
SENATE BILL 5366

State of Washington

68th Legislature

2023 Regular Session

By Senator Nguyen; by request of Attorney General

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; adding a new
5 section to chapter 35.21 RCW; and adding a new section to chapter
6 70A.125 RCW.

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

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

10 (1) As used in this section, any locally regulated utility as
11 defined by RCW 23.86.400 that owns or operates an electric utility
12 may not effect, due to lack of payment, an involuntary termination of
13 electric utility service to any residential users, including tenants
14 of metered apartment buildings and residents of mobile homes:

15 (a) On a day when, the local weather forecast, as predicted by
16 the national weather service, indicates that the weather in the area
17 of the residential user's service address will include temperatures
18 that exceed 90 degrees Fahrenheit;

19 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
20 higher; or

1 (c) On any day preceding a holiday or weekend when a forecast
2 indicates that the temperature will be 90 degrees Fahrenheit or above
3 during the holiday or weekend.

4 (2) A utility shall promptly contact affected customers and make
5 reasonable attempts to reconnect service to an occupied dwelling that
6 has been disconnected for lack of payment:

7 (a) On a day when, the local weather forecast, as predicted by
8 the national weather service, indicates that the weather in the area
9 of the residential user's service address will include temperatures
10 that exceed 90 degrees Fahrenheit;

11 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
12 higher; or

13 (c) On any day preceding a holiday or weekend when a forecast
14 indicates that the temperature will be 90 degrees Fahrenheit or above
15 during the holiday or weekend.

16 (3) Upon expiration of the national weather service's forecast
17 that the weather will exceed 90 degrees Fahrenheit, a utility that
18 has reconnected service during extreme heat as provided in subsection
19 (2) of this section may disconnect service to a property that was
20 reconnected during this period without further notice if an
21 appropriate payment arrangement has not been established.

22 (4) On an annual basis, each utility company with more than
23 25,000 customers in Washington must submit a report to the department
24 of commerce that includes the total number of disconnections that
25 occurred on each day that exceeded 90 degrees Fahrenheit or higher,
26 or on any day preceding a holiday or weekend when a forecast
27 indicates that the temperature will be 90 degrees Fahrenheit or above
28 during the holiday or weekend. Utilities with less than 25,000
29 customers in Washington must provide similar information upon request
30 by the department.

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

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

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

38 (1) As used in this section, any locally regulated utility as
39 defined by RCW 24.06.600 that owns or operates an electric utility

1 may not effect, due to lack of payment, an involuntary termination of
2 electric utility service to any residential users, including tenants
3 of metered apartment buildings and residents of mobile homes:

4 (a) On a day when, the local weather forecast, as predicted by
5 the national weather service, indicates that the weather in the area
6 of the residential user's service address will include temperatures
7 that exceed 90 degrees Fahrenheit;

8 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
9 higher; or

10 (c) On any day preceding a holiday or weekend when a forecast
11 indicates that the temperature will be 90 degrees Fahrenheit or above
12 during the holiday or weekend.

13 (2) A utility shall promptly contact affected customers and make
14 reasonable attempts to reconnect service to an occupied dwelling that
15 has been disconnected for lack of payment:

16 (a) On a day when, the local weather forecast, as predicted by
17 the national weather service, indicates that the weather in the area
18 of the residential user's service address will include temperatures
19 that exceed 90 degrees Fahrenheit;

20 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
21 higher; or

22 (c) On any day preceding a holiday or weekend when a forecast
23 indicates that the temperature will be 90 degrees Fahrenheit or above
24 during the holiday or weekend.

25 (3) Upon expiration of the national weather service's forecast
26 that the weather will exceed 90 degrees Fahrenheit, a utility that
27 has reconnected service during extreme heat as provided in subsection
28 (2) of this section may disconnect service to a property that was
29 reconnected during this period without further notice if an
30 appropriate payment arrangement has not been established.

31 (4) On an annual basis, each utility company with more than
32 25,000 customers in Washington must submit a report to the department
33 of commerce that includes the total number of disconnections that
34 occurred on each day that exceeded 90 degrees Fahrenheit or higher,
35 or on any day preceding a holiday or weekend when a forecast
36 indicates that the temperature will be 90 degrees Fahrenheit or above
37 during the holiday or weekend. Utilities with less than 25,000
38 customers in Washington must provide similar information upon request
39 by the department.

1 (a) Subject to availability, each utility company must provide
2 any other information related to utility disconnections that is
3 requested by the department.

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

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

8 (1) A city or town, including a code city, that owns or operates
9 an electric or water utility may not, due to lack of payment, effect
10 an involuntary termination of utility service to any residential
11 users, including tenants of metered apartment buildings and residents
12 of mobile homes:

13 (a) On a day when, the local weather forecast, as predicted by
14 the national weather service, indicates that the weather in the area
15 of the residential user's service address will include temperatures
16 that exceed 90 degrees Fahrenheit;

17 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
18 higher; or

19 (c) On any day preceding a holiday or weekend when a forecast
20 indicates that the temperature will be 90 degrees Fahrenheit or above
21 during the holiday or weekend.

22 (2) A utility shall promptly contact affected customers and make
23 reasonable attempts to reconnect service to an occupied dwelling that
24 has been disconnected for lack of payment:

25 (a) On a day when, the local weather forecast, as predicted by
26 the national weather service, indicates that the weather in the area
27 of the residential user's service address will include temperatures
28 that exceed 90 degrees Fahrenheit;

29 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
30 higher; or

31 (c) On any day preceding a holiday or weekend when a forecast
32 indicates that the temperature will be 90 degrees Fahrenheit or above
33 during the holiday or weekend.

34 (3) Upon expiration of the national weather service's forecast
35 that the weather will exceed 90 degrees Fahrenheit, a utility that
36 has reconnected service during extreme heat as provided in subsection
37 (2) of this section may disconnect service to a property that was
38 reconnected during this period without further notice if an
39 appropriate payment arrangement has not been established.

1 (4) On an annual basis, each utility company with more than
2 25,000 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 that exceeded 90
5 degrees Fahrenheit or higher, or on any day preceding a holiday or
6 weekend when a forecast indicates that the temperature will be 90
7 degrees Fahrenheit or above during the holiday or weekend. Utilities
8 with less than 25,000 electric customers or 2,500 water customers in
9 Washington must provide similar information upon request by the
10 department.

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

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

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

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

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

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

38 (c) Has applied for home heating assistance from applicable
39 government and private sector organizations and certifies that any

1 assistance received will be applied to the current bill and future
2 utility bills;

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

6 (e) Agrees to a payment plan and agrees to maintain the payment
7 plan. The plan will be designed both to pay the past due bill by the
8 following October 15 and to pay for continued utility service. If the
9 past due bill is not paid by the following October 15, the customer
10 shall not be eligible for protections under this chapter until the
11 past due bill is paid. The plan shall not require monthly payments in
12 excess of seven percent of the customer's monthly income plus one-
13 twelfth of any arrearage accrued from the date application is made
14 and thereafter during November 15 through March 15. A customer may
15 agree to pay a higher percentage during this period, but shall not be
16 in default unless payment during this period is less than seven
17 percent of monthly income plus one-twelfth of any arrearage accrued
18 from the date application is made and thereafter. If assistance
19 payments are received by the customer subsequent to implementation of
20 the plan, the customer shall contact the utility to reformulate the
21 plan; and

22 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~
23 ~~(2-)~~) the customer moves.

24 (2) The utility shall:

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

28 (b) Assist the customer in fulfilling the requirements under this
29 section;

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

33 (d) Be permitted to disconnect service if the customer fails to
34 honor the payment program except on the days indicated in subsection
35 (5) of this section. Utilities may continue to disconnect service for
36 those practices authorized by law other than for nonpayment as
37 provided for in this section. Customers who qualify for payment plans
38 under this section who default on their payment plans and are
39 disconnected can be reconnected and maintain the protections afforded
40 under this chapter by paying (~~reconnection charges, if any, and by~~

1 ~~paying~~) all amounts that would have been due and owing under the
2 terms of the applicable payment plan, absent default, on the date on
3 which service is reconnected; and

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

7 (3) All districts providing utility service for residential space
8 heating shall offer residential customers the option of a budget
9 billing or equal payment plan. The budget billing or equal payment
10 plan shall be offered low-income customers eligible under the state's
11 plan for low-income energy assistance prepared in accordance with 42
12 U.S.C. 8624(C)(1) without limiting availability to certain months of
13 the year, without regard to the length of time the customer has
14 occupied the premises, and without regard to whether the customer is
15 the tenant or owner of the premises occupied.

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

19 (5) A district providing electric or water utility service to
20 residential customers may not effect, due to lack of payment, an
21 involuntary termination of utility service to any residential users,
22 including tenants of metered apartment buildings and residents of
23 mobile homes:

24 (a) On a day when, the local weather forecast, as predicted by
25 the national weather service, indicates that the weather in the area
26 of the residential user's service address will include temperatures
27 that exceed 90 degrees Fahrenheit;

28 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
29 higher; or

30 (c) On any day preceding a holiday or weekend when a forecast
31 indicates that the temperature will be 90 degrees Fahrenheit or above
32 during the holiday or weekend.

33 (6) A district shall promptly contact affected customers and make
34 reasonable attempts to reconnect service to an occupied dwelling that
35 has been disconnected for lack of payment:

36 (a) On a day when, the local weather forecast, as predicted by
37 the national weather service, indicates that the weather in the area
38 of the residential user's service address will include temperatures
39 that exceed 90 degrees Fahrenheit;

1 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
2 higher; or

3 (c) On any day preceding a holiday or weekend when a forecast
4 indicates that the temperature will be 90 degrees Fahrenheit or above
5 during the holiday or weekend.

6 (7) Upon expiration of the national weather service's forecast
7 that the weather will exceed 90 degrees Fahrenheit, a district that
8 has reconnected service during extreme heat as provided in subsection
9 (6) of this section may disconnect service to a property that was
10 reconnected during this period without further notice if an
11 appropriate payment arrangement has not been established.

12 (8) On an annual basis, each district with more than 25,000
13 electric customers or 2,500 water customers in Washington must submit
14 a report to the department of commerce that includes the total number
15 of disconnections that occurred on each day that exceeded 90 degrees
16 Fahrenheit or higher, or on any day preceding a holiday or weekend
17 when a forecast indicates that the temperature will be 90 degrees
18 Fahrenheit or above during the holiday or weekend. Districts with
19 less than 25,000 electric customers or 2,500 water customers in
20 Washington must provide similar information upon request by the
21 department.

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

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

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

29 (1) Subject to RCW 57.08.005(~~(+6)~~) (7), the commissioners of any
30 district shall provide for revenues by fixing rates and charges for
31 furnishing sewer and drainage service and facilities to those to whom
32 service is available or for providing water, such rates and charges
33 to be fixed as deemed necessary by the commissioners, so that uniform
34 charges will be made for the same class of customer or service and
35 facility. Rates and charges may be combined for the furnishing of
36 more than one type of sewer or drainage service and facilities.

37 (2) In classifying customers of such water, sewer, or drainage
38 system, the board of commissioners may in its discretion consider any
39 or all of the following factors: The difference in cost to various

1 customers; the location of the various customers within and without
2 the district; the difference in cost of maintenance, operation,
3 repair, and replacement of the various parts of the system; the
4 different character of the service furnished various customers; the
5 quantity and quality of the service and facility furnished; the time
6 of its use; the achievement of water conservation goals and the
7 discouragement of wasteful practices; capital contributions made to
8 the system including but not limited to assessments; and any other
9 matters which present a reasonable difference as a ground for
10 distinction. Rates shall be established as deemed proper by the
11 commissioners and as fixed by resolution and shall produce revenues
12 sufficient to take care of the costs of maintenance and operation,
13 revenue bond and warrant interest and principal amortization
14 requirements, and all other charges necessary for efficient and
15 proper operation of the system. Prior to furnishing services, a
16 district may require a deposit to guarantee payment for services.
17 However, failure to require a deposit does not affect the validity of
18 any lien authorized by this section.

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

36 (4) The district may, at any time after the connection charges or
37 rates and charges for services supplied or available and penalties
38 are delinquent for a period of (~~sixty~~) 60 days, bring suit in
39 foreclosure by civil action in the superior court of the county in
40 which the real property is located. The court may allow, in addition

1 to the costs and disbursements provided by statute, attorneys' fees,
2 title search and report costs, and expenses as it adjudges
3 reasonable. The action shall be in rem, and may be brought in the
4 name of the district against an individual or against all of those
5 who are delinquent in one action. The laws and rules of the court
6 shall control as in other civil actions.

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

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

14 (7) A district may provide a real property owner or the owner's
15 designee with duplicate bills for service to tenants, or may notify
16 an owner or the owner's designee that a tenant's service account is
17 delinquent. However, if an owner or the owner's designee notifies the
18 district in writing that a property served by the district is a
19 rental property, asks to be notified of a tenant's delinquency, and
20 has provided, in writing, a complete and accurate mailing address,
21 the district shall notify the owner or the owner's designee of a
22 tenant's delinquency at the same time and in the same manner the
23 district notifies the tenant of the tenant's delinquency or by mail.
24 When a district provides a real property owner or the owner's
25 designee with duplicates of tenant utility service bills or notice
26 that a tenant's utility account is delinquent, the district shall
27 notify the tenant that it is providing the duplicate bills or
28 delinquency notice to the owner or the owner's designee. After
29 January 1, 1999, if a district fails to notify the owner of a
30 tenant's delinquency after receiving a written request to do so and
31 after receiving the other information required by this subsection
32 (7), the district shall have no lien against the premises for the
33 tenant's delinquent and unpaid charges.

34 (8) A district providing water utility service to residential
35 customers may not effect, due to lack of payment, an involuntary
36 termination of utility service to any residential users, including
37 tenants of metered apartment buildings and residents of mobile homes:

38 (a) On a day when, the local weather forecast, as predicted by
39 the national weather service, indicates that the weather in the area

1 of the residential user's service address will include temperatures
2 that exceed 90 degrees Fahrenheit;

3 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
4 higher; or

5 (c) On any day preceding a holiday or weekend when a forecast
6 indicates that the temperature will be 90 degrees Fahrenheit or above
7 during the holiday or weekend.

8 (9) A district shall promptly contact affected customers and make
9 reasonable attempts to reconnect water service to an occupied
10 dwelling that has been disconnected for lack of payment:

11 (a) On a day when, the local weather forecast, as predicted by
12 the national weather service, indicates that the weather in the area
13 of the residential user's service address will include temperatures
14 that exceed 90 degrees Fahrenheit;

15 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
16 higher; or

17 (c) On any day preceding a holiday or weekend when a forecast
18 indicates that the temperature will be 90 degrees Fahrenheit or above
19 during the holiday or weekend.

20 (10) Upon expiration of the national weather service's forecast
21 that the weather will exceed 90 degrees Fahrenheit, a district that
22 has reconnected service during extreme heat as provided in subsection
23 (9) of this section may disconnect service to a property that was
24 reconnected during this period without further notice if an
25 appropriate payment arrangement has not been established.

26 (11) On an annual basis, each district with more than 2,500 water
27 customers in Washington must submit a report to the department of
28 commerce that includes the total number of disconnections that
29 occurred on each day that exceeded 90 degrees Fahrenheit or higher,
30 or on any day preceding a holiday or weekend when a forecast
31 indicates that the temperature will be 90 degrees Fahrenheit or above
32 during the holiday or weekend. Utilities with less than 2,500 water
33 customers in Washington must provide similar information upon request
34 by the department.

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

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

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

3 (1) All charges made, demanded or received by any gas company,
4 electrical company, wastewater company, or water company for gas,
5 electricity or water, or for any service rendered or to be rendered
6 in connection therewith, shall be just, fair, reasonable and
7 sufficient. Reasonable charges necessary to cover the cost of
8 administering the collection of voluntary donations for the purposes
9 of supporting the development and implementation of evergreen
10 community management plans and ordinances under RCW 80.28.300 must be
11 deemed as prudent and necessary for the operation of a utility.

12 (2) Every gas company, electrical company, wastewater company,
13 and water company shall furnish and supply such service,
14 instrumentalities and facilities as shall be safe, adequate and
15 efficient, and in all respects just and reasonable.

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

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

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

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

38 (c) Has applied for home heating assistance from applicable
39 government and private sector organizations and certifies that any

1 assistance received will be applied to the current bill and future
2 utility bills;

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

6 (e) Agrees to a payment plan and agrees to maintain the payment
7 plan. The plan will be designed both to pay the past due bill by the
8 following October 15th and to pay for continued utility service. If
9 the past due bill is not paid by the following October 15, the
10 customer is not eligible for protections under this chapter until the
11 past due bill is paid. The plan may not require monthly payments in
12 excess of seven percent of the customer's monthly income plus one-
13 twelfth of any arrearage accrued from the date application is made
14 and thereafter during November 15 through March 15. A customer may
15 agree to pay a higher percentage during this period, but shall not be
16 in default unless payment during this period is less than seven
17 percent of monthly income plus one-twelfth of any arrearage accrued
18 from the date application is made and thereafter. If assistance
19 payments are received by the customer subsequent to implementation of
20 the plan, the customer shall contact the utility to reformulate the
21 plan; and

22 (f) Agrees to pay the moneys owed even if (~~he or she moves,~~
23 ~~(5-)~~) the customer moves.

24 (5) The utility shall:

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

28 (b) Assist the customer in fulfilling the requirements under this
29 section;

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

33 (d) Be permitted to disconnect service if the customer fails to
34 honor the payment program except on the days indicated in subsection
35 (8) of this section. Utilities may continue to disconnect service for
36 those practices authorized by law other than for nonpayment as
37 provided for in this subsection. Customers who qualify for payment
38 plans under this section who default on their payment plans and are
39 disconnected can be reconnected and maintain the protections afforded
40 under this chapter by paying (~~reconnection charges, if any, and by~~

1 ~~paying~~) all amounts that would have been due and owing under the
2 terms of the applicable payment plan, absent default, on the date on
3 which service is reconnected; and

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

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

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

18 (8) A utility may not involuntarily terminate electric or water
19 utility service due to lack of payment to any residential users,
20 including tenants of metered apartment buildings and residents of
21 mobile homes:

22 (a) On a day when the local weather forecast, as predicted by the
23 national weather service, indicates that the weather in the area of
24 the residential user's service address will include temperatures that
25 exceed 90 degrees Fahrenheit;

26 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
27 higher; or

28 (c) On any day preceding a holiday or weekend when a forecast
29 indicates that the temperature will be 90 degrees Fahrenheit or above
30 during the holiday or weekend.

31 (9) In the event that a residential user has been disconnected
32 for nonpayment and would be without service when the temperature will
33 be 90 degrees Fahrenheit or higher, a utility shall promptly contact
34 affected customers and make reasonable attempts to reconnect service
35 to an occupied dwelling that has been disconnected. Upon expiration
36 of the national weather service's forecast that the weather will
37 exceed 90 degrees Fahrenheit, the utility may disconnect service to a
38 property that was reconnected during this period without further
39 notice if an appropriate payment arrangement has not been
40 established.

1 (10) Every gas company, electrical company, wastewater company,
2 and water company shall construct and maintain such facilities in
3 connection with the manufacture and distribution of its product, or
4 provision of its services, as will be efficient and safe to its
5 employees and the public.

6 ~~((9))~~ (11) An agreement between the customer and the utility,
7 whether oral or written, does not waive the protections afforded
8 under this chapter.

9 ~~((10))~~ (12) In establishing rates or charges for water service,
10 water companies as defined in RCW 80.04.010 may consider the
11 achievement of water conservation goals and the discouragement of
12 wasteful water use practices.

13 (13) On an annual basis, each utility company must submit a
14 report to the commission that includes the total number of
15 disconnections that occurred on each day, specifying whether the day
16 exceeded 90 degrees Fahrenheit or higher, was a day preceding a
17 holiday or weekend when a forecast indicates that the temperature
18 will be 90 degrees Fahrenheit or above during the holiday or weekend,
19 or was between November 15th and March 15th.

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

22 Any irrigation district, operating and maintaining an irrigation
23 system, in addition to other powers conferred by law, shall have
24 authority:

25 (1) To purchase and sell electric power to the inhabitants of the
26 irrigation district for the purposes of irrigation and domestic use;
27 to finance, acquire, construct, own, and lease dams, canals, plants,
28 transmission lines, and other power equipment and the necessary
29 property and rights therefor and to operate, improve, repair, and
30 maintain the same, for the generation and transmission of electrical
31 energy for use in the operation of pumping plants and irrigation
32 systems of the district and for sale to the inhabitants of the
33 irrigation district for the purposes of irrigation and domestic use;
34 and, as a further and separate grant of authority and in furtherance
35 of a state purpose and policy of developing hydroelectric capability
36 in connection with irrigation facilities, to construct, finance,
37 acquire, own, lease, operate, improve, repair, and maintain, alone or
38 jointly with other irrigation districts, boards of control, municipal
39 or quasi-municipal corporations or cooperatives authorized to engage

1 in the business of distributing electricity, electrical companies
2 subject to the jurisdiction of the utilities and transportation
3 commission, private commercial or industrial entities that construct
4 or operate electric power generation or transmission facilities, or
5 private commercial or industrial entities that acquire electric power
6 for their own use or resale, hydroelectric facilities including but
7 not limited to dams, canals, plants, transmission lines, other power
8 equipment, and the necessary property and rights therefor, located
9 within or outside the district, for the purpose of utilizing for the
10 generation of electricity, water power made available by and as a
11 part of the irrigation water storage, conveyance, and distribution
12 facilities, waste ways, and drainage water facilities which serve
13 irrigation districts, and to sell any and all the electric energy
14 generated at any such hydroelectric facilities or the irrigation
15 district's share of such energy, to municipal or quasi-municipal
16 corporations or cooperatives authorized to engage in the business of
17 distributing electricity, electrical companies subject to the
18 jurisdiction of the utilities and transportation commission, private
19 commercial or industrial entities that acquire electric power for
20 their own use or resale, or other irrigation districts, and on such
21 terms and conditions as the board of directors shall determine. No
22 contract entered into under this subsection by the board of directors
23 of any irrigation district for the sale of electrical energy from
24 such hydroelectric facility for a period longer than forty years from
25 the date of commercial operation of such hydroelectric facility shall
26 be binding on the district until ratified by a majority vote of the
27 electors of the district at an election therein, called, held, and
28 canvassed for that purpose in the same manner as that provided by law
29 for district bond elections.

30 (2) To construct, repair, purchase, maintain, or lease a system
31 for the sale or lease of water to the owners of irrigated lands
32 within the district for domestic purposes.

33 (3) To construct, repair, purchase, lease, acquire, operate and
34 maintain a system of drains, sanitary sewers, and sewage disposal or
35 treatment plants as herein provided.

36 (4) To assume, as principal or guarantor, any indebtedness to the
37 United States under the federal reclamation laws, on account of
38 district lands.

39 (5) To maintain, repair, construct, and reconstruct ditches,
40 laterals, pipe lines, and other water conduits used or to be used in

1 carrying water for irrigation of lands located within the boundaries
2 of a city or town, or for the domestic use of the residents of a city
3 or town where the owners of land within such city or town shall use
4 such works to carry water to the boundaries of such city or town for
5 irrigation, domestic, or other purposes within such city or town, and
6 to charge to such city or town the pro rata proportion of the cost of
7 such maintenance, repair, construction, and reconstruction work in
8 proportion to the benefits received by the lands served and located
9 within the boundaries of such city or town, and if such cost is not
10 paid, then and in that event said irrigation district shall have the
11 right to prevent further water deliveries through such works to the
12 lands located within the boundaries of such city or town until such
13 charges have been paid.

14 (6) To acquire, install, and maintain as a part of the irrigation
15 district's water system the necessary water mains and fire hydrants
16 to make water available for firefighting purposes; and in addition
17 any such irrigation district shall have the authority to repair,
18 operate, and maintain such hydrants and mains.

19 (7) To enter into contracts with other irrigation districts,
20 boards of control, municipal or quasi-municipal corporations or
21 cooperatives authorized to engage in the business of distributing
22 electricity, electrical companies subject to the jurisdiction of the
23 utilities and transportation commission, private commercial or
24 industrial entities that construct or operate electric power
25 generation or transmission facilities, or private commercial or
26 industrial entities that acquire electric power for their own use or
27 resale, to jointly finance, acquire, lease, construct, own, operate,
28 improve, repair, and maintain irrigation water, domestic water,
29 drainage and sewerage works, and electrical power works to the same
30 extent as authorized by subsection (1) of this section, or portions
31 of such works. If an irrigation district enters into a contract or
32 agreement under this subsection to create a legal entity or
33 undertaking with an investor-owned utility or a private commercial or
34 industrial entity, that contract or agreement must provide that the
35 irrigation district be severally liable only for its own acts and not
36 jointly or severally liable for the acts, omissions, or obligations
37 of an investor-owned utility or a private commercial or industrial
38 entity. No money or property supplied by any irrigation district for
39 the planning, financing, acquisition, construction, operation, or
40 maintenance of any common facility may be credited or otherwise

1 applied to the account of any investor-owned utility or private
2 commercial or industrial entity therein, nor may the undivided share
3 of any irrigation district in any common facility be charged,
4 directly or indirectly, with any debt or obligation of any investor-
5 owned utility or private commercial or industrial entity or be
6 subject to any lien as a result thereof. No action in connection with
7 a common facility may be binding upon any irrigation district unless
8 authorized or approved by resolution of its board.

9 (8) To acquire from a water-sewer district wholly within the
10 irrigation district's boundaries, by a conveyance without cost, the
11 water-sewer district's water system and to operate the same to
12 provide water for the domestic use of the irrigation district
13 residents. As a part of its acceptance of the conveyance the
14 irrigation district must agree to relieve the water-sewer district of
15 responsibility for maintenance and repair of the system. Any such
16 water-sewer district is authorized to make such a conveyance if all
17 indebtedness of the water-sewer district, except local improvement
18 district bonds, has been paid and the conveyance has been approved by
19 a majority of the water-sewer district's voters voting at a general
20 or special election.

21 (9) To approve and condition placement of hydroelectric
22 generation facilities by entities other than the district on water
23 conveyance facilities operated or maintained by the district.

24 (10) An irrigation district providing electric or water utility
25 service to residential customers may not effect, due to lack of
26 payment, an involuntary termination of utility service to any
27 residential users, including tenants of metered apartment buildings
28 and residents of mobile homes:

29 (a) On a day when, the local weather forecast, as predicted by
30 the national weather service, indicates that the weather in the area
31 of the residential user's service address will include temperatures
32 that exceed 90 degrees Fahrenheit;

33 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
34 higher; or

35 (c) On any day preceding a holiday or weekend when a forecast
36 indicates that the temperature will be 90 degrees Fahrenheit or above
37 during the holiday or weekend.

38 (11) An irrigation district shall promptly contact affected
39 customers and make reasonable attempts to reconnect electric or water

1 service to an occupied dwelling that has been disconnected for lack
2 of payment:

3 (a) On a day when, the local weather forecast, as predicted by
4 the national weather service, indicates that the weather in the area
5 of the residential user's service address will include temperatures
6 that exceed 90 degrees Fahrenheit;

7 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
8 higher; or

9 (c) On any day preceding a holiday or weekend when a forecast
10 indicates that the temperature will be 90 degrees Fahrenheit or above
11 during the holiday or weekend.

12 (12) Upon expiration of the national weather service's forecast
13 that the weather will exceed 90 degrees Fahrenheit, an irrigation
14 district that has reconnected service during extreme heat as provided
15 in subsection (11) of this section may disconnect service to a
16 property that was reconnected during this period without further
17 notice if an appropriate payment arrangement has not been
18 established.

19 (13) On an annual basis, each irrigation district with more than
20 25,000 electric customers or 2,500 water customers in Washington must
21 submit a report to the department of commerce that includes the total
22 number of disconnections that occurred on each day that exceeded 90
23 degrees Fahrenheit or higher, or on any day preceding a holiday or
24 weekend when a forecast indicates that the temperature will be 90
25 degrees Fahrenheit or above during the holiday or weekend. Utilities
26 with less than 25,000 electric customers or 2,500 water customers in
27 Washington must provide similar information upon request by the
28 department.

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

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

34 This section shall not be construed as in any manner abridging
35 any other powers of an irrigation district conferred by law.

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

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

1 (1) Maintain the premises to substantially comply with any
2 applicable code, statute, ordinance, or regulation governing their
3 maintenance or operation, which the legislative body enacting the
4 applicable code, statute, ordinance or regulation could enforce as to
5 the premises rented if such condition endangers or impairs the health
6 or safety of the tenant;

7 (2) Maintain the structural components including, but not limited
8 to, the roofs, floors, walls, chimneys, fireplaces, foundations, and
9 all other structural components, in reasonably good repair so as to
10 be usable;

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

13 (4) Provide a reasonable program for the control of infestation
14 by insects, rodents, and other pests at the initiation of the tenancy
15 and, except in the case of a single-family residence, control
16 infestation during tenancy except where such infestation is caused by
17 the tenant;

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

22 (6) Provide reasonably adequate locks and furnish keys to the
23 tenant;

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

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

29 (9) Maintain the dwelling unit in reasonably weathertight
30 condition;

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

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

37 (a) Landlords may not effect an involuntary termination of
38 electric utility or water service due to lack of payment to any
39 residential tenants:

1 (i) On a day when, the local weather forecast, as predicted by
2 the national weather service, indicates that the weather in the area
3 of the residential tenant's service address will include temperatures
4 that exceed 90 degrees Fahrenheit;

5 (ii) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit
6 or higher; or

7 (iii) On any day preceding a holiday or weekend when a forecast
8 indicates that the temperature will be 90 degrees Fahrenheit or above
9 during the holiday or weekend.

10 (b) In the event that a residential tenant has been disconnected
11 for nonpayment and would be without service when the temperature will
12 be 90 degrees Fahrenheit or higher, the landlord shall promptly
13 contact affected tenants and make reasonable attempts to reconnect
14 service to an occupied dwelling that has been disconnected. Upon
15 expiration of the national weather service's forecast that the
16 weather will exceed 90 degrees Fahrenheit, the landlord may
17 disconnect service to a property that was reconnected during this
18 period without further notice if an appropriate payment arrangement
19 has not been established;

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

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

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

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

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

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

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

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

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

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

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

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

32 (15) Designate to the tenant the name and address of the person
33 who is the landlord by a statement on the rental agreement or by a
34 notice conspicuously posted on the premises. The tenant shall be
35 notified immediately of any changes in writing, which must be either
36 (a) delivered personally to the tenant or (b) mailed to the tenant
37 and conspicuously posted on the premises. If the person designated in
38 this section does not reside in the state where the premises are
39 located, there shall also be designated a person who resides in the
40 county who is authorized to act as an agent for the purposes of

1 service of notices and process, and if no designation is made of a
2 person to act as agent, then the person to whom rental payments are
3 to be made shall be considered such agent. Regardless of such
4 designation, any owner who resides outside the state and who violates
5 a provision of this chapter is deemed to have submitted himself or
6 herself to the jurisdiction of the courts of this state and personal
7 service of any process may be made on the owner outside the state
8 with the same force and effect as personal service within the state.
9 Any summons or process served out-of-state must contain the same
10 information and be served in the same manner as personal service of
11 summons or process served within the state, except the summons or
12 process must require the party to appear and answer within (~~sixty~~)
13 60 days after such personal service out of the state. In an action
14 for a violation of this chapter that is filed under chapter 12.40
15 RCW, service of the notice of claim outside the state must contain
16 the same information and be served in the same manner as required
17 under chapter 12.40 RCW, except the date on which the party is
18 required to appear must not be less than (~~sixty~~) 60 days from the
19 date of service of the notice of claim.

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

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

33 A landlord shall not:

34 (1) Deny any tenant the right to sell such tenant's mobile home,
35 manufactured home, or park model within a park, or prohibit, in any
36 manner, any tenant from posting on the tenant's manufactured/mobile
37 home or park model, or on the rented mobile home lot, a commercially
38 reasonable "for sale" sign or any similar sign designed to advertise
39 the sale of the manufactured/mobile home or park model. In addition,

1 a landlord shall not require the removal of the mobile home,
2 manufactured home, or park model from the park because of the sale
3 thereof. Requirements for the transfer of the rental agreement are in
4 RCW 59.20.073. Nothing in this subsection prohibits a landlord from
5 enforcing reasonable rules or restrictions regarding the placement of
6 "for sale" signs on the tenant's manufactured/mobile home or park
7 model, or on the rented mobile home lot, if (a) the main purpose of
8 the rules or restrictions is to protect the safety of park tenants or
9 residents and (b) the rules or restrictions comply with RCW
10 59.20.045. The landlord may restrict the number of "for sale" signs
11 on the lot to two and may restrict the size of the signs to conform
12 to those in common use by home sale businesses;

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

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

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

37 (5) Evict a tenant, terminate a rental agreement, decline to
38 renew a rental agreement, increase rental or other tenant
39 obligations, decrease services, or modify park rules in retaliation

1 for any of the following actions on the part of a tenant taken in
2 good faith:

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

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

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

10 (d) Participation or membership in any homeowners association or
11 group;

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

17 (7)(a) Effect an involuntary termination of electric utility or
18 water service due to lack of payment to any residential tenant:

19 (i) On a day when, the local weather forecast, as predicted by
20 the national weather service, indicates that the weather in the area
21 of the residential tenant's service address will include temperatures
22 that exceed 90 degrees Fahrenheit;

23 (ii) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit
24 or higher; or

25 (iii) On any day preceding a holiday or weekend when a forecast
26 indicates that the temperature will be 90 degrees Fahrenheit or above
27 during the holiday or weekend.

28 (b) In the event that a residential tenant has been disconnected
29 for nonpayment and would be without service when the temperature will
30 be 90 degrees Fahrenheit or higher, the landlord shall promptly
31 contact affected tenants and make reasonable attempts to reconnect
32 service to an occupied dwelling that has been disconnected. Upon
33 expiration of the national weather service's forecast that the
34 weather will exceed 90 degrees Fahrenheit, the landlord may
35 disconnect service to the mobile home lot that was reconnected during
36 this period without further notice if an appropriate payment
37 arrangement has not been established.

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

1 (~~(8)~~) (9) Prevent the entry or require the removal of a mobile
2 home, manufactured home, or park model for the sole reason that the
3 mobile home has reached a certain age. Nothing in this subsection
4 shall limit a landlord's right to exclude or expel a mobile home,
5 manufactured home, or park model for any other reason, including but
6 not limited to, failure to comply with fire, safety, and other
7 provisions of local ordinances and state laws relating to mobile
8 homes, manufactured homes, and park models, as long as the action
9 conforms to this chapter or any other relevant statutory provision.

10 NEW SECTION. **Sec. 10.** A new section is added to chapter 70A.125
11 RCW to read as follows:

12 (1) There is created a civil cause of action for any city or
13 town, including a code city, water district, or water company in
14 accordance with chapter 35.13A RCW for involuntary termination for
15 nonpayment of water service to any residential users, including
16 tenants of metered apartment buildings and residents of mobile homes:

17 (a) On a day when, the local weather forecast, as predicted by
18 the national weather service, indicates that the weather in the area
19 of the customer's service address will include temperatures that
20 exceed 90 degrees Fahrenheit;

21 (b) If, by 8 a.m., the actual weather is 90 degrees Fahrenheit or
22 higher; or

23 (c) On any day preceding a holiday or weekend when a forecast
24 indicates that the temperature will be 90 degrees Fahrenheit or above
25 during the holiday or weekend.

26 (2) A water provider shall promptly contact affected customers
27 and make reasonable attempts to reconnect service to an occupied
28 dwelling that has been disconnected for lack of payment and would be
29 without service when the temperature will be 90 degrees Fahrenheit or
30 higher.

31 (3) Upon expiration of the national weather service's forecast
32 that the weather will exceed 90 degrees Fahrenheit, a utility that
33 has reconnected service during extreme heat as provided in subsection
34 (2) of this section may disconnect service to a property that was
35 reconnected during this period without further notice if an
36 appropriate payment arrangement has not been established.

37 (4) A person who is subject to involuntary termination of their
38 residential water service for nonpayment under these weather
39 conditions may file an action in superior court for recovery of

1 damages and the costs of the suit, including reasonable investigative
2 and attorneys' fees and costs.

3 (5) Upon finding a violation of this section, in addition to the
4 remedies described in this section, individuals can seek an amount
5 not to exceed \$1,000 per violation per day or actual damages,
6 whichever is greater, injunctive relief, reasonable attorneys' fees,
7 and any other relief that the court determines appropriate.

--- END ---