

APPENDIX I

WATER INTERTIE AGREEMENT

APPENDIX I

WATER INTERTIE AGREEMENT

This Agreement made and entered into this _____ day of _____, 19____ by and between the _____ (hereinafter referred to as _____), and _____ (hereinafter referred to as _____), witnesseth that:

The definitions of certain terms, as used later in this Agreement, are as follows:

INTERTIE: A connection, either made or potential, between water mains of the two parties to this Agreement, at specifically identified points, where water may be transferred from the supplies of one system to the transmission or distribution facilities of the other.

SURPLUS PRODUCTION CAPACITY: Volumetric rate of available water supply from the sources of the supplying water system, which can be transferred through an intertie after all service requirements to the customers of the supplying system are met.

ISOLATION VALVE: A positive shut-off fitting which shall be installed at the point in either water system which is used to accept or deliver water through the intertie. The isolation valve shall also be designed so as to maintain cross connection control. Each isolation valve is defined as part of the system connected to the intertie and not part of the intertie. Each system has sole responsibility for providing and operating its respective isolation valve.

MINIMUM REQUESTED CAPACITY: A minimum intertie flow capacity requested by either party. Intertie facilities shall be designed so as to afford not less than the minimum flow capacity requested by either party to this Agreement. The availability of sufficient flow to the intertie shall be certified by the supplying utility. The minimum requested capacities shall be the principal basis of negotiating cost sharing of construction of intertie facilities. Flows in excess of minimum requested capacity may be available.

NOW, WHEREAS, _____ and _____ are responsible for operating and maintaining a public water system in accordance with the rules and regulations of the State of Washington and Island County, and

WHEREAS, the parties recognize the responsibility of public water utilities to provide for the highest reliability of service to their customers at reasonable cost, and

WHEREAS, the parties further recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, both _____ and _____ have water system facilities which can be interconnected so as to be mutually beneficial to both utilities,

NOW, THEREFORE, it is agreed that _____ and _____ will provide for an intertie of water mains at the specific locations and with the terms and specifications as provided in the following appendices to this Agreement:

- A. _____
- B. _____
- C. _____
- D. _____

It is further agreed that the following terms and conditions shall apply to the construction and operation of each intertie:

1. Water shall be made available only from surplus production capacity, after all needs of the customers of the supplying utility are satisfied at the time of intertie operation. Neither party shall be liable for failure to deliver water to the other party at any time; and
2. Each utility shall be responsible for installing and operating an isolation valve, which is identified as the point of delivery and does not include the building or vault and appurtenances; and
3. Costs of providing joint use facilities such as pumps, buildings, and other appurtenances shall be shared on the basis of mutual benefit which may be determined in each case by establishing a minimum requested capacity for each utility; and
4. Unit cost of supplied water shall be based on a rate determined by evaluation of production and transmission cost components applying to water delivered. A water rate shall be established by each party at the time of this Agreement and shall remain in effect until March 1 of the succeeding year. The rates may be renewed annually thereafter; and
5. The company requesting water shall submit a written request to the supplying company, and the supplying company must give written permission prior to opening the valve between the two systems. Should, however, a situation arise

necessitating the supply of water immediately, a verbal request shall initially be sufficient, followed by the above written request. Each party shall designate, in writing, an authorized person(s) to evaluate such a verbal request and determine whether such a request should be granted.

6. The use of any intertie will be governed by the terms of this Agreement and the provisions of the applicable attachment. Termination of use of any intertie by either party shall be preceded by not less than 12 months' written notice.

ATTACHMENT A

SAMPLE INTERTIE SPECIFICATION OUTLINE

NAME OF INTERTIE: _____

DATE: _____

1. Description
2. Design Criteria
3. Plans and Specifications
4. Financial Agreement
5. Terms of Operation