is any disagreement between this Agreement and the PHUGA sewer utility code, then the PHUGA sewer utility code shall prevail.
- 2.2 All words shall have their normal and customary meanings, unless specifically defined otherwise in this Agreement or the PHUGA sewer utility code;
- 2.3 Any gender-specific term shall be interpreted as if it is male, female, or neutral gender;
- 2.4 Any term phrased in the plural shall also be interpreted to mean the singular, and any singular term shall be interpreted to also mean the plural; and,
- 2.5 The present tense shall include the future.

Section 3 Definitions.

- 3.1 “Agreement” means this Interlocal Agreement for Port Hadlock UGA Sewer System Administration, Operation and Maintenance Between Jefferson County and Jefferson County Public Utility District #1.
- 3.2 “Charges” means the charges listed in the PHUGA sewer system fee schedule.
- 3.3 “Customer” means a property owner or tenant who is receiving service from a connection to the PHUGA sewer system.
- 3.4 “County” means the Jefferson County, a Washington municipal corporation existing and operating pursuant to Title 36 Revised Code of Washington.
- 3.5 “Department” means the Jefferson County Department of Public Works.
- 3.6 “Director” means the director of the Department.
- 3.7 “Ecology” means the Washington State Department of Ecology.
- 3.8 “Effective Date” means the date specified in section 6.
- 3.9 “Expiration Date” means the date specified in section 28.1.

- 3.10 “General manager” means the general manager of JPUD.
- 3.11 “Grinder pump” means a pump located for a service connection that grinds any solids within wastewater, and then pumps the liquid and ground solids into the PHUGA sewer system.
- 3.12 “Grinder pump control panel” means a grinder pump’s centralized electric components that provide electrical coordination for system operation.
- 3.13 “Grinder pump system” means a grinder pump, a grinder pump tank, a grinder pump control panel, and a side sewer from the grinder pump tank to the pressure sewer system, along with the electrical system necessary to power operation of the grinder pump system.
- 3.14 “Grinder pump tank” means a tank that contains a grinder pump.
- 3.15 “JCC” means the Jefferson County Code, as currently enacted or as later amended.
- 3.16 “JPUD” means the Jefferson County Public Utility District No. 1.
- 3.17 “Maintenance” means all the work required to keep the PHUGA sewer system in good usable, operational condition.
- 3.18 “May” means an action is permissible, but is not required.
- 3.19 “Membrane bioreactor” (“MBR”) means a wastewater treatment process that combines the extended aeration-activated sludge process with a physical separation process using membranes immersed into aeration basins. An MBR provides a positive barrier to particulate, colloidal and dissolved solids above the 0.1-micron range, and produces Class A reclaimed water.
- 3.20 “O&G” (formerly referred to as “FOG”) means oil and grease, a component of wastewater typically originating from food stuffs (animal fats or vegetable oils) or consisting of compounds of alcohol or glycerol with fatty acids (soaps and lotions). Typically expressed in mg/L.
- 3.21 “Operation” means performing all of the work required to keep the PHUGA sewer system running.
- 3.22 “Or” means “or” and and/or.
- 3.23 “Parties” means both JPUD and County.
- 3.24 “Party” means one of the Parties.
- 3.25 “Person” means any individual, firm, company, corporation, partnership, association, society or group, and includes person as that term is defined in RCW [1.16.080](#).
- 3.26 “Phase I Core Area” means the core area shown on Table ES-1 and Figure ES-1 on the [Port Hadlock UGA Sewer Facility Plan Update](#) (Feb. 2021) at pages xix to xx.

- 3.27 “PHUGA sewer system fee schedule” means the schedule of charges for the operation of the PHUGA sewer system adopted by the Jefferson County Board of Commissioners by resolution, pursuant to the process identified in chapter [3.80](#) JCC, establishing the charges enacted under this PHUGA sewer utility code.
- 3.28 “PHUGA sewer system improvements” means PHUGA sewer system improvements, including but not limited to: right-of-way easements, sewer easements, design, engineering, surveying, inspection, testing, connection charges, and installation as required by the county. PHUGA sewer system improvements also include, but are not limited to treatment plants, low pressure sewer mains, lift stations, force mains, and telemetry systems.
- 3.29 “PHUGA sewer manual” means the Port Hadlock UGA Sewer System Design Standards and Plans Manual, a document containing the technical and administrative requirements for the PHUGA sewer system, including specifications, details, drawings, administrative forms, connection requirements, ownership responsibilities, and other matters pertinent to connection to the PHUGA sewer system.
- 3.30 “PHUGA sewer system” means the Port Hadlock UGA sewer system, including the wastewater treatment plant, all grinder pump systems, and all PHUGA sewer system improvements.
- 3.31 “PHUGA sewer system utility” means the entity that operates the PHUGA sewer system.
- 3.32 “PHUGA sewer utility code” means chapters 13.01 through 13.09 JCC.
- 3.33 “Port Hadlock UGA” or “PHUGA” means the Irondale and Port Hadlock Urban Growth Area established pursuant to the Jefferson County comprehensive plan and Ordinance No. [10-0823-04](#), as amended.
- 3.34 “Pressure sewer system” means a system of connected pipes that collects wastewater from individual properties and conveys it to the wastewater treatment plant, using grinder pump systems on individual properties.
- 3.35 “Property owner” means the owner of record of a lot or parcel within the Port Hadlock UGA.
- 3.36 “RCW” means the Revised Code of Washington, as currently enacted or as later amended.
- 3.37 Public Utility Risk Management Services Joint Self-Insurance Fund or “PURMS” means the joint self-insurance program created pursuant to chapters [48.62](#) and [39.34](#) RCW of which JPUD is a member.
- 3.38 “Section” means a section of this Agreement, unless otherwise specified.
- 3.39 “Shall” means a mandate; the action must be done.
- 3.40 “Subsection” means a subsection of this Agreement, unless otherwise specified.

- 3.41 “Technical standards and specifications” means the technical standards and specifications listed in JCC 13.03.020.
- 3.42 “WAC” means the Washington Administrative Code, as currently enacted or as later amended.
- 3.43 “Wastewater” means the liquid and liquid-carried waste from structures, together with minor quantities of groundwater, stormwater and surface waters that are not intentionally admitted. “Wastewater” includes both domestic wastewater as defined in WAC [173-240-020\(4\)](#), industrial wastewater as defined in WAC [173-240-020\(8\)](#).
- 3.44 “Wastewater infiltration pond” means the structure that collects, temporarily stores, and infiltrates wastewater treated by the wastewater treatment plant.
- 3.45 “Wastewater Treatment Plant” or “WWTP” means County’s Membrane bioreactor” (“MBR”) plant located at 243 Lopeman Road, Port Hadlock, Washington, inclusive of, but not limited to, any appurtenant headworks, outfall, buildings, odor control systems, biosolids handling equipment, wastewater infiltration pond, or, generators, etc.
- 3.46 “Washington Counties Risk Pool” or “WCRP” means the joint self-insurance program created pursuant to chapters [48.62](#) and [39.34](#) RCW of which County is a member.

Section 4 Authority.

This Agreement is based upon the authority of the [39.34](#) RCW, which authorizes public agencies to enter into agreements to assist and cooperate with each other to better serve the needs of the municipal corporations and the local community.

Section 5 Purpose of this Agreement.

The purpose of this Agreement is to provide for long-term operation and maintenance of the PHUGA sewer system, and certainty for the Parties.

Section 6 Effective Date.

The effective date of this Agreement is the date the last Party signs this Agreement.

Section 7 Administration of this Agreement.

7.1 No Separate Legal Entity Created.

No separate legal entity has been created to operate the PHUGA sewer system.

7.2 Joint Administration.

This Agreement shall be administered by both Parties. For County, this Agreement shall be administered by the director or their designee. For JPUD, this Agreement shall be administered by the general manager or their designee.

### 7.3 Property Acquisition and Disposition

This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.

### Section 8 Ownership of the PHUGA sewer system utility.

County is and shall remain the owner of the PHUGA sewer system utility.

### Section 9 Future Expansions and Extensions.

County and JPUD agree that expansion of the PHUGA sewer system to serve additional areas within the UGA is desirable. Both Parties shall cooperate in efforts to bring sewer service to additional customers. County shall take the lead in planning for future expansions and developing financing plans for future expansions or extensions. JPUD shall participate in efforts with County to extend sewer service to other areas inside the PHUGA.

### Section 10 Future Ownership of the PHUGA Sewer System by JPUD Not Prohibited.

Nothing in this Agreement shall prevent County and JPUD from exploring the eventual transfer of the PHUGA sewer system to JPUD ownership. Any such transfer shall be subject to the mutual agreement of the Parties.

### Section 11 Independent Contractor.

The Parties agree that JPUD is an independent contractor with respect to the services provided pursuant to this Agreement. JPUD specifically has the right to direct and control JPUD's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the technical standards and specifications (*see section 3.45*) and the PHUGA sewer manual (*see section 3.33*) provided by County, per industry standards, and as required by permitting agencies. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither JPUD nor any employee of JPUD shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement; vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to JPUD, or any employee of JPUD.

### Section 12 Operation and Maintenance of the PHUGA Sewer System.

12.1 At least 30 days before operation of the PHUGA sewer system, County shall provide JPUD with all existing operation and maintenance manuals, procedures, and schedules, including the technical standards and specifications (*see section 3.45*) and the PHUGA sewer manual (*see section 3.33*).

- 12.2 JPUD and County shall work cooperatively to establish proper maintenance intervals and procedures for PHUGA sewer system, in addition to those in the technical standards and specifications (*see section 3.45*) and the PHUGA sewer manual (*see section 3.33*).
- 12.3 JPUD and County shall work cooperatively to ensure that the PHUGA sewer system is operated and maintained properly and cost effectively.
- 12.4 JPUD shall perform all tasks required to successfully operate the PHUGA sewer system. Operation, maintenance and repairs shall be performed as required to operate the system reliably, cost effectively, and in accordance with permit requirements. Tasks shall include, but are not limited to, the following:

12.4.1 PHUGA Sewer System Flushing.

The PHUGA sewer system has been designed to operate without need for frequent cleaning of the sewer lines; however, the PHUGA sewer system has been provided with a series of sewer cleanouts. Should it become necessary to clean a section of the PHUGA sewer system, JPUD shall access the system via these cleanouts using appropriate equipment.

12.4.2 Valve Exercising.

PHUGA sewer system valves shall be exercised periodically to ensure that they operate correctly and to prevent them from seizing.

12.4.3 Air Vacuum Relief Valves.

Air vacuum relief valves shall be periodically inspected. Odor control media shall be replaced at manufacturer's recommended intervals.

12.4.4 PHUGA Sewer System Repair.

The PHUGA sewer system consists primarily of 2-inch to 6-inch diameter welded HDPE pipes which are durable and should require only minimal maintenance. The pipes do not have joints to leak or that would be susceptible to root intrusion. If a PHUGA sewer system pipe is damaged for any reason, JPUD shall arrange for the repair of said pipes and obtain any permits required for repair by the utility Franchise Agreements.

12.4.5 Grinder Pump Systems.

Grinder pump systems located on customer property are part of the PHUGA sewer system. JPUD shall:

12.4.5.1 Remotely monitor grinder pump performance using an available system provided by County.

12.4.5.2 Respond to customer calls for grinder pump service.

- 12.4.5.3 Service grinder pump systems in accordance with manufacturer's recommendations.
- 12.4.5.4 Replace grinder pumps with spares held in inventory that is maintained by JPUD.
- 12.4.5.5 Manage an inventory of spare grinder pumps and parts for the grinder pump system. County shall provide an initial supply of spare grinder pumps.
- 12.4.5.6 Repair components of grinder pump systems either in-house or by a vendor, whichever is most cost-effective.
- 12.4.5.7 During extended power outages, operate grinder pumps systems as necessary using portable generators.
- 12.4.5.8 Respond to customer requests or alarms on grinder pump systems.

12.4.6 Locate Services.

County shall provide JPUD with accurate as-built drawings of the PHUGA sewer system upon completion of construction. Said drawings shall be in such format as can be included in JPUD GIS mapping and database system. JPUD shall be responsible for maintaining as-built records as a PHUGA sewer system extension or expansion occurs. JPUD shall subscribe to and provide utility locate services, such as "Call Before You Dig", for the PHUGA sewer system. It is advantageous for the Parties to have JPUD perform utility locate services for the sewer because JPUD shall already perform this service for JPUD water, power, and broadband infrastructure in the sewer service area, and therefore JPUD can perform this work cost-effectively.

12.4.7 Wastewater Treatment Plant (WWTP).

JPUD employs existing staff for its public water systems and shall employ additional staff with expertise and certifications required for operation of a public wastewater system. JPUD shall direct and oversee said staff to deliver cost-effective operation and maintenance of the PHUGA sewer system in accordance with the technical standards and specifications (*see section 3.45*) and the PHUGA sewer manual (*see section 3.33*) provided by County, per industry standards, and as required by permitting agencies, provided by County and per industry standards and as required by permitting agencies. JPUD shall have full authority to direct said staff as JPUD employees for the operation of the WWTP. JPUD staff shall remain employees of JPUD and shall not be considered employees of Jefferson County. JPUD and County shall work cooperatively to establish proper maintenance intervals and procedures.



12.5 Resource Sharing with Other Agencies.

Both Parties recognize that adequate staffing is essential for reliable operation to meet Permit conditions. At the same time, both Parties recognize that labor costs shall drive the overall cost to bring sewer service to the community. As such, the Parties agree that resource sharing with other agencies may be an effective way to help bring cost-effective services, with adequate redundancy, to the PHUGA sewer system.

12.6 County-owned Equipment.

County shall provide certain equipment and tools for the operation and maintenance of the wastewater treatment plant. Said equipment shall remain owned by County unless specifically transferred to JPUD via other written mechanism. JPUD shall operate and maintain this equipment according to manufacturer's recommendations. County shall develop replacement schedules for this equipment and a cost-recovery methodology and fund for its maintenance and replacement. County and JPUD shall work cooperatively to identify and manage equipment requirements and replacements.

12.7 JPUD-owned Equipment.

JPUD has certain equipment that can be used for operation and maintenance of the WWTP. JPUD may develop charges to County for use of such JPUD owned equipment which can be equitably distributed to the cost for operating the WWTP. JPUD and County shall work cooperatively to identify additional and ongoing equipment and tool needs and determine how best to acquire said equipment or tools. It shall be the intent of this Agreement that JPUD shall be able to recover costs from customers or County for equipment/tools used to operate and maintain the WWTP, County shall cooperate in making sure JPUD will recover such costs.

12.8 Parts and Supplies.

County shall provide JPUD a list of supplies, chemicals, etc. needed to operate and maintain the WWTP. JPUD shall be responsible for procuring said required supplies and shall recover costs from the customers and County as described elsewhere in this Agreement. JPUD shall manage an inventory of spare parts and supplies as necessary to operate the WWTP. Parts and supplies may be stored at the WWTP or at JPUD facilities.

12.9 Description of Typical Operation and Maintenance Duties.

JPUD shall perform all tasks required to successfully operate the WWTP. Operation, maintenance and repairs shall be performed as required to operate the system reliably, cost effectively, and in accordance with permit requirements. County shall provide JPUD with detailed operation and maintenance manual(s), procedures, and schedules. Typical tasks shall include, but are not limited to, the following:

- 12.9.1 Operate the WWTP in accordance with permits, the Operations Manual, and industry accepted practices.

- 12.9.2 Monitor performance of the WWTP using the SCADA System provided by County.
- 12.9.3 Coordinate with the WWTP equipment supplier Ovivo USA, LLC for performance monitoring.
- 12.9.4 Clean membranes as required.
- 12.9.5 Add chemicals as necessary for the treatment process.
- 12.9.6 Perform (or contract for) laboratory testing and submit reports as required by permitting agencies.
- 12.9.7 Exercise and lubricate parts as per manufacturers recommendations.
- 12.9.8 Arrange for parts/equipment maintenance or replacement.
- 12.9.9 Inspect system components as outlined in the technical standards and specifications (*see section 3.45*) and the PHUGA sewer manual (*see section 3.33*).

12.10 Biosolids Transport.

The WWTP includes equipment for biosolids thickening to approximately 12% solids content. County has arranged for the acceptance and disposal of biosolids at the City of Port Townsend compost facility. JPUD shall be responsible for arranging for the transportation of biosolids from the WWTP to the City of Port Townsend compost facility.

12.11 Wastewater Infiltration Pond.

JPUD shall maintain the wastewater infiltration pond in accordance with Ecology permit requirements. County may have equipment to provide for vegetation management at JPUD request.

12.12 Mutual Assistance Agreements.

At its discretion, County or JPUD may develop mutual assistance agreements with other regional wastewater service utilities or contractors for operational resiliency.

Section 13 Customer Billing Services

13.1 Intent.

JPUD is a public utility district formed and operated pursuant to title 54 RCW, with existing utility customers, and it is the intent of this Agreement that County not duplicate services that can more conveniently and cost-effectively be delivered by JPUD. County has developed the PHUGA sewer utility code, with the collaboration of JPUD staff, that is intended to blend well with current JPUD practices.

### 13.2 Customer Billing System.

JPUD currently manages a utility billing system for water system customers in Port Hadlock. The PHUGA sewer system fee schedule establishes a system of charges to recover costs from customers, which includes flat rate charges as well as charges based upon water use. JPUD shall adapt its customer billing system to invoice wastewater customers for the PHUGA sewer system fee schedule. JPUD shall provide County access to view the status of sewer customer accounts as well as a monthly summary of sewer charges and receipts. JPUD and Jefferson County shall work cooperatively to develop and implement a system of reporting that is acceptable to both Parties.

### 13.3 Customer Billing Inquiries.

Questions regarding sewer billing shall be directed to JPUD which shall be responsible for answering questions and resolving billing issues.

### 13.4 Low-Income Program.

JPUD shall be responsible for implementing the low-income program, which is described in JCC 13.05.030 of the PHUGA sewer utility code. This low income program was modeled after JPUD program which already exists.

## Section 14 Engineering Needs, New Customer Connections, PHUGA Sewer System Capacity, and PHUGA Sewer System Extensions.

### 14.1 Engineering Needs.

County shall be responsible for any engineering needs associated with the PHUGA sewer system. Engineering needs may include, but are not limited to, PHUGA sewer system improvements. The parties do not expect there to be any joint utilization of architectural or engineering services that would require compliance with RCW [39.34.030\(6\)\(a\)](#).

### 14.2 New Customer Connections.

Initially, County shall be responsible for intake and evaluation of applications for new sewer connections. County shall coordinate closely with JPUD to oversee the construction of new connections. In the future, as County and JPUD gain experience managing the PHUGA sewer system, this arrangement can be evaluated and revised if the Parties find it advantageous. County shall be responsible for engineering related to new customer connections.

### 14.3 PHUGA Sewer System Capacity Expansions.

The PHUGA sewer system has been designed to accommodate growth; however, capacity is not unlimited and system expansion shall be required in the future. County and JPUD shall monitor the capacity of the PHUGA sewer system as new connections are added and work cooperatively to plan for capacity expansion. County shall be responsible for engineering related to PHUGA sewer system expansion.

14.4 PHUGA Sewer System Extensions.

The PHUGA sewer system may be extended in several ways including through joint County and JPUD efforts to obtain funding, through grants, through developer extensions, and through Local Improvement Districts (LIDs). County and JPUD shall work cooperatively to ensure that extensions follow a logical pattern and that system capacity is adequate. Costs for engineering or engineering review shall be borne by County or developers as appropriate, unless otherwise agreed by the Parties in advance.

14.5 System Development Charges (SDCs).

County shall collect system development charges (“SDC”) made pursuant to JCC 13.05.040(2)(c).

14.6 Other Charges.

County shall collect other fees and charges associated with new connections and sewer extensions in accordance with the PHUGA sewer utility code.

Section 15 Customer Service

15.1 Customer Maintenance Calls and Complaints.

JPUD shall manage a system to handle customer maintenance calls and complaints. Typical customer calls are anticipated to be related to system checks; grinder pump malfunctions or alarms; power outages affecting sewer service; sewage backups; billing questions.

15.2 After Hours Calls.

JPUD shall provide after hours and emergency call out services to customers.

15.3 Enforcement.

15.3.1 Enforcement shall be handled pursuant to chapter 13.07 JCC, JCC 13.04.0870, JCC 13.04.110, JCC 13.05.030, JCC 13.06.010, JCC 13.06.060, and Title [19](#) JCC.

15.3.2 As directed by the director or their designee, JPUD shall enforce violations of the PHUGA sewer utility code, after consultation with the Jefferson County Prosecuting Attorney’s Office.

15.4 Non-Payment of Monthly Sewer Charges.

JPUD shall manage a process to handle customer non-payment of monthly sewer charges similar to the process JPUD uses for its water customers.

15.5 Fats, Oils, Grease (O&G) Interceptors.

Grease interceptors are required for certain customers (refer to the PHUGA sewer utility code). O&G interceptors shall be owned and maintained by the customer. County shall regularly inspect O&G interceptors to ensure that customers are maintaining their properly. County shall notify a customer if an O&G interceptor is not functioning properly and shall take immediate action including notification, fines, or undertaking the work itself to correct the deficiency and prevent damage to the PHUGA sewer system.

Section 16 Finance

16.1 Enterprise Fund.

The PHUGA sewer system operates as an enterprise fund designed to recover costs from customers. Charges for the PHUGA sewer utility are set in the PHUGA sewer system fee schedule. JPUD shall administer and collect all charges authorized in the PHUGA sewer system fee schedule. County shall pay JPUD for its services to operate the PHUGA sewer system using revenue from charges paid pursuant to PHUGA sewer system fee schedule and County's other sources of funds, if the charges paid pursuant to the PHUGA sewer system fee schedule are insufficient.

16.2 No Joint Budget.

This Agreement does not contemplate a joint budget.

16.3 Collection of Monthly Charges.

JPUD shall collect monthly charges from customers each month on the same schedule that is used for JPUD water billing. No later than 45 calendar days following the end of each billing month, JPUD shall provide a report to County showing the status of each customer account. No more than 60 calendar days following the end of each billing month, JPUD shall remit the customer fee revenue to County. JPUD shall transfer customer fee revenue to County on a monthly or quarterly basis, as is mutually agreed upon. County shall place said fee revenue in a separate fund or funds from funds used by the department for other purposes. Fees collected for operation and maintenance shall be placed in a separate account than fees collected for capital, long-term replacement, or from System Development Charges (SDC charges).

16.4 Payment for JPUD Services.

No later than 30 days following the end of each billing month, JPUD shall submit an invoice to County with a detailed and itemized list of JPUD expenses for the month. County shall pay said invoice within 30 calendar days of receiving a properly detailed invoice. County shall use customer revenues to pay for JPUD services. If customer revenues are not adequate to cover all of JPUD costs, County shall cover the difference with its own funds.

16.5 JPUD Billing Format.

JPUD invoices shall contain adequate detail for County to review. Invoices may include direct labor charges and fringe benefits, equipment charges, material invoices, and overhead. If overhead is included in the charges, JPUD shall provide County with a detailed overhead study or audit that adequately demonstrates how the overhead rate was developed and applied.

16.6 Negotiated Costs.

16.6.1 JPUD shall hire a Group III wastewater treatment operator for the PHUGA sewer system who has received a certification from Ecology that they meet the requirements in WAC [173-230-250](#) and have not had their certification suspended or revoked by Ecology.

16.6.2 County shall reimburse JPUD pay fifty percent (50%) of an Ecology certified Group III wastewater treatment operator, including salary, fringe benefits, and reasonable overhead, the cost at market rates.

16.6.3 County shall pay for JPUD's labor and equipment for operation and maintenance of the PHUGA sewer system, including grinder pump systems, at a reasonable cost including salaries, fringe benefits, and reasonable overhead.

16.6.4 County shall reimburse JPUD for the reasonable cost of any materials, supplies, or invoices that JPUD incurs. JPUD shall not add any markup on said costs.

16.6.5 County shall pay JPUD a one-time reasonable fee for billing service set up. JPUD estimates the total cost for the one-time set up \$2,000.

16.6.6 County shall pay JPUD a flat fee of \$800 per month for its customer billing services. Said fee may inflate at a reasonable rate over time to reflect increased JPUD costs or increased numbers of sewer customers.

16.6.7 County and JPUD shall negotiate in good faith regarding other costs as the Parties gain experience in the operation of the PHUGA sewer system. In the meantime, County shall pay JPUD 100 percent of its operating costs.

16.6.8 JPUD and County shall review costs regularly with the shared goal of operating the PHUGA sewer system affordably. JPUD costs listed above are effective at startup of the PHUGA sewer system in 2025 and subject to renegotiation no later than two years (2 years) after startup.

16.7 Overhead Costs.

JPUD shall share with County its cost allocation methodology for distributing overhead costs for management and other allowable overhead costs to the Sewer. Overhead shall be distributed proportionally with consideration given to the PHUGA sewer system's overall share of JPUD operational expenditures.

16.8 Alternative Cost Recovery Methodologies.

This Agreement may be amended to use alternative cost recovery methodologies and invoicing strategies that both Parties determine to be advantageous after adequate experience with operation and maintenance with the PHUGA sewer system is obtained.

16.9 Billings.

A bill that has been properly addressed and deposited in the United States mail, either to the address shown in section 37.1, or to another address designated by County or JPUD in writing, shall be deemed to be presented to County for payment. If both Parties agree in writing, electronic billing may be used, in which case the billing date is the date the bill is sent electronically to the e-mail address designated in writing by County. County's payment in full of the monthly bill shall be due and payable at JPUD's Business Office twenty-five (25) days after the deposit of JPUD bill in the United States mail or the bill is sent electronically to County ("Due Date"). Any bill not paid by the Due Date shall be past due. JPUD may charge interest on any past due bill at the rate applied to other JPUD customers, subject to RCW 35.67.210 or as such statute may be modified, amended or superseded, for every month or portion of a month that the past due amount remains unpaid.

16.10 Notice of Disputed Bill.

If County believes that a bill from JPUD is in error, County shall notify JPUD and provide supporting documents within the thirty (30) calendar days after JPUD's transmittal of the bill to County. Notice of disputed bills shall include payment of undisputed amounts and fifty percent (50%) of disputed amounts. Within ten (10) business days thereafter, the Parties shall meet to attempt to resolve the billing dispute. If the billing dispute cannot be resolved, then the Parties shall proceed with Informal Dispute Resolution under section 31.1.

16.11 Notice and Opportunity to Cure Payment Default.

If a past due bill remains unpaid and no notice of disputed bill has been timely filed as required by section 16.10, JPUD shall give written notice and opportunity to cure to County ("Notice to Cure"). Defaults other than payment defaults, are addressed in section 13.6.

16.12 Default on Payment Obligations.

If County does not pay the past due bill within fifteen (15) business days after the Notice to Cure is mailed by JPUD to County, JPUD shall have the right to collect the past due amount and impose a one-time penalty of ten percent (10%) of the amount of each past due bill. If County has provided notice to JPUD of a dispute concerning a bill, no penalty shall be added to the bill, but interest shall still accrue on the unpaid due amount until the dispute has been resolved and the appropriate payment made, in which case interest shall only apply to the unpaid portion of the appropriate payment. If the dispute resolution process in section 31 results in an appropriate payment that is less than what County has already remitted, JPUD shall refund the difference plus interest. Such interest, if any, accrues at the same rate JPUD charges other ratepayers. JPUD shall have the right to pursue all lawful

means of pursuing debt collection from County. Subject to the dispute resolution process set forth in section 31, failure of County to make payments required under this Agreement shall be considered grounds for JPUD to terminate this Agreement, on at least ten (10) years prior written notice to JPUD.

Section 17 Debt.

County shall be responsible for servicing and retiring any debt that County incurred in the construction of the PHUGA sewer system.

Section 18 Permits.

County has obtained permits for the operation of the PHUGA sewer system. County is ultimately responsible for ensuring that the PHUGA sewer system is operated in accordance with permits. JPUD and County shall cooperate to operate the facilities in accordance with permits.

Section 19 Ownership and Use of Documents.

All non-confidential or de-identified documents, drawings, specifications, and other materials produced by JPUD in connection with the services rendered under this Agreement shall be the property of County whether the project for which they are made is executed or not. JPUD shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with JPUD's endeavors. JPUD shall not be held liable by County for reuse of such documents or modifications thereof, including electronic data.

Section 20 Compliance with Laws Related to the Operation and Maintenance of the PHUGA Sewer System.

The Parties shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the operation and maintenance of the PHUGA sewer system.

Section 21 Audit, Books, and Inspections.

21.1 Audit.

JPUD shall submit to County every audit report sent to it by the Office of the Washington State Auditor (SAS) that reviews JPUD's finances within 30 days of receipt.

21.2 Books.

JPUD shall keep full and complete books of accounts showing all costs and expenses incurred in connection with its operation of the PHUGA sewer system, including the maintenance and operation costs, capital costs, and any other costs or offsetting revenues used in calculating amounts payable by County under this Agreement.



### 21.3 Inspection.

Each Party shall have the right to inspect and copy, during regular business hours, all reports and records maintained by the other Party that relate to operation and maintenance of the PHUGA sewer system, including, but not limited to, operation and maintenance costs or any other matter affecting County's costs, such as flow records, wastewater quality reports, pretreatment monitoring records, connection records and reports, and reports to the Ecology or other regulatory authorities, except records maintained by either Party that are:

21.3.1 Exempt from disclosure pursuant to chapter [42.56](#) RCW, the Public Records Act;

21.3.2 Subject to a privilege in chapter [5.60](#) RCW; or,

21.3.3 Otherwise not subject production in civil litigation.

21.3.4 The Parties agree to comply with the Public Records Act (chapter [42.56](#) RCW) and Witnesses – Competency (chapter [5.60](#) RCW) for purposes of this section.

## Section 22 Sharing Ordinance and Policies.

At least fifteen (15) business days after the Effective Date or the completion of any policies, codes or ordinances related to PHUGA system operation and maintenance, JPUD and County shall provide each other with copies of ordinances, regulations or policies related to the operation or maintenance of the PHUGA sewer system. Each Party shall endeavor to maintain communications with the other Party at the management level in order to be aware of the other Party's interests while proposed ordinances, regulations or policies are being developed.

## Section 23 Indemnification and Hold Harmless.

### 23.1 Mutual Indemnity.

Each Party agrees to defend and indemnify the other Party and its officers, officials, employees, agents and volunteers (and their marital communities) from and against from and against all loss or expense in connection with maintenance and operation of the PHUGA sewer system or for breach of its duties under this Agreement, including but not limited to, all claims for damages, actions, suits, judgments, settlements, attorneys' fees and costs, or other relief caused by the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitee. Claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death and property damages. If the claim, action or suit involves concurrent negligence of the Parties, the indemnity provisions provided in this section shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided in this section constitutes each Party's waiver of immunity under Industrial Insurance, Title [51](#) RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. Should a court of competent jurisdiction

determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JPUD and County, their officers, officials, employees, agents and volunteers (and their marital communities), each Party's liability, including the duty and cost to defend, hereunder shall be only to the extent of their negligence.

23.2 Indemnity Obligations Survive Termination.

The provisions of this section shall survive the expiration or termination of this Agreement.

23.3 Recovery of Cost of Regulatory Violations.

If either Party incurs fines, penalties, remedial capital or cleanup costs for which the other Party has been deemed by an independent investigation as partially or fully responsible, the Party who incurs such fines, penalties, remedial capital or cleanup costs shall have the right to charge the other Party for a proportionate share of any such fines, penalties, remedial capital or cleanup costs, and the other Party agrees to pay such charges. The Parties shall agree on the person to perform the independent investigation. If the Parties cannot agree on the person to perform the independent investigation, then each Party shall submit a list of five (5) persons to the other Party. If any of the five (5) persons listed on each Party's list match, then the highest ranked person on each Party's list shall be selected. If none of the persons on each Party's list match, the first person listed on each Party's list shall select the person to perform the independent investigation.

Section 24 Property Coverage Requirements for County-Owned Structures in the PHUGA System.

Through the WCRP, County shall provide property coverage for the structures it owns in the PHUGA sewer system.

Section 25 Liability Coverage Requirements.

25.1 The Parties Are Covered by Joint Self-Insurance Risk Pools Authorized by chapters [48.62](#) and [39.34](#) RCW.

County is self-insured through its membership in the WCRP. JPUD is self-insured through its membership in PURMS.

25.2 Current and Future Certificates of Coverage Shall be Provided by Each Party.

Within 30 days of executing this Agreement and within 30 days of issuance of a new or amended document issued by each of the Parties' risk pools for coverage of the type of insurance required by this section, the Parties shall provide to each other certificates of coverage from their respective risk pools.

25.3 Required Written Notice of Cancellation, Suspension, Reduction or Material Change in the Membership of a Party in its Respective Risk Pool.

Both Parties agree that not less than thirty (30) days prior to cancellation, suspension, reduction or material change in the membership of a Party in its respective risk pool, written notice of same shall be given to the other Party by registered mail, return receipt requested.

25.4 Required Risk Pool Coverage.

The Parties further agree that their membership in their respective risk pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

25.4.1 General Liability.

General liability coverage with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage is provided:

- 25.4.1.1 Broad Form Property Damage with no employee exclusion;
- 25.4.1.2 Personal Injury Liability, including extended bodily injury;
- 25.4.1.3 Broad Form Commercial Liability;
- 25.4.1.4 Premises - Operations Liability (M&C);
- 25.4.1.5 Independent Contractors and Subcontractors;
- 25.4.1.6 Blanket Contractual Liability; and,
- 25.4.1.7 Employer's Liability or Stop Gap coverage.

25.4.2 Business Automobile Liability.

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

25.5 Each Party's Risk Pool Coverage Shall Be Primary.

Each Party to this Agreement agrees that the coverage provided to it by its membership in its respective risk pool shall be primary with respect to any third-Party claim presented to that Party for the alleged negligent act and omissions of its elected officials, officers, agents and employees (and their marital communities). With respect to all claims of third-party

liability against one Party to this Agreement the coverage provided to the other Party by its membership in a risk pool shall be non-contributory.

Section 26 Worker's Compensation Requirement.

The Parties shall maintain throughout the term of this Agreement worker's compensation insurance with minimum limits not less than that required by state law.

Section 27 Survival.

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

Section 28 Term of Agreement, Notice of Expiration or Negotiation and Termination.

28.1 Term.

The term of this Agreement shall commence on the Effective Date and shall continue until the Expiration Date or termination in accordance with section 28.4

The Expiration Date of this Agreement shall be ten (10) years after the Effective Date or ten (10) years after neither Party gives notice of intent to extend this Agreement the pursuant to section 28.2.

28.2 Notice of Intent to Extend this Agreement.

At least two (2) years prior to the Expiration Date, either Party may give written notice to the other Party of the Party's intention to:

28.2.1 Let this Agreement expire on the Expiration Date; or,

28.2.2 Negotiate changes to the terms and conditions of this Agreement and extend this Agreement.

28.3 Failure to Give Notice Pursuant to section 28.2.

Failure of either Party to give timely written notice as provided in section 28.2, shall result in this Agreement being automatically be extended for an additional ten (10) year term on the terms and conditions in effect on the date notice is given pursuant to section 28.2, subject to the termination provisions in section 28.4.

28.4 Termination. Notwithstanding sections 28.1 through 28.3, either Party may terminate this Agreement at any time with or without cause after providing at least two (2) years prior written notice to the other party. For the avoidance of doubt, the Parties agree that a Party

may suspend performance for a material breach of this Agreement, after fully complying with all notice requirements and the Dispute Resolution process in section 31.

Section 29 Subcontracting and Vendor Requirements.

29.1 JPUD Owns its Performance Required by this Agreement.

JPUD is responsible for meeting all terms and conditions of this Agreement related to its performance under this Agreement. JPUD's performance includes meeting all standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor or vendor to perform is no defense to a breach of this Agreement. JPUD assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor or vendor.

29.2 Required County Approval of All Subcontractors and Vendors.

The director or their designee must approve any proposed subcontractors or vendors in writing.

29.3 Subcontractor or Vendor Disputes.

Any dispute arising between JPUD and any subcontractor or vendor or between subcontractors or vendors must be resolved without involvement of any kind by County and without detrimental impact on the performance under this Agreement.

Section 30 Controlling Law.

The Parties agree that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

Section 31 Dispute Resolution.

31.1 Informal Resolution of Disputes.

Any dispute arising out of this Agreement, including without limitation issues relating to the validity or enforcement of this Agreement and billing disputes under section 16.10, shall be referred to the general manager and the director, who shall meet and make a good faith effort to resolve the dispute among themselves. A decision made by Informal Dispute Resolution in this subsection shall memorialized in a writing signed and dated by the general manager and the director, which briefly describes of the nature of the dispute and the resolution of the dispute.

31.2 Notice of Demand for Alternative Dispute Resolution.

If the Parties have met to resolve the dispute by Informal Dispute Resolution in section 31.1, and the dispute remains unresolved, then within thirty (30) days after the meeting for the Informal Dispute Resolution, the Party raising the issue in dispute may invoke Alternative Dispute Resolution pursuant to section 31.3 by providing the other Party with written notice of the dispute, including a brief description of the nature of the dispute and the Party's proposed resolution of the dispute. Notice given by Party for a billing dispute under section 16.11, shall satisfy the notice requirement in this subsection.

31.3 Alternative Dispute Resolution.

31.3.1 Within fifteen (15) business days after notice is given under section 31.2, the Parties shall meet to explore whether the dispute should be resolved by mediation or arbitration. By mutual agreement, the Parties may submit the dispute to non-binding mediation or to binding arbitration.

31.3.2 If the Parties do not agree to non-binding mediation or if non-binding mediation fails to resolve the dispute, the dispute shall be referred to an arbitrator mutually agreed upon by the parties. If the Parties cannot agree to a single arbitrator, the Parties shall apply to the presiding judge of the Jefferson County Superior Court to appoint a single arbitrator.

31.3.3 The arbitrator shall have the power and authority to grant legal and equitable relief in accordance with Washington law and the provisions of this Agreement.

31.3.4 The arbitrator's decision shall be final and binding on both Parties.

31.3.5 The costs of arbitration shall be borne equally by the Parties.

31.4 Litigation of Disputes.

31.4.1 If a dispute is not resolved informally or by mediation and the Parties do not agree to arbitration, either Party may commence a lawsuit.

31.4.2 In Jefferson County Superior Court on all claims related to the dispute.

31.5 Emergency Relief.

Notwithstanding the other provisions of this subsection, either Party may seek emergency or temporary equitable relief in Jefferson County Superior Court concerning disputes governed by this section 31 if imminent and irreparable harm to the Party likely will result if action is delayed until completion of the dispute resolution procedures in this section 31. The Court may grant such temporary relief as may be required to preserve the status quo or otherwise prevent irreparable harm while the Parties pursue resolution of the dispute. The Court may require the Party requesting relief to give such security as the Court deems necessary for the payment of costs and damages that may be incurred by the other Party resulting from temporary relief wrongfully granted.

Section 32 Legal and Regulatory Compliance.

While performing under this Agreement, JPUD, its subcontractors, vendors, and their employees must comply with all applicable local, state and federal laws, codes, ordinances, and regulations, including but not limited to:

32.1.1 Applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations; and,

32.1.2 State and Federal Anti-Discrimination Laws.

Section 33 No Harassment or Discrimination.

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Contractor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

Section 34 Safety.

While performing under this Agreement, the JPUD shall be responsible for:

34.1 Compliance with all state and federal workplace safety requirements to include compliance with County's safety directives and policies; and,

34.2 Ensuring that its employees performing services are trained in the safety procedures appropriate to assigned work.

Section 35 Drug Use Policy.

While performing services, using illegal drugs, alcohol, or controlled substances on property or premises owned or operate by County is strictly prohibited. JPUD's employees, subcontractors and vendors shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

Section 36 Tobacco Use Policy.

JPUD shall become aware of policies of County on the use of tobacco and shall ensure that all of its employees, subcontractors and vendors comply.

Section 37 General Provisions.

37.1 Notice.

Whenever written notice is required by this Agreement, except for notice to cure or notice to terminate, the notice may be given to the following representatives by actual delivery,

by United States mail, or by electronic mail addressed to a Party at the following addresses or a different address hereafter designated in writing by the Party:

As to Jefferson County:

Public Works Director  
623 Sheridan Street  
Port Townsend, WA 98368

As to Jefferson County  
Public Utility District No. 1:

General Manager  
310 Four Corners Road  
Port Townsend, WA 98368

The date of notice shall be deemed to be the date of actual delivery in person or by electronic mail, or the postmarked date if notice is by United States mail. Notice to Cure or notice of termination shall be accomplished by actual delivery or by both first-class mail and certified mail (with return receipt requested) deposited with the United States Postal Service. In these cases, the date of the notice shall be the date received. This section is not intended to apply to mailings for normal communications, which are commonly communicated by email or other less formal means. Such communications may be directed to the appropriate County or JPUD personnel.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed. Nothing in this section shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

37.2 Severability.

37.2.1 It is the intent of the Parties that if any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid or void, the validity of the remaining provisions of this Agreement or its application shall not be affected, except as provided in section 26.2.1.

37.2.2 If the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to renders the performance of the remaining provisions unworkable and non-feasible, or is found to seriously affect the consideration and is inseparably connected to the remainder of this Agreement, the entire Agreement shall be null and void.

37.3 No Joint Venture - Individual Liability.

This is not an agreement of joint venture or partnership, and no provisions of this Agreement shall be construed so as to make County individually or collectively a partner or joint venturer with JPUD. Neither Party is an agent of the other. Neither County nor JPUD shall be liable for the acts of the other in any representative capacity whatsoever.

37.4 Integrated Agreement.

This Agreement together with any attachments or addenda represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations,



representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the Parties within the scope of this Agreement.

37.5 Modification of this Agreement.

This Agreement may be amended only by a written instrument signed by all of Parties.

37.6 Section Headings.

The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

37.7 Venue, Jurisdiction and Specific Performance.

If of litigation between the Parties, venue and jurisdiction shall lie with the Jefferson County Superior Court of the State of Washington. The Parties shall be entitled to specific performance of the terms and conditions of this Agreement.

37.8 Default Other than Payment Default.

If of a potential default other than on payment obligations addressed in section 37.8, the non-defaulting Party shall issue written notice to the other Party setting forth the nature of the potential default. If the alleged defaulting Party does not dispute the potential default, it shall use its best efforts to cure the default within ninety (90) calendar days. If such default cannot be reasonably cured within such ninety (90) day period, the alleged defaulting Party shall, upon written request prior to the expiration of the ninety (90) day period, be granted an additional sixty (60) calendar days to cure the default. If the alleged defaulting Party disputes the alleged non- payment default, it shall proceed with its dispute according to the dispute resolution process section 31.

37.9 Force Majeure.

The time periods for the Parties' performances under any provisions of this Agreement shall be extended for a reasonable period of time which arise out of causes beyond a Party's control and without fault or negligence of such Party the respective Party's performances are prevented in good faith due to: fire, flood, earthquake, lockouts, strikes, embargoes, acts of God, war, terrorism or other acts of a public enemy, civil disobedience, or epidemics, pandemics or quarantine restrictions. If this provision is invoked, the Parties agree to immediately take all reasonable steps to alleviate, cure, minimize or avoid the cause preventing such performances, at their respective sole cost and expense.

37.10 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns.

37.11 Recitals Incorporated by Reference.

The Recitals set forth in section 1, are hereby incorporated in this Agreement in full by this reference.

37.12 No Third-Party Beneficiaries.

Except as expressly set forth in this Agreement, nothing in this Agreement is intended to confer upon any person or entity, other than the Parties, any rights, benefits, privileges or obligations. No such third-party shall have any right to enforce any of the terms of this Agreement unless expressly stated otherwise.

37.13 Waiver.

A waiver by either Party of any terms or conditions of this Agreement shall not be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach or default by either Party under this Agreement be deemed or construed to constitute a waiver of any different, other or subsequent breach or default, whether of the same or any other term or condition of this Agreement. Any waiver of a breach or default under this Agreement shall be done in writing and signed by the representatives of the Parties.

37.14 No Assignment.

No Party shall sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of all Parties.

37.15 Attachments.

All attachments to this Agreement are incorporated into this Agreement in full by this reference.

37.16 Public Records Act Compliance.

County shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act, chapter [42.56](#) RCW. JPUD shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act.

37.17 Records Retention.

37.17.1 All books, records, documents, and other material relevant to this Agreement, including but not limited to evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform this Agreement, shall be retained by the Parties for the period required by the most recent version of the Local Government Common Records Retention Schedule (CORE) published by the Local Records Committee in accordance with RCW [40.14.070](#).

- 37.17.2 If any audit, claim, litigation or public records request is started before the expiration of the retention period in CORE, the records described in section 32.17.1 shall be retained until audit findings, claims, litigation and public records request involving these records have been resolved.
- 37.17.3 The records described in section 32.17.1 shall be subject to inspection, review or audit by personnel of both Parties, the Office of the State Auditor, and federal officials so authorized by law.
- 37.17.4 The records described in section 32.17.1, in any medium, furnished by one Party to another party, shall remain the property of the furnishing Party, unless otherwise agreed.

37.18 Recording of this Agreement Required.

Pursuant to RCW [39.34.040](#), this Agreement and all amendments shall be recorded by County with the Jefferson County Auditor following its approval and execution by the Parties and the cost of such recording paid by County. Proof of the recording shall be proved to JPUD within ten (10) days of recording.

37.19 Arms-Length Negotiations.

The Parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

37.20 Facsimile and Electronic Signatures.

The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

37.21 Permit Contingency.

This Agreement is contingent upon County obtaining from Ecology all permits necessary to operate the PHUGA sewer system.

37.22 Representations and Warranties.

- 37.22.1 Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the Party for whom their signature is being made;
- 37.22.2 Each Party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further internal approval is necessary; and,
- 37.22.3 Each person signing this Agreement has read this Agreement in its entirety, know the contents of this Agreement, agrees that the terms and conditions are contractual and not merely recitals, and agrees that they have signed this Agreement, having obtained the advice of legal counsel.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

**JEFFERSON COUNTY WASHINGTON**  
Board of County Commissioners  
Jefferson County, Washington

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

By: \_\_\_\_\_  
Kate Dean, Chair Date

By: \_\_\_\_\_  
Kenneth Collins, Commissioner Date

By: \_\_\_\_\_  
Greg Brotherton, Commissioner Date

By: \_\_\_\_\_  
Dan Toepper, Commissioner Date

By: \_\_\_\_\_  
Heidi Eisenhour, Commissioner Date

By: \_\_\_\_\_  
Jeff Randall, Commissioner Date

By: \_\_\_\_\_  
Monte Reinders, Date  
Public Works Director

By: \_\_\_\_\_  
Kevin Streett, General Manager Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Galloway, CMC Date  
Clerk of the Board

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
Philip C. Hunsucker, Date  
Chief Civil Deputy Prosecuting Attorney,  
Counsel for Jefferson County

\_\_\_\_\_  
Joel Paisner, Date  
Ascent Law Partners, LLP, Counsel for Jefferson  
County Public Utility District No. 1



## AGENDA REPORT

**DATE:** November 19, 2024  
**TO:** Board of Commissioners  
**FROM:** Kevin Streett  
**RE:** PUD Membership Associations, Councils and Committees

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**BACKGROUND:** Listed below are the Memberships, Councils and Committees the PUD Board of Commissioners belong to. The annual dues listed are what we have on file as either what we currently pay or what we're projected to pay in 2025.

Membership Association/Council or Committee	BOC/Staff Participation	Annual Dues Amount
Washington PUD Association (WPUA)	Jeff Randall Ken Collins (Board) Dan Toepper	\$77,445.00
Northwest Public Power Association (NWPPA)	Jeff Randall Ken Collins Dan Toepper	\$19,700.00
Northwest Open Access Network (NOANET)	Dan Toepper	\$0
Public Power Council (PPC)	(Rotate) Jeff Randall Dan Toepper Ken Collins	\$28,000.00
Energy Northwest	Jeff Randall	\$0
NRECA NRECA Broadband	Dan Toepper Jeff Randall Ken Collins	\$36,629.00 \$12,300.00
Jefferson County Infrastructure Advisory Committee	Dan Toepper	\$0
Public Utility Risk Management Services (PURMS)	Ken Collins	\$0
North Olympic Peninsula Resource Conservation & Development Council (NODC)	Jeff Randall	\$900.00
American Public Power Association (APPA)	All	\$19,100.00

Western Public Agencies Group (WPAG)	All	\$13,600.00
Public Infrastructure Fund (PIF)	Dan Toepper	\$0
North Olympic Legislative Alliance (NOLA)	Kevin Streett	\$0
Pacific Northwest Utility Coordination Council (PNUCC)	Jeff Randall	\$2,780.00
Workforce Development Council	Jeff Randall	\$0
Jefferson Utility Coordinating Council		\$150.00
Jefferson County Home Builders Association		\$437.50
Cooperative Response Center, Inc.		\$0 Onetime payment 2022 pd
Jefferson County Fire Chiefs Association	Dan Toepper, Kevin Streett, Don McDaniel	\$0
American Water Works Association		\$2,500.00
ICG	All	\$0
Economic Development Council	Dan Toepper	\$0
PNWS-AWWA Washington Water Utility Council		\$250.00