

WEST SOUND UTILITY DISTRICT
RESOLUTION NO. 517-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WEST SOUND
UTILITY DISTRICT APPROVING A UTILITY PAYMENT PLAN AGREEMENT

WHEREAS, Mr. Clayton Longacre, a District utility customer, has filed a tort claim against the District pertaining to the connection of water and sewer service to his garage/ accessory building; and

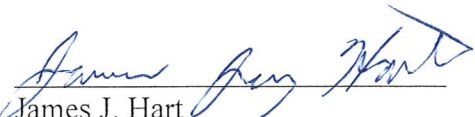
WHEREAS, in an effort to resolve this claim, the District has prepared a utility payment plan agreement with Mr. Longacre; **NOW, THEREFORE,**

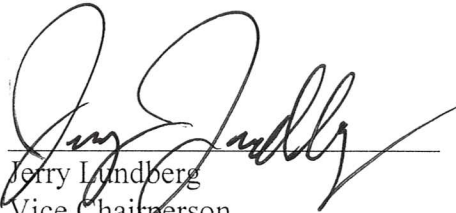
THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT
HEREBY RESOLVES:

Section 1. The Board hereby approves the attached utility payment plan agreement (Exhibit "A") and further authorizes the District's General Manager to execute the agreement.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Regular Board meeting scheduled on September 23, 2014.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington


James J. Hart
Chairperson


Jerry Lundberg
Vice Chairperson

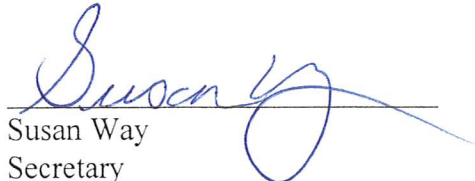

Susan Way
Secretary

EXHIBIT "A"

UTILITY ACCOUNT PAYMENT PLAN AGREEMENT

This Agreement is entered into on this 19th day of September, 2014, by and between West Sound Utility District (hereinafter "District"), a Washington Municipal Corporation and Clayton Longacre.

WHEREAS, a dispute exists between Mr. Longacre and the District regarding the current balance of Mr. Longacre's water/sewer account owed to the District. The District claims that Mr. Longacre owes \$5,513.30 (this amount includes a \$1,000 fine and \$4,060.08 in repair work expenses). Mr. Longacre disagrees and claims those monies are not owed.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Utility Account Payment Plan. The District hereby agrees to allow Clayton Longacre to pay off this current claimed account balance by making six (6) consecutive bi-monthly payments beginning in October, 2014. Mr. Longacre agrees to pay \$200.00 every two-month billing cycle for the first six (6) consecutive months following the execution of this Agreement. Mr. Longacre will then pay \$1,637.76 every two-month billing cycle for the remaining six (6) months of this Agreement until the balance of \$5,513.20 is paid in full. These payments will be in addition to the regular water and sewer utility service billings and shall be paid at the same time the regular billings are paid. In the event that Mr. Longacre should fail to make the agreed to account balance payments as set forth in this Agreement within the bi-monthly billing cycle, the District shall immediately terminate water and sewer services to his accessory building.
2. No TRO. Mr. Longacre agrees not to seek a temporary restraining order against the District to keep it from terminating his water and/or sewer service to his accessory building at his residence.
3. No Admissions. This Payment Plan Agreement is executed for the sole purpose of avoiding the immediate termination of Mr. Longacre's water and sewer service to his accessory building, and to avoid Mr. Longacre seeking a temporary restraining order against the District. This Agreement is not and shall not be construed as an admission or acknowledgment of liability or wrongdoing on the part of any of the parties. This Agreement shall not be considered a resolution of any claims either party may have against the other. However the Agreement may be used as evidence in the proceedings related to those claims.
4. Duration of Agreement. It is anticipated by the parties that Mr. Longacre will be filing a court case to resolve these disputes. If it is determined in a court of law that these monies are not due, this agreement shall immediately become null and void, and any monies paid shall be immediately returned. This agreement shall remain in effect until the outcome of any court proceedings resolving the dispute or until the balance of the account has been paid, whichever occurs first.



IN WITNESS WHEREOF, the parties have executed this Agreement for the above stated reason. Mr. Longacre signs this agreement under protest in order to avoid a termination of services to his property. It is understood that all payments made by Mr. Longacre will be made under protest as well.

WEST SOUND UTILITY DISTRICT

By: Michael R. Wilson
Michael R. Wilson, General Manager

Dated: 9/23/14

CLAYTON ERNEST LONGACRE

Clayton Ernest Longacre
Clayton Ernest Longacre
Owner of Affected Real Property

Dated: _____