

**Service Area Agreement for Establishing Water Utility
Service Area Boundaries in the Grant County
Critical Water Supply Service Area**

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

WHEREAS, Such an Agreement is required in WAC 246-293-250, Service Area Agreements – Requirement, of the Public Water System Coordination Act;

WHEREAS, Designation of 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 consistent with the Growth Management Act (GMA) will facilitate efficient planning for, and provision of, water system improvements within the Critical Water Supply Service Area (CWSSA) as growth permitted by GMA occurs, and;

WHEREAS, Definite water utility planning areas will help assure that water reserved for public water supply purposes within the CWSSA will be utilized in the future in an efficiently planned manner,

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

1. **Service Area Boundaries.** The undersigned party acknowledges that the Service Area Map, included as Attachment A to this Service Area Agreement and as may be subsequently updated, accurately identifies the utility's designated service area. This signed Service Area Agreement verifies that there are no identified service area conflicts with the adjacent utilities.

Boundary Streets. Existing water lines along boundary streets shall be used to service future development on the same side of the street as the water line.

2. **Boundary Adjustments.** If, at some time in the future, it is in the best interest of the undersigned party to make service area boundary adjustments, such modifications must have the written concurrence of all involved parties and proper legislative authority(ies), in conjunction with the Service Area Boundary Change Procedure as identified in Section III of the CWSP, be consistent with the utility's Water System Plan, and must be noted and filed with the Grant County Health District and the State Department of Health.

If the undersigned is required to have a Urban Growth Area (UGA) under the Growth Management Act, then any time the Urban Growth Area (UGA) of the undersigned is adjusted, the service area of the undersigned will need to be adjusted to conform to the revised UGA where applicable. Approval of an adjustment of the service area shall be provided in the CWSP. In the event of a conflict with another utility subject to this CWSP, the conflict shall be resolved as provided for by law and in the CWSP.

3. Service Extension Policies. The undersigned party agrees that prior to expanding its water service area it shall have adopted;

- 1) Minimum design standards defined in Section IV of the CWSP and,
- 2) Construction specifications in their water system plan (if already approved by DOH) or, be reviewed and approved by DOH.

General purpose local governments will provide service consistent with the levels of service defined in its development regulations and consistent with its capital facilities plan. Satellite Management Agencies shall provide service at the level required for the location of each water system owned and or operated by the Satellite Management Agency. This shall be in conformance with construction specifications of the utility's water system plan, and applicable land use policies.

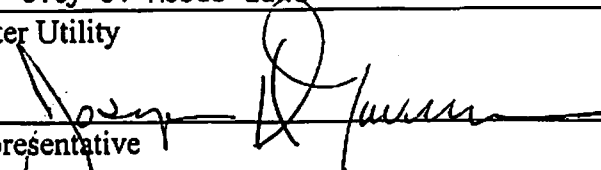
5. Systems Placed in Receivership. RCW 43.70.195 enacted in the 1990 Regular Session of the Washington State Legislature provides that whenever an action is brought in superior court to place a public water system in receivership, the petition to the court shall name candidates for receiver who have consented to assume operation of the water system. The undersigned water utility agrees to review and consider water system receivership of failing water 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 – Grant County Critical Water Supply Service Area Map.

Attachment B – Optional – Utility may attach copies or list such agreements as are relevant.

IN WITNESS WHEREOF, the undersigned party has executed this Service Area Agreement.

City of Moses Lake
Water Utility

Representative
Joseph K. Gavinski, City Manager
Title
9-10-99
Date

Receipt Acknowledged:

Grant County Health District

Date

August 17, 1999

EXHIBIT B
SERVICE AREA AGREEMENT FOR ESTABLISHING WATER UTILITY
CITY OF MOSES LAKE

The intent of the City of Moses Lake is to use the UGA as it's service area. Presently, the City of Moses Lake and Grant County have not agreed on a UGA. Therefore, the City has opted to designate it's proposed UGA as the service area. This service area will change once the final UGA is designated.

The City of Moses Lake recognizes that it's service area overlaps into Pelican Point Water and Country Club Estates service areas. It is the intent of the City of Moses Lake that these two purveyors will have priority in serving water in these two overlapped areas.