

RESOLUTION 2013-G

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE
THE EXECUTION OF A WATER SERVICE AREA AGREEMENT**

WHEREAS, state law requires service area agreements in order to help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficient and planned manner,

THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Standard Service Agreement Establishing Water Utility Service Area Boundaries.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of February, 2013.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

Daniel G. Lloyd, Town Attorney

**STANDARD SERVICE AGREEMENT
ESTABLISHING WATER UTILITY
SERVICE AREA BOUNDARIES**

PREAMBLE

THIS AGREEMENT establishing water utility service area boundaries is entered into this day for purposes of identifying the external boundaries of the service area for which this water purveyor has assumed water service responsibility.

WHEREAS, service area agreements are required by WAC 246-293-250 to help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficient and planned manner; and

WHEREAS, the designation of retail water service area and future service planning areas, together with the cooperation of other utilities, will help assure efficient planning to accommodate growth, avoid duplication of service, and facilitate the best use of resources; and

WHEREAS, The responsibilities applicable to water purveyors are outlined in the Pierce County Coordinated Water System Plan (CWSP) and by the adopted rules and regulations of the Washington State Department of Health (DOH); and

WHEREAS, It is not the intent of this Agreement to give new authority or responsibilities to the water purveyor or to the County or State regulatory agencies, in addition to those requirements imposed by law; and

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

Section 1. The terms used within the contract shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

- A. Lead Agency shall mean the department or organization within Pierce County that has been designated by the Pierce County Executive as being administratively responsible for the coordination and filing of the Pierce County Water Service Area map, Standard Service Agreement Establishing Water Utility Service Area Boundaries, Agreements for Retail Service Areas, Utility Service Policies, and other administrative documents necessary for the implementation of the Pierce County CWSP.
- B. Pierce County Coordinated Water System Plan (CWSP) shall mean the plan adopted by the Pierce County Council for public water systems within critical water supply service areas within Pierce County which identifies the present and future needs of the systems and sets forth means for meeting those needs in the most efficient manner possible.
- C. Pierce County Water Service Area Map shall mean the map referenced in this Agreement for the retail service area signed by the water purveyor, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.

- D. Retail Service Area shall mean the designated geographical area within Pierce County in which the undersigned water purveyor assumes full responsibility for providing water service to individual customers.
- E. Utility Service Policies shall mean those policies and conditions of service that are attached to the provision of water service for individual customers. The identified policies and conditions of service are those conditions incorporated within the water purveyor's water system improvement and expansion plans required under the provisions of the Public Water Systems Coordination Act and DOH.

Section 2. Lead Agency. The lead agency for administering the Pierce County Water Utility service area agreements shall be the Pierce County Department of Public Works and Utilities unless otherwise established by the Pierce County Executive. The lead agency shall function only as a coordination center. The lead agency will maintain the original documents and will be responsible for updating the water system map and agreements as provided for in the CWSP.

Section 3. Authority The authority for this Agreement is granted by the Public Water Systems Coordination Act of 1977, Chapter 70.116 RCW.

Section 4. Service Area Boundaries. The undersigned Water Purveyor acknowledges that the Pierce County Water Service Area Maps identifying its retail service area boundaries, dated January 31, 2013 and included as Attachment A to this Agreement, identify the Water purveyor's present and future service area. The undersigned further acknowledges that there are no service area conflicts with an adjacent water utility or purveyor, or, if such a conflict exists, agrees that no new water service will be extended within disputed areas except as stipulated in an adjudication by DOH.

This agreement shall apply to service areas existing as of August, 1994, and to the service area boundaries identified in the above referenced maps, or as shown on current revisions thereof, provided that no revisions of service areas shown on these maps shall be made without prior written concurrence of the water utilities/purveyors involved and such written concurrence is filed with the Lead Agency. Revisions may also require an amendment to the purveyor's or utility's service plans.

Section 5. Boundary Adjustments. If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and DOH. It is understood by the undersigned utility that it may decline to provide service within its designated service area boundary, but in that case, an applicant may be referred to other adjacent purveyors or utilities or a new utility may be created and the original service area boundary will be adjusted accordingly.

Section 6. System Extension Policies. The undersigned utility agrees that in order to expand its existing water service area, (other than by addition of retail customers to existing water mains), or to serve in the capacity of a pre-qualified satellite system management agency (SSMA), it shall have adopted design standards and Utility Service extension policies. The

design standards shall meet or exceed the Pierce County Water System Minimum Standards and Specifications.

A water utility anticipating expansion of retail service in unincorporated areas of Pierce County, or intending to operate as an SSMA, shall identify utility service policies in its updated water system plan. The undersigned utility agrees to identify, for information, its utility service policies or provide a copy of the updated water system plan to the Lead Agency prior to application for extension of its existing water system into new service areas within the unincorporated areas of Pierce County.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to the level of service provided for their customers inside the city limits with similar service requirements, and must also meet or exceed Pierce County's minimum design standards.

Section 7. Special Working Agreements. Special working agreements, if they exist and are relevant, between this water purveyor and any adjacent water purveyor shall be attached to this Agreement as Attachment B and incorporated herein by this reference.

Section 8. Compliance with the CWSP. Nothing in this Agreement shall waive any requirement of the state, federal or local government regarding the provision of water service. This Agreement shall comply with the interlocal agreement requirement of the CWSP.

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

Date

Water Purveyor

Representative

Title

Receipt Acknowledged:

Pierce County Public Works and Utilities Department

Date

**STANDARD SERVICE AGREEMENT
ATTACHMENT B**

Utility shall include copies of separate agreements, relating to common service areas, transfer arrangements, special working agreements, and/or retail service agreements with adjacent utilities. These agreements will be included by reference in this Interlocal Agreement.

