

# AGREEMENT FOR ESTABLISHING WATER UTILITY SERVICE AREA BOUNDARIES

## PREAMBLE

This Agreement for water utility service area boundaries identifies and establishes between the parties the external boundary of the service area for which the designated water purveyor has assumed direct retail water service responsibility. The responsibilities accepted by the water purveyor are outlined in the Snohomish County Coordinated Water System Plan (CWSP), and as defined by the adopted rules and regulations of the Department of Health (DOH). Except as specifically provided herein, this agreement does not give new authorities or responsibilities to any water purveyor or to Snohomish County or State regulatory agencies, but acknowledges the geographical area for these designated service responsibilities.

The terms used within this Agreement shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

1. Snohomish County Critical Water Supply Service Area Map shall mean the map incorporated into this Agreement as Attachment A for the retail service area, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
2. Retail Service Area shall mean the designated geographical area in which a purveyor shall supply water either by direct connection, by a satellite system, or through interim service by an adjacent utility or Satellite System Management Agency under agreement with the designated utility.
3. Wholesale Service Area shall mean the designated geographical area in which a purveyor, a group of purveyors, or another organization provides water to other water purveyors on a wholesale basis. A wholesale water supplier shall not provide water to individual customers in another purveyor's retail service area except with the concurrence of the purveyor responsible for the geographical area in question.
4. Lead Agency for administering the Agreement For Establishing Water Utility Service Area Boundaries shall be the Snohomish County Planning Department, unless otherwise established by amendment to the CWSP.

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.

## TERMS OF AGREEMENT

WHEREAS, Such an Agreement is required in WAC 248-56-730, Service Area Agreements-Requirement, of the Public Water System Coordination Act; and

WHEREAS, Designation of retail water service areas, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and

WHEREAS, Definite future service areas will facilitate efficient planning for, and provision of, water system improvements within Snohomish County as growth occurs; and

WHEREAS, Responsibility for providing water service through ownership and/or management of water systems in a designated service area is vested in the designated utility; and

WHEREAS, Definite retail and wholesale service areas will help assure that water reserved for public water supply purposes within Snohomish County will be utilized in the future in an efficiently planned manner,

NOW, THEREFORE, the undersigned party, having entered into this Agreement by signature of its authorized representative, concurs with and will abide by the following provisions:

Section 1. Service Area Boundaries. The undersigned party acknowledges that the Snohomish County Critical Water Supply Service Area Map, included as Attachment A to this Agreement and as may be subsequently updated, identifies the utility's future water service area. The undersigned further acknowledges that there are no service area conflicts with adjacent water utilities, or, where such conflicts exist, agrees that no new water service will be extended within disputed areas until such conflicts are resolved.

Section 2. Common Service Area Transfer. It is understood that utilities may initially continue existing water service within the boundaries of neighboring utilities, as defined in Attachment A. Such common service areas, if they exist, are described in Attachment B to this agreement. Also included in Attachment B are copies of, or a list of, all resolutions, ordinances, or agreements permitting these uncontested overlays. The undersigned party agrees that any water line for retail service extending outside of the retail service area boundary, as set forth in Attachment A, shall be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement.

Economic basis considerations may include, but are not limited to:

- (a) A determination by the present owner of service lines that maintenance, repair, and/or replacement costs exceed attributable income.
- (b) Planned or imminent major street improvements or major improvements to either or both water systems which include an opportunity to transfer service.

The terms of the transfer of service area described in this Section shall be established in a separate agreement among the adjacent utilities whose boundaries are affected.

Section 3. Boundary Streets. Unless separate agreements exist with adjacent utilities concerning water services or other utility services, this party agrees that the water utility which is located to the north or east of boundary streets between this party and adjacent utilities will be entitled to provide future water service on both sides of those streets. Depth of service on boundary streets shall be limited to one platted lot or as otherwise agreed by the utilities. Existing services on boundary streets shall remain as connected unless transfer of service is agreed to by both parties, as per Section 2. These provisions do not disallow the placement of mains in the same street by adjacent utilities where geographic or economic constraints require such placement for the hydraulic benefit of both utilities.

Section 4. Boundary Adjustments. If, at some time in the future it is deemed appropriate by the undersigned party to make service area boundary adjustments, such modifications must receive written concurrence (which shall not be unreasonably withheld) of all utilities that would be directly affected by such a boundary adjustment and the legislative authority(ies) having jurisdiction. These written modifications must be noted and filed with the designated Snohomish County lead agency and DOH. It is understood by the undersigned party that if, as provided by RCW 70.116.040, it is unable to provide service within its designated service area boundary it may decline to do so. But, in that case, an applicant may be referred to other adjacent utilities, to a pre-qualified Satellite System Management Agency (SSMA), or a new utility may be created and the original service area boundary will be adjusted accordingly. This provision does not apply where boundary adjustments are made as a result of municipal annexations or incorporations, nor is it intended to modify the provisions of state law.

Section 5. Service Extension Policies. The undersigned party agrees that prior to expanding its water service area, other than by addition of retail customers to existing water mains, or to serve in the capacity of a pre-qualified SSMA, it shall

have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the Snohomish County Minimum Design Standards.

Municipalities further agree that if an individual municipality identifies a service area outside of their existing municipal corporate boundaries, said municipality will assume full responsibility for providing water service equivalent to (excluding rates and charges) the level of service provided for their inside-city customers. This will be in conformance with applicable land use policies.

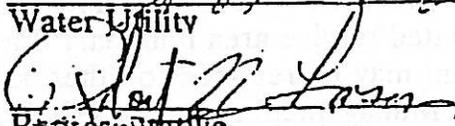
Section 6. Systems Placed in Receivership. Legislation passed in the 1990 Regular Session of the Washington State Legislature (Substitute Senate Bill 6447) provides that whenever an action is brought in superior court to place a public water system in receivership, the petition to the court shall name candidates for receiver who have consented to assume operation of the water system. The undersigned party agrees to be named as receiver in such actions initiated for systems within its designated service area. By this consent, the undersigned does not waive its rights to appear and participate in the court proceedings to determine acceptable conditions of receivership.

This agreement by reference includes the following attachments:

Attachment A - Snohomish County Critical Water Supply Service Area Map. (see Section 1)

Attachment B - Common Service Area Agreement - Optional - Utility may attach copies or list such agreements if relevant. (see Section 2)

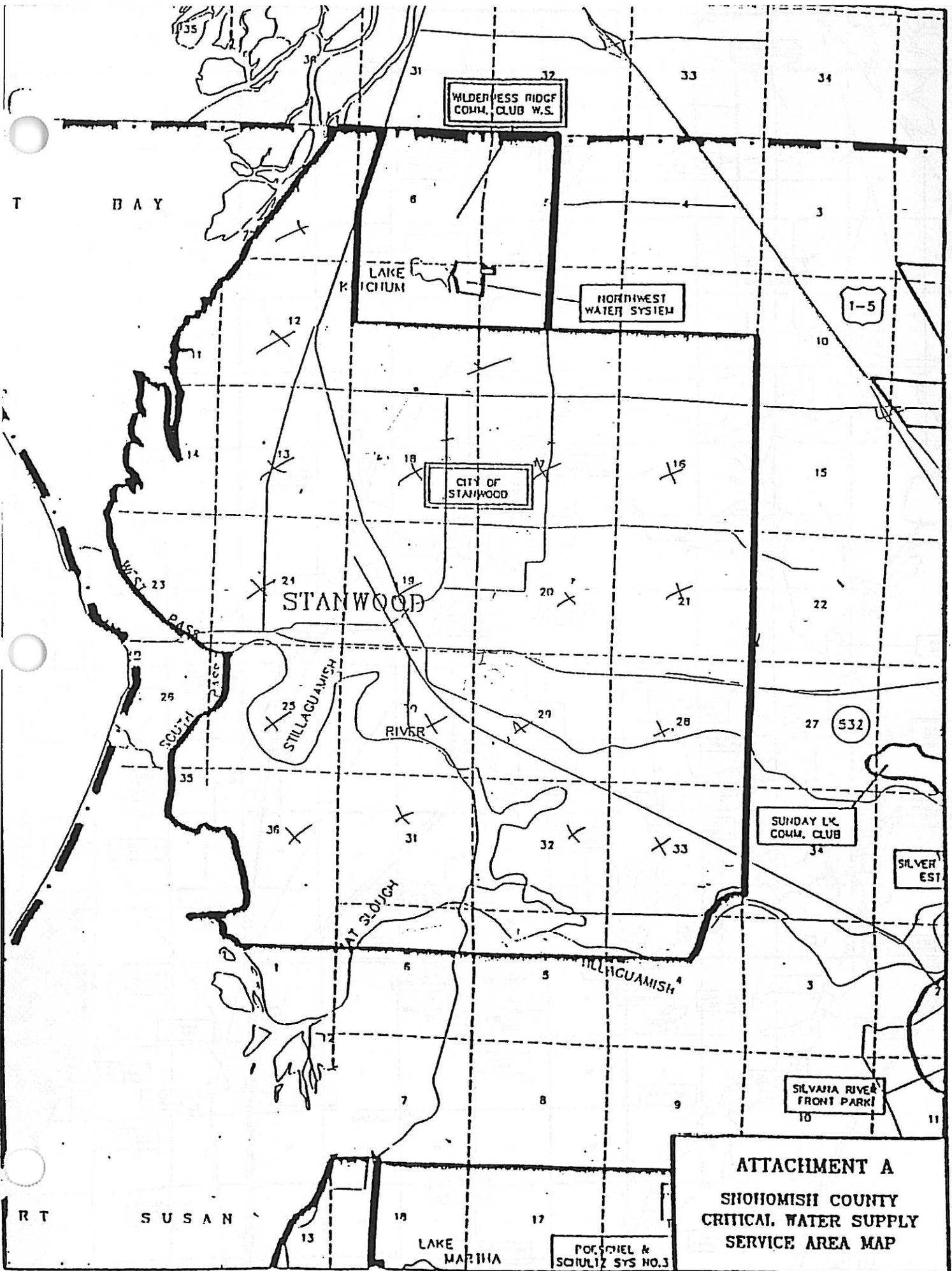
IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of March 18, 1991

City of Stanwood  
Water Utility  
  
Representative  
Mayor  
Title

Receipt Acknowledged:

\_\_\_\_\_  
Snohomish County  
Planning Department

\_\_\_\_\_  
Date



WILDERNESS RIDGE  
COMM. CLUB W.S.

LAKE  
ICIMUM

NORTHWEST  
WATER SYSTEM

CITY OF  
STANWOOD

STANWOOD

STILLAGUAMISH  
RIVER

SUNDAY LK.  
COMM. CLUB

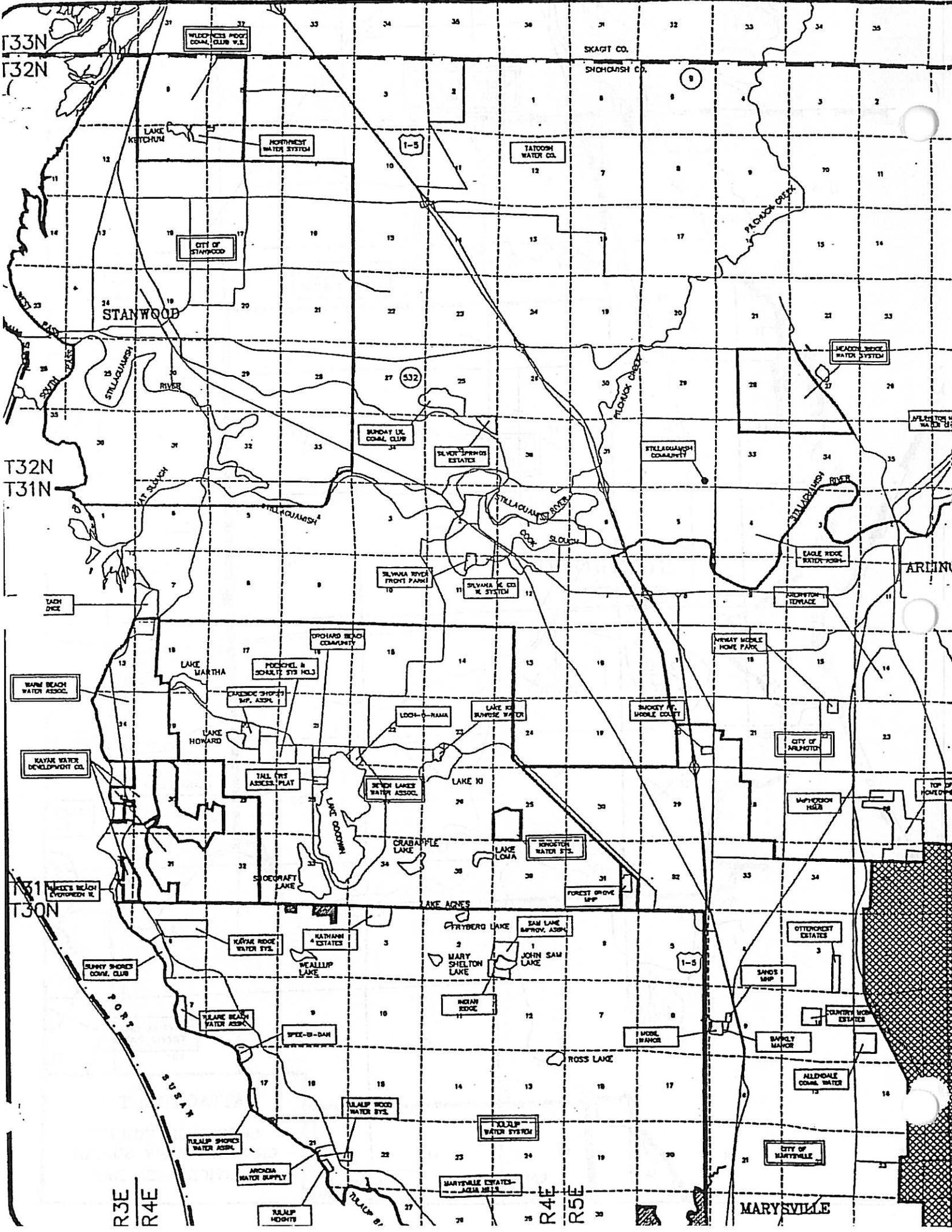
SILVER  
EST.

SILVANIA RIVER  
FRONT PARK

LAKE  
MARTHA

FOR SOUJEL &  
SOUJEL SYS NO.3

**ATTACHMENT A**  
**SHOHOMISH COUNTY**  
**CRITICAL WATER SUPPLY**  
**SERVICE AREA MAP**



T33N  
T32N

T32N  
T31N

T31N  
T30N

R3E  
R4E

R4E  
R5E

MARYSVILLE

SKAGIT CO.  
SHOSHONE CO.

STANWOOD

ARLING

CITY OF MARYSVILLE

WILDFIRES PROOF  
COAL CLUB W.S.

NORTHWEST  
WATER SYSTEM

TATOONAH  
WATER CO.

CITY OF  
STANWOOD

SUNDAY LA.  
COAL CLUB

532

SILVIA SPRINGS  
ESTATES

STELLAQUAMISH  
COMMUNITY

MEADOW BROOK  
WATER SYSTEM

ARLINGTON W.  
WATER CO.

EAGLE RIDGE  
WATER SYSTEM

SILVIA RIVER  
FRONT PARK

SILVIA R. CO.  
W. SYSTEM

EDMONTON  
TRIFURCATE

NEWAY HILLS  
HOME PARK

WAVE BEACH  
WATER ASSOC.

ORCHARD BEACH  
COMMUNITY

POCOHEL &  
DORRILL STR. HOLD.

LANDSCAPE SHIPYD  
IMP. ASSOC.

LOOK-A-RAMA

LAKE P.  
SUNROSE WATER

SACKETT W.  
HOBBS CO. W.

CITY OF  
ARLINGTON

KAYAK WATER  
DEVELOPMENT CO.

TALL FERT  
ASSOCIATES PLAT.

WINDY LAKE  
WATER ASSOC.

LAKE XI

WATERGATE  
HILLS

TOP OF  
HONOLULU

WHEELER BEACH  
WATER ASSOC.

SEACRAFT  
LAKE

CRABAPPLE  
LAKE

LAKE LOUIA

EDMONTON  
WATER SYS.

FOREST GROVE  
IMP.

LAKE AGNES

STRYBERG LAKE

SAM LAKE  
BAYVIEW ASSOC.

OTTENROST  
ESTATES

SHIPPY SHORES  
COMM. CLUB

KAYAK RIDGE  
WATER SYS.

NATHAN  
ESTATES

MARY  
SHELTON LAKE

JOHN SAM  
LAKE

SANDS  
SHOP

WILSON BEACH  
WATER ASSOC.

SPEER-B-DAM

INDIAN  
RIDGE

1 MORE  
BEAVER

COUNTRY VIEW  
ESTATES

BARRETT  
MANOR

WILSON BEACH  
WATER ASSOC.

TULALIP WOOD  
WATER SYS.

TULALIP  
WATER SYSTEM

ROSS LAKE

ALLIANCE  
COAL. WATER

TULALIP SHORES  
WATER ASSOC.

ARCHER  
WATER SUPPLY

TULALIP  
MOUNTS

MARYSVILLE ESTATES  
-GOLF COURSE

CITY OF  
MARYSVILLE