



SOOS CREEK WATER AND SEWER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 2872-W

A RESOLUTION of the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, approving Agreement for the Purchase of Bulk Water Between Cedar River Water and Sewer District and Soos Creek Water and Sewer District.

WHEREAS, Cedar River Water and Sewer District and Soos Creek Water and Sewer District each have bulk water fill stations within the sewer service area of one another; and

WHEREAS, the Districts have reached agreement on the terms of an agreement for bulk rates for water from one another's fill stations; and

WHEREAS, the agreement reached is mutually beneficial to the Districts and to their customers; and

WHEREAS, the Board of Commissioners of the District has considered and approved the terms of the proposed agreement;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Soos Creek Water and Sewer District, King County, Washington, as follows:

SECTION 1: That the Board of Commissioners of Soos Creek Water and Sewer District hereby authorizes the following:

Agreement for the Purchase of Bulk Water Between Cedar River Water and Sewer District and Soos Creek Water and Sewer District

SECTION 2: That the District Manager is authorized to execute the Agreement on behalf of the District.

RESOLUTION NO. 2872-S

SUBJECT: Approving Bulk Water Agreement with Cedar River Water and Sewer District

SECTION 3: That the District shall take such action as is appropriate to accomplish the terms and purposes hereof.

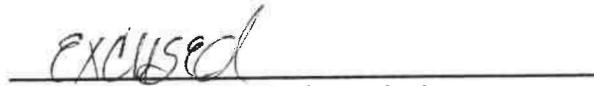
Adopted by the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, at a regular open public meeting thereof on the 4th day of October, 2006.


KAREN WEBSTER, President


CLEMENT QUANRUD, Secretary


CONNIE SULLIVAN, Commissioner


RANDY REECE, Commissioner


STEVE SANDELIUS, Commissioner

RESOLUTION NO. 2872-S

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PAGE - 2

AGREEMENT FOR THE PURCHASE OF BULK WATER
BETWEEN CEDAR RIVER WATER AND SEWER DISTRICT
AND SOOS CREEK WATER AND SEWER DISTRICT

THIS AGREEMENT is entered into this 2nd day of October, 2006, between Cedar River Water and Sewer District ("Cedar River"), a Washington municipal corporation and Soos Creek Water and Sewer District ("Soos Creek"), a Washington corporation.

R E C I T A L S:

A. Cedar River and Soos Creek are water-sewer districts governed by RCW Title 57. Each party provides sewer service within a portion of the water service area of the other. Neither party has ready access to its own water in such areas; however, each party operates a bulk water fill station in the vicinity of the other's sewer system.

B. Both parties clean and flush their sewer systems as part of normal maintenance. Sewer cleaning and flushing operations require a source of water. It would be advantageous for each district to have limited access to the other's water for sewer cleaning and flushing purposes.

C. The parties have negotiated a reduction in the rates they normally charge for bulk water due to the mutual benefits provided by this agreement. Now, therefore,

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. Each party shall sell water to the other for seventy-five percent (75%) of the selling party's regular bulk water sales rate; provided, that, such

water may only be used for the purpose of sewer cleaning and flushing.

2. Water sold under this agreement may only be withdrawn at a bulk water fill station of the selling party. All withdrawals shall be metered and reported to the selling party in the same manner that the selling party sells bulk water to other bulk water purchasers. The parties agree that neither shall withdraw water from the other's fire hydrants for any purpose.

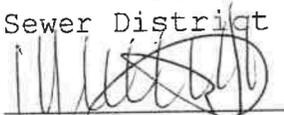
3. This agreement may be terminated by either party on ten (10) days written notice to the other party.

4. This agreement may not be amended or altered except by a duly approved and mutually executed written addendum. This agreement represents the entire agreement of the parties concerning the subject matter. This agreement shall be strictly interpreted as to only apply to the sale of bulk water for sewer cleaning and flushing purposes and shall have no other application or effect. If any part of this agreement is found to be invalid by a court of competent jurisdiction, then the entire agreement shall be rendered null and void.

Executed in King County, Washington as of the date first appearing above.

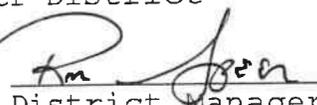
Cedar River Water
and Sewer District

by:


General Manager

Soos Creek Water and
Sewer District

by:


District Manager

Cedar River Water and Sewer District 2008 Tanker Truck Permit

Name: SCOS CREEK WATER AND SEWER

Billing Address: PO BOX 58039
RENTON WA 98058

Phone: 253-26-9900 Contact Name: KEV VANDEWATER

Customer Account #: 19 Password: 295225

Any water taken on this account number will be billed to you. If you need to change your password for any reason please contact the District immediately. There will be a fee for changing password.
Initial KEV Name KEV

OPERATING INSTRUCTIONS

Procedures for dispensing water:

1. Hours of operation are Mon - Fri 7 a.m. to 7 p.m., Sat. & Sun. 9 a.m. to 6 p.m.
2. Enter 2 digit account number, press the # key after complete account number has been entered. (if entered incorrectly you will hear a long beep and you will need to start over)
3. Enter your PASSWORD, press the # key after complete password has been entered.
4. You will hear 3 beeps and you will be ready to prepare for your fill.
5. Hook up appropriate hoses to fill station and tanker truck.
6. Press the START FILL button to begin water fill.
7. Press STOP FILL button approximately 100 gallons before truck is full. Valve closes slowly and takes that long to close completely. Damage resulting from overflow will be billed to Permit Holder.
8. If fill is complete, press the enter reset button to log off the system. IF THE RESET BUTTON IS NOT PUSHED THE NEXT PERSON TO DRAW WATER MAY BE ABLE TO DRAW ON YOUR ACCOUNT.
9. Disconnect hoses and leave fill station area as you found it. (No cleaning equipment at site, permit holder will be billed for clean up.)
10. Damage to fill station will be billed to last customer to use fill station. If station is damaged upon your arrival contact the District prior to using fill station to report.

*Due to increased security, drawing water from any District facility other than from a designated fill stations will result in prosecution to the fullest extent of the law, including the assessment of fines. Fines range from \$350.00 to \$1000.00 per violation.

FAX: 425-228-4880

PHONE# 425-255-6370

I have read and agree to all terms and conditions as stated above.

[Signature]
Signature

10/2/06
Date

Foreman
Position

THANK YOU FOR YOUR COOPERATION