

WATER CONNECTION AGREEMENT

THIS AGREEMENT is entered into this 17<sup>th</sup> day of July, 1980, by and between the CITY OF FERNDALE, a Washington municipal corporation, hereinafter referred to as "City", and the THORNTON WATER ASSOCIATION, a Washington non profit corporation, hereinafter referred to as "Association".

IN CONSIDERATION of the mutual benefits derived from this agreement, the parties hereto agree as follows:

1. Water Connection: The Association hereby agrees that the City may connect its main water distribution lines to the Association's main water distribution lines in order to provide the Association with an alternate source or supply of water for emergency purposes. At time of connection, the City agrees to provide adequate pressure reducing valves (if required), a main line meter, and a main line valve at its cost and expense.
2. Water Supply: The City agrees to supply water to the Association during emergency situations and only when the Association shall approve and request the same through its designated officer or agent. The City further agrees upon approval and request by the Association to supply all of the Association's water on a permanent basis; provided, that a permanent supply of water to the Association shall be subject to established rules and regulations of the City and any amendments or modifications thereof as may be adopted by the City, regulating and controlling the use and distribution of the water supply by the water department of the City.

3. Water Rates: It is mutually agreed that the Association will pay the City for any water supplied by the City to the Association in accordance with this Agreement that rate established by Ordinance 537 of the City or any amendments thereto; provided, that if the supply is for emergency purposes only and for a period of less than one calendar month, the minimum rate established in Schedule A of said ordinance shall be pro-rated on a per diem basis for the number of days that water is supplied to the Association. It is further mutually agreed, that in the event the Association shall approve and request a permanent supply of water from the City, the City and the Association shall negotiate a rate to be charged in accordance with the then-prevailing water rate ordinance.

THIS AGREEMENT is dated this 7<sup>th</sup> day of

July, 1980.

THORNTON WATER ASSOC.

*James K. Johnson*

*James K. Johnson, Board Member*

BY *David Schwartz*  
*David Schwartz*  
Its President

BY *C. M. Bender*  
*C. M. Bender*  
Its Secretary

THE CITY OF FERNDALE

BY *Cecil Barr*  
*Cecil Barr*  
Mayor

ATTEST:

*Roland Signett*  
Roland Signett  
Clerk - Treasurer

WATER CONNECTION AGREEMENT

THIS AGREEMENT is entered into this 7th day of July, 1950, by and between the CITY OF FERNDALE, a Washington municipal corporation, hereinafter referred to as "City", and the MOUNTAINVIEW WATER ASSOCIATION, a Washington non profit corporation, hereinafter referred to as "Association".

IN CONSIDERATION of the mutual benefits derived from this agreement, the parties hereto agree as follows:

1. Water Connection: The Association hereby agrees that the City <sup>will</sup> ~~may~~ connect its main water distribution lines <sup>with interfaces being 4" or less than</sup> to the Association's main water distribution lines in order to provide the Association with an alternate source or supply of water for emergency purposes. At time of connection, the City agrees to provide adequate pressure reducing valves (if required), a main line meter, and a main line valve at its cost and expense. <sup>2 1/2" or less</sup> ~~No cost or expense to the Association~~

2. Water Supply: The City agrees to supply water to the Association during emergency situations and only when the Association shall approve and request the same through its designated officer or agent. The City further agrees upon approval and request by the Association to supply all of the Association's water on a permanent basis; provided, that a permanent supply of water to the Association shall be subject to established rules and regulations of the City and any amendments or modifications thereof as may be adopted by the City, regulating and controlling the use and distribution of the water supply by the water department of the City.

*Also - be it understood that the Assn. will not be required to purchase water from the city of Ferndale and that any usage will be strictly at the request of the Assn.*

3. Water Rates: It is mutually agreed that the Association will pay the City for any water supplied by the City to the Association in accordance with this Agreement that rate established by Ordinance 537 of the City or any amendments thereto; provided, that if the supply is for emergency purposes only and for a period of less than one calendar month, the minimum rate established in Schedule A of said ordinance shall be pro-rated on a per diem basis for the number of days that water is supplied to the Association. It is further mutually agreed, that in the event the Association shall approve and request a permanent supply of water from the City, the City and the Association shall negotiate a rate to be charged in accordance with the then-prevailing water rate ordinance.

THIS AGREEMENT is dated this 27<sup>th</sup> day of

July, 1989.

MOUNTAINVIEW WATER ASSOC.

By Harvey M. Johnson  
Its President

By F. J. [Signature]  
Its Secretary

THE CITY OF FERNDALE

By Cecil Barr  
Mayor

ATTEST:

[Signature]  
Roland Signety  
Clerk - Treasurer

WATER CONNECTION AGREEMENT

THIS AGREEMENT is entered into this 7th day  
of July, 1980, by and between the CITY OF  
FERNDALE, a Washington municipal corporation, hereinafter  
referred to as "City", and the CENTRAL CITY WATER  
ASSOCIATION, a Washington non profit corporation, hereinafter  
referred to as "Association".

IN CONSIDERATION of the mutual benefits derived  
from this agreement, the parties hereto agree as follows:

1. Water Connection: The Association hereby agrees  
that the City may connect its main water distribution lines  
to the Association's main water distribution lines in order  
to provide the Association with an alternate source or supply  
of water for emergency purposes. At time of connection,  
the City agrees to provide adequate pressure reducing valves  
(if required), a main line meter, and a main line valve  
at its cost and expense.
2. Water Supply: The City agrees to supply water  
to the Association during emergency situations and only  
when the Association shall approve and request the same  
through its designated officer or agent. The City further  
agrees upon approval and request by the Association to supply  
all of the Association's water on a permanent basis; provided,  
that a permanent supply of water to the Association shall  
be subject to established rules and regulations of the City  
and any amendments or modifications thereof as may be adopted  
by the City, regulating and controlling the use and distribution  
of the water supply by the water department of the City.

3. Water Rates: It is mutually agreed that the Association will pay the City for any water supplied by the City to the Association in accordance with this Agreement that rate established by Ordinance 537 of the City or any amendments thereto; provided, that if the supply is for emergency purposes only and for a period of less than one calendar month, the minimum rate established in Schedule A of said ordinance shall be pro-rated on a per diem basis for the number of days that water is supplied to the Association. It is further mutually agreed, that in the event the Association shall approve and request a permanent supply of water from the City, the City and the Association shall negotiate a rate to be charged in accordance with the then-prevailing water rate ordinance.

THIS AGREEMENT is dated this 2<sup>th</sup> day of

July, 1980.

CENTRAL CITY WATER ASSOC.

BY Merlin Solway  
Its President

BY Paris Bentley  
Its Secretary

THE CITY OF FERNDALE

BY Cecil Barr  
Mayor

ATTEST:

Roland Signett  
Roland Signett  
Clerk - Treasurer

WATER CONNECTION AGREEMENT

THIS AGREEMENT is entered into this 7th day of July, <sup>80</sup>1979, by and between the CITY OF FERNDALE, a Washington municipal corporation, hereinafter referred to as "City", and the BAKERVIEW WATER ASSOCIATION, a Washington non profit corporation, hereinafter referred to as "Association".

IN CONSIDERATION of the mutual benefits derived from this agreement, the parties hereto agree as follows:

1. Water Connection: The Association hereby agrees that the City may connect its main water distribution lines to the Association's main water distribution lines in order to provide the Association with an alternate source or supply of water for emergency purposes. At time of connection, the City agrees to provide adequate pressure reducing valves (if required), a main line meter, and a main line valve at its cost and expense.

2. Water Supply: The City agrees to supply water to the Association during emergency situations and only when the Association shall approve and request the same through its designated officer or agent. The City further agrees upon approval and request by the Association to supply all of the Association's water on a permanent basis; provided, that a permanent supply of water to the Association shall be subject to established rules and regulations of the City and any amendments or modifications thereof as may be adopted by the City, regulating and controlling the use and distribution of the water supply by the water department of the City.

3. Water Rates: It is mutually agreed that the Association will pay the City for any water supplied by the City to the Association in accordance with this Agreement that rate established by Ordinance 537 of the City or any amendments thereto; provided, that if the supply is for emergency purposes only and for a period of less than one calendar month, the minimum rate established in Schedule A of said ordinance shall be pro-rated on a per diem basis for the number of days that water is supplied to the Association. It is further mutually agreed, that in the event the Association shall approve and request a permanent supply of water from the City, the City and the Association shall negotiate a rate to be charged in accordance with the then-prevailing water rate ordinance.

THIS AGREEMENT is dated this 7<sup>th</sup> day of

July, 1980.

BAKERVUE WATER ASSOC.

BY [Signature]  
Its President

BY [Signature]  
Its Secretary

THE CITY OF FERNDALE

BY [Signature]  
Cecil Barr Mayor

ATTEST:

[Signature]  
Roland Signett  
Clerk - Treasurer

# WATER CONNECTION AGREEMENT

BETWEEN THE CITY OF FERNDALE

AND

NORTHWEST WATER ASSOCIATION, INC.

Fifth Draft a

THIS AGREEMENT is entered into this 29<sup>th</sup> day of October, 2004, by and between THE CITY OF FERNDALE, a Washington municipal corporation, hereinafter referred to as the "City," and the NORTHWEST WATER ASSOCIATION, INC. a Washington non-profit corporation, hereinafter referred to as the "Association."

IN CONSIDERATION of the mutual benefits derived from this agreement the parties hereto agree as follows:

## RECITAL:

The City has heretofore executed the "Ferndale Letter of Intent", dated May 8, 2003, a copy of which is attached hereto and made a part hereof and marked Exhibit "A". The parties hereto desire to amend and supersede the "Ferndale Letter of Intent" to comply with the intent of said letter. Let it be noted herein that the City and the Association hereby agree that the Association has completed the "... preliminary portion of the connection ..." as specified in Exhibit "A", sections 1.4 and 2.1, and that this connection, hereinafter referred to as the "Point of Interconnection", now belongs to the City. The Association has agreed to construct an extension to the City's water main in accordance with Federal, Washington State, and Whatcom County standards and specifications approximately 1,100 feet south along the Graveline Road from the Point of Interconnection located in the County Right Of Way. Said extension is hereinafter referred to as the "Supplemental Water Transmission Line" or "SWTL". It is mutually agreed that the Association will install, maintain, own, and repair if necessary, all equipment and appurtenances attached to the SWTL. The SWTL serves two purposes: 1) transmit water, purchased by the Association from the City on a wholesale (bulk) basis, from the City's Smith Road main to the Association's main storage tank, and 2) provide Whatcom County RR1 zone fire flow. The SWTL will not provide service.

1. Water Meter and Locking Maintenance Bypass. The Association agrees to install a Four (4) inch INVENSYS Turbo Meter model W-1000 DRS with the TouchRead® System, hereinafter referred to as the "Master Meter", with a maximum capacity sufficient to simultaneously provide fire flow (as described in Fire Flow below) along the SWTL, and deliver enough potable water to meet the needs of the Association. (See "on-demand" Limits and Water Volume below.) The manufacturer's Description and Specifications for the Master Meter are attached hereto and made a part hereof and marked Exhibit "B1". The Association agrees to install and equip the Master Meter with a locking maintenance bypass, hereinafter referred to as the "Locking Maintenance Bypass", in accordance with the INVENSYS standard installation package as partially (without reference to a locking mechanism) represented in the manufacturer's INSTALLATION RECOMMENDATIONS, which are attached hereto and made a part hereof and marked Exhibit "B2". It is mutually agreed that the City and the Association shall have mutual, equal, and not necessarily simultaneous access to the vault containing the Master Meter and Locking Maintenance Bypass to facilitate the ease with which the City or the Association may read the Master Meter at will. It is mutually agreed that the City shall retain the sole ability to lock and unlock the Locking Maintenance Bypass. It is mutually agreed that the City shall respond in a timely manner to any request made by the Association of the City to unlock or lock the Locking Maintenance Bypass for purposes related to maintenance or emergency.

2. Cross-Connection Control. It is mutually agreed that the SWTL will be equipped with an approved double check valve back flow prevention device and a sufficient air gap above the Association's main storage tank in accordance with Federal, Washington State, and Whatcom County standards and specifications.

3. Water Quality. The City will furnish to the Association, at the Point of Interconnection, potable water that meets the water quality standards of the Safe Drinking Water Act and the Washington State Department Of Health, including future amendments thereto, and all other federal, state and county water quality requirements mandated for municipal water systems in the State of Washington.

4. Water Supply. The City agrees to supply water to the Association on a semi-continual "on-demand" basis in the same manner as it supplies water to its municipal customers in compliance with State and Federal laws and subject to the special terms and conditions of this Agreement.

5. "on-demand" Limits. It is mutually agreed that the Association will not draw more than Three Million (3,000,000) gallons of water through the SWTL in any Thirty (30) day period, Two Hundred and Ten (210) gallons per minute during normal operations, and One Thousand (1,000) gallons per minute during Fire Flow conditions on the SWTL.

6. Water Rates. It is mutually agreed that the Association will pay the City promptly for any water supplied by the City to the Association in accordance with this Agreement at the initial rate of \$2.79 per One Hundred (100) cubic feet, said rate shall be hereinafter referred to as the "Current Rate". The Current Rate is One Hundred Forty Five point One (145.1) percent of the City's residential customers inside the City's city limits rate. The Current Rate shall vary by the same percentage as the rate paid by the City's residential customers inside the City's city limits. The City shall notify the Association at least One (1) Month prior to any resulting change in the Current Rate. (See Billing Procedure below.)

7. Water Volume. It is mutually agreed that the Association will pay the City for the greater of: One Million (1,000,000) gallons of water annually or Twelve and One Half (12.5) percent of the Association's total annual water use. In turn, the City will make available to the Association a maximum of Twenty Five Million (25,000,000) gallons of water annually.

8. Water Rights. The City and the Association acknowledge and agree that: (a) the Association's Water Utility Service Area is located within the WHOLESAL SERVICE AREA of PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY (PUD), (b) the PUD supplies water to the City, and (c) the City subsequently treats and distributes said water to the Point of Interconnection. Facts (a), (b) and (c), in conjunction with Washington State House Bill 1338, grant the Association the right to purchase water from the City and to distribute and sell said water within the Association's Water Utility Service Area. Documentation of the WHOLESAL SERVICE AREA of PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY is attached hereto and made a part hereof and marked Exhibit "C". Additional water right details are documented in the Association's Small Water System Management Program - Element 11 - Water Right Documentation. No action is required on the City's part with regard to Water Rights that affect this agreement.

9. Association Service Connections. The City and the Association acknowledge and agree that: The Association shall not exceed Two Hundred and Sixty (260) Equivalent Residential Units (ERUs). The Association shall pay the City a fee, hereinafter referred to as the "Per New Connection Fee", of Six Hundred dollars (\$600) for each new Share, or new service, or new ERU, the Association connects to its distribution system with the following exception; the outstanding unconnected Association Shares numbered: 137, 148, 164, 167, 191, 206, 213, 222, 224, 225, and no# - Option To Buy - Martha Benedict. Additional documentation pertaining to said unconnected Association Shares is attached hereto and made a part hereof and marked Exhibit "D1". All of the Association Shares connected to the Association's distribution system prior to the execution of this Agreement are exempt from this Per New Connection Fee. The Association shall keep a record of each Per New Connection Fee collected. The Association shall provide the City with a copy of said record attached to payment to the City for each Per New Connection Fee, and do so within Thirty (30) days of the physical connection to the Association's system of a new Share, or new service, or new ERU that is subject to the Per New Connection Fee. The City shall have the right to inspect annually the Association's new connection records. Let it be noted herein that the City and the Association hereby agree that the purpose of the Per New Connection Fee is to accommodate to the satisfaction of the City the

Amendment #1 AMENDMENT TO INTERLOCAL AGREEMENT FOR FERNDALE'S REIMBURSEMENT TO PUD NO. 1 FOR COSTS ON SMITH ROAD EXTENSION PROJECT, a copy of which is attached hereto and made a part hereof and marked Exhibit "D3". Pursuant to the intent of Exhibit "D3", providing for the designation by the City of parcels benefiting from the SMITH ROAD EXTENSION PROJECT, the City and the Association herein acknowledge and agree to extend and enlarge the applicability of the PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY SMITH ROAD WATER MAIN EXTENSION TRANSMISSION MAIN SERVICE ZONE (herein marked "Exhibit A" within Exhibit "D3") to include all parcels within the Association's (future) Water Utility Service Area. Said extension and enlargement of "Exhibit A" within Exhibit "D3" is hereinafter referred to as the "Service Zone Amendment". The sole purpose of the Service Zone Amendment is to extend and enlarge the physical area subject to the Per New Connection Fee to include the Association's entire (future) Water Utility Service Area. A map denoting the physical boundaries of the Association's (future) Water Utility Service Area is attached hereto and made a part hereof and marked Exhibit "D4". The Nilsen Water Association, although surrounded by the Association's (future) Water Utility Service Area, is not a part thereof and therefore is not a Party subject to the terms and conditions of this Agreement.

10. Other Fees. The City and the Association acknowledge and agree that there are no other fees of any kind associated with this Agreement other than those stipulated herein.

11. Association System. The Association shall be responsible for complying with all State Department of Health testing requirements and for the repair and maintenance of all lines and equipment which are installed or located on the Association's side of the Point of Interconnection, including the Master Meter and Locking Maintenance Bypass.

12. Fire Flow. The City and the Association acknowledge and agree that the Association's existing system is not capable of, and not required to, provide fire flow in the Association's R5A zoned Water Utility Service Area. The City and the Association acknowledge that the SWTL, located in the Association's (future) RR1 zoned Water Utility Service Area, will provide Whatcom County RR1 zone fire flow at the rate of Five Hundred (500) Gallons Per Minute and be equipped with Three (3) fire hydrants equally spaced at Six Hundred (600) foot intervals, beginning at the Point of Interconnection and continuing south.

13. Liability. The City and the Association acknowledge and agree to release, defend, indemnify, and hold harmless the other Party, its officers, employees, agents and representatives from all claims, actions, suits, losses, harm, liabilities, damages, costs and expenses, including but not limited to, reasonable attorney's fees, arising out of the negligent acts or omissions by the releasing and indemnifying Party's respective Commissioners, officers, employees, agents and representatives in connection with the performance of this Agreement by the releasing and indemnifying Party. Where negligence by both Parties is concurrent and contributes to a Claim, the Parties shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude either Party from pursuing any remedy against a third party.

14. Failure to Deliver. The City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Association with quantities of water required by the Association's demands. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the Association shall be reduced or diminished in the same ratio or proportion as the supply to the City's consumers inside the City's city limits is reduced or diminished.

15. Modification of Contract. The provisions of this Agreement pertaining to the schedule of rates to be paid by the Association for water delivered are subject to modification from time to time as the inside City limits water rate is changed. Other provisions of this Agreement may be modified or altered by mutual agreement of the parties.

16. Duration of Contract. The City and the Association acknowledge and agree that the City shall provide wholesale supplemental water to the Association under the terms and provisions of this agreement in perpetuity; duly noted herein pursuant to WAC 246-290-132(3)(a)(x).

17. Successor to the Association. In the event of any occurrence rendering the Association incapable of performing under this Agreement, any successor of the Association, whether the result of legal process, assignment

or otherwise, shall succeed to the rights of the Association hereunder.

18. Billing Procedure. The City shall read the Master Meter and bill the Association on the last day of every even numbered month for the amount of water furnished to the Association during the preceding month. The Association shall read the Master Meter at the end of every odd numbered month and furnish the City with an itemized statement of the amount of water furnished to the Association during the preceding month. The Association shall pay the City each month, on a Moving Average Payment basis. The Association shall commence paying said Moving Average Payments to the City by Association check immediately following the second Tuesday of the month following the month in which Commencement of Use occurs.

19. Miscellaneous. The construction of the SWTL and associated improvements by the Association are being financed by a loan made by the State Of Washington Drinking Water State Revolving Fund Loan Program submittal #2003-038, and the provisions hereof pertaining to the undertakings of the Association are conditioned upon the approval, in writing, of that loan.

20. Commencement of Use. The City and the Association acknowledge and agree that the Association shall commence drawing water from the City's main at the Point of Interconnection immediately after the City's water main and the Association's SWTL are connected at the Point of Interconnection and the Association's associated improvements are capable of receiving water from the City.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

NORTHWEST WATER ASSOCIATION, INC.      THE CITY OF FERNDALE

BY Fred Neil  
Fred Neil                                  President

BY Jerry Landcastle  
Jerry Landcastle                          Mayor

Attest: Thomas Merlina  
Thomas Merlina                          Secretary

Attest: Linda Knutson  
Linda Knutson                          Clerk

# Exhibit A



**CITY HALL**  
2095 Main Street  
P.O. Box 936 - Ferndale, WA 98248

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### Ferndale Letter of Intent

May 8, 2003

To whom it may concern:

This letter demonstrates the City of Ferndale's (COF) intention to sell water to the Northwest Water Association (NWWA) and outlines the general conditions under which a contract will be drawn up by the COF. The contract will describe in detail the terms and conditions that the COF and the NWWA will abide by. The COF understands that this letter of intent is an integral part of the NWWA's State Revolving Fund (SRF) loan application process and that some of its contents are crucial to the satisfaction of certain conditions of their SRF loan application. This letter will remain in effect for a period of two years following the date of signature to provide sufficient time for the NWWA to obtain funds through the SRF program.

The City of Ferndale will:

1.1) ... sell water to the NWWA at a flat rate as yet to be negotiated. This rate will vary by the same percentage as a typical Ferndale residence.

1.2) ... place no special priority on the availability of water to the NWWA. However, in the event of loss of supply from the PUD or some catastrophic event affecting the COF's water supply; the COF will notify the NWWA as quickly as possible of that event.

1.3) ... will read the meter (installed as per 2.1 and bill the NWWA bi-monthly for the water use indicated by that meter.

1.4) ... will grant the NWWA permission to make the preliminary portion of the connection to our water main by installing approximately 20' of D.I pipe at the intersection of Smith Road and Graveline Road as early as June 2003. Said line shall be installed to COF standards and inspected. The COF understands that doing so saves the NWWA a considerable sum of money due to the timing of Whatcom County construction at that intersection.

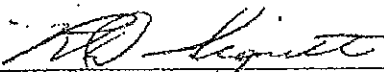
The Northwest Water Association will

2.1) ... assume all financial responsibility for making the connection to the COF's water main at the intersection of Smith Road and Graveline Road. This will include placing a meter with maintenance bypass and appropriate box to contain them at that intersection which shall be inspected and approved by the COF. It is understood that the meter and maintenance bypass are not considered part of the preliminary portion of the connection and will be installed when the SRF funds are available and the bulk of the project begins.

2.2) ... be responsible for maintaining and keeping in good working order the connecting line from the meter south along Graveline Road.

2.3) ... implement conservation and generally cooperate with the COF in any way possible to accommodate an event such as that described in 1.2.

2.4) ... modify its Bylaws to protect the integrity of its ability to meet its financial obligations.

  
\_\_\_\_\_  
Roland Signett  
Ferndale City Administrator

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Administrative Offices  
Phone: (360) 384-4302  
Fax: (360) 384-1163

Clerk/Treasurer's Office  
Phone: (360) 384-4302  
Fax: (360) 384-1163

Planning & Building Dept.  
Phone: (360) 384-4006  
Fax: (360) 384-5189

Public Works Dept.  
Phone: (360) 384-4006  
Fax: (360) 384-5189

City Website: <http://www.ci.ferndale.wa.us>

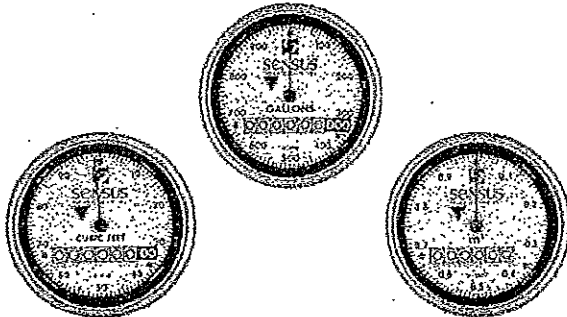
City E-Mail: [signett@compuserve.com](mailto:signett@compuserve.com)

# Exhibit B1

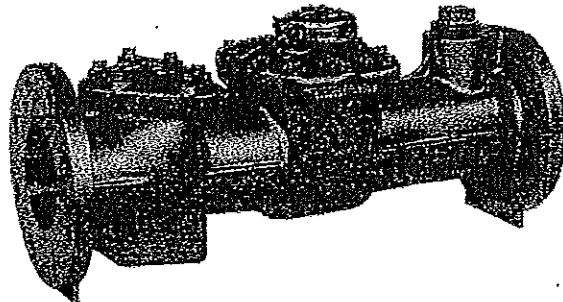


**SERIES "W" TURBO METERS**

**MODEL W-1000 DRS**  
Bronze Magnetic Drive Flanged Ends Size 4" (DN 100mm)



Direct Reading Registers



W-1000 DRS Turbo Meter

**DESCRIPTION**

**MODEL:** W-1000 DRS Turbo Meter is based on the turbine principle of measurement; its operating range is from 15 to 1000 gallons per minute (3.4 to 225 m<sup>3</sup>/h) with registration accuracy of 100% ±1.5% of actual thruput.

**CONFORMANCE TO STANDARDS:** Invensys Turbo Meters comply with ANSI/AWWA Standard C701 (most recent revision). Each meter is performance tested to insure compliance.

**PERFORMANCE:** The meter's unique principle of measurement assures extended accuracy life. The W-1000 DRS has no restrictions as to sustained flow rates within its operating range. The design permits continuous operation up to its rated maximum flow capacity, without affecting long term accuracy or causing undue wear.

**CONSTRUCTION:** The meter consists of two basic assemblies—the maincase and the measuring chamber. Straightening vanes in the maincase minimize the swirl upstream of the meter so as to direct the flow evenly to the rotor. The measuring chamber assembly includes the rotor, adjusting vane (for calibration) and sealed Direct Reading (DR) register.

**MAGNETIC DRIVE:** The Right Angle Magnetic Drive eliminates conventional worm or miter gears normally required for horizontally mounted rotors or turbine measuring elements. Registration is accomplished by combining the magnetic actions of a driver magnet (embedded in the rear face of the rotor), a three-legged flux carrier and a cylindrical follower magnet attached to the gear train shaft inside the register's magnet well. Water flowing through the meter causes the rotor (with magnet) to turn; as one of the magnet poles passes one of the flux carrier legs, the magnetic force is transmitted through the flux carrier leg to the follower magnet, causing the register shaft to rotate. The only moving part in water is the rotor assembly.

**ROTOR:** The thermoplastic rotor with graphite bearing rotates on a chrome plated stainless steel shaft. The rotor assembly is virtually weightless in water, thus adding to bearing life.

**MAINTENANCE:** The measuring chamber and straightening vanes can be removed, repaired and/or replaced without disturbing the maincase in the line. A spare chamber can be utilized in the event maintenance is required. Cover plates are also available to keep the line in service while the measuring chamber is repaired and recalibrated. A test outlet is provided in the outlet end for ease of flushing or accuracy testing. Factory testing, repair and measuring chamber exchange programs are available.

**STRAINER:** The Model W-1000 DRS Turbo Meter is designed with an integral "V" shaped stainless steel strainer built into its inlet end. A removable cover plate permits easy access to the strainer for routine cleaning.

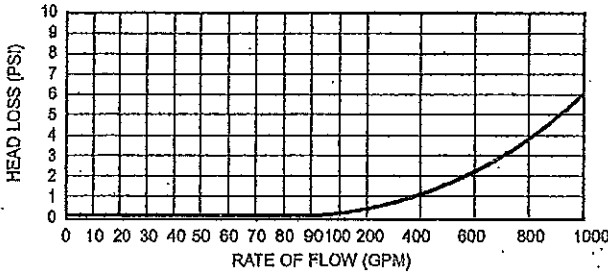
**SPECIFICATIONS**

<b>SERVICE</b>	Measurement of potable cold water with flow in one direction only.
<b>OPERATING RANGE</b>	Continuous Flows: 15 to 1000 gpm (3.4 to 225 m <sup>3</sup> /h) Intermittent Flows: 1250 gpm max. (285 m <sup>3</sup> /h)
<b>ACCURACY</b>	100% ± 1.5% of actual thruput
<b>LOW FLOW</b>	95% at 10 gpm (2.3 m <sup>3</sup> /h)
<b>PRESSURE LOSS</b>	6.3 psi at 1000 gpm (4 bar at 225 m <sup>3</sup> /h)
<b>MAXIMUM OPERATING PRESSURE</b>	150 psi (10.0 bar)
<b>FLANGE</b>	4" U.S. ANSI B 16.1 Class 125. Optional drillings, if specified, British Standard B.S. 10 or metric standard ISO R2084
<b>REGISTER</b>	Hermetically Sealed Direct Reading Register with Low Flow Indicator.
<b>METER REGISTRATION</b>	1,000,000,000 gallons 1,000 gallons/sweep hand revolution 100,000,000 cubic feet 100 cubic feet/sweep hand revolution 1,000,000 m <sup>3</sup> 1 m <sup>3</sup> /h sweep hand revolution
<b>MATERIALS</b>	Maincase—Bronze Measuring Chamber—Thermoplastic Straightening Vanes—Thermoplastic Rotor—Thermoplastic Radial Bearing—Graphite Trim—Stainless Steel Thrust Bearings—Tungsten Carbide Magnets—Ceramic Strainer Screen—Stainless steel Strainer Cover—Bronze Test Plug—2" Tapered Pipe Threads

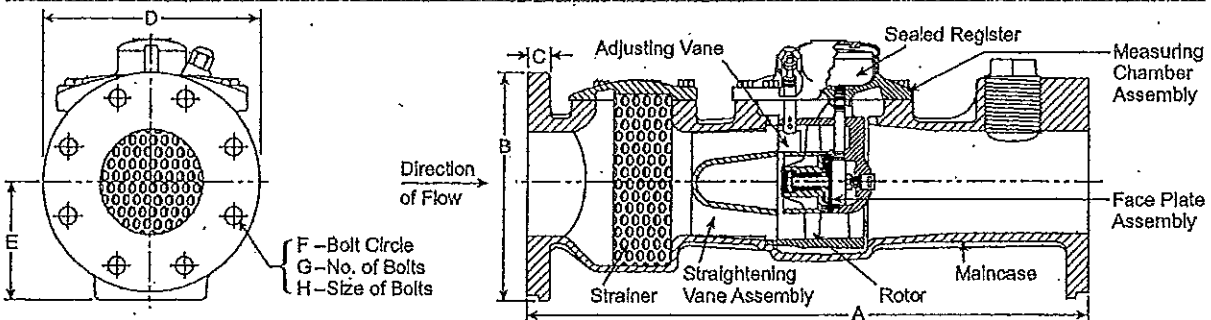
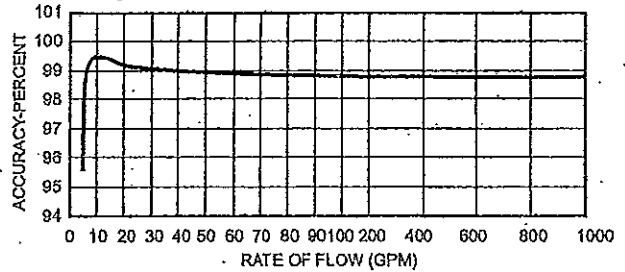
## SERIES "W" TURBO METERS

MODEL W-1000 DRS  
Bronze Magnetic Drive Flanged Ends Size 4" (DN 100mm)

Head Loss Curve



Accuracy Curve



Meter and Pipe Size	Normal Operating Range GPM Minimum Maximum		Connections	Dimensions								Net Weight	Shipping Weight
				A	B	C	D	E	F	G	H		
4" DN 100mm	15 3.4m <sup>3</sup> /h	1000 $\phi$ 225m <sup>3</sup> /h	Flanged	23"	10-7/8"	7/8"	9"	4-3/4"	7-1/2"	8	5/8"	77 lbs.	85 lbs.
				584mm	227mm	22mm	229mm	121mm	191mm	8	16mm	35 kg	39 kg

### Remote Systems—For use with all sizes of Invensys Water Meters

All Invensys AMR systems work with the same absolute encoder Electronic Communications Registers (ECR), enabling the utility to mix and match or easily move from one system to another without changing registers for each.

**The TouchRead® Automated Meter Reading and Billing System**—is a multi-purpose encoder remote system suitable for indoor and/or outdoor use. The ECR Register uses a wired connection between the meter and an outside remote for inside set meters—or a pit/d mounted module, enabling underground meters to be read automatically without opening the meter box or vault. All wired connections and terminals of the TouchRead Pit/Lid (TR/PL) modules and registers are fully sealed at the factory using a special process to ensure protection from water infiltration. The connection terminals of ECR/WP registers are also factory sealed.

Meters equipped for TouchRead System reading can be read with a visual reading device, stand alone AutoGun, and/or reading gun with an AutoRead Hand-Held Device. For more information on TouchRead System equipment refer to bulletins AMR-TR, AMR-401, AMR-403, AMR-312, EXSUMHH, RS-983, TR-984 and TR-995.

**PhonRead® AMR**—is a reliable telephone based call-in system that does not require batteries for operation. It also does not require equipment to be

installed at telephone company facilities. PhonRead Meter Interface Units (MIU) automatically call "in" to the utility office for transferring meter reading data from the meter site to a PC. PhonRead is a transparent AMR system that does not interfere with customers' telephone service. For more information refer to bulletins AMR-PR and AMR-302.

**RadioRead® AMR**—uses superior Direct Sequence Spread Spectrum modulation to provide reliable, safe and virtually interference free radio-based transmission of reading data from underground or inside-set meters that are equipped with Meter Transceiver Units (MXU). A choice of meter reading options is available. A radio frequency hand-held device (RF-HHD) can be used by a meter reader on foot. The RF-HHD can also be used to collect readings from TouchRead equipped meters, or for manual meter reading entries. A more powerful Vehicle Transceiver Unit (VXU) can be used in any car or truck to read meters while on the move. (A dedicated meter reading vehicle is not required.) For more information refer to bulletins AMR-RR, AMR-301 and AMR-303, and AMR-401.

**MultiRead® Port Expanders**—can provide the capability to connect multiple ECR equipped meters to a single PhonRead MIU or RadioRead MXU to save the utility time and money for installations such as apartment complexes and shopping centers. Refer to bulletin AMR-305, AMR-306 and AMR-308.



Invensys Metering Systems  
P.O. Box 487  
450 N. Gallatin Avenue  
Uniontown, PA 15401  
1-800-METER-IT  
1-800-638-3748  
FAX (Direct to Factory)  
Local: (724) 439-7729  
Toll Free: 1-800-888-2403  
Web site: www.ims.invensys.com  
select North American Water  
Email: h2oinfo@ims.invensys.com

AUTHORIZED INVENSYS DISTRIBUTOR

## **Exhibit B2**

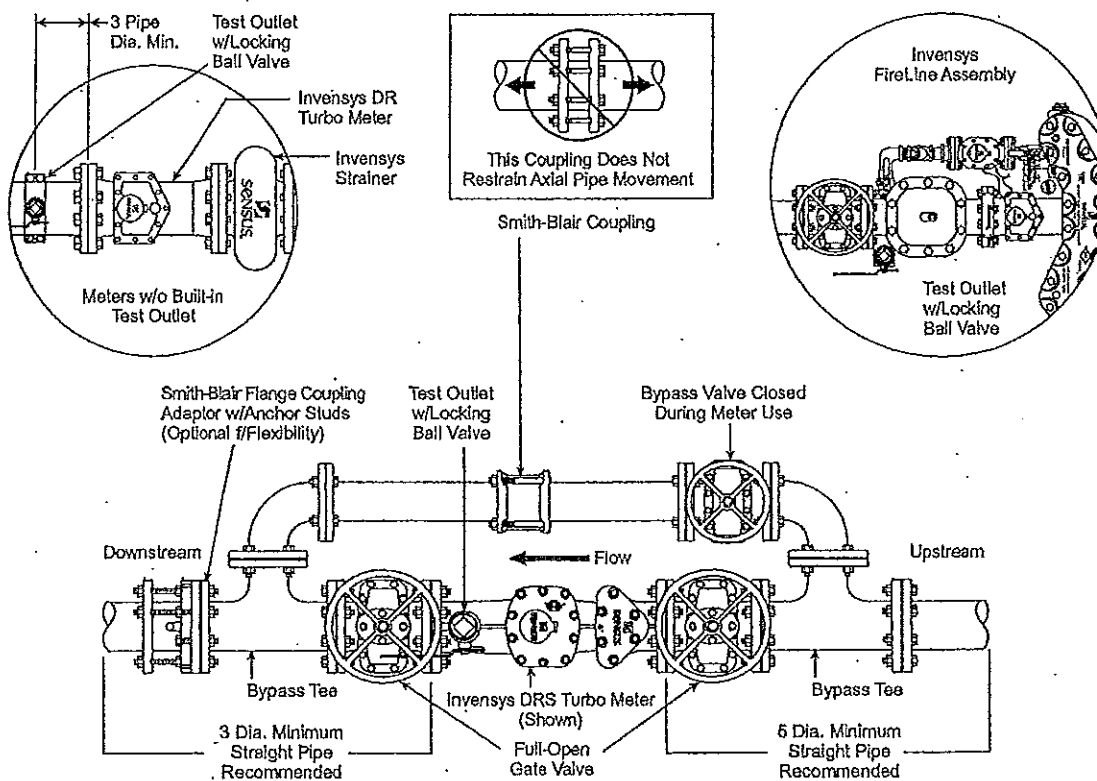


## INSTALLATION RECOMMENDATIONS

### Invensys W-Series Turbo Meters

To insure valid registration and proper performance, the following factors should be considered when installing Invensys Turbo Meters or other velocity style meters.

- When installing Turbo Meters with a strainer, a minimum of five (5) pipe diameters of straight run of pipe or equivalent full open components is required upstream of the meter strainer inlet flange. A minimum of ten (10) pipe diameters of full open components should be used upstream of the meter's inlet flange when installed without a strainer. The deletion of a strainer, however, is not recommended on any meter. Full open flow components may consist of: straight pipe, full open gate valves, bypass tees and concentric reducers (1 nominal reduction only).
- Do not install elbows, bends, nonconcentric reducers, check valves, back flow preventers and/or pressure reducing devices within ten (10) pipe diameters upstream or five (5) pipe diameters downstream of the meter.
- Do not install butterfly valves within five (5) pipe diameters upstream or three (3) pipe diameters downstream of the meter.
- Gate valves located immediately upstream of the meter setting are acceptable, provided they are fully open during meter service and are not used to throttle flow rates through the meter.
- Accuracy levels may be determined by comparison accuracy testing either by using an Invensys Portable Large Meter Tester or by removing the suspect meter and testing it on a calibrated test bench. The Turbo Meter's adjusting vane is factory set and its position is marked for reference. Accuracy level adjustments may be accomplished by changing the adjusting vane setting. A linear accuracy adjustment of  $\pm 3\%$  is typical within the normal operating range of the Turbo Meter.



Invensys Metering Systems  
P.O. Box 487  
450 N. Gallatin Avenue  
Untertown, PA 15401  
1-800-METER-IT  
1-800-638-3748  
FAX (Direct to Factory)  
Local: (724) 439-7729  
Toll Free: 1-800-888-2403  
Web site: [www.ims.invensys.com](http://www.ims.invensys.com)  
select North American Water  
Email: [h2info@ims.invensys.com](mailto:h2info@ims.invensys.com)

AUTHORIZED INVENSYS DISTRIBUTOR

# Exhibit C

COPY

## Resolution No. 387

A Resolution of the Board of Commissioners of  
Public Utility District No. 1 of Whatcom County ("PUD")  
Adopting a Service Area Policy

WHEREAS, the PUD agreed to participate in Whatcom County's development of a Coordinated Water System Plan (CWSP); and

WHEREAS, the CWSP process calls on water purveyors to define their service areas; and

WHEREAS, the official minutes of the PUD Board of Commissioner meetings reflect that a draft service area policy was discussed at the September 27, 1994 meeting; and

WHEREAS, Whatcom County has requested that water purveyors submit updates to their service area policies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Whatcom County that the following represent the PUD's official service area policy:

Service Area Policy

1. General Service Area Claimed by the Public Utility District No. 1 of Whatcom County (PUD):

The PUD is a public water utility authorized under RCW 54 to provide county-wide water service. The PUD's municipal/corporate boundaries are co-extensive with Whatcom County and it provides both direct retail and wholesale water supplies to customers located in the county. The PUD holds water rights for municipal water supply purposes - including residential, commercial, industrial users - in addition to rights for agricultural use. Pursuant to Washington State law, the PUD develops and provides water supply within its service area in accordance with authoritative demand and/or population projections.

The PUD will consider petitions for service or assistance from all areas in Whatcom County which are not presently claimed by cities, water districts, or other purveyors operating within the county. The level of service to be provided to PUD customers requesting service or new supply shall be consistent with relevant capital facility and/or land use plans and policies in existence at the time of service extension.

2. Wholesale Water Service Area

The PUD recognizes and claims as its wholesale water service area all of Whatcom County west of the national forest boundary, excluding the following areas:

Nooksack Tribal Reservation and Trust Lands, the Lummi Tribal Reservation, the City of Bellingham service area, and that portion of Whatcom County west and south of the City of Bellingham.

Jurisdictional, legal and economic factors will be considered when assessing the ability of the PUD to provide water to fee-hold lands on the Lummi Reservation.

The PUD will, within its wholesale water service area, consider petitions and/or requests from other purveyors to supply service from the PUD's existing water rights after review to determine if the proposed service extension is feasible from a financial, engineering, and water availability standpoint. Such wholesale supply may include extensions to existing as well as new systems for the purpose of providing industrial, commercial, and residential/domestic supplies.


3. Retail Service Area

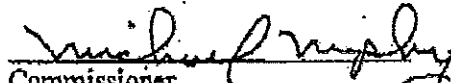
The PUD, through the Coordinated Water System Plan, has accepted responsibility for providing all water service required in the Cherry Point Heavy Industrial Area and the Grandview Light Industrial Area. Service to be provided to the industrial/commercial enterprises within this area may include both raw and potable water supply.

The PUD will endeavor to supply the service needs of its retail service area after review to determine if the project is feasible from a financial, engineering, and water availability standpoint. Subject to the above conditions, expansion of the PUD's retail service area will be accomplished through the petition process. When found practical, appropriate amendments will be made to the Coordinated Water System Plan and the PUD's Comprehensive Water System Plan.

**ADOPTED** by the Board of Commissioners of Public Utility District No. 1 of Whatcom County at a regular meeting thereof held this 9th day of March, 1999.

Public Utility District No. 1 of  
Whatcom County

  
President/Commissioner

  
Commissioner

  
Attest: Secretary/Commissioner

# Exhibit D1

Water Shares that do not have meters on them yet. 5-11-99/1-3-02/3-31-03/6-13-03

NAME	SHARE #	YEAR	CERT	PREVIOUS OWNER	SHARE	PAID	BALANCE
1 PAPPAS, CAROL	1	137 '80	11-20-80	NEW sent ck 11-15-80	\$1,000.00	\$1,000.00	\$0.00
2 JAMPSA, DONALD	1	191 '91	7-24-91	LAROSE, JIM 141 '82	\$1,000.00	\$1,000.00	\$0.00
3 HANSON, GARY	1	148 '83	12-9-83	WATSON, 60 '83	?		\$0.00
4 RHEA, STAN	1	147 '97	10-4-97	RUSH, CAROL '83	?		\$0.00
5 RASMUSSEN, DAVE	2	163/164 '97	12-20-97	RUTQUIST E163/164'86	\$4,000.00	\$4,000.00	\$0.00
6 WOOD, GRANT	1	167 '87	8-26-87	NEW 2nd shr 87	\$1,000.00	\$1,000.00	\$0.00
7 CARLSON, RON	1	222 '93	11-30-93	URQUHART '88	\$500.00	\$300.00	\$200.00
8 POTTLE, HARVEY	1	206 '93	3/4/1993	PRATHER '90	\$3,500.00	\$3,500.00	\$0.00
9 HEFFRING, D.	1	213 '93	6-15-93	NEW Lindquist '93	\$3,500.00	\$3,500.00	\$0.00
10 DEMEYER, DOUG	1	224 '94	3-6-94	NEW prnts from '78	\$950.00	\$950.00	\$0.00
11 ERICKSON, IRENE	1	225 '94	3-19-94	CALLOPY, MARGE '55	\$500.00	\$500.00	\$0.00
12 BENEDICT, MARTHA	1	no#		OPTION TO BUY	\$2,000.00		\$2,000.00
TOTALS					\$17,950.00	\$15,750.00	\$2,200.00

Carroll York sold to Gary Hanson 2003  
Nunn 147 '83  
92 '71 1st share  
170/145/2  
133 '90, 180  
Anderson 126  
BE Perry rents DIED 4-02

Nadine told me that the money for shares was deposited into the checking account and there were only a few places where individual notations were made. She said that there were no other receipt books to look at so I guess the individuals will need to let us know.

## **Exhibit D3**

Original agreement  
July 13, 1992

Amendment #1  
AMENDMENT TO  
INTERLOCAL AGREEMENT FOR FERNDALE'S  
REIMBURSEMENT TO PUD NO. 1 FOR  
COSTS ON SMITH ROAD EXTENSION PROJECT.

THIS AMENDMENT made and entered into this 8th day of December, 1992, by and between the CITY OF FERNDALE (Ferndale) and PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY (PUD).

RECITAL:

On July 13, 1992 Ferndale and PUD entered into an agreement wherein Ferndale agreed to reimburse PUD for its contribution toward the Smith Road Natar Line Extension Project. Since said agreement was signed the method for determining the reimbursement amount has been changed and the parties therefore desire to amend said agreement so that the change is incorporated therein.

NOW, THEREFORE, the PUD and Ferndale agree as follows:

1. Section 1. (a) of the Interlocal Agreement for Ferndale's Reimbursement to PUD No. 1 for Costs on Smith Road Extension Project dated July 13, 1992 is hereby amended to read as follows:

(a) Ferndale shall reimburse the PUD an amount in lieu of acreage charges for each single family residential equivalent connection on property which has not already been assessed an institutional or industrial acreage charge to help fund the project. The amount to be reimbursed for each single family residential equivalent connection shall be \$1,800 for parcels having frontage on the line and \$600 for all other parcels designated by Ferndale to benefit from the project, plus the interest that has accrued on said amount at the rate charged to Ferndale for the PUD Contribution. Properties subject to the respective charges are identified on the attached Exhibit "A". Ferndale shall be authorized to collect the respective amounts listed herein for each parcel from property owners desiring to have water service for such property from the project water line in addition to its normal charges for connection and service.

Said reimbursement shall be made to PUD until the declining balance of the PUD Contribution and interest thereon is reimbursed to the PUD, provided that in any event the total principal balance of PUD Contribution and interest shall be paid in full on or before fifteen (15) years after the date of completion and acceptance of the project. Ferndale shall pay each connection reimbursement within thirty (30) days of its receipt thereof. The parties anticipate a PUD Contribution amount equal to roughly \$176,000 if the LUD and per acreage assessments are received as planned. If this amount is substantially greater for any reason, this payback provision, as set forth hereinabove, shall be subject to reconsideration at Ferndale's request.

2. The terms and conditions of this amendment shall be retroactive to July 13, 1992, the date of the original agreement referred to herein.

3. All other terms and conditions of the original agreement remain in full force and affect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Public Utility District No.1  
of Whatcom County

By Robert E. Chryl  
President

ATTEST:

Henry J. ...  
Secretary

City of Ferndale

By Maddyn Washburn  
Mayor

ATTEST:

R.D. ...  
City Clerk

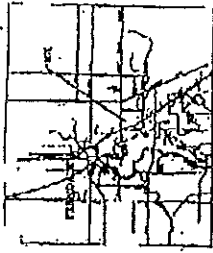
**CITY OF FERNDALE - WEST SMITH ROAD EXTENSION**

MONTH	# DAYS	INTEREST EARNED	DATE PERIOD	TOTAL	PRINCIPAL	INTEREST
<u>SUBTOTAL 12/31/2003</u>		4,157.35		80,911.46	72,300.62	8,610.84

INTEREST	01/01/04	12/31/04					
JAN	31	353.09	01/01/04	01/31/04	81,264.55	72,300.62	8,963.93
FEB	29	330.30	02/01/04	02/28/04	81,594.85	72,300.62	9,294.23
MAR	31	353.09	03/01/04	03/31/04	81,947.94	72,300.62	9,647.32
APR	30	341.70	04/01/04	04/30/04	82,280.64	72,300.62	9,989.02
MAY	31	353.09	05/01/04	05/31/04	82,642.73	72,300.62	10,342.11
JUN	30	341.70	06/01/04	06/30/04	82,984.43	72,300.62	10,683.81
JUL	31	353.09	07/01/04	07/31/04	83,337.52	72,300.62	11,036.90
AUG	31	353.09	08/01/04	08/31/04	83,690.61	72,300.62	11,389.99
SPT	30	341.70	09/01/04	09/30/04	84,032.31	72,300.62	11,731.69
OCT	31	353.09	10/01/04	10/31/04	84,385.40	72,300.62	12,084.78
NOV	30	341.70	11/01/04	11/30/04	84,727.10	72,300.62	12,426.48
DEC	31	353.08	12/01/04	12/31/04	85,080.19	72,300.62	12,779.57
<u>SUBTOTAL 12/31/2004</u>		4,166.73			85,080.19	72,300.62	12,779.57

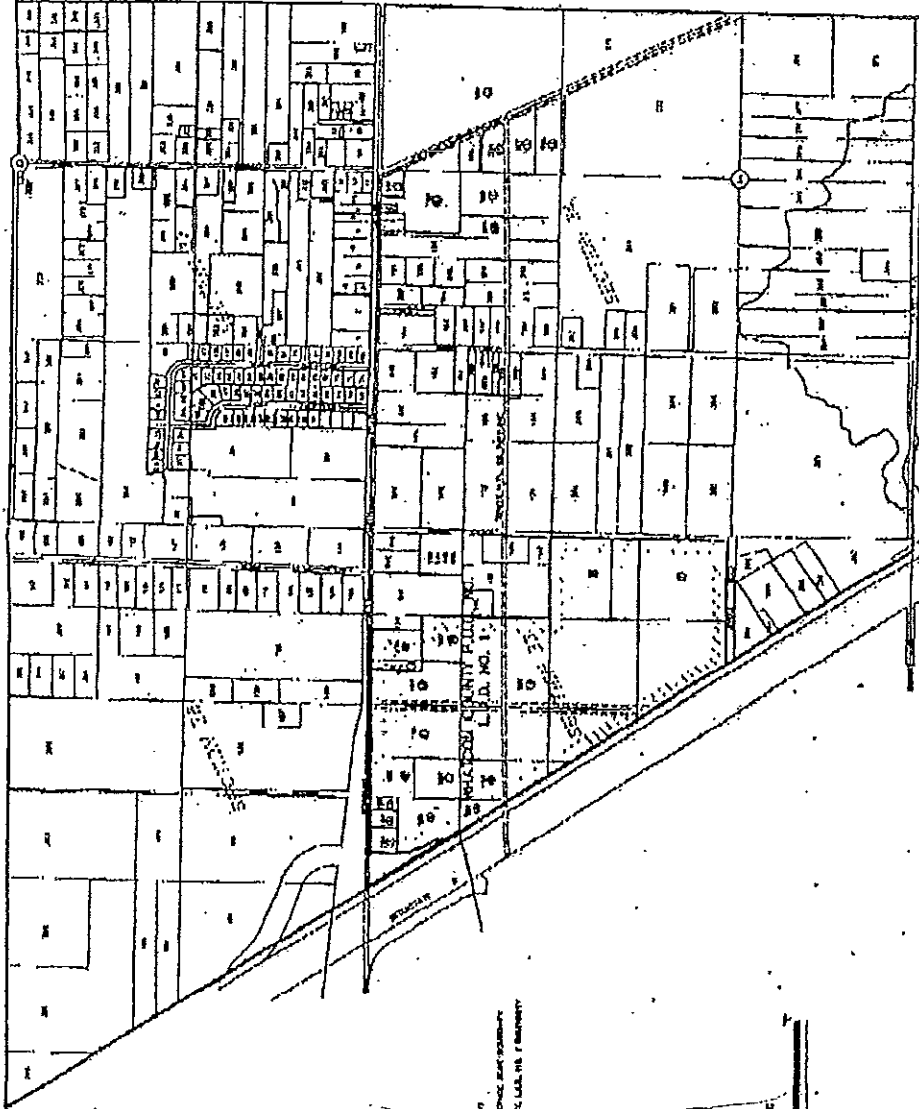
Exhibit A'

SEC. 27, 28, 33, & 34, TWP. 30 N., RGE. 2E., W.4.

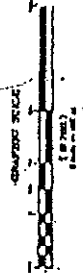


INSET MAP

NOTES:  
 1. This map was prepared from the original records of the Public Utility District No. 1 of Whatcom County, Washington, and is a true and correct copy of the same.  
 2. The Public Utility District No. 1 of Whatcom County, Washington, is the owner of the land shown on this map.  
 3. The Public Utility District No. 1 of Whatcom County, Washington, is the owner of the land shown on this map.  
 4. The Public Utility District No. 1 of Whatcom County, Washington, is the owner of the land shown on this map.  
 5. The Public Utility District No. 1 of Whatcom County, Washington, is the owner of the land shown on this map.  
 6. The Public Utility District No. 1 of Whatcom County, Washington, is the owner of the land shown on this map.  
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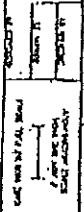


- LEGEND
- ███ WATER MAINS
  - ███ SEWER MAINS
  - ███ TRANSMISSION MAIN SERVICE ZONE
  - ███ SMITH ROAD
  - ███ PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
  - ███ L.S.D. NO. 1
  - ███ SECTION 27, 28, 33, & 34, TWP. 30 N., RGE. 2E., W.4.



DATE	BY	SCALE

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY  
 SMITH ROAD WATER EXTENSION  
 TRANSMISSION MAIN SERVICE ZONE

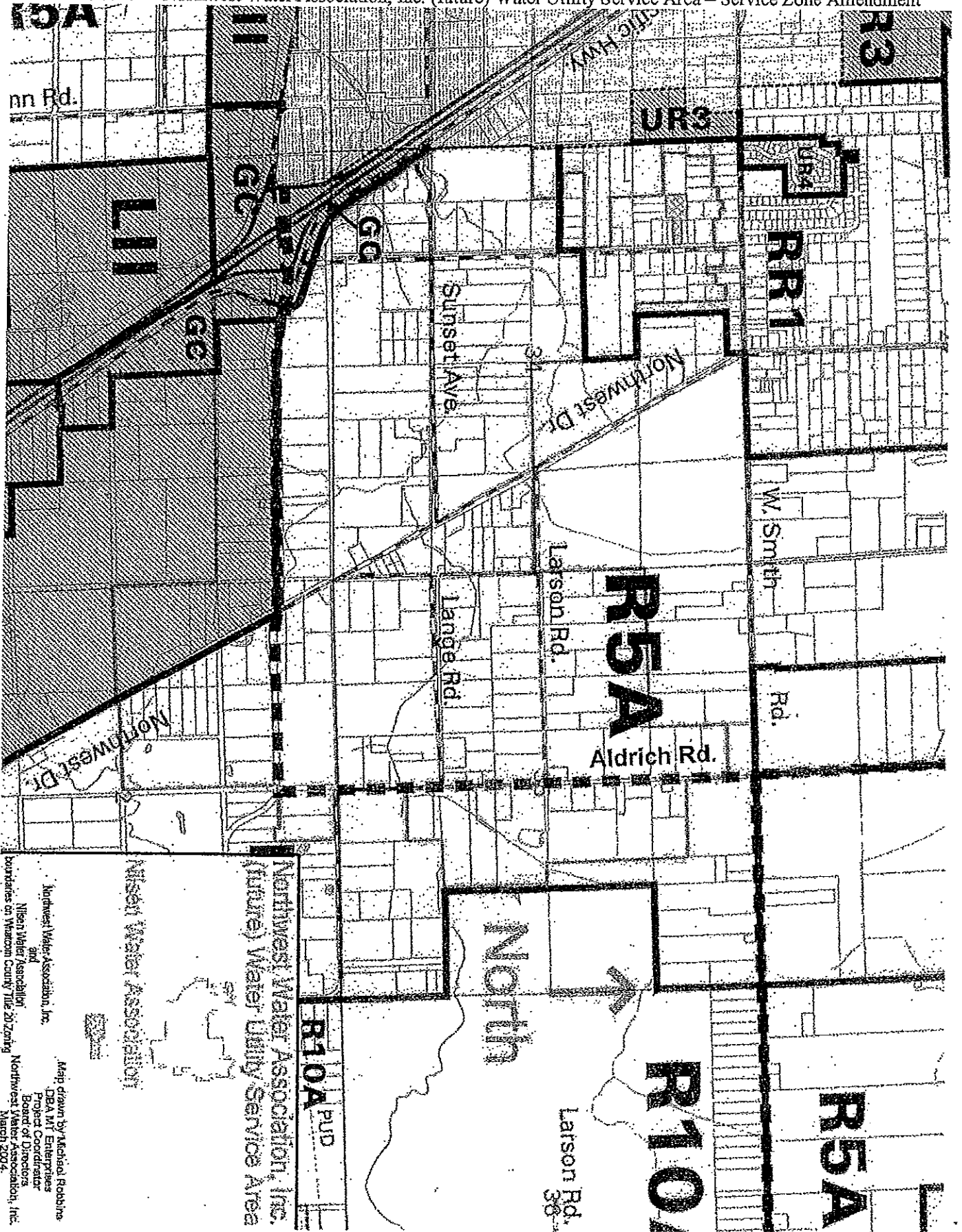


**WEDEN ENGINEERING, INC.**  
 115 GRAND AVENUE, SUITE 101  
 BELLINGHAM, WA 98225 471-8205




# **Exhibit D4**

"Exhibit D4" - Northwest Water Association, Inc. (future) Water Utility Service Area - Service Zone Amendment



Northwest Water Association, Inc.  
 (future) Water Utility Service Area

Map drawn by Michiel Robbina  
 DBA MT Enterprises  
 Project Coordinator  
 Board of Directors  
 Northwest Water Association, Inc.  
 March 2004

Northwest Water Association  
 and  
 Nilsen Water Association

R10A PUD

North

Larson Rd. 30'

Aldrich Rd.

Larson Rd.

W. Smith Rd.

Sunset Ave

Northwest Dr.

URS

GC

RR1

R3

R5A

R10

R5A

R10A

## WATER CONNECTION AGREEMENT

THIS AGREEMENT is entered into this 3rd day of DECEMBER, 1986, by and between the CITY OF FERNDALE, a Washington municipal corporation, hereinafter referred to as "City", and the NORTH STAR WATER ASSOCIATION, a Washington nonprofit corporation, hereinafter referred to as "Association".

IN CONSIDERATION of the mutual benefits derived from this agreement, the parties hereto agree as follows:

1. Water Connection. The City and the Association hereby agree that the Association may at its own expense connect its main water distribution line to a City main water distribution line at an agreed convenient location in order to provide the Association with an alternate source or supply of water for occasional and temporary use during emergencies when the Association could not otherwise provide water to its customers due to equipment or well failures.
2. Water Meter and Equipment. The Association agrees to install, maintain, repair and replace at its expense a water meter, back flow prevention device and other equipment required by the City to effectuate and continue the agreed connection in a manner that will allow the City to conveniently read the meter and that will allow the alternate source or supply of water to be provided without causing any damage to water lines or facilities of the City, the Association or their respective customers.
3. Water Supply. The City agrees to supply water to the Association only during emergency situations when the Association shall request the same through its designated agent and only for the period of time necessary to promptly restore the Association's normal service to its customers. The name(s) of the Association's designated agent(s) for this purpose shall be provided to the City in writing.
4. Water Rates. It is mutually agreed that the Association will pay the City promptly upon billing for any water supplied by the City to the Association in accordance with this agreement at the industrial rate for similar service to others specified in City Ordinance 756 or in any amendments thereto, including without limitation the twenty-five percent (25%) surcharge set forth in said ordinance for service outside the City limits.
5. Liability. The City warrants that the water in its main water distribution lines is and will be safe for human consumption, but otherwise actual or other liability to the Association or its customers in connection with the use of this alternate source or supply of water. The Association shall release, indemnify and hold the City harmless from any damage or loss of any person in any manner arising out of this water connection or a failure of the City to maintain safe water in its main distribution lines.
6. Termination. This agreement shall terminate if the Association exceeds eighty (80) connections or exceeds one hundred (100) gallons per month, at which point the Association shall terminate its transmission lines to City. This agreement shall terminate if the City, as a condition of continuing service, shall otherwise be terminate

either party without the necessity of cause or any particular stated reason by giving the other party at least eighteen (18) months advance written notice of termination by certified or registered mail. This agreement may also be terminated for cause in event of a breach of this agreement by giving the breaching party at least thirty (30) days advance written notice of termination and the reason therefor by certified or registered mail. In event of termination of this agreement, the Association's line shall be immediately disconnected from the City's line at the Association's expense.

THIS AGREEMENT is dated this 3rd day of DECEMBER, 1986.

NORTH STAR WATER ASSOCIATION

BY David E. Bowser  
DAVID E. BOWSER President

BY Robert L. Davis  
ROBERT L. DAVIS Secretary

CITY OF FERNDALE

BY Ronald S. Peterson  
Ronald S. Peterson, City Manager

ATTEST:

Roland D. Signett  
Roland D. Signett  
Clerk/Treasurer