

VANTAGE WATER SYSTEM

AGREEMENT FOR PURCHASE OF WATER

This Agreement effective April 4th, 2017, between VWS (Vantage Water System), located in Vantage, Washington, hereinafter called the "Seller", and Kittitas County, address at 205 W. Fifth Avenue #108, Ellensburg, Washington, 98926, hereinafter called the "Consumer".

WITNESSETH:

The Seller shall provide water to the Consumer in accordance with the terms of this agreement, and applicable County, State and Federal regulations, as well as Washington State UTC Model Rules for small water systems, subject to VWS modifications, copy of rules hereby attached and acknowledged. Water shall be delivered to the point of service, which shall be at the service main or lateral line at the point of easement. Consumer agrees to pay all monthly charges (including special charges, late fees and installation charges) in accordance with the billing cycle (due dates) prescribed by the Seller and in the amounts calculated using the attached Rate Schedule, Exhibit A.

Service:

The Consumer acknowledges that this agreement services the entire parcel located at 240 Boat Ramp Road, Vantage, Washington, 98950. Consumer certifies that the service requested will be in the form of a 5/8" metered service utilized for commercial purposes, specifically cleaning boats and other similar purposes for the Marine Unit of the Kittitas County Sheriff's Office, maximum of 300 gallons per day.

Terms:

The Consumer agrees to pay Seller for service provided at the parcel, as consumption is registered on the metering device or as a monthly minimum charge, in the event no usage is recorded. If, in the opinion of the Seller, the metering device becomes faulty or inoperable, an estimate will be charged based on past usage for the corresponding monthly period(s), until the problem is corrected by the Seller.

Service billing shall commence when the metering device is installed and made available for use by the Consumer. Monthly billings will be calculated using the latest revision of the Rate Schedule in the UTC model tariff for Vantage Water System.

Bills for service provided shall be paid to Havilah, Inc., P.O. Box 1201, Vantage, WA 98950. Late charges will be assessed for any late or unpaid balance. If the Consumer fails to make

payments by the date specified, Seller reserves the right to discontinue water service after having provided a disconnect notice in writing to the Consumer according to terms listed in the UTC rules. A reconnect fee applies as scheduled in the UTC rules.

If, in the opinion of the Seller, fees, bills, penalties or other charges are deemed to be uncollectable, they shall be filed as liens against the tax parcel to which the debt applies to the extent allowed by law.

The Consumer agrees that during the terms in this contract, the Seller may adjust, revise or amend the monthly minimum rate, the per-gallon rate, as well as the billing period, payment policy, late fee schedule and reconnection fees, consistent with applicable County, State and Federal regulations, as well as Washington State UTC Model Rules for small water systems, subject to VWS modifications, copy of rules hereby attached and acknowledged.

Seller reserves the right to place restrictions on water usage at any time, especially in the circumstances of water shortages, system capacity conditions, breakdowns and repairs, or as a result of impositions by a governing authority, or third party.

Each business water service meter may only serve one business or residence. A business or residence may not supply service to any other separate business or vacant lot, unless specific written permission is granted by Seller.

Service may be interrupted at times. The duration of the outage will be dependent upon the severity of the situation, whether it be caused by breakdown, shortage, pollution, regulation or other acts beyond the control of the Seller. The assistance of a governing authority will be sought in the event of an extended outage, such as but not limited to, power supply interruption, earthquake, well went dry, etc.

Seller will diligently attempt to deliver water in compliance with current health standards. Consumer shall hold the Seller free of liability and hold Seller harmless for any cause, including, but not limited to, breakdown, shortage, pollution or damage. Consumer agrees to comply with all governing codes, including those concerning construction, usage and cross-connection control.

Consumer shall allow adequate room for access and repair of Seller's equipment and shall not build or place any permanent structure in or around the area, so as to hinder repairs and access. If Consumer damages the service or any of the Seller's equipment, the Consumer shall be responsible for the damages. The water meter shall remain the property of the Seller. An enclosure shall be provided and maintained by the Consumer, which will house and protect the water meter. The enclosure shall be maintained free of all debris and refuse by the Consumer and shall be packed with an insulating material so as to prevent freezing of the water meter and

any exposed water lines, but the face of the meter shall be left exposed to facilitate periodic readings. Any and all water lines or equipment which lie within the Consumer's property, except for the meter, are the responsibility of the Consumer.

Consumer shall make no alterations to Seller's equipment. Any alterations or damage to Seller's equipment may cause disconnection of the water service until the alteration or repair is corrected.

If the Seller brings suit against the Consumer for non-compliance with the provisions of this agreement, and judgment is allowed by the courts, the Consumer agrees to pay all reasonable attorney's fees, and all costs and expenses of such suit. Venue shall be as provided by RCW 36.01.050.

Connection Fee:

A connection fee in the amount of \$3,500.00 dollars, plus applicable tax, shall become due and payable upon acceptance of this application by the Seller. Disconnection of service due to default of any terms of this agreement, by the Consumer, shall be subject to the full reconnection fees as specified in the attached UTC model rules for service. Disconnection of the service that is agreed to by both parties to this agreement shall be subject to a reconnection fee that is mutually understood between the parties, prior to disconnect, and based upon the reconnection fee schedule shown in the UTC rules of service.

This agreement shall be binding upon the Consumer named herein and any person(s) who the Consumer allows to reside at, rent, lease or otherwise use the water service. In the event that the Consumer passes the ownership or other legal control of the parcel to another party, the new party must make application for water service under their name and pay any appropriate fees adjudged by the Seller – all within thirty (30) calendar days of such ownership changed.

I, the undersigned, do attest that I am the legally recorded owner and lawful holder of the above named parcel, and by my signature, do hereby agree to the terms and conditions stated herein. I acknowledge that I have read this agreement, understand the terms and conditions stated herein and have received a completed copy, including a copy of the Washington State UTC model rules for water service.

Board of County Commissioners,
Kittitas County, Washington





Chairman



Vice-Chairman



Commissioner


Seller, Vantage Water System, by

(Printed name of Authorized signatory for VWS)

ATTEST:
CLERK OF THE BOARD



APPROVED AS TO FORM:


22872


Deputy Prosecuting Attorney

**Vantage Water System
Exhibit A**

<u>Base Rate</u>	0 – 12,000 gallons/month	<u>Rate</u>
	5/8 to 3/4 inch service base rate	\$37.50/month
<u>Usage Rate</u>		<u>Rate/1000 gallons</u>
	Over 12,000 gallons/month	\$ 1.50
	Consumption per 1000 gallons	\$ 2.00