



King County

Utilities Technical Review Committee

Department of Natural Resources and Parks
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King County Utilities Technical Review Committee King County Washington

DECISION ON APPEAL OF TIMELY AND REASONABLE WATER SERVICE

SUBJECT: *A Notice and Statement of Appeal* was filed on behalf of Shelter Holdings, LLC and Cedar River Partners, LLC (hereafter Cedar River Partners), requesting the UTRC to find that water service is not available in a timely and reasonable manner by the Sallal Water Association for parcel No. 1423089010.

DELIBERATIONS: The Utilities Technical Review Committee (UTRC) deliberated on the appeal and the record in this matter on July 17 and July 31, 2019.

The UTRC received and reviewed the written submissions of the parties to the appeal, including submissions and documents provided by Cedar River Partners, Sallal Water Association (hereafter Sallal), and the City of North Bend. The UTRC also received submissions from an interested person/party known as the Friends of Snoqualmie Trail and River. Having fully considered the documents and submissions, the UTRC makes the following:

FINDINGS:

1. Cedar River Partners is the owner of King County Parcel #142308-9010 and has applied for and received permits to develop 212 apartments on the property or parcel. (Exhibits 1 & 2)
2. The property resides within the City of North Bend's ("City") Urban Growth Area for construction and other permitting purposes and within the service area of Sallal for water purposes as demarcated in the Sallal's Water System Plan (revised July 2009) which is the most recent Sallal plan on file with the County. (Exhibit 3)
3. King County Code 13.24.090(B)(3)(a) provides authority for the UTRC to, "Serve as the appeal body to hear issues relating to the creation of new public water systems and the extension of existing public water service within the boundaries of a critical water supply service area as provided for in the utility service review procedures contained in the coordinated water system plans, based on whether an existing water purveyor can provide service in a timely and reasonable manner." (Exhibit 6)
4. The Statement of Appeal by Cedar River Partners provides that:

1. Sallal has recognized that it does not have enough water rights to serve the development potential of the area that is located in both the City's Urban Growth Area and Sallal's own service area.
2. Sallal instituted an Emergency Interim Rule on August 8, 2016, requiring all of Sallal's future certificates of availability to include a condition precedent that states: "Water service to plats, subdivisions, apartment and commercial projects located within the City of North Bend ("City") is conditioned upon the Association and City entering into a water supply contract containing terms mutually agreeable to the Association and the City that provides the Association with an additional source if water supply sufficient to serve new development in the City."
3. Over two years later, Sallal has been unable to meet this condition precedent and unable to meet its obligation to provide water service. The water supply contract referenced in the condition has been the subject of discussions between the City and Sallal since about 2010.
4. Cedar River Partners and Shelter Holdings request that the City's service area be extended to include the subject property. (Exhibits 1 – 1i)
5. Sallal's service area policies are described in the water system plan. The plan provides, "Water facility extensions are individually acted on by the Board of Trustees. The process is initiated by a property owner's request for a facility extension. The Association does not solicit business, nor does it promote expansion of the system. The Association is required to investigate all water requests as per existing agreements with the Federal Government through the Rural Development Administration. The Association cannot refuse water service to anyone as long as the request does not jeopardize the existing memberships' rights and privileges in regard to their water availability. All costs involved in facility extensions are borne by the requesting party. In cases where improvements to existing facilities are necessary to serve the requesting party, the requesting party must pay the cost of the improvement. Agreements are signed and conditions are listed before any facility extension is undertaken." Specific to developers, the plan states, "For new developments, developers are required to install all main lines, water service lines, hydrants, and any items needed to serve the area in which they wish to have service. They are also required to pay the required connection fees for the property being developed. In some cases, they are required to either deed land to the Association or provide a utility easement for future storage or possible well sites." (Exhibit 3)
6. The Sallal water system plan does not define "timely" in any chronological sense in relationship to Sallal taking action on a certificate of water availability. (Exhibit 3)
7. King County has not defined timely water service in the King County Comprehensive Plan or King County Code.
8. Revised Code of Washington (RCW) 70.116.060(3)(b) provides that, "(b) No other purveyor shall establish a public water system within the area covered by the plan, unless the local legislative authority determines that existing purveyors are unable to provide the service in a timely and reasonable manner, pursuant to guidelines developed by the

secretary. An existing purveyor is unable to provide the service in a timely manner if the water cannot be provided to an applicant for water within one hundred twenty days unless specified otherwise by the local legislative authority. If such a determination is made, the local legislative authority shall require the new public water system to be constructed in accordance with the construction standards and specifications embodied in the coordinated water system plan approved for the area. The service area boundaries in the coordinated plan for the affected utilities shall be revised to reflect the decision of the local legislative authority.” (underline for emphasis, (Exhibit 4))

9. Timely water service and reasonable water service are two separate criteria. (Exhibit 4)
10. The Washington State Department of Health published a guidance document in January of 2017 on timely and reasonable water service that supports the implementation of the Coordination Act and associated Coordinated Water System Plans for disputes involving timely and reasonable service. (Exhibit 38)
11. The Public Water System Coordination Act of 1977, chapter 70.116 RCW, is implemented, in part, in King County through the East King County Coordinated Water System Plan (EKCCWSP). (Exhibit 5)
12. King County Code 13.28.055 ratified the EKCCWSP. (Exhibit 6)
13. The EKCCWSP in Section XI, Plan Implementation, provides that issues subject to appeal and review include conditions of service, excluding published rates and fees. (Exhibit 5)
14. Step one of an appeal or review directs the County to initiate this review by sending a copy of the request or appeal to the East King County Regional Water Association (EKCRWA) and providing an opportunity for resolution of the issues by the EKCRWA. (Exhibit 5)
15. On April 15, 2019, Mr. Hirschey received an email from Ms. Jean Buckner representing the Friends of the Snoqualmie Trail and River (hereafter Friends) requesting a “seat at the table” for the proceedings related to Cedar River Partners April 1st appeal. (Exhibit 14)
16. On April 17, 2019, the UTRC received the City’s Motion to Intervene in the Timely and Reasonable Appeal by Cedar River Partners. (Exhibit 15). The City’s April 24, 2019, Position Statement, Evidence, and Briefing contends as follows:
 1. The City has concerns that Sallal can serve the development in a timely and reasonable manner given Sallal’s Emergency Rule adopted August 6, 2016, disclaimers on the certificate of water availability and lack of water rights or source water;
 2. The City has the duty pursuant to RCW 36.70A.110(4) and 36.70A.210(1) to

- ensure adequate provision of governmental services; and
3. The City is able to provide water to the project. (Exhibits 18 – 18b)
17. On April 23, 2019, Mr. Hirschey on behalf of the UTRC, acknowledged receipt of the City's Motion to Intervene and granted the request. (Exhibit 17)
18. On April 23, 2019, Mr. Hirschey on behalf of the UTRC, acknowledged receipt of the Friend's request to participate and granted the request. (Exhibit 16)
19. On April 24, 2019, Mr. Hirschey on behalf of the UTRC, received Sallal's response to the Notice and Statement of Appeal along with a supplemental statement. The supplemental statement provided, in part:
1. The Association is therefore unable to remove the water supply contract condition contained in the certificate of availability for phase II of Shelter Holdings project.
 2. The Association has sufficient physical water source capacity to serve all of Shelter Holdings' proposed improvements. The Association is only deficient in water rights capacity.
 3. The Association does not oppose the appeal subject to the following items:
 - i. The UTRC may only remove the Property from the Association's water service area;
 - ii. The Association may nevertheless continue to serve the existing members and retain its water service area except for the Property; and
 - iii. The Association shall have no obligation whatsoever to serve the Property and the certificates of availability issued by the Association to Shelter Holdings will be null and void. (Exhibit 19)
20. On May 6, 2019, Friends submitted a letter to Mr. Hirschey detailing the concerns of the group. The main points in Friends submittal are:
1. Friends is a 400-plus member non-profit corporation with the mission of preserving the Snoqualmie Valley Trail and River;
 2. Friends has concerns about the subject development's potential impact on the environment as well as its impact on North Bend's already challenged utilities infrastructure;
 3. Friends believe that issues related to the reasonableness of Sallal's actions are inextricably linked to the issue of timeliness and that considering reasonableness provides essential context for any decision related to timeliness in this case;
 4. Regarding the potential Sallal Contract with the City, what has been envisioned is an elaborate closely managed choreography of water management between Sallal and the City's water resources (Sallal Wells, Centennial Well, Hobo Springs, & the City's senior Mt Si Springs source) throughout the year;
 5. Regarding the issuance of Conditional Water Certificates, the conditional certificates were contingent upon Sallal and the City reaching a binding contract for Sallal to purchase water from Centennial well;
 6. Such a contract has not been finalized so Sallal by definition does not presently have

- the water rights available to service both Phases of the development;
7. Friends therefore have very little confidence in the City being able to oversee the complex choreography of water management cited in the discussion above. That translates into concerns about the unknown risk involved for citizens of the North Bend area and in particular current Sallal members; and
 8. Friends' request at this time is that until North Bend can demonstrate that they can extend their commitment to provide water without further degradation of the Snoqualmie River, we believe that the Appellant's request should be denied. (Exhibits 21 -21c)
21. On May 15, 2019, The City filed a letter in response to the UTRC's May 10, 2019, email regarding submitting the dispute to the EKCRWA. The two main points in the letter are, that appellants, the City and Sallal appear to have agreement as to a resolution of the matter and that there is currently no process at the EKCRWA for processing timely and reasonable appeals. (Exhibit 26)
22. The UTRC implemented the EKCCWSP dispute resolution process as called for in the plan. (Exhibit 27)
23. On May 21, 2019, the UTRC forwarded the dispute to the East King County Regional Water Association along with all Exhibits filed at that time for their consideration and recommendation for resolving the dispute consistent with the EKCCWSP. (Exhibit 27)
24. On May 22, 2019, Friends submitted supplemental or additional information. (Exhibit 28)
25. On May 22, 2019, Mr. Williams reiterated the position of Cedar River Partners that the record be closed by the UTRC. (Exhibit 29)
26. On May 22, 2019, Ms. Keiffer noted the City opposes the record being left open. (Exhibit 30)
27. The UTRC notified parties in on May 23, 2019, by email that Mr. Hirschey's expectation is that the recent letter to the EKCRWA and their response will be the final additions to the Record. (Exhibit 31)
28. The UTRC declined to accept into the record the May 22, 2019, filing by Ms. Buckner. (Exhibit 31) *Note - This decision was later reversed. The May 22, 2019, filing was accepted into the record.*
29. On May 23, 2019, Mr. Jonson emailed the UTRC (Mr. Hirschey) and parties noting that if subsequent events arise that change Sallal's ability to serve the subject property, then Sallal may request opening the record for new information. (Exhibit 32)
30. On June 27, 2019, Mr. Hirschey received a letter from the East King County Regional

Water Association conveying their recommendation in this matter. The letter stated, "Based on the review of these materials the EKCRWA has found no apparent dispute between the parties and refers the matter back to the UTRC." (Exhibit 33)

31. On July 12, 2019, Mr. Hirschey received an email from Mr. Jonson with a Second Supplemental Statement of Sallal Water Association. The filing included:

1. A statement from Mr. Stonebridge that Sallal has been negotiating with owners and developers to retrieve unused memberships and commitments for water supply, and on July 10, 2019, Sallal was released from serving a proposed 76 lot development pursuant to a certificate of water availability previously issued;
2. A letter to Mr. Stonebridge (General Manager of Sallal) from Mr. Perkins affirming Sallal's water right capacity to serve the Cedar River Partner's, LLC multifamily development on parcel 1423089010;
3. A Certificate of Water Availability dated July 11, 2019; a consolidated replacement certificate of water availability for both phase 1 and phase 2 of Cedar River Partners project without water supply conditions and without the attachments that accompanied the previously certificates; and
4. Sallal's request for the UTRC to dismiss the appeal by Cedar River Partners. (Exhibits 34 -34c)

32. On July 15, 2019, the City of North Bend submitted a letter in response to the July 12, 2019, filing by Sallal urging the UTRC to keep the record closed and reject Sallal's extremely late submission especially in light of the May 23, 2019, email to parties from Mr. Hirschey. The letter also noted that Shelter Holdings/Cedar River Partners has negotiated a developer agreement with the City for extension of a water main to serve the project. (Exhibit 35)

33. On July 16, 2019, Ms. Koloušková filed a response to the July 12, 2019, filing by Sallal and requested the UTRC reject Sallal's supplemental statement because the UTRC already determined the record is closed and allow the property to be served by North Bend because the parties have demonstrated that Sallal was unable to timely and reasonably provide water service. (Exhibit 36)

34. On July 16, 2019, Mr. Jonson filed a response to the July 12, 2019, letters from the City and Cedar River Partners urging the UTRC to accept the filing and noting there is much legal authority permitting the reopening of administrative records, even after a decision has been made. The letter also asserted the applicability of a federal statute, 7 USC 1926(b) that provides borrowers of funds from the United States Department of Agriculture with protection from service area intrusions. Sallal has two outstanding loans with United States Department of Agriculture. (Exhibit 37).

35. On July 17, 2019 the UTRC met to discuss Cedar River's "timely and reasonable" appeal. The UTRC heard discussion and argument from all parties, including the Friends.

36. Water right issues and discussions on water for Sallal and the City of North Bend are significant, long-running, local issues as evidenced by the information and exhibits submitted by Friends.
37. Timely is defined in chapter 70.116 RCW as 120 days; no action or event to trigger the start time or clock to measure days is specified in code. (Exhibit 4)
38. A predictable process to expeditiously resolve timely and reasonable appeals as contemplated by the EKCCWSP is an important UTRC function.
39. Concerning the Record:
 1. The UTRC strives to ensure an open, predictable, complete and transparent governmental process that considers all reasonable information material to the decision at hand.
 2. As a quasi-judicial administrative body, the UTRC has discretion on procedurally implementing a timely and reasonable appeal, accepting exhibits and information applicable to an appeal.
 3. The Record in this matter is extensive with multiple filings by parties;
 4. The UTRC email on May 23, 2019, implied but did not clearly or explicitly close the record with the UTRC letter to the EKCRWA and the EKCRWA response; and
 5. The public interest is served by having a complete record in the matter.

CONCLUSIONS:

1. The UTRC is the appropriate body to hear the appeal filed by Cedar River Partners under the authority of KCC 13.24.090 and KCC 13.28.
2. The Record in this matter includes all submittals, letters, exhibits and protests to acceptance of information from April 1, 2019, until the issuance of this decision.
3. The Record includes Friends' filings received on May 22, 2019. We reverse our implied closure of the record from Mr. Hirschey's May 23, 2019, email.
4. Timely and reasonable are two separate and distinct criteria by which to judge water service under the Coordination Act and Department of Health's guidance document on Timely and Reasonable Service.
5. Timely is measured in a chronological sense; a predictable time period.
6. The appeal is whether or not Sallal is timely with respect to the provision of water under Certificate of Water Availability dated May 10, 2018, under the Coordination Act.

7. Cedar River Partners has the Burden of Proof to show the offer of water service as documented by the Certificate of Water Availability is not timely and or reasonable.
8. The standard of review used by the UTRC is a preponderance of evidence.
9. Cedar River Partners has demonstrated that they have waited over one year for water as offered in Certificate of Water Availability issued May 10, 2018.
10. Sallal's current water system plan does not provide a definition of timely service that can be used by the UTRC in this matter.
11. Sallal has exceeded the statutorily defined time period of 120 days if measured from the date the Certificate of Water Availability (dated May 10, 2018) was issued by Sallal.
12. Friends of the Snoqualmie Trail and River have demonstrated that water right issues in the Sallal-North Bend area are complex, multi-jurisdictional and there are several issues evolving over time.
13. Water right(s) or source water and mitigation water appear to be limited for both Sallal and the City of North Bend given the exhibits filed and projected development.
14. Water right(s) or source water and mitigation water are not factors considered in this timely service appeal.
15. The first Supplemental statement by Sallal recognizes the limited supply and existing demand and offered that parcel No. 1423089010-- and only that parcel-- be removed from their service area.
16. The second Supplemental statement by Sallal does not address timely service nor negate the failure to provide service under the Certificate of Water Right dated May 10, 2018.
17. Under the Coordination Act, if a utility cannot provide timely and reasonable service the remedy is to revise the service area boundaries in the coordinated plan for the affected utilities to reflect the decision of the local legislative authority.
18. The EKRWA reviewed the dispute and record as transmitted on May 21, 2019 and found no apparent dispute between the parties.
19. Taking into account the totality of positive and negative benefits to the property owner, the public, the implementation of the Coordination Act and to future development as demonstrated in this appeal, the UTRC finds that Sallal's offer of water service is not timely.

DECISION:

The UTRC adopts the foregoing Findings and Conclusions. The Sallal Water Association with the Certificate of Water Availability dated May 10, 2018, is not providing timely service and parcel No. 1423089010 is removed from Sallal's service area.

VOTED UPON AND APPROVED on the 31th day of July 2019, in which seven votes were cast in the affirmative and zero votes were cast in the negative.

ISSUED this 9th day of August, 2019.



Stephen Hirschey, Chair
King County Utilities Technical Review Committee

The following UTRC members concur in this decision:

Lynn Schneider, Public Health Seattle & King County;
Lydia Reynolds-Jones (DLS-Roads)
Ty Peterson (DLS-Permitting)
Andy Micklow (King County Council)
Rebecca Maskin (Demographer)
Kristina Westbrook (DNRP, Wastewater Treatment Division)

TRANSMITTED by email and U.S. Mail this 9th day of August, 2019, to parties of record: Cedar River Partners, c/o Ms. Koloušková, Sallal Water Association c/o Mr. Jonson, City of North Bend c/o Ms. Keiffer, and Friends of the Snoqualmie Trail and River c/o Ms. Buckner and Mr. Rodriguez with the Washington State Department of health.

NOTICE OF RIGHT TO APPEAL

Pursuant to chapter 13.24 King County Code, the King County Council has directed the UTRC to make the final decision on behalf of the County regarding timely and reasonable sewer service appeals. The UTRC decision shall be final and conclusive unless proceedings for review of the decision by the King County Hearing Examiner are properly commenced pursuant to King County Code.

Exhibit List*
Cedar River Partners v. Sallal Water Association

- Exhibit 1 Notice and Statement of Appeal, 7 pages, April 1, 2019.
- Exhibit 1a Attachment to Shelter Holdings, LLC's and Cedar River Partners, LLC's Notice and Statement of Appeal Form to King County Utilities Technical Review Committee, 2 pages, April 1, 2019.
- Exhibit 1b King County Certificate of Water Availability, 1 page, May 1, 2018.
- Exhibit 1c Sallal Water Association, Additional Provisions to Water Certificate of Availability, 1 page, May 1, 2018.
- Exhibit 1d Map of the parcel, 1 page, date-stamped April 1, 2019.
- Exhibit 1e King County Certificate of Water Availability, 1 page, May 10, 2018.
- Exhibit 1f Sallal Water Association, Additional Provisions to Water Certificate of Availability, 1 page, May 10, 2018.
- Exhibit 1g Additional Provisions to Water Availability Certificate, 2 pages, May 10, 2018.
- Exhibit 1h Sallal Water Association Emergency Interim Rule, 2 pages, May 10, 2018.
- Exhibit 1i Aerial photograph - Dahlgren – North Bend vs. Sallal water extension exhibit, 1 page, March 29, 2019.
- Exhibit 2 King County Parcel Viewer found at <http://gismaps.kingcounty.gov/parcelviewer2/> accessed July 24, 2019.
- Exhibit 3 Sallal Water Association, Water System Plan, July 2009.
- Exhibit 4 RCW 70.116.060(3)(b) found at <https://app.leg.wa.gov/RCW/default.aspx?cite=70.116&full=true#70.116.060> accessed July 25, 2019.
- Exhibit 5 King County's East King County Coordinated Water System Plan found at <https://www.kingcounty.gov/depts/dnpr/utilities-technical-review-committee/coordinated-water-system-plans.aspx> accessed July 25, 2019.
- Exhibit 6 King County Code 13.28.055 found at https://www.kingcounty.gov/council/legislation/kc_code.aspx accessed July 25, 2019.

King County Code chapter 13.24 found at
https://www.kingcounty.gov/council/legislation/kc_code/16_Title_13.aspx
accessed July 2019.

- Exhibit 7 King County UTRC letter acknowledging Cedar River Partners' appeal to Ms. Koloušková, 2 pages, April 8, 2019.
- Exhibit 8 King County UTRC letter informing Sallal Water Association of the appeal and requesting a Statement of Defense, 2 pages, April 8, 2019.
- Exhibit 9 King County UTRC letter informing City of North Bend of the appeal and requesting a position statement, 2 pages, April 8, 2019.
- Exhibit 10 King County UTRC letter informing Washington State Department of Health, Mr. Richard Rodrigues, of the appeal, 2 pages, April 8, 2019.
- Exhibit 11 Email from Mr. Richard E. Jonson notifying the UTRC he is counsel for Sallal and requesting copies of prior appeals, responses by water utilities and UTRC decisions, 1 page, April 11, 2019.
- Exhibit 12 Email from Ms. Koloušková to UTRC requesting copies of any such material provided to Mr. Jonson, 1 page, April 12, 2019.
- Exhibit 13 Email from Ms. Eileen M. Keiffer with the law firm Kenyon Disend, PLLC, to the UTRC stating that she represents the City of North Bend in the matter, 1 page, April 15, 2019.
- Exhibit 14 Email from Ms. Buckner to UTRC requesting a "seat at the table", 2 page, April 15, 2019.
- Exhibit 15 Letter to UTRC from Kenyon Disend on behalf of the City of North Bend, Motion to Intervene, 13 pages, April 17, 2019.
- Exhibit 16 UTRC letter to Friends, acknowledging email request for interested party status and approval of same, 2 pages, April 23, 2019.
- Exhibit 17 UTRC letter to City of North Bend acknowledging request for intervention and approval of same, 2 pages, April 23, 2019.
- Exhibit 18 City of North Bend's Position Statement, Evidence, and Briefing (6 pages) along with declarations from Mr. Deberg and Mr. Rigos, P.E., April 24, 2019.
- Exhibit 18a Declaration of Donald Deberg, 3 pages, April 24, 2019.
- Exhibit 18b Declaration of Mark Rigos, 9 pages, April 24, 2019.

- Exhibit 19 Sallal Water Association *Water Utility Response to Notice and Statement of Appeal*, 4 pages, date stamped April 24, 2019.
- Exhibit 20 Email from Mr. Hirschey to parties addressing the filings on April 24, King County Electronic Records management system and communication by email, 1 page, April 25, 2019.
- Exhibit 21 Letter from Friends to Mr. Hirschey, 9 pages with attachments, May 6, 2019.
- Exhibit 21a Friends letter to Ms. Bellon, 10 pages, February 6, 2019.
- Exhibit 21b City of North Bend City Council packet ref AB18-093 page 103, last paragraph, at: <https://northbendwa.gov/ArchiveCenter/ViewFile/Item/3913>, 1 page, no date.
- Exhibit 21c Primary Mitigation Supply Hobo Springs, 1 page, October 18, 2018.
- Exhibit 22 Email from Mr. Jonson to Mr. Hirschey, 1 page, May 9, 2019.
- Exhibit 23 Email from Mr. Hirschey to all parties, 1 page, May 10, 2019.
- Exhibit 24 Letter from Mr. Williams to Mr. Hirschey with attached proposed UTRC Findings and Decision, 4 pages, May 13, 2019.
- Exhibit 25 Email from Ms. Buckner to UTRC, 2 pages, May 14, 2019.
- Exhibit 26 Letter from Ms. Keiffer (Kenyon Disend) to Mr. Hirschey and UTRC, 2 pages, May 15, 2019.
- Exhibit 27 King County UTRC letter to East King County Regional Water Association, 2 pages, May 21, 2019.
- Exhibit 28 Email from Ms. Buckner to Mr. Hirschey and UTRC received May 22, 2019, with attachments.
- Exhibit 28a Friends letter to Director Bellon, 10 pages, February 6, 2019.
- Exhibit 28b City of North Bend Current Land Use Projects Development Map, 1 page, April 2018.
- Exhibit 28c Dan Swenson email, 1-page April 27, 2006
- Exhibit 28d Geographic map of the Cedar Falls North Bend Area, 1 page, no date.
- Exhibit 29 Email from Mr. Williams to Mr. Hirschey and parties, 2 pages, May 22, 2019.

- Exhibit 30 Email from Ms. Keiffer to Mr. Hirschey and parties, 2 pages, May 22, 2019.
- Exhibit 31 Email from Mr. Hirschey to parties, 4 pages, May 23, 2019.
- Exhibit 32 Email from Mr. Jonson to parties, 5 pages, May 23, 2019.
- Exhibit 33 Letter from East King County Regional Water Association to Mr. Hirschey, 1 page, June 27, 2019.
- Exhibit 34 Email to Mr. Hirschey and parties with Sallal's Second Supplemental Statement of Sallal Water Association, July 12, 2019
- Exhibit 34a Water Utility Response to Notice and Statement of Appeal – Second Supplemental Statement of Sallal Water Association, 2 pages, July 12, 2019.
- Exhibit 34b Letter to Mr. Stonebridge from Mr. Perkins, 1 page, July 12, 2019.
- Exhibit 34c King County Certificate of Water Availability, 1 page, July 11, 2019.
- Exhibit 35 Letter from Ms. Keiffer to Mr. Hirschey, 2 pages, July 15, 2019.
- Exhibit 36 Letter from Ms. Koloušková to Mr. Hirschey and parties, 2 pages, July 16, 2019.
- Exhibit 37 Letter from Mr. Jonson to Mr. Hirschey, 2 pages, July 16, 2019.
- Exhibit 38 Timely and Reasonable Water Service, DOH 331-444, 4 pages, January 2017.

* The Exhibit List includes the UTRC correspondences received, sent, and considered in this matter in chronological order. The Exhibit List also includes references to any statutes, codes or other documents relied upon by the UTRC for the decision. A subset of the Exhibits is referenced in the decision.