

**NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON**

**RESOLUTION 13-2014<sup>5</sup>**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, AMENDING RESOLUTION 04-2010 AND APPROVING A LOW INCOME PAYMENT ASSISTANCE AGREEMENT WITH SOCIETY OF ST. VINCENT DE PAUL, ST. MARY CONFERENCE.**

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**WHEREAS**, on June 21, 2010 the Board of Commissioners adopted Resolution 04-2010, amending the District's rules and regulations and approving a Low Income Payment Assistance Agreement with Peninsula F.I.S.H. Emergency Services, Inc. aka Peninsula FISH (FISH); and

**WHEREAS**, FISH, without notice, in April, 2015 ceased doing business; and

**WHEREAS**, the Society of St. Vincent de Paul, St. Mary Conference, in Seaview Washington, desires to enter into a Low Income Payment Assistance Agreement with the District now, therefore

**BE IT RESOLVED**, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, as follows:

1. Amend Resolution 04-2010 to repeal Attachment "B" Low Income Payment Assistance Agreement between the District and Peninsula F.I.S.H. Emergency Services, Inc.
2. Authorize the General Manger to execute the Low Income Payment Assistance Agreement between the District and the Society of St. Vincent de Paul, St. Mary Conference, in Seaview Washington, attached hereto and incorporated herein as Exhibit "A".

## EXHIBIT "A"

### LOW-INCOME PAYMENT ASSISTANCE AGREEMENT

This Agreement is between the North Beach Water District (District) and Society of St. Vincent de Paul, St. Mary Conference (SVDP), a religious and charitable organization (TIN # 431999783). The District agrees to deposit funds collected from ratepayers to support a low-income customers program (Program) available pursuant to RCW 57.46. SVDP agrees to act as the administrator for this Program.

#### 1. SVDP Responsibilities.

- a. SVDP agrees that it will administer the Program throughout the term of this Agreement.
- b. SVDP will deposit all funds received from District into an account at a federally insured financial institution. SVDP will inform the District who the authorized signers on the account are. The fund will be used solely for low-income assistance payments for District customers. SVDP will not use the fund for any other purpose.
- c. SVDP agrees to determine which of the District's customers are qualified for low-income assistance and the amount of assistance to be provided to those who are qualified, at SVDP's sole discretion, subject to adequate donations on hand. Payment shall be made directly to District on behalf of selected customers.
- d. During the term of this agreement, SVDP, shall provide the district with a quarterly report on January 15th, April 15th, July 15th, and October 15th which includes information concerning the total amount of funds received from the district, the names of all recipients of assistance from these funds, the amount received by each recipient, and the amount of funds received from the district currently on hand and available for future low-income assistance.

e. During the term of this agreement, SVDP will maintain its status as a charitable organization under RCW Chapter 19.09, and will retain its 501(c)3 status with the Internal Revenue Service.

## **2. District Responsibilities.**

- a. District shall include from time to time along with, or as a part of its regular customer billings, a request for voluntary contributions to assist qualified low-income residential customers of the District in paying their District bill.
- b. The District shall forward to SVDP all voluntary contributions received per section 2(a) above.
- c. The District shall assist SVDP in the preparation of its quarterly report under Section 1-D.

## **3. Terms and Termination.**

- a. **Term.** This Agreement remains in effect unless terminated as provided herein.
- b. **Termination by DISTRICT.** District may terminate this Agreement on 30 days' written notice for any reason.
- c. **Termination by SVDP.** SVDP may terminate this Agreement on 30 days' written notice for any reason.
- d. **Responsibilities upon Termination.** If either Party terminates this Agreement, SVDP agrees to deliver to the District any and all unused contributions to the Program provided by the District to SVDP within fifteen (15) days of the date of termination.
- e. **Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in US Mail.
- f. **Assignment.** The Parties agree this Agreement is non-assignable by either Party to any third party under

any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise.

**g. Relationship of Parties.** SVDP is not, and shall not represent itself as an agent, representative, or employee of the District nor can SVDP represent that it has any authority to bind or obligate the District in any manner or in any thing.

Signed:

By: \_\_\_\_\_

Date: \_\_\_\_\_

William Neal  
North Beach Water District  
PO Box 618  
Ocean Park, WA 98640

By: \_\_\_\_\_

Date: \_\_\_\_\_

Rachel Gana  
Society of St. Vincent de Paul, St. Mary Conference  
PO Box 648  
Seaview, WA 98631

**Adopted by** the Board of Commissioners of North Beach  
Water District, Pacific County, Washington at its regular  
meeting held on the 22<sup>nd</sup> day of June, 2015.



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Brian Sheldon, Commissioner  
Position #1

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Gwen Brake, Commissioner  
Position #2



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Glenn Ripley, Commissioner  
Position #3