

AGREEMENT TO SUPPLY WATER

(Sumas to NVRWA & Nooksack)

THIS AGREEMENT is made and entered into this 5th day of June 2002, by and between the CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter referred to as "Sumas" or "Grantor"), and the NOOKSACK VALLEY RURAL WATER ASSOCIATION (hereinafter referred to as "NVRWA"), and the CITY OF NOOKSACK, a municipal corporation of the State of Washington (hereinafter referred to as "Nooksack"). Nooksack and NVRWA are collectively referred to as "Grantees".

I. PURPOSE

1.1 The purpose of this Agreement is to set forth a contract whereby Sumas agrees to supply water to NVRWA and Nooksack. In addition, both Nooksack and NVRWA require this written water supply agreement in order to obtain approval from the State of Washington for additional connections based on their recently completed water reservoir project and this Agreement is intended to provide that requirement to the extent set forth herein.

1.2 Sumas agrees to supply water to the Grantees at NVRWA's existing water main located at the corner of Garrison and Halverstick Roads. NVRWA will, in turn, deliver water to Nooksack pursuant to an agreement between Nooksack and NVRWA. All water supplied by Sumas will be untreated water pumped directly from the Sumas City Well Field to a master meter located at the corner of Garrison and Halverstick Roads. This master meter will be owned and maintained by Sumas and will serve as the basis for determining monthly volumes delivered to the NVRWA system. The master meter and all water system related equipment lying north of said master meter will be owned and maintained by Sumas. Sumas shall have no maintenance responsibility for any water mains or equipment associated therewith owned by NVRWA and/or Nooksack.

1.2.1 The water supplied under this Agreement shall be of the same standard and quality of untreated water as pumped from the Grantor's well fields. Except for water

contamination resulting from the Grantor's negligence or willful acts, the Grantees accept the water supplied under this Agreement "as is".

1.2.2 Release by Grantees of Sumas. Grantees hereby release, indemnify and hold harmless Sumas, its successors, officers, employees, agents and representatives (each a "Sumas Beneficiary") from any and all claims, losses, injuries, harm, liabilities, damages, costs and expenses incurred by the Grantees in connection with this Agreement; provided, however, that the Grantees do not release any Sumas Beneficiary to the extent that any such claim, loss, injury, harm, liability, damage, cost or expense arises or results from or is caused by a willful act or negligence of a Sumas Beneficiary.

1.2.3 Release by Sumas of Grantees. Sumas hereby releases, indemnifies and holds harmless the Grantees, their successors, officers, employees, agents and representatives (each a "Grantee Beneficiary") from any and all claims, losses, injuries, harm, liabilities, damages, costs and expenses incurred by Sumas in connection with this Agreement; provided, however, that Sumas does not release any Grantee Beneficiary to the extent that any such claim, loss, injury, harm, liability, damage cost or expense arises or results from or is caused by a willful act or negligence of a Grantee Beneficiary.

1.3 Sumas agrees to supply Nooksack a maximum annual volume of water equal to 199 acre feet. Sumas agrees to supply NVRWA a maximum annual volume of water equal to 494 acre feet. The maximum annual volumes stated above are based upon demand forecasts published in the September 11, 2000 revision of the *City of Sumas Water System Comprehensive Plan*. Sumas agrees to supply a maximum instantaneous flow of 500 gallons per minute at the point of delivery to the NVRWA system at Garrison Corner. NVRWA and Nooksack agree to purchase their water solely from Sumas, so long as the needs of each Grantee are less than or equal to the maximum annual volumes stated above. In the event that the needs of a Grantee exceed the applicable volume limit, the Grantee agrees to purchase from an alternate supplier only that portion of water that is in excess of the maximum annual volume stated above.

1.4 Limitations Upon Use and Resale of Water. Nooksack and NVRWA acknowledge that the water rights associated with Sumas's source of supply contain limitations upon place of use of the water. Accordingly, NVRWA and Nooksack agree that water supplied by Sumas shall be distributed only within the geographic place of use as set forth in Sumas' water rights and shall be consumed only by their respective retail customers; PROVIDED that delivery of water to the City of Everson shall be permissible pursuant to the original terms of the *Agreement for Reciprocal Emergency Water Supply* executed by the cities of Nooksack and Everson in April, 1995 (the "Everson Emergency Supply Agreement"). NVRWA and Nooksack further agree that the water supplied to each by Sumas shall not be resold or transferred to one another or to any third party public water system; PROVIDED that sale of water to the City of Everson pursuant to the Everson Emergency Supply Agreement shall be permissible. In the event that Grantees, or any one of them, breach or otherwise violate any of the provisions of this section, in addition to any other remedy, Sumas, at its election, may reduce the volumetric commitment established in paragraph 1.3 by an amount equal to any water resold, transferred, or otherwise used in violation of the terms of this section as well as charge and recover from Nooksack and NVRWA monetary compensation for such water at the same rate referenced in paragraph 3.1 established for water delivered in excess of the maximum annual volume.

1.5 Modification of Volumes.

1.5.1 Anticipated Reduction in Supply. Sumas reserves the right from time to time to reduce or eliminate the current volumetric commitment of water upon at least a five (5) year advance written notice to NVRWA and Nooksack, except that no such reduction of water supply under this Agreement shall occur before the expiration of the initial twenty (20) year term established in paragraph 2.1 below. On the other hand, the Grantees reserve the right to reduce or eliminate their current volumetric commitment of water upon at least a five (5) year advance written notice to Sumas, except that no such reduction of water supply shall occur before the expiration of the initial twenty (20) year term established in paragraph 2.1 below.

1.5.2 Unanticipated Reduction in Supply (Force Majeure). In the event that Sumas becomes unable to provide the then agreed upon volumes of water by anything beyond the

reasonable control of Sumas, then the volumetric commitment established in paragraph 1.3 can be reduced or eliminated accordingly. These events can include, but are not limited to, Acts of God; contamination of wells; changes in state and/or federal regulations, reduction in supply and changes in the productivity of the aquifer. Sumas will endeavor to provide reasonable and timely written notice to NVRWA and Nooksack of the reduction, and the amount of reduction will be no greater than is necessary under the circumstances. The reduction under this paragraph is separate and distinct from the reduction contemplated in paragraph 1.5.1 above.

1.5.3 Remedy if Allocated Volume Is Exceeded. In the event that the combined consumption of both Grantees exceeds the combined allocations of the Grantees, Sumas shall have the remedy of physically reducing the volume of water delivered to Grantees at the master meter, in addition to other remedies established within this Agreement and remedies otherwise provided by law.

II. TERM

2.1 The initial term of this Agreement shall be twenty (20) years commencing on the 5th day of June 2002. Thereafter, this Agreement and any amendment thereto shall be automatically renewed in successive five (5) year increments unless written notice is delivered by one or more parties pursuant to paragraph 1.5.1.

III. COMPENSATION

3.1 The parties to this Agreement have agreed that monetary compensation to be paid to Sumas for the delivery of water (i.e., water rates) shall be consistent with the current Sumas water-rate ordinance in effect at the time of delivery. This current rate may be changed from time to time in accordance with changes in Sumas' wholesale water rate; however, the rate to be paid by the Grantees shall not be higher than the standard wholesale rate paid by other wholesale customers, such as the Sumas Rural Water Association. Notwithstanding the foregoing, the parties agree that Sumas, via its water-rate ordinance, may establish a higher water rate for that portion of water delivered to the Grantees in excess of the maximum annual volume of water agreed to in paragraph 1.3. The higher water rate is intended to serve as an effective disincentive

to consumption in excess of established allocations. The parties agree that this rate shall be no more than five (5) times the wholesale water rate.

IV. BILLING PROCEDURES

4.1 It is understood that all water delivered to the Grantees will pass through a single master meter and that Sumas therefore has no means, nor responsibility, for determining the volume consumed individually by either NVRWA or Nooksack. Therefore, the parties adopt the following billing procedures:

Each party shall read their respective master meters on the last working day of each month. Sumas shall immediately thereafter fax to NVRWA a statement showing the volume of water delivered to the Grantees for the preceding month. Within two (2) working days thereafter, NVRWA shall fax back to Sumas an allocation of the delivered water between NVRWA and Nooksack. Thereafter, the City of Sumas shall bill NVRWA and Nooksack in accordance with that allocation. Each bill shall include an itemization of any volume delivered in excess of the maximum annual allocation established in paragraph 1.3. If NVRWA fails to give Sumas by return fax the allocation, Sumas may, at its option, bill and hold both NVRWA and Nooksack jointly and severally liable for the account.

The parties agree to cooperate one with each other in following these procedures for billing.

V. GENERAL CONDITIONS

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and all parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

5.2 **Severability.** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not effect the balance of this Agreement, which shall remain in full force and effect.

5.3 **Amendments.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.

5.4 **Notices.** Any notices required to be given by any party shall be in writing and delivered to the parties at the following addresses, by certified mail, return receipt requested:

CITY OF SUMAS
P.O. Box 9
Sumas, WA 98295

CITY OF NOOKSACK
P.O. Box 4265
Nooksack, WA 98276

NVRWA
P.O. Box 558
Everson, WA 98247

5.5 **Interpretation and Fair Construction of Authority.** This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any party.

5.6 **Governmental Authority.** This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the parties or either of them.

5.7 **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency or partnership among the parties, nor to impose any partnership obligations or liabilities on any of the parties. Furthermore, no party shall have the right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party(s).

5.8 **Non-Waiver.** The failure of any of the parties to insist upon or enforce strict performance by the other party(s) of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

5.9 **No Specified Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the parties, their respective successors, assigns and legal representatives, and the third-party beneficiaries, if any, specifically identified in this Agreement.

5.10 **Implementation.** Each party shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party(s) for the implementation or continuing performance of this Agreement.

5.11 **Termination for Breach by Grantees.** In the event that Grantees, or any of them, breach or are otherwise in violation of any of the terms of this Agreement, Sumas may give notice of non-compliance to the Grantees. If Grantees do not remedy the matters described in the notice of non-compliance within thirty (30) days of receipt of it, Sumas may give notice to Grantees terminating this Agreement effective thirty (30) days following the giving of that notice. The remedies provided in this section are in addition to any other remedies provided for in this Agreement or otherwise allowed by law.

5.12 **Arbitration/Dispute Resolution.**

5.12.1 In addition to any other remedies authorized in this Agreement, any claims or disputes arising under this Agreement that cannot be settled amicably by the parties, including any dispute concerning the occurrence of an event of default or breach, shall be submitted to arbitration at the request of any of the parties by notice to the others. The parties shall agree to the procedures and format by which the arbitration shall be conducted and, in the event they

cannot so agree, the arbitration shall be conducted in accordance with the requirements of Chapter 7.04 RCW, Sumas to appoint one arbitrator, the Grantees to appoint one arbitrator and those two arbitrators to appoint a third arbitrator. All arbitrators shall be persons who by their experience and profession are familiar with the subject matter and issues to be arbitrated. Any and all arbitration proceedings, including any hearings, shall be conducted in Whatcom County, Washington.

5.12.2 The parties expressly agree that the arbitrators shall have authority to grant equitable remedies, including a decree requiring specific performance of any of the provisions of this Agreement. Judgment upon the award rendered by the majority of the arbitrators may be entered in any court having jurisdiction thereof, subject, however, to the provisions of Chapter 7.04 RCW.

5.12.3 In any arbitration proceeding, all rights to discovery afforded under the then applicable Civil Rules for the Superior Court of the State of Washington shall be applicable, all of which shall be fully enforceable by the arbitrator or arbitrators or, if they fail to effect such enforcement, by any court of the State of Washington.

5.12.4 In the event of an arbitration by or between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees.

5.13 **Governing Law; Venue.** The parties agree that this Agreement shall be governed by the laws of the State of Washington and that the venue of any action brought by either of the parties regarding this Agreement shall be in the Superior Court of the State of Washington in and for Whatcom County.

5.14 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This

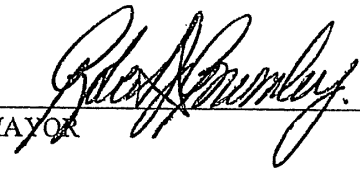
Agreement shall be fully executed at such time as all of the parties have signed at least one counterpart, regardless of whether each counterpart is signed by all of the parties.

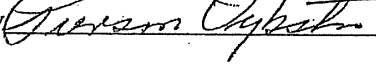
5.15 Termination of Prior Agreements. This Agreement amends and supersedes in total all prior written or oral water agreements between Sumas and either one or both of the Grantees.

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

CITY OF SUMAS

NOOKSACK VALLEY WATER ASSOCIATION

By 
MAYOR

By  per.

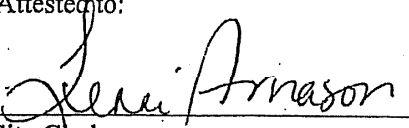
Attested to:


City Clerk

CITY OF NOOKSACK

By 
MAYOR

Attested to:


City Clerk

ORIGINAL

AMENDMENT TO AGREEMENT TO SUPPLY WATER

(Sumas to NVRWA & Nooksack)

REVISED
8-22-2009

THIS AMENDMENT TO AGREEMENT TO SUPPLY WATER (the "Amendment") is made and entered into this 28 day of April 2009, by and between the CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter referred to as "Sumas" or "Grantor"), and the NOOKSACK VALLEY RURAL WATER ASSOCIATION (hereinafter referred to as "NVRWA"), and the CITY OF NOOKSACK, a municipal corporation of the State of Washington (hereinafter referred to as "Nooksack"). Nooksack and NVRWA are collectively referred to as "Grantees".

RECITALS

WHEREAS, Sumas and Grantees entered into an Agreement to Supply Water dated the 5th day of June, 2002 (the "Agreement"); and

WHEREAS, Grantees have requested an increase in both the maximum annual volume of water purchased and the maximum instantaneous flow provided under the Agreement; and

WHEREAS, Sumas is willing to provide an increase in the maximum annual volume and instantaneous flow; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read in its entirety as follows:
 - 1.3 Sumas agrees to supply Nooksack a maximum annual volume of water equal to 199 acre feet. Sumas agrees to supply NVRWA a maximum annual volume of water equal to 569.6 acre feet. The maximum annual volumes stated above are based upon demand forecasts published in the September 11, 2000 revision of the *City of Sumas Water System Comprehensive Plan*. Sumas agrees to supply a maximum instantaneous flow of 904.2 gallons per minute at the point of delivery to the NVRWA system at Garrison Corner. NVRWA and Nooksack agree to

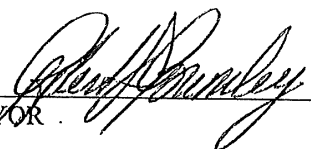
purchase their water solely from Sumas, so long as the needs of each Grantee are less than or equal to the maximum annual volumes stated above. In the event that the needs of a Grantee exceed the applicable volume limit, the Grantee agrees to purchase from an alternate supplier only that portion of water that is in excess of the maximum annual volume stated above.

2. Except as amended hereby, the Agreement remains in full force and effect between the Sumas and the Grantees.

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

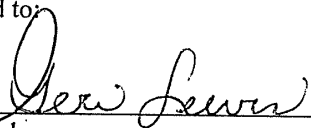
CITY OF SUMAS

NOOKSACK VALLEY WATER
ASSOCIATION

By 
MAYOR

By 

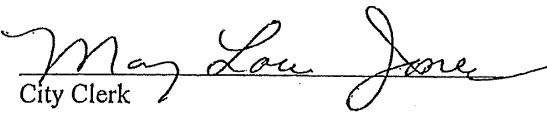
Attested to:


City Clerk

CITY OF NOOKSACK

By 
MAYOR

Attested to:


City Clerk

SECOND AMENDMENT TO AGREEMENT TO SUPPLY WATER
(Sumas to NVRWA & Nooksack)

THIS SECOND AMENDMENT TO AGREEMENT TO SUPPLY WATER (the "Second Amendment") is made and entered into this 28th day of August 2009, by and between the CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter referred to as "Sumas" or "Grantor"), and the NOOKSACK VALLEY RURAL WATER ASSOCIATION (hereinafter referred to as "NVRWA"), and the CITY OF NOOKSACK, a municipal corporation of the State of Washington (hereinafter referred to as "Nooksack"). Nooksack and NVRWA are collectively referred to as "Grantees".

RECITALS

WHEREAS, Sumas and Grantees entered into an Agreement to Supply Water dated the 5th day of June, 2002 (the "Agreement"); and

WHEREAS, as a result of Grantees request for an increase in both the maximum annual volume of water purchased and the maximum instantaneous flow provided under the Agreement, the Agreement was amended by Amendment to Agreement to Supply Water dated the 28th day of April, 2009; and

WHEREAS, Grantees have requested an additional increase in the maximum instantaneous flow provided under the Agreement in order to meet Nooksack's projected demand; and

WHEREAS, Sumas is willing to provide an increase in the maximum instantaneous flow; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

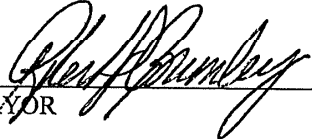
1. Section 1.3 of the Agreement is hereby amended to read in its entirety as follows:

1.3 Sumas agrees to supply Nooksack a maximum annual volume of water equal to 199 acre feet. Sumas agrees to supply NVRWA a maximum annual volume of water equal to 569.6 acre feet. The maximum annual volumes stated above are based upon demand forecasts published in the September 11, 2000 revision of the *City of Sumas Water System Comprehensive Plan*. Sumas agrees to supply a maximum instantaneous flow of 971.5 gallons per minute at the point of delivery to the NVRWA system at Garrison Corner (the corner of Garrison and Halverstick Roads in Sumas). NVRWA and Nooksack agree to purchase their water solely from Sumas, so long as the needs of each Grantee are less than or equal to the maximum annual volumes stated above. In the event that the needs of a Grantee exceed the applicable volume limit, the Grantee agrees to purchase from an alternate supplier only that portion of water that is in excess of the maximum annual volume stated above.

2. Except as amended hereby, the Agreement (including any previous amendments thereto), remains in full force and effect between Sumas and Grantees.

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

CITY OF SUMAS

By 
MAYOR

Attested to:


City Clerk

NOOKSACK VALLEY WATER
ASSOCIATION

By 

CITY OF NOOKSACK

By James S. Adkeman
MAYOR

Attested to:
Kevin R. Ruddle
City Clerk

AGREEMENT TO PROVIDE WATER

(Sumas to SRWA)

THIS AGREEMENT is made and entered into this 26 day of January, 2011, by and between the CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter referred to as "Sumas" or the "City"), and the SUMAS RURAL WATER ASSOCIATION, (hereinafter referred to as "SRWA"), a nonprofit corporation of the State of Washington.

WHEREAS, SRWA is a water association operating its own water system (hereinafter "SRWA System") in Whatcom County, Washington; and

WHEREAS, Sumas owns and operates its own water system (hereinafter "City System") and sells and supplies water to SRWA; and

WHEREAS, SRWA requires a written water supply agreement in order to satisfy concerns raised by the State of Washington with respect to the contractual adequacy of SRWA's source of water supply and in order to obtain approval from the State of Washington for additional connections based on their Small Water System Plan, and SRWA intends that this Agreement will meet those requirements; and

WHEREAS, SRWA and the Sumas currently have an agreement in effect to provide water but desire to enter into an updated contract under which Sumas will provide water to SRWA;

NOW, THEREFOR, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, SUMAS AND SRWA AGREE AS FOLLOWS:

I. PURPOSE

1.1 The purpose of this Agreement is to set forth a contract whereby Sumas agrees to supply, and SRWA agrees to purchase water.

1.2 Sumas shall provide water to SRWA at SRWA's existing four water mains, which are located on Highway 9, Jones Road, Rock Road, and Hovel Road. Sumas has no obligation to provide water at any other location. All water provided by Sumas will be untreated water pumped from the Sumas City Well Field and flowing through Sumas's water distribution system to the master meters located at or near the Sumas city limits along each of the four above mentioned roads. These master meters will be owned and maintained by Sumas and will serve as the basis for determining monthly volumes delivered to the SRWA system. The master meters and all water system related equipment lying upstream of the master meters will be owned and maintained by Sumas, with the exception of that equipment owned by SRWA as specified in that certain Connection Agreement entered into by the parties on or about August 13, 2001. Sumas shall have no maintenance responsibility for any water mains, or equipment associated therewith, owned by SRWA.

1.2.1 The water provided under this Agreement shall be of the same standard and quality of untreated water as pumped from Sumas' well fields. Except for water contamination resulting from Sumas' negligence or willful acts, SRWA accepts the water provided under this Agreement "as is".

1.2.2 Release by SRWA of Sumas: SRWA hereby releases and shall defend, protect, indemnify and hold harmless Sumas, its successors, officers, employees, agents and representatives (each a "Sumas Beneficiary") from any and all claims, losses, injuries, harm, liabilities, damages, costs and expenses arising out of, or incurred in connection with, this Agreement; provided, however, that SRWA does not release any Sumas Beneficiary to the extent that any such claim, loss, injury, harm, liability, damage, cost or expense arises or results from a willful act or negligence of a Sumas Beneficiary.

1.2.3 Release by Sumas of SRWA: Sumas hereby releases and shall defend, protect, indemnify and hold harmless SRWA, its successors, officers, employees, agents and representatives (each a "SRWA Beneficiary") from any and all claims, losses, injuries, harm, liabilities, damages, costs and expenses arising out of, or incurred in connection with, this Agreement; provided, however, that Sumas does not release any SRWA Beneficiary to the extent that any such claim, loss, injury, harm, liability, damage, cost or expense arises or results from a willful act or negligence of a SRWA Beneficiary. SRWA shall maintain liability insurance providing equivalent coverage and limits as that carried by Sumas for any liability relating to, or arising from, any act or omission of SRWA related to this Agreement.

1.3 **Volumes and Flow:** Sumas agrees to provide SRWA a maximum annual volume of water equal to 600 acre feet. The maximum annual volume stated above is based upon demand forecasts published in SRWA's August 2011 Small Water System Management Plan. Sumas agrees to provide a combined maximum instantaneous flow of 1,100 gallons per minute at the points of delivery to the SRWA system. In providing the water volume and flow specified in this section, Sumas agrees it is able to pump 700 gallons per minute to the storage reservoirs utilized to supply SRWA, with the difference between the pump rate (700 gpm) and the maximum instantaneous flow rate (1,100 gpm) made up by the Equalizing Storage Volume in the SRWA reservoir.

SRWA agrees to purchase its water solely from Sumas, so long as the needs of SRWA are less than or equal to the maximum annual volume stated above. In the event that the needs of SRWA exceed the applicable volume limit, SRWA agrees to purchase or acquire from an alternate supplier only that portion of water that is in excess of the maximum annual volume stated above.

1.4 **Limitations Upon Use and Resale of Water:** SRWA acknowledges that the water rights associated with Sumas' source of supply contain limitations upon place of use of the water. Accordingly, SRWA agrees that water provided by Sumas shall be distributed only within the geographic place of use as set forth in Sumas' water rights and shall be consumed only by SRWA's retail customers within SRWA's geographic boundaries. SRWA further agrees that the water provided by Sumas shall not be resold or transferred to any third party public or private water system. In the event that SRWA breaches or otherwise violates any of the provisions of this section, in addition to any other remedy, Sumas, at its' election, may reduce the volumetric

commitment established in paragraph 1.3 by an amount equal to any water resold, transferred, or otherwise used in violation of the terms of this section as well as charge and recover from SRWA monetary compensation for such water at the same rate referenced in paragraph 3.1 established for water delivered in excess of the maximum annual volume.

1.5 Modification of Volumes:

1.5.1 Anticipated Reduction in Supply. Sumas reserves the right from time to time to reduce or eliminate the current volumetric commitment of water upon at least a ten (10) year advance written notice to SRWA, except that no such reduction of water supply under this Agreement shall occur before the expiration of the initial twenty (20) year term established in paragraph 2.1 below. On the other hand, SRWA reserves the right to reduce or eliminate its current volumetric commitment of water upon at least a ten (10) year advance written notice to Sumas, except that no such reduction of water supply shall occur before the expiration of the initial twenty (20) year term established in paragraph 2.1 below.

1.5.2 Unanticipated Reduction in Supply (Force Majeure): In the event that Sumas becomes unable to provide the then agreed upon volumes of water due to anything beyond the reasonable control of Sumas, then the volumetric commitment established in paragraph 1.3 can be reduced or eliminated accordingly. These events can include, but are not limited to, Acts of God, contamination of wells, changes in state and/or federal regulations, reduction in supply and changes in the productivity of the aquifer. Sumas will endeavor to provide reasonable and timely written notice to SRWA of the reduction, and the amount of reduction will be no greater than is necessary under the circumstances. The reduction under this paragraph is separate and distinct from the reduction contemplated in paragraph 1.5.1 above.

1.5.3 Remedy if Allocated Volume Is Exceeded: In the event that the consumption of SRWA exceeds the allocated volume, Sumas shall have the remedy of physically reducing the volume of water delivered to SRWA at the master meters, in addition to other remedies established within this Agreement and remedies otherwise provided by law.

II. TERM

2.1 The initial term of this Agreement shall be twenty (20) years commencing on the ____ day of _____, 201__. Thereafter, this Agreement and any amendment thereto shall be automatically renewed in successive ten (10) year increments unless written notice is delivered by one or more parties pursuant to paragraph 1.5.1.

III. COMPENSATION

3.1 The parties to this Agreement have agreed that monetary compensation to be paid to Sumas for the delivery of water (i.e. water rates) shall be consistent with the current Sumas water-rate ordinance in effect at the time of delivery. This current rate may be changed from time to time in accordance with changes in Sumas' wholesale water rate; however, the rate to be paid by SRWA shall not be higher than the standard wholesale rate paid by other wholesale customers, such as the City of Nooksack and the Nooksack Valley Water Association. Notwithstanding the foregoing, the parties agree that Sumas, via its water-rate ordinance, may establish a higher water rate for that portion of water delivered to SRWA in excess of the

maximum annual volume of water agreed to in paragraph 1.3. The higher water rate is intended to serve as an effective disincentive to consumption in excess of established allocations. The parties agree that this rate shall be no more than five (5) times the wholesale water rate.

IV. GENERAL CONDITIONS

4.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

4.2 **Severability:** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.

4.3 **Amendments:** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

4.4 **Notices:** Any notices required to be given by any party shall be in writing and delivered to the parties at the following addresses, by certified mail, return receipt requested:

CITY OF SUMAS
P.O. Box 9
Sumas, WA 98295

SRWA
P.O. Box 25
Sumas, WA 98295

4.5 **Interpretation and Fair-Construction of Authority:** This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any party.

4.6 **Governmental Authority:** This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the parties or either of them.

4.7 **No Partnership:** This Agreement shall not be interpreted or construed to create an association, joint venture, agency or partnership among the parties, nor to impose any partnership obligations or liabilities on either of the parties. Furthermore, neither party shall have the right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.

4.8 **Non-Waiver:** The failure of either of the parties to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

4.9 **No Specified Third Party Beneficiaries:** There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the parties, their respective successors, assigns and legal representatives, and the third-party beneficiaries, if any, specifically identified in this agreement.

4.10 **Implementation:** Each party shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this agreement.

4.11 **Termination for Breach by SRWA:** In the event that SRWA breaches or is otherwise in violation of any the terms of this Agreement, Sumas may give notice of non-compliance to SRWA. If SRWA does not remedy the matters described in the notice of non-compliance within thirty (30) days of receipt of it, Sumas may give notice to SRW A terminating this Agreement effective thirty (30) days following the giving of that notice. The remedies provided in this section are in addition to any other remedies provided for in this Agreement or otherwise allowed by law.

4.12 **Arbitration/Dispute Resolution:**

4.12.1 In addition to any other remedies authorized in this Agreement, any claims or disputes arising under this Agreement that cannot be settled amicably by the parties, including any dispute concerning the occurrence of an event of default or breach, shall be submitted to arbitration at the request of either of the Parties by notice to the other. The parties shall agree to the procedures and format by which the arbitration shall be conducted and, in the event they cannot so agree, the arbitration shall be conducted in accordance with the requirements of Chapter 7.04 RCW, Sumas to appoint one arbitrator, SRWA to appoint one arbitrator, and those two arbitrators to appoint a third arbitrator. All arbitrators shall be persons who by their experience and profession are familiar with the subject matter and issues to be arbitrated. Any and all arbitration proceedings, including any hearings, shall be conducted in Whatcom County, Washington.

4.12.2 The parties expressly agree that the arbitrators shall have authority to grant equitable remedies, including a decree requiring specific performance of any of the provisions of this Agreement. Judgment upon the award rendered by the majority of the arbitrators may be entered in any court having jurisdiction thereof, subject, however, to the provisions of Chapter 7.04 RCW.

4.12.3 In any arbitration proceeding, all rights to discovery afforded under the then applicable Civil Rules for the Superior Court of the State of Washington shall be applicable, all of which shall be fully enforceable by the arbitrator or arbitrators or, if they fail to effect such enforcement, by any court of the State of Washington.

4.12.4 In the event of an arbitration by or between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees.

4.13 **Governing Law; Venue:** The parties agree that this Agreement shall be governed by the laws of the State of Washington and that the venue of any action brought by either of the

parties regarding this Agreement shall be in the Superior Court of the State of Washington in and for Whatcom County.

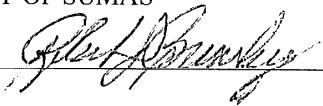
4.14 **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall be fully executed at such time as both of the parties have at least one counterpart, regardless of whether each counterpart is signed by both of the parties.

4.15 **Termination of Prior Agreements:** This Agreement amends and supersedes in total all prior written or oral water agreements between Sumas and SRWA regarding the provision of water.

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

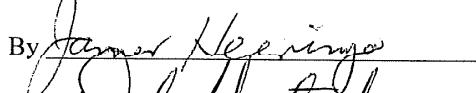
CITY OF SUMAS

By

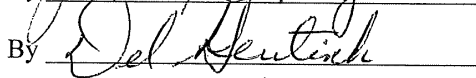


SUMAS RURAL WATER ASSOCIATION

By



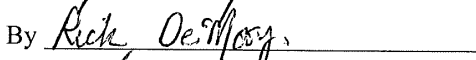
By



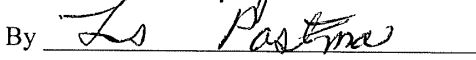
By



By



By



By

Agreement for Reciprocal Emergency Water Supply

This Agreement is made and entered into between the City of Everson, Washington, a non-charter code city operating under the optional municipal code, and the City of Nooksack, Washington, a non-charter code city operating under the optional municipal code, as follows:

Whereas, the City of Everson owns, operates and maintains a water utility for the supply of potable water to its residents, having as its source of water a series of municipal wells located on the South side of the Nooksack River;

Whereas, the City of Nooksack owns, operates and maintains a water utility for the supply of potable water to its residents, having as its source of water an agreement for the purchase of water from the City of Sumas obtained through transmission facilities in common with Nooksack Rural Water Association;

Whereas, the incorporated area of the City of Everson lying North of the Nooksack River abuts the incorporated area of the City of Nooksack and the respective water transmission systems of the Cities are linked by a metered and valved (closed) cross-connection/intertie maintained by the Cities;

Whereas, each City deems it important to reciprocally provide for emergency use of the water transmission cross-connection/intertie in the event of a water source emergency having the potential to compromise either City's available reserve water storage capacity; and

Whereas, the Cities of Everson and Nooksack recognize, agree and maintain that the covenants and agreements herein contained are specifically authorized under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW; ~~Now Therefore~~

Come Now the parties hereto and covenant and agree as follows:

1. **CROSS-CONNECTION.** The parties agree that, in the event of an emergency interruption or contamination of the water supply of either City, it may, upon prior notification to the Mayor or Public Works Director (or equivalent position) of the other City, open the valve linking the water transmission systems of the Cities and thereby obtain an emergency water supply. In the event of activation of the cross-connection, the parties shall see to the issuance of prior or contemporaneous notice to the City of Sumas and Nooksack Valley Water Association. The valve shall be owned and maintained by the Cities.

2. **PROTECTION OF WATER SUPPLY.** The City activating the cross-connection shall ensure that the water transmission system and water supply of the supplying City is not contaminated on account or by means of its use of the cross-connection.

Everson-Nooksack Emergency Water Supply. Cont'd.

3. **DURATION OF CROSS-CONNECTION.** The cross-connection shall not be activated for more than ten (10) consecutive days without written approval of the Mayor of the supplying City and, if Nooksack, the Mayor of Sumas and the President of the Nooksack Rural Water Association.

4. **RESTRICTIONS ON CROSS-CONNECTION.** The Mayor or Public Works Director (or equivalent position) of the supplying City may impose reasonable flow, timing or other restrictions to minimize the impact of the activated cross-connection on the quantity and quality of the supplying City's water utility.

5. **WARRANTIES DISCLAIMED.** Neither City guarantees or warrants, but specifically disclaims, to the other the quantity or quality of water available through activation of the cross-connection, particularly mentioning here any warranty of merchantability.

6. **RISK OF LOSS.** Each City will enter, defend, save and hold harmless the other City from and against all claims or actions on claims asserted against the other for any losses, damages, or injuries incurred or suffered, or alleged to have been incurred or suffered, by any user or consumer of that City on account of the cross-connection or the water supplied thereby.

7. **INTENT OF AGREEMENT.** The premise of this Interlocal Agreement is that the cross-connection will only be activated in emergency situations only, however, this Interlocal Agreement does not prevent the non-emergency activation of the cross-connection for testing or other purposes upon the mutual agreement of the Mayors or Public Works Directors (or equivalent position) of the respective Cities and the use of the otherwise applicable terms of this Interlocal Agreement to govern such activation of the cross-connection.

The parties specifically concur that this Interlocal Agreement is intended to generally benefit each respective City, and therefore disclaim and deny that this Interlocal Agreement and any activated cross-connection effected thereby is intended for the use or benefit of any particular or identified user of either City.

8. **CONSIDERATION FOR WATER.** In consideration of the receipt of water during emergency activation of the cross-connection, the receiving City shall pay the supplying City for the quantity of water obtained thereby as measured by the meter at the valved cross-connection. The price shall be an amount equal to the price which would have been charged to Nooksack by the City of Sumas for a like quantity of water within a like time period under the terms of the water supply contract then in effect between those municipalities.

9. **TERM.** This Interlocal Agreement shall be of indefinite duration, subject to termination by either City upon thirty (30) days written notice to the other.

10. **EXECUTION AND FILING OF AGREEMENT.** In compliance with RCW 39.34.040, this Agreement and any modification thereof shall not be effective until a copy hereof is filed with the City Clerk of each party, the Whatcom County Auditor and the Washington Secretary of State, PROVIDED, that any delay in effecting compliance with this Paragraph shall not affect the stated term hereof. This Agreement may be executed with multiple counterparts of the signature page.

Everson-Nooksack Emergency Water Supply, Cont'd.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year indicated,

CITY OF EVERSON

CITY OF NOOKSACK

Date: _____

Date: _____

By: _____
RON WALDO, Mayor pro tem

By: _____
KENNETH E. ROBERTS, Mayor

Approved by Action of the City Council dated February 28, 1995

Approved by Action of the City Council dated March 7, 1995

Attest:

Attest:

GERALDINE POGUE, Clerk

TERRI ARNASON, Clerk

Approved as to Form:

Approved as to Form:

KEITH A. BODE, City Attorney

MATTHEW S. ELICH, City Attorney

Concurrence

The City of Sumas and the Nooksack Rural Water Association, while not a party to the foregoing Agreement, are indirectly affected thereby and, upon request of the parties, express their concurrence with the relationship, rights, duties and obligations established therein between the Cities of Everson and Nooksack.

CITY OF SUMAS, WASHINGTON

NOOKSACK RURAL WATER ASSOC.

By: _____
ROBERT MITCHELL, Mayor

By: _____
Print Name & Office: _____

Attest:

KATHRYN HARVEY, Clerk

SUSCEPTIBILITY RATING

The following source(s) is/are rated as moderate or high susceptibility and have **NOT** been granted a Susceptibility Waiver for synthetic organic compounds (SOC's). However, this source can still gain SOC monitoring relief with an Area Waiver. Detailed information about the Area Waiver will be mailed to you along with a list of the monitoring requirements that will be required if you do not get an Area Waiver.

Water Source: 84870 - SQ6 + SQ7

VOLATILE ORGANIC CHEMICAL (VOC) MONITORING REQUIREMENTS FOR THE 1993 - 1995 COMPLIANCE PERIOD

- No additional VOC samples are required this compliance period. *Both Sources*
- 1 quarter of VOC monitoring (method 524.2) is required this compliance period.
- 4 quarters of VOC monitoring (method 524.2) is required this compliance period.
- Quarterly monitoring is required of this source due to VOC detections in previous samples.

NOTE: This susceptibility rating does not affect requirements for BACTERIOLOGICAL (Coliform), INORGANIC CHEMICAL (IOC), or NITRATE monitoring. You should continue your coliform monitoring according to the regulations for Group A Public Water Systems (WAC 246-290-300, July 1994). One complete IOC analysis is required during each three-year compliance period. Nitrate sampling is required once a year, by itself or as part of an IOC (above). (See WAC 246-290-300, Table 3, for monitoring locations).

SAVE THIS INFORMATION

Organics Monitoring Waiver Response Form: complete and return to:

Dept. of Health
 Attn: Steve Hulsman
 1511 THIRD AVE RM 719
 SEATTLE WA 98101-1632

System name: Sumas Water Department PWS ID#: 84870B

Complete this form with answers as indicated below. List source numbers across the top row. **Return to DOH by Feb. 28, 1997**

Source Number: List the source numbers for each <u>active permanent</u> or <u>seasonal</u> source as shown on the "Source Summary Sheet" (S01, S02 etc.). →	S <u>06</u>	S <u>07</u>	S _____	S _____	S _____
Yes, I want a waiver renewal or new waiver for this source. Check "yes" for each source for which you want a waiver.	Yes <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/>	Yes _____	Yes _____	Yes _____
I do NOT want a waiver (or this source is ineligible for a waiver). I must monitor for methods 525.2, 515.1 and 531 instead. (Check "no" for each source for which you do NOT want a waiver or which is ineligible for one, and write the month/year you will sample) See comment about scheduling on the green Chemical Monitoring Summary sheet.	No _____ Sample Date: _____/_____ month/year	No _____ Sample Date: _____/_____ month/year	No _____ Sample Date: _____/_____ month/year	No _____ Sample Date: _____/_____ month/year	No _____ Sample Date: _____/_____ month/year
Date (month/year) source will be monitored (or was last sampled) for VOCs (See comment about scheduling on the green Chemical Monitoring Summary sheet.)	Sample Date: <u>03 / 97</u> month/year	Sample Date: <u>03 / 97</u> month/year	Sample Date: _____/_____ month/year	Sample Date: _____/_____ month/year	Sample Date: _____/_____ month/year
Have there been any changes to this source which may affect the susceptibility rating? (Check "yes" or "no." If "yes", describe. Examples would include: a new VOC detection, nitrate levels increased to over 5 ppm, changes in well construction, changes in adjacent land use or other contaminant presence. Use the comments section below if more space is needed.	Yes _____ No <input checked="" type="checkbox"/> Comment:	Yes _____ No <input checked="" type="checkbox"/> Comment:	Yes _____ No _____ Comment:	Yes _____ No _____ Comment:	Yes _____ No _____ Comment:

Comments:

Signature of person completing form: Lawrence Silvis Title: Utilities Superintendent Date: February 24, 1997
(water system owner, manager, etc.)

Name of person completing form (print): Lawrence Silvis Phone Number: (360)988-5711

Chemical Monitoring Worksheet for Waivers and Waiver Renewals: 1996-1998

PWSID: 84870B	SUMAS WATER DEPT	Source: 06
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Introduction: This 2-page form summarizes information used by DOH in deciding what type of waiver options are available for the water system and source listed above. Please review this information carefully. If the information is not correct, draw a line through the incorrect information, and make corrections to the form. If you collected samples during 1993-1995 that are not shown here, make corrections to the green form and attach copies of any missing test results to the form. **Return the corrected form with data (if applicable) to DOH with the pink "Water System Response Form". You should keep a copy of this form for your records.**

PART I: Waiver and other source information:

- The Susceptibility Rating for this source is: (L = low, M = moderate, H = high) H
- If the susceptibility for this source is "M" or "H", did this source apply (and pay) for an AREA waiver during the 1993-1995 Compliance Period? (NOTE: sources with susceptibility ratings of "Low" did not need an AREA waiver.) YES
- The Pesticide Vulnerability for this source is: (L = low, M = moderate, H = high). (NOTE: this only applies to sources which had a Susceptibility Rating of "M" or "H".) M
- Was this source sampled under the terms and conditions of the Chafee Lautenberg Amendment? (NOTE: systems under 3300 population that sampled for VOCs or SOCs between Oct. 1, 1992 and Sept.30, 1993, with no detections, were waived from having to collect 4 quarters of samples during 1993-1995.) NO
- The type of waiver you can obtain for this source in 1996-1998 is: Area Waiver
Renewal

Part II: Volatile Organic Chemical Sampling (VOC):

1. The following table shows a summary of the VOC samples required for this source during the 1993-1995 compliance period, and the results of the VOC samples.

1993-1995 VOC Monitoring Requirement			
Test method	Number of required samples	Was this requirement met?	Any detections other than trihalomethanes (THMS)?
524.2	1 qtr	YES	NO

Comments:

2. The following table shows the VOC monitoring requirements for this source during the 1996-1998 Compliance Period. It shows only the required number of samples that must be collected. It does not show any samples that you may have already collected after the 1993-1995 Compliance Period. The table has a space for you to record the month and year in which you plan to test for VOCs.

1996-1998 VOC Monitoring Requirement		
Test method	Number of required samples	Month/year you plan to sample (or did sample)?
524.2	1 qtr	03/97

Comments:

Chemical Monitoring Worksheet for Waivers and Waiver Renewals: 1996-1998 (continued)

PWSID: 84870B	SUMAS WATER DEPT	Source: 06
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Part III: Synthetic Organic Chemical Monitoring (SOC):

1. The following table shows a summary of the number and type of SOC (pesticide) samples that were required for this source during the 1993-1995 compliance period, the number of samples that were completed and if there were any detections.

1993-1995 SOC Monitoring Requirements			
Test methods	Number of samples required	Was this requirement met?	Any SOC detections
515.1	NONE		
525.2	NONE**		
531.1	NONE		
547	NONE		
549	NONE		
Other			

Comments: **NOTE: The original Area Waiver notification for this source probably had a "vulnerability risk code" of "1011", the "0" indicating that the general land use in the area was "forest, undeveloped or barren land". The more appropriate land use of the area would be closer to "agricultural or range lands", which would yield a risk code of "1211" (which is the code for SO7). This revised risk code for SO6 would change the "vulnerability rating" to "moderate", and the one quarter of SOC method 525 which would have been required during the '93-'95 Compliance Period will need to be done as a condition of waiver renewal for SO6 for the '96-'98 Compliance Period.

2. Based on the results of your previous sampling, the following table shows a summary of the SOC monitoring requirements for 1996-1998, both *with* a waiver and *without* a waiver. The table has space for you to record the month and year in which you plan to test for SOCs (if sampling is required).

1996-1998 SOC Monitoring Requirements			
Test Methods	Number of samples required, <i>without</i> a waiver	Number of samples required, <i>with</i> a waiver	Month and year you will begin sampling (if sampling is required).
515.1	1 qtr	0	
525.2	1 qtr	1 qtr	03/97
531.1	1 qtr	0	
Other:			

Comments: See above comment.

Part IV: Water System Response Form for 1996-1998:

The information in Parts I - III above outlines the sampling requirements and waiver options that are available for this source. You may choose to apply for a waiver (which may include a requirement for limited sampling, as shown in the tables above). If you do not want a waiver, you will be required to monitor for VOCs and SOCs as outlined in the table in Part III. You must plan to begin any required monitoring before November 1997 at the latest.

Indicate your waiver choice on the attached Water System Response form (pink sheet) for each of your sources and return the form, along with any corrections or test results, to the DOH address shown on page 2 of the cover letter and on the pink response form.

Process Date: 1/28/97

Edit Date:

Chemical Monitoring Worksheet for Waivers and Waiver Renewals: 1996-1998

PWSID: 84870B	SUMAS WATER DEPT	Source: 07
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Introduction: This 2-page form summarizes information used by DOH in deciding what type of waiver options are available for the water system and source listed above. Please review this information carefully. If the information is not correct, draw a line through the incorrect information, and make corrections to the form. If you collected samples during 1993-1995 that are not shown here, make corrections to the green form and attach copies of any missing test results to the form. Return the corrected form with data (if applicable) to DOH with the pink "Water System Response Form". You should keep a copy of this form for your records.

PART I: Waiver and other source information:

- The Susceptibility Rating for this source is: (L = low, M = moderate, H = high) H
- If the susceptibility for this source is "M" or "H", did this source apply (and pay) for an AREA waiver during the 1993-1995 Compliance Period? (NOTE: sources with susceptibility ratings of "Low" did not need an AREA waiver.) YES
- The Pesticide Vulnerability for this source is: (L = low, M = moderate, H = high). (NOTE: this only applies to sources which had a Susceptibility Rating of "M" or "H".) M
- Was this source sampled under the terms and conditions of the Chafee Lautenberg Amendment? (NOTE: systems under 3300 population that sampled for VOCs or SOCs between Oct. 1, 1992 and Sept.30, 1993, with no detections, were waived from having to collect 4 quarters of samples during 1993-1995.) NO
- The type of waiver you can obtain for this source in 1996-1998 is: Area Waiver
Renewal

Part II: Volatile Organic Chemical Sampling (VOC):

1. The following table shows a summary of the VOC samples required for this source during the 1993-1995 compliance period, and the results of the VOC samples.

1993-1995 VOC Monitoring Requirement			
Test method	Number of required samples	Was this requirement met?	Any detections other than trihalomethanes (THMS)?
524.2	1 qtr	YES	NO

Comments:

2. The following table shows the VOC monitoring requirements for this source during the 1996-1998 Compliance Period. It shows only the required number of samples that must be collected. It does not show any samples that you may have already collected after the 1993-1995 Compliance Period. The table has a space for you to record the month and year in which you plan to test for VOCs.

1996-1998 VOC Monitoring Requirement		
Test method	Number of required samples	Month/year you plan to sample (or did sample)?
524.2	1 qtr	03/97

Comments:

Chemical Monitoring Worksheet for Waivers and Waiver Renewals: 1996-1998 (continued)

PWSID: 84870B	SUMAS WATER DEPT	Source: 07
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Part III: Synthetic Organic Chemical Monitoring (SOC):

1. The following table shows a summary of the number and type of SOC (pesticide) samples that were required for this source during the 1993-1995 compliance period, the number of samples that were completed and if there were any detections.

1993-1995 SOC Monitoring Requirements			
Test methods	Number of samples required	Was this requirement met?	Any SOC detections
515.1	NONE		
525.2	1 qtr	YES	NO
531.1	NONE		
547	NONE		
549	NONE		
Other 504	4 qtrs**	YES	NO

Comments: **NOTE: Ethylene dibromide (EDB) was detected in 2/94 in well 4 (a component well of SO7) during a special sampling DOH project. EDB has not been detected in the 4 quarters of followup monitoring. EDB monitoring can be reduced to ANNUALLY during the '96-'98 Compliance Period.

2. Based on the results of your previous sampling, the following table shows a summary of the SOC monitoring requirements for 1996-1998, both *with* a waiver and *without* a waiver. The table has space for you to record the month and year in which you plan to test for SOCs (if sampling is required).

1996-1998 SOC Monitoring Requirements			
Test Methods	Number of samples required, <i>without</i> a waiver	Number of samples required, <i>with</i> a waiver	Month and year you will begin sampling (if sampling is required).
515.1	1 qtr	0	
525.2	1 qtr	0	
531.1	1 qtr	0	
Other:			

Comments: ANNUAL monitoring for EDB is required during the '96-'98 Compliance Period (see above comment).

Part IV: Water System Response Form for 1996-1998:

The information in Parts I - III above outlines the sampling requirements and waiver options that are available for this source. You may choose to apply for a waiver (which may include a requirement for limited sampling, as shown in the tables above). If you do not want a waiver, you will be required to monitor for VOCs and SOCs as outlined in the table in Part III. You must plan to begin any required monitoring before November 1997 at the latest.

Indicate your waiver choice on the attached Water System Response form (pink sheet) for each of your sources and return the form, along with any corrections or test results, to the DOH address shown on page 2 of the cover letter and on the pink response form.

Process Date: 1/28/97

Edit Date: