

WEST SOUND UTILITY DISTRICT

Board of Commissioners
Regular Board Meeting

June 21, 2023
1:00 PM

Please direct your smart device or computer to www.wsud.us/meetings for information on virtual attendance.

AGENDA

PUBLIC COMMENTS

CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of June 7, 2023
2. Approval of Vouchers WSUD #31459 through #31499 in the amount of \$279,666.78
3. Approval of Vouchers SKWRF #17501 through #17521 in the amount of \$856,957.39
4. Approval of the June Payroll in the amount of \$208,898.10

BOARD DISCUSSION/ACTION ITEM

1. Discussion, Engrossed Substitute House Bill 1329
2. Discussion, HRA VEBA
3. Resolution 1089-23, Declaring an Emergency Related to Well 16
4. Resolution 1090-23, DEC Acceptance, Parkside Plat Utilities

STAFF REPORTS

1. Plant Manager
2. Operations Manager
3. Finance Manager
4. General Manager

COMMISSIONERS' REPORTS

EXECUTIVE SESSION

Executive Sessions may be scheduled or announced for discussions per RCW 42.30.110.

FUTURE MEETINGS

June 21	Sewer Advisory Committee Rescheduled for September 20th
July 5	Regular Board Meeting
July 21	Regular Board Meeting

Executive Sessions may be scheduled as needed for personnel, legal and other similar matters.

The Board may add and take action on other items not listed on the agenda

WEST SOUND UTILITY DISTRICT
Minutes of Meeting of the Board of Commissioners
2924 SE Lund Avenue, Port Orchard, WA 98366
Wednesday, June 7, 2023, at 1:00 p.m.

Chairperson: Susan Way
Vice Chairperson: James J. Hart
Commissioner: Jerry Lundberg

Attending: Randy Screws, General Manager
John Tapia, Operation Manager
Marty Grabill, Plant Manager
Joy Ramsdell, Finance Manager
Ken Bagwell, Attorney
Amber Brooks, Accounting/Office Assistant

The meeting was called to order by Commissioner Way at 1:00 p.m.

PUBLIC COMMENTS

CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of May 17, 2023
2. Approval of Vouchers WSUD #31415 through #31458 in the amount of \$354,125.70
3. Approval of Vouchers SKWRF #17475 through #17500 in the amount of \$86,275.54

Commissioner Way moved to approve the items in the Consent Agenda. The motion was seconded by Commissioner Hart; the motion was approved 3-0.

BOARD DISCUSSION/ACTION ITEM

Resolution 1084-23, Contract Award, Brixx Development, LLC.
Passed 3-0

Resolution 1085-23, Contract Award, Well 22 Project, Holt Services, Inc.
Passed 3-0

Resolution 1086-23, Professional Services Agreement, BHC Consultants
Passed 3-0

Resolution 1087-23, DEC Acceptance, Four Seasons Plat and Utility Extensions
Passed 3-0

Resolution 1088-23, DEC Acceptance, Payseno Lane Phase II
Passed 3-0

STAFF REPORTS

PLANT MANAGER'S REPORT

Plant Manager Marty Grabill reported:

- Testing and monitoring as required by the permits.
- Primary skimmers were delivered last week. We began installation Monday, and one primary skimmer is set for completion this week. Hoping for the full completion of both skimmers by the end of next week.
- Load bank replacement. Contract signed, awaiting load bank delivery. Legacy Power Systems will install this.
- Blower replacement. Awaiting delivery date of end-of-month for installation.
- Currently looking at different preventative maintenance software for the treatment plant due to current software price increases. Prices seem to be elevated regarding the start-up costs, although annual costs are comparable, but much better software all around than our current Antero.
- Still working on NPDES permit renewal due by June 30th.

PSE Conservation Grant Agreement (2021-2023)

- Continuous work with PSE on Conservation Grant Agreement. Year three of three.
- Received an incentive payment from PSE of \$1077 last month for 2022 energy savings.
- Working on grant funding.

Rotary Drum Thickener-ESCO (2022)

- Job started 5/15/23.
- Thickener and components have been installed. Piping and electrical are ongoing into next week, followed by floor coatings for completion.
- We are set for a Closeout walk-through set for 7/10.

Nutrient General Permit (2022)

- Ongoing testing and documentation.
- Currently attempting to get testing approved in-house.
- Currently at 25,485 Annual load pounds through the year's first four months with an annual action level of 215,000 lbs.

OPERATION MANAGER'S REPORT

Operations Manager John Tapia reported:

CIP - South Park Main Replacement

- Locate and survey completed for the site.
- WSE is working on the recommended easement.

Powell Booster Station Engineering

- 100% Plans are completed.

Fircrest/Mile Hill Main Replacement

- 2” galvanized to be replaced.
- Possible development going in.

Olney Sewer Replacement

- An engineering contract has been signed with WSE.
- Project design has started with locate being complete.
- Sent our information back over to WSE last week.

Crew

1. St. Vincent DePaul project City contacted about the permit. Reached out to Caseco for time update. Says were on his schedule.
2. Commercial Water meter replacements continue.
3. Residential water meter replacements continue.
4. Continuing as meters are replaced, we are doing service line inventory and that’s in Vue works.
5. Vac-con ordered. End of June. Still on that schedule.
6. The TV van received it on Monday!
7. New Pumps installed in Villa Carmel. The second pump VFD IOS card is in and now needs updated drives. Tomorrow it will be done.
8. Catching up on flush/TV work orders.
9. WSDOT Franchise permit is moving forward.
10. Preparing for this year’s sanitary survey.

Water Production: Through May

- 2022- 204,391,000
- 2023- 211,465,000
- 1.9-million-day avg.
- Difference- 7,074,000 more

Rain Gauge:

- 2022- 28.05
- 2023- 19.22

Difference- 8.83” LESS than last year

FINANCE MANAGER’S REPORT

Finance Manager Joy Ramsdell reported:

- May billed water consumption is about 38 million gallons which 7% increase from a year ago.

- Water sale revenue was \$356K, sewer sale revenue was \$444K, both increased 11%
- Water added 32 ERU received \$153K.
- Over 1909 accounts used an online payment system including 1667 autopay.
- 31 final bills
- The District and the Plant's annual reports were filed.
- We found out some meters were wrong entered in SB during meter replacement. CS fixed it and adjusted billing for the past 3 years.

GENERAL MANAGER'S REPORT

General Manager Randy Screws reported:

- Staff continue to assess installation scenarios for the proposed carport-type area for District vehicles.
- Staff continue working on the re-establishment of a franchise agreement with WSDOT for water utilities.
- Water system plan. The Board was previously informed that the District was notified by DOH that they are nearing the issuance of an approval letter. We continue to consider and address comments from adjacent purveyors. No change in status.
- Continuing to work on the viability of gravity sewer from the Annapolis lift station to eliminate the overflow connection to the City's sewer system. Initial survey results indicate the potential is viable. We will move to the next steps of locates and placement to ensure an unobstructed route. If successful, we will begin designing and preparation of bidding documents.
- The new PEBB HCA rates have been provided to the employees. The new rates show an increase of approximately \$15 across the board for all plans effective July 1st.
- The District has been notified of changes to the DRS contribution rates. The employee rate will remain the same at 6.36% and the employer rate will decrease by 1% from 10.39% to 9.39%.
- An in-person meeting/presentation is scheduled for June 13th at 8:00 am to provide information to WSUD staff and elected officials regarding VEBA Programs and considerations.
- Currently working on PWB loan applications for four water projects. The staff has discussed the 2023-2025 Capital Plan to determine viable projects to consider for PWB Loans/grants. For the water utility. The following projects have been determined as candidates for potential loans.
 - Fish barriers ~2.84 million,
 - Powell booster pump station ~2.85million,
 - Bethel Road ~3.1 million, and
 - the Lund Avenue roundabouts at ~1.2 million
- The Sewer Advisory Committee Meeting tentatively scheduled for June 21st appears to potentially have some conflicts. Please check your emails to ensure you see notifications of change or cancellation.

- A five-minute Executive Session is requested to discuss with Legal Counsel potential litigation under RCW 42.30.110 section (1)(i). No action will be taken at the conclusion of the Executive Session.

COMMISSIONERS' REPORTS

Commissioner Hart talked about Section 2 talking about watching out for the A.I, may need to look into more security. Also went to the Association Meeting this month. Commissioner Way and Lundberg had nothing to report.

EXECUTIVE SESSION

The Board entered a 5-minute Executive Session with GM Randy Screws at 1:50 p.m. Executive Session ended at 1:51 p.m. with action taken.

ADJOURN

Commissioner Hart moved to adjourn the meeting at 1:51 p.m. Motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

Susan Way
Chairperson

James Jay Hart
Vice-Chairperson

Jerry Lundberg
Secretary

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1329

Chapter 105, Laws of 2023

68th Legislature
2023 Regular Session

UTILITY SHUTOFFS—EXTREME HEAT

EFFECTIVE DATE: July 23, 2023

Passed by the House February 27, 2023
Yeas 64 Nays 31

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 10, 2023
Yeas 29 Nays 20

DENNY HECK

President of the Senate

Approved April 20, 2023 9:50 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1329** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

April 21, 2023

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1329

Passed Legislature - 2023 Regular Session

State of Washington 68th Legislature 2023 Regular Session

By House Environment & Energy (originally sponsored by Representatives Mena, Alvarado, Berry, Duerr, Leavitt, Morgan, Ramel, Ryu, Senn, Simmons, Timmons, Kloba, Bateman, Slatter, Orwall, Reed, Lekanoff, Gregerson, Doglio, Tharinger, Cortes, Donaghy, Pollet, Callan, Fosse, Macri, Davis, and Stonier; by request of Attorney General)

READ FIRST TIME 02/13/23.

1 AN ACT Relating to preventing utility shutoffs for nonpayment
2 during extreme heat; amending RCW 54.16.285, 57.08.081, 80.28.010,
3 87.03.015, 59.18.060, and 59.20.070; adding a new section to chapter
4 23.86 RCW; adding a new section to chapter 24.06 RCW; and adding a
5 new section to chapter 35.21 RCW.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** A new section is added to chapter 23.86
8 RCW to read as follows:

9 (1) As used in this section, any locally regulated utility as
10 defined in RCW 23.86.400 may not effect, due to lack of payment, an
11 involuntary termination of electric utility service to any
12 residential user, including tenants of metered apartment buildings
13 and residents of mobile homes, on any day for which the national
14 weather service has issued or has announced that it intends to issue
15 a heat-related alert, such as an excessive heat warning, a heat
16 advisory, an excessive heat watch, or a similar alert, for the area
17 in which the residential user's address is located.

18 (2)(a) A residential user at whose dwelling electric utility
19 service has been disconnected for lack of payment may request that
20 the locally regulated utility reconnect service on any day for which
21 the national weather service has issued or has announced that it

1 intends to issue a heat-related alert, such as an excessive heat
2 warning, a heat advisory, an excessive heat watch, or a similar
3 alert, for the area in which the residential user's address is
4 located. The locally regulated utility shall inform all customers in
5 the notice of disconnection of the ability to seek reconnection and
6 provide clear and specific information on how to make that request,
7 including how to contact the utility.

8 (b) Upon receipt of a request made pursuant to (a) of this
9 subsection, the locally regulated utility shall promptly make a
10 reasonable attempt to reconnect service to the dwelling. The locally
11 regulated utility, in connection with a request made pursuant to (a)
12 of this subsection, may require the residential user to enter into a
13 payment plan prior to reconnecting service to the dwelling. If the
14 locally regulated utility requires the residential user to enter into
15 a repayment plan, the repayment plan must comply with subsection (3)
16 of this section.

17 (3) A repayment plan required by a locally regulated utility
18 pursuant to subsection (2)(b) of this section will be designed both
19 to pay the past due bill by the following May 15th, or as soon as
20 possible after May 15th if needed to maintain monthly payments that
21 are no greater than six percent of the customer's monthly income, and
22 to pay for continued utility service. The plan may not require
23 monthly payments in excess of six percent of the customer's monthly
24 income. A customer may agree to pay a higher percentage during this
25 period, but will not be in default unless payment during this period
26 is less than six percent of the customer's monthly income. If
27 assistance payments are received by the customer subsequent to
28 implementation of the plan, the customer shall contact the locally
29 regulated utility to reformulate the plan.

30 (4) On an annual basis, each locally regulated utility with more
31 than 25,000 retail electric customers in Washington must submit a
32 report to the department of commerce that includes the total number
33 of disconnections that occurred on each day for which the national
34 weather service issued, or announced that it intended to issue, a
35 heat-related alert. Locally regulated utilities with fewer than
36 25,000 retail electric customers in Washington must provide similar
37 information upon request by the department.

38 (a) Subject to availability, each locally regulated utility must
39 provide any other information related to utility disconnections that
40 is requested by the department.

1 (b) The information required in this subsection must be submitted
2 in a form, timeline, and manner as prescribed by the department.

3 NEW SECTION. **Sec. 2.** A new section is added to chapter 24.06
4 RCW to read as follows:

5 (1) As used in this section, any locally regulated utility as
6 defined in RCW 24.06.600 may not effect, due to lack of payment, an
7 involuntary termination of electric utility service to any
8 residential user, including tenants of metered apartment buildings
9 and residents of mobile homes, on any day for which the national
10 weather service has issued or has announced that it intends to issue
11 a heat-related alert, such as an excessive heat warning, a heat
12 advisory, an excessive heat watch, or a similar alert, for the area
13 in which the residential user's address is located.

14 (2)(a) A residential user at whose dwelling electric utility
15 service has been disconnected for lack of payment may request that
16 the locally regulated utility reconnect service on any day for which
17 the national weather service has issued or has announced that it
18 intends to issue a heat-related alert, such as an excessive heat
19 warning, a heat advisory, an excessive heat watch, or a similar
20 alert, for the area in which the residential user's address is
21 located. The locally regulated utility shall inform all customers in
22 the notice of disconnection of the ability to seek reconnection and
23 provide clear and specific information on how to make that request,
24 including how to contact the utility.

25 (b) Upon receipt of a request made pursuant to (a) of this
26 subsection, the locally regulated utility shall promptly make a
27 reasonable attempt to reconnect service to the dwelling. The locally
28 regulated utility, in connection with a request made pursuant to (a)
29 of this subsection, may require the residential user to enter into a
30 payment plan prior to reconnecting service to the dwelling. If the
31 locally regulated utility requires the residential user to enter into
32 a repayment plan, the repayment plan must comply with subsection (3)
33 of this section.

34 (3) A repayment plan required by a locally regulated utility
35 pursuant to subsection (2)(b) of this section will be designed both
36 to pay the past due bill by the following May 15th, or as soon as
37 possible after May 15th if needed to maintain monthly payments that
38 are no greater than six percent of the customer's monthly income, and
39 to pay for continued utility service. The plan must not require

1 monthly payments in excess of six percent of the customer's monthly
2 income. A customer may agree to pay a higher percentage during this
3 period, but will not be in default unless payment during this period
4 is less than six percent of the customer's monthly income. If
5 assistance payments are received by the customer subsequent to
6 implementation of the plan, the customer shall contact the locally
7 regulated utility to reformulate the plan.

8 (4) On an annual basis, each locally regulated utility with more
9 than 25,000 retail electric customers in Washington must submit a
10 report to the department of commerce that includes the total number
11 of disconnections that occurred on each day for which the national
12 weather service issued, or announced that it intended to issue, a
13 heat-related alert. Locally regulated utilities with fewer than
14 25,000 retail electric customers in Washington must provide similar
15 information upon request by the department.

16 (a) Subject to availability, each locally regulated utility must
17 provide any other information related to utility disconnections that
18 is requested by the department.

19 (b) The information required in this subsection must be submitted
20 in a form, timeline, and manner as prescribed by the department.

21 NEW SECTION. **Sec. 3.** A new section is added to chapter 35.21
22 RCW to read as follows:

23 (1) A city or town, including a code city, that owns or operates
24 an electric or water utility may not effect, due to lack of payment,
25 an involuntary termination of utility service to any residential
26 user, including tenants of metered apartment buildings and residents
27 of mobile homes, on any day for which the national weather service
28 has issued or has announced that it intends to issue a heat-related
29 alert, such as an excessive heat warning, a heat advisory, an
30 excessive heat watch, or a similar alert, for the area in which the
31 residential user's address is located.

32 (2)(a) A residential user at whose dwelling utility service has
33 been disconnected for lack of payment may request that the utility
34 reconnect service on any day for which the national weather service
35 has issued or has announced that it intends to issue a heat-related
36 alert, such as an excessive heat warning, a heat advisory, an
37 excessive heat watch, or a similar alert, for the area in which the
38 residential user's address is located. The utility shall inform all
39 customers in the notice of disconnection of the ability to seek

1 reconnection and provide clear and specific information on how to
2 make that request, including how to contact the utility.

3 (b) Upon receipt of a request made pursuant to (a) of this
4 subsection, the utility shall promptly make a reasonable attempt to
5 reconnect service to the dwelling. The utility, in connection with a
6 request made pursuant to (a) of this subsection, may require the
7 residential user to enter into a payment plan prior to reconnecting
8 service to the dwelling. If the utility requires the residential user
9 to enter into a repayment plan, the repayment plan must comply with
10 subsection (3) of this section.

11 (3) A repayment plan required by a utility pursuant to subsection
12 (2)(b) of this section will be designed both to pay the past due bill
13 by the following May 15th, or as soon as possible after May 15th if
14 needed to maintain monthly payments that are no greater than six
15 percent of the customer's monthly income, and to pay for continued
16 utility service. The plan may not require monthly payments in excess
17 of six percent of the customer's monthly income. A customer may agree
18 to pay a higher percentage during this period, but will not be in
19 default unless payment during this period is less than six percent of
20 the customer's monthly income. If assistance payments are received by
21 the customer subsequent to implementation of the plan, the customer
22 shall contact the utility to reformulate the plan.

23 (4) On an annual basis, each city or town, including a code city,
24 that owns or operates an electric or water utility with more than
25 25,000 retail electric customers or 2,500 water customers in
26 Washington must submit a report to the department of commerce that
27 includes the total number of disconnections that occurred on each day
28 for which the national weather service issued, or announced that it
29 intended to issue, a heat-related alert. Utilities with fewer than
30 25,000 retail electric customers or 2,500 water customers in
31 Washington must provide similar information upon request by the
32 department.

33 (a) Subject to availability, each utility must provide any other
34 information related to utility disconnections that is requested by
35 the department.

36 (b) The information required in this subsection must be submitted
37 in a form, timeline, and manner as prescribed by the department.

38 **Sec. 4.** RCW 54.16.285 and 1995 c 399 s 144 are each amended to
39 read as follows:

1 (1) A district providing utility service for residential space
2 heating shall not terminate such utility service between November 15
3 through March 15 if the customer:

4 (a) Notifies the utility of the inability to pay the bill(~~(7~~
5 ~~including a security deposit)~~). This notice should be provided within
6 five business days of receiving a payment overdue notice unless there
7 are extenuating circumstances. If the customer fails to notify the
8 utility within five business days and service is terminated, the
9 customer can, by (~~(paying reconnection charges, if any, and)~~)
10 fulfilling the requirements of this section, receive the protections
11 of this chapter;

12 (b) Provides self-certification of household income for the prior
13 (~~(twelve)~~) 12 months to a grantee of the department of (~~(community,~~
14 ~~trade, and economic development)~~) commerce which administers
15 federally funded energy assistance programs. The grantee shall
16 determine that the household income does not exceed the maximum
17 allowed for eligibility under the state's plan for low-income energy
18 assistance under 42 U.S.C. 8624 and shall provide a dollar figure
19 that is seven percent of household income. The grantee may verify
20 information provided in the self-certification;

21 (c) Has applied for home heating assistance from applicable
22 government and private sector organizations and certifies that any
23 assistance received will be applied to the current bill and future
24 utility bills;

25 (d) Has applied for low-income weatherization assistance to the
26 utility or other appropriate agency if such assistance is available
27 for the dwelling;

28 (e) Agrees to a payment plan and agrees to maintain the payment
29 plan. The plan will be designed both to pay the past due bill by the
30 following October 15 and to pay for continued utility service. If the
31 past due bill is not paid by the following October 15, the customer
32 shall not be eligible for protections under this chapter until the
33 past due bill is paid. The plan shall not require monthly payments in
34 excess of seven percent of the customer's monthly income plus one-
35 twelfth of any arrearage accrued from the date application is made
36 and thereafter during November 15 through March 15. A customer may
37 agree to pay a higher percentage during this period, but shall not be
38 in default unless payment during this period is less than seven
39 percent of monthly income plus one-twelfth of any arrearage accrued
40 from the date application is made and thereafter. If assistance

1 payments are received by the customer subsequent to implementation of
2 the plan, the customer shall contact the utility to reformulate the
3 plan; and

4 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~
5 ~~(2-)~~) the customer moves.

6 (2) The utility shall:

7 (a) Include in any notice that an account is delinquent and that
8 service may be subject to termination, a description of the
9 customer's duties in this section;

10 (b) Assist the customer in fulfilling the requirements under this
11 section;

12 (c) Be authorized to transfer an account to a new residence when
13 a customer who has established a plan under this section moves from
14 one residence to another within the same utility service area;

15 (d) Be permitted to disconnect service if the customer fails to
16 honor the payment program except on the days indicated in subsection
17 (5) of this section. Utilities may continue to disconnect service for
18 those practices authorized by law other than for nonpayment as
19 provided for in this section. Customers who qualify for payment plans
20 under this section who default on their payment plans and are
21 disconnected can be reconnected and maintain the protections afforded
22 under this chapter by paying (~~reconnection charges, if any, and by~~
23 ~~paying~~) all amounts that would have been due and owing under the
24 terms of the applicable payment plan, absent default, on the date on
25 which service is reconnected; and

26 (e) Advise the customer in writing at the time it disconnects
27 service that it will restore service if the customer contacts the
28 utility and fulfills the other requirements of this section.

29 (3) All districts providing utility service for residential space
30 heating shall offer residential customers the option of a budget
31 billing or equal payment plan. The budget billing or equal payment
32 plan shall be offered low-income customers eligible under the state's
33 plan for low-income energy assistance prepared in accordance with 42
34 U.S.C. 8624(C)(1) without limiting availability to certain months of
35 the year, without regard to the length of time the customer has
36 occupied the premises, and without regard to whether the customer is
37 the tenant or owner of the premises occupied.

38 (4) An agreement between the customer and the utility, whether
39 oral or written, shall not waive the protections afforded under this
40 chapter.

1 (5) A district providing electric or water utility service to
2 residential customers may not effect, due to lack of payment, an
3 involuntary termination of utility service to any residential user,
4 including tenants of metered apartment buildings and residents of
5 mobile homes, on any day for which the national weather service has
6 issued or has announced that it intends to issue a heat-related
7 alert, such as an excessive heat warning, a heat advisory, an
8 excessive heat watch, or a similar alert, for the area in which the
9 residential user's address is located.

10 (6)(a) A residential user at whose dwelling utility service has
11 been disconnected for lack of payment may request that the district
12 reconnect service on any day for which the national weather service
13 has issued or has announced that it intends to issue a heat-related
14 alert, such as an excessive heat warning, a heat advisory, an
15 excessive heat watch, or a similar alert, for the area in which the
16 residential user's address is located. The district shall inform all
17 customers in the notice of disconnection of the ability to seek
18 reconnection and provide clear and specific information on how to
19 make that request, including how to contact the district.

20 (b) Upon receipt of a request made pursuant to (a) of this
21 subsection, the district shall promptly make a reasonable attempt to
22 reconnect service to the dwelling. The district, in connection with a
23 request made pursuant to (a) of this subsection, may require the
24 residential user to enter into a payment plan prior to reconnecting
25 service to the dwelling. If the district requires the residential
26 user to enter into a repayment plan, the repayment plan must comply
27 with subsection (7) of this section.

28 (7) A repayment plan required by a district pursuant to
29 subsection (6)(b) of this section will be designed both to pay the
30 past due bill by the following May 15th, or as soon as possible after
31 May 15th if needed to maintain monthly payments that are no greater
32 than six percent of the customer's monthly income, and to pay for
33 continued utility service. The plan may not require monthly payments
34 in excess of six percent of the customer's monthly income. A customer
35 may agree to pay a higher percentage during this period, but will not
36 be in default unless payment during this period is less than six
37 percent of the customer's monthly income. If assistance payments are
38 received by the customer subsequent to implementation of the plan,
39 the customer shall contact the district to reformulate the plan.

1 (8) On an annual basis, each district with more than 25,000
2 retail electric customers or 2,500 water customers in Washington must
3 submit a report to the department of commerce that includes the total
4 number of disconnections that occurred on each day for which the
5 national weather service issued, or announced that it intended to
6 issue, a heat-related alert. Districts with fewer than 25,000 retail
7 electric customers or 2,500 water customers in Washington must
8 provide similar information upon request by the department.

9 (a) Subject to availability, each district must provide any other
10 information related to utility disconnections that is requested by
11 the department.

12 (b) The information required in this subsection must be submitted
13 in a form, timeline, and manner as prescribed by the department.

14 **Sec. 5.** RCW 57.08.081 and 2003 c 394 s 6 are each amended to
15 read as follows:

16 (1) Subject to RCW 57.08.005(~~(+6)~~) (7), the commissioners of any
17 district shall provide for revenues by fixing rates and charges for
18 furnishing sewer and drainage service and facilities to those to whom
19 service is available or for providing water, such rates and charges
20 to be fixed as deemed necessary by the commissioners, so that uniform
21 charges will be made for the same class of customer or service and
22 facility. Rates and charges may be combined for the furnishing of
23 more than one type of sewer or drainage service and facilities.

24 (2) In classifying customers of such water, sewer, or drainage
25 system, the board of commissioners may in its discretion consider any
26 or all of the following factors: The difference in cost to various
27 customers; the location of the various customers within and without
28 the district; the difference in cost of maintenance, operation,
29 repair, and replacement of the various parts of the system; the
30 different character of the service furnished various customers; the
31 quantity and quality of the service and facility furnished; the time
32 of its use; the achievement of water conservation goals and the
33 discouragement of wasteful practices; capital contributions made to
34 the system including but not limited to assessments; and any other
35 matters which present a reasonable difference as a ground for
36 distinction. Rates shall be established as deemed proper by the
37 commissioners and as fixed by resolution and shall produce revenues
38 sufficient to take care of the costs of maintenance and operation,
39 revenue bond and warrant interest and principal amortization

1 requirements, and all other charges necessary for efficient and
2 proper operation of the system. Prior to furnishing services, a
3 district may require a deposit to guarantee payment for services.
4 However, failure to require a deposit does not affect the validity of
5 any lien authorized by this section.

6 (3) The commissioners shall enforce collection of connection
7 charges, and rates and charges for water supplied against property
8 owners connecting with the system or receiving such water, and for
9 sewer and drainage services charged against property to which and its
10 owners to whom the service is available, such charges being deemed
11 charges against the property served, by addition of penalties of not
12 more than ten percent thereof in case of failure to pay the charges
13 at times fixed by resolution. The commissioners may provide by
14 resolution that where either connection charges or rates and charges
15 for services supplied are delinquent for any specified period of
16 time, the district shall certify the delinquencies to the auditor of
17 the county in which the real property is located, and the charges and
18 any penalties added thereto and interest thereon at the rate of not
19 more than the prime lending rate of the district's bank plus four
20 percentage points per year shall be a lien against the property upon
21 which the service was received, subject only to the lien for general
22 taxes.

23 (4) The district may, at any time after the connection charges or
24 rates and charges for services supplied or available and penalties
25 are delinquent for a period of (~~sixty~~) 60 days, bring suit in
26 foreclosure by civil action in the superior court of the county in
27 which the real property is located. The court may allow, in addition
28 to the costs and disbursements provided by statute, attorneys' fees,
29 title search and report costs, and expenses as it adjudges
30 reasonable. The action shall be in rem, and may be brought in the
31 name of the district against an individual or against all of those
32 who are delinquent in one action. The laws and rules of the court
33 shall control as in other civil actions.

34 (5) In addition to the right to foreclose provided in this
35 section, the district may also cut off all or part of the service
36 after charges for water or sewer service supplied or available are
37 delinquent for a period of (~~thirty~~) 30 days, except on the days
38 indicated in subsection (8) of this section.

39 (6) A district may determine how to apply partial payments on
40 past due accounts.

1 (7) A district may provide a real property owner or the owner's
2 designee with duplicate bills for service to tenants, or may notify
3 an owner or the owner's designee that a tenant's service account is
4 delinquent. However, if an owner or the owner's designee notifies the
5 district in writing that a property served by the district is a
6 rental property, asks to be notified of a tenant's delinquency, and
7 has provided, in writing, a complete and accurate mailing address,
8 the district shall notify the owner or the owner's designee of a
9 tenant's delinquency at the same time and in the same manner the
10 district notifies the tenant of the tenant's delinquency or by mail.
11 When a district provides a real property owner or the owner's
12 designee with duplicates of tenant utility service bills or notice
13 that a tenant's utility account is delinquent, the district shall
14 notify the tenant that it is providing the duplicate bills or
15 delinquency notice to the owner or the owner's designee. After
16 January 1, 1999, if a district fails to notify the owner of a
17 tenant's delinquency after receiving a written request to do so and
18 after receiving the other information required by this subsection
19 (7), the district shall have no lien against the premises for the
20 tenant's delinquent and unpaid charges.

21 (8) A district providing water utility service to residential
22 customers may not effect, due to lack of payment, an involuntary
23 termination of utility service to any residential user, including
24 tenants of metered apartment buildings and residents of mobile homes,
25 on any day for which the national weather service has issued or has
26 announced that it intends to issue a heat-related alert, such as an
27 excessive heat warning, a heat advisory, an excessive heat watch, or
28 a similar alert, for the area in which the residential user's address
29 is located.

30 (9) (a) A residential user at whose dwelling utility service has
31 been disconnected for lack of payment may request that the district
32 reconnect service on any day for which the national weather service
33 has issued or has announced that it intends to issue a heat-related
34 alert, such as an excessive heat warning, a heat advisory, an
35 excessive heat watch, or a similar alert, for the area in which the
36 residential user's address is located. The district shall inform all
37 customers in the notice of disconnection of the ability to seek
38 reconnection and provide clear and specific information on how to
39 make that request, including how to contact the district.

1 (b) Upon receipt of a request made pursuant to (a) of this
2 subsection, the district shall promptly make a reasonable attempt to
3 reconnect service to the dwelling. The district, in connection with a
4 request made pursuant to (a) of this subsection, may require the
5 residential user to enter into a payment plan prior to reconnecting
6 service to the dwelling. If the district requires the residential
7 user to enter into a repayment plan, the repayment plan must comply
8 with subsection (10) of this section.

9 (10) A repayment plan required by a district pursuant to
10 subsection (9)(b) of this section will be designed both to pay the
11 past due bill by the following May 15th, or as soon as possible after
12 May 15th if needed to maintain monthly payments that are no greater
13 than six percent of the customer's monthly income, and to pay for
14 continued utility service. The plan may not require monthly payments
15 in excess of six percent of the customer's monthly income. A customer
16 may agree to pay a higher percentage during this period, but will not
17 be in default unless payment during this period is less than six
18 percent of the customer's monthly income. If assistance payments are
19 received by the customer subsequent to implementation of the plan,
20 the customer shall contact the district to reformulate the plan.

21 (11) On an annual basis, each district with more than 2,500 water
22 customers in Washington must submit a report to the department of
23 commerce that includes the total number of disconnections that
24 occurred on each day for which the national weather service issued,
25 or announced that it intended to issue, a heat-related alert.
26 Districts with fewer than 2,500 water customers in Washington must
27 provide similar information upon request by the department.

28 (a) Subject to availability, each district must provide any other
29 information related to utility disconnections that is requested by
30 the department.

31 (b) The information required in this subsection must be submitted
32 in a form, timeline, and manner as prescribed by the department.

33 **Sec. 6.** RCW 80.28.010 and 2011 c 214 s 11 are each amended to
34 read as follows:

35 (1) All charges made, demanded or received by any gas company,
36 electrical company, wastewater company, or water company for gas,
37 electricity or water, or for any service rendered or to be rendered
38 in connection therewith, shall be just, fair, reasonable and
39 sufficient. Reasonable charges necessary to cover the cost of

1 administering the collection of voluntary donations for the purposes
2 of supporting the development and implementation of evergreen
3 community management plans and ordinances under RCW 80.28.300 must be
4 deemed as prudent and necessary for the operation of a utility.

5 (2) Every gas company, electrical company, wastewater company,
6 and water company shall furnish and supply such service,
7 instrumentalities and facilities as shall be safe, adequate and
8 efficient, and in all respects just and reasonable.

9 (3) All rules and regulations issued by any gas company,
10 electrical company, wastewater company, or water company, affecting
11 or pertaining to the sale or distribution of its product or service,
12 must be just and reasonable.

13 (4) Utility service for residential space heating shall not be
14 terminated between November 15 through March 15 if the customer:

15 (a) Notifies the utility of the inability to pay the bill(~~(7~~
16 ~~including a security deposit)~~). This notice should be provided within
17 five business days of receiving a payment overdue notice unless there
18 are extenuating circumstances. If the customer fails to notify the
19 utility within five business days and service is terminated, the
20 customer can, by (~~(paying reconnection charges, if any, and)~~)
21 fulfilling the requirements of this section, receive the protections
22 of this chapter;

23 (b) Provides self-certification of household income for the prior
24 twelve months to a grantee of the department of commerce, which
25 administers federally funded energy assistance programs. The grantee
26 shall determine that the household income does not exceed the maximum
27 allowed for eligibility under the state's plan for low-income energy
28 assistance under 42 U.S.C. 8624 and shall provide a dollar figure
29 that is seven percent of household income. The grantee may verify
30 information provided in the self-certification;

31 (c) Has applied for home heating assistance from applicable
32 government and private sector organizations and certifies that any
33 assistance received will be applied to the current bill and future
34 utility bills;

35 (d) Has applied for low-income weatherization assistance to the
36 utility or other appropriate agency if such assistance is available
37 for the dwelling;

38 (e) Agrees to a payment plan and agrees to maintain the payment
39 plan. The plan will be designed both to pay the past due bill by the
40 following October 15th and to pay for continued utility service. If

1 the past due bill is not paid by the following October 15, the
2 customer is not eligible for protections under this chapter until the
3 past due bill is paid. The plan may not require monthly payments in
4 excess of seven percent of the customer's monthly income plus one-
5 twelfth of any arrearage accrued from the date application is made
6 and thereafter during November 15 through March 15. A customer may
7 agree to pay a higher percentage during this period, but shall not be
8 in default unless payment during this period is less than seven
9 percent of monthly income plus one-twelfth of any arrearage accrued
10 from the date application is made and thereafter. If assistance
11 payments are received by the customer subsequent to implementation of
12 the plan, the customer shall contact the utility to reformulate the
13 plan; and

14 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~
15 ~~(5-)~~) the customer moves.

16 (5) The utility shall:

17 (a) Include in any notice that an account is delinquent and that
18 service may be subject to termination, a description of the
19 customer's duties in this section;

20 (b) Assist the customer in fulfilling the requirements under this
21 section;

22 (c) Be authorized to transfer an account to a new residence when
23 a customer who has established a plan under this section moves from
24 one residence to another within the same utility service area;

25 (d) Be permitted to disconnect service if the customer fails to
26 honor the payment program except on the days indicated in subsection
27 (8) of this section. Utilities may continue to disconnect service for
28 those practices authorized by law other than for nonpayment as
29 provided for in this subsection. Customers who qualify for payment
30 plans under this section who default on their payment plans and are
31 disconnected can be reconnected and maintain the protections afforded
32 under this chapter by paying (~~reconnection charges, if any, and by~~
33 ~~paying~~) all amounts that would have been due and owing under the
34 terms of the applicable payment plan, absent default, on the date on
35 which service is reconnected; and

36 (e) Advise the customer in writing at the time it disconnects
37 service that it will restore service if the customer contacts the
38 utility and fulfills the other requirements of this section.

39 (6) A payment plan implemented under this section is consistent
40 with RCW 80.28.080.

1 (7) Every gas company and electrical company shall offer
2 residential customers the option of a budget billing or equal payment
3 plan. The budget billing or equal payment plan shall be offered low-
4 income customers eligible under the state's plan for low-income
5 energy assistance prepared in accordance with 42 U.S.C. 8624(C)(1)
6 without limiting availability to certain months of the year, without
7 regard to the length of time the customer has occupied the premises,
8 and without regard to whether the customer is the tenant or owner of
9 the premises occupied.

10 (8)(a) Every electrical company and water company must have and
11 must abide by the terms of a tariff approved by the commission that
12 prohibits the electrical company or water company from effecting, due
13 to lack of payment, an involuntary termination of electric or water
14 utility service to any residential user, including tenants of metered
15 apartment buildings and residents of mobile homes, on any day for
16 which the national weather service has issued or has announced that
17 it intends to issue a heat-related alert, such as an excessive heat
18 warning, a heat advisory, an excessive heat watch, or a similar
19 alert, for the area in which the residential user's address is
20 located.

21 (b) Nothing in this subsection (8) limits the authority of the
22 commission to prohibit an electrical company or water company from
23 terminating electric or water utility service in accordance with an
24 approved tariff, rule, or order, in circumstances independent of the
25 weather.

26 (9)(a) A residential user at whose dwelling electric or water
27 utility service has been disconnected for lack of payment may request
28 that the utility reconnect service on any day for which the national
29 weather service has issued or has announced that it intends to issue
30 a heat-related alert, such as an excessive heat warning, a heat
31 advisory, an excessive heat watch, or a similar alert, for the area
32 in which the residential user's address is located. The utility
33 shall, through a process approved by the commission, inform all
34 customers in the notice of disconnection of the ability to seek
35 reconnection and provide clear and specific information on how to
36 make that request, including how to contact the utility.

37 (b) Upon receipt of a request made pursuant to (a) of this
38 subsection, the utility shall promptly make a reasonable attempt to
39 reconnect service to the dwelling. The utility, in connection with a
40 request made pursuant to (a) of this subsection, may require the

1 residential user to enter into a payment plan prior to reconnecting
2 service to the dwelling. If the utility requires the residential user
3 to enter into a repayment plan, the repayment plan must comply with
4 subsection (10) of this section.

5 (10) A repayment plan required by a utility pursuant to
6 subsection (9)(b) of this section will be designed both to pay the
7 past due bill by the following May 15th, or as soon as possible after
8 May 15th if needed to maintain monthly payments that are no greater
9 than six percent of the customer's monthly income, and to pay for
10 continued utility service. The plan may not require monthly payments
11 in excess of six percent of the customer's monthly income. A customer
12 may agree to pay a higher percentage during this period, but will not
13 be in default unless payment during this period is less than six
14 percent of the customer's monthly income. If assistance payments are
15 received by the customer subsequent to implementation of the plan,
16 the customer shall contact the utility to reformulate the plan.

17 (11) Every gas company, electrical company, wastewater company,
18 and water company shall construct and maintain such facilities in
19 connection with the manufacture and distribution of its product, or
20 provision of its services, as will be efficient and safe to its
21 employees and the public.

22 ~~((+9))~~ (12) An agreement between the customer and the utility,
23 whether oral or written, does not waive the protections afforded
24 under this chapter.

25 ~~((+10))~~ (13) In establishing rates or charges for water service,
26 water companies as defined in RCW 80.04.010 may consider the
27 achievement of water conservation goals and the discouragement of
28 wasteful water use practices.

29 (14) On an annual basis, each utility must submit a report to the
30 commission that includes the total number of electric or water
31 disconnections that occurred on each day for which the national
32 weather service issued, or announced that it intended to issue, a
33 heat-related alert.

34 **Sec. 7.** RCW 87.03.015 and 2017 c 63 s 1 are each amended to read
35 as follows:

36 (1) Any irrigation district, operating and maintaining an
37 irrigation system, in addition to other powers conferred by law,
38 shall have authority:

1 (~~(1)~~) (a) To purchase and sell electric power to the
2 inhabitants of the irrigation district for the purposes of irrigation
3 and domestic use; to finance, acquire, construct, own, and lease
4 dams, canals, plants, transmission lines, and other power equipment
5 and the necessary property and rights therefor and to operate,
6 improve, repair, and maintain the same, for the generation and
7 transmission of electrical energy for use in the operation of pumping
8 plants and irrigation systems of the district and for sale to the
9 inhabitants of the irrigation district for the purposes of irrigation
10 and domestic use; and, as a further and separate grant of authority
11 and in furtherance of a state purpose and policy of developing
12 hydroelectric capability in connection with irrigation facilities, to
13 construct, finance, acquire, own, lease, operate, improve, repair,
14 and maintain, alone or jointly with other irrigation districts,
15 boards of control, municipal or quasi-municipal corporations or
16 cooperatives authorized to engage in the business of distributing
17 electricity, electrical companies subject to the jurisdiction of the
18 utilities and transportation commission, private commercial or
19 industrial entities that construct or operate electric power
20 generation or transmission facilities, or private commercial or
21 industrial entities that acquire electric power for their own use or
22 resale, hydroelectric facilities including but not limited to dams,
23 canals, plants, transmission lines, other power equipment, and the
24 necessary property and rights therefor, located within or outside the
25 district, for the purpose of utilizing for the generation of
26 electricity, water power made available by and as a part of the
27 irrigation water storage, conveyance, and distribution facilities,
28 waste ways, and drainage water facilities which serve irrigation
29 districts, and to sell any and all the electric energy generated at
30 any such hydroelectric facilities or the irrigation district's share
31 of such energy, to municipal or quasi-municipal corporations or
32 cooperatives authorized to engage in the business of distributing
33 electricity, electrical companies subject to the jurisdiction of the
34 utilities and transportation commission, private commercial or
35 industrial entities that acquire electric power for their own use or
36 resale, or other irrigation districts, and on such terms and
37 conditions as the board of directors shall determine. No contract
38 entered into under this subsection (1)(a) by the board of directors
39 of any irrigation district for the sale of electrical energy from
40 such hydroelectric facility for a period longer than forty years from

1 the date of commercial operation of such hydroelectric facility shall
2 be binding on the district until ratified by a majority vote of the
3 electors of the district at an election therein, called, held, and
4 canvassed for that purpose in the same manner as that provided by law
5 for district bond elections.

6 ~~((2))~~ (b) To construct, repair, purchase, maintain, or lease a
7 system for the sale or lease of water to the owners of irrigated
8 lands within the district for domestic purposes.

9 ~~((3))~~ (c) To construct, repair, purchase, lease, acquire,
10 operate and maintain a system of drains, sanitary sewers, and sewage
11 disposal or treatment plants as herein provided.

12 ~~((4))~~ (d) To assume, as principal or guarantor, any
13 indebtedness to the United States under the federal reclamation laws,
14 on account of district lands.

15 ~~((5))~~ (e) To maintain, repair, construct, and reconstruct
16 ditches, laterals, pipe lines, and other water conduits used or to be
17 used in carrying water for irrigation of lands located within the
18 boundaries of a city or town, or for the domestic use of the
19 residents of a city or town where the owners of land within such city
20 or town shall use such works to carry water to the boundaries of such
21 city or town for irrigation, domestic, or other purposes within such
22 city or town, and to charge to such city or town the pro rata
23 proportion of the cost of such maintenance, repair, construction, and
24 reconstruction work in proportion to the benefits received by the
25 lands served and located within the boundaries of such city or town,
26 and if such cost is not paid, then and in that event said irrigation
27 district shall have the right to prevent further water deliveries
28 through such works to the lands located within the boundaries of such
29 city or town until such charges have been paid.

30 ~~((6))~~ (f) To acquire, install, and maintain as a part of the
31 irrigation district's water system the necessary water mains and fire
32 hydrants to make water available for firefighting purposes; and in
33 addition any such irrigation district shall have the authority to
34 repair, operate, and maintain such hydrants and mains.

35 ~~((7))~~ (g) To enter into contracts with other irrigation
36 districts, boards of control, municipal or quasi-municipal
37 corporations or cooperatives authorized to engage in the business of
38 distributing electricity, electrical companies subject to the
39 jurisdiction of the utilities and transportation commission, private
40 commercial or industrial entities that construct or operate electric

1 power generation or transmission facilities, or private commercial or
2 industrial entities that acquire electric power for their own use or
3 resale, to jointly finance, acquire, lease, construct, own, operate,
4 improve, repair, and maintain irrigation water, domestic water,
5 drainage and sewerage works, and electrical power works to the same
6 extent as authorized by (a) of this subsection (~~((1) of this~~
7 ~~section)), or portions of such works. If an irrigation district~~
8 enters into a contract or agreement under this subsection (1)(g) to
9 create a legal entity or undertaking with an investor-owned utility
10 or a private commercial or industrial entity, that contract or
11 agreement must provide that the irrigation district be severally
12 liable only for its own acts and not jointly or severally liable for
13 the acts, omissions, or obligations of an investor-owned utility or a
14 private commercial or industrial entity. No money or property
15 supplied by any irrigation district for the planning, financing,
16 acquisition, construction, operation, or maintenance of any common
17 facility may be credited or otherwise applied to the account of any
18 investor-owned utility or private commercial or industrial entity
19 therein, nor may the undivided share of any irrigation district in
20 any common facility be charged, directly or indirectly, with any debt
21 or obligation of any investor-owned utility or private commercial or
22 industrial entity or be subject to any lien as a result thereof. No
23 action in connection with a common facility may be binding upon any
24 irrigation district unless authorized or approved by resolution of
25 its board.

26 ~~((8))~~ (h) To acquire from a water-sewer district wholly within
27 the irrigation district's boundaries, by a conveyance without cost,
28 the water-sewer district's water system and to operate the same to
29 provide water for the domestic use of the irrigation district
30 residents. As a part of its acceptance of the conveyance the
31 irrigation district must agree to relieve the water-sewer district of
32 responsibility for maintenance and repair of the system. Any such
33 water-sewer district is authorized to make such a conveyance if all
34 indebtedness of the water-sewer district, except local improvement
35 district bonds, has been paid and the conveyance has been approved by
36 a majority of the water-sewer district's voters voting at a general
37 or special election.

38 ~~((9))~~ (i) To approve and condition placement of hydroelectric
39 generation facilities by entities other than the district on water
40 conveyance facilities operated or maintained by the district.

1 (2) An irrigation district providing electric or water utility
2 service to residential customers may not effect, due to lack of
3 payment, an involuntary termination of utility service to any
4 residential users, including tenants of metered apartment buildings
5 and residents of mobile homes, on any day for which the national
6 weather service has issued or has announced that it intends to issue
7 a heat-related alert, such as an excessive heat warning, a heat
8 advisory, an excessive heat watch, or a similar alert, for the area
9 in which the residential user's address is located.

10 (a)(i) A residential user at whose dwelling electric or water
11 utility service has been disconnected for lack of payment may request
12 that the irrigation district reconnect service on any day for which
13 the national weather service has issued or has announced that it
14 intends to issue a heat-related alert, such as an excessive heat
15 warning, a heat advisory, an excessive heat watch, or a similar
16 alert, for the area in which the residential user's address is
17 located. The irrigation district shall inform all customers in the
18 notice of disconnection of the ability to seek reconnection and
19 provide clear and specific information on how to make that request,
20 including how to contact the irrigation district.

21 (ii) Upon receipt of a request made pursuant to (a)(i) of this
22 subsection, the irrigation district shall promptly make a reasonable
23 attempt to reconnect service to the dwelling. The irrigation
24 district, in connection with a request made pursuant to (a)(i) of
25 this subsection, may require the residential user to enter into a
26 payment plan prior to reconnecting service to the dwelling. If the
27 irrigation district requires the residential user to enter into a
28 repayment plan, the repayment plan must comply with (b) of this
29 subsection.

30 (b) A repayment plan required by an irrigation district pursuant
31 to (a)(ii) of this subsection will be designed both to pay the past
32 due bill by the following May 15th, or as soon as possible after May
33 15th if needed to maintain monthly payments that are no greater than
34 six percent of the customer's monthly income, and to pay for
35 continued utility service. The plan may not require monthly payments
36 in excess of six percent of the customer's monthly income. A customer
37 may agree to pay a higher percentage during this period, but will not
38 be in default unless payment during this period is less than six
39 percent of the customer's monthly income. If assistance payments are
40 received by the customer subsequent to implementation of the plan,

1 the customer shall contact the irrigation district to reformulate the
2 plan.

3 (c) On an annual basis, each irrigation district with more than
4 25,000 retail electric customers or 2,500 water customers in
5 Washington must submit a report to the department of commerce that
6 includes the total number of disconnections that occurred on each day
7 for which the national weather service issued, or announced that it
8 intended to issue, a heat-related alert. Irrigation districts with
9 fewer than 25,000 retail electric customers or 2,500 water customers
10 in Washington must provide similar information upon request by the
11 department.

12 (i) Subject to availability, each irrigation district must
13 provide any other information related to utility disconnections that
14 is requested by the department.

15 (ii) The information required in this subsection (2)(c) must be
16 submitted in a form, timeline, and manner as prescribed by the
17 department.

18 (3) This section shall not be construed as in any manner
19 abridging any other powers of an irrigation district conferred by
20 law.

21 **Sec. 8.** RCW 59.18.060 and 2013 c 35 s 1 are each amended to read
22 as follows:

23 The landlord will at all times during the tenancy keep the
24 premises fit for human habitation, and shall in particular:

25 (1) Maintain the premises to substantially comply with any
26 applicable code, statute, ordinance, or regulation governing their
27 maintenance or operation, which the legislative body enacting the
28 applicable code, statute, ordinance or regulation could enforce as to
29 the premises rented if such condition endangers or impairs the health
30 or safety of the tenant;

31 (2) Maintain the structural components including, but not limited
32 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
33 all other structural components, in reasonably good repair so as to
34 be usable;

35 (3) Keep any shared or common areas reasonably clean, sanitary,
36 and safe from defects increasing the hazards of fire or accident;

37 (4) Provide a reasonable program for the control of infestation
38 by insects, rodents, and other pests at the initiation of the tenancy
39 and, except in the case of a single-family residence, control

1 infestation during tenancy except where such infestation is caused by
2 the tenant;

3 (5) Except where the condition is attributable to normal wear and
4 tear, make repairs and arrangements necessary to put and keep the
5 premises in as good condition as it by law or rental agreement should
6 have been, at the commencement of the tenancy;

7 (6) Provide reasonably adequate locks and furnish keys to the
8 tenant;

9 (7) Maintain and safeguard with reasonable care any master key or
10 duplicate keys to the dwelling unit;

11 (8) Maintain all electrical, plumbing, heating, and other
12 facilities and appliances supplied by him or her in reasonably good
13 working order;

14 (9) Maintain the dwelling unit in reasonably weathertight
15 condition;

16 (10) Except in the case of a single-family residence, provide and
17 maintain appropriate receptacles in common areas for the removal of
18 ashes, rubbish, and garbage, incidental to the occupancy and arrange
19 for the reasonable and regular removal of such waste;

20 (11) Provide facilities adequate to supply heat and water and hot
21 water as reasonably required by the tenant;

22 (a) The landlord may not effect an involuntary termination of
23 electric utility or water service due to lack of payment to any
24 tenant on any day for which the national weather service has issued
25 or has announced that it intends to issue a heat-related alert, such
26 as an excessive heat warning, a heat advisory, an excessive heat
27 watch, or a similar alert, for the area in which the tenant's address
28 is located.

29 (b)(i) A tenant at whose dwelling electric or water utility
30 service has been disconnected for lack of payment may request that
31 the landlord reconnect service on any day for which the national
32 weather service has issued or has announced that it intends to issue
33 a heat-related alert, such as an excessive heat warning, a heat
34 advisory, an excessive heat watch, or a similar alert, for the area
35 in which the tenant's address is located. The landlord shall inform
36 all tenants in the notice of disconnection of the ability to seek
37 reconnection and provide clear and specific information on how to
38 make that request, including how to contact the landlord.

39 (ii) Upon receipt of a request made pursuant to (b)(i) of this
40 subsection, the landlord shall promptly make a reasonable attempt to

1 reconnect service to the dwelling. The landlord, in connection with a
2 request made pursuant to (b)(i) of this subsection, may require the
3 tenant to enter into a payment plan prior to reconnecting service to
4 the dwelling. If the landlord requires the tenant to enter into a
5 repayment plan, the repayment plan must comply with (c) of this
6 subsection.

7 (c) A repayment plan required by a landlord pursuant to (b)(i) of
8 this subsection will be designed both to pay the past due bill by the
9 following May 15th, or as soon as possible after May 15th if needed
10 to maintain monthly payments that are no greater than six percent of
11 the tenant's monthly income, and to pay for continued utility
12 service. The plan may not require monthly payments in excess of six
13 percent of the tenant's monthly income. A tenant may agree to pay a
14 higher percentage during this period, but will not be in default
15 unless payment during this period is less than six percent of the
16 tenant's monthly income. If assistance payments are received by the
17 tenant subsequent to implementation of the plan, the tenant shall
18 contact the landlord to reformulate the plan.

19 (12)(a) Provide a written notice to all tenants disclosing fire
20 safety and protection information. The landlord or his or her
21 authorized agent must provide a written notice to the tenant that the
22 dwelling unit is equipped with a smoke detection device as required
23 in RCW 43.44.110. The notice shall inform the tenant of the tenant's
24 responsibility to maintain the smoke detection device in proper
25 operating condition and of penalties for failure to comply with the
26 provisions of RCW 43.44.110(3). The notice must be signed by the
27 landlord or the landlord's authorized agent and tenant with copies
28 provided to both parties. Further, except with respect to a single-
29 family residence, the written notice must also disclose the
30 following:

31 (i) Whether the smoke detection device is hard-wired or battery
32 operated;

33 (ii) Whether the building has a fire sprinkler system;

34 (iii) Whether the building has a fire alarm system;

35 (iv) Whether the building has a smoking policy, and what that
36 policy is;

37 (v) Whether the building has an emergency notification plan for
38 the occupants and, if so, provide a copy to the occupants;

39 (vi) Whether the building has an emergency relocation plan for
40 the occupants and, if so, provide a copy to the occupants; and

1 (vii) Whether the building has an emergency evacuation plan for
2 the occupants and, if so, provide a copy to the occupants.

3 (b) The information required under this subsection may be
4 provided to a tenant in a multifamily residential building either as
5 a written notice or as a checklist that discloses whether the
6 building has fire safety and protection devices and systems. The
7 checklist shall include a diagram showing the emergency evacuation
8 routes for the occupants.

9 (c) The written notice or checklist must be provided to new
10 tenants at the time the lease or rental agreement is signed;

11 (13) Provide tenants with information provided or approved by the
12 department of health about the health hazards associated with
13 exposure to indoor mold. Information may be provided in written
14 format individually to each tenant, or may be posted in a visible,
15 public location at the dwelling unit property. The information must
16 detail how tenants can control mold growth in their dwelling units to
17 minimize the health risks associated with indoor mold. Landlords may
18 obtain the information from the department's website or, if requested
19 by the landlord, the department must mail the information to the
20 landlord in a printed format. When developing or changing the
21 information, the department of health must include representatives of
22 landlords in the development process. The information must be
23 provided by the landlord to new tenants at the time the lease or
24 rental agreement is signed;

25 (14) The landlord and his or her agents and employees are immune
26 from civil liability for failure to comply with subsection (13) of
27 this section except where the landlord and his or her agents and
28 employees knowingly and intentionally do not comply with subsection
29 (13) of this section; and

30 (15) Designate to the tenant the name and address of the person
31 who is the landlord by a statement on the rental agreement or by a
32 notice conspicuously posted on the premises. The tenant shall be
33 notified immediately of any changes in writing, which must be either
34 (a) delivered personally to the tenant or (b) mailed to the tenant
35 and conspicuously posted on the premises. If the person designated in
36 this section does not reside in the state where the premises are
37 located, there shall also be designated a person who resides in the
38 county who is authorized to act as an agent for the purposes of
39 service of notices and process, and if no designation is made of a
40 person to act as agent, then the person to whom rental payments are

1 to be made shall be considered such agent. Regardless of such
2 designation, any owner who resides outside the state and who violates
3 a provision of this chapter is deemed to have submitted himself or
4 herself to the jurisdiction of the courts of this state and personal
5 service of any process may be made on the owner outside the state
6 with the same force and effect as personal service within the state.
7 Any summons or process served out-of-state must contain the same
8 information and be served in the same manner as personal service of
9 summons or process served within the state, except the summons or
10 process must require the party to appear and answer within (~~sixty~~)
11 60 days after such personal service out of the state. In an action
12 for a violation of this chapter that is filed under chapter 12.40
13 RCW, service of the notice of claim outside the state must contain
14 the same information and be served in the same manner as required
15 under chapter 12.40 RCW, except the date on which the party is
16 required to appear must not be less than (~~sixty~~) 60 days from the
17 date of service of the notice of claim.

18 No duty shall devolve upon the landlord to repair a defective
19 condition under this section, nor shall any defense or remedy be
20 available to the tenant under this chapter, where the defective
21 condition complained of was caused by the conduct of such tenant, his
22 or her family, invitee, or other person acting under his or her
23 control, or where a tenant unreasonably fails to allow the landlord
24 access to the property for purposes of repair. When the duty imposed
25 by subsection (1) of this section is incompatible with and greater
26 than the duty imposed by any other provisions of this section, the
27 landlord's duty shall be determined pursuant to subsection (1) of
28 this section.

29 **Sec. 9.** RCW 59.20.070 and 2019 c 342 s 4 are each amended to
30 read as follows:

31 A landlord shall not:

32 (1) Deny any tenant the right to sell such tenant's mobile home,
33 manufactured home, or park model within a park, or prohibit, in any
34 manner, any tenant from posting on the tenant's manufactured/mobile
35 home or park model, or on the rented mobile home lot, a commercially
36 reasonable "for sale" sign or any similar sign designed to advertise
37 the sale of the manufactured/mobile home or park model. In addition,
38 a landlord shall not require the removal of the mobile home,
39 manufactured home, or park model from the park because of the sale

1 thereof. Requirements for the transfer of the rental agreement are in
2 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
3 enforcing reasonable rules or restrictions regarding the placement of
4 "for sale" signs on the tenant's manufactured/mobile home or park
5 model, or on the rented mobile home lot, if (a) the main purpose of
6 the rules or restrictions is to protect the safety of park tenants or
7 residents and (b) the rules or restrictions comply with RCW
8 59.20.045. The landlord may restrict the number of "for sale" signs
9 on the lot to two and may restrict the size of the signs to conform
10 to those in common use by home sale businesses;

11 (2) Restrict the tenant's freedom of choice in purchasing goods
12 or services but may reserve the right to approve or disapprove any
13 exterior structural improvements on a mobile home space: PROVIDED,
14 That door-to-door solicitation in the mobile home park may be
15 restricted in the rental agreement. Door-to-door solicitation does
16 not include public officials, housing and low-income assistance
17 organizations, or candidates for public office meeting or
18 distributing information to tenants in accordance with subsection (3)
19 or (4) of this section;

20 (3) Prohibit the distribution of information or meetings by
21 tenants of the mobile home park to discuss mobile home living and
22 affairs, including political caucuses or forums for or speeches of
23 public officials or candidates for public office, meetings with
24 housing and low-income assistance organizations, or meetings of
25 organizations that represent the interest of tenants in the park,
26 held in a tenant's home or any of the park community or recreation
27 halls if these halls are open for the use of the tenants, conducted
28 at reasonable times and in an orderly manner on the premises, nor
29 penalize any tenant for participation in such activities;

30 (4) Prohibit a public official, housing and low-income assistance
31 organization, or candidate for public office from meeting with or
32 distributing information to tenants in their individual mobile homes,
33 manufactured homes, or park models, nor penalize any tenant for
34 participating in these meetings or receiving this information;

35 (5) Evict a tenant, terminate a rental agreement, decline to
36 renew a rental agreement, increase rental or other tenant
37 obligations, decrease services, or modify park rules in retaliation
38 for any of the following actions on the part of a tenant taken in
39 good faith:

1 (a) Filing a complaint with any federal, state, county, or
2 municipal governmental authority relating to any alleged violation by
3 the landlord of an applicable statute, regulation, or ordinance;

4 (b) Requesting the landlord to comply with the provision of this
5 chapter or other applicable statute, regulation, or ordinance of the
6 state, county, or municipality;

7 (c) Filing suit against the landlord for any reason;

8 (d) Participation or membership in any homeowners association or
9 group;

10 (6) Charge to any tenant a utility fee in excess of actual
11 utility costs or intentionally cause termination or interruption of
12 any tenant's utility services, including water, heat, electricity, or
13 gas, except when an interruption of a reasonable duration is required
14 to make necessary repairs;

15 (7)(a) Effect an involuntary termination of electric utility or
16 water service due to lack of payment to any tenant on any day for
17 which the national weather service has issued or has announced that
18 it intends to issue a heat-related alert, such as an excessive heat
19 warning, a heat advisory, an excessive heat watch, or a similar
20 alert, for the area in which the tenant's address is located.

21 (b)(i) A tenant at whose dwelling electric or water utility
22 service has been disconnected for lack of payment may request that
23 the landlord reconnect service on any day for which the national
24 weather service has issued or has announced that it intends to issue
25 a heat-related alert, such as an excessive heat warning, a heat
26 advisory, an excessive heat watch, or a similar alert, for the area
27 in which the tenant's address is located. The landlord shall inform
28 all tenants in the notice of disconnection of the ability to seek
29 reconnection and provide clear and specific information on how to
30 make that request, including how to contact the landlord.

31 (ii) Upon receipt of a request made pursuant to (b)(i) of this
32 subsection, the landlord shall promptly make a reasonable attempt to
33 reconnect service to the dwelling. The landlord, in connection with a
34 request made pursuant to (b)(i) of this subsection, may require the
35 tenant to enter into a payment plan prior to reconnecting service to
36 the dwelling. If the landlord requires the tenant to enter into a
37 repayment plan, the repayment plan must comply with (c) of this
38 subsection.

39 (c) A repayment plan required by a landlord pursuant to (b)(ii)
40 of this subsection will be designed both to pay the past due bill by

1 the following May 15th, or as soon as possible after May 15th if
2 needed to maintain monthly payments that are no greater than six
3 percent of the tenant's monthly income, and to pay for continued
4 utility service. The plan may not require monthly payments in excess
5 of six percent of the tenant's monthly income. A tenant may agree to
6 pay a higher percentage during this period, but will not be in
7 default unless payment during this period is less than six percent of
8 the tenant's monthly income. If assistance payments are received by
9 the tenant subsequent to implementation of the plan, the tenant shall
10 contact the landlord to reformulate the plan.

11 (8) Remove or exclude a tenant from the premises unless this
12 chapter is complied with or the exclusion or removal is under an
13 appropriate court order; or

14 ~~((8))~~ (9) Prevent the entry or require the removal of a mobile
15 home, manufactured home, or park model for the sole reason that the
16 mobile home has reached a certain age. Nothing in this subsection
17 shall limit a landlord's right to exclude or expel a mobile home,
18 manufactured home, or park model for any other reason, including but
19 not limited to, failure to comply with fire, safety, and other
20 provisions of local ordinances and state laws relating to mobile
21 homes, manufactured homes, and park models, as long as the action
22 conforms to this chapter or any other relevant statutory provision.

Passed by the House February 27, 2023.

Passed by the Senate April 10, 2023.

Approved by the Governor April 20, 2023.

Filed in Office of Secretary of State April 21, 2023.

--- END ---

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1089-23**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
DECLARING AN
EMERGENCY FOR WELL 16**

WHEREAS, the District's Well 16 Pump and the motor has failed, and assessments by staff and consultation with two qualified well drillers, it has been determined that it is highly likely the pump and motor have separated from the column and is currently being supported by the motor electrical wiring; and

WHEREAS, due to such unforeseen circumstances, and perceived conditions of the Well 16 pump and motor separation from the well column, it is considered a real and immediate threat that may likely result in costly damage to property if immediate action is not taken; **NOW, THEREFORE.**

THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

- 1) Pursuant to RCW 39.04.280, the Board of Commissioners declares that due to the perceived condition of Well 16 pump, motor and column replacement constitutes an emergency and waives the requirements for competitive bidding relating to Well 16.
- 2) The General Manager is authorized to award any needed contract(s) to address the emergency situation identified relating to Well 16 to protect the property of the district.
- 3) The General Manager shall keep the Board apprised of contract awards no later than two weeks after such award and shall submit a final finding to the Board of the total costs and any identified damages to property beyond the Well 16 pump, motor, column, and appurtenances.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular Board meeting scheduled on June 21, 2023.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1090-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
WEST SOUND UTILITY DISTRICT
ACCEPTING THE DEVELOPER'S EXTENSION CONTRACT
FOR SEWER AND WATER UTILITIES
WITHIN THE PARKSIDE PLAT.**

WHEREAS, Mr. Jason Hancock, Authorized Agent for Lennar NW, Inc. (Developer), entered into a Development Extension Agreement on May 2, 2022, for extension of water, sewer extension, and services for the Parkside Plat located on Warner Avenue SE consisting of a twenty-eight (28) lot plat; and

WHEREAS, the Developer has completed construction of the water and sewer systems in accordance with the standards of the District and approved by the District's Operations staff; and

WHEREAS, the water and sewer system to be conveyed to the District consists of the items and quantities identified per the attached which includes the Water System Construction Cost Worksheet (Exhibit A) and the Sewer System Construction Cost Worksheet (Exhibit B); and

WHEREAS, the water system for an asset value of \$113,372.50 and the sewer system for an asset value of \$148,468.50 shall be conveyed to the District upon the acceptance of the water, and sewer system services by the District's Board of Commissioners; **NOW, THEREFORE,**

THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

Section 1. West Sound Utility District accepts the improvements of the water and sewer extensions and services for the Parkside Plat located on Warner Avenue SE consisting of a twenty-eight (28) lot plat. The Board further authorizes the District's General Manager to sign the conveyance documents (Exhibit C).

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regularly scheduled meeting on June 21, 2023.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

Exhibit "A"

WATER SYSTEM CONSTRUCTION COST WORKSHEET

Project Name: Parkside Lane

Submitted by: _____

WATER MAINS				
MAINS	FEET		COST	WSUD ASSETS (INTERNAL USE)
2"				
4"	91		\$5,852.00	5,852.00
6"				
8"	473		\$33,910.50	33,910.50
12"				
FITTINGS			INC	
TESTING			INC	
BLOCKING			INC	
VALVES	QUANTITY			
2"				
4"				
6"				
8"				
12"				
	QUANTITY			
VALVE BOXES				
TRACE WIRE				
	QUANTITY			
BLOW OFF ASSEMBLY	1		\$2,800.00	2,800.00
	QUANTITY			
AIR VAC ASSEMBLY				
WET TAPS	QUANTITY	SIZE		
	QUANTITY	SIZE		
PRV STATIONS				

WATER SYSTEM CONSTRUCTION COST WORKSHEET

HYDRANTS			
	QUANTITY		
HYDRANTS	2	\$12,350.00	<i>12,350.00</i>
	FEET		
6" PIPE		INC	
VALVES		INC	
VALVE BOXES		INC	
TEES'		INC	
STORTZ ADAPTER		INC	
FITTINGS		INC	
SERVICES			
POLY PIPE	FEET		
2"			
1 1/2"			
1"			
3/4"	28 EA	\$58,460.00	<i>58,460.00</i>
	QUANTITY		
TAPS		INC	
SADDLES		INC	
CORP STOPS		INC	
SETTERS			
2"		INC	
1 1/2"		INC	
1"		INC	
3/4"		INC	
METER BOXES		INC	
MOBILIZATION			
TOTAL MOBE COST		\$15,000.00	
		TOTAL WATER COST	
		\$128,372.50	<i>113,372.50</i>

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INCLUDE THE MATERIALS AND THE COSTS OF MATERIALS THAT ARE NOT LISTED ON THIS WORKSHEET

West Sound Utility District recommends that you retain a copy of this completed form for your personal records
(Sewer System Construction Worksheet)

SEWER SYSTEM CONSTRUCTION COST WORKSHEET

Project Name: Parkside Lane

Submitted by: _____

SEWER MAINS

GRAVITY MAINS	FEET		COST	WSUD ASSETS (INTERNAL USE)
8"	671		\$47,348.00	47,348.00
10"				
12"				
15"				
CLEANOUT ASSY.	QUANTITY			
6"	28		\$23,800.00	23,800.00
8"	2		\$1,215.00	1,215.00
CLEANOUT BOXES	30		INC	
FORCE MAINS (HDPE)	QUANTITY			
2"	0		0	
4"	0		0	
6"	0		0	
8"	0		0	
	QUANTITY			
TAPS	0		0	
VALVES	QUANTITY			
2"	0		0	
4"	0		0	
6"	0		0	
8"	0		0	
	QUANTITY			
VALVE BOXES	0		0	
TESTING	1		\$2,500.00	2,500.00
FLUSH/TV	1		\$3,285.50	3,285.50
TRACE WIRE	1000'		INC	

SEWER SYSTEM CONSTRUCTION COST WORKSHEET

SEWER STUBS

SEWER STUBS	FEET		COST	
4"				
6"	644		\$59,640.00	59,640.00
FITTINGS			INC	
TOTAL SEWER CONNECTIONS	28		INC	
CLEANOUT BOXES	28		INC	
GRINDER STUB & VALVES	0		0	
GRINDER VALVE BOX	0		0	
GRINDER DISCHARGE LINE	FEET			
1 1/4" (HDPE)	0		0	
FUSION FITTINGS	0		0	
	QUANTITY			
E-ONE STATIONS	0		0	
TESTING	0		0	

MANHOLES

	QUANTITY		COST	
MANHOLE STRUCTURES	3		\$10,680.00	10,680.00
LIDS	2		INC	
RISER RINGS	5		INC	
CORE DRILLING	2		INC	
TESTING	1		INC	

MOBILIZATION

TOTAL MOBE COST	1		\$15,000.00	
-----------------	---	--	-------------	--

TOTAL COST:	
\$163,468.50	148,468.50

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INCLUDE THE MATERIALS AND THE COSTS OF MATERIALS THAT ARE NOT LISTED ON THIS WORKSHEET



**DEVELOPER EXTENSION CONTRACT
PARKSIDE LANE**

JUNE 21, 2023





2924 SE Lund Avenue, Port Orchard, WA 98366

(360) 876-2545 • Fax (360) 874-5030

www.customerservice @wsud.us

AFFIDAVIT OF NO LIENS

STATE OF Washington)
) ss.
COUNTY OF King)

Jason Hancock, being first duly sworn, on oath deposes and states as follows: on
(Name of Developer Representative)

the 17 day of May, 2023, Lennar Northwest LLC,
(Day) (Month) (Year) (Developer Name)

hereinafter called "Developer", entered into a contract with West Sound Utility District, under the terms of which Developer agreed to perform water and/or wastewater system construction work at

1443 Warner Avenue SE, Port Orchard, WA 98366

(Location and/or street address of property where work was performed)

Port Orchard, Washington; on behalf of the Developer, affiant warrants and represents that all work of every kind and nature performed pursuant to the said contract has been completed by the Developer according to the contract's terms. All laborers performing work, all materialmen furnishing materials, all subcontractors performing services, and all expenses incurred under said contract regarding this work project have been paid in full; there is not due and owing any sum of money to laborers, materialmen, subcontractors, or others in connection in with said contract whatsoever; and the purpose of this affidavit is to provide the assurances required by West Sound Utility District as to the matters contained herein in order to obtain final approval from WEST SOUND UTILITY DISTRICT of the said work.

[Signature]
Print Name: Jason Hancock

State Title: Authorized Agent

The Developer has duly authorized representative for the entry into this Affidavit



Subscribed and sworn to before me on this day of May 17, 2023.

[Signature]
Print Name: Shawna Correll

Notary Public in and for the County of King, State of Washington residing at Tawana

My commission expires: 1/3/27



2924 SE Lund Avenue, Port Orchard, WA 98366

(360) 876-2545 • Fax (360) 874-5030

www.customerservice@wsud.us

BILL OF SALE AND CONVEYANCE

Project Name: Parkside Lane

The Developer, namely, Lennar Northwest LLC, for and in consideration of the mutual promises contained in the Contract, hereby grants, bargains, sells, conveys, delivers, and warrants to West Sound Utility District, the following described personal property and real property located in Kitsap County, Washington, to wit:

1. (Itemized description of Developer Improvements to be conveyed):

See attached Exhibit A - Water System Construction Cost Worksheet and
Exhibit B - Sewer System Construction Cost Worksheet

2. Legal description and tax parcel numbers of all real property and easements to be conveyed:

SW/SE 30-24N-2E

Parcel # 302402-4-045-2009 and 302402-4-221-2005

Together with any easements or other existing interests in real property incident thereto and necessary for the ownership, operation, and maintenance of the Developer Improvement.

The Developer covenants and warrants to the District, its successors, and assigns, that the Developer is the owner of the said real and personal property and has good right and authority to sell the same, and that it will and does hereby warrant and agree to defend the sale thereof to the District, its successors, and its assigns against all and every person and/or entity claiming the same, whether said claim is with or without merit.

The Developer further warrants the Developer Improvement is fit for purposes intended, i.e., for use as a water collection and conveyance system or wastewater distribution system, and that the same has been constructed in accordance with this Contract.

The Developer further covenants, warrants, and agrees to repair, correct and bear the cost of any defect concerning any work or material associated with construction of the Developer Improvement which may arise for a two year period from the District's date of acceptance of this Bill of Sale, and to hold the District harmless from any and all costs arising in connection therewith or any and all liability of every kind and nature arising therefrom. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two years after acceptance of the corrected work by the District.

Dated this _____ of May, 2023.

Developer by:  _____

Print Name: Jason Hancock

State Title: Authorized Agent

Its duly authorized representative for entry into this Exhibit

Address 33455 6th Avenue S, Unit 1-B, Federal Way, WA 98003

Contact telephone numbers: (253) 590-2200

Accepted by WEST SOUND UTILITY DISTRICT on this _____ day of _____, 20____
pursuant to the District Resolution hereinafter set forth.

Resolution No. _____

WEST SOUND UTILITY DISTRICT

By _____
General Manager