

APPENDIX A

*KENNEWICK AND RICHLAND WSA
AGREEMENT*

WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 1977, by and between the CITY OF RICHLAND, a Washington municipal corporation, hereinafter referred to as "RICHLAND", and the CITY OF KENNEWICK, A Washington municipal corporation, hereinafter referred to as "KENNEWICK",

W I T N E S S E T H:

WHEREAS, there has been in effect between the parties hereto an Agreement entered into on the 31st day of January, 1967, apportioning certain areas wherein the City of Richland has exclusive right to furnish domestic water and sewer services, and the City of Kennewick likewise having exclusive right to furnish domestic water and sewer services, and further defining the area within which the Richland service boundaries, wherein Richland has the option to purchase certain quantities of water from the City of Kennewick, and

WHEREAS, the purpose of said Agreement was to provide for the orderly and economical furnishing of domestic water and sewer services to areas beyond the city limits of the cities of Kennewick and Richland, and

WHEREAS, these areas have subsequently annexed to the cities of Kennewick and Richland, and the boundary line between the said cities having been determined, and

WHEREAS, to provide for the continued supply of domestic water and sewer services to said area within the capability of the City of

UNION PACIFIC RR. R/W

16" WATER LINE IS 6' NORTH OF SEC. LINE

ELECTRICAL & MECHANICAL VAULTS ARE LOCATED 25' 60' WEST OF

SECTION LINE

16" WATER LINE IS 28' SOUTH OF SEC. LINE

CITY OF RICHLAND JURISDICTIONAL BOUNDARY

CITY OF KENN.

RANGE 29 T9N

RANGE 28 T9N

EXHIBIT A

1. PLAN OF WATER LINE
2. VAULT LOCATION
3. CITY LIMIT

CITY OF KENNEWICK
ENGINEERING DEPARTMENT

DATE 2-25-75
DWN FRY
REV
CHK
SCALE NONE

DWG. NO.
KENNEWICK TO
RICHLAND WATER
LINE INTERTIE
AGREEMENT

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A G R E E M E N T

THIS AGREEMENT made and entered into this 31ST day of JANUARY, 1967, by and between the CITY OF RICHLAND, hereinafter called "Richland", and the CITY OF KENNEWICK, hereinafter called "Kennewick", both municipal corporations of the State of Washington.

WHEREAS, Richland and Kennewick intend to expand their sewer and water systems respectively in order to be able to furnish these services to a greater area, and

WHEREAS, there is an area of land lying between the two parties which might be served by the cities with these utilities, and

WHEREAS, in order to make it economically sound to expend funds to expand these utilities, it is expedient that the parties enter into an agreement guaranteeing that each will have the exclusive right to furnish these services in certain areas and to further outline the terms of certain other incidental points of agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Kennewick shall have the exclusive right to furnish domestic water services and sewer services to the following described area located in Benton County, Washington:

All portions of Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, in Township 9 North, Range 29 East, W.M., lying south of the Columbia Irrigation District canal right-of-way, and all that portion of Township 9 North, Range 29 East, W.M., presently included in Columbia Park maintained by Benton County, Washington; and all of Township 8 North, Range 29 East, W. M., EXCEPT any portion of above described lands included within the present boundaries of the City of Richland, a municipal corporation.

2. Richland shall have the exclusive right to furnish domestic water services and sewer services to the following described area located in Benton County, Washington:

Those portions of Sections 23 and 24, Township 9 North, Range 28 East, W.M., lying south of Yakima River and Sections 25 and 36, Township 9 North, Range 28 East, W.M. Also any portion of Township 9 North, Range 29 East, W.M., Benton County, Washington, not included in Paragraph 1 above.

1 Any portion of the above described areas included within the
2 boundaries of the present city limits of the City of Richland or
3 the City of Kennewick is excluded from this Agreement, since the parties hereto agree that
4 Richland and Kennewick shall continue to have exclusive right to
5 furnish both domestic water services and sewer services within
6 those areas now included within the respective boundaries of each
7 city.

8 3. It is acknowledged that most of the above areas are
9 presently outside the city limits of the two parties. If any of
10 the areas involved are annexed by either of the parties hereto,
11 this will not affect the exclusive rights granted by this agree-
12 ment in the event of such annexation, it shall continue to be the
13 responsibility of the serving city, at its own expense, to con-
14 struct trunk water or sewer extensions within the annexed area in
15 accordance with normal policy of the serving utility. Distribution
16 or lateral system extensions within the annexed area would not be
17 the responsibility of the serving city but would be constructed by
18 means of a Local Improvement District or by the city to which the
19 area is annexed at such city's own expense. In the event of annexa-
20 tion, the annexing city agrees to grant to the other city whatever
21 easements are necessary for the construction of such trunk systems.

22 4. Richland will have the option to purchase from Kennewick
23 at commercial rates a domestic water supply sufficient to serve
24 the following described area located in Benton County, Washington.

25 Those portions of Sections 23 and 24, Township 9 North,
26 Range 28 East, W.M., lying south of Yakima River and
27 Sections 25 and 36, Township 9 North, Range 28 East, W.M.,
Also any portion of Township 9 North, Range 29 East, W.M.,
Benton County, Washington, not included in Paragraphs above.

28 It will be the responsibility of Richland to construct a trunk and
29 distribution system to serve this area. Kennewick shall deliver
30 such water at the south line of the Columbia Irrigation District
31 canal right-of-way on Colorado Street and shall furnish adequate
32 metering service within eight months after Richland gives written

1 notice of estimated amounts to be required. Kennewick will provide
2 an adequate fire flow by-pass to said meter connection.

3 5. If an area is annexed to the non-serving city, the serving
4 city has the right to provide services to that area under the terms
5 of this agreement, and will charge customers receiving these ser-
6 vices at the same rate which would be charged if that area were
7 within the city limits of the serving city.

8 6. It is recognized that in the event of annexation one of
9 the parties may have to grant a franchise to the other party and
10 both parties agree to grant whatever franchise may be necessary
11 to carry out the terms of this agreement.

12 7. If either of the parties annex an area covered by the
13 terms of this agreement and the other city which has the exclusive
14 right to furnish a service to that area fails within six months of
15 annexation to make a commitment to serve said area and also fails
16 to make preparations to accomplish said service and within two
17 years has not substantially completed the furnishing of trunk
18 service, then this agreement shall not apply to that given area.
19 Further, both parties agree that when they furnish services to a
20 given area said services must be of an over-all quality which is
21 substantially equal to the services furnished within the serving
22 city's limits or this agreement will not apply to that area.

23 8. This agreement shall remain in effect until January 1, 1990
24 and shall thereafter be automatically extended for five year periods
25 unless either party gives a written notice of its intention to can-
26 cel the agreement at least six months prior to any termination
27 date.

28 9. All claims, demands, disputes, differences, controversies
29 and misunderstandings that may arise between the parties shall be
30 submitted to and be determined and settled by arbitration. In the
31 event a matter evolves which requires arbitration both parties
32 shall select one arbitrator each and the two arbitrators so selected

1 shall appoint a third arbitrator. The three arbitrators shall
2 meet and shall give the opportunity to each party to present his
3 case and witnesses, if any, in the presence of the other and shall
4 then make their award; and the award of the majority of the arbi-
5 trators shall be binding upon the parties hereto and judgment may
6 be entered thereon in any Court having jurisdiction. Such award
7 shall include the fixing of the expense of the arbitration and
8 assessment of same against either or both parties. The parties
9 expressly acknowledge that due to the long duration of this agree-
10 ment it is conceivable that a change of circumstances may occur so
11 that if the agreement were literally followed it might cause undue
12 hardship on one or the other of the parties. Should either of the
13 parties think that this situation exists it shall have the right
14 to seek relief by placing the matter into arbitration.

15 CITY OF KENNEWICK

CITY OF RICHLAND

16
17 By *R. Allmeyer*
18 Manager

By *Murray W. Sullivan*
Manager

19 Attest:

Attest:

20
21 *Helen L. Carpenter*
City Clerk

Carl W. Kuegel
City Clerk