

## AGREEMENT

THIS AGREEMENT entered into between the CITY OF COLLEGE PLACE, a municipal Corporation of the State of Washington, hereinafter referred to as "College Place", and Green Tank Irrigation District No. 11, a Corporation of the State of Washington, hereinafter referred to as "Green Tank",

### WITNESSETH:

WHEREAS, College Place and Green Tank are water purveyors in Walla Walla County, Washington, and

WHEREAS, the two corporations have both entered into a study involving all of the water producers in the Walla Walla area known as the Coordinated Water System Plan, CWSP, and desire to have a water intertie between them,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. TERM: The term of this Agreement shall be for a period of FIVE (5) years, commencing April 1, 1994, and terminating December 5, 1999. This Agreement may be renewed for a further period of time, upon terms to be mutually agreed upon by the parties.

2. PURPOSE: The purpose of this Agreement is to provide for an emergency water supply intertie between the two corporations, whereby Green Tank will be able to receive water from College Place in emergency situations. Emergency is defined as any condition arising that causes the loss of system pressure and ability to serve customers with adequate water pressure. The location of this intertie is on Myra Road on Green Tank property at their Well #1.

3. CONSTRUCTION STANDARDS: All construction required under the terms of this Agreement shall be performed in accordance with the standards, of AWWA, APWA, and the Walla Walla County minimum design standards presented in the Coordinated Water System Plan, as appropriate.

4. DUTIES OF COLLEGE PLACE: College Place agrees to:

(a) Furnish potable water, free from contamination and meeting State of Washington Department of Health Services Drinking Water Standards, to Green Tank, on an emergency basis the year round.

(b) Provide sufficient water flow which will normally range between 0.05 mgd and 1 mgd at a pressure of at least 35 psi minimum during the term of this Agreement.

(c) In the event of an emergency or if a breakdown should occur, making it impossible to deliver water to Green Tank, every effort will be made to return the delivery to normal use as soon as possible.

(d) To charge Green Tank a rate of \$00.10 per 1,000 gallons to compensate College Place for the cost incurred in furnishing water to Green Tank.

(e) College Place will participate in a joint study describing the relationship between the two water systems. Items to be studied would be the most efficient use of the water intertie, locations, size, and optimum design of further interties, water installation standards for the provision of fire service to all residences in the Green Tank service area, and other issues that may arise.

5. DUTIES OF GREEN TANK: Green Tank agrees to:

(a) Furnish and install a service vault with meters for measuring water flows to Green Tank, complete with the necessary valving equipment to meet State Department of Health Standards and other design and installation standards.

(b) Install all necessary piping, valving, and appurtenances from the College Place mainline tie-in to the service vault. Installation shall be completed within the design standards of AWWA, APWA, Walla Walla County minimum design standards, and any special requirements of College Place.

(c) Operate maintain and calibrate any equipment made a part of the water main interconnection, under the supervision of College Place. Meters shall be checked and calibrated on an annual basis.

(d) Use water from College Place on an emergency basis only.

(e) Use due care and caution in the distribution of water so as not to cause any contamination or to waste or mismanage the water resources of either party.

(f) Adequately maintain and service its own wells, pumps, motors or operational equipment.

(g) Pay College Place \$00.10 per 1,000 gallons on a monthly basis when billed by College Place.

(h) Green Tank will be expedient in the completion of a comprehensive water system plan. This plan will include an hydraulic analysis of the system, a capital facilities plan with approximate costs of projects, a time line for the completion of these tasks, and a method for the financing of these projects.

Green Tank will make every effort to upgrade its water system to provide fire protection by replacing pipes and installing fire hydrants in accordance with their approved comprehensive water plan. Green Tank will participate in a joint study with College Place describing the relationship of the water systems to each other.

(i) Employ whatever means or measures may be necessary to ensure that new and replacement water mains installed by Green Tank are of adequate size and dimension to provide sufficient "fire flow" to existing and prospective district customers. It is further agreed and understood that Green Tank shall notify the City of College Place whenever it intends to install any new and replacement water mains and consult with representatives of the City respecting the size and dimension of such mains as they relate to fire flow adequacy. In the event that Green Tank and the City of College Place cannot agree on the size of such new and/or replacement mains, then the matter shall be referred to DSHS (the Department of Social and Health Services of the State of Washington) for assistance and resolution as per the provisions of the Walla Walla/College Place Coordinated Water System Plan of January 1994, which provides that final authority to resolve any utility service conflict after the establishment of service areas lies with DSHS, if the issue cannot be resolved locally. CWSP, January 1984, Section II(2)(B) at page II-3.

6. FUTURE DOMESTIC USE: This agreement does not prohibit the possibility of continual domestic use by Green Tank. If at a time in the future, Green Tank desires to purchase water from College Place on a continual basis for domestic use this agreement could be expanded to cover that operation. Any change in this agreement must be agreeable to both parties.

7. UMBRELLA AGREEMENT: Both parties will work to implement the CWSP conjunctive use program and improve groundwater management capability through appropriate administration and supervision.

8. TERMINATION: This agreement may be terminated or modified by mutual agreement of the parties with 30 (thirty) days notice.

DATED this 24<sup>th</sup> day of October, 1994.

CITY OF COLLEGE PLACE

BY Fred Spruell  
Fred Spruell, Mayor

Attest:

Kathleen Bowman  
Kathleen Bowman, City Clerk

GREEN TANK IRRIGATION DISTRICT #11

BY: Leo R Mc Crae  
Leo R Mc Crae, Chairman

Approved as to Form:

Charles B Phillips  
Charles B. Phillips  
College Place City Attorney