

INTERLOCAL AGREEMENT
CITY OF BELLINGHAM-WHATCOM CO. WATER DISTRICT #7

I. RECITALS

The CITY OF BELLINGHAM (the "City") is a municipal corporation formed under the laws of the State of Washington and a first-class city. It maintains a water supply system serving the area within its corporate limits and certain areas outside those limits.

WHATCOM COUNTY WATER DISTRICT NO. 7 (the "District") is a water district formed under Title 57 of the Revised Code of Washington, which provides water service within its boundaries. Water District 7 is located within an area adjacent to the City of Bellingham. The District currently provides water service within a portion of its District boundary and may wish to serve additional areas within its boundaries.

WHEREAS, pursuant to the Bellingham Municipal Code 15.36, the City is willing and able to sell treated water to the District through a metered connection at the common boundary between the City and the District on Britton Road for a limited service area and under certain terms and conditions.

WHEREFORE, in view of the above recitals and in consideration of the mutual covenants and promises set out below, the parties agree as follows:

1. Provision of water supply. The City agrees to provide to the District up to a maximum of 500 gallons per minute of potable water service, at a minimum of 20 psi, for resale by the District to its customers residing within the District boundary as it exists as of the date hereinbelow. The District boundary is shown in Exhibit "A." The District agrees to not resell water beyond the limits of the district. The District further agrees to not resell said water in areas annexed to the District after July 1, 1991 without the express written approval of the City.

Appendix "C"

2. The District agrees to provide throughout the life of this Agreement reservoir capacity sufficient to allow water delivery by the City at a constant rate throughout a peak day and to operate its system in that manner.

3. The District shall pay for all water passing through the meter at the point of delivery at the rate established by the City of Bellingham for service outside the Bellingham corporate city limits. The District shall pay the City promptly when billed for all water passing through the meter.

4. The District agrees it will not sell or resell water for any use other than single-family dwellings on lots of record as of July 1, 1991, without the specific approval of the City of Bellingham.

5. The City may, at some time in the future, wish to install a water line along Britton Road to eliminate dead end water mains. The District agrees to cooperate with the City and support the City's future plans for such a water main and agrees to allow City service to properties within the Districts that lie west of Britton Road.

6. Hold harmless. The District agrees to defend the City and hold it harmless as to any claims or lawsuits, well-founded or not, arising out of use of the facilities the District owns or maintains, and provision of water services to District customers. The District understands, and will advise its customers as necessary, that no legal relationship exists between them and the City, and that the District is solely responsible for provision of water service to such customers and billing for same.

7. This Agreement replaces the earlier agreement between the parties dated September 18, 1967 and constitutes the entire agreement of the parties and shall not be altered or amended except in writing, signed by an authorized representative of each of the parties.

DATED this 13 day of APRIL, 1993.

WHATCOM COUNTY WATER DISTRICT NO. 7

Tom Anderson

CITY OF BELLINGHAM

Tim Douglas 4/2/93
Tim Douglas, Mayor

ATTEST:

Paula Bentley
Finance Director

CERTIFICATION

As Secretary of Whatcom County Water District No. 7, I certify that the above Interlocal Agreement was adopted at a REGULAR meeting of the Commissioners held on the 13 day of APRIL, 1993 at which time a quorum of 2 was present, and was adopted by a vote of 2 FOR, 0 AGAINST, and 0 ABSTENTIONS.

James Trowbridge
Secretary
Whatcom County Water District No. 7

APPROVED AS TO FORM:
City of Bellingham

City Attorney's Office

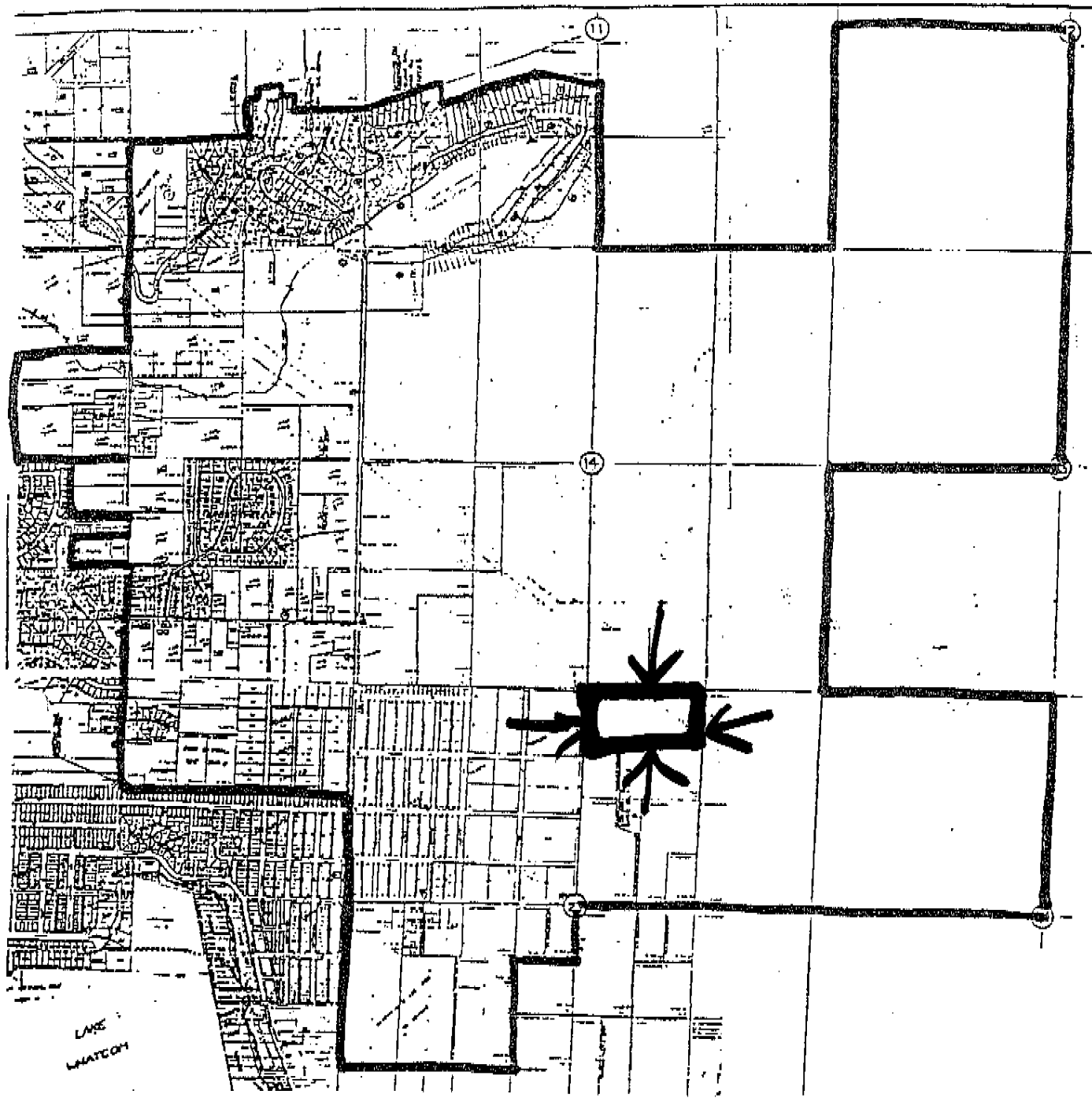
APPROVED AS TO FORM:
Whatcom County Water District No. 7

[Signature]

City Attorney's Office

DEPARTMENTAL APPROVAL:

[Signature]
Director of Public Works



WHATCOM COUNTY WATER DISTRICT #7
 SERVICE AREA BOUNDARY

SCALE: 1" = 800'

11/19/01 GEX

ATTACHMENT "A"