

Interim Water Service Agreement

This Agreement ("Agreement") is made and entered into by and between Alderwood Water & Wastewater District ("AWWD") and Silver Lake Water & Sewer District ("SLWSD"), both municipal corporations of the State of Washington (individually a "Party" and collectively the "Parties").

A. Recitals

1. Both Parties are special purpose districts operating as public water and sewer utilities pursuant to Title 57 of the Revised Code of Washington, which authorizes the provision of water and sewer service to properties within their utility services areas and corporate boundaries.

2. The Parties have previously entered into an interlocal agreement, Wholesale Water Supply Agreement (2013) and Agreement for Sewer and Interim Water Supply (2010, 2nd Amendment).

3. The water and sewer jurisdictional service boundary of the two Districts is 35th Avenue SE between 144th Street SE and 180th Street SE, and a certain portion of the Property located at 16617 35th Ave SE, Tax Parcel No. 27050900201900, ("the Property") is situated abutting the jurisdiction boundary.

4. The Property is within the SLWSD service area but is currently unable to be served from a SLWSD public water main due to critical area restrictions and the inability of the Property owner to obtain easements from the adjacent parcels.

5. Water service is available to the Property from the AWWD service area through an existing AWWD public water main in 35th Avenue SE.

6. The Parties desire to provide for and regulate water service to the Property in an efficient manner on an interim basis.

7. Circumstances necessitate the Parties address providing water service to the Property through this Agreement, but the Parties intend to negotiate a more formal interlocal agreement that will address the provision of interim water and sewer service to properties located adjacent to the jurisdictional service boundary between the Parties, including the Property, among other things.

B. Agreement

In consideration of the following terms and conditions, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow AWWD to provide interim domestic water service to the Property for the purposes of constructing one (1) single family residence, as described above in accordance with the terms and conditions of this Agreement.
2. Permission to Serve. SLWSD grants permission to AWWD to provide domestic water services to the Property on an interim basis.
3. Manner of Service. The tap for the new water service line on the AWWD main shall be performed by AWWD staff. SLWSD shall be responsible to install the water service line from the AWWD main to and including the water meter to serve the Property. SLWSD shall also provide ongoing meter maintenance and operation services to serve the Property.

SLWSD shall serve, bill, and treat the Property in the same manner as its other water service customers. SLWSD shall reimburse AWWD for water AWWD provides to the Property at the water consumption charge and rate structure in place at the time the meter is read by SLWSD.
4. Standards of Utility Construction/Installation. The water service to the Property shall be installed according to both Districts' standards and specifications, except that SLWSD standards and specifications shall control when they are more stringent.
5. Sewer Service. The Property shall obtain sewer service from SLWSD.
6. Connection Charges. The Property will be required to pay a fee equal to the current AWWD General Facility Charge for the applicable size water meter to AWWD as a condition of connecting to the AWWD system. SLWSD shall collect and remit to AWWD the AWWD General Facility Charge and the appropriate SLWSD fees and charges from the Property Owner.
7. Hold Harmless. Both Parties agree to release and hold harmless the other Party from any and all suits, claims, demands, judgments, award, or liabilities arising from the operation and maintenance of the interim water service to the Property, except to the extent either Party is negligent in the performance of this Agreement.
8. Effective Date; Duration. This Agreement shall be effective on the date on which the last authorized signatory signs this Agreement ("Effective Date"). The Agreement shall remain in effect until such time the Parties negotiate a formal interlocal agreement addressing, among other things, the provision of water utility service to the Property. Alternately, either Party may terminate this Agreement by giving the other Party at least ninety (90) days prior written notice of termination if water service is available to the Property from a public water main with the SLWSD service area.

9. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.
10. Notice. Unless provided otherwise in this Agreement, notices issued for all communications associated with this Agreement shall be delivered to each Party as follows:

Silver Lake Water & Sewer District
Attn: General Manager
15205 41st Avenue SE
Bothell, WA 98012

Alderwood Water & Sewer District
Attn: General Manager
3626 156th Street SW
Lynnwood, WA 98087

By:

Silver Lake Water & Sewer District


Curt Brees
General Manager

Dated: 9/5/18

Alderwood Water & Wastewater District


Jeff Clarke
General Manager

Dated: 8/30/18