

**AGREEMENT
FOR ESTABLISHING WATER UTILITY SERVICE AREA BOUNDARIES
AS IDENTIFIED BY THE
VASHON COORDINATED WATER SYSTEM PLAN**

This agreement for water utility service area boundaries identifies the external boundaries of the service areas for which the designated water purveyors will assume direct water service responsibility. The responsibilities accepted by the water purveyor are outlined in the Vashon Coordinated Water System Plan (CWSP), and as defined by the adopted rules and regulations of the Washington State Department of Social and Health Services (DSHS).

This agreement does not give new authorities to the water purveyor or to the County or State regulatory agencies, but rather acknowledges the geographical area for these designated service responsibilities.

The terms used within this agreement shall be as identified in the implementing regulations of Chapter 70.116 RCW, except as identified below.

1. VASHON OVERALL WATER SERVICE AREA MAP shall mean the map referenced in the Agreement as Attachment A, which represents the overall water service areas for the Vashon Critical Water Supply Service Area, except as may be amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
2. WATER SERVICE AREA shall mean the designated geographical area in which a water utility shall supply water, as identified in Attachment A.
3. LEAD AGENCY for administering the Vashon Water Utility service area agreements and service area maps shall be the King County Building and Land Development (BALD) Division; Parks, Planning and Resources Department, unless otherwise established by amendment to the CWSP.

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

WHEREAS, Such an agreement is required in accordance with WAC 248-56-730, "Service Area Agreements-Requirements", and

WHEREAS, The 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 service areas will facilitate efficient planning for, and provision of, water system improvements to accommodate future development;

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

SECTION 1. Service Area Boundaries. The undersigned utility acknowledges that the Vashon Primary Water Systems Utility Service Area Map, included as Attachment A to this Agreement, identifies the utility's proposed new water service area. The undersigned further acknowledges that there are no service area conflicts with adjacent utilities or with existing Class 4 utilities within its service area boundaries, or, where such conflicts exist, that no water service will be expanded within disputed areas until such conflicts are resolved.

SECTION 2. Boundary Streets. Unless separate agreements exist with adjacent utilities, the undersigned agrees that the centerline of public streets, roads or highways shall not be used to define any part of a service area boundary. Depth of service on boundary streets shall be limited to one platted lot or as otherwise agreed upon by the utilities. Existing services on boundary streets shall remain as connected unless transfer of service is agreed to in writing by both parties. Nothing in this Agreement shall prohibit the placement of facilities in the same street by adjacent water utilities where geographic or economic constraints require such placement for the hydraulic benefit of both utilities.

SECTION 3. 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 be by written concurrence of all involved utilities and the proper legislative authorities. These written modifications must be noted and filed with the designated King County lead agency and DSHS. It is understood by the undersigned utility that it may decline to provide service within its designated service area boundary, but in this case, an applicant may be referred to other adjacent utilities, to a pre-qualified Satellite System Management Agency (SSMA), or that a new utility may be created and the original service area boundary adjusted accordingly.

SECTION 4. Service Extension Policies. The undersigned utility agrees that in order to expand its water service area, other than by addition of retail customers to existing water mains, or to serve in the capacity of a pre-qualified SSMA, it shall have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the Vashon Minimum Design Standards and Specifications established in the CWSP.

This agreement by reference includes Attachment A - Primary Water Systems Utility Service Area Map.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of

Water Utility

Representative

Title

Receipt Acknowledged:

King County Parks, Planning & Resources

Date

