

RESOLUTION NO. 2014 - 007

A RESOLUTION of the Commission of Public Utility District No. 1 of Jefferson County authorizing the execution and approval of a Seventh Repayment Agreement relating to a line of credit for Northwest Open Access Network.

WHEREAS, Public Utility District No. 1 of Jefferson County (the "District"), along with other Washington municipal corporations (collectively, the "Members"), is a member of Northwest Open Access Network, a Washington nonprofit mutual corporation ("NoaNet"); and

WHEREAS, NoaNet intends to establish a line of credit in the principal amount of not to exceed \$8,000,000 (the "Line of Credit") and to draw on such Line of Credit in order to finance improvements to and expansion of NoaNet facilities as authorized by resolution of the NoaNet Board; and

WHEREAS, as a condition to extending the Line of Credit to NoaNet, the lender has required that the Members of NoaNet be obligated for repayment of amounts due on the Line of Credit; and

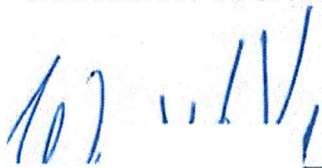
WHEREAS, it is in the best interest of the District and its customer-owners for the District to enter into an agreement with NoaNet setting forth the terms under which, in the event NoaNet's revenue is insufficient to repay the Line of Credit, the District will repay NoaNet for draws on the Line of Credit based on the District's percentage interest; and

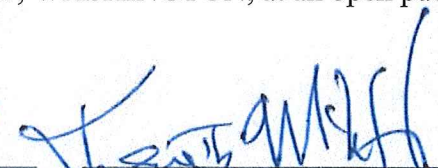
WHEREAS, such agreement with NoaNet shall not be effective, and the note evidencing the Line of Credit shall not be issued, unless all Members have adopted resolutions approving such agreement;


NOW, THEREFORE, BE IT RESOLVED as follows:

1. The [General] Manager of the District is hereby authorized to execute on behalf of the District the Seventh Repayment Agreement in substantially the form attached to this Resolution (the "Repayment Agreement") and such Repayment Agreement is hereby approved.
2. The Manager of the District or his or her designee is hereby authorized to take any and all actions necessary or appropriate to assist NoaNet in obtaining the Line of Credit.

ADOPTED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, WASHINGTON, at an open public meeting this 1st day of July, 2014.


G. K.
Presid&t


Kenneth McMillen
Vic resident


Barney Burke
Secret. ry

CERTIFICATE OF THE SECRETARY OF
THE COMMISSION

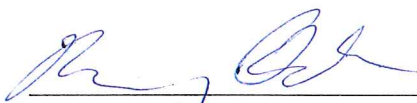
I am the duly elected Secretary of the Commission of Public Utility District No. 1 of Jefferson County, Washington (the "District") and I hereby certify the following:

James G. Parker is the duly appointed and acting Manager of the District and has executed the Seventh Repayment Agreement among Northwest Open Access Network ("NoaNet"), the District and the other members of NoaNet (the "Repayment Agreement").

Attached to this certificate is a true copy of Resolution No. 2014-0053 (the "Resolution") authorizing the Repayment Agreement. The Resolution is in full force and effect and has not been amended, revised or repealed.

The Resolution was adopted on 1 July, 2014, which is a regularly scheduled meeting of the Commission of the District that was open to the public and at which a quorum of the Commission was present throughout. A legally sufficient number of members of the Commission voted on the adoption of the Resolution. A copy of the minutes showing the adoption of the Resolution is attached to this certificate.

Dated this 1st day of July, 2014.



Barney Burke
Secretary of the Commission of
Public Utility District No. 1 of
Jefferson County, Washington

SEVENTH REPAYMENT AGREEMENT

This Seventh Repayment Agreement (the "Agreement"), effective _____, 2014, is by and among Northwest Open Access Network ("NoaNet") and Public Utility District Nos. 1 of Benton, Clallam, Franklin, Jefferson, Kitsap, Okanogan and Pend Oreille Counties, Public Utility District No. 2 of Pacific County, Public Utility District No. 3 of Mason County, and Energy Northwest (collectively, the "Members"). The Members that are public utility districts are established and operated pursuant to RCW Chapter 54; Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52; and NoaNet is a nonprofit mutual corporation established and operated pursuant to RCW Chapters 24.06 and 39.34.

WHEREAS, NoaNet was formed pursuant to an Interlocal Cooperation Agreement/Northwest Open Access Network (the "NoaNet Interlocal Cooperation Agreement"):

- (1) to assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;
- (2) to assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;
- (3) to allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members on an at-cost basis to those who make their networks available to all providers and users, and by others as provided by law;
- (4) through the use of such network, to improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers; and
- (5) to do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others; and

WHEREAS, the Board of Directors of NoaNet (the "Board") adopted Resolution No. 137 on July 9, 2014 (the "Line of Credit Resolution") authorizing NoaNet to establish a nonrevolving line of credit in the principal amount of not to exceed \$8,000,000 (the "Line of Credit") with Bank of America, N.A. (the "Bank") and to draw on such Line of Credit to pay capital expenditures for improvements to and expansion of NoaNet facilities; and

WHEREAS, as a condition to extending the Line of Credit to NoaNet, the Bank required that the Members be obligated for repayment of amounts due on the Line of Credit; and

WHEREAS, on June 16, 2011, the Board adopted Resolution No. 114 authorizing NoaNet to issue its Telecommunications Network Revenue Refunding Bonds, 2011 (Taxable) (the "Bonds") in the principal amount of \$13,165,000; and

WHEREAS, on August 15, 2012, the Board adopted Resolution No. 126 authorizing NoaNet to establish a line of credit in the amount of not to exceed \$5,000,000 and to issue a Northwest Open Access Network Note, 2012 (Taxable) (the "2012 Note") to evidence such line of credit; and

WHEREAS, the Board of Commissioners of each Member is expected to adopt a resolution approving this Agreement and the repayment by each Member of the Line of Credit as provided in this Agreement (each a "Member Resolution"); and

WHEREAS, the Members and NoaNet wish to set forth the terms under which the Members shall repay NoaNet for the principal of and interest on the Line of Credit when due;

NOW, THEREFORE, NoaNet and the Members agree as follows:

Section 1. Term. This Agreement shall take effect upon its execution by NoaNet and the Members and shall expire when the Bank has no further obligations to fund draws under the Line of Credit and the Line of Credit has been repaid in full.

Section 2. Guarantee and Payment by Members.

(a) Each Member hereby acknowledges and agrees that it is a guarantor of the Line of Credit and is liable to repay NoaNet for amounts due and owing with respect to outstanding principal of and interest on the Line of Credit up to the maximum percentage interest listed on Schedule A ("Percentage Interest").

(b) Interest on outstanding principal amounts drawn on the Line of Credit is payable to the Bank quarterly on each February 1, May 1, August 1 and November 1, commencing on November 1, 2014. Principal drawn on the line of credit is payable on November 1, 2015 and quarterly thereafter, with each principal payment equal to one-twentieth of the outstanding principal balance of the Note as determined on August 1, 2015. To the extent that NoaNet funds are insufficient, after paying or providing for operation and maintenance expenses of NoaNet and the Bonds and the 2012 Note, or the NoaNet Board determines that it is not in the best interest of NoaNet to draw on the Line of Credit to pay interest, NoaNet shall bill each Member no less than 30 days in advance of each interest payment date, for each Member's Percentage Interest of such interest amounts due and owing to the Bank. Each Member shall remit payments to the Bank for the account of NoaNet no later than five business days prior to each interest payment date. Interest shall accrue from the date NoaNet draws money on the Line of Credit at a variable rate per annum equal to the LIBOR Daily Floating Rate plus 2.75% or at the LIBOR Fixed Rate plus 2.75%. On August 1, 2015, the Note may be converted to a term loan repayable in 20 consecutive quarterly principal installments, each equal to 1/20th of the outstanding balance of the Note, as determined on August 1, 2015, plus all accrued interest. All interest shall be computed on the principal amount outstanding on the basis of a 360-day year and actual days elapsed.

To the extent that NoaNet funds are insufficient, after paying or providing for operation and maintenance expenses of NoaNet and the Bonds, and the 2012 Note, NoaNet shall bill each Member, no less than 30 days in advance of each principal payment date, for each Member's Percentage Interest of such principal amount due and owing to the Bank. Each Member shall remit payments to the Bank for the account of NoaNet no later than five business days prior to each principal payment date.

A Member may prepay interest and/or principal it owes under this Agreement in whole or in part to the next payment date at any time without penalty.

(c) All Members except Energy Northwest and Public Utility District No. 1 of Kitsap County ("Kitsap PUD") shall be required to make payments to NoaNet under this Agreement only from the revenues derived from the ownership and operation of their electric utility properties. Energy Northwest shall be required to make payments to NoaNet under this Agreement only from the revenues in its Energy Northwest Business Development Fund. Kitsap PUD shall be required to make payments to NoaNet under this Agreement from all revenues of the District. The payments to be made by each Member to NoaNet under this Agreement shall be payable after payments of operating and maintenance expenses, principal of and interest on any existing and future obligations of the Members' systems from which payments are pledged, and required reserves for such obligations and as otherwise required to conform to bond and note covenants of the Member. Each Member agrees that it will establish, maintain and collect rates and charges for power and energy and other services, facilities and commodities sold, furnished or supplied by it through its electric utility properties (or any revenues of the District in the case of Kitsap PUD or the services, facilities and commodities that finance its Business Development Fund in the case of Energy Northwest), which shall be adequate to provide revenues sufficient to enable the Member to make its required payments under this Agreement. Subject to the limitations of this paragraph, each Member's obligation hereunder is unconditional and absolute, and is not subject to offset.

(d) Each Member shall remain obligated pursuant to this Agreement to pay its respective share of principal of and interest on the Line of Credit, when due, regardless of whether the Member remains a member of NoaNet.

Section 3. Assignment; Third Party Beneficiary. The parties shall not assign their interests or obligations under this Agreement without the prior written consent of the other parties. This Agreement shall inure to the benefit of and shall bind the respective assigns. The Bank shall be a third-party beneficiary of this Agreement. There are no other third party beneficiaries of this Agreement.

Section 4. Severability. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

Section 5. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Washington.

Section 6. Counterparts. This Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

Section 7. Waiver. No provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

Section 8. Communications. Communications between the parties, including bills sent pursuant to Section 2(b), shall be delivered in person, mailed, emailed or faxed to the addresses and to the attention of the person(s) specified on Schedule B of this Agreement. A party may change such address or specified person(s) by submitting to the other parties a revised Schedule B.

Section 9. Representations.

(a) Each Member (with the exception of Energy Northwest) hereby represents and warrants that it is a public utility district duly organized, existing and operating under the provisions of Chapter 54 RCW with full power and authority to enter into and perform its obligations under the NoaNet Interlocal Cooperation Agreement and this Agreement. Energy Northwest represents and warrants that it is a joint operating agency duly organized, existing and operating under the provisions of Chapter 43.52 RCW with full power and authority to enter into and perform its obligations under the NoaNet Interlocal Cooperation Agreement and this Agreement.

(b) Each Member hereby represents and warrants that there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or threatened against such Member that challenges, contests or questions the adoption or validity of the applicable Member Resolution, that seeks to prohibit, restrain or enjoin such Member from complying with the NoaNet Interlocal Cooperation Agreement or this Agreement, that affects or questions the validity or enforceability of the NoaNet Interlocal Cooperation Agreement or this Agreement, or that challenges or affects the corporate existence of such Member or the titles of its officers.

(c) Each Member hereby represents and warrants that the execution, delivery and performance by such Member of its obligations under this Agreement does not conflict with or constitute a breach of or a default under any constitutional, statutory or administrative provision of the State of Washington applicable to such Member or any judgment, decree, bond, note, resolution, indenture, contract or agreement or any other instrument to which such Member is subject or bound.

Section 10. Amendments. No amendment of any provision of this Agreement shall be valid unless set forth in a written amendment signed by all parties.

Section 11. Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given in the Line of Credit Resolution.

Section 12. Effectiveness of Agreement. This Agreement shall not be effective unless all Members have adopted resolutions approving the Agreement.

NORTHWEST OPEN ACCESS NETWORK

By _____
Chief Executive Officer

MEMBERS:

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY

By _____
General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
CLALLAM COUNTY

By _____
General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
FRANKLIN COUNTY

By _____
General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
JEFFERSON COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
OKANOGAN COUNTY

By _____
General Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
General Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND
OREILLE COUNTY

By _____
General Manager

ENERGY NORTHWEST

By _____
Chief Executive Officer

**SCHEDULE A
(NINTH AMENDED)**

Member	Percentage Interest
Benton PUD No. 1	20.72%
Clallam PUD No. 1	10.57
Energy Northwest	8.04
Franklin PUD No. 1	4.39
Jefferson PUD No. 1	0.21
Kitsap PUD No. 1	18.97
Mason PUD No. 3	15.11
Okanogan PUD No. 1	8.04
Pacific PUD No. 2	8.19
Pend Oreille PUD No. 1	<u>5.76</u>
Total	100.00%

SCHEDULE B

Addresses of NoaNet and Members

NoaNet: NoaNet
5802 Overlook Avenue NE
Tacoma, WA 98422
Phone (206) 219-3640
Fax (425) 671-0093
Attention: Greg Marney, Chief Executive Officer (gmarney@noanet.net)
Dave Spencer, Treasurer (dspencer@noanet.net)

Members:

Energy Northwest
3000 George Washington Way
Mail Drop 1035
Richland, WA 99352-0968
Phone (509) 377-8625
Fax (509) 377-8124
Attention: Donald W. Queen, Business Services Manager
(dwqueen@energy-northwest.com)
Jeffrey Windham, Assistant Treasurer
(jwindham@energy-northwest.com)

Public Utility District No. 1 of Benton County
2721 W. Tenth Avenue
P.O. Box 6270
Kennewick, WA 99336
Phone (509) 582-2175
Fax (509) 586-1710
Attention: Chad Bartram, General Manager (bartramc@bentonpud.org)
Kevin White, Treasurer (whitek@bentonpud.org)

Public Utility District No. 1 of Clallam County
2431 East Highway 101
P.O. Box 1090
Port Angeles, WA 98362-0207
Phone (360) 452-9771
Fax (360) 452-9338
Attention: Doug Nass, General Manager (dougnc@clallampud.net)
David Papandrew, Treasurer/Controller
(dpapandrew@clallampud.net)

Public Utility District No. 1 of Franklin County
1411 W. Clark
P.O. Box 2407
Pasco, WA 99302
Phone (509) 547-5591
Fax (509) 547-4116
Attention: Ed Brost, General Manager (ebrost@franklinpud.com)
Tim Nies, Director of Administrative Services
(tnies@franklinpud.com)

Public Utility District No. 1 of Jefferson County
230 Chimacum Rd.
P.O. Box 929
Port Hadlock, WA 98339
Phone (360) 385-5800
Fax (360) 385-5945
Attention: James Parker, Manager (jparker@jeffpud.org)
Michael Legarsky, Finance Director (mlegarsky@jeffpud.org)

Public Utility District No. 1 of Kitsap County
1431 Finn Hill Rd.
P.O. Box 1989
Poulsbo, WA 98370
Phone (360) 779-7656
Fax (360) 779-3284
Attention: David Siburg, Manager (dsiburg@kpud.org)

Public Utility District No. 3 of Mason County
2621 E. Johns Prairie Road
P.O. Box 2148
Shelton, WA 98584
Phone (360) 426-8255
Fax (360) 426-8547
Attention: Annette Creekpaum, Manager (annettec@masonpud3.org)
Sherry Speaks, Finance Manager/Auditor
(sherrys@masonpud3.org)

Public Utility District No. 1 of Okanogan County
1331 2nd Avenue North
P.O. Box 912
Okanogan, WA 98840
Phone (509) 422-3310
Fax (509) 422-4020
Attention: John Grubich, General Manager (johng@okpud.org)
Don Coppock, Director of Finance/Auditor (donc@okpud.org)

Public Utility District No. 2 of Pacific County

405 Duryea Street

P.O. Box 472

Raymond, WA 98577

Phone (360) 942-2411

Fax (360) 875-9388

Attention: Douglas L. Miller, General Manager (dougml@pacificpud.org)
Mark Hatfield, Finance Manager (markh@pacificpud.org)

Public Utility District No. 1 of Pend Oreille County

130 N. Washington

P.O. Box 190

Newport, WA 99156

Phone (509) 447-3137

Fax (509) 447-5824

Attention: John Jordan, General Manager (jjordan@popud.org)
Sarah Holderman, Treasurer (sholderman@popud.org)