

OFFICIAL STATEMENT DATED AUGUST 5, 2014

NEW ISSUE
BOOK-ENTRY ONLY

Moody's Rating: Aa2
Standard & Poor's Rating: AA+
(See "RATINGS" herein)

In the opinion of Bond Counsel, under existing federal law and assuming compliance with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issue date of the Bonds, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals. However, while interest on the Bonds also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, interest on the Bonds received by corporations is taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations, interest on the Bonds received by certain S corporations may be subject to tax, and interest on the Bonds received by foreign corporations with United States branches may be subject to a foreign branch profits tax. Receipt of interest on the Bonds may have other federal tax consequences for certain taxpayers. See the caption "TAX MATTERS."

\$29,220,000

**CASCADE WATER ALLIANCE
(King County, Washington)**

Water System Refunding Revenue Bonds, 2014

Dated: Date of Delivery

Due: January 1, as shown on inside cover

The Water System Refunding Revenue Bonds, 2014 (the "Bonds") are being issued by Cascade Water Alliance ("Cascade"), a joint municipal utility services authority organized under the laws of the state of Washington (the "State") for the purpose of providing wholesale water supply to meet future demands of its Members. Cascade is issuing the Bonds to pay a portion of the cost of refunding the callable portion of the outstanding 2006 Bonds and to pay the costs of issuing and selling the Bonds. The Bonds are being issued in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as initial securities depository for the Bonds. Individual purchases of interests in the Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof within a maturity. Purchasers of such interests will not receive certificates representing their interests in the Bonds. Principal of and interest on the Bonds will be payable directly to DTC by the fiscal agent of the State, currently The Bank of New York Mellon in Dallas, Texas, as paying agent and registrar (the "Bond Registrar").

Interest on the Bonds is payable semiannually on each January 1 and July 1, commencing January 1, 2015, to the maturity or earlier redemption of the Bonds. Upon receipt of payments of principal and interest, DTC is obligated to remit such principal and interest to its participants for subsequent disbursement to the purchasers of beneficial interests in the Bonds, as described under the heading "DESCRIPTION OF THE BONDS" herein and Appendix C – Book-Entry Transfer System.

Maturity Schedule on Inside Cover

The Bonds are subject to redemption prior to their stated maturities as described herein.

The Bonds are payable from and secured by a pledge of and lien on Cascade's Net Revenue as described herein. The pledge of Net Revenue for the payment of the Bonds, all outstanding Parity Bonds, all Future Parity Bonds, all Payment Agreement Payments and all payments required to be made into the Reserve Account under any Parity Bond Authorizing Resolution constitutes a charge upon the Net Revenue superior to any other charges whatsoever.

The Bonds are payable solely from Cascade's Net Revenue and money and investments held by Cascade in certain funds, which are pledged to the payment of principal of and interest on the Bonds and the Parity Bonds. The Bonds are not general obligations of Cascade. The Bond Resolution does not pledge to the payment of the Bonds the full faith and credit or taxing power of any Member. No Member is responsible for payment of the Bonds except as set forth in the Joint Agreement described herein. The Bonds will not be secured by a mortgage, deed of trust or other security interest in any of Cascade's physical assets. The Bonds are not an obligation of the State or any political subdivision thereof other than Cascade. Cascade has no taxing power.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered when, as and if issued, and are subject to receipt of the legal opinion of Foster Pepper PLLC, Seattle, Washington, Bond Counsel to Cascade, and certain other conditions. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York, or to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about September 3, 2014.

\$29,220,000
Cascade Water Alliance
(King County, Washington)
Water System Refunding Revenue Bonds, 2014

Maturity Schedule, Interest Rates, Yields, and CUSIP Numbers

Due January 1	Principal Amount	Interest Rate	Yield	CUSIP No. ⁽¹⁾
2017	\$1,655,000	4.00%	0.49%	14739HCT6
2018	1,725,000	5.00	0.83	14739HCU3
2019	1,815,000	5.00	1.18	14739HCV1
2020	1,910,000	5.00	1.48	14739HCW9
2021	2,010,000	5.00	1.76	14739HCX7
2022	2,110,000	5.00	2.01	14739HCY5
2023	2,220,000	5.00	2.23	14739HCZ2
2024	2,335,000	5.00	2.36	14739HDA6
2025	2,450,000	5.00	2.47 ⁽²⁾	14739HDB4
2026	2,580,000	5.00	2.57 ⁽²⁾	14739HDC2
2027	2,695,000	4.00	2.76 ⁽²⁾	14739HDD0
2028	2,810,000	4.00	2.90 ⁽²⁾	14739HDE8
2029	2,905,000	3.00	3.09	14739HDF5

⁽¹⁾ The CUSIP data herein is provided by the CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's. The CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with Cascade and are provided solely for convenience and reference. The CUSIP number for a specific maturity is subject to change after the issuance of the Bonds. Cascade takes no responsibility for the accuracy of the CUSIP numbers.

⁽²⁾ Priced to the July 1, 2024 par call date.

No quotations from or summaries or explanations of the provisions of laws or documents herein purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. This Official Statement is not to be construed as a contract or agreement between Cascade and the purchasers or owners of any of the Bonds. The cover page and the inside cover page hereof and appendices attached hereto are part of this Official Statement.

No dealer, broker, sales representative or other person has been authorized by Cascade to give any information or to make any representations in connection with the offering made hereby other than as contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by Cascade. The information and expressions of opinions herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

In connection with the offering of the Bonds, the Underwriter may overallocate or effect transactions that stabilize or maintain the market price of such Bonds at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

Certain statements contained in this Official Statement reflect not historical facts but forecasts and “forward-looking statements.” The words “estimate,” “project,” “anticipate,” “expect,” “intend,” “believe” and similar expressions are intended to identify forward-looking statements. The achievement of certain results or other expectations contained in forward-looking statements involves known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Cascade does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations or events, conditions or circumstances on which such statements are based occur.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE BOND RESOLUTION HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

The information set forth herein has been furnished by Cascade, the Members, DTC, and certain other sources that Cascade believes to be reliable. The information and expressions of opinion contained herein are subject to change without notice. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact or representations that the estimates will be realized.

None of the websites referenced in this Official Statement, including Cascade’s, is included as a part of this Official Statement. Investors should not rely on information presented in such websites in determining whether to purchase the Bonds. References to any website addresses are not hyperlinks and do not incorporate the websites by reference.

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CASCADE WATER ALLIANCE

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Members of Cascade Water Alliance

City of Bellevue
City of Issaquah
City of Kirkland
City of Redmond
Sammamish Plateau Water and Sewer District
Skyway Water and Sewer District
City of Tukwila

Board of Directors

John Marchione, City of Redmond	Chair
Jim Haggerton, City of Tukwila	Vice Chair
Fred Butler, City of Issaquah	Secretary/Treasurer
John Stokes, City of Bellevue	Member
Penny Sweet, City of Kirkland	Member
Lloyd Warren, Sammamish Plateau Water and Sewer District	Member
Jon Ault, Skyway Water and Sewer District	Member

Administrative Staff

Chuck Clarke, Chief Executive Officer
Scott Hardin, Director of Finance and Administration
Michael Gagliardo, Director of Planning
Jon Shimada, P.E., Capital Projects Director
Ed Cebon, Economist

Treasury Operations

King County Department of Executive Services
Finance and Business Operations Division, Treasury Operations Section

General Counsel

Van Ness Feldman LLP
Seattle, Washington

Bond Counsel

Foster Pepper PLLC
Seattle, Washington

Financial Advisor

A. Dashen & Associates
Bellevue, Washington

Bond Registrar

Washington State Fiscal Agent
The Bank of New York Mellon
Dallas, Texas

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OFFICIAL STATEMENT

\$29,220,000

Cascade Water Alliance (King County, Washington)

Water System Refunding Revenue Bonds, 2014

INTRODUCTION

Cascade Water Alliance (“Cascade”) furnishes this Official Statement, which includes the cover page, inside cover page and the appendices, in connection with the sale of its Water System Refunding Revenue Bonds, 2014 (the “Bonds”). Capitalized terms not defined herein shall have the meanings assigned to them in the Bond Resolution or in the Joint Agreement, each as defined herein. The form of the Bond Resolution is included as Appendix B.

Cascade is a joint municipal utility services authority organized under the laws of the state of Washington (the “State”) and a Joint Municipal Utilities Services Agreement entered into by the Members dated March 28, 2012 (the “Joint Agreement”). Cascade was formed for the purpose of providing wholesale water supply to meet future demands of its Members. The Members are the cities of Bellevue, Issaquah, Kirkland, Redmond and Tukwila, Sammamish Plateau Water and Sewer District and Skyway Water and Sewer District.

Cascade was formed in 1999 as a nonprofit corporation under the terms of an interlocal agreement dated April 1, 1999, as amended and restated on December 15, 2004 (the “Interlocal Agreement”). The Interlocal Agreement contained provisions to allow Cascade to convert to a joint operating agency or other municipal corporation if permitted under State law. The State Legislature in 2011 enacted legislation, codified as chapter 39.106 of the Revised Code of Washington (“RCW”), which provided for the creation or conversion of existing intergovernmental associations to joint municipal utility services authorities. In compliance with the requirements of chapter 39.106 RCW, the Members agreed to such conversion by amendment to the Interlocal Agreement.

Under the Joint Agreement, the Members have agreed to pay to Cascade the Member Charges described in “MEMBER COVENANTS UNDER THE JOINT AGREEMENT – Member Charges.” Member Charges comprise Cascade’s principal source of Gross Revenue, as defined and described in “SECURITY FOR THE BONDS – Pledge Under the Bond Resolution.”

The Bonds are secured by a pledge of and lien on Net Revenue on a parity with the pledge and lien securing Cascade’s Water System Revenue Bonds, 2006 (the “2006 Bonds”), Water System Revenue Bonds, 2009A and Water System Revenue Bonds, 2009B (Taxable – Build America Bonds – Direct Payment) (together, the “2009 Bonds”), and Water System Revenue Bonds, 2012 (the “2012 Bonds”), outstanding as of June 1, 2014 in the aggregate principal amount of \$158,655,000. The Bonds, the 2006 Bonds, the 2009 Bonds, the 2012 Bonds and any bonds that Cascade may issue in the future secured by a pledge of and lien on Net Revenue on a parity with the pledge and lien securing the Bonds, the 2006 Bonds, the 2009 Bonds, and the 2012 Bonds (“Future Parity Bonds”), are referred to collectively as “Parity Bonds.”

Cascade is issuing the Bonds to pay a portion of the cost of refunding the callable portion of the outstanding 2006 Bonds to effect a debt service savings and to pay the costs of issuing and selling the Bonds. See “PURPOSE AND APPLICATION OF BOND PROCEEDS – Refunding Plan.”

DESCRIPTION OF THE BONDS

General

The Bonds will be dated their date of delivery, will be issued in denominations of \$5,000 or any integral multiple thereof within a single maturity, and will bear interest from their dated date (or the most recent date to which interest has been paid or duly provided for, whichever is later) at the rates per annum set forth on the inside cover page. Interest on the Bonds is payable semiannually on each January 1 and July 1, commencing January 1, 2015, until maturity or prior redemption. The Bonds will mature, subject to redemption prior to maturity, on the dates and in the amounts set forth on the inside cover page. Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Authorization

The Bonds are being issued pursuant to chapters 39.106, 39.46 and 39.53 RCW and Resolution No. 2014-07 adopted by the Board of Directors of Cascade (the “Board”) on July 23, 2014 (the “Bond Resolution”).

Registration and Payment

The Bonds are being issued only as fully registered bonds under a book-entry only system and will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”) in New York, New York, which is to act as initial securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of principal of and interest on the Bonds are to be made by the fiscal agent of the State,

currently The Bank of New York Mellon in Dallas, Texas (the “Bond Registrar”), to DTC, which is obligated to remit such payments to its participants for subsequent disbursement to beneficial owners. See Appendix C for a description of DTC and its book-entry system.

If the book-entry system of transfer for the Bonds is discontinued, Cascade is required to execute, and the Bond Registrar is required to deliver to the beneficial owners, Bond certificates in fully registered form. Thereafter, interest on the Bonds is to be paid by checks or drafts mailed by the Bond Registrar on the interest payment date to the Registered Owners at the addresses appearing on the Bond Register on the 15th day of the month preceding the interest payment date or, at the request of a Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer to an account in the United States designated in writing by that Registered Owner prior to the applicable record date. Principal of each Bond will be payable upon presentation and surrender of that Bond by the Registered Owner thereof to the Bond Registrar.

For so long as any Bonds are held in fully immobilized form, DTC, its nominee or any successor depository will be deemed to be the Registered Owner for all purposes under the Bond Resolution, and all references to Registered Owners will mean DTC or its nominee or any successor depository and will not mean the beneficial owners. Neither Cascade nor the Bond Registrar will have any responsibility or obligation to DTC participants or to the persons for whom DTC participants act as nominees with respect to the Bonds regarding accuracy of any records maintained by DTC or DTC participants of any amount in respect of principal of or interest on the Bonds, or any notice that is permitted or required to be given to Registered Owners under the Bond Resolution (except such notice as is required to be given by the Bond Registrar to DTC or its nominee).

Transfer and Exchange

So long as the Bonds are registered in the name of DTC or its nominee, beneficial ownership interests in the Bonds will be subject to transfer and exchange pursuant to the operational arrangements of DTC in effect from time to time, as described in Appendix C. During any period in which the Bonds are not registered in the name of DTC or its nominee or any successor depository, Bonds surrendered to the Bond Registrar may be exchanged for Bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer will be without cost to the Registered Owner or transferee, except that the Bond Registrar may make a charge to any Registered Owner requesting such exchange or transfer in the amount of any related tax or other governmental charge required to be paid. The Bond Registrar is not required to exchange or transfer any Bond after the giving of notice of calling the Bonds for redemption, in whole or in part.

Redemption Provisions

Optional Redemption. The Bonds maturing in the years 2017 through 2024, inclusive, are not subject to redemption prior to maturity. The Bonds maturing on or after January 1, 2025, are subject to redemption prior to their respective stated maturity dates, at the option of Cascade, from any source of available funds, as a whole or in part, in authorized denominations (within one or more maturities selected by Cascade and randomly within a maturity in such manner as the Bond Registrar determines), on any date on or after July 1, 2024, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption. Cascade may rescind any notice of optional redemption on or prior to the scheduled redemption date. See “Notice of Redemption” below.

Partial Redemption. Portions of the principal amount of any Bond, in integral amounts of \$5,000, may be redeemed. If fewer than all of the Bonds of a single maturity are to be redeemed, the Bond Registrar is to select the Bonds or portions thereof to be redeemed from the Bonds of that maturity by lot, or in such other manner as the Bond Registrar is to determine, except that, for so long as the Bonds are registered in the name of DTC or its nominee, DTC is to select the Bonds or portions thereof to be redeemed in accordance with the Letter of Representations.

Notice of Redemption

While the Bonds are held by DTC in book-entry only form, any notice of redemption will be given at the time, to the entity and in the manner required by DTC in accordance with the Letter of Representations, and the Bond Registrar is not required to give any other notice of redemption. If the Bonds cease to be in book-entry only form, unless waived by any Registered Owner of the Bonds to be redeemed, Cascade is to cause notice of any intended redemption of Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register at the time the Bond Registrar prepares the notice, and the requirements described in this sentence will be deemed to have been fulfilled when notice has been mailed as so provided, whether or not notice is actually received by that Registered Owner.

In the case of an optional redemption, the notice may state that Cascade retains the right to rescind that notice on or prior to the scheduled redemption date, and that notice and optional redemption will be of no effect to the extent that Cascade gives notice to the affected Registered Owners at any time on or prior to the scheduled redemption date that Cascade is

rescinding the redemption notice in whole or in part. Any Bonds subject to a rescinded notice of redemption will remain outstanding, and the rescission will not constitute an Event of Default.

Effect of Redemption

Interest on each Bond called for redemption will cease to accrue on the date fixed for redemption unless (a) that Bond is subject to a rescinded notice of redemption or (b) that Bond is not subject to a rescinded notice of redemption and is presented for payment pursuant to the call but is not redeemed by Cascade.

Purchase of Bonds

Cascade has reserved the right and option to purchase for cancellation any or all of the Bonds at any time at any price plus accrued interest to the date of purchase.

Cancellation of Bonds

All Bonds purchased for cancellation or redeemed are to be canceled.

Failure to Pay Bonds

If any Bond is not paid when properly presented at its maturity or redemption date, Cascade is obligated to pay interest on that Bond at the same rate provided in that Bond from and after its maturity or redemption date until that Bond, principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund. The Bonds are not subject to acceleration under any circumstances.

Refunding or Defeasance of the Bonds

If Cascade deposits irrevocably with an escrow agent money and/or noncallable Government Obligations which, together with the earnings thereon, are sufficient, without any reinvestment thereof, to pay the principal of any particular Bond or Bonds or portions thereof becoming due (the "Defeased Bonds"), together with all interest accruing thereon to the due date or redemption date, and pays or makes provision for payment of all fees, costs and expenses of that escrow agent due or to become due with respect to the Defeased Bonds, all liability of Cascade with respect to the Defeased Bonds will cease, the Defeased Bonds will be deemed not to be outstanding under the Bond Resolution and the Registered Owners of the Defeased Bonds will be restricted exclusively to the money or Government Obligations so deposited, together with any earnings thereon, for any claim of whatsoever nature with respect to the Defeased Bonds. The escrow agent is to hold that money, Government Obligations and earnings in trust exclusively for those Registered Owners and that money, Government Obligations and earnings is not to secure any other Parity Bonds under the Bond Resolution.

"Government Obligations" means those obligations described under the definition of government obligations in RCW 39.53.010(4), as it now reads or hereafter may be amended, and which are otherwise lawful investments for Cascade at the time of such investment. As currently defined in RCW 39.53.010(4), "government obligations" means (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and bank certificates of deposit secured by such obligations; (b) bonds, debentures, notes, participation certificates or other obligations issued by the banks for cooperatives, the Federal Intermediate Credit Bank, the Federal Home Loan Bank System, the Export-Import Bank of the United States, federal land banks or the Federal National Mortgage Association; (c) public housing bonds and project notes fully secured by contracts with the United States; and (d) obligations of financial institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, to the extent insured or guaranteed as permitted under any other provision of State law.

PURPOSE AND APPLICATION OF BOND PROCEEDS

Proceeds of the Bonds and other Cascade money will be used to advance refund the callable portion of the outstanding 2006 Bonds and to effect a debt service savings and to pay the costs of issuing and selling the Bonds.

Estimated Sources and Uses of Funds

The following table shows the estimated sources and uses of the Bond proceeds:

Sources of Funds	
Par Amount of the Bonds	\$29,220,000
Net Premium	4,396,430
Contribution from Common Reserve Account	814,845
Other Cascade Funds	<u>10,106,765</u>
Total Sources of Funds	\$44,538,040
Uses of Funds	
Deposit to Escrow Account	\$44,233,656
Costs of Issuance ⁽¹⁾	<u>304,384</u>
Total Uses of Funds	\$44,538,040

⁽¹⁾ *Costs of issuance include legal fees, financial advisor's fee, underwriting fee, rating agency fees, refunding trustee fee, escrow verification fee, and other costs incurred in connection with the issuance of the Bonds.*

Refunding Plan

Upon delivery of the Bonds, Cascade will enter into a Refunding Trust Agreement with U.S. Bank National Association, as Refunding Trustee, to provide for the advance refunding of all of the callable 2006 Bonds (the "Refunded Bonds"), which are set forth in the table below. The Refunding Trust Agreement creates an irrevocable trust fund to be held by the Refunding Trustee and to be applied solely to the payment of the Refunded Bonds. The net proceeds of the Bonds deposited with the Refunding Trustee will be invested, together with other money of Cascade, in noncallable direct obligations of the United States of America (the "Acquired Obligations") that will mature and bear interest at rates sufficient, together with cash held by the Refunding Trustee, to pay the interest on the Refunded Bonds when due up to and including September 1, 2016, and on September 1, 2016, to call, pay, and redeem all of the Refunded Bonds at a price of par.

The mathematical accuracy of the computations of the adequacy of the maturing principal amounts of and interest on the Acquired Obligations and beginning cash balance, if necessary, to be held by the Refunding Trustee to pay principal of and interest on the Refunded Bonds as described above, will be verified by The Arbitrage Group, Inc.

Refunded Bonds

Cascade Water Alliance Water System Revenue Bonds, 2006

Maturity Date	Principal Amount	Interest Rate	Redemption Date (at par)	CUSIP No. 14739H
9/1/2017	\$ 1,890,000	5.00%	9/1/2016	AN1
9/1/2018	1,980,000	5.00	9/1/2016	AP6
9/1/2019	2,080,000	5.00	9/1/2016	AQ4
9/1/2020	2,185,000	5.00	9/1/2016	AR2
9/1/2021	2,295,000	5.00	9/1/2016	AS0
9/1/2022	2,410,000	5.00	9/1/2016	AT8
9/1/2023	2,000,000	5.00	9/1/2016	AU5
9/1/2026	8,880,000	4.75	9/1/2016	AV3
9/1/2031	<u>16,860,000</u>	5.00	9/1/2016	AW1
Total	\$40,580,000			

SECURITY FOR THE BONDS

Pledge Under the Bond Resolution

The Bonds are payable from and secured by a pledge of Cascade's Net Revenue and all money and investments held by Cascade in its water system revenue bond fund (the "Bond Fund"), its rate stabilization fund, its RCFC Fund into which regional capital facilities charges ("RCFCs") are deposited, and its construction fund (except money and investments held

in a separate fund or account created for the purpose of compliance with rebate requirements under the Internal Revenue Code of 1986, as amended (the “Code”). This pledge of Net Revenue constitutes a charge upon the Net Revenue superior to any other charges whatsoever and on a parity with the pledge of and lien on Net Revenue securing the Parity Bonds, payments to be made under certain interest rate management agreements related to Parity Bonds (“Payment Agreement Payments”) that may be entered into in the future and all payments required to be made into the Reserve Accounts under any resolution authorizing the issuance of Parity Bonds (each, a “Parity Bond Authorizing Resolution”), in each case subject to specific conditions.

The Bond Resolution provides that the Parity Bonds are payable solely from Net Revenue and from the funds expressly set forth in the Bond Resolution. The Parity Bonds are not general obligations of Cascade, and Cascade has no taxing power. The Bond Resolution does not pledge to the payment of the Parity Bonds the full faith and credit or taxing power of any Member. No Member is responsible for payment of the Parity Bonds except as set forth in the Joint Agreement.

“Net Revenue” for any fiscal year (or other designated twelve-month period) means the Gross Revenue for that fiscal year (or other designated twelve-month period) less Operations and Maintenance Costs for that fiscal year (or other designated twelve-month period). In calculating Net Revenue, Cascade is not to take into account any non-cash gains or losses with respect to any real or personal property, investment or agreement that it may be required to recognize under generally accepted accounting principles, such as unrealized mark-to-market gains and losses.

“Gross Revenue” means all of the earnings and revenues received by Cascade from any source whatsoever, including but not limited to: (i) Member Charges; (ii) revenues from the sale, lease or furnishing of other commodities, services, properties or facilities; (iii) the receipt of earnings from the investment of money in any maintenance fund or similar fund; (iv) federal credit payments received by Cascade in respect of the 2009B Bonds; and (v) withdrawals from the Rate Stabilization Fund. Member Charges include all payments that Members are required by the Joint Agreement to make to Cascade, including but not limited to all rates and charges, RCFCs, dues, assessments and other payments from Members. See “MEMBER COVENANTS UNDER THE JOINT AGREEMENT – Member Charges.” Gross Revenue does not include: (i) principal proceeds of Parity Bonds or any other borrowings, or earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund obligations relating to the System (until commingled with other earnings and revenues included in the Gross Revenue) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; (ii) income and revenue which may not legally be pledged for revenue bond debt service; (iii) improvement district assessments; (iv) federal or state grants allocated to capital projects; (v) payments under bond insurance or other credit enhancement policy or device; (vi) insurance or condemnation proceeds used for the replacement of capital projects or equipment; (vii) earnings in any construction fund or bond redemption fund; (viii) deposits to the Rate Stabilization Fund; or (ix) any revenues generated by any Member’s Water Supply Assets that are not part of the System, except those amounts that are payable to Cascade pursuant to the Joint Agreement or another interlocal agreement. “Water Supply Assets” are defined in the Joint Agreement as tangible and intangible assets usable in connection with the provision of water supply, including real property, physical facilities, water rights, capacity and/or contractual rights in facilities or resources owned by other entities and investments in conservation programs and facilities.

“Operations and Maintenance Costs” means all expenses incurred by Cascade to operate and maintain the System in good repair, working order and condition, including payments made to any other public or private entity for water or other utility service. Operations and Maintenance Costs do not include any depreciation, capital additions or capital replacements to the System.

The Bonds are additionally secured by the Common Reserve Account in the Bond Fund held by Cascade. See “SECURITY FOR THE BONDS – Bond Fund – *Common Reserve Account*.”

The Bonds will not be secured by a mortgage, deed of trust or other security interest in any of Cascade’s physical assets. The Bonds do not constitute a debt, liability or obligation of the State or any political subdivision thereof, nor the contracting of indebtedness or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof. The Bonds are payable solely from Cascade’s Net Revenue and money and investments held by Cascade in certain funds and are not secured by a pledge of the full faith and credit or taxing power of any Member or the revenue, assets or funds of any Member and are not payable from the revenue, assets or funds of any Member, except as expressly provided in the Joint Agreement and the Bond Resolution. The Bonds are not obligations of King County, the State or of any of the Members. The Bonds are not general obligations of Cascade. Cascade has no taxing power.

The Joint Agreement

Under the Joint Agreement, the Members have made certain covenants, including covenants regarding payment of Member Charges, step up provisions, the binding nature of Member obligations, Member disputes, Member withdrawal, disincorporation of Cascade, preservation of tax exemption for interest on tax-exempt Parity Bonds, Parity Bond owner reliance, and sale of water to non-Members. See “MEMBER COVENANTS UNDER THE JOINT AGREEMENT.”

Flow of Funds

Gross Revenue of Cascade may be used for the following purposes only and is to be applied in the following order of priority:

- (a) To pay when due the Operations and Maintenance Costs;
- (b) To make when due all payments required to be made into the Debt Service Account in respect of interest on Parity Bonds and Payment Agreement Payments;
- (c) To make when due all payments required to be made into the Debt Service Account in respect of principal of and premium, if any, on Parity Bonds, whether at maturity or pursuant to prior redemption, and to make payments due under any reimbursement agreement with a Bond Insurer that requires those payments to be made on a parity with the Parity Bonds;
- (d) To make when due all payments required to be made into the Reserve Accounts, all payments required to be made under any agreement relating to the provision of Reserve Insurance, and all payments required to be made under any reimbursement agreement with a Reserve Insurance provider that requires those payments to be made on a parity with the payments required to be made into the Reserve Accounts;
- (e) To make when due all payments required to be made under any reimbursement agreement with a Bond Insurer other than payments to be made on a parity with the Parity Bonds, and all payments required to be made under any reimbursement agreement with a Reserve Insurance provider other than payments to be made on a parity with the payments required to be made into the Reserve Accounts, in any priority not inconsistent with any Parity Bond Authorizing Resolution that Cascade may establish by resolution;
- (f) To make when due all payments required to be made into any revenue bond, note, warrant or other revenue obligation redemption fund, debt service account or reserve account created to pay or to secure the payment of any revenue bonds, notes, warrants or other obligations of Cascade having a charge upon the Net Revenue junior and inferior to the charge thereon for the payment of the principal of and premium, if any, and interest on Parity Bonds, all payments to be made under Payment Agreements, and any payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution, in any priority not inconsistent with any Parity Bond Authorizing Resolution that Cascade may establish by resolution; and
- (g) For any other lawful System purposes, in any priority not inconsistent with any Parity Bond Authorizing Resolution that Cascade may establish by resolution.

Cascade may transfer any money from any funds or accounts of the System legally available therefor, except money irrevocably deposited in redemption, retirement or defeasance trust accounts for Parity Bonds, to meet the required payments to be made into the Bond Fund.

Rate Covenant

Cascade has covenanted, for so long as any Parity Bonds are outstanding, to establish, maintain and collect Member Charges consistent with the Joint Agreement so that:

- (a) The Gross Revenue in each fiscal year will be sufficient to pay when due (i) all Operations and Maintenance Costs for that fiscal year, (ii) all amounts that Cascade is obligated to pay into the Bond Fund and the accounts therein for that fiscal year, (iii) all taxes, assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof for that fiscal year and (iv) any and all other amounts that Cascade is obligated to pay from the Gross Revenue by law or contract in that fiscal year; and
- (b) The Coverage Requirement will be satisfied in each fiscal year.

“Coverage Requirement” in any fiscal year (or other designated twelve-month period) means that Net Revenue in that fiscal year (or other designated twelve-month period) minus RCFCs received in that year (or other designated twelve-month period) plus amounts on deposit in the Debt Service Account on the last business day prior to the commencement of that fiscal year (or other designated twelve-month period) is at least equal to the Annual Debt Service on all outstanding Parity Bonds and the amount, if any, required to be deposited in any Reserve Account in that fiscal year (or other designated twelve-month period).

Cascade has covenanted that, consistent with its obligations under the Joint Agreement, and except as may be required under the provisions of any federal or State statute, regulation or license, Cascade will not furnish or supply or permit the furnishing or supplying of any service or facility in connection with the operation of the System free of charge to any person, firm or corporation, public or private.

Covenant to Enforce the Joint Agreement

Cascade has covenanted in the Bond Resolution to enforce the provisions of the Joint Agreement, including the provisions providing for payment of Member Charges, the step up provisions and provisions requiring any withdrawing Member to continue payment of its allocable share of debt service on the Parity Bonds as a “then-existing obligation of Cascade.” Cascade is not permitted to waive any right or to fail to declare any default under or in connection with the Joint Agreement that would reduce the payments or extend the dates for payments to Cascade provided therein or would materially adversely affect the security of the Registered Owners of any Parity Bonds then outstanding.

Certain Additional Covenants

In the Bond Resolution, Cascade has also made covenants and agreements relating to operation and maintenance of the System; sale, transfer or disposition of the System; liens upon the Net Revenue; maintenance of books and accounts; maintenance of insurance; and application of condemnation awards and insurance proceeds. See Appendix B – Form of Bond Resolution, Section 17.

Bond Fund

Cascade has established the Bond Fund, and within the Bond Fund, the Debt Service Account, the Common Reserve Account and the 2009 Reserve Account. The Common Reserve Account, the 2009 Reserve Account and any reserve account created to secure Future Parity Bonds are collectively referred to as the “Reserve Accounts.”

So long as any Parity Bonds are outstanding, Cascade has agreed to set aside and to pay into the Bond Fund out of the Net Revenue certain fixed amounts without regard to any proportion, as follows:

Debt Service Account. On the first business day of each month, an amount equal to 1/6th of the interest on the outstanding Bonds to become due and payable on the next interest payment date and 1/12th of the principal on the outstanding Bonds to become due and payable on the next principal payment date for the Bonds, except that the monthly deposits with respect to any payment date may be reduced to the extent the amount on deposit in the Debt Service Account and available to be used therefor is sufficient to make that payment on that payment date.

Reserve Accounts. Except as otherwise expressly provided in the Bond Resolution, the amount necessary to make the balance in the Reserve Accounts equal to the Reserve Requirement.

The Bond Resolution provides that the fixed amounts described above are to be a lien and charge against Net Revenue.

Reserve Requirement. The Common Reserve Account established for the 2006 Bonds, the 2012 Bonds and the Bonds and the 2009 Reserve Account established for the 2009 Bonds are separate Reserve Accounts. **The Bonds are not secured by the 2009 Reserve Account.** See “*Common Reserve Account*” below. “Reserve Requirement” means, as of any date of calculation, with respect to Parity Bonds secured by the Common Reserve Account, the lesser of Maximum Annual Debt Service on outstanding Parity Bonds secured by the Common Reserve Account or 125 percent of Average Annual Debt Service on outstanding Parity Bonds secured by the Common Reserve Account, but at no time shall the Reserve Requirement for Parity Bonds secured by the Common Reserve Account exceed 10 percent of the original proceeds of the Parity Bonds secured by the Common Reserve Account. For any issue of Future Parity Bonds, Cascade may establish a separate reserve requirement for that issue and any related Payment Agreement Payments, to be held in a separate account in the Bond Fund. That special account will secure that issue of Future Parity Bonds and those Payment Agreement Payments, and that issue of Future Parity Bonds and those Payment Agreement Payments will not have any claim on or to the money or Reserve Insurance in the Common Reserve Account that provides for the Reserve Requirement on the Bonds.

Common Reserve Account. The payment of principal of and interest on the Bonds when due will be secured by the Common Reserve Account. On the date of delivery of the Bonds, Cascade expects to withdraw funds from the Common Reserve Account so that the amount on deposit therein will equal \$5,947,305, the Reserve Requirement for the 2006 Bonds, the 2012 Bonds and the Bonds. See “PURPOSE AND APPLICATION OF BOND PROCEEDS – Estimated Sources and Uses of Funds.”

The Bond Resolution provides that, in the event there is a deficiency in the Debt Service Account that prevents making any payment secured by the Common Reserve Account, that deficiency is to be made up from the Common Reserve Account, first, by the withdrawal of cash therefrom, second, from the proceeds of the sale of investments held therein, and third, from pro rata draws under each Reserve Insurance, if any. Any deficiency created in the Common Reserve Account by reason of any such withdrawal is to be made up from Net Revenue first available after making necessary provisions for the required payments into the Debt Service Account, first, to reinstate each Reserve Insurance, pro rata, and second, to make up any remaining deficiency. The money in the Common Reserve Account may be applied against the last outstanding Parity Bonds secured by the Common Reserve Account. If the Reserve Requirement for the Parity Bonds secured by the Common Reserve Account is fully provided for, any money in excess of the Reserve Requirement for the Parity Bonds secured by the Common Reserve Account may be withdrawn and deposited consistent with the Bond Resolution. See Appendix B – Form of Bond Resolution, Section 13.

Cascade has reserved the right to provide for all or any part of the Reserve Requirement through Reserve Insurance. See Appendix B – Form of Bond Resolution, Section 13. The Reserve Requirement for the 2009 Reserve Account has been provided with proceeds of the 2009 Bonds, and the Reserve Requirement for the Common Reserve Account has been provided with proceeds of the 2006 Bonds and the 2012 Bonds.

RCFC Fund

Cascade has established the RCFC Fund for the deposit of RCFCs each year. RCFCs are paid to Cascade by each Member for each new equivalent residential unit connected to its water distribution system, and are intended to allocate growth costs to those Members that require capacity increases due to growth in customer demand. The RCFC Fund is pledged to the payment of the Parity Bonds. The balance in the RCFC Fund as of April 30, 2014 was \$4,844,341.

Rate Stabilization Fund

Cascade has established a Rate Stabilization Fund. The Bond Resolution provides that Cascade may at any time, as determined by Cascade and consistent with the Bond Resolution, deposit Gross Revenue other than RCFCs in the Rate Stabilization Fund. Cascade may at any time withdraw any or all of the money from the Rate Stabilization Fund for inclusion in the Gross Revenue and disbursement consistent with “Flow of Funds” above. If a deposit or withdrawal is made within 90 days after the end of a fiscal year, Cascade may specify that the deposit or withdrawal is to be allocated to the prior fiscal year rather than to that fiscal year. Deposits to the Rate Stabilization Fund are excluded from the definition of “Gross Revenue” and are not to be treated as Gross Revenue until withdrawn from the Rate Stabilization Fund. No deposit of Gross Revenue may be made into the Rate Stabilization Fund to the extent that such deposit would prevent Cascade from satisfying the Coverage Requirement in any fiscal year.

The balance in the Rate Stabilization Fund as of April 30, 2014 was \$2,762,748.

Future Parity Bonds and Payment Agreements

Cascade may issue Future Parity Bonds and enter into Payment Agreements only for lawful System purposes and only if the conditions set forth in the Bond Resolution, and summarized below, are met and complied with at the time of the issuance of those Future Parity Bonds or entry into that Payment Agreement. Cascade does not have authority to issue bonds with a pledge of or lien on Net Revenue superior to the pledge of and lien on Net Revenue securing the Bonds. Under current State law, Cascade does not have express authority to enter into Payment Agreements. Cascade may or may not gain such legal authority in the future. The following are conditions to the issuance of Future Parity Bonds:

- (a) There is no deficiency in the Bond Fund;
- (b) Except in the case of Future Parity Bonds being issued for the sole purpose of providing for the costs of refunding Parity Bonds for which no coverage certification is required by the Bond Resolution, no Event of Default, nor any event or condition which with notice and/or the passage of time would constitute an Event of Default, has occurred and is continuing, nor may the issuance of those Future Parity Bonds or the entry into that Payment Agreement, in and of itself, cause an Event of Default or any event or condition which with notice and/or the passage of time would constitute an Event of Default;
- (c) The Parity Bond Authorizing Resolution must provide for the payment of the principal of and interest on those Future Parity Bonds or Payment Agreement Payments out of the Bond Fund;
- (d) Unless a separate reserve is provided for in accordance with the Bond Resolution, the Parity Bond Authorizing Resolution must provide for the deposit into the Common Reserve Account or 2009 Reserve Account of any combination of Future Parity Bond proceeds, Reserve Insurance, or other money legally available, in the amount, if any, necessary to make the amount on deposit in such Reserve Account equal to the Reserve Requirement for Parity Bonds secured by such Reserve Account, upon the issuance of those Future Parity Bonds; and
- (e) There must be on file with Cascade a certificate of the Chief Executive Officer or an Independent Consulting Engineer, as the case may be, demonstrating compliance with the coverage requirements of the Bond Resolution. The certificate may take into account certain adjustments, as set forth in the Bond Resolution. See Appendix B – Form of Bond Resolution, Section 19.

In demonstrating compliance with the coverage requirements of the Bond Resolution relating to the issuance of Future Parity Bonds, “Gross Revenue” excludes federal credit payments received by Cascade in respect of the 2009B Bonds.

If the Future Parity Bonds are for the sole purpose of refunding Parity Bonds (including costs of issuance and providing for the Reserve Requirement), no certificate is required under the Bond Resolution if, as a result of the issuance of those Future Parity Bonds, (a) the various annual maturities of the refunding Future Parity Bonds will not extend more than a year longer than the Parity Bonds being refunded and (b) the Annual Debt Service on all outstanding Parity Bonds will not increase more than \$5,000 in any fiscal year in which the Parity Bonds to be refunded were scheduled to remain outstanding.

Cascade is issuing the Bonds to effect a debt service savings, and does not expect that any such certificate will be required under the Bond Resolution.

Nothing in the Bond Resolution prevents Cascade from issuing (a) Future Parity Bonds to refund maturing Parity Bonds, money for the payment of which is not otherwise available, or (b) revenue bonds that are a charge upon the Gross Revenue subordinate to the charge for the payment of the principal of and premium, if any, and interest on the Parity Bonds, all payments to be made under Payment Agreements and all payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution, and then only if the remedy of acceleration is expressly denied to the owners of those subordinate bonds under all circumstances.

Events of Default and Remedies; No Acceleration

Neither a Registered Owner nor any Bond Owners' Trustee has the right under the Bond Resolution to accelerate the payment of debt service on the Bonds upon the occurrence of an Event of Default. Cascade is liable for principal and interest payments only as they become due, and the Registered Owners would be required to seek a separate judgment for each payment, if any, not made. Any such action for money damages would be subject to any limitations on legal claims and remedies against public bodies under State law. Amounts recovered would be applied to unpaid installments of interest prior to being applied to unpaid principal and premium, if any, which had become due. The Bond Resolution defines certain "Events of Default" and provides for certain remedies following the occurrence of an Event of Default. See Appendix B – Form of Bond Resolution, Section 26.

Amendments to the Bond Resolution and the Joint Agreement

The Bond Resolution may not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of the Bond Resolution. Cascade has reserved the right to make certain amendments to the Bond Resolution without the consent of or notice to the Registered Owners, subject to certain conditions. The conditions include delivery to Cascade and the Bond Registrar of an opinion of Bond Counsel stating that the supplemental resolution is authorized or permitted by the Bond Resolution and, upon the execution and delivery thereof, will be valid and binding upon Cascade in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or materially adversely affect the security of the Registered Owner of any Parity Bond then outstanding. See Appendix B – Form of Bond Resolution, Section 24.

Cascade has covenanted in the Bond Resolution that it will not permit the Joint Agreement to be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as consistent with and subject to the provisions of the Bond Resolution. Cascade may amend the Joint Agreement without the consent of or notice to the Registered Owners for certain purposes, subject to certain conditions. The conditions include delivery to Cascade and the Bond Registrar of an opinion of Bond Counsel, stating that the amendment is authorized or permitted by the Bond Resolution and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. Cascade has further agreed that it will not amend provisions of the Joint Agreement that eliminate or materially diminish certain obligations of the Members, without the prior written consent of each Registered Owner of each Parity Bond at the time outstanding, See Appendix B – Form of Bond Resolution, Section 25.

MEMBER COVENANTS UNDER THE JOINT AGREEMENT

The following describes certain Member covenants and certain other provisions under the Joint Agreement.

Covenants Relating to Member Charges

Each Member has irrevocably covenanted in the Joint Agreement to establish, maintain and collect rates, fees or other charges for water and other services, facilities and commodities related to the water supply it receives from Cascade and/or its water utility at levels adequate to provide revenues sufficient to enable the Member to: (i) make the payments required to be made under the Joint Agreement; and (ii) pay or provide for payment of all other charges and obligations payable from or constituting a charge or lien upon that revenue.

Pursuant to the Joint Agreement, if, in connection with the issuance of obligations, any Member establishes a new lien position on revenues relating to its water utility, that Member is required to covenant in the relevant documents that the Member Charges will be treated: (i) as part of that Member's internal operation and maintenance costs payable prior to debt service on those obligations; and/or (ii) for any portion of those Member Charges that is allocable to capital costs, as a contract resource obligation payable prior to debt service on those obligations. If any Member has existing revenue obligations relating to its water utility with covenants inconsistent with those described in this paragraph, the Member is obligated to include similar covenants in the documents relating to any new parity obligations, to take effect upon payment of those existing obligations.

Binding Nature of Member Obligation

Each Member is obligated under the Joint Agreement to pay the Member Charges imposed on it whether or not the projects to be financed through the issuance of bonds are completed, operable or operating, and notwithstanding the suspension, interruption, interference, reduction or curtailment in the operation of any Water Supply Assets for any reason whatsoever, in whole or in part. The Joint Agreement provides that Member Charges are not subject to any reduction, whether by offset or otherwise (except for permitted credits against future Member Charges as provided in the Joint Agreement), and are not to be conditioned upon the performance or nonperformance of any Member, or of any entity under the Joint Agreement or any other agreement or instrument.

Member Step Up Provisions

The Joint Agreement provides that if any Member fails to pay any Member Charges in full for more than 50 days past the due date, Cascade is required to make written demand upon that Member to make payment in full within 10 days of the date that the written demand is sent by Cascade. If the failure to pay is not cured within the 10-day period, the Member shall be deemed to be in default. In this event, the other Members are required to pay Cascade (in addition to Member Charges otherwise due) the defaulting Member's Member Charges in proportion to each remaining Members' Demand Share, in accordance with a schedule established by resolution of the Board. See "THE MEMBERS – Demand Shares." The payment of a proportionate share of the existing defaulted Member's Member Charges by Members does not relieve the defaulting Member of its liability for those payments.

Member Disputes

Under the Joint Agreement, if any Member disputes all or any portion of an invoice from Cascade, it is required to notify Cascade immediately upon receipt. If Cascade does not concur, the Member is required to remit payment of the invoice in full, accompanied by written notice to Cascade indicating the portions of the invoice that the Member disputes and the reasons for the dispute. The Member and Cascade are required to make a good faith effort to resolve any such dispute.

Member Withdrawal

A Member may notify Cascade of its intent to withdraw by delivery to Cascade of a resolution of its legislative authority. Upon receipt of the resolution, Cascade's Board is required to determine the withdrawing Member's allocable share of the cost of the then-existing obligations of Cascade (including Cascade's debt service obligations, contract obligations and cash financed capital projects, but not including obligations for future expenses for which Cascade has not incurred a legal obligation) and the Member's obligations to Cascade. The Member's withdrawal is to be effective upon payment, or provision for payment, of the costs, and the withdrawing Member will no longer have any rights to service or supply from Cascade. Under the Joint Agreement, a withdrawing Member is responsible for its allocable share of then-existing obligations of Cascade, including the Bonds outstanding at that time, and any of the Member obligations under the step up provisions.

Disincorporation of Cascade

Cascade may be disincorporated by a 65 percent Dual Majority Vote of the Members. Upon Cascade's disincorporation, all Members are responsible for their allocable share of then-existing obligations of Cascade, including the Parity Bonds outstanding at that time, and any of the Member's obligations under the step up provisions. A 65 percent Dual Majority Vote means Board approval of a proposal on the basis of a 65 percent supermajority of all Members (not just those present and voting), allowing one vote per Member, together with a 65 percent supermajority of all Members (not just those present and voting) on the basis of each Member's Demand Share (with no Member having a vote of less than one). The Joint Agreement provides that upon disincorporation, except as provided in an agreement between Cascade and a Member by which the Member transfers title to Water Supply Assets to Cascade, with or without monetary consideration, to be operated and maintained as part of the System, Cascade's assets initially shall be held by its then current Members as tenants in common. Each Member's ownership interest will be based on that Member's Demand Share as of the time of the disincorporation. Cascade's liabilities (including bonds and other contractual obligations) initially are to be distributed based on Members' Demand Shares as of the time of the disincorporation. Assets and liabilities must be distributed in accordance with agreement or contract, under a voluntary mediation process, or by a court of law. Distribution is to be based on the best interests of efficient and economic water supply in the entire area served by the Members, subject to a rebuttable presumption that Water Supply Assets will be returned to the Member that originally transferred them to Cascade. That presumption may be overcome by a showing that another asset distribution is in the best interests of efficient and economic water supply. The proceeds of any sale of assets must be distributed among the then current Members based on the Demand Shares at the time of disincorporation.

Preservation of Tax Exemption for Interest on Tax-Exempt Bonds

Each Member has covenanted that it will take all actions necessary to prevent interest on tax-exempt bonds issued by or on behalf of Cascade from being included in gross income for federal income tax purposes and that it will neither take any action nor make or permit any use of proceeds of tax-exempt bonds issued by or on behalf of Cascade or other funds

treated as proceeds of those bonds at any time during the term of those bonds that will cause interest on those bonds to be included in gross income for federal income tax purposes.

Member Charges

The Members have agreed in the Joint Agreement to pay Member Charges, which include but are not limited to all rates and charges, RCFCs, dues, assessments and other payments from Members. Certain components of Member Charges are described below.

Rates and Charges. The Board sets rates and charges for delivery of water (called “Demand Share Charges”) according to a Rate Calculation Methodology adopted by the Board in accordance with the Joint Agreement. The Rate Calculation Methodology provides for the definition and calculation of Demand Shares and for a uniform price structure with a commodity charge and fixed charges allocated by Demand Share. Cascade’s Demand Share Charge for 2014 is \$307,472 per Demand Share percentage.

Regional Capital Facilities Charge. Each Member is required to pay RCFCs to Cascade for each new equivalent residential unit connected to that Member’s water distribution system. RCFCs are intended to allocate growth costs to those Members that require capacity increases due to growth in customer demand. Any new Member with adequate water supply is required to begin paying RCFCs fifteen years prior to the date that its own supply is expected to be insufficient. Members that lose their independent supply are required to pay an amount equal to the RCFCs allocable to the number of equivalent residential units that can be served by the replacement supply to be provided by Cascade. The RCFC for 2014 is set at \$6,005 per new Cascade equivalent residential unit (“CERU”).

Administrative Dues. Each Member is required to pay annual dues to defray part of Cascade’s administrative costs, based upon the number of equivalent residential units served by that Member’s water system, regardless of water usage or capacity, and whether or not those units are served by water from Cascade. Total dues collected from the Members in any year may not exceed 9 percent of Cascade’s annual revenue requirement. Dues for 2014 are assessed at the rate of \$18.53 per CERU.

Conservation Program Charge. A conservation program charge is assessed to each Member at a rate of \$5.27 per CERU. A Member that does not have a supply commitment from Cascade or a Member with a supply commitment but not subject to payment of RCFCs pays 70 percent of the conservation program charge.

Sale of Water to Non-Members

Cascade may sell water to a non-Member under terms and conditions established by a 65 percent Dual Majority Vote of the Board. The terms and conditions may not be more favorable than the terms and conditions under which water is sold to Members. Revenue received from the sale of water to non-Members is to be used to offset or reduce rates and charges to Members to the extent practicable, except that such revenue need not be treated as reducing or offsetting those amounts that are necessary for the payment of debt service on Parity Bonds and for the provision of reserve and coverage requirements for the Parity Bonds. Unless approved by the Board, no Member may sell water supplied by Cascade (or the Member’s water that is offset by water supplied by Cascade) to a non-Member, except to the extent required by a contract in effect as of the date the Member joins Cascade.

Bond Owner Reliance

Each Member has acknowledged in the Joint Agreement that the covenants described under “MEMBER COVENANTS UNDER THE JOINT AGREEMENT” may be relied upon by Parity Bond owners. Each Member has approved the Joint Agreement by resolution, motion or ordinance of its legislative authority.

CASCADE DEBT

Scheduled Debt Service on Parity Bonds

The scheduled annual debt service requirements for the Parity Bonds, shown on the basis of a fiscal year ending December 31, are set forth in the following table.

Scheduled Debt Service Requirements

	Outstanding Parity Bonds ⁽¹⁾				The Bonds		Total Debt Service
	Principal	Interest ⁽³⁾	Federal Credit Payments ⁽⁴⁾	Total	Principal	Interest	
2014 ⁽²⁾	\$ 4,990,000	\$ 7,940,605	\$ (1,156,761)	\$ 11,773,845	\$ -	\$ -	\$11,773,845
2015	5,125,000	5,744,612	(1,133,182)	9,736,429	-	1,102,021	10,838,450
2016	5,375,000	5,492,387	(1,133,182)	9,734,204	-	1,331,300	11,065,504
2017	3,750,000	5,222,387	(1,133,182)	7,839,204	1,655,000	1,298,200	10,792,404
2018	3,880,000	5,054,247	(1,096,800)	7,837,447	1,725,000	1,221,975	10,784,422
2019	4,015,000	4,873,817	(1,057,359)	7,831,457	1,815,000	1,133,475	10,779,932
2020	4,160,000	4,684,245	(1,015,924)	7,828,321	1,910,000	1,040,350	10,778,671
2021	4,310,000	4,480,005	(970,699)	7,819,306	2,010,000	942,350	10,771,656
2022	4,480,000	4,261,325	(921,839)	7,819,486	2,110,000	839,350	10,768,836
2023	4,650,000	4,030,400	(870,139)	7,810,261	2,220,000	731,100	10,761,361
2024	4,830,000	3,801,438	(815,212)	7,816,226	2,335,000	617,225	10,768,451
2025	4,995,000	3,568,286	(816,073)	7,747,213	2,450,000	497,600	10,694,813
2026	5,180,000	3,315,598	(750,312)	7,745,286	2,580,000	371,850	10,697,136
2027	5,375,000	3,049,983	(680,901)	7,744,081	2,695,000	253,450	10,692,531
2028	5,580,000	2,772,534	(608,294)	7,744,239	2,810,000	143,350	10,697,589
2029	5,785,000	2,484,633	(533,009)	7,736,624	2,905,000	43,575	10,685,199
2030	6,005,000	2,186,181	(455,046)	7,736,135	-	-	7,736,135
2031	6,245,000	1,866,670	(370,797)	7,740,873	-	-	7,740,873
2032	6,485,000	1,534,509	(283,241)	7,736,268	-	-	7,736,268
2033	6,735,000	1,189,696	(192,376)	7,732,320	-	-	7,732,320
2034	7,000,000	831,442	(97,997)	7,733,445	-	-	7,733,445
2035	2,350,000	447,500	-	2,797,500	-	-	2,797,500
2036	2,465,000	327,125	-	2,792,125	-	-	2,792,125
2037	2,590,000	200,750	-	2,790,750	-	-	2,790,750
2038	2,720,000	68,000	-	2,788,000	-	-	2,788,000
Total	\$119,075,000	\$79,428,374	\$(16,092,326)	\$171,242,673	\$29,220,000	\$11,567,170	\$223,198,220

⁽¹⁾ Excludes the Refunded Bonds.

⁽²⁾ Includes payments made to date by Cascade.

⁽³⁾ Reflects interest prior to the application of the federal credit payments relating the 2009B Bonds.

⁽⁴⁾ On March 1, 2013, the sequestration provisions of the Budget Control Act of 2011, as amended ("Sequestration"), went into effect. Federal credit payments on the 2009 Bonds are scheduled to be reduced by approximately 7.2 percent overall for the federal fiscal year 2014 (ending September 30, 2014). Sequestration was originally in effect through federal fiscal year 2021 and has subsequently been extended through federal fiscal year 2024. Federal Credit Payment amounts shown above have been reduced by 7.2 percent for the years 2014 through 2024, inclusive.

Outstanding Debt

Cascade's Outstanding Parity Bonds as of June 1, 2014, excluding the Refunded Bonds, are set forth below.

Name of Issue	Outstanding Principal	Final Scheduled Maturity Date
Water System Revenue Bonds, Series 2006 ⁽¹⁾	\$ 5,140,000	9/1/2016
Water System Revenue Bonds, Series 2009A	4,940,000	9/1/2016
Water System Revenue Bonds, Series 2009B (Taxable – Build America Bonds – Direct Payment)	66,300,000	9/1/2034
Water System Revenue Bonds, 2012	<u>41,695,000</u>	1/1/2038
Total Outstanding Parity Bonds	\$118,075,000	

⁽¹⁾ Excludes the Refunded Bonds.

Cascade has one outstanding Public Works Trust Fund Loan from the State, which represents an obligation that is subordinate to the Parity Bonds and is not subject to acceleration. The loan was in the original amount of \$750,000 with an interest rate of 0.5 percent and had a balance as of December 31, 2013 of \$473,685, with a final maturity date of July 1, 2025.

Additional Borrowing

Cascade does not anticipate issuing additional Parity Bonds during the next three years. Cascade periodically reviews its outstanding bonds for refunding opportunities and may issue bonds for refunding purposes if market conditions warrant.

CASCADE WATER ALLIANCE

General

Cascade is a joint municipal utility services authority organized under the laws of the State, as authorized by chapter 39.106 RCW and a Joint Municipal Utilities Services Agreement entered into by the Members dated March 28, 2012 (the "Joint Agreement"). Cascade was formed to provide wholesale water supply to meet the water supply needs of the Members. Cascade's current service area is non-contiguous and is an aggregate of the water service areas of its seven current Members, all of which are located in King County. The current Members are the cities of Bellevue, Issaquah, Kirkland, Redmond and Tukwila, Sammamish Plateau Water and Sewer District and Skyway Water and Sewer District. See "THE MEMBERS," herein. Cascade serves solely as a regional water supplier to the Members, which are owners of independent water systems.

Cascade was initially formed in 1999 as a nonprofit corporation under the terms of an interlocal agreement on April 1, 1999, as amended and restated on December 15, 2004 (the "Interlocal Agreement"). The Interlocal Agreement contained provisions to allow Cascade to convert to a joint operating agency or other municipal corporation if permitted under State law. The State Legislature in 2011 enacted legislation, codified as chapter 39.106 RCW, which provided Cascade authority to convert to a joint municipal utility services authority, if certain conditions could be met, and conditioned upon all rights and obligations of the former nonprofit corporation transferring to the new entity. Based on compliance with the requirements of chapter 39.106 RCW, the Members agreed to such conversion by Resolution No. 2012-06.

Among other things, the Joint Agreement establishes the membership, purpose and powers of Cascade; sets forth the organizational structure, powers, committees and voting rights for its Board; outlines agreements for budgeting dues and financial management of Cascade; provides for asset development, supply commitment and financing; establishes a method of determining and assessing Member Charges; and addresses issues relating to disincorporation, withdrawal by Members and amendments. Each Member has approved the Joint Agreement by resolution, motion or ordinance of its legislative authority.

From time to time, Cascade has discussions with other municipalities about the potential for membership in Cascade. Covington Water District, one of the original Members of Cascade, withdrew from Cascade in December 2012 after making a payment of approximately \$6 million. Throughout its membership in Cascade, Covington Water District was assigned no Demand Shares and contributed approximately one percent of Gross Revenues in each Cascade fiscal year. See "THE MEMBERS." Cascade's Board and management are not aware of any municipalities currently intending to request membership or of any other Members intending to withdraw from Cascade.

Cascade Purposes

Cascade serves as a regional wholesale water supplier to the Members, which own independent water systems. Members of Cascade either have no independent water supply or have limited independent water supply to serve the needs of their customers, and therefore have relied on a variety of water supply sources to provide water to customers. Each Member delivers water to its customers through its own distribution system. Prior to formation of Cascade, Members relied

primarily on their own independent water supplies (if any), wholesale water purchased from non-Member water utilities including the city of Seattle (“Seattle”) and the city of Renton, and a limited amount of reclaimed water. The Members formed Cascade to enhance their ability to supply water to their respective service areas and the region by developing, owning and operating regional water supply and transmission assets. Cascade does not provide water directly to the public and does not plan to own or operate retail distribution facilities.

The Joint Agreement limits Cascade’s purposes to those related to water resources, specifically to: (i) provide a safe, reliable and high quality drinking water supply to meet the current and projected demands of the Members, and for non-Members as determined by Cascade, and to carry out this task in a coordinated, cost-effective, and environmentally sensitive manner; (ii) develop, contract for, manage, acquire, own, maintain and operate Water Supply Assets, including without limitation, surface water supplies, groundwater supplies, reclaimed water supplies, and other water supply resources as determined by the Board; (iii) purchase and provide water supply, transmission services, treatment facilities and other related services; (iv) provide conservation programs to promote the wise and efficient use of resources; (v) carry out emergency water supply and shortage management programs for the Members when demands exceed available supply; (vi) coordinate and plan cooperatively with other regional or local water utilities and other entities to maximize supply availability and to minimize system costs; (vii) develop a Water Supply Plan addressing the needs of Cascade and the Members and Cascade itself and develop a regional water supply plan with other water providers as Cascade may find convenient or necessary to meet regional, state and federal planning requirements, and to take a leadership role in developing and coordinating those supply plans; (viii) share costs and risks among Members commensurate with benefits received; and (ix) carry out or further other water supply purposes that the Members determine, consistent with the provisions of the Joint Agreement.

Cascade Powers

Cascade has the authority to exercise all powers authorized or permitted under chapter 39.106 RCW, and to engage in activities necessary to meet its purposes. These powers include, but are not limited to: (i) acquire, construct, receive, own, manage, lease and sell real property, personal property, intangible property and other Water Supply Assets; (ii) operate and maintain facilities; (iii) enter into contracts; (iv) administer personnel matters in a manner generally consistent with the laws applicable to a code city (population over 20,000), to the extent applicable and with discretion left to Cascade, to the fullest extent otherwise permitted by law, related to the appointment, removal and/or compensation of officers, the establishment and/or administration of employee health and welfare benefit programs, and/or the establishment and/or administration of civil service/merit systems, retirement benefits/systems, and/or pension benefits/systems; (v) sue and be sued; (vi) exercise all powers of eminent domain granted under chapter 8.12 RCW and other applicable statutes (e.g. chapter 8.25 RCW), now or as hereafter amended; (vii) impose, alter, regulate, control and collect rates, charges, and assessments; (viii) purchase and sell water and services within and outside the geographical boundaries of its Members; (ix) borrow money (through its Members or other entities at their individual discretion or as authorized by chapter 39.106 RCW and the Joint Agreement now or as hereafter amended), or enter into other financing arrangements; (x) lend money or provide services or facilities to any Member, other governmental water utilities, or governmental service providers; (xi) invest its funds; (xii) establish policies, guidelines, rules or regulations by either Bylaws or resolution to carry out its powers and responsibilities; (xiii) purchase insurance, including participation in pooled insurance and self-insurance programs, and indemnify its Members, its Board of Directors and Alternate Board Members, officers and employees in accordance with law; (xiv) exercise all other powers within the authority of, and that may be exercised individually by all of its Members with respect to water supply, conservation, reuse, treatment and transmission, or any of the other purposes set forth in the Joint Agreement; (xv) exercise, without limitation, all other corporate powers that Cascade may exercise under the law relating to its formation and that are not inconsistent with the Joint Agreement or chapter 39.106 RCW or other applicable law; (xvi) for the purposes of contracting and public works, exercise all powers of a code city under RCW 35A.40.200 – 35A.40.210, now or as hereafter amended; (xvii) for disposal of surplus property, exercise all powers granted under RCW 35A.11.010, now or as hereafter amended, to code cities; (xviii) in the event Cascade charges connection charges or Rates and Charges for services supplied or available to its customers’ property on a retail basis, exercise all powers granted under RCW 57.08.081, now or as hereafter amended, for the establishment of liens; and (xix) for purposes of a Cascade code of ethics, exercise all powers of a municipal corporation and observe the requirements under chapter 42.23 RCW, now or as hereafter amended.

Water Supply and Transmission

Cascade is responsible for managing, on behalf of the Members, a regional water transmission and supply system including assets usable in connection with the provision of water supply owned or controlled by Cascade, and all additions thereto and betterments and extensions thereof at any time made, together with any utility systems of Cascade that may be combined with the regional water transmission and supply system (the “System”), pursuant to the Joint Agreement. Cascade is required to plan and to provide water to the Members for use within their existing and future water service area boundaries, and has made water supply commitments to the Members under the Joint Agreement.

Cascade has completed a Transmission and Supply Plan, adopted by the Board on July 25, 2012, which defined a resource strategy designed to meet the projected supply needs of the Members through 2060, including purchase of water

from Seattle and the city of Tacoma (“Tacoma”), acquisition and development of transmission facilities, and development of new water supply sources and treatment facilities. Because updated water demand projections for the Members have indicated decreased water requirements compared to previous projections, and assuming that in the future Cascade will be able to obtain additional water under new or amended water purchase contracts, particularly with Seattle, larger scale supply projects are anticipated to be delayed until at least 2030.

To meet the water supply requirements in excess of the Members’ own resources, Cascade purchases water from Seattle under a 50-year Declining Block Water Supply Agreement (the “Seattle Agreement”) and Cascade has entered into a wholesale water purchase agreement with Tacoma to supplement water purchased from Seattle (the “Tacoma Agreement”). Cascade will need to develop transmission assets in order to transport water from Tacoma to the Members through what is known as the Tacoma-Cascade Pipeline. Water purchased under the Seattle Agreement and Tacoma Agreement is expected to serve as Cascade’s primary water supply source through 2040. Cascade anticipates developing Lake Tapps, located in Pierce County (adjacent to King County), for long-term water supply. Based on Cascade’s demand forecast, the Lake Tapps supply will offer capacity sufficient to meet the needs of the current Members beyond the needs expected to be met through the Seattle Agreement and the Tacoma Agreement. Cascade owns a 24-inch diameter transmission pipeline between Bellevue and Issaquah. To maximize water resources, Cascade provides a regional conservation program to the Members.

Lake Tapps. Cascade purchased certain assets from Puget Sound Energy referred to as the Lake Tapps assets for a cost of \$30,000,000. The project includes a diversion dam and an intake on the White River, a flowline (timber lined, open channel and pipeline), sediment basins, fish screens, Lake Tapps and associated dikes; the lake intake, tunnel, forebay, and penstocks off Lake Tapps; the power house and structures that return water from Lake Tapps to the White River; and water rights, including the existing hydro claim and new municipal water rights applications. Cascade subsequently worked with the State Department of Ecology to secure municipal water rights, which were issued in December 2010. Cascade also entered into agreements with the Muckleshoot Indian Tribe, the Puyallup Tribe of Indians, the Lake Tapps community and the cities of Auburn, Bonney Lake, Buckley and Sumner which address issues related to operations of Lake Tapps and provision of regional water supply.

To utilize Lake Tapps as a water source, Cascade is required to develop and construct infrastructure, including building a water treatment facility and transmission pipeline. The Transmission and Supply Plan includes a timeline for construction of the improvements to the facilities of Lake Tapps, which is expected to be needed no earlier than 2040. Lake Tapps is permitted to provide Cascade a permanent supply of 48.5 million gallons per day (“MGD”) of water (average daily demand) each year, and an additional guaranteed reserved supply of 87.3 MGD (average daily demand).

Seattle Agreement. Cascade’s primary water supply is water purchased from Seattle under the Seattle Agreement that became effective January 1, 2004 and extends through December 31, 2063. Based on changes in water demand forecasts, Seattle determined that additional water supply would be available for Cascade. The Seattle Agreement was amended in December 2008 and again in July 2013. In the most recent agreement Cascade and Seattle executed an amendment to the Seattle Agreement that extended the 33.3 MGD capacity through 2039. The Seattle Agreement entitles Cascade to a specified amount (block) of water supply and transmission each year for a 50-year period ending December 31, 2063, on a “take or pay” basis. The amount of the block can be amended based on a reduction in water yield available to Seattle due to an order of an appropriate federal or state regulatory agency. The Seattle Agreement does not include provisions for termination. Increased amounts of water are available during the peak season and peak month. At the end of the Seattle Agreement term, Cascade may continue to purchase from Seattle up to 5.3 MGD of water (average daily demand) for Members that cannot be served economically by any other means.

The amount of water generally to be available to Cascade in each year of the Seattle Agreement, shown as average daily demand in MGD, is shown in the following table.

Amount of Water to be Supplied to Cascade from Seattle⁽¹⁾

<u>Year Beginning</u>	<u>Average Daily Demand (MGD)</u>
2012	33.3
2040	31.1
2041	29.3
2042	27.3

⁽¹⁾ After 2042, MGD daily demand will decline by 1.0 per year through 2064. After 2065, Cascade can opt for 5.3 MGD per year.

Source: Cascade

Tacoma Agreement. The Tacoma Agreement entitles Cascade to a permanent supply of 4 MGD of water (average daily demand) each year, and an additional guaranteed reserved supply of 6 MGD (average daily demand) through 2026,

declining to 1 MGD (average daily demand) in 2030 (the “Additional Supply”), and discontinuing thereafter. Increased deliveries are available during peak season. The Tacoma Agreement, as amended in December 2012, clarified Cascade’s rights and responsibilities for the existing capacity and enabled and regulated transfer to specific third parties through a joint offering. Additionally, minimum volumes were replaced by a structured capacity reservation schedule. A new capacity commitment of 8 MGD was provided to Cascade through 2042. The Tacoma Agreement requires that Cascade pay for the metered water based on wholesale water rates. Cascade has not taken delivery of water from Tacoma and would need to complete construction of the Tacoma-Cascade Pipeline in order to do so. The acquisition of Lake Tapps and issuance of the municipal water rights fulfilled Cascade’s obligation under the Tacoma Agreement to provide Tacoma with a plan by December 1, 2015 demonstrating Cascade’s ability to provide for the long term water needs of the Members. Should Cascade be in default in payments under the Tacoma Agreement, Tacoma may terminate the entire Tacoma Agreement by providing at least six months’ written notice of termination. Cascade has made all payments to Tacoma as required under the Tacoma Agreement.

Transmission and Storage Facilities. Cascade owns a 24-inch diameter transmission pipeline between Bellevue and Issaquah and has agreements in place with the city of Bellevue and the Sammamish Plateau Water and Sewer District to provide operation and maintenance of the pipeline.

To transport water from Tacoma and Lake Tapps, Cascade will be required to construct additional pipelines. Cascade conducted a transmission system routing study to determine the sizing and routing of the proposed transmission pipelines for water purchased from Tacoma. Cascade expects to include additional regional storage in its transmission system. With recent contract extensions, the need for these facilities is projected to be deferred until 2030 or later.

Transmission and Supply Plan

The Transmission and Supply Plan fulfills the 20-year planning requirement contained in the Joint Agreement, and the 6-year and 20-year planning horizons required by the State Department of Health. Additional information is included in the Transmission and Supply Plan to provide a planning context for the capital facilities Cascade intends to undertake. The Transmission and Supply Plan addresses water supply and transmission needs, rather than local distribution needs, which are the responsibility of the Members.

The Transmission and Supply Plan contains data and technical analysis addressing existing water supply and transmission contracts, assets and infrastructure; demand forecasts; conservation program; reclaimed water program; water supply strategy; system analysis, infrastructure needs and capital program; source water protection; water quality maintenance and monitoring; operation and maintenance programs; and financial program. The Transmission and Supply Plan was adopted in 2012 and includes a water demand forecast through 2060, and a plan and timeline for transmission and supply projects due to changed demand projections and additional supply resources, including a flexible strategy of supply contracts and ultimate development at the Lake Tapps supply.

Governance and Administration

Cascade is governed by a Board consisting of one individual representative of each respective Member’s legislative authority. Members may appoint alternative representatives to the Board, although each Board member and alternative Board member must be an elected official of the Member. Board member terms do not expire; Board members continue in their positions until replaced by resolution or motion of the Member being represented or until they are no longer an elected official of the Member being represented. The Board adopted corporate Bylaws, amended and restated on April 25, 2012, which specify the powers and duties of the Board and its Executive Committee, standing committees, officers and employees. The Board holds monthly meetings to conduct the business of Cascade. All meetings of the Board are required to be conducted as open public meetings under the State’s Open Public Meetings Act and other applicable law.

All Board actions must be approved by Dual Majority Vote of all Members, except where the Joint Agreement requires either a 65 percent Dual Majority Vote or ratification by the legislative authorities of the Members. A “Dual Majority Vote” means approval of a proposal must be made on the basis of both a simple majority of all Members, allowing one vote per Member, and a simple majority of all Members on a weighted basis, as described in the Joint Agreement. Any Member that has been declared by the Board to be in default of its obligations under the Joint Agreement will lose its right to vote until the Board has declared the default to be cured.

Board Members. Current Board members and the Member represented by each are set forth below.

Board Member	Member Represented and Elected Position	Date of Initial Appointment
John Marchione, Chair	Mayor, City of Redmond	April 2004
Jim Haggerton, Vice Chair	Mayor, City of Tukwila	March 2000
Fred Butler, Secretary/Treasurer	Deputy Council President, City of Issaquah	February 2012
John Stokes	Councilmember, City of Bellevue	January 2012
Penny Sweet	Councilmember, City of Kirkland	February 2010
Lloyd Warren	Commissioner, Sammamish Plateau Water and Sewer District	January 2005
Jon Ault	President, Skyway Water and Sewer District	February 2004

Executive Committee. The Joint Agreement and Cascade’s corporate Bylaws provide for an Executive Committee consisting of the officers of the Board. The Board has delegated to the Executive Committee certain decisions that do not require Board approval. The Chair of the Board serves as chair of the Executive Committee. The Executive Committee is responsible for ongoing oversight of the administrative, financial and other affairs of Cascade and may take any actions on behalf of Cascade other than actions expressly reserved to the Board or to the legislative authorities of the Members.

Management. Day-to-day management is provided by a Chief Executive Officer who serves at the pleasure of the Board. The Chief Executive Officer is responsible for appointment of other staff positions, subject to confirmation by the Board or Executive Committee, and has authority to enter into obligations under \$25,000 unless otherwise provided with specific delegated authority. A Director of Finance and Administration is responsible for the day-to-day financial operations. Names and brief resumes are provided below.

Chuck Clarke, Chief Executive Officer. Mr. Clarke became Chief Executive Officer of Cascade in January 2009. Mr. Clarke most recently served as the director of Seattle Public Utilities, and he served as a deputy mayor in Seattle. Prior to that, he was the regional administrator with the United States Environmental Protection Agency, the agency secretary of the Vermont Agency of Natural Resources, and a Director of the State’s Department of Ecology. His experience ranges from strategic planning, regional relationships, the ability to negotiate complex agreements and the ability to manage the day to day operations of a water organization. Mr. Clarke graduated from Pacific Lutheran University where he obtained a Bachelor of Arts degree and a Master’s of Business Administration.

Scott Hardin, Director of Finance and Administration. Mr. Hardin has served in this position since August 2008. Prior to assuming this position, he was Finance Director for the City of Burien, Washington, preceded by 16 years as an administrator at Highline Community College in Des Moines, Washington. Mr. Hardin earned a Bachelor of Applied Science degree from the University of Pennsylvania and a Master of Professional Accounting degree from the University of Washington.

Michael Gagliardo, Director of Planning. Mr. Gagliardo has been with Cascade since its inception in 1999, first as General Manager, and followed by his current role as Director of Planning. Prior to joining Cascade, Mr. Gagliardo was Director of the United States Conference of Mayors’ Urban Water Council and Managing Director of the Conference’s Municipal Waste Management Association. From 1980 until 1995, he was associated with the Northeast Maryland Waste Disposal Authority (Baltimore, MD), being appointed its Executive Director in 1986. Mr. Gagliardo received a Bachelor of Science degree in Natural Resources Management from the University of Maryland (College Park).

Jon Shimada, P.E., Capital Projects Director. Mr. Shimada has served in this position since February 2009. Prior to assuming this position, Mr. Shimada worked for more than 30 years at Seattle, most recently as the Asset Management Manager with Seattle Public Utilities. Prior to that, he served as a Project Management Director, Resource Development Director, Program Manager in Water, and Transportation Design Director. Mr. Shimada graduated from the University of Washington with a Civil Engineering degree and obtained his professional engineering license in 1991.

Ed Cebron, Economist. Mr. Cebron has served in this position since January 2011. Previously, Mr. Cebron provided financial and economic consulting services to Cascade as a principal and co-founder of FCS Group, Inc. This role included acting as Project Manager for Cascade’s original formation and developing the initial financial and charge structure of the organization, as well as providing ongoing support since Cascade’s formation in a variety of financial, economic and management areas. He has worked for over 30 years for municipal utilities throughout the western United States as a consultant, elected official and now management team member in areas of finance, economics, governance and management. Mr. Cebron holds a Master’s degree in Infrastructure Planning and Management from Stanford University and a Bachelor of Science in Engineering Science from Harvard University.

Employees. Cascade currently has ten full-time employees, none of whom are represented by unions or bargaining units.

Treasury Operations and Investments. Cascade has appointed the Treasury Operations Section of the King County Department of Executive Services, Finance and Business Operations Division to provide treasury operations. Cascade’s funds are invested as is lawful for funds invested by a county treasurer under State law. Cascade’s funds are commingled with funds of other agencies of King County, through the King County Investment Pool (the “Pool”).

The following information relating to the King County Investment Pool and Investment Policy has been provided by King County and is believed to be reliable, but has not been verified independently by Cascade. No representation whatsoever as to the accuracy, adequacy or completeness of such information is made by Cascade.

King County Investment Pool. The Pool invests cash reserves for all County agencies and more than 120 special purpose districts and other public entities such as fire, school, sewer and water districts, and other public authorities. It is one of the largest investment pools in the State, with a typical recent asset balance in excess of \$4.0 billion. On average, County agencies comprise between 35 percent and 40 percent of the Pool.

The Executive Finance Committee (consisting of the Chair of the County Council or his or her designee, the County Executive or his or her designee, the Chief Budget Officer, and the Director of the Finance and Business Operations Division) establishes the County's investment policy and oversees the portfolio to ensure that specific holdings comply with both the investment policy and State law. The Pool is allowed to invest only in certain types of highly-rated securities, including certificates of deposit, U.S. Treasury obligations, federal agency obligations, municipal obligations, repurchase agreements and commercial paper.

The County has commissioned an outside financial consultant, Public Financial Management Asset Management, to conduct quarterly reviews of all assets in the Pool. Its most recent review, dated June 30, 2014, concluded that "the County's Pool appears to provide ample liquidity, is well diversified, and is of sound credit quality." The most recent portfolio review can be obtained at the following website:

<http://www.kingcounty.gov/operations/Finance/Treasury/InvestmentPool.aspx>

Summary of King County Investment Policy. The Treasury Operations Section of the Finance and Business Operations Division administers the County's investments. Under Section 4.10 of the County Code, the Executive Finance Committee oversees the County's investment practices.

The County's own funds are invested in the Pool. All investments of County funds are subject to written policies and procedures adopted by the Executive Finance Committee. The Executive Finance Committee reviews the performance of the Pool on a monthly basis.

In addition to investing the County's own funds, the Treasury Operations Section also invests the funds of more than 120 special purpose districts within the County for which the Treasury Operations Section serves as treasurer, including all school districts, fire protection districts, water districts, sewer districts, and hospital districts. Each district has the option either to invest in the Pool or to direct the term and amount of each of its investments. However, to participate in the Pool a district must sign an inter-local agreement that governs its participation in the Pool, and a district may only exit the Pool by providing the required notice prior to its anniversary date. The Treasury Operations Section selects the particular investment instruments.

The Pool must maintain an effective duration of less than 1.5 years and 40 percent of its total value must be held in securities that mature in 12 months or less. As of June 30, 2014, the Pool had a balance of \$5.52 billion and an effective duration of 1.35 years, and 53 percent of the portfolio had a maturity of 12 months or less.

Under State law and the County's current investment policy, the County may invest in the following instruments:

- (i) Up to 100 percent of the portfolio in U.S. Treasury or Agency securities with maturities of five years or less;
- (ii) Up to 25 percent of the portfolio in certificates of deposit (CDs) with institutions that are public depositaries in the State. 2.5 percent of the portfolio can be held with a single CD issuer, provided that deposit limitation established by the State are not exceeded. In addition, all CDs must be purchased from institutions on the County's approved credit list and have a maturity of one year or less;
- (iii) Up to 25 percent of the portfolio in bankers' acceptances. 2.5 percent of the portfolio can be held in a single issuer, provided the issuer has the highest ratings from two nationally recognized rating agencies, and further that the issuer is also on the County's approved credit list. Maturity is also limited to 180 days;
- (iv) Up to 40 percent of the portfolio in repurchase agreements, subject to the following limitations:
 - (a) the repurchase agreement may not exceed a period of 60 days,
 - (b) the underlying security must be a U.S. Treasury or U.S. Agency;
 - (c) all underlying securities used in repurchase agreements are held by a third party; and
 - (d) counterparties must come from the County's approved credit list, have a minimum rating of at least A-1/P-1/F1 by at least two rating agencies and have at least \$25 billion in assets and \$350 million in capital;

- (v) Up to 25 percent in commercial paper with the highest short-term rating from at least two nationally recognized credit rating agencies. Maturity is limited to 180 days, and no more than 2.5 percent of the County's portfolio may be invested in commercial paper of a single issuer;
- (vi) Up to 20 percent in general obligation municipal bonds, subject to the following limitations: bonds must be:
 - (a) rated in one of the three highest credit rating categories by a nationally recognized credit rating agency, and the issuer must be on the County's approved issuer list; and
 - (b) Maturity of 5 years or less and no more than 2.5 percent with any one issuer.
 In addition, bonds must have one of the three highest credit ratings of a nationally recognized credit rating agency ("A" or better);
- (vii) Up to 25 percent in mortgage-backed securities, subject to the following limitations:
 - (a) must be issued by agencies of the U.S. government;
 - (b) must pass the FFIEC (Federal Financial Institutions Examination Council) suitability test which banks use to determine lowest risk securities; and
 - (c) average life must be limited to five years at time of purchase;
- (viii) Up to 20 percent in bank notes, subject to the following limitations:
 - (a) must be a note, bond or debenture of a savings and loan association, bank, mutual savings bank, or savings and loan service corporation operating with the approval of the Federal Home Loan Bank with a maturity of 5 years or less; and
 - (b) 2.5 percent maximum per issuer and the issuer must be on the County's approved credit list, and at the time of purchase must be rated "A" or better by two nationally recognized credit rating agencies or insured or guaranteed by the federal government or one of its agencies; and
- (ix) Up to 25 percent in the State's Local Government Investment Pool.

The combined total of repurchase agreements greater than seven days, bankers' acceptances, CDs, commercial paper, and bank notes must not exceed 50 percent of Pool assets. In addition, there is a 5 percent limitation on issuer exposure applied across investment types.

The County currently does not purchase structured notes or inverse floating rate notes, and has no intention of doing so in the near future.

Reverse Repurchase Agreements. The County enters into reverse repurchase agreements with respect to securities held in the Pool in accordance with a policy adopted by the Executive Finance Committee. A reverse repurchase agreement involves the sale of a security to a provider for a specified price with a simultaneous agreement to repurchase such security from the provider at a specified future date at the same price plus a stated rate of interest. Under the County's current policy:

- (i) the County does not spend the proceeds received under its reverse repurchase agreements, but rather invests the proceeds in other securities;
- (ii) the County does not enter into reverse repurchase agreements with a term of more than 180 days;
- (iii) the County invests the proceeds of such reverse repurchase agreements only in securities which have the same maturity date as the end date of the reverse repurchase agreement; and
- (iv) the County does not enter into reverse repurchase agreements in an aggregate amount in excess of 20 percent of the total balance in the Pool at any one time.

All of the County's active reverse repurchase agreements are with dealers that meet the credit standards established by the County and which have signed a master repurchase agreement with the County. There have been no reverse repurchase agreements in effect since 2007.

The County's entire investment policy, which was most recently revised in September 2013, is located on the County's website at the following link:

<http://www.kingcounty.gov/operations/Finance/Treasury/InvestmentPool.aspx>

Local Government Investment Pool. The Pool may invest in the State Local Government Investment Pool ("LGIP"), which was created by the Legislature in 1986 to provide a mechanism for political subdivisions to invest available funds and take advantage of the economies of scale and expertise of the LGIP to earn a competitive rate of return, security and liquidity of funds. The LGIP is a conservatively managed, highly liquid money market fund that is considered low-risk.

The LGIP is restricted to investments with maturities of no more than 397 days and the average life typically is less than 120 days, with the following exceptions:

- (1) The maximum maturity of variable rate and floating rate securities meeting the requirements listed above will not exceed 762 days; and
- (2) Securities utilized in repurchase agreements.

Permissible investments include U.S. government and agency securities, bankers' acceptances, high quality commercial paper, repurchase and reverse repurchase agreements, and certificates of deposit issued by qualified State depositories.

The State Treasurer's Office administers the LGIP and reports that as of May 2014, the LGIP had approximately 545 participants and a balance of approximately \$11.9 billion. In its management of the LGIP, the State Treasurer is required to adhere, at all times, to the principles appropriate for the prudent investment of public funds. These are, in priority order, (1) the safety of principal; (2) the assurance of sufficient liquidity to meet cash flow demands; and (3) to attain the highest possible yield within the constraints of the first two goals. Historically, the LGIP has had sufficient liquidity to meet all cash flow demands.

Retirement Plans. Cascade provides a Section 401(a) defined contribution retirement plan to all full-time and certain part-time employees. Employees contribute four percent of their annual salary. Cascade contributes seven percent of an employee's salary. In addition, as a replacement for the contribution to Social Security beginning in January 2011, employees contribute an additional 6.2 percent of their annual salary. Cascade contributes an additional 6.2 percent up to the IRS limit (\$7,047 in 2013). Employee and employer contributions were \$151,198 and \$178,934, respectively, for the year ended December 31, 2013, and \$151,267 and \$223,997, respectively, for the year ended December 31, 2012.

Cascade also provides a Section 457 retirement plan available to certain employees who make salary deferral contributions up to the maximum allowed by law. The contributions matching by Cascade was phased out at December 31, 2012. Employee salary deferrals were \$145,482 and \$142,354 for the years ended December 31, 2013 and 2012, respectively.

Cascade is current on all required employer contributions to retirement plans.

Other Post Employment Benefit Obligations. Cascade has no other post-employment benefit obligations.

Insurance. Cascade maintains insurance for its facilities, including fire and extended coverage, public liability and property damage on Cascade's facilities as is ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems.

Accounting and Auditing. Cascade prepares annual financial and operating statements as soon as practicable after the close of each fiscal year showing in reasonable detail the financial condition of the System as of the close of that fiscal year, and causes the financial and operating statements to be audited on an annual basis by the State Auditor and/or a certified public accountant selected by Cascade. Cascade's most recent audited financial statements, for the year ended December 31, 2013, are included as Appendix F.

Additional Credit Evaluation Considerations

Cascade is active in promoting additional credit evaluation considerations to encourage and reward, through a competitive cost of capital, utilities with strong asset management practices, proactive water demand management, resilient supply sources, and low energy-intensity. To support alignment of the capital markets with emerging best practices, Cascade has included a discussion of the following additional credit evaluation considerations as Appendix G: Institutional Stability and Management, Demand Management, Dependability of Water Supplies, Full-Cost Pricing, Asset Management and Energy Intensity of Water Treatment and Delivery.

Management Discussion of Financial Operations

Cascade's operating revenues are received principally from water sales, administrative dues, and conservation charges. Operating revenues in 2013 were within one percent of budget and expenditures were within the budgeted amount. RCFC revenue from Members was budgeted to be \$5.4 million in 2013, but actual RCFCs were \$8.5 million. This variance is attributable to recovering activity in the development sector. RCFC revenue has increased since 2009, reflecting both modest economic improvement and elimination (through repurchase) of offsetting RCFC credits. For the next several years' financial outlook, growth forecasts have been held constant at 2013 levels.

Cascade's capital assets have continued to increase over the last two years due to expenditures to obtain Lake Tapps and the water rights to Lake Tapps. Capital asset expenditures have been funded from capital contributions and proceeds of the 2006 Bonds, the 2009 Bonds, and the 2012 Bonds. However, as Cascade's fiscal policy shifts, equity funding from ongoing revenues of capital asset expenditures is increasing.

Cascade expects its 2014 financial operations to be somewhat stronger than 2013, based on year to date results.

The following table shows financial activities of Cascade for 2009 through 2013 based on audited financial statements.

Cascade Water Alliance
Statement of Revenues, Expenses and Changes in Net Assets
Fiscal Year Ending December 31

	2013	2012	2011	2010 ⁽¹⁾	2009 ⁽¹⁾
Operating Revenue					
Water sales	\$29,642,807	\$27,551,398	\$25,998,670	\$25,799,469	\$24,083,868
Administrative dues	2,729,012	2,733,191	1,444,763	1,269,289	1,337,898
Conservation program	851,008	1,386,145	1,282,647	1,049,648	812,351
Total Operating Revenue	33,222,827	31,670,734	28,726,080	28,118,406	26,234,117
Operating Expenses					
Cost of water sold	\$19,101,196	\$22,493,836	\$19,830,259	\$20,842,438	\$20,719,555
Salaries and benefits	2,043,837	1,927,235	1,776,544	1,410,517	1,001,430
Professional services	1,750,482	1,703,112	2,261,980	2,098,831	2,075,975
Conservation rebate program	128,776	376,444	607,625	1,116,130	716,319
Depreciation and amortization	4,473,358	912,564	655,224	635,065	399,380
Communication and public information	243,466	163,849	177,991	191,082	120,446
Office expenses	136,234	143,852	141,276	128,849	76,546
Bank charges	-	-	513	964	776
Rent	168,325	153,613	114,981	116,089	125,820
Maintenance	547,226	237,947	645,161	1,746,703	106,429
Operations	1,603,054	1,581,880	1,677,304	1,852,014	43,352
Insurance	91,878	87,722	101,040	72,775	68,198
Dues and subscriptions	30,256	46,296	37,451	37,557	9,459
Miscellaneous	139,378	234,098	492,752	199,473	87,896
Total Operating Expenses	30,457,466	30,062,448	28,520,101	30,448,487	25,551,581
Operating Income (Loss)	2,765,361	1,608,286	205,979	(2,330,081)	682,536
Non-Operating Revenue (Expenses)					
Interest Income	395,584	891,555	447,327	720,827	806,911
Interest Expense	(6,895,217)	(5,046,279)	(4,231,044)	(1,796,820)	(1,629,056)
Loss on disposition of assets	(13,443,709)	(5,434,360)	-	-	-
Bond Issue Costs	-	(634,986)	-	-	-
Total Non-Operating Rev./Exp.	(19,943,342)	(10,224,070)	(3,783,717)	(1,075,993)	(822,145)
Income Before Contributions & Transfers	(17,177,981)	(8,615,784)	(3,577,738)	(3,406,074)	(378,101)
Regional capital facilities charges	8,458,044	6,782,648	3,212,676	3,797,144	2,844,401
Repurchase: regional capital facilities charge ⁽²⁾	-	-	(10,186,250)	-	-
Member withdrawal fees ⁽³⁾	-	5,987,134	-	-	-
Change in Net Assets	(8,719,937)	4,153,998	(10,551,312)	391,070	2,466,300
Total Net Assets – Beginning	62,149,024	59,197,817	69,749,129	69,596,551	67,657,850
Cumulative effect of change in accounting principle ⁽⁴⁾	-	(1,202,791)	-	(238,492)	(766,091)
Adjusted Net Assets, Beginning of Year	62,149,024	57,995,026	69,749,129	69,358,059	66,891,759
Total Net Assets – Ending	\$53,429,087	\$62,149,024	\$59,197,817	\$69,749,129	\$69,596,551

⁽¹⁾ Cascade restated its financial statements for the years ended December 31, 2010 and 2009. During the year ended December 31, 2011, Cascade determined that the capacity reservation fees related to the additional water to be supplied under the Tacoma Agreement should have been amortized based on the ratio of the additional water to be supplied in that calendar year to total additional water to be supplied during the contract since 2009. The effect of the restatement was to decrease both Cascade's Net Assets and Total Change in Net Assets for 2010.

⁽²⁾ By Board Resolution 2011-14, Cascade offered in 2011 to repurchase its Members' unredeemed RCFC credits at a price of \$2,500 per CERU. All Members with outstanding RCFC credits accepted Cascade's offer, agreeing to sell to Cascade 100 percent (4074.5) of their RCFC credits.

⁽³⁾ Covington Water District's payment for withdrawing from Cascade in December 2012. See "THE MEMBERS."

⁽⁴⁾ Effective December 31, 2010, Cascade adopted the requirements of GASB Statement No. 51, Accounting and Financial Reporting for Intangible Assets, for the comprehensive plan that was recognized as construction in progress in prior years. This change is reported as a cumulative effect of a change in accounting principle in the amount of \$766,091 and is reflected as a restatement of beginning net assets invested in capital assets and a decrease in capital assets on the balance sheets.

Source: Cascade

Historical Debt Service Coverage Calculation

	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Operating Revenue ⁽¹⁾	\$ 33,222,827	\$ 31,670,734	\$ 28,726,080	\$ 28,118,406	\$ 26,234,117
Operating Expenses	(30,457,466)	(30,062,448)	(28,520,101)	(30,448,487)	(25,790,073)
Interest Income ⁽²⁾	185,353	249,545	126,767	238,930	425,694
Rate Stabilization Fund Withdrawal (Deposit)	(103,400)	-	800,000	3,931,530	(117,155)
Plus: Depreciation/Amortization	4,473,358	912,564	655,224	635,065	637,872
Plus: Debt Service Account Balance ⁽³⁾	13,046,960	9,714,161	10,398,682	9,223,746	6,683,237
Plus: Federal Credit Payment relating to 2009B Bonds	<u>1,212,480</u>	<u>1,284,637</u>	<u>1,284,637</u>	<u>1,296,711</u>	<u>1,144,489</u>
Funds Available for Debt Service	\$ 21,582,125	\$ 13,771,205	\$ 13,473,300	\$ 12,997,911	\$ 9,220,190
Annual Debt Service	\$ 11,047,926	\$ 10,102,942	\$ 10,112,938	\$ 9,363,731	\$ 3,896,750
Coverage	1.95x	1.36x	1.33x	1.39x	2.37x

⁽¹⁾ Operating Revenue does not include RCFCs. See the summary table above of historical Statement of Revenues, Expenses and Changes in Net Assets.

⁽²⁾ Includes interest income on the Operating Refund Fund and RCFC Funds only.

⁽³⁾ Debt Service Account Balance is based on the balance on the last business day prior to commencement of the fiscal year. See "SECURITY FOR THE BONDS – Rate Covenant."

Source: Cascade

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The following table shows the financial position of Cascade as of December 31 in the years 2009 through 2013 based on audited financial statements.

Cascade Water Alliance
Statement of Financial Position
(Fiscal Year Ending December 31)

	2013	2012	2011	2010	2009
Current Assets:					
Cash and cash equivalents	\$ 16,716,887	\$ 10,808,126	\$ 15,766,164	\$ 18,659,511	\$ 27,102,109
Regional Capital Facility Charges receivable	2,787,172	2,389,245	1,053,758	1,663,392	879,166
Restricted Cash and cash equivalents, current portion	5,100,000	10,000,000	-	19,200,000	5,000,000
Interest rebate receivable	385,587	422,540	428,212	432,237	286,122
Water rights receivable, current portion	391,222	391,222	200,000	-	-
Prepaid expenses	112,485	105,958	77,830	41,182	35,845
Total Current Assets	\$ 25,493,353	\$ 24,117,091	\$ 17,525,964	\$ 39,996,322	\$ 33,303,242
Capital Assets:					
Capital Assets Net of Accumulated Depreciation:					
Lake Tapps – infrastructure	\$ -	\$ -	\$ 78,806,742	\$ 78,213,463	\$ -
Equipment and furniture	1,384,317	1,044,834	1,006,701	825,894	89,385
Seattle water contract	22,267,611	204,216	204,216	204,216	204,216
Tacoma Water contract	121,168,551	129,161,129	9,420,442	9,420,442	9,420,442
SR900 Pipeline	10,021,201	10,021,201	-	-	-
Bellevue-Issaquah pipeline	22,049,184	22,049,184	22,038,921	22,033,919	22,026,671
	176,890,864	162,480,564	111,477,022	110,697,934	31,740,714
Less accumulated depreciation and amortization	(9,458,311)	(4,473,759)	(3,381,361)	(2,609,348)	(1,868,110)
	167,432,553	158,006,805	108,095,661	108,088,586	29,872,604
Other Assets					
Lake Tapps water rights project	79,012,866	78,869,110	-	-	75,673,195
Tacoma Water contract	-	13,736,666	13,736,666	16,484,000	16,484,000
Tacoma Cascade pipeline	17,027,223	17,027,223	32,495,629	31,595,453	30,193,803
Eastside Reservoir	262,567	262,567	262,567	253,215	243,974
Other equipment	-	-	-	81,000	34,595
Total Capital Assets	\$ 263,735,209	\$ 267,902,371	\$ 154,590,523	\$ 156,502,254	\$ 152,502,171
Restricted Cash and cash equivalents	\$ 52,271,868	\$ 63,768,005	\$ 25,406,445	\$ 26,697,529	\$ 45,302,491
Other Long-term assets	9,986,213	2,100,730	3,702,560	1,418,598	1,481,998
Total Assets	\$ 351,486,643	\$ 357,888,197	\$ 201,225,492	\$ 224,614,703	\$ 232,589,902
Current Liabilities:					
Payables and accrued liabilities from current assets	\$ 1,176,344	\$ 1,448,377	\$ 1,168,703	\$ 1,462,429	\$ 1,252,097
Payables related to IRS Social Security refund	-	-	-	294,017	-
Retroactive water credit	-	865,981	1,424,215	722,284	1,063,478
Payables to related water rights acquisition	5,100,000	10,000,000	10,186,250	19,200,000	5,000,000
Long-term debt, current portion	40,471	48,907	40,069	59,869	59,671
	\$ 6,316,815	\$ 12,363,265	12,819,237	21,738,599	7,375,246
Payables from restricted assets					
Accrued interest	2,985,867	2,095,985	2,110,981	2,145,979	1,508,433
Long-term debt current portion	4,990,000	3,875,000	3,770,000	3,675,000	3,330,000
	7,975,867	5,970,985	5,880,981	5,820,979	4,838,433
Total Current Liabilities	\$ 14,292,682	\$ 18,334,250	\$ 18,700,218	\$ 27,559,578	\$ 12,213,679
Long-Term Debt, Net of Current portion					
Long-term debt payable from unrestricted assets	\$ 433,214	\$ 464,252	\$ 523,859	\$ 552,237	\$ 611,909
Long-term debt payable from restricted assets	154,665,000	159,655,000	120,835,000	124,605,000	128,280,000
	155,098,214	160,119,252	121,358,859	125,157,237	128,891,909
Other Long-term Liabilities					
Payables related to water rights acquisition	121,640,687	109,740,687	-	-	19,800,000
Bond Premium, net of amortization	7,025,973	7,544,984	1,968,598	2,148,759	2,326,255
Total Liabilities	\$ 298,057,556	\$ 295,739,173	\$ 142,027,675	\$ 154,865,574	\$ 163,231,843
Net Assets:					
Invested in capital assets net of related debt	\$ 10,370,564	\$ 32,537,056	\$ 34,277,028	\$ 32,958,918	\$ 38,396,827
Restricted for debt service	26,569,680	24,734,061	18,582,414	-	-
Unrestricted	16,488,843	4,877,907	6,338,375	36,790,211	30,961,232
Total Net Assets⁽¹⁾	\$ 53,429,087	\$ 62,149,024	\$ 59,197,817	\$ 69,749,129	\$ 69,358,059
Total Liabilities and Net Assets	\$ 351,486,643	\$ 357,888,197	\$ 201,225,492	\$ 224,614,703	\$ 232,589,902

⁽¹⁾ Cascade restated its financial statements for the years ended December 31, 2010 and 2009. During the year ended December 31, 2011, Cascade determined that the capacity reservation fees related to the additional water to be supplied under the Tacoma Agreement should have been amortized based on the ratio of the additional water to be supplied in that calendar year to total additional water to be supplied during the contract since 2009. The effect of the restatement was to decrease both Cascade's Net Assets and Total Change in Net Assets for 2010.

Source: Cascade

THE MEMBERS

The seven current Members of Cascade consist of five cities and two water-sewer districts. The information under this heading relates to the general powers of the Members to own, operate and maintain water supply and distribution systems. Certain financial information and operating data regarding the Members are contained in Appendix A. The information regarding each Member herein and in Appendix A was provided by that Member.

Any municipal water utility within the central Puget Sound region may be admitted to Cascade in the future on the terms and conditions set forth in the Joint Agreement, at the discretion of the Board, subject to restrictions on future Cascade water rights, or to limitations imposed by contract or permit. The Board has authority to determine whether to extend a membership offer to an applicant, taking into consideration findings from a water supply audit required under the Joint Agreement, Cascade water resources, and any other factors the Board deems advisable.

The seven current Members of Cascade are located within King County and are shown below, along with the key metrics that Cascade uses to describe its wholesale customer base and to impose Member Charges. Cascade equivalent residential units (“CERUs”) are assigned to each Member based on an inventory of the Member’s water service connections, in accordance with water industry standards pertaining to meter flow capacity as an indicator of potential system demand. Cascade’s administrative dues and conservation charges, which are separate from Demand Share Charges, are imposed on Members based on the number of CERUs assigned, making it possible for a Member to be billed even if that Member does not receive any water from Cascade. The Demand Share Charge, Cascade’s primary mechanism for recovering costs from Members, is imposed on Members based on their estimated share of total water to be provided through Cascade (their “Demand Share”). Demand Shares are computed annually for each Member that takes water based on a rolling three-year history of actual wholesale water demand, and are generally expressed in millions of gallons per peak season day. See “MEMBER COVENANTS UNDER THE JOINT AGREEMENT – Member Charges,” “THE MEMBERS,” and Appendix A.

CERUs, Percentage of Total Demand Shares and Member Charges for Each Member for 2014

Member	Cascade Equivalent Residential Units		Percentage of Total	Member Charges ⁽¹⁾	
	Number	% of Total	Demand Shares	Amount	% of Total
City of Bellevue	67,545	41.3%	54.5%	\$18,353,836	53.0%
City of Issaquah	12,109	7.4	2.7	1,117,065	3.2
City of Kirkland	18,472	11.3	14.1	4,733,406	13.7
City of Redmond	31,457	19.2	17.3	6,087,237	17.6
Sammamish Plateau Water and Sewer District	22,159	13.6	3.0	1,432,894	4.1
Skyway Water and Sewer District	3,825	2.3	1.2	446,069	1.3
City of Tukwila	7,933	4.9	7.3	2,448,940	7.1
Total	163,500	100.0%	100.0%	\$34,619,448	100.0%

⁽¹⁾ Projected Member Charges for 2014, excluding RCFs.

Note: Totals may not add due to rounding.

Source: Cascade

Demand Shares

Each Member is assigned a Demand Share each year, which is the current share of water expressed in millions of gallons per day provided through Cascade, or the estimated share of water to be provided through Cascade. The Joint Agreement describes the methodology for computing Demand Shares, which are established by resolution of the Board for each year. Demand Shares are based primarily on historical usage patterns, using a three-year rolling average, and may be adjusted to reflect relative growth in customer bases. Such an adjustment would be applied through growth in net CERUs for each Member (on a percentage basis) from the mid-point of the three-year period to the most recent available data. The purpose of using the three-year period is to minimize the effects of variations caused by external factors such as weather and to improve the predictability of charges for Members.

Demand Shares are the greater of (i) average daily demand from Cascade during the peak season, currently defined as June through September; (ii) average daily demand from Cascade for the entire calendar year; or (iii) an amount assigned by the Board to reflect circumstances, such as changes in membership, substantial increases in demands, additions or loss of independent supply, minimum shares to offset Cascade capital outlays, or other factors as determined by the Board. Cascade expects the relative Demand Shares to change over time, with a higher percentage being assigned to faster growing areas. As certain areas experience more growth and are assigned more demand shares, the percentage of the total

represented by slower growing Members can be expected to decline. Accordingly, the Demand Shares allocated to each Member and the percent of total demand shares represented by any Member can be expected to change over time and the relative Member Charges payable from Members to Cascade will also change. Demand Shares are the basis for allocations of fixed water supply charges of Cascade.

Member Demand Shares for 2010 through 2014

Member	2014	2013	2012	2011	2010
City of Bellevue	18.47	18.86	19.79	20.31	21.43
Covington Water District ⁽¹⁾	N/A	N/A	0.00	0.00	0.00
City of Issaquah	0.92	0.91	0.94	1.04	0.87
City of Kirkland	4.77	4.94	5.20	5.34	5.36
City of Redmond	5.85	6.37	6.52	6.91	7.14
Sammamish Plateau Water and Sewer District	1.00	1.00	1.00	0.42	0.28
Skyway Water and Sewer District	0.39	0.42	0.40	0.43	0.44
City of Tukwila	<u>2.48</u>	<u>2.54</u>	<u>2.59</u>	<u>2.72</u>	<u>2.82</u>
Total	33.88	35.04	36.44	37.17	38.34

Each Member Percentage of Total Demand Shares for 2010 though 2014

Member	2014	2013	2012	2011	2010
City of Bellevue	54.50%	53.80%	54.31%	54.64%	55.89%
Covington Water District ⁽¹⁾	N/A	N/A	0.00	0.00	0.00
City of Issaquah	2.70	2.60	2.58	2.80	2.27
City of Kirkland	14.10	14.10	14.27	14.37	13.98
City of Redmond	17.30	18.20	17.89	18.59	18.62
Sammamish Plateau Water and Sewer District	3.00	2.90	2.74	1.13	0.73
Skyway Water and Sewer District	1.20	1.20	1.10	1.16	1.15
City of Tukwila	<u>7.30</u>	<u>7.30</u>	<u>7.11</u>	<u>7.32</u>	<u>7.36</u>
Total	100.00%	100.00%	100.00%	100.00%	100.00%

⁽¹⁾ Covington Water District withdrew from Cascade in December 2012. See "THE MEMBERS."

Note: Totals may not add due to rounding.

Source: Cascade

Cascade Equivalent Residential Units

Each Member is assigned a number of CERUs each year, based upon a calculation that takes into account meter sizes served and water flow. CERUs are intended to reflect relative water demand and are the basis for allocation of certain Cascade fees and charges, including administrative dues and conservation charges. CERUs are also used to determine growth in the number of customers served by Members, which is the basis for RCFCs assessed by Cascade. Cascade expects the relative CERUs to change over time, with a higher percentage being assigned to faster growing areas. As certain areas experience more growth and are assigned more CERUs, the percentage of the total CERUs represented by slower growing Members can be expected to decline. The CERUs allocated to each Member and percent of total CERUs represented by any Member can be expected to change over time. Since growth in the number of CERUs is the basis for assessing RCFCs (which is a significant revenue source to Cascade), Members who may not presently represent a large number of CERUs and experience growth over time will contribute a larger amount of RCFC revenue. Accordingly, the present number and percent of total CERUs is not an indicator of relative RCFC payments to be made to Cascade.

The following tables reflect CERUs as of December 31 of each year.

Member CERUs for 2010 through 2014 by Member

Member	2014	2013	2012	2011	2010
City of Bellevue	67,545	66,840	66,719	66,553	66,142
Covington Water District ⁽¹⁾	N/A	N/A	17,538	17,524	17,276
City of Issaquah	12,109	11,876	11,739	11,271	11,012
City of Kirkland ⁽²⁾	18,472	18,326	17,982	17,951	17,847
City of Redmond ⁽²⁾	31,457	31,337	31,267	30,986	30,634
Sammamish Plateau Water and Sewer District	22,159	22,071	21,825	21,455	21,289
Skyway Water and Sewer District	3,825	3,853	3,807	3,801	3,800
City of Tukwila	<u>7,933</u>	<u>8,338</u>	<u>8,189</u>	<u>8,291</u>	<u>8,577</u>
Total	163,500	162,635	179,064	177,829	176,575

Each Member's Percentage of Member CERUs for 2010 through 2014

Member	2014	2013	2012	2011	2010
City of Bellevue	41.30%	41.10%	37.26%	37.43%	37.46%
Covington Water District ⁽¹⁾	N/A	N/A	9.79	9.85	9.78
City of Issaquah	7.40	7.30	6.56	6.34	6.24
City of Kirkland ⁽²⁾	11.30	11.27	10.04	10.09	10.11
City of Redmond ⁽²⁾	19.20	19.27	17.46	17.42	17.35
Sammamish Plateau Water and Sewer District	13.60	13.57	12.19	12.06	12.06
Skyway Water and Sewer District	2.30	2.37	2.13	2.14	2.15
City of Tukwila	<u>4.90</u>	<u>5.13</u>	<u>4.57</u>	<u>4.66</u>	<u>4.86</u>
Total	100.00%	100.00%	100.00%	100.00%	100.00%

⁽¹⁾ Covington Water District withdrew from Cascade in December 2012. See "THE MEMBERS."

⁽²⁾ The 2013 CERU counts shown for the Cities of Redmond and Kirkland reflect a service area revision involving approximately 250 CERUs transferred from Redmond to Kirkland, although the actual transfer occurred January 1, 2014.

Note: Totals may not add due to rounding.

Source: Cascade

Member Charges

Each Member has agreed in the Joint Agreement to pay all Member Charges required to be paid to Cascade by that Member. See “MEMBER COVENANTS UNDER THE JOINT AGREEMENT – Member Charges.” Member Charges are based on Demand Shares, CERUs or growth in CERUs, as described in the Joint Agreement. The following tables show actual Member Charges for each Member for calendars years ended December 31, 2010 through 2013, expected Member Charges for 2014, and the percentages those charges represent of the total Member Charges in the related year.

Member Charges for 2010 through 2014 by Member

Member	2014	2013	2012	2011	2010
City of Bellevue	\$18,353,836	\$19,584,083	\$17,488,698	\$15,663,421	\$15,807,148
Covington Water District ⁽¹⁾	N/A	N/A	407,539	257,499	235,847
City of Issaquah	1,117,065	2,206,689	2,361,180	1,399,899	1,926,144
City of Kirkland	4,733,406	5,119,688	4,817,821	4,460,470	4,129,032
City of Redmond	6,087,237	8,125,360	7,855,617	6,451,090	6,679,240
Sammamish Plateau Water and Sewer District	1,432,894	2,809,188	2,709,359	1,293,027	954,582
Skyway Water and Sewer District	446,069	503,491	554,930	385,290	267,962
City of Tukwila	<u>2,448,940</u>	<u>2,606,850</u>	<u>2,258,239</u>	<u>2,028,062</u>	<u>1,915,597</u>
Total	\$34,619,448	\$40,955,349	\$38,453,383	\$31,938,758	\$31,915,552

Each Member's Percentage of Total Member Charges for 2010 through 2014

Member	2014	2013	2012	2011	2010
City of Bellevue	53.0%	47.8%	45.5%	49.0%	49.5%
Covington Water District ⁽¹⁾	N/A	N/A	1.1	0.8	0.7
City of Issaquah	3.2	5.4	6.1	4.4	6.0
City of Kirkland	13.7	12.5	12.5	14.0	12.9
City of Redmond	17.6	19.8	20.4	20.2	20.9
Sammamish Plateau Water and Sewer District	4.1	6.9	7.0	4.0	3.0
Skyway Water and Sewer District	1.3	1.2	1.4	1.2	0.8
City of Tukwila	<u>7.1</u>	<u>6.4</u>	<u>5.9</u>	<u>6.3</u>	<u>6.0</u>
Total	100.0%	100.0%	100.0%	100.0%	100.0%

⁽¹⁾ Covington Water District withdrew from Cascade in December 2012. See “THE MEMBERS.” A portion of Covington’s withdrawal payment of approximately \$6 million was allocated to meet their 2013 assigned member charges.

Note: Totals may not add due to rounding.

Source: Cascade

General Authority

Each of the Members is responsible for providing water service to its customers. State law provides that municipal corporations and certain special purpose districts, including the Members, may establish water rates by action of their governing body, independent of review or approval by any State board or commission such as the State Utilities and Transportation Commission. Water rates established by the Members must be non-discriminatory, and Members must be in compliance with the Safe Water Drinking Act. Each Member is in compliance with these requirements.

Governing Bodies

The five current Members that are cities are each governed by a city council and mayor, under one of the various forms of city government specified by State law. Each of the two current Members that are water-sewer districts is governed by a board of commissioners, which may have three or five members. All council members and commissioners are elected by the registered voters within their respective city or district.

Accounting and Auditing

State law requires that each Member’s accounting and reporting policies conform to the rules and regulations adopted by the State Auditor’s Office. Each Member’s financial statements are required to be audited by the Office of the State Auditor.

Member and Regional Water Rates

The following table shows typical monthly single-family residential water bills for Cascade Members and other cities or districts within the region that provide water service. Some utilities charge higher rates in the summer, while others charge the same rate year round. The table below is based on summer rates, using the rates for the smallest water meter size, and assumes 800 cubic feet monthly consumption.

Member and Other Regional Water Rates - 2014

<i>Cascade Members</i>	Monthly Charge
City of Bellevue	\$46.43
City of Issaquah	43.03
City of Kirkland	35.60
City of Redmond	33.20
Novelty Hill (1)	50.60
Sammamish Plateau Water & Sewer District	38.60
Skyway Water and Sewer District	45.65
City of Tukwila	46.20
<i>Other Regional Cities or Districts</i>	
City of Everett	\$33.83
City of Mercer Island	22.24
Northshore Utility District	37.50
City of Renton	37.92
City of Seattle	58.42
City of Tacoma	32.31
Woodinville Water District	42.74

⁽¹⁾ *The City of Redmond has two separate service areas: the City Service Area and the Novelty Hill service area (both shown above).*
Source: Cascade.

Member Information

City of Bellevue. The City of Bellevue (“Bellevue”) is located on the east side of Lake Washington, across the lake from Seattle. Bellevue was incorporated in 1953 and encompasses more than 31 square miles, with a population of 134,400, estimated as of April 1, 2014 by the State Office of Financial Management (“OFM”). See Appendix A - “City of Bellevue.”

City of Issaquah. The City of Issaquah (“Issaquah”) is located in the central portion of King County, approximately 15 miles southeast of Seattle. Issaquah was incorporated in 1892 and encompasses approximately 11.4 square miles. Issaquah has a population of 32,880, estimated as of April 1, 2014, by OFM. See Appendix A - “City of Issaquah.”

City of Kirkland. The City of Kirkland (“Kirkland”) is located on the east side of Lake Washington, just northwest of Bellevue and approximately 12 miles northeast of Seattle. Kirkland was incorporated in 1905, and encompasses approximately 18 square miles. Kirkland has a population of 82,590, estimated as of April 1, 2014 by OFM. See Appendix A - “City of Kirkland.”

City of Redmond. The City of Redmond (“Redmond”) is located on the east side of Lake Washington, just northeast of Bellevue and approximately 15 miles east/northeast of Seattle. Redmond was incorporated in 1912, and encompasses approximately 17 square miles. Redmond has a population of 57,700, estimated as of April 1, 2014 by OFM. See Appendix A - “City of Redmond.”

Sammamish Plateau Water and Sewer District. Sammamish Plateau Water and Sewer District (“Sammamish”) provides water and wastewater service to an area consisting primarily of rural and suburban residential property in the central portion of King County. Sammamish was formed in 1948 and provides water and wastewater service to all of the City of Sammamish, portions of Issaquah and Redmond, and portions of unincorporated King County. Sammamish serves a population of 55,000, estimated as of April 1, 2013 by Sammamish based on the number of equivalent residential units and average household size. See Appendix A - “Sammamish Plateau Water and Sewer District.”

Skyway Water and Sewer District. Skyway Water and Sewer District (“Skyway”) is located in unincorporated King County, southwest of Lake Washington. Skyway was formed in 1986 through the merger of five separate water and/or sewer districts, and encompasses an area of approximately three square miles. Skyway provides water and wastewater service to an area consisting primarily of suburban residential property just south of Seattle. Skyway has a population of 9,890, estimated as of April 1, 2013 by Skyway. See Appendix A - “Skyway Water and Sewer District.”

City of Tukwila. The City of Tukwila (“Tukwila”) is located in the western portion of King County, just south of Seattle. Tukwila was incorporated in 1908 and encompasses approximately 9.7 square miles. Tukwila has a population of 19,210, estimated as of April 1, 2014 by OFM. See Appendix A - “City of Tukwila.”

GENERAL AND ECONOMIC INFORMATION

Cascade is located in King County, which encompasses 2,128 square miles, ranking eleventh in geographical size of the State’s thirty-nine counties. King County is the largest by population in the State and is the financial, economic and industrial center of the Pacific Northwest Region. Nearly 30 percent of the State’s population resides in King County, and of King County’s population, 32 percent resides in Seattle. King County, together with all of Snohomish County (located to its north), and Island County (northwest of King County), constitutes the Seattle Primary Metropolitan Statistical Area (the “Seattle PMSA”) as defined by the State Employment Security Department. King County makes up approximately 71 percent of the population of the Seattle PMSA.

King County has 39 incorporated cities and towns. Historical population figures for the State and King County are shown below.

<u>Year</u>	<u>Washington</u>	<u>King County (Total)</u>
2014	6,968,170	2,017,250
2013	6,882,400	1,981,000
2012	6,817,770	1,957,000
2011	6,767,900	1,942,600
2010	6,724,540	1,913,249
2009	6,672,159	1,909,205

Source: State Office of Financial Management and 2010 U.S. Census.

Economic Indicators

Economic indicators for King County are provided as follows:

Taxable Retail Sales	
<u>Year</u>	<u>King County ⁽¹⁾</u>
2013	\$46,602,298,766
2012	43,038,779,843
2011	40,403,613,957
2010	38,789,860,546
2009	39,149,685,710

⁽¹⁾ *Includes incorporated and unincorporated King County.*

Source: Washington State Department of Revenue

King County Median Household Income

Year	King County	Washington
2013 ⁽¹⁾	\$70,365	\$58,577
2012 ⁽²⁾	68,313	56,444
2011	66,294	55,500
2010	65,383	54,888
2009	63,745	55,458

⁽¹⁾ Projection. Most recent data available.

⁽²⁾ Preliminary.

Source: Washington State Office of Financial Management.

King County (Total) Residential Building Permits

Year	Number of Permits	Value of Permits
2013	4,554	\$ 2,414,075,573
2012	3,938	2,197,719,628
2011	2,736	1,155,094,272
2010	2,692	1,010,942,012
2009	2,110	663,664,817

Source: U.S. Census Bureau.

Civilian Labor Force and Employment

King County	Annual Average					
	April 2014 ⁽¹⁾	2013	2012	2011	2010	2009
Civilian Labor Force	1,163,960	1,139,610	1,129,670	1,115,790	1,113,290	1,119,030
Employment	1,114,030	1,079,950	1,055,000	1,025,070	1,011,940	1,023,130
Unemployment	49,930	59,660	74,670	90,720	101,350	95,910
Unemployment Rate	4.3%	5.2%	6.6%	8.1%	9.1%	8.6%
Washington State						
Civilian Labor Force	3,452,270	3,461,130	3,484,730	3,473,100	3,515,190	3,523,510
Employment	3,257,970	3,218,410	3,203,430	3,153,920	3,166,680	3,194,260
Unemployment	194,300	242,720	281,300	319,180	348,510	329,250
Unemployment Rate	5.6%	7.0%	8.1%	9.2%	9.9%	9.34%

⁽¹⁾ Preliminary. Most recent data available.

Source: State Employment Security Department.

Major Employers in the Puget Sound Area ⁽¹⁾

Employer	Number of Full-Time Employees
The Boeing Company	85,000
Joint Base Lewis-McChord	56,000
Navy Region Northwest	43,000
Microsoft Corp.	41,664
University of Washington	29,800
Providence Health & Services	20,240
Wal-Mart Stores, Inc.	18,000
Fred Meyer Stores	14,590
King County Government	12,993
U.S. Postal Service	11,914
Starbucks Corp.	10,837
City of Seattle	10,479
MultiCare Health System	10,257
Franciscan Health System	9,869
Nordstrom, Inc.	9,281
Costco Wholesale Corp.	8,912
PeaceHealth	8,800

⁽¹⁾ Does not include part-time or seasonal employment figures. Includes all employees in the State.

Source: Puget Sound Business Journal's 2014 Book of Lists. Amazon.com Inc. did not participate in the survey that produced the table; and had it done so, likely would have been ranked in this list of major employers.

LEGAL INFORMATION

Absence of Litigation Affecting the Bonds or the Joint Agreement

There is no proceeding pending or threatened to restrain or enjoin the issuance or sale of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of Cascade taken with respect to the issuance or sale thereof, the collection, pledge or application of the Net Revenue in payment of the Bonds, the validity of the Joint Agreement or the existence or powers of Cascade insofar as they relate to the authorization, sale and issuance of the Bonds or such collection, pledge or application of the Net Revenue.

Pending Litigation

As of the date of this Official Statement, there is no proceeding, pending or threatened litigation against Cascade.

Certain Legal Matters

Legal matters incident to the authorization, issuance and sale of the Bonds by Cascade are subject to the approving legal opinion of Foster Pepper PLLC, Seattle, Washington, Bond Counsel. The proposed form of the opinion of Bond Counsel with respect to the Bonds is attached as Appendix D. The opinion of Bond Counsel is given based on factual representations made to Bond Counsel, and under existing law, as of the date of initial delivery of the Bonds, and Bond Counsel assumes no obligation to revise or supplement its opinion to reflect any facts or circumstances that may thereafter come to its attention, or any changes in law that may thereafter occur. The opinion of Bond Counsel is an expression of its professional judgment on the matters expressly addressed in its opinion and does not constitute a guarantee of result.

Certain legal matters will be passed upon for Cascade by its General Counsel, Van Ness Feldman LLP of Seattle, Washington.

Potential Conflicts of Interest

Cascade is aware of the following conflicts of interest various parties may have in connection with the issuance of the Bonds. Some of the fees of the Financial Advisor and Bond Counsel are contingent upon the sale of the Bonds. Bond Counsel is serving or has served as bond counsel and other special counsel to Bellevue, Issaquah, Kirkland, Redmond, Tukwila, Seattle Public Utilities, Skyway and Tacoma Water. A. Dashen and Associates is serving or has served as financial advisor to Tacoma Water.

Enforceability of Remedies

The remedies available to the Registered Owners upon an Event of Default under the Bond Resolution or other documents described herein are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay and could be both expensive and time consuming to obtain. If Cascade fails to comply with its

covenants under the Bond Resolution or to pay principal of or interest on the Bonds when due, there can be no assurance that available remedies will be adequate to fully protect the interests of the owners of the Bonds.

In addition to the limitations on remedies contained in State law, the rights and obligations under the Bonds and the Bond Resolution may be limited by and are subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, and other laws relating to or affecting creditors' rights, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases. The legal opinion of Bond Counsel regarding the validity of the Bonds will be qualified by reference to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws affecting the rights of creditors generally, and by general principles of equity.

A municipal corporation such as Cascade must be specifically authorized under state law in order to seek relief under Chapter 9 of the U.S. Bankruptcy Code (the "Bankruptcy Code"). Washington State law expressly permits any "taxing district" (defined to include any municipality or political subdivision) to voluntarily petition for relief under a predecessor to the Bankruptcy Code. A creditor cannot bring an involuntarily bankruptcy proceeding against a municipality, including Cascade. Under Chapter 9, a federal bankruptcy court may not appoint a receiver for a municipality or order the dissolution or liquidation of the municipality. The federal bankruptcy courts have certain discretionary powers under the Bankruptcy Code.

TAX MATTERS

Tax Exemption

Exclusion From Gross Income. In the opinion of Bond Counsel, under existing federal law and assuming compliance with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issue date of the Bonds, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals.

Continuing Requirements. Cascade is required to comply with certain requirements of the Code after the date of issuance of the Bonds in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, without limitation, requirements concerning the qualified use of Bond proceeds and the facilities financed or refinanced with Bond proceeds, limitations on investing gross proceeds of the Bonds in higher yielding investments in certain circumstances, and the requirement to comply with the arbitrage rebate requirement to the extent applicable to the Bonds. Cascade has covenanted in the Bond Resolution to comply with those requirements, but if Cascade fails to comply with those requirements, interest on the Bonds could become taxable retroactive to the date of issuance of the Bonds. Bond Counsel has not undertaken and does not undertake to monitor Cascade's compliance with such requirements.

Corporate Alternative Minimum Tax. While interest on the Bonds also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, under Section 55 of the Code, tax exempt interest, including interest on the Bonds, received by corporations is taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations (as defined for federal income tax purposes). Under the Code, alternative minimum taxable income of a corporation will be increased by 75 percent of the excess of the corporation's adjusted current earnings (including any tax exempt interest) over the corporation's alternative minimum taxable income determined without regard to such increase. A corporation's alternative minimum taxable income, so computed, that is in excess of an exemption of \$40,000, which exemption will be reduced (but not below zero) by 25 percent of the amount by which the corporation's alternative minimum taxable income exceeds \$150,000, is then subject to a 20 percent minimum tax.

A small business corporation is exempt from the corporate alternative minimum tax for any taxable year beginning after December 31, 1997, if its average annual gross receipts during the three-taxable-year period beginning after December 31, 1993, did not exceed \$5,000,000, and its average annual gross receipts during each successive three-taxable-year period thereafter ending before the relevant taxable year did not exceed \$7,500,000.

Tax on Certain Passive Investment Income of S Corporations. Under Section 1375 of the Code, certain excess net passive investment income, including interest on the Bonds, received by an S corporation (a corporation treated as a partnership for most federal tax purposes) that has Subchapter C earnings and profits at the close of the taxable year may be subject to federal income taxation at the highest rate applicable to corporations if more than 25 percent of the gross receipts of such S corporation is passive investment income.

Foreign Branch Profits Tax. Interest on the Bonds may be subject to the foreign branch profits tax imposed by Section 884 of the Code when the Bonds are owned by, and effectively connected with a trade or business of, a United States branch of a foreign corporation.

Possible Consequences of Tax Compliance Audit. The Internal Revenue Service (the "IRS") has established a general audit program to determine whether issuers of tax-exempt obligations, such as the Bonds, are in compliance with requirements of the Code that must be satisfied in order for interest on those obligations to be, and continue to be,

excluded from gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS would commence an audit of the Bonds. Depending on all the facts and circumstances and the type of audit involved, it is possible that commencement of an audit of the Bonds could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of its ultimate outcome.

Certain Other Federal Tax Consequences

Bonds Not “Qualified Tax-Exempt Obligations” for Financial Institutions. Section 265 of the Code provides that 100 percent of any interest expense incurred by banks and other financial institutions for interest allocable to tax-exempt obligations acquired after August 7, 1986, will be disallowed as a tax deduction. However, if the tax exempt obligations are obligations other than private activity bonds, are issued by a governmental unit that, together with all entities subordinate to it, does not reasonably anticipate issuing more than \$10,000,000 of tax exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) in the current calendar year, and are designated by the governmental unit as “qualified tax exempt obligations,” only 20 percent of any interest expense deduction allocable to those obligations will be disallowed.

Cascade is a governmental unit under chapter 39.106 RCW that, together with all subordinate entities, reasonably anticipates issuing more than \$10,000,000 of tax exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) during the current calendar year, and has **not** designated the Bonds as “qualified tax exempt obligations” for purposes of the 80 percent financial institution interest expense deduction. Therefore, no interest expense of a financial institution allocable to the Bonds is deductible for federal income tax purposes.

Reduction of Loss Reserve Deductions for Property and Casualty Insurance Companies. Under Section 832 of the Code, interest on the Bonds received by property and casualty insurance companies will reduce tax deductions for loss reserves otherwise available to such companies by an amount equal to 15 percent of tax exempt interest received during the taxable year.

Effect on Certain Social Security and Retirement Benefits. Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take receipts or accruals of interest on the Bonds into account in determining gross income.

Other Possible Federal Tax Consequences. Receipt of interest on the Bonds may have other federal tax consequences as to which prospective purchasers of the Bonds may wish to consult their own tax advisors.

Potential Future Federal Tax Law Changes. From time to time, there are legislative proposals in Congress which, if enacted, could require changes in the description of federal tax matters relating to the Bonds set forth above or adversely affect the market value of the Bonds. It cannot be predicted whether future legislation may be proposed or enacted that would affect the federal tax treatment of interest received on the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors regarding any proposed or pending legislation that would change the federal tax treatment of interest on the Bonds.

Original Issue Discount. The Bonds maturing in 2029 have been sold at a price that reflects original issue discount (“Discount Bonds”). Under existing law, the original issue discount in the selling price of each Discount Bond, to the extent properly allocable to each owner of such Discount Bond, is excluded from gross income for federal income tax purposes with respect to such owner. The original issue discount is the excess of the stated redemption price at maturity of such Discount Bond over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the Discount Bonds of such maturity were sold.

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Discount Bond during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond. Any gain realized by an owner from a sale, exchange, payment or redemption of a Discount Bond will be treated as gain from the sale or exchange of such Discount Bond.

The portion of original issue discount that accrues in each year to an owner of a Discount Bond may result in certain collateral federal income tax consequences. The accrual of such portion of the original issue discount will be included in the calculation of alternative minimum tax liability as described above, and may result in an alternative minimum tax liability even though the owner of such Discount Bond will not receive a corresponding cash payment until a later year.

Owners who purchase Discount Bonds in the initial public offering but at a price different from the first offering price at which a substantial amount of those Discount Bonds were sold to the public, or who do not purchase Discount Bonds in the initial public offering, should consult their own tax advisors with respect to the tax consequences of the ownership of such Discount Bonds. Owners of Discount Bonds who sell or otherwise dispose of such Discount Bonds prior to maturity should consult their own tax advisors with respect to the amount of original issue discount accrued over the period such Discount Bonds have been held and the amount of taxable gain or loss to be recognized upon that sale or other disposition of Discount Bonds. Owners of Discount Bonds also should consult their own tax advisors with respect to state and local tax consequences of owning such Discount Bonds.

Original Issue Premium. The Bonds maturing in 2017 through 2028, inclusive, have been sold at prices reflecting original issue premium (“Premium Bonds”). An amount equal to the excess of the purchase price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity. The amount of amortizable premium allocable to an interest accrual period for a Premium Bond will offset a like amount of qualified stated interest on such Premium Bond allocable to that accrual period, and may affect the calculation of alternative minimum tax liability described above. As premium is amortized, the purchaser’s basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed. Purchasers of Premium Bonds, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Premium Bonds.

CONTINUING DISCLOSURE

Cascade has agreed to covenant for the benefit of the holders and beneficial owners of the Bonds to provide certain financial information and operating data of Cascade and of the Members (“Required Members”) required to pay 10 percent or more of the Member Charges paid during the applicable fiscal year (the “Annual Disclosure Report”), by not later than nine months following the end of Cascade’s fiscal year (currently, a year ending on December 31), commencing with the Annual Disclosure Report for the 2014 fiscal year, and to provide notices of the occurrence of certain listed events. Each of the Members has agreed that in each year in which the Member Charges such Member is required to pay are 10 percent or more of the sum of the Member Charges paid by all of the Members in such year, such Member will provide to Cascade not later than August 31 of the following year historical financial information and operating data of the type included for such Member in the Official Statement and required to be updated by Cascade.

Cascade’s Annual Disclosure Report and notices of listed events are to be filed with the MSRB. The specific nature of the information to be contained in the Annual Disclosure Report and in notices of listed events is set forth in Cascade’s Continuing Disclosure Certificate, the proposed form of which is included in this Official Statement as Appendix E.

Cascade filed its annual financial statements and operating data on time for the years 2008, 2009, 2011 and 2012. Cascade filed its operating data on time for the year 2010, but failed to file its audited financial statements for 2010 when they became available, due to an error in posting with the MSRB.

Cascade timely filed a document with links to the annual financial statements for the Required Members for years 2008 through 2010, inclusive, and 2012. For the year 2011, Cascade timely filed the audited financial statements for the City of Redmond and timely filed a document with links to the annual financial statements for the cities of Bellevue and Kirkland. Cascade has now additionally filed hard-copy audited financial statements for the Required Members for which links had previously been provided.

Cascade failed to file operating data for Required Members for years 2009 through 2011, but has now filed operating data for Required Members for those years.

Cascade filed all required information for the prior years noted above to be in compliance with its undertaking and believes it has established a system to ensure timely filing in the future.

Additionally, on September 3, 2009 Standard & Poor’s Ratings Services upgraded the rating assigned to the 2006 Bonds from “AA-” to “AA+.” The upgraded rating was disclosed in an official statement posted on EMMA on September 29, 2009, but that official statement was not specifically referenced in a notice posted for all then-outstanding 2006 Bonds. Prior to the issuance of the Bonds, Cascade filed the rating change notice.

INITIATIVE AND REFERENDUM

Under the State Constitution, the voters of the State have the ability to initiate legislation and require the State Legislature to refer legislation to the voters through the power of initiative and referendum, respectively. The initiative power may not be used to amend the State Constitution. Initiatives and referenda are submitted to the voters upon receipt of petitions signed by at least eight percent (initiatives) and four percent (referenda) of the number of voters registered and voting for the office of Governor at the preceding regular gubernatorial election. Qualifying initiatives to the voters are submitted at

the next state general election and must be approved by a majority of voters to be enacted into law. Initiatives to the Legislature are submitted to the Legislature at its regular session each January. Once submitted, the Legislature must either adopt the initiative as proposed, reject the proposed initiative (in which case the initiative must be placed on the ballot at the next state general election) or approve an amended version of the proposed initiative (in which case both the amended version and the original proposal must be placed on the next state general election ballot). Any initiative approved by a majority of voters may not be amended or repealed by the Legislature within a period of two years following enactment, except by a vote of two-thirds of all the members elected to each house of the Legislature; after two years, the law is subject to amendment or repeal by the Legislature in the same manner as other laws.

Initiative petitions may be filed from time to time. In recent years there has been an increase in the number of initiatives and referenda filed in the State, including initiatives affecting the powers of local jurisdictions. Cascade cannot predict whether any initiatives affecting Cascade will qualify to be submitted to the people for vote or, if submitted, will be approved.

OTHER BOND INFORMATION

Official Statement

At the time of delivery of the Bonds, one or more officials of Cascade will furnish a certificate stating that to the best of his, her or their knowledge this Official Statement, as of its date and as of the date of delivery of the Bonds, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading."

Ratings

Moody's Investors Service and Standard & Poor's Rating Services have assigned their municipal bond ratings of Aa2 and AA+, respectively, to the Bonds. Ratings were applied for by Cascade and certain information was supplied by Cascade and the Members to the rating agencies to be considered in evaluating the Bonds. The ratings reflect only the respective views of the rating agencies and an explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that the ratings will be retained for any given period of time or that the ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of the ratings would be likely to have an adverse effect on the market price of the Bonds.

Financial Advisor

A. Dashen & Associates (the "Financial Advisor") has served as Financial Advisor to Cascade relative to the preparation of the Bonds for sale, timing of the sale and other factors relating to the Bonds. The Financial Advisor has not audited, authenticated or otherwise verified the information set forth in this Official Statement or other information provided relative to the Bonds. The Financial Advisor makes no guaranty, warranty or other representation on any matter related to the information contained in the Official Statement. The Financial Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, marketing, trading or distributing municipal securities. A portion of the compensation of the Financial Advisor is contingent upon the sale of the Bonds and delivery thereof to the Underwriter.

Underwriting

The Bonds are being purchased by BMO Capital Markets GKST Inc. (the "Underwriter") at a price of \$33,442,270.00. The Bonds will be re-offered at a price of \$33,616,430.00. The Underwriter has represented that the Bonds will be reoffered at the prices or yields set forth on the inside cover of this Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering prices set forth on the cover hereof, and such initial offering prices may be changed from time to time by the Underwriter. After the initial public offering, the public offering prices may be varied from time to time.

Summaries, Opinions and Estimates Qualified

The references, excerpts and summaries contained herein of the Bond Resolution, the Joint Agreement and any other documents or agreements referred to herein do not purport to be complete statements of the provisions of such documents or agreements and reference should be made to such documents or agreements for a full and complete statement of all matters relating to the Bonds, the basic agreements securing the Bonds and the rights and obligations of the holders thereof. The Bond Resolution is included as Appendix B. Copies of other reports, documents, agreements and studies referred to herein and in the Appendices hereto are available upon written request at the office of Cascade shown on page iii of this Official Statement.

The authorizations, agreements and covenants of Cascade are set forth in the Bond Resolution, and neither this Official Statement nor any advertisement of the Bonds is to be construed as a contract with the holders of the Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so identified, are intended merely as such and not as representations of fact.

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APPENDIX A

FINANCIAL INFORMATION REGARDING THE MEMBERS

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City of Bellevue

Payments to Cascade

The City of Bellevue's ("Bellevue") budgeted payments to Cascade for 2014 total \$19,915,136, as follows:

Administration Dues	\$ 1,238,812
Demand Share Charges	16,762,457
RCFC	1,561,300
Conservation	<u>352,567</u>
Total	\$19,915,136

Note: Totals may not add due to rounding.

Bellevue

Bellevue is located on the east side of Lake Washington, across the lake from Seattle. Bellevue was incorporated in 1953, and encompasses approximately 31 square miles. Bellevue has a total population of approximately 134,400, as of April 1, 2014, according to the State's Office of Financial Management. Bellevue is organized as a code city, with a council-manager form of government, with a seven-member elected council. Bellevue's city council members are elected to overlapping four-year terms. The mayor is one of the seven city council members and is elected by council members to serve in that capacity. The city council has authority to set rates and charges for water service.

Bellevue's Water Utility

Bellevue's water utility service area covers 37.8 square miles. Bellevue's water utility owns and operates 616 miles of water distribution and transmission mains, 27 reservoirs with over 42.5 million gallons of storage, and 22 pump stations. Bellevue's water utility serves most of Bellevue as well as the adjacent communities of Clyde Hill, Hunts Point, Medina and Yarrow Point, and certain areas of unincorporated King County.

Bellevue's water utility purchases all of its water from Cascade, and has no other supply or treatment facilities. In 2013, Bellevue's water utility sold approximately 4.9 million gallons of water to approximately 37,300 water accounts. The largest customer of Bellevue's water utility represents less than two (2.0) percent of the total water revenue, and the top ten customers represent less than seven (7.0) percent of the total water revenue.

Outstanding Debt

Bellevue's water utility is a component of Bellevue's combined water, sewer, and storm and surface water utility (the "waterworks utility"). Only the revenues of Bellevue's water utility are obligated under the Joint Agreement. The revenues of the sewer and storm and surface water utilities are not obligated under the Joint Agreement. As of May 2014, the waterworks utility had \$29,795 of loans from the State Public Works Trust Fund. The final payment on this loan will be paid in June, 2014. Bellevue has no water, sewer or storm and surface water revenue bonds outstanding. Bellevue does not anticipate incurring additional water utility debt in the next 12 months.

Debt Repayment Record

Bellevue has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Bellevue has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results of Bellevue's Water Utility

The following table shows historical operating results for Bellevue's water utility.

Statement of Revenues, Expenses and Changes in Fund Net Assets for Water Utility Fund

Fiscal Year Ending December 31

	2013	2012	2011	2010	2009
Operating Revenues					
Service charges and fees	\$44,904,000	\$39,970,000	\$36,007,000	\$34,659,000	\$33,061,000
Other	3,513,000	1,716,000	1,247,000	986,000	899,000
Total Operating Revenues	48,417,000	41,686,000	37,254,000	35,645,000	33,960,000
Operating Expenses					
Administrative and general	13,766,000	11,322,000	10,316,000	9,462,000	8,005,000
Maintenance and operations	23,961,000	22,626,000	21,011,000	21,403,000	19,139,000
Depreciation	3,475,000	4,706,000	3,510,000	2,896,000	2,878,000
Total Operating Expenses	41,202,000	38,654,000	34,837,000	33,761,000	30,022,000
Operating Income (Loss)	7,215,000	3,032,000	2,417,000	1,884,000	3,938,000
Non-operating Revenues (Expenses)					
Interest income	256,000	204,000	452,000	402,000	608,000
Net change in fair value of Investments	(272,000)	80,000	55,000	(31,000)	(195,000)
Interest expense	(1,000)	(1,000)	(1,000)	(36,000)	(52,000)
Rental Income	344,000	350,000	360,000	340,000	325,000
Gain (loss) on disposal of fixed assets	-	-	-	-	2,000
Other non-operating revenues	25,000	636,000	72,000	20,000	47,000
Total non-operating Revenues (Expenses)	352,000	1,269,000	938,000	695,000	735,000
Income Before Contributions & Transfers	7,567,000	4,301,000	3,355,000	2,579,000	4,673,000
Transfers in	144,000	263,000	94,000	214,000	718,000
Transfers out	(2,000)	(1,000)	(43,000)	(4,000)	(608,000)
Capital contributed from external sources	2,806,000	2,350,000	1,973,000	4,751,000	2,349,000
Total contributions and transfers	2,948,000	2,612,000	2,024,000	4,961,000	2,459,000
Net Income/Change In Net Assets	10,515,000	6,913,000	5,379,000	7,540,000	7,132,000
Total Net Assets – Beginning	160,901,000	153,988,000	148,609,000	141,069,000	133,937,000
Prior period adjustment	-	-	-	-	-
Total Net Assets – Ending	171,416,000	160,901,000	153,988,000	148,609,000	141,069,000

Note: Totals may not add due to rounding.

Source: City of Bellevue

City of Issaquah

Payments to Cascade

The City of Issaquah's ("Issaquah") budgeted payments to Cascade for 2014 total \$2,798,465, as follows:

Administration Dues	\$ 220,100
Demand Share Charges	834,324
RCFC	1,681,400
Conservation	<u>62,641</u>
Total	\$2,798,465

Note: Totals may not add due to rounding.

Issaquah

Issaquah is located in the central portion of King County, approximately 15 miles southeast of Seattle. Issaquah was incorporated in 1892 and encompasses approximately 11.4 square miles. Issaquah has an estimated population of 32,880, as of April 1, 2014, according to the State's Office of Financial Management. Issaquah is organized as a code city, governed by a mayor-council form of government, with a seven-member elected council. Issaquah's council members are elected to overlapping four-year terms. The mayor is elected to serve in a part-time capacity, for a four year term. A city administrator and other officers and department directors are appointed by the mayor with approval of the council members. The city council has authority to set rates and charges for water service.

Issaquah's Water Utility

Issaquah operates its water utility as a separate enterprise fund. Water supply comes primarily from groundwater produced by wells, and Issaquah has certificate rights to withdraw 2,800 acre-feet of groundwater annually with a maximum instantaneous withdrawal of 3,880 gallons per minute. Issaquah's water transmission and distribution system has approximately 90 miles of pipe ranging in size from three to sixteen inches in diameter, 12 reservoirs totaling approximately 12 million gallons, 12 booster pump stations, 25 pressure reducing stations and four wells providing a combined capacity of 3,080 gallons per minute. Issaquah's water storage facilities are covered, ground level reservoirs or standpipes.

In addition to its independent well supply, Issaquah contracts and purchases water supply from Cascade. In 2013, Issaquah's water utility sold approximately 1,002,700 hundred cubic feet of water to approximately 6,975 accounts. The top ten customers represent approximately \$304,000 of total water revenue.

Outstanding Debt

As of December 31, 2013, the water utility had a total of \$4,330,000 of outstanding water revenue bonds. The bond ordinance for the water utility currently has a debt service coverage requirement of 125 percent. Issaquah does not anticipate incurring additional water utility debt in the next 12 months.

Debt Repayment Record

Issaquah has promptly met all principal and interest payments of its bonds when due and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Issaquah has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following table shows historical operating results for Issaquah's water utility.

Statement of Revenues, Expenditures and Changes in Fund Net Assets for Water Utility Fund

Fiscal Year Ending December 31

	2013	2012	2011	2010	2009
Operating Revenues					
Charges for Services	\$7,148,000	\$7,138,000	\$6,872,000	\$5,938,000	\$6,631,000
Total Operating Revenues	7,148,000	7,138,000	6,872,000	5,938,000	6,631,000
Operating Expenses					
Maintenance & Operations	6,467,000	5,095,000	4,980,000	3,879,000	3,575,000
Administrative & General	-	-	-	210,000	206,000
Depreciation	1,630,000	1,498,000	1,712,000	1,645,000	1,588,000
Total Operating Expenses	8,097,000	6,593,000	6,692,000	5,734,000	5,369,000
Operating Income (Loss)	(949,000)	545,000	180,000	204,000	1,262,000
Non-operating Revenues (Expenses)					
Investment Earnings	18,000	3,000	31,000	4,000	8,000
Interest Expense	(177,000)	(216,000)	2,000	(391,000)	(414,000)
Debt Issuance Costs	-	11,000	-	-	(74,000)
Gain (loss) on capital asset disposition	-	-	-	-	-
Other Non-operating Revenues (Expenses)	(320,000)	-	(454,000)	-	-
Total Non-operating Revenues (Expenses)	(479,000)	(202,000)	(421,000)	(387,000)	(480,000)
Income before Contributions & Transfers	(1,428,000)	343,000	(241,000)	(183,000)	782,000
Capital Contributions	2,087,000	3,293,000	8,000	1,490,000	106,000
Developer donated assets	300,000	1,018,000	228,000	259,000	679,000
Transfers In	193,000	-	-	-	-
Transfers Out	(160,000)	(145,000)	(144,000)	(148,000)	(138,000)
Total capital contributions	2,420,000	4,166,000	92,000	1,601,000	647,000
Change in net assets	992,000	4,509,000	(149,000)	1,418,000	1,429,000
Total Net Assets – Beginning	54,004,000	49,495,000	57,177,000	55,759,000	54,330,000
Prior Period Adjustments	-	-	(7,533,000)	-	-
Total Net Assets – Ending	\$22,957,000	\$54,004,000	\$49,495,000	\$57,177,000	\$55,759,000

Source: City of Issaquah

City of Kirkland

Payments to Cascade

The City of Kirkland's ("Kirkland") budgeted payments to Cascade for 2014 total \$5,574,107, as follows:

Administration Dues	\$ 339,645
Demand Share Charges	4,297,099
RCFC	840,700
Conservation	<u>96,663</u>
Total	\$5,574,107

Kirkland

Kirkland is located in the eastern portion of King County, along the eastern shore of Lake Washington, approximately twelve miles northeast of Seattle. Kirkland was incorporated in 1905, and encompasses approximately 18 square miles. Kirkland has an estimated population of 82,590, as of April 1, 2014, according to the State's Office of Financial Management. Kirkland is organized as a code city, with a council-manager form of government, with a seven-member elected council. Kirkland's council members are elected to overlapping four-year terms. The mayor is one of the seven council members and is elected by council members to serve in that capacity. The city council has authority to set rates and charges for water service.

On June 1, 2011 Kirkland completed annexation of areas in unincorporated King County adjacent to the previous northern city limit, which areas contain a mix of residential, commercial and some light industrial areas, with approximately 11,950 housing units and 460 businesses. As a result of the annexation, the population of the City increased by approximately 31,800 and the land area was expanded by approximately 7 square miles, which is included in the figures above. Water and sewer services in the areas that were annexed continue to be provided by the Northshore Utility District ("Northshore") and the Woodinville Water District ("Woodinville") within their respective service areas. Kirkland has an existing franchise agreement with each district. The agreement with Northshore expires December 31, 2014 and the agreement with Woodinville expires December 31, 2018. Each of the agreements contains automatic 5 year extensions unless either party gives the other written notice of nonrenewal. In the event of nonrenewal, the franchise terminates five years after the most recent renewal date. Kirkland is currently negotiating with Northshore.

The Water Division

Kirkland's water division includes two reservoirs for storage: one with a capacity of 14.3 million gallons and one with a capacity of 11.5 million gallons. The water division maintains 173 miles of water mains, 1,899 fire hydrants, three pump stations and 36 pressure control stations.

Kirkland's water division purchases all of its water, and has no other supply or treatment facilities. In 2013, the water utility sold approximately 3.6 million gallons of water per day to approximately 12,318 retail accounts within Kirkland and in small portions of the city of Redmond and city of Bellevue service areas. The largest customer of the water utility represents approximately 0.51 percent of the total water revenue and the top ten accounts represent approximately 3.4 percent of the total water revenue.

Outstanding Debt

Kirkland has a combined utility system for purposes of financing, which includes a water division and a sewer division. Only the revenues of the water division are obligated under the Joint Agreement. The revenues of the sewer division are not obligated under the Joint Agreement. As of December 31, 2013, the combined system had \$475,000 of outstanding water and sewer revenue bonds, and \$1,771,988 of loans from the State's Public Works Trust Fund. The bond ordinance for the combined utility currently has a debt service coverage requirement of 125 percent. Kirkland received an award letter for a \$4,038,000 Public Works Trust Fund Loan for replacement of water and sewer infrastructure. Funds of \$26,843 were received in 2013, and the remainder is expected to be received in 2014-2016.

Debt Repayment Record

Kirkland has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Kirkland has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following table shows historical operating results for Kirkland's combined water and sewer systems. Only the revenues from the water system are obligated under the Joint Agreement. For the year-ended December 31, 2013, Kirkland's water operating revenue totaled \$12,209,980, or 49 percent of the total operating revenues for the combined water/sewer utility.

Statement of Revenues, Expenses and Changes in Fund Net Assets for Water/Sewer Utility

	Fiscal Year Ending December 31				
	2013	2012	2011	2010	2009
Operating Revenue					
Charges for Services	\$24,733,565	\$20,696,708	\$19,380,946	\$18,212,400	\$18,116,758
Miscellaneous Revenues	357,540	369,683	355,260	174,662	374,305
Total Operating Revenues	25,091,105	21,066,391	19,736,206	18,387,062	18,491,063
Operating Expense					
Administrative and General	2,907,225	3,076,654	2,766,722	2,556,566	2,593,394
Maintenance and Operations	14,485,735	13,228,145	12,703,794	11,490,173	11,213,657
Taxes	3,786,806	636,159	817,454	532,590	511,541
Depreciation	2,462,774	2,419,489	2,378,109	2,328,940	2,254,737
Total Operating Expenses	23,642,540	19,360,447	18,666,079	16,908,269	16,573,329
Operating Income (Loss)	1,448,565	1,705,944	1,070,127	1,478,793	1,917,734
Non-Operating Revenue (Expenses)					
Interest and Investment Revenue	45,323	141,721	179,206	207,848	408,529
Grant Income	-	5,909	112,832	-	3,285
Interest Expense	(38,416)	(67,793)	(107,227)	(142,694)	(174,973)
Amortization of Debt Issuance Costs	-	(19,980)	(47,640)	(51,216)	(60,568)
	-	-	-	-	-
Other Non-Operating Revenue	(722)	(67)	-	-	-
Total Non-Operating Rev./Exp.	6,185	59,790	137,171	13,938	176,273
Income Before Contributions & Transfers	1,454,750	1,765,734	1,207,298	1,492,731	2,094,007
Capital Contributions	2,000,842	1,722,276	933,222	1,629,426	2,540,947
Transfers In	-	-	-	-	-
Transfers Out	(190,000)	(100,000)	(143,000)	(115,466)	(100,000)
Change in Net Assets	3,265,592	3,388,010	1,997,520	3,006,691	4,534,954
Total Net Assets – Beginning	109,255,195	105,867,185	103,869,665	100,862,974	96,328,020
Prior Period Adjustments	-	-	-	-	-
Total Net Assets - January 1 (Restated)	-	-	-	-	96,328,020
Total Net Assets – Ending	\$112,520,787	\$109,255,195	\$105,867,185	\$103,869,665	\$100,862,974

Note: Totals may not add due to rounding.

Source: City of Kirkland

City of Redmond

Payments to Cascade

The City of Redmond's ("Redmond") budgeted payments to Cascade for 2014 total \$8,489,237, as follows:

Administration Dues	\$ 580,791
Demand Share Charges	5,341,153
RCFC	2,402,000
Conservation	<u>165,293</u>
Total	\$8,489,237

Note: Totals may not add due to rounding.

Redmond

Redmond is located in the eastern portion of King County, approximately 15 miles east of Seattle. Redmond was incorporated in 1912 and encompasses approximately 17 square miles. Redmond has an estimated population of 57,700, as of April 1, 2014, according to the State's Office of Financial Management. Redmond is organized as a code city, governed by a mayor-council form of government, with a seven-member elected council. Redmond's council members are elected at large to staggered four-year terms. The mayor is elected to serve in a full time capacity for a four-year term. Department directors are appointed by the mayor with approval of the council members. The city council has authority to set rates and charges for water service.

Redmond's Water Utility

Redmond has water right certificates in connection with its water system facilities that are further described below to withdraw 5,229 acre-feet of groundwater annually with an allowed maximum instantaneous withdrawal of 3,680 gallons per minute. Redmond's water transmission and distribution system includes approximately 324 miles of pipe 4 inch and larger. Redmond has 24 pressure zones, seven reservoirs totaling 22.8 million gallons, three additional shared reservoirs totaling 9.2 million gallons, five booster pump stations, four additional shared booster pump stations, 67 pressure reducing stations, and five wells providing a combined capacity of 3,530 gallons per minute. Redmond's water storage facilities are covered, ground level reservoirs or standpipes.

Redmond receives approximately 62 percent of its water from Cascade and 38 percent from its own wells. In 2013, Redmond sold approximately 2.2 billion gallons of water to approximately 16,000 accounts. The largest customer represents approximately 8 percent of the total water revenue and the top ten accounts represent approximately 15 percent of the total water revenue. Redmond's service area includes an area outside of the city limits, in unincorporated King County, known as Novelty Hill.

Total operating revenues include water and sewer sales, King County sewage treatment fees, water and sewer engineering fees, hydrant fees, and regional capital facility charges. In 2013, 49 percent of total operating revenues were directly attributable to water.

Outstanding Debt

Redmond operates two water/wastewater utilities – one within the city (the "city system") and one for the Novelty Hill service area. Redmond maintains separate fund accounting for the two systems (the "Redmond City Water/Wastewater Fund" and the "Novelty Hill Water/Wastewater Fund," respectively). Both of these utilities' operations are self-supported through user charges. Only the revenues of the water systems (and not wastewater systems) are obligated under the Joint Agreement. As of July 24, 2014, Redmond had \$31.63 million in city system revenue bonds outstanding. The bond ordinance for the city system revenue bonds currently has a debt service coverage requirement of 120 percent. Redmond combines its utilities (water, wastewater, and stormwater) for the purposes of bond issuance, so water revenues would be included in debt service coverage calculations.

Debt Repayment Record

Historically, Redmond has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Redmond has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following tables show historical operating results for Redmond's City Water/Wastewater Fund and Novelty Hill Water/Wastewater Fund. In calendar year 2013, water sales accounted for approximately 38 percent of the total revenues of the combined water/wastewater systems. Only the revenue from the water systems is obligated under the Joint Agreement.

Statement of Revenues, Expenses, and Changes in Fund Net Assets

	City Water/Wastewater Fund				
	Fiscal Year Ending December 31				
	2013	2012	2011	2010	2009
Operating Revenues					
Charges for services	\$20,175,190	\$18,352,114	\$16,949,645	\$15,497,332	\$16,624,073
Metro service	12,572,279	11,335,722	11,027,587	9,953,837	9,952,505
Total Operating Revenues	32,747,469	29,687,836	27,977,232	25,451,169	26,576,578
Operating Expenses					
Administrative and general	3,457,306	3,820,971	4,504,502	4,256,796	4,512,783
Purchased water	6,484,639	5,429,664	4,717,588	4,260,094	4,804,012
Metro service	12,299,197	10,916,196	11,098,387	9,773,416	10,103,898
Maintenance and operations	2,894,122	2,816,163	3,053,316	2,416,167	2,731,006
Taxes	1,599,779	1,745,349	574,188	569,688	541,556
Depreciation and amortization	3,770,073	3,668,413	3,571,416	3,474,911	3,496,186
Total Operating Expenses	30,505,116	28,396,756	27,519,397	24,751,072	26,189,441
Operating Income (Loss) ⁽¹⁾	2,242,353	1,291,080	457,835	700,097	387,137
Non-operating Revenues (Expenses)					
Interest and investment revenue	206,038	114,187	124,903	173,070	193,948
Net change in fair value of investments	(143,950)	-	-	-	-
Grants	64,653	79,454	16,394	-	-
Interest expense	(412,866)	(438,741)	(463,122)	(432,404)	(303,972)
Amortization of Debt Issue Costs	-	-	(7,689)	(7,689)	(7,689)
Miscellaneous	82,901	113,816	82,052	46,550	119,348
Total non-operating Revenues (Expenses)	(203,224)	(131,284)	(247,462)	(220,473)	1,635
Income Before Contributions & Transfers	2,039,129	1,159,796	210,373	479,624	388,772
Capital contributions	4,093,186	6,924,927	3,170,605	3,507,295	3,425,318
Transfers in	2,878,370	-	-	-	-
Transfers out	(2,792,130)	-	-	-	-
Change in net assets	6,218,555	8,084,723	3,380,978	3,986,919	3,814,090
Total Net Assets – Beginning	156,097,003	148,104,484	144,723,506	140,736,587	136,922,497
Prior Period Adjustments	-	(92,204)	-	-	-
Total Net Assets – Ending	\$162,315,558	\$156,097,003	\$148,104,484	\$144,723,506	\$140,736,587

Source: The City of Redmond

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Novelty Hill Water/Wastewater Fund
For the Year Ended December 31

	2013	2012	2011	2010	2009
Operating Revenues					
Charges for services	\$4,853,903	\$5,001,060	\$4,342,207	\$4,105,828	\$3,643,243
Metro service	1,827,927	1,598,449	1,507,711	1,255,898	1,185,294
Total Operating Revenues	6,681,830	6,599,509	5,849,918	5,361,726	4,828,537
Operating Expenses					
Administrative and general	537,903	537,623	494,859	655,193	663,573
Purchased water	1,640,721	2,044,385	1,793,026	1,968,136	1,467,695
Metro service	1,773,156	1,553,118	1,462,050	1,204,473	1,133,869
Maintenance and operations	555,986	511,697	567,389	454,379	465,028
Taxes	155,714	144,961	134,927	114,120	90,914
Depreciation and amortization	1,324,491	1,329,425	1,299,684	1,145,876	1,141,731
Total Operating Expenses	5,987,971	6,121,209	5,751,935	5,542,177	4,962,810
Operating Income (Loss)	693,859	478,300	97,983	(180,451)	(134,273)
Non-operating Revenues (Expenses)					
Interest and investment revenue	138,150	80,914	98,309	104,268	93,131
Net change in fair value of investments	(96,204)	-	-	-	-
Miscellaneous	67,997	63,040	60,611	58,282	55,729
Total non-operating Revenues (Expenses)	109,943	143,954	158,920	162,550	148,860
Income Before Contributions & Transfers	803,802	622,254	256,903	(17,901)	14,587
Capital contributions	1,035,202	680,125	1,395,025	1,082,944	1,062,211
Transfers in	1,192,140	-	-	-	-
Transfers out	(1,192,140)	-	-	-	-
Change in net assets	1,839,004	1,302,379	1,651,928	1,065,043	1,076,798
Total Net Assets – Beginning	75,785,233	74,482,854	72,830,926	71,765,883	70,689,085
Prior Period Adjustments	-	-	-	-	-
Total Net Assets – Ending	\$77,624,237	\$75,785,233	\$74,482,854	\$72,830,926	\$71,765,883

Source: The City of Redmond

Samamish Plateau Water and Sewer District

Payments to Cascade

Samamish Plateau Water and Sewer District's ("Samamish") budgeted payments to Cascade for 2014 total \$3,294,445, as follows:

Administration Dues	\$ 409,064
Demand Share Charges	907,411
RCFC	1,861,550
Conservation	<u>116,420</u>
Total	\$3,294,445

Note: Totals may not add due to rounding.

Samamish

Samamish is located in the central portion of King County, approximately 15 miles east of Seattle. Samamish encompasses an area of approximately 30 square miles, with boundaries that include the City of Samamish, portions of the cities of Issaquah and Redmond, and portions of unincorporated King County. Samamish serves an approximate population of 55,000, as of April 1, 2013, as estimated by Samamish based on the number of equivalent residential units and average household size in the district.

Samamish was formed in 1948, and has grown through mergers with two neighboring water districts. Samamish operates its facilities with 49 full-time employees and is managed by a board of commissioners (the "board") comprised of five elected officials who serve staggered six-year terms. The board serves as the governing body of Samamish and has authority to set rates and charges.

The Water System

Samamish's water system consists of 310 miles of water mains. Samamish has 12 wells with a total water capacity of 15.2 MGD and pump capacity of 10,235 gallons per minute. Samamish has 8 water storage reservoirs with a combined storage capacity of 23 million gallons. Additionally, Samamish has an intertie agreement with the Northeast Samamish Sewer and Water District, the City of Issaquah and Union Hill Water Association, Overdale Water Association and Ames Lake Water Association. All of the Intertie Agreements except the Northeast Samamish Sewer and Water District are for emergency use. The Northeast Samamish Sewer and Water District intertie allows water to flow through a jointly owned tank to/from the Northeast Samamish service area.

In 2013, Samamish sold approximately 1,536 million gallons of water to approximately 17,027 accounts. The largest customer of the water utility represented approximately two percent of the total water revenue and the top ten customers represented approximately 8.5 percent of the total water revenue.

Outstanding Debt

Samamish has a combined utility system for purposes of financing, which includes a water system and a sewer system. Only the revenues of the water utility are obligated under the Joint Agreement. The revenues of the sewer division are not obligated under the Joint Agreement. As of December 31, 2013, the system had \$17,905,000 of outstanding water and sewer revenue bonds and \$2,711,852 of loans from the State's Public Works Trust Fund. The bond resolution currently has a debt service coverage requirement of 125 percent. Samamish does not anticipate incurring additional debt in the next 12 months.

Debt Repayment Record

Samamish has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Samamish has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following table shows historical operating results for Sammamish's combined water and sewer system. In 2013, the water sales provided approximately 47 percent of the total revenues of the combined water and sewer system. Only the revenues of the water utility are obligated under the Joint Agreement.

Statement of Revenues, Expenses and Changes in Net Assets for the Water and Sewer System Fiscal Years Ending December 1

	2013 Preliminary	2012 Re-stated	2012	2011	2010	2009
Operating Revenue						
Water service	\$10,910,378	\$10,473,744	\$10,473,744	\$9,035,244	\$8,211,091	\$8,938,295
Sewer service	11,085,505	9,873,680	9,873,680	9,210,012	8,060,615	7,665,133
Street lights	129,680	114,916	114,916	103,100	105,546	105,802
Sewer inspections	48,900	53,197	53,197	45,900	34,800	24,000
Developer Fees	621,582	348,811				
Miscellaneous revenue	421,793	420,712	420,712	313,905	291,043	287,265
Total Operating Revenues	23,217,838	21,285,060	20,936,249	18,708,161	16,703,095	17,020,495
Operating Expense						
Salaries and wages	3,921,930	3,884,918	3,623,605	3,506,245	3,300,970	3,244,766
Payroll taxes and pensions	620,919	567,453	656,673	594,173	554,744	590,488
Employee benefits	823,706	787,842	645,103	651,225	536,766	526,899
Other Personnel Costs	131,524	59,215				
Operating costs			1,656,038	1,542,324	900,082	1,602,665
Sewage treatment	6,353,110	5,631,725	5,631,725	5,699,179	4,984,439	5,017,367
Repairs and maintenance of system	967,870	855,426	988,746	912,357	441,882	605,656
Chemicals	120,426	113,510				
Water Purchases	882,464	776,656				
Professional services	765,194	476,761	399,678	221,384	167,680	114,957
Business taxes	626,192	574,624	574,624	549,031	521,758	424,655
Dues and Memberships	378,262	339,028				
Dues and subscriptions			358,590	206,116	200,030	191,327
Engineering			29,054	34,310	10,606	18,300
Office administration	435,518	333,337	264,510	259,378	234,153	189,320
Insurance	186,902	184,201	173,474	137,446	143,959	145,061
Miscellaneous	9,740	43,635	273,418	67,706	103,124	155,974
Public information			27,448	20,910	15,566	23,127
Utilities	694,543	675,414	115,824	97,791	91,246	91,971
Street Lights	96,798	101,742				
Water conservation	114,956	168,809	168,809	165,855	139,772	108,499
Depreciation	3,874,064	6,641,869	6,668,265	5,908,898	5,861,242	5,868,560
Total Operating Expense	21,004,118	22,216,165	22,255,584	20,574,328	18,208,019	18,919,592
Operating Income (Loss)	2,213,720	(931,105)	(1,319,335)	(1,866,167)	(1,504,924)	(1,899,097)
Non-Operating Revenue						
Investment income	147,137	461,306	461,306	178,158	257,348	396,840
Assessment income	54,071	76,471	76,471	100,547	103,429	65,595
Net Gain on Disposition of Assets			-	-	6,277	-
Rental income	291,426	284,243	284,243	307,847	78,481	60,422
Miscellaneous revenue	88,327	48,761	48,761	13,252	15,110	28,080
Total Non-Operating Revenue	580,961	870,781	870,781	599,804	460,645	550,937
Non-Operating Expense						
Interest on long-term debt	546,560	600,858	600,858	483,122	412,610	571,574
Amortization of debt discount	(2,161)	50,175	80,089	89,846	82,741	89,173
Net loss on disposition of assets	67,956	180,861	9,129	191,643	-	773,160
Bond Issue Costs	111,928					
Total Non-Operating Expense	724,283	831,894	690,076	764,611	495,351	1,433,907
Income Before Contributions & Transfers	2,070,398	(892,218)	(1,138,630)	(2,030,974)	(1,539,630)	(2,782,067)
Capital Contributions	10,070,959	7,172,633	7,172,633	8,759,039	4,756,126	5,604,612
Transfers-Out			-	-	-	-
Change in Net Assets	12,141,357	6,280,415	6,034,003	6,728,065	3,216,496	2,822,545
Total Net Assets – as previously reported	177,966,217	171,802,656	171,802,656	165,074,591	161,858,095	159,035,550
Restatement – change in accounting principle	-	(116,854)	-	-	-	-
Total Net Assets – as restated	177,966,217	171,685,802				
Total Net Assets – Ending	\$190,107,574	\$177,966,217	\$177,836,659	\$171,802,656	\$165,074,591	\$161,858,095

Source: Sammamish Plateau Water and Sewer District

Skyway Water and Sewer District

Payments to Cascade

Skyway Water and Sewer District's ("Skyway") budgeted payments to Cascade for 2014 total \$536,144 as follows:

Administration Dues	\$ 71,402
Demand Share Charges	354,346
RCFC	90,075
Conservation	<u>20,321</u>
Total	\$536,144

Note: Totals may not add due to rounding.

Skyway

Skyway is located unincorporated King County, southwest of Lake Washington. Skyway encompasses an area of approximately three square miles, bordering the cities of Renton, Seattle and Tukwila. Skyway has an approximate population of 9,890 as of April 1, 2013, as estimated by Skyway.

Skyway was formed by merger in 1982, and has grown through additional mergers with several water and sewer utilities within its service area boundaries. Skyway is managed by a board of commissioners (the "board") comprised of three elected officials who serve staggered six-year terms. The board serves as the governing body of Skyway and has authority to set rates and charges.

The Water System

Skyway's water system includes six water storage reservoirs that provide standby, fire protection and equalizing storage. Four pumping stations are used to deliver water to customers at higher elevations. Skyway maintains water treatment facilities to treat water used from groundwater wells.

Skyway purchases water through Cascade and from the City of Renton, and draws water from its own wells. In 2013, the water utility sold approximately 202 million gallons of water to approximately 3,350 accounts, most of which are residential. The largest customer of the water utility represents 0.8 percent of the total operating revenues of the combined water and sewer utility, and the top 10 customers represent approximately 3.4 percent of the total operating revenue.

Outstanding Debt

Skyway has a combined water and sewer utility for purposes of financing, which includes a water division and a sewer division. Only the revenues of the water system are obligated under the Joint Agreement. The revenues of the sewer division are not obligated under the Joint Agreement. As of December 31, 2013, the combined system had \$5,281,068 of outstanding water and sewer revenue bonds, and \$4,084,981 of loans from the State's Public Works Trust Fund. The bond resolution for the outstanding utility has a debt service coverage requirement of 125 percent.

Debt Repayment Record

Skyway has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Skyway has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following table shows historical operating results for Skyway's combined water and sewer systems. Only the revenues from the water system are obligated under the Joint Agreement. In 2013, water service revenues were 29 percent of total operating revenues.

Statements of Revenues, Expenses, and Changes in Net Assets Fiscal Years Ending December 31

	2013	2012	2011	2010	2009
Operating Revenues					
Water Service	\$1,851,255	\$1,707,026	\$1,639,980	\$1,520,768	\$1,541,350
Sewer Service	4,300,547	4,025,333	3,806,389	3,517,939	3,506,689
Turn on/turn off charges	19,340	21,141	27,903	21,780	23,640
Late Penalty Charges	116,270	113,185	123,995	116,533	81,696
Permits, Inspections & Misc. Fees	17,424	19,180	9,660	8,880	7,338
Interest on Liens	3,823	1,615	1,295	898	1,484
Total Operating Revenues	6,308,659	5,887,480	5,609,222	5,186,798	5,162,197
Operating Expenses					
Maintenance & Operations	3,645,575	3,416,093	3,126,888	2,944,943	2,867,841
Administrative & General	1,052,865	1,026,575	956,253	892,283	848,395
Depreciation & Amortization	1,063,426	1,073,934	1,023,052	1,009,837	1,027,764
Total Operating Expenses	5,761,866	5,516,602	5,106,193	4,847,063	4,744,000
Operating Income	546,793	370,878	503,029	339,735	418,197
Non-Operating Revenues (Expenses)					
CWA Water Regional Capital Facilities Charge	96,080	48,040	15,013	140,459	-
Interest on Investments	17,279	60,816	39,200	64,850	74,872
Interest on Assessments	-	-	-	-	493
CWA RCFC Credit Cash Out	-	667,500	-	-	-
Investment Service Fees	(864)	(440)	(1,452)	(1,394)	(3,014)
Interest Expense	(219,379)	(167,768)	(144,059)	(219,866)	(112,249)
Tower Rental	109,212	101,944	110,189	106,936	98,226
Rental House Income – Net	-	-	-	-	-
Bond Fund Service Fees	(872)	(1,906)	(82)	(244)	-
Total Non-Operating Revenue	1,456	708,186	18,809	90,741	58,328
Income Before Capital Contributions	548,249	1,079,064	521,838	430,476	476,525
Capital Contributions	171,652	870,682	226,244	48,154	3,175
Transfers in/out	-	-	-	-	-
Change in Net Assets	719,901	1,949,746	748,082	478,630	479,700
Total Net Assets – Beginning	29,911,255	28,064,479	27,316,397	26,837,767	26,358,067
Prior Period Adjustments	-	(102,970)	-	-	-
Total Net Assets – Ending	\$30,631,156	29,911,255	\$28,064,479	\$27,316,397	\$26,837,767

Source Skyway Water & Sewer District

City of Tukwila

Payments to Cascade

The City of Tukwila's ("Tukwila") budgeted payments to Cascade for 2014 total \$2,478,965, as follows:

Administration Dues	\$ 154,527
Demand Share Charges	2,250,434
RCFC	30,025
Conservation	<u>43,979</u>
Total	\$2,478,965

Note: Totals may not add due to rounding.

Tukwila

Tukwila is located in the western portion of King County, just south of Seattle. Tukwila was incorporated as a city in 1908 and encompasses approximately 9.7 square miles. Tukwila has an estimated population of 19,210, as of April 1, 2014, according to the State's Office of Financial Management. Tukwila is organized as a code city, governed by a mayor-council form of government, with a seven-member elected council. Tukwila's city council members are elected to overlapping four-year terms. The mayor is elected to serve in a full-time capacity, for a four year term. A city administrator and other officers and department directors are appointed by the mayor with approval of the council members. The city council has authority to set rates and charges for water service.

Tukwila's Water Utility

Tukwila is actively using reclaimed water for non-potable uses such as irrigation from a separate system supplied by King County Department of Natural Resources. Tukwila's water transmission and distribution system supplies customers with approximately 646 million gallons of water annually through 41 miles of water mains and 2,134 meters. Tukwila has a two million gallon covered pre-stressed concrete reservoir and booster pump station. Tukwila has several emergency interties with adjoining jurisdictions, cities, and water districts.

Nearly all the water that Tukwila receives is purchased through Cascade. The largest account represents 5.0 percent of the total water consumption and the top ten accounts represent approximately 24.0 percent of the total water consumption.

Outstanding Debt

Tukwila has a combined waterworks utility for purposes of financing, which includes water and sewer utilities. Only the revenues of the water utility are obligated under the Joint Agreement. The revenues of the sewer utility are not obligated under the Joint Agreement. As of January 1, 2014, the combined utility had \$2,793,600 of outstanding water and sewer revenue bonds, and \$3,117,383 of loans from the State's Public Works Trust Fund. The bond ordinance for the water utility currently has a debt service coverage requirement of 135 percent. Tukwila does anticipate incurring additional utility debt in the next 12 months.

Debt Repayment Record

Tukwila has promptly met all principal and interest payments of its bonds when due, and has never defaulted on a payment of principal or interest on any of its bonds. Furthermore, Tukwila has never issued refunding bonds for the purpose of avoiding an impending default.

Historical Operating Results

The following table shows historical operating results for Tukwila. Tukwila has combined its water and sewer utilities for purposes of financing. Only the revenues of the water utility are obligated under the Joint Agreement. For 2013 the water utility provided approximately 44 percent of the total operating revenues of the combined system.

Statement of Revenues, Expenses, and Changes in Fund Net Assets for the Water/Sewer Utility

Fiscal year ending December 31

	2013	2012	2011	2010	2009
Operating Revenue					
Charges for Services	\$13,114,288	\$11,672,687	\$10,447,536	\$9,665,095	\$9,649,321
Intergovernmental	-	-	1,261,696	-	85,580
Other Operating Revenue	-	-	58,655	635	389,754
Total Operating Revenues	13,114,288	11,672,687	11,767,887	9,665,730	10,124,655
Operating Expenses					
Operations and Maintenance	7,446,088	7,357,762	7,373,633	5,613,836	6,267,340
Administrative and General	286,387	238,902	267,836	1,077,490	141,377
Taxes	1,658,149	1,465,443	1,322,328	1,384,993	1,711,432
Depreciation / Amortization	877,628	899,016	902,232	911,429	916,900
Total Operating Expenses	10,268,252	9,961,123	9,866,029	8,987,748	9,037,049
Operating Income (Loss)	2,846,036	1,711,564	1,901,858	677,982	1,087,606
Non-Operating Revenue (Expenses)					
Taxes	-	-	-	-	-
Investment Income	17,163	56,523	54,932	70,747	71,710
Interest Expense	(162,245)	(189,596)	(215,579)	(236,997)	(257,358)
Bad Debt Expense	-	-	-	(13,522)	-
Sale of Capital Assets	(4,630)	-	(1,659)	(106,263)	(264,262)
Amortization of Debt Premium	10,797	10,798	10,797	10,797	10,797
Amortization of Debt Discount	(1,363)	(6,093)	(6,093)	(6,093)	(6,093)
Bond Issue Costs	-	(3,543)	(3,543)	(3,543)	(3,731)
Other Non-Operating Rev./Exp.	19,310	26,840	-	-	-
Total Non-Operating Rev./Exp.	(120,968)	(105,071)	(161,145)	(284,874)	(448,937)
Income Before Contributions & Transfers	2,725,068	1,606,493	1,740,713	393,108	638,669
Capital contributions	332,722	109,959	1,980,011	1,336,689	331,393
Transfers in	103,680	98,460	98,460	97,380	150,877
Transfers (out)	(896,588)	(964,357)	(816,238)	(1,107,735)	(1,324,027)
Change in Net Assets	2,264,882	850,555	3,002,946	719,442	(203,088)
Total Net Assets – Beginning	29,355,646	28,504,788	25,501,842	24,782,400	24,985,487
Prior Period Adjustments	(1,496,023)	-	-	-	-
Total Net Assets – Ending	30,124,505	\$29,355,343	28,504,788	\$25,501,842	\$24,782,399

Source: City of Tukwila

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APPENDIX B

FORM OF BOND RESOLUTION

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CASCADE WATER ALLIANCE
RESOLUTION No. 2014-07

A RESOLUTION of the Board of Directors of Cascade Water Alliance, Relating to the Water Transmission and Supply System of Cascade Water Alliance; Authorizing the Borrowing of Money and the Issuance and Sale of Water System Refunding Revenue Bonds for the Purposes of Paying Part of the Cost of Refunding Certain of the Outstanding Cascade Water Alliance Water System Revenue Bonds, 2006, to Achieve a Debt Service Savings, Providing for the Reserve Requirement, if any, Allocable to Those Bonds and Paying the Administrative Costs of Such Refunding and the Costs of Issuing and Selling Those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of Those Bonds; Delegating Authority to a Designated Representative to Set Final Terms of the Sale and Issuance of those Bonds; and Providing for Other Matters Properly Related Thereto.

Adopted July 23, 2014

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A RESOLUTION of the Board of Directors of Cascade Water Alliance, Relating to the Water Transmission and Supply System of Cascade Water Alliance; Authorizing the Borrowing of Money and the Issuance and Sale of Water System Refunding Revenue Bonds for the Purposes of Paying Part of the Cost of Refunding Certain of the Outstanding Cascade Water Alliance Water System Revenue Bonds, 2006, to Achieve a Debt Service Savings, Providing for the Reserve Requirement, if any, Allocable to Those Bonds and Paying the Administrative Costs of Such Refunding and the Costs of Issuing and Selling Those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of Those Bonds; Delegating Authority to a Designated Representative to Set Final Terms of the Sale and Issuance of those Bonds; and Providing for Other Matters Properly Related Thereto.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CASCADE WATER ALLIANCE AS FOLLOWS:

Section 1. Definitions. As used in this resolution and for the purposes of this resolution the following words shall have the following meanings:

(a) **“Accreted Value”** means, with respect to any Capital Appreciation Bond, as of the date of calculation, the sum of the initial principal amount of that Capital Appreciation Bond plus the interest accumulated, compounded and unpaid thereon.

(b) **“Acquired Obligations”** means those Government Obligations purchased to accomplish the refunding of the Refunded Bonds as authorized by this resolution and in accordance with the 2006 Bond Resolution.

(c) **“Annual Debt Service”** means, with respect to any Parity Bonds outstanding as of the date of calculation, for any fiscal year (or other designated twelve-month period), all amounts required to be paid in that fiscal year (or other designated twelve-month period) in respect of Principal of and interest on those Parity Bonds, subject to the following:

(1) the interest rate on Variable Interest Rate Bonds shall be assumed to be equal to the average SIFMA Municipal Swap Index during the fiscal quarter preceding the quarter in which the calculation is made;

(2) notwithstanding clause (1) of this definition, if a Payment Agreement is in effect with respect to any Variable Interest Rate Bonds pursuant to which Cascade receives payments based on a variable rate in exchange for making payments based on a fixed rate, the interest rate on those Variable Interest Rate Bonds during the period that Payment Agreement is scheduled to be in effect shall be assumed to be the fixed rate specified in that Payment Agreement;

(3) if a Payment Agreement is in effect with respect to any Parity Bonds pursuant to which Cascade receives payments based on a fixed rate in exchange for making payments based on a variable rate, the interest rate on those Parity Bonds during the period that Payment Agreement is scheduled to be in effect shall be assumed to be the sum of (a) the interest rate on those Parity Bonds determined as if those Parity Bonds were Variable Interest Rate Bonds, plus (b) the positive difference, if any, between the fixed rate payable on those Parity Bonds and the fixed rate Cascade receives pursuant to that Payment Agreement;

(4) notwithstanding clause (1) of this definition, the interest rate on Paired Bonds shall be assumed to be the aggregate fixed rate to be paid by Cascade with respect to those Paired Bonds; and

(5) the outstanding Principal of any Balloon Bonds shall be assumed to become due and payable in equal installments in each fiscal year from the date of calculation to the final scheduled maturity of those Balloon Bonds.

(d) **"Average Annual Debt Service"** means, with respect to any Parity Bonds outstanding as of the date of calculation, the sum of the Annual Debt Service on those Parity Bonds for each fiscal year during which those Parity Bonds are scheduled to remain outstanding, divided by the number of those fiscal years.

(e) **"Balloon Bonds"** means a series or subseries of Parity Bonds designated as such in the applicable Parity Bond Authorizing Resolution, the aggregate Principal of which becomes due and payable, either at maturity or by mandatory redemption, in any fiscal year in an amount that constitutes 25% or more of the initial aggregate Principal of that series or subseries of Parity Bonds.

(f) **"Board"** means the Board of Directors of Cascade.

(g) **"Bond Fund"** means the Water System Revenue Bond Fund created pursuant to Resolution No. 2006-03 of Cascade.

(h) **"Bond Counsel"** means a firm of lawyers nationally recognized and accepted as bond counsel and so employed by Cascade for any purpose under this resolution applicable to the use of that term.

(i) **"Bond Insurance"** means any bond insurance policy guaranteeing the payment when due of all or part of the Principal of and interest on any Parity Bonds.

(j) **"Bond Insurer"** means any provider of Bond Insurance approved by the Board by resolution or resolutions.

(k) **"Bond Owners' Trustee"** has the meaning assigned to that term in Section 26(b).

(l) **"Bond Purchase Contract"** means an offer to purchase the 2014 Bonds presented by the Underwriter and accepted by the Designated Representative. In the case of a competitive sale of 2014 Bonds, the offer shall mean the submitted bid (which incorporates all of the terms and conditions set forth in the official notice of bond sale), and the award by the Designated Representative to the successful bidder shall constitute the acceptance.

(m) **"Bond Register"** means the books or records maintained by the Bond Registrar on which are recorded the names and addresses of the Registered Owner of each of the Parity Bonds.

(n) **"Bond Registrar"** means the fiscal agent of the State of Washington (as the same may be designated by the State from time to time).

(o) **"Capital Appreciation Bonds"** means any Parity Bonds, all or a portion of the interest on which is compounded and accumulated at the rates or in the manner, and on the dates, set forth in the applicable Parity Bond Authorizing Resolution and is payable only upon redemption or on the maturity date of those Parity Bonds. Parity Bonds that are issued as Capital Appreciation Bonds, but later convert to obligations on which interest is paid periodically, shall be Capital Appreciation Bonds until the conversion date and thereafter shall no longer be Capital Appreciation Bonds, but shall be treated as having a Principal amount equal to their Accreted Value on the conversion date.

(p) **"Cascade"** means Cascade Water Alliance, a Washington joint municipal utility services authority under chapter 39.106 RCW, and its permitted predecessors and successors.

(q) **"Chief Executive Officer"** means the Chief Executive Officer of Cascade or any other officer who succeeds to substantially all of the responsibilities of that office specified in this resolution.

(r) **"Code"** means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(s) **"Common Reserve Account"** means the Reserve Account in the Bond Fund created pursuant to Resolution No. 2006-03 of Cascade, renamed the 2006 Reserve Account in Section 13 of Resolution No. 2009-11 and renamed the Common Reserve Account in Section 13 of Resolution No. 2012-22.

(t) **"Construction Fund"** means the Construction Fund created pursuant to Resolution No. 2006-03 of Cascade.

(u) **"Coverage Requirement"** in any fiscal year (or other designated twelve-month period) means that Net Revenue in that fiscal year (or other designated twelve-month period), minus RCFs received in that fiscal year (or other designated twelve-month period) plus amounts on deposit in the Debt Service Account on the last business day prior to the commencement of that fiscal year (or other designated twelve-month period), is at least equal to the Annual Debt Service on all outstanding Parity Bonds and the amount, if any, required to be deposited in any reserve account securing Parity Bonds in that fiscal year (or other designated twelve-month period).

(v) **"Debt Service Account"** means the Debt Service Account in the Bond Fund created pursuant to Resolution No. 2006-03 of Cascade.

(w) **"Designated Representative"** means the Chief Executive Officer of Cascade appointed in Section 4 hereof to serve as Cascade's designated representative in accordance with RCW 39.46.040(2) for purposes of negotiating and executing, on behalf of Cascade, the Bond Purchase Contract on terms consistent with this resolution.

(x) "**DTC**" means The Depository Trust Company, New York, New York, or its nominee.

(y) "**Event of Default**" has the meaning assigned to that term in Section 26(a).

(z) "**Final Terms**" means, with respect to the 2014 Bonds, the amount, date or dates, denominations, interest rate or rates, payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds.

(aa) "**Future Parity Bonds**" means all revenue bonds and other obligations of Cascade for borrowed money (including, without limitation, financing leases) issued or incurred after the date of the issuance of the 2014 Bonds, the payment of which constitutes a lien and charge on the Net Revenue equal in rank with the lien and charge upon the Net Revenue required to be paid into the Bond Fund to pay and secure the payment of the Principal of and interest on the Outstanding Parity Bonds and the 2014 Bonds.

(bb) "**Government Obligations**" means those government obligations defined by RCW 39.53.010(4) as it now reads or hereafter may be amended or replaced.

(cc) "**Gross Revenue**" means all of the earnings and revenues received by Cascade from any source whatsoever including but not limited to: (a) Member Charges; (b) revenues from the sale, lease or furnishing of other commodities, services, properties or facilities; (c) the receipt of earnings from the investment of money in any maintenance fund or similar fund; (d) federal credit payments received by Cascade in respect of the 2009B Bonds; and (e) withdrawals from the Rate Stabilization Fund. However, the Gross Revenue shall not include: (a) Principal proceeds of Parity Bonds or any other borrowings, or earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund obligations relating to the System (until commingled with other earnings and revenues included in the Gross Revenue) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; (b) income and revenue which may not legally be pledged for revenue bond debt service; (c) improvement district assessments; (d) federal or state grants allocated to capital projects; (e) payments under bond insurance or other credit enhancement policy or device; (f) insurance or condemnation proceeds used for the replacement of capital projects or equipment; (g) earnings in any construction fund or bond redemption fund; (h) deposits to the Rate Stabilization Fund; or (i) any revenues generated by any Member's Water Supply Assets that are not part of the System, except those amounts that are payable to Cascade pursuant to the Joint Agreement or another interlocal agreement.

(dd) "**Independent Consulting Engineer**" means either (1) an independent licensed professional engineer experienced in the design, construction or operation of municipal utilities of comparable size and character to the System or (2) an independent certified public accountant or other professional consultant experienced in the development of rates and charges for municipal utilities of comparable size and character to the System.

(ee) "**Issue Date**" means the date of initial delivery of the 2014 Bonds to the Underwriter.

(ff) "**Joint Agreement**" means the Joint Municipal Utility Services Agreement effective March 28, 2012, by which Cascade converted to a municipal corporation under the Joint Municipal Utilities Services Act, chapter 39.106 RCW, and which replaced the Interlocal

Contract effective April 1, 1999, as amended and restated on December 15, 2004 and on March 28, 2012, as that Joint Municipal Utility Services Agreement may be amended from time to time consistent with Section 25.

(gg) "**Letter of Representations**" means the Blanket Issuer Letter of Representations between Cascade and DTC dated April 26, 2006, as it may be amended from time to time.

(hh) "**MSRB**" means the Municipal Securities Rulemaking Board.

(ii) "**Maximum Annual Debt Service**" means, with respect to any Parity Bonds outstanding as of the date of calculation, the maximum amount of Annual Debt Service that will mature or come due in the current year or any future year on those Parity Bonds.

(jj) "**Member**" means a member agency of Cascade under the Joint Agreement.

(kk) "**Member Charges**" means all payments that Members are required by the Joint Agreement to make to Cascade, including but not limited to all Rates and Charges, RCFCs, dues, assessments and other payments from Members.

(ll) "**Net Revenue**" for any fiscal year (or other designated twelve-month period) means the Gross Revenue for that fiscal year (or other designated twelve-month period) less Operations and Maintenance Costs for that fiscal year (or other designated twelve-month period). In calculating Net Revenue, Cascade shall not take into account any non-cash gains or losses with respect to any real or personal property, investment or agreement that it may be required to recognize under generally accepted accounting principles, such as unrealized mark-to-market gains and losses.

(mm) "**Operations and Maintenance Costs**" means all expenses incurred by Cascade to operate and maintain the System in good repair, working order and condition, including without limitation, payments made to any other public or private entity for water or other utility service. Operations and Maintenance Costs shall not include any depreciation, capital additions or capital replacements to the System.

(nn) "**Outstanding Parity Bonds**" means the 2006 Nonrefunded Bonds, the 2009A Bonds, the 2009B Bonds and the 2012 Bonds.

(oo) "**Paired Bonds**" means two series of Parity Bonds (1) that are issued simultaneously, (2) that are designated as Paired Bonds in the applicable Parity Bond Authorizing Resolution, (3) equal in Principal amount, (4) that mature and are subject to mandatory redemption on the same date and in the same amount and (5) the interest rates on which, taken together, result in an irrevocable fixed interest rate obligation of Cascade until the maturity or prior redemption thereof.

(pp) "**Parity Bond Authorizing Resolution**" means one or more resolutions of Cascade (including the 2006 Bond Resolution, the 2009 Bond Resolution, the 2012 Bond Resolution and this resolution) that authorize the issuance and sale and establish the terms of a particular series of Parity Bonds and other matters relating to the same plan of finance.

(qq) "**Parity Bonds**" means the Outstanding Parity Bonds, the 2014 Bonds and any Future Parity Bonds.

(rr) "**Payment Agreement**" means a written agreement that (1) is entered into by Cascade for the purpose of managing or reducing Cascade's exposure to fluctuations or levels of interest rates for Parity Bonds or for other interest rate, investment, asset or liability management purposes related to Parity Bonds, (2) is entered into on either a current or forward basis with a Qualified Counterparty, (3) is authorized by any applicable laws of the State in connection with, or incidental to, the issuance, incurring or carrying of particular bonds, notes, bond anticipation notes, commercial paper, or other obligations for borrowed money, or lease, installment purchase or other similar financing agreements or certificates of participation therein, (4) provides for an exchange of payments based on interest rates, ceilings or floors on those payments, options on those payments, or any combination thereof or any similar device and (5) expressly provides that Cascade's obligation to make regularly scheduled payments thereunder constitutes a charge on Net Revenue equal in rank with the charge upon Net Revenue required to be paid into the Bond Fund to pay the Principal of and interest on the Parity Bonds.

(ss) "**Payment Agreement Payments**" means the regularly scheduled amounts (netted, if applicable) required to be paid by Cascade to the Qualified Counterparty pursuant to a Payment Agreement.

(tt) "**Payment Agreement Receipts**" means the regularly scheduled amounts (netted, if applicable) required to be paid by the Qualified Counterparty to Cascade pursuant to a Payment Agreement.

(uu) "**Principal**" means, as of any date of calculation, (1) with respect to any Capital Appreciation Bond, the Accreted Value thereof as of the date on which interest on that Capital Appreciation Bond is compounded next preceding that date of calculation (unless that date of calculation is a date on which interest is compounded, in which case, as of that date of calculation), and (2) with respect to any Parity Bond other than a Capital Appreciation Bond, the principal amount thereof.

(vv) "**Qualified Counterparty**" means a party (other than Cascade or a party related to Cascade) who is the other party to a Payment Agreement and (1) at the time of execution of the Payment Agreement, (a) whose claims-paying ability is or senior unsecured debt obligations are rated in one of the three highest rating categories of each of at least two Rating Agencies or (b) whose obligations under the Payment Agreement are guaranteed for the entire term of the Payment Agreement by an entity whose claims-paying ability is or senior unsecured debt obligations are rated in one of the three highest rating categories of each of at least two Rating Agencies (in each case, without regard to any gradations within a rating category), and (2) who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State.

(ww) "**Rate Stabilization Fund**" means the Rate Stabilization Fund created pursuant to Resolution No. 2006-03 of Cascade.

(xx) "**Rates and Charges**" means the rates and charges (not including RCFCs) chargeable to each Member under the Joint Agreement plus any late payment or other charge that may be due.

(yy) "**Rating Agencies**" means any nationally-recognized securities rating agency or agencies rating any of the Parity Bonds at the request of Cascade.

(zz) "**RCFC Fund**" means the RCFC Fund created pursuant to Resolution No. 2006-03 of Cascade.

(aaa) "**RCFCs**" means the regional capital facilities charges to each Member for new equivalent residential units connected to that Member's water distribution system, as calculated consistently with the Joint Agreement.

(bbb) "**RCW**" means the Revised Code of Washington.

(ccc) "**Redemption Date**" means September 1, 2016, the date fixed for redemption of the Refunded Bonds.

(ddd) "**Refunded Bonds**" means those Refunding Candidates selected by the Designated Representative and identified in a Refunding Plan to be refunded with the proceeds of the 2014 Bonds.

(eee) "**Refunding Candidates**" means the outstanding 2006 Bonds maturing or subject to mandatory redemption on September 1 in the years 2017 through 2031, inclusive.

(fff) "**Refunding Plan**" means (as further described in the Refunding Trust Agreement):

(1) the deposit with the Refunding Trustee of proceeds of the 2014 Bonds (together with other money of Cascade, if necessary);

(2) the purchase by the Refunding Trustee of the Acquired Obligations and the application of the principal of and interest on the Acquired Obligations (and any other cash balance) to the call, payment and redemption of the Refunded Bonds on the Redemption Date at a price of the principal amount being redeemed plus any accrued interest; and

(3) the payment of the costs of issuing the 2014 Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(ggg) "**Refunding Trust Agreement**" means a refunding trust or escrow agreement between Cascade and the Refunding Trustee, dated as of the Issue Date, providing for the carrying out of the Refunding Plan.

(hhh) "**Refunding Trustee**" means U.S. Bank, National Association of Seattle, Washington, serving as refunding trustee or escrow agent, or any successor trustee or escrow agent.

(iii) "**Registered Owner**" means a person shown on the Bond Register as the owner of a Parity Bond.

(jjj) "**Reserve Account**" means any reserve account securing Parity Bonds into which deposits are required to be made pursuant to a Parity Bond Authorizing Resolution, including the Common Reserve Account and the 2009 Reserve Account.

(kkk) "**Reserve Insurance**" means any bond insurance, letter of credit, guaranty, surety bond or similar credit enhancement device obtained by Cascade equal to part or all of the Reserve Requirement that is issued by an institution which has been assigned a credit rating at the time of issuance of the device in one of the two highest rating categories of each of at least two Rating Agencies (without regard to any gradations within a rating category) and is not cancelable on less than three years' notice.

(lll) "**Reserve Requirement**" means, as of any date of calculation, (1) with respect to Parity Bonds secured by the Common Reserve Account, the lesser of Maximum Annual Debt Service on outstanding Parity Bonds secured by the Common Reserve Account or 125% of Average Annual Debt Service on outstanding Parity Bonds secured by the Common Reserve Account, but at no time shall the Reserve Requirement for Parity Bonds secured by the Common Reserve Account exceed 10% of the original proceeds of the Parity Bonds secured by the Common Reserve Account, and (2) with respect to Parity Bonds secured by the 2009 Reserve Account, the lesser of Maximum Annual Debt Service on outstanding Parity Bonds secured by the 2009 Reserve Account or 125% of Average Annual Debt Service on outstanding Parity Bonds secured by the 2009 Reserve Account, but at no time shall the Reserve Requirement for Parity Bonds secured by the 2009 Reserve Account exceed 10% of the original proceeds of the Parity Bonds secured by the 2009 Reserve Account. In calculating Annual Debt Service for purposes of determining the Reserve Requirement for Parity Bonds secured by the 2009 Reserve Account, the amount of interest payable on the 2009B Bonds for any fiscal year (or other designated twelve-month period) shall be reduced by the federal credit payments scheduled to be received by Cascade in respect of the 2009B Bonds in such fiscal year (or other designated twelve-month period).

(mmm) "**Rule**" means paragraph (b)(5) of Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as such Rule may be amended from time to time.

(nnn) "**SEC**" means the United States Securities and Exchange Commission.

(ooo) "**SIFMA Municipal Swap Index**" means the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association, or the successor to that index.

(ppp) "**State**" means the State of Washington.

(qqq) "**State Auditor**" means the office of the State Auditor of the State or such other department or office of the State authorized and directed by State law to make audits.

(rrr) "**System**" means the water transmission and supply system of Cascade as it now exists, including Water Supply Assets owned or controlled by Cascade, and all additions thereto and betterments and extensions thereof at any time made, together with any utility systems of Cascade hereafter combined with the System. The System shall not include any water transmission and supply or other utility system service or other facilities that may be created, acquired or constructed by Cascade as a separate utility system as provided in Section 20.

(sss) "**Tax-Exempt Bonds**" means Parity Bonds of any series on which the interest is intended on the date of issuance to be excluded from gross income for federal income tax purposes.

(ttt) "**Term Bonds**" means Parity Bonds that are subject to scheduled mandatory redemption prior to their scheduled maturity date or dates.

(uuu) "**Treasurer**" means the treasurer of Cascade appointed pursuant to the Bylaws of Cascade and other persons or entities carrying out treasury operations under the direction of that treasurer.

(vvv) "**2006 Bond Resolution**" means, collectively, Resolution No. 2006-07 and Resolution No. 2006-08 of Cascade, as the same may be amended or supplemented in accordance therewith.

(www) "**2006 Bonds**" means the Cascade Water Alliance Water System Revenue Bonds, 2006.

(xxx) "**2006 Nonrefunded Bonds**" means the outstanding 2006 Bonds maturing on September 1 in the years 2014 through 2016, and any Refunding Candidates not included in the Refunding Plan.

(yyy) "**2009 Bond Resolution**" means, collectively, Resolution No. 2009-11 and Resolution No. 2009-12 of Cascade, as the same may be amended or supplemented in accordance therewith.

(zzz) "**2009A Bonds**" means the Cascade Water Alliance Water System Revenue Bonds, 2009A.

(aaaa) "**2009B Bonds**" means the Cascade Water Alliance Water System Revenue Bonds, 2009B (Taxable Build America Bonds – Direct Payment).

(bbbb) "**2009 Reserve Account**" means the 2009 Reserve Account in the Bond Fund created pursuant to Resolution No. 2009-11 of Cascade.

(cccc) "**2012 Bond Resolution**" means Resolution No. 2012-22 of Cascade, as the same may be amended or supplemented in accordance therewith.

(dddd) "**2012 Bonds**" means the Cascade Water Alliance Water System Revenue Bonds, 2012.

(eeee) "**2014 Bond**" means each bond issued pursuant to, under the authority of and for the purposes provided in this resolution.

(ffff) "**Undertaking**" means Cascade's undertaking pursuant to Section 22 to provide annual financial information and notice of listed events.

(gggg) "**Underwriter**" means the firm or firms selected by the Designated Representative as the underwriter(s) for a negotiated sale or awarded as the successful bidder in a competitive sale.

(hhhh) "**Variable Interest Rate Bonds**" means, for any period of time, any Parity Bonds that bear interest at a rate that is not fixed and is not specified in the applicable Parity Bond Authorizing Resolution.

(iii) "**Water Supply Assets**" means tangible and intangible assets usable in connection with the provision of water supply, including without limitation, real property, physical facilities (e.g., dams, wells, treatment plants, pump stations, reservoirs, and transmission lines), water rights, capacity and/or contractual rights in facilities or resources owned by other entities, and investments in conservation programs and facilities.

Section 2. Findings and Determinations. The Board hereby makes the following findings and determinations.

(a) Cascade is a Washington joint municipal utility services authority under chapter 39.106 RCW organized for the purpose of meeting the water supply demands of its Members.

(b) Pursuant to the Joint Agreement and the provisions of chapter 39.106 RCW, Cascade is authorized to issue revenue bonds.

(c) Cascade desires to issue water system refunding revenue bonds to provide for part of the cost of carrying out the advance refunding of all or a portion of the Refunding Candidates in accordance with the Refunding Plan, to provide for the Reserve Requirement, if any, allocable to those bonds, and to pay the costs of issuing and selling those bonds.

(d) RCW 39.46.040(2) provides that a resolution authorizing the issuance of bonds may authorize an officer of Cascade to serve as the Cascade's designated representative and to accept, on behalf of Cascade, an offer to purchase those bonds so long as the acceptance of such offer is consistent with terms established by a resolution that establishes the following terms for the bonds (or parameters with respect thereto): the amount, date, denominations, interest rates (or mechanism for determining interest rates), payment dates, final maturity, redemption rights, price, minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes), and any other terms or conditions deemed appropriate by the Board.

(e) In fixing the amounts to be paid into the Bond Fund, the Board has exercised due regard for Operations and Maintenance Costs, and has not obligated Cascade to set aside and to pay into the Bond Fund a greater amount or proportion of the Gross Revenue than in the judgment of the Board will be available over and above the Operations and Maintenance Costs.

Section 3. Authorization of 2014 Bonds. For the purpose of providing part of the money required to carry out the Refunding Plan and provide for the Reserve Requirement, if any, allocable to the 2014 Bonds, Cascade is authorized to issue and sell the 2014 Bonds, subject to the terms and conditions described in this resolution.

Section 4. Appointment of Designated Representative; Description of 2014 Bonds. The Chief Executive Officer is appointed as the Designated Representative and is authorized to conduct the sale of the 2014 Bonds in the manner and upon the terms deemed most advantageous to Cascade, as further specified in Section 27, and to approve the Final

Terms within the parameters established in this Section. The Final Terms shall be evidenced in the Bond Purchase Contract or by a Certificate of Designated Representative executed on the date of sale of the 2014 Bonds to the Underwriter.

(a) **Amount.** The aggregate Principal amount of the 2014 Bonds shall not exceed \$35,000,000.

(b) **Date.** The 2014 Bonds shall be dated the Issue Date, which date may not be later than February 28, 2015.

(c) **Denominations and Designation.** The 2014 Bonds shall be designated "Cascade Water Alliance Water System Refunding Revenue Bonds, 2014," with such other designation as may be established by the Designated Representative; shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall be issued in denominations of \$5,000 or any integral multiple thereof within a maturity.

(d) **Interest Rates.** The 2014 Bonds shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent interest payment date to which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the 2014 Bonds. No rate of interest for any maturity may exceed 5.50%, and the true interest cost to Cascade for the 2014 Bonds may not exceed 3.75%.

(e) **Payment Dates.** Interest must be payable at fixed rates semiannually (on each January 1 and July 1, commencing no earlier than January 1, 2015. Principal must be payable annually on each January 1, commencing no earlier than January 1, 2015.

(f) **Final Maturity.** The 2014 Bonds shall mature no later than January 1, 2031.

(g) **Redemption Rights.** The 2014 Bonds may be issued subject to optional redemption and, in the case of any 2014 Bonds designated as Term Bonds, mandatory redemption, as set forth in Section 8.

(h) **Price.** The purchase price for the 2014 Bonds may not be less than 98% or more than 125% of the par value of the 2014 Bonds.

(i) **Tax Status.** The 2014 Bonds shall be issued as Tax-Exempt Bonds.

(j) **Parity Conditions.** The 2014 Bonds may not be issued unless, as of the Issue Date, the Designated Representative certifies that the amounts required to have been paid into the Bond Fund for the Outstanding Parity Bonds have been paid and maintained as required and that all other conditions for the issuance of the 2014 Bonds as Future Parity Bonds (within the meaning of the Parity Bond Authorizing Resolutions that authorized the issuance of the Outstanding Parity Bonds) will have been satisfied before the 2014 Bonds are delivered to the Underwriter.

(k) **Sufficiency of Gross Revenue.** The 2014 Bonds may not be issued unless, as of the Issue Date, the Designated Representative certifies that the Gross Revenue and benefits to be derived from the operation and maintenance of the System, taking into

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account the Member Charges to be imposed from time to time for water and other services and commodities from the System consistent with Section 17(b), will be sufficient to meet all Operations and Maintenance Costs and to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the Principal of and premium, if any, and interest on the Outstanding Parity Bonds and to make all payments required to be made into the Common Reserve Account under this resolution.

(l) Refunding Conditions. The 2014 Bonds shall produce a minimum net present value savings to Cascade and its ratepayers of at least 5.00% (as a percentage of the Refunded Bonds). Net present value savings means the aggregate difference between (1) Annual Debt Service on the Refunded Bonds, less (2) Annual Debt Service on the 2014 Bonds (including expenses related to costs of issuance of the 2014 Bonds) discounted to the Issue Date using the yield on 2014 Bonds as the discount rate, plus (3) excess cash, if any, distributed to Cascade on the Issue Date, and less (4) the amount of additional money of Cascade contributed to the refunding, if any, on such Issue Date.

Section 5. Registration and Transfer or Exchange of 2014 Bonds. The 2014 Bonds shall be issued only in registered form as to both Principal and interest and recorded on the Bond Register. The Bond Register shall contain the name and mailing address of the Registered Owner of each 2014 Bond and the Principal amount and number of each of the 2014 Bonds held by each Registered Owner.

2014 Bonds surrendered to the Bond Registrar may be exchanged for 2014 Bonds in any authorized denomination of an equal aggregate Principal amount and of the same interest rate and maturity. 2014 Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer of 2014 Bonds shall be at the expense of Cascade, except that the Bond Registrar may make a charge to any Registered Owner requesting such exchange or transfer in the amount of any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar is not required to exchange or transfer any 2014 Bond after the giving of notice calling that 2014 Bond for redemption, in whole or in part.

The 2014 Bonds initially shall be registered in the name of Cede & Co., as the nominee of DTC. The 2014 Bonds so registered shall be held in fully immobilized form by DTC as depository in accordance with the provisions of the Letter of Representations. Neither Cascade nor the Bond Registrar shall have any responsibility or obligation to DTC participants or to the persons for whom DTC participants act as nominees with respect to the 2014 Bonds regarding accuracy of any records maintained by DTC or DTC participants of any amount in respect of Principal of or premium, if any, or interest on the 2014 Bonds, or any notice that is permitted or required to be given to Registered Owners hereunder (except such notice as is required to be given by the Bond Registrar to DTC or its nominee).

For so long as any 2014 Bonds are held in fully immobilized form, DTC, its nominee or any successor depository shall be deemed to be the Registered Owner for all purposes hereunder and all references to Registered Owners shall mean DTC, its nominee or any successor depository and shall not mean the owners of any beneficial interests in the 2014 Bonds. Registered ownership of those 2014 Bonds, or any portions thereof, may not thereafter be transferred except: (i) to any successor of DTC or its nominee, if that successor shall be qualified under any applicable laws to provide the services proposed to be provided by it; (ii) to any substitute depository appointed by Cascade or that substitute depository's successor; or (iii) to any person if the 2014 Bonds are no longer held in immobilized form.

Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or a determination by Cascade that it no longer wishes to continue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), Cascade may appoint a substitute depository. Any substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

If (i) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (ii) Cascade determines that the 2014 Bonds are to be in certificated form, the ownership of 2014 Bonds may be transferred to any person as provided herein and the 2014 Bonds no longer shall be held in fully immobilized form.

Section 6. Mutilated, Lost, Stolen and Destroyed 2014 Bonds. In case any 2014 Bond shall become mutilated or be destroyed, stolen or lost, Cascade may, if not then prohibited or otherwise required by law, cause to be executed and delivered a new 2014 Bond of like amount, interest rate, maturity date and tenor in exchange and substitution for and upon cancellation of that mutilated 2014 Bond, or in lieu of and in substitution for that destroyed, stolen or lost 2014 Bond, upon payment by the Registered Owner thereof of the reasonable expenses and charges of Cascade and the Bond Registrar in connection therewith, and in the case of a 2014 Bond destroyed, stolen or lost, the filing with the Bond Registrar of evidence satisfactory to it that that 2014 Bond was destroyed, stolen or lost, and of the ownership thereof, and furnishing Cascade and the Bond Registrar with indemnity satisfactory to each of them. If the mutilated, destroyed, stolen or lost 2014 Bond already has matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new 2014 Bond prior to payment. If the provisions of State law at any time differ from the provisions of this Section with respect to the requirements or procedures for replacing or otherwise handling mutilated, lost, stolen or destroyed bonds, then the provisions of State law shall prevail.

Section 7. Payment of 2014 Bond Principal, Premium and Interest. Principal of and premium, if any, and interest on the 2014 Bonds shall be payable in lawful money of the United States of America. For so long as the 2014 Bonds are registered in the name of DTC or its nominee, payment of any 2014 Bonds shall be made in accordance with the operational arrangements of DTC referred to in the Letter of Representations. If the 2014 Bonds cease to be in book-entry-only form, interest on the 2014 Bonds shall be paid by checks or drafts mailed by the Bond Registrar on the interest payment date to the Registered Owners at the addresses appearing on the Bond Register on the 15th day of the month preceding the interest payment date (the "2014 Record Date") or, at the request of a Registered Owner of \$1,000,000 or more in aggregate Principal amount of 2014 Bonds, by wire transfer to an account in the United States designated in writing by that Registered Owner prior to the applicable 2014 Record Date. Principal of and premium, if any, on each 2014 Bond shall be payable upon presentation and surrender of that 2014 Bond by the Registered Owner thereof to the Bond Registrar.

Section 8. Redemption Provisions and Purchase of 2014 Bonds.

(a) Optional Redemption. The Designated Representative may designate certain maturities of the 2014 Bonds as being subject to redemption at the option of Cascade prior to their respective maturities on the dates and at the prices set forth in the Bond Purchase Contract. The Designated Representative may also, in his or her discretion, designate certain maturities of the 2014 Bonds as not being subject to optional redemption prior to maturity.

(b) **Mandatory Redemption.** The Designated Representative may approve the designation of certain maturities of 2014 Bonds as Term Bonds, as set forth in the Bond Purchase Contract. Cascade shall redeem Term Bonds, if not previously redeemed under the optional redemption provisions set forth above or purchased and surrendered for cancellation or defeased under the provisions set forth below, at a price of par plus accrued interest on the annual redemption dates and in the annual redemption amounts approved by the Designated Representative. If Cascade redeems under the optional redemption provisions, purchases for cancellation or defeases Term Bonds, the Principal amount of the Term Bonds so redeemed, purchased or defeased (irrespective of their actual redemption or purchase prices) may be credited against one or more scheduled mandatory redemption amounts for those Term Bonds. The Chief Executive Officer shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of that allocation at least 60 days prior to the earliest mandatory redemption date for that maturity of Term Bonds for which notice of redemption has not already been given.

(c) **Selection of 2014 Bonds for Redemption; Partial Redemption.** Portions of the Principal amount of any 2014 Bond, in integral amounts of \$5,000, may be redeemed. If fewer than all of the 2014 Bonds of a single maturity are to be redeemed, the Bond Registrar shall select the 2014 Bonds or portions thereof to be redeemed from the 2014 Bonds of that maturity by lot, or in such other manner as the Bond Registrar shall determine, except that, for so long as the 2014 Bonds are registered in the name of DTC or its nominee, DTC shall select the 2014 Bonds or portions thereof to be redeemed in accordance with the Letter of Representations.

If less than all of the Principal amount of any 2014 Bond is redeemed, upon surrender of that 2014 Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, a new 2014 Bond (or 2014 Bonds, at the option of the Registered Owner) of the same maturity and interest rate in any of the denominations authorized by this resolution in the aggregate total Principal amount remaining unredeemed.

(d) **Purchase of 2014 Bonds.** Cascade reserves the right and option to purchase for cancellation any or all of the 2014 Bonds at any time at any price plus accrued interest to the date of purchase.

(e) **2014 Bonds to be Canceled.** All 2014 Bonds purchased for cancellation or redeemed under this Section shall be canceled.

Section 9. Notice and Effect of Redemption. While the 2014 Bonds are held by DTC in book-entry only form, any notice of redemption shall be given at the time, to the entity and in the manner required by DTC in accordance with the Letter of Representations, and the Bond Registrar shall not be required to give any other notice of redemption. If the 2014 Bonds cease to be in book-entry only form, Cascade shall cause notice of any intended redemption of 2014 Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any 2014 Bond to be redeemed at the address appearing on the Bond Register at the time the Bond Registrar prepares the notice, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not notice is actually received by that Registered Owner. In addition, the redemption notice shall be mailed (postage prepaid) or sent electronically by the Bond Registrar within the same period to the MSRB (if required under the Undertaking), to each of the Rating Agencies at their offices in New York, New York, and to such other persons and with such additional information as the Chief Executive Officer

shall determine, but these additional mailings shall not be a condition precedent to the redemption of 2014 Bonds.

In the case of an optional redemption, the notice may state that Cascade retains the right to rescind that notice on or prior to the scheduled redemption date, and that notice and optional redemption shall be of no effect to the extent that Cascade gives notice to the affected Registered Owners at any time on or prior to the scheduled redemption date that Cascade is rescinding the redemption notice in whole or in part. Any 2014 Bonds subject to a rescinded notice of redemption shall remain outstanding, and the rescission shall not constitute an Event of Default.

Interest on each 2014 Bond called for redemption shall cease to accrue on the date fixed for redemption unless (a) that 2014 Bond is subject to a rescinded notice of redemption or (b) that 2014 Bond is not subject to a rescinded notice of redemption and is presented for payment pursuant to the call but is not redeemed by Cascade.

Section 10. Failure to Pay 2014 Bonds. If any 2014 Bond is not paid when properly presented at its maturity or redemption date, Cascade shall be obligated to pay interest on that 2014 Bond at the same rate provided in that 2014 Bond from and after its maturity or redemption date until that 2014 Bond, Principal, premium, if any, and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease that 2014 Bond, and that 2014 Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Form and Execution of 2014 Bonds. The 2014 Bonds shall be prepared in a form consistent with the provisions of this resolution and State law. Each 2014 Bond shall be signed by the Chair and Secretary of the Board, either or both of whose signatures may be manual or in facsimile. If any officer whose manual or facsimile signature appears on a 2014 Bond ceases to be an officer of Cascade authorized to sign bonds before the 2014 Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar or issued or delivered by Cascade, that 2014 Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on Cascade as though that person had continued to be an officer of Cascade authorized to sign bonds. Any 2014 Bond also may be signed on behalf of Cascade by any person who, on the actual date of signing of that 2014 Bond, is an officer of Cascade authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

Only a 2014 Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution: "Certificate of Authentication. This bond is one of the fully registered Cascade Water Alliance Water System Refunding Revenue Bonds, 2014, described in the 2014 Bond Resolution." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the 2014 Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

Section 12. Bond Registrar. The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the 2014 Bonds which shall at all times be open to inspection by Cascade. The Bond Registrar is authorized, on behalf of Cascade, to authenticate and deliver 2014 Bonds transferred or exchanged in accordance with the provisions of the 2014 Bonds and this resolution, to serve as Cascade's paying agent for the 2014 Bonds and to carry out all of the Bond Registrar's powers

and duties under this resolution and Resolution No. 2006-04 establishing a system of registration for Cascade's bonds and obligations.

Section 13. Bond Fund. So long as any Parity Bonds are outstanding, Cascade shall set aside and to pay into the Bond Fund, out of the Net Revenue, certain fixed amounts without regard to any proportion, namely:

(a) Into the Debt Service Account,

(1) On the first business day of each month, in the month after the date of issuance and continuing through the first month in which interest is payable on the 2014 Bonds, equal installments in an aggregate amount equal to the interest on the 2014 Bonds to become due and payable on the first month in which interest is payable on the 2014 Bonds, except that the deposit into the Debt Service Account to be made on the first business day of the month in which interest is first payable on the 2014 Bonds may be reduced to the extent the amount on deposit therein and available to be used therefor is sufficient to make that payment on that date;

(2) On the first business day of each month, beginning in the month succeeding the month in which interest is first payable on the 2014 Bonds and continuing for as long as any of the 2014 Bonds are outstanding and unpaid, an amount equal to one-sixth of the interest on the outstanding 2014 Bonds to become due and payable on the next interest payment date, except that the monthly deposits into the Debt Service Account with respect to any interest payment date may be reduced to the extent the amount on deposit therein and available to be used therefor is sufficient to make that payment on that interest payment date; and

(3) On the first business day of each month, beginning in the month succeeding the month in which interest is first payable on the 2014 Bonds and continuing for as long as any of the 2014 Bonds are outstanding and unpaid, an amount equal to one-twelfth of the Principal of the outstanding 2014 Bonds to become due and payable on the next Principal payment date, except that the monthly deposits into the Debt Service Account with respect to any Principal payment date may be reduced to the extent the amount on deposit therein and available to be used therefor is sufficient to make that payment on that Principal payment date.

(b) Into the Reserve Accounts, except as otherwise expressly provided herein, the amount necessary to make the amount on deposit therein equal to the Reserve Requirement.

Those fixed amounts shall be a lien and charge against the Net Revenue.

Cascade may provide for all or any part of the Reserve Requirement through Reserve Insurance. Except as otherwise expressly provided in this resolution, the Reserve Accounts shall be maintained at all times at not less than the Reserve Requirement.

On the date of issuance of the 2014 Bonds, Cascade shall deposit into the Common Reserve Account any combination of 2014 Bond proceeds, Reserve Insurance or other money legally available, in the amount necessary to make the amount on deposit in the Common Reserve Account equal to the Reserve Requirement for the 2006 Bonds, the 2012 Bonds and the 2014 Bonds. The payment of Principal of and premium, if any, and interest on the 2014 Bonds when due shall be secured by the Common Reserve Account. In the event that there

shall be a deficiency in the Debt Service Account that prevents making any payment secured by the Common Reserve Account, that deficiency shall be made up from the Common Reserve Account, first, by the withdrawal of cash therefrom, second, from the proceeds of the sale of investments held therein, and third, from pro rata draws under each Reserve Insurance credited thereto. Any deficiency created in the Common Reserve Account by reason of any such withdrawal shall then be made up from the Net Revenue first available after making necessary provisions for the required payments into the Debt Service Account, first, to reinstate each Reserve Insurance, pro rata, and second, to make up any remaining deficiency. The money in the Common Reserve Account may be applied against the last outstanding Parity Bonds secured by the Common Reserve Account. If the Reserve Requirement for the Parity Bonds secured by the Common Reserve Account is fully provided for, any money in excess of the Reserve Requirement for the Parity Bonds secured by the Common Reserve Account may be withdrawn and deposited consistent with this Section and Section 18.

Cascade may provide for the purchase for cancellation, redemption or defeasance of Parity Bonds by the use of money on deposit in any account in the Bond Fund so long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining Parity Bonds.

Notwithstanding the foregoing, for any Future Parity Bonds Cascade may establish a separate reserve requirement for that issue of Future Parity Bonds and any related Payment Agreement Payments, to be held in a separate Reserve Account within the Bond Fund, for the purpose of securing that issue of Future Parity Bonds and Payment Agreement Payments, and that issue of Parity Bonds and those Payment Agreement Payments shall not be secured by amounts in the Common Reserve Account or the 2009 Reserve Account or by Reserve Insurance credited to the Common Reserve Account or the 2009 Reserve Account.

All money in the Bond Fund may be kept in cash or invested in legal investments maturing or subject to redemption or repurchase at the option of Cascade, (i) for investments in the Debt Service Account, not later than the dates when the funds are required for the payments therefrom, and (ii) for investments in the Reserve Accounts, not later than ten years from the date of investment. Earnings from investments in the Debt Service Account shall be retained therein. Earnings from investments in each Reserve Account shall be retained therein until the amount therein is equal to the Reserve Requirement for the Parity Bonds secured by such Reserve Account and thereafter may be withdrawn and deposited consistent with this Section and Section 18. In computing the amount on hand in each Reserve Account, Reserve Insurance shall be valued at the lesser of the face amount thereof or the amount available, and all other investments shall be valued at market at least annually and on any business day following any withdrawal therefrom to make a payment from the Debt Service Account secured by such Reserve Account. Any deficiency in a Reserve Account resulting from the valuation of investments held therein shall be made up in approximately equal installments within four months after the date of that valuation.

Notwithstanding the provisions of the foregoing paragraph, so long as there is no deficiency in the Bond Fund, any earnings that are subject to federal arbitrage rebate requirements may be withdrawn from the Bond Fund for deposit in a separate account created for the purpose of complying with those rebate requirements.

Cascade may create sinking fund accounts or other accounts in the Bond Fund for the payment or securing the payment of Parity Bonds or Payment Agreement Payments so long as the maintenance of those accounts does not conflict with the rights of the Registered Owners.

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Section 14. Rate Stabilization Fund. Cascade may at any time, as determined by Cascade and consistent with Section 13 and Section 18, deposit Gross Revenue other than RCFCs in the Rate Stabilization Fund. Cascade may at any time withdraw any or all of the money from the Rate Stabilization Fund for inclusion in the Gross Revenue and disbursement consistent with Section 13 and Section 18. If a deposit or withdrawal is made within 90 days after the end of a fiscal year, Cascade may specify that the deposit or withdrawal is to be allocated to the prior fiscal year rather than to the fiscal year in which that deposit or withdrawal is made. No deposit of Gross Revenue may be made into the Rate Stabilization Fund to the extent that such deposit would prevent Cascade from satisfying the Coverage Requirement in any fiscal year.

Section 15. Pledge of Net Revenue. The Net Revenue and all money and investments held in the Bond Fund, the Rate Stabilization Fund, the RCFC Fund and the Construction Fund (except money and investments held in a separate fund or account created for the purpose of compliance with rebate requirements under the Code) are pledged to the payment of Principal and premium, if any, and interest on the Parity Bonds, all Payment Agreement Payments and all payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution. This pledge of Net Revenue shall constitute a charge upon the Net Revenue superior to any other charges whatsoever. The Parity Bonds and Payment Agreements are payable solely from Net Revenue and the funds expressly set forth in this Section. Cascade has no taxing power. The Parity Bonds and Payment Agreements shall not be general obligations of Cascade. This resolution does not pledge, and neither the Parity Bonds nor the Payment Agreements are payable from, the full faith and credit or taxing power of any Member. No Member is responsible for payment of the Parity Bonds or the Payment Agreements except as set forth in the Joint Agreement.

Section 16. Use of 2014 Bond Proceeds; the Refunding Plan.

(a) Appointment of Refunding Trustee. U.S. Bank National Association of Seattle, Washington, is appointed Refunding Trustee.

(b) Selection of Refunded Bonds. The Designated Representative is authorized and directed to select the Refunding Candidates to be refunded by the 2014 Bonds. The Designated Representative may choose to refund fewer than all of the Refunding Candidates. The Refunded Bonds, as selected by the Designated Representative, shall be identified in a Refunding Plan set forth in the Refunding Trust Agreement.

(c) Use of 2014 Bond Proceeds; Acquisition of Acquired Obligations. On the Issue Date, the proceeds of the sale of the 2014 Bonds shall be deposited with the Refunding Trustee and used, together with other money of Cascade, to discharge the obligations of Cascade relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any 2014 Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to Cascade for deposit in the Principal and Interest Account to pay interest on the 2014 Bonds on the next upcoming interest payment date.

(d) Substitution of Acquired Obligations. Cascade reserves the right at any time to substitute cash or other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations if Cascade obtains (1) an opinion of Bond Counsel to the effect that the interest on the 2014 Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (b) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to Cascade to be used for any lawful purpose.

(e) Refunding Trust Agreement; Administration of Refunding Plan. The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the carrying out the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the 2006 Bond Resolution, this resolution, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the 2014 Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the 2014 Bonds may be paid out of the amounts deposited with the Refunding Trustee or other available money of Cascade, in accordance with the Refunding Trust Agreement.

(f) Call for Redemption of the Refunded Bonds. The Designated Representative is authorized to call the Refunded Bonds for redemption on their Redemption Date at par, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the 2014 Bonds are delivered to the Underwriter. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the 2006 Bond Resolution, and to take all other actions necessary to effect the redemption of the Refunded Bonds on the Redemption Date.

(g) Additional Findings with Respect to Refunding. Prior to approving the sale of the 2014 Bonds, the Designated Representative shall make the following determinations in writing if in his or her judgment the following conditions are met:

(1) The savings that will be effected (as measured by the difference between the Principal and interest cost over the life of the 2014 Bonds and the Principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be equal to at least the percentage savings set forth in Section 4(l). In making such determination, the Designated Representative shall give consideration to the fixed maturities of the 2014 Bonds and the Refunded Bonds, the costs of issuance of the 2014 Bonds and the known earned income from the investment of the proceeds of the 2014 Bonds pending redemption of the Refunded Bonds.

(2) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of Cascade under 2006 Bond Resolution. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm.

Section 17. Covenants. Cascade covenants and agrees with each Registered Owner of each Parity Bond at any time outstanding, as follows:

(a) **Operation and Maintenance.** Cascade will at all times maintain, preserve and keep the properties of the System in good repair, working order and condition, will make all necessary and proper additions, betterments, renewals and repairs thereto, and improvements, replacements and extensions thereof so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and will at all times operate or cause to be operated the properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) **Establishment and Collection of Member Charges.** For so long as any Parity Bonds are outstanding, Cascade irrevocably covenants to establish, maintain and collect Member Charges consistently with the Joint Agreement so that:

(1) The Gross Revenue in each fiscal year will be sufficient to pay when due (i) all Operations and Maintenance Costs for that fiscal year, (ii) all amounts that Cascade is obligated to pay into the Bond Fund and the accounts therein for that fiscal year, (iii) all taxes, assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof for that fiscal year and (iv) any and all other amounts that Cascade is obligated to pay from the Gross Revenue by law or contract in that fiscal year; and

(2) The Coverage Requirement will be satisfied in each fiscal year.

Consistent with its obligations under the Joint Agreement, except as may be required under the provisions of any federal or State statute, regulation or license, Cascade will not furnish or permit the furnishing or supplying of any service or facility in connection with the operation of the System free of charge to any person, firm or corporation, public or private.

(c) **Joint Agreement.** Cascade shall enforce the provisions of the Joint Agreement, including without limitation the provisions of the Joint Agreement providing for payment of Member Charges, the provisions of Section 7.8.2(b) of the Joint Agreement obligating other Members to pay a defaulting Member's Member Charges, and provisions requiring any withdrawing Member to continue payment of its allocable share of debt service on the 2014 Bonds as a "then-existing obligation of Cascade." Cascade shall not waive any right or fail to declare any default under or in connection with the Joint Agreement that would reduce the payments or extend the dates for payments to Cascade provided therein or would materially adversely affect the security of the Registered Owner of any Parity Bond then outstanding.

(d) **Sale, Transfer or Disposition of the System.** Except as provided in the Joint Agreement, Cascade may sell, transfer or otherwise dispose of any of the works, plant, properties, facilities or other part of the System or any real or personal property comprising a part of the System (each, as used in this paragraph, a "transfer") only upon approval of the Board by resolution that contains one or more of the following determinations, to be made at the discretion of the Board:

(1) The facilities or property being transferred are not material to the operation of the System or to the receipt of Member Charges, or have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System; or

(2) The aggregate depreciated value of the facilities or property being transferred in any fiscal year comprises no more than five percent of the total assets of the System; or

(3) Cascade receives from the transferee an amount equal to the fair market value of the portion of the System transferred. As used in this subparagraph, "fair market value" means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgeably and assuming that the price is not affected by coercion or undue stimulus.

In the case of a transfer under subparagraph (3): (A) the proceeds of the transfer shall be used (i) promptly to redeem or irrevocably set aside for the redemption of Parity Bonds and to make any payments under Payment Agreements required pursuant to that redemption and/or (ii) to provide for part of the cost of additions to and betterments and extensions of the System; (B) before any such transfer, Cascade must obtain a certificate of an Independent Consulting Engineer to the effect that in his or her professional opinion, upon that transfer and the use of proceeds of the transfer as proposed by Cascade, the remaining System will retain its operational integrity and the Coverage Requirement will be satisfied in each of the five fiscal years following the fiscal year in which the transfer is to occur, taking into account (i) the reduction in Gross Revenue resulting from the transfer; (ii) the use of any proceeds of the transfer for the redemption of Parity Bonds or the making of payments under Payment Agreements required pursuant to that redemption, (iii) the Independent Consulting Engineer's estimate of Gross Revenue allocable to customers anticipated to be served by any additions to and betterments and extensions of the System financed by the proceeds of the transfer, and (iv) any other adjustment permitted in the preparation of a certificate under Section 19(e)(2); and (C) before any such transfer, Cascade must obtain confirmation from each of the Rating Agencies to the effect that the rating then in effect will not be reduced or withdrawn as a result of that transfer.

Cascade shall not create, grant or transfer to any person a mortgage, deed of trust or other security interest in any Water Supply Assets that constitute real property.

Nothing in this subsection (d) shall prevent Cascade from transferring or crediting Water Supply Assets to a Member pursuant to an agreement between Cascade and a Member by which the Member transfers title to Water Supply Assets to Cascade, with or without monetary consideration, to be operated and maintained as part of the System.

(e) **Liens Upon the Net Revenue.** Except as otherwise expressly provided in this resolution, Cascade will not at any time create or permit to accrue or to exist any lien, charge or other encumbrance upon the Net Revenue or any part thereof, prior or superior to the lien and charge thereon for the payment of the Principal of and interest on the Outstanding Parity Bonds and the 2014 Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien, charge or other encumbrance upon the Net Revenue or any part thereof, prior or superior to, or on a parity with, the lien and charge thereon for the payment of the Principal of

and interest on the Outstanding Parity Bonds and the 2014 Bonds, or which might materially adversely affect the security of the Registered Owner of any Parity Bond then outstanding.

(f) Books and Accounts. Cascade will keep proper books, records and accounts with respect to the operations, income and expenditures of the System in accordance with generally accepted accounting practices relating to municipal utilities and any applicable rules and regulations prescribed by the State, and will cause those books, records and accounts to be audited on an annual basis by the State Auditor and/or by a certified public accountant selected by Cascade. It will prepare annual financial and operating statements as soon as practicable after the close of each fiscal year showing in reasonable detail the financial condition of the System as of the close of that fiscal year, and the income and expenses for that fiscal year, including the amounts paid into the Bond Fund and into any and all special funds or accounts created pursuant to the provisions of this resolution, the status of all funds and accounts as of the end of that fiscal year, and the amounts expended for maintenance, renewals, replacements and capital additions to the System. That audit report and those statements shall be sent to any Registered Owner upon written request therefor being made to Cascade. Cascade may charge a reasonable cost for providing that audit report and those financial statements.

(g) Maintenance of Insurance. Cascade at all times will carry fire and extended coverage, public liability and property damage and such other forms of insurance with responsible insurers and with policies payable to Cascade on such of the buildings, equipment, works, plants, facilities and properties of the System as are ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of Cascade, to protect the System, the Registered Owners against loss.

(h) Condemnation Awards and Insurance Proceeds. If Cascade receives any condemnation awards or proceeds of an insurance policy in connection with any loss of or damage to any property of the System, it shall apply the condemnation award or insurance proceeds, in Cascade's sole discretion, as follows: (i) to the cost of replacing or repairing the lost or damaged properties, (ii) to the payment, purchase for cancellation or redemption of Parity Bonds and to make any payments under Payment Agreements required pursuant to that payment, purchase for cancellation or redemption, (iii) to the cost of improvements to the System or (iv) with respect to proceeds of business interruption insurance only, in accordance with Section 13 and Section 18.

Section 18. Flow of Funds. The Gross Revenue shall be used for the following purposes only and shall be applied in the following order of priority:

- (a) To pay when due the Operations and Maintenance Costs;
- (b) To make when due all payments required to be made into the Debt Service Account in respect of interest on Parity Bonds and Payment Agreement Payments;
- (c) To make when due all payments required to be made into the Debt Service Account in respect of the Principal of and premium, if any, on Parity Bonds, whether at maturity or pursuant to prior redemption, and to make payments due under any reimbursement

agreement with a Bond Insurer that requires those payments to be made on a parity with the Parity Bonds;

(d) To make when due all payments required to be made into the Reserve Accounts, all payments required to be made under any agreement relating to the provision of Reserve Insurance, and all payments required to be made under any reimbursement agreement with a Reserve Insurance provider that requires those payments to be made on a parity with the payments required to be made into the Reserve Accounts;

(e) To make when due all payments required to be made under any reimbursement agreement with a Bond Insurer other than payments to be made on a parity with the Parity Bonds, and all payments required to be made under any reimbursement agreement with a Reserve Insurance provider other than payments to be made on a parity with the payments required to be made into the Reserve Accounts, in any priority not inconsistent with this resolution that Cascade may hereafter establish by resolution;

(f) To make when due all payments required to be made into any revenue bond, note, warrant or other revenue obligation redemption fund, debt service account or reserve account created to pay or secure the payment of any revenue bonds, notes, warrants or other obligations of Cascade having a charge upon the Net Revenue junior and inferior to the charge thereon for the payment of the Principal of and premium, if any, and interest on the Parity Bonds, all payments to be made under Payment Agreements and all payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution, in any priority not inconsistent with this resolution that Cascade may hereafter establish by resolution; and

(g) For any other lawful System purposes, in any priority not inconsistent with this resolution that Cascade may hereafter establish by resolution.

Notwithstanding the foregoing, Cascade may provide in a Payment Agreement that payments required to be made under that Payment Agreement other than Payment Agreement Payments may be payable from Gross Revenue at priority (e), (f) or (g) in the flow of funds set forth above, and Cascade may further provide in a Payment Agreement that such payments other than Payment Agreement Payments may be payable only after the payment of the Members' water utility operation and maintenance costs, or after payment, retirement or defeasance of then outstanding obligations of the Members secured by the Members' water rates and charges.

Cascade may transfer any money from any funds or accounts of the System legally available therefor, except money irrevocably deposited in redemption, retirement or defeasance trust accounts for Parity Bonds, to meet the required payments to be made into the Bond Fund.

Section 19. Provisions for Future Parity Bonds. Cascade may issue Future Parity Bonds and enter into Payment Agreements only for lawful System purposes and only if the following conditions are met and complied with at the time of the issuance of those Future Parity Bonds or entry into that Payment Agreement:

- (a) There shall be no deficiency in the Bond Fund;
- (b) Except in the case of Future Parity Bonds being issued for the sole purpose of providing for the costs of refunding Parity Bonds for which no coverage certification

pursuant to subsection (e) of this Section is required, no Event of Default, nor any event or condition which with notice and/or the passage of time would constitute an Event of Default, shall have occurred and be continuing, nor shall the issuance of those Future Parity Bonds or the entry into that Payment Agreement, in and of itself, cause an Event of Default or any event or condition which with notice and/or the passage of time would constitute an Event of Default;

(c) The applicable Parity Bond Authorizing Resolution shall provide for the payment of the Principal of and interest on those Future Parity Bonds or Payment Agreement Payments out of the Bond Fund;

(d) Unless a separate reserve is provided for in accordance with Section 13, the applicable Parity Bond Authorizing Resolution shall provide for the deposit into the Common Reserve Account or the 2009 Reserve Account of any combination of Future Parity Bond proceeds, Reserve Insurance or other money legally available, in the amount, if any, necessary to make the amount on deposit in such Reserve Account equal to the Reserve Requirement for Parity Bonds secured by such Reserve Account upon the issuance of those Future Parity Bonds; and

(e) There shall be on file with Cascade either:

(1) a certificate of the Chief Executive Officer demonstrating that the Coverage Requirement was satisfied during any twelve consecutive calendar months out of the immediately preceding 24 calendar months (assuming that (A) those Future Parity Bonds were outstanding and that the debt service payable on those Future Parity Bonds in that twelve-month period was equal to the Average Annual Debt Service on those Future Parity Bonds and (B) any Parity Bonds to be refunded by those Future Parity Bonds are not outstanding); or

(2) a certificate of an Independent Consulting Engineer that in his or her opinion (which opinion and underlying assumptions shall be set forth in the certificate), the Coverage Requirement will be satisfied, (A) assuming that those Future Parity Bonds are outstanding and any Parity Bonds to be refunded by those Future Parity Bonds are not outstanding, in each of the fiscal years for the five fiscal years next following the earlier of (I) the end of the period during which interest on those Future Parity Bonds is fully capitalized or, if that interest is not fully capitalized, the fiscal year in which those Future Parity Bonds are issued, or (II) the date on which substantially all new facilities or improvements financed in substantial part by those Future Parity Bonds are expected to commence operations and (B) in the fiscal year in which those Future Parity Bonds are issued and any subsequent fiscal year prior to but not included in the fiscal years for which certification is provided pursuant to the foregoing clause (A). That certificate may take into account the following adjustments:

a. Any changes in Member Charges in effect and being charged, or Member Charges expected to be charged (including RCFs expected to be collected) in accordance with a program of specific levels or increases or decreases in overall revenue approved by resolution or resolutions or pursuant to the Joint Agreement;

b. Member Charges from Members who have become Members during the 12 consecutive month period or thereafter, adjusted to reflect one year's Net Revenue allocable to those new Members;

c. The estimate of Net Revenue allocable to Members reasonably expected to be served by new facilities or improvements financed in substantial part by those Future Parity Bonds; and

d. Net Revenue allocable to any person, firm, corporation or municipal corporation under any executed contract for water or other utility service, which revenue was not included in the historical Net Revenue.

Notwithstanding the definition of "Gross Revenue" in Section 1(cc), for purposes of this subsection (e), federal credit payments received by Cascade in respect of the 2009B Bonds shall be excluded from Gross Revenue in determining whether the Coverage Requirement has been or will be satisfied.

If those Future Parity Bonds are for the sole purpose of refunding Parity Bonds (including costs of issuance and providing for the Reserve Requirement), no such coverage certification shall be required if, as a result of the issuance of those Future Parity Bonds, (i) the various annual maturities of the refunding Future Parity Bonds will not extend more than a year longer than the Parity Bonds being refunded, and (ii) the Annual Debt Service on all outstanding Parity Bonds will not increase more than \$5,000 in any fiscal year in which the Parity Bonds to be refunded were scheduled to remain outstanding.

Nothing contained herein shall prevent Cascade from issuing (i) Future Parity Bonds to refund maturing Parity Bonds, money for the payment of which is not otherwise available, or (ii) revenue bonds that are a charge upon the Gross Revenue subordinate to the charge thereon for the payment of the Principal of and premium, if any, and interest on the Parity Bonds, all payments to be made under Payment Agreements and all payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution, and then only if the remedy of acceleration is expressly denied to the owners of those subordinate bonds under all circumstances.

Section 20. Separate Utility Systems. Cascade may create, acquire, construct, finance, own and operate one or more additional systems for water supply, transmission or other commodity or service. The revenue of that separate utility system shall not be included in the Gross Revenue and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand that separate utility system. Neither the Gross Revenue nor the Net Revenue shall be pledged by Cascade to the payment of any obligations of a separate utility system except that the Net Revenue may be pledged on a basis subordinate to that provided for the payment of the Principal of and premium, if any, and interest on the Parity Bonds, all payments to be made under Payment Agreements and all payments required to be made into the Reserve Accounts under any Parity Bond Authorizing Resolution.

Section 21. Preservation of Tax Exemption for Interest on Tax-Exempt Bonds. Cascade covenants that it will take all actions consistent with the terms of this resolution and the 2014 Bonds reasonably within its power and necessary to prevent interest on the 2014 Bonds that are Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of the proceeds of the 2014 Bonds or other funds of Cascade treated as proceeds of the 2014 Bonds at any time during the term of the 2014 Bonds that will cause interest on the 2014 Bonds that are Tax-Exempt Bonds to be included in gross income for federal income tax purposes. Cascade also covenants that it will, to the extent the arbitrage rebate requirement of Section 148 of the Code

is applicable to the 2014 Bonds, take all action necessary to comply (or to be treated as having complied) with that requirement in connection with the 2014 Bonds, including the calculation and payment of any penalties that Cascade has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the 2014 Bonds that are Tax-Exempt Bonds from being included in gross income for federal income tax purposes.

Section 22. Undertaking to Provide Continuing Disclosure. If necessary to assist the Underwriter in meeting its requirements under the Rule, as applicable to a participating underwriter for the 2014 Bonds, Cascade shall undertake, in a separate certificate or agreement, to provide the annual financial information, operating data and notice of material events required under the Rule. A default under such any such undertaking shall not be deemed an Event of Default under this resolution, and the sole remedy under any such undertaking in the event of any failure of Cascade to comply with such undertaking shall be an action to compel performance.

Section 23. Defeasance of Parity Bonds. If Cascade deposits irrevocably with an escrow agent money and/or noncallable Government Obligations which, together with the earnings thereon, are sufficient, without any reinvestment thereof, to pay the Principal of and premium, if any, on any particular Parity Bond or Parity Bonds or portions thereof becoming due (the "Defeased Bonds"), together with all interest accruing thereon to the due date or redemption date, and pays or makes provision for payment of all fees, costs and expenses of that escrow agent due or to become due with respect to the Defeased Bonds, all liability of Cascade with respect to the Defeased Bonds shall cease, the Defeased Bonds shall be deemed not to be outstanding hereunder and the Registered Owners of the Defeased Bonds shall be restricted exclusively to the money or Government Obligations so deposited, together with any earnings thereon, for any claim of whatsoever nature with respect to the Defeased Bonds, and that escrow agent shall hold that money, Government Obligations and earnings in trust exclusively for those Registered Owners and that money, Government Obligations and earnings shall not secure any other Parity Bonds under this resolution. In determining the sufficiency of the money and Government Obligations deposited pursuant to this Section, that escrow agent shall receive, at the expense of Cascade, and may rely upon: (a) a verification report of a firm of nationally recognized independent certified public accountants or other qualified firm acceptable to Cascade and that escrow agent; and (b) an opinion of Bond Counsel to the effect that (1) all conditions set forth in this Section have been satisfied and (2) defeasance of the Defeased Bonds will not cause interest on any Defeased Bonds that are Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. The Defeased Bonds shall no longer be secured by or entitled to the benefits of the applicable Parity Bond Authorizing Resolution, except for the purposes of any payment from the money or Government Obligations deposited with that escrow agent and except for the provisions of this resolution relating to the execution, authentication, registration, exchange, transfer and cancellation of Parity Bonds.

Section 24. Supplemental Resolutions.

(a) This resolution shall not be modified or amended in any respect subsequent to the initial issuance of the 2014 Bonds, except as provided in and in accordance with and subject to the provisions of this Section.

(b) Cascade, from time to time, and at any time, without the consent of or notice to the Registered Owners or Qualified Counterparties, may adopt supplemental resolutions as follows:

(1) To provide for the issuance of Future Parity Bonds and the entry into Payment Agreements in accordance with the provisions of this resolution;

(2) To cure any formal defect, omission, inconsistency or ambiguity in this resolution in a manner not materially adverse to the security of the Registered Owner of any Parity Bond then outstanding under a Payment Agreement then in effect;

(3) To impose upon the Bond Registrar (with its consent) for the benefit of the Registered Owners or Qualified Counterparties any additional rights, remedies, powers, authority, security, liabilities or duties that may lawfully be granted, conferred or imposed and that are not contrary to or inconsistent with this resolution as therefore in effect;

(4) To add to the covenants and agreements of, and limitations and restrictions upon, Cascade in this resolution, other covenants, agreements, limitations and restrictions to be observed by Cascade that are not contrary or inconsistent with this resolution as therefore in effect;

(5) To confirm, as further assurance, any pledge under, and the subjection to any lien, charge or pledge created or to be created by this resolution of any other money, securities or funds;

(6) To authorize different denominations of the 2014 Bonds and to make correlative amendments and modifications to this resolution regarding exchangeability of 2014 Bonds of different authorized denominations, redemptions of portions of 2014 Bonds of particular authorized denominations, provisions relating to DTC or its successor, and to make similar amendments and modifications of a technical nature not materially adverse to the security of the Registered Owner of any Parity Bond then outstanding;

(7) To modify, alter, amend or supplement this resolution in any other respect that is not materially adverse to the security of the Registered Owner of any Parity Bond then outstanding that does not involve a change described in subsection (c) of this Section;

(8) Because of change in federal law or rulings, to maintain the exclusion from gross income of the interest on the 2014 Bonds that are Tax-Exempt Bonds from federal income taxation in a manner not materially adverse to the security of the Registered Owner of any Parity Bond then outstanding; and

(9) To add to the covenants and agreements of, and limitations and restrictions upon, Cascade in this resolution, other covenants, agreements, limitations and restrictions to be observed by Cascade that are requested by a Bond Insurer or Reserve Insurance provider and which are not materially adverse to the security of the Registered Owner of any Parity Bond then outstanding.

Before Cascade shall adopt any supplemental resolution pursuant to this subsection (b), there shall have been delivered to Cascade and the Bond Registrar an opinion of Bond Counsel, stating that that supplemental resolution is authorized or permitted by this resolution and, upon the execution and delivery thereof, will be valid and binding upon Cascade in accordance with its terms and will not (i) adversely affect the exclusion from gross income for federal income tax purposes of interest on 2014 Bonds that are Tax-Exempt Bonds or (ii) materially adversely affect the security of the Registered Owner of any Parity Bond then outstanding.

(c) (1) Except for any supplemental resolution entered into pursuant to subsection (b) of this Section, subject to the terms and provisions contained in this subsection (c) and not otherwise, Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds shall have the right from time to time to consent to and approve the adoption by Cascade of any supplemental resolution deemed necessary or desirable by Cascade for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this resolution; except that, unless approved in writing by each Registered Owner of each Parity Bond at the time outstanding, nothing contained in this Section shall permit, or be construed as permitting:

a. A change in the times, amounts or currency of payment of any outstanding Parity Bond or Payment Agreement, or a reduction in the Principal amount of any outstanding Parity Bond or a change in the rate or method of determining the rate of interest thereon or the redemption or tender provisions thereof, or

b. A preference or priority of any Parity Bond or Payment Agreement Payment over any other Parity Bond or Payment Agreement Payment, or

c. A reduction in the aggregate Principal amount of Parity Bonds, the consent of the Registered Owners of which is required for any supplemental resolution.

(2) If at any time Cascade shall adopt any supplemental resolution for any of the purposes of this subsection (c), the Bond Registrar shall cause notice of the proposed supplemental resolution to be given by first-class United States mail to all Registered Owners and Qualified Counterparties, to any Bond Insurer, and to the Rating Agencies. That notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Bond Registrar for inspection by all Registered Owners and Qualified Counterparties.

(3) Within two years after the date of the mailing of that notice, Cascade may adopt that supplemental resolution in substantially the form described in that notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners, and (ii) an opinion of Bond Counsel stating that that supplemental resolution is authorized or permitted by this resolution and, upon the execution and delivery thereof, will be valid and binding upon Cascade in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2014 Bonds that are Tax-Exempt Bonds.

(4) If the required consents, in writing, of the Registered Owners have been obtained as herein provided, no Registered Owner shall have any right to object to the adoption of that supplemental resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain Cascade from adopting the same or from taking any action pursuant to the provisions thereof.

(d) Upon the execution and delivery of any supplemental resolution pursuant to the provisions of this Section, this resolution shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of Cascade, the Bond Registrar, all Registered Owners shall thereafter be

determined, exercised and enforced under this resolution subject in all respects to those modifications and amendments.

Section 25. Amendments to Joint Agreement.

(a) Cascade, from time to time, and at any time, without the consent of or notice to the Registered Owners or Qualified Counterparties, may amend the Joint Agreement for any purpose except as provided in subsection (b) of this Section. However, before Cascade shall permit the amendment of the Joint Agreement pursuant to this subsection (a), there shall have been delivered to Cascade and the Bond Registrar an opinion of Bond Counsel, stating that that amendment is authorized or permitted by this resolution and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2014 Bonds that are Tax-Exempt Bonds.

(b) (1) Subject to the terms and provisions contained in this subsection (b), Cascade may amend the Joint Agreement in the following manner only with the prior written consent of each Registered Owner of each Parity Bond at the time outstanding (unless, in the opinion of bond counsel to Cascade, such amendment does not eliminate or materially diminish a Member's obligation under the relevant provision of the Joint Agreement specified below):

a. an amendment that eliminates or materially diminishes the obligation of the Members under paragraph 2, 3 or 4 of Section 5.3.2 of the Joint Agreement, i.e., the obligations (x) to take actions related to the establishment, maintenance and collection of rates, fees or other charges for water and other services, facilities and commodities related to the water supply received from Cascade at levels adequate to provide revenues sufficient to make payments required to be made under the Joint Agreement, and to pay or provide for payment of all other charges and obligations payable from or constituting a charge or lien upon such revenues, or (y) to pay Member Charges to Cascade, or (z) to treat Member Charges as internal operation and maintenance costs or contract resource obligations in either case payable prior to debt service on Member obligations (except that Cascade reserves the right, without the prior written consent of each Registered Owner, to amend the Joint Agreement to enable the component of Member Charges to provide for payments required to be made under a Payment Agreement other than Payment Agreement Payments, to be payable to Cascade after Members' payments of debt service on their own revenue obligations); or

b. an amendment that eliminates or materially diminishes the obligation of the Members under Section 5.3.3 of the Joint Agreement to make appropriate written undertakings under the Rule; or

c. an amendment that eliminates or materially diminishes the obligation of the Members under Section 5.3.4 of the Joint Agreement, i.e., to take actions related to preservation of the tax-exempt status of interest on the Tax-Exempt Bonds; or

d. an amendment that eliminates or materially diminishes the obligation of the Members under Section 7.8.1(d) of the Joint Agreement, i.e., to remit payment of disputed invoices in full prior to resolving the dispute; or

e. an amendment that eliminates or materially diminishes the obligation of the Members under Section 7.8.2(b) of the Joint Agreement, i.e., to pay proportionate shares of a defaulting Member's Member Charges; or

f. an amendment that eliminates or materially diminishes a withdrawing Member's obligations for the cost of then-existing obligations of Cascade under Section 9.2 of the Joint Agreement.

(2) If at any time Cascade shall permit the amendment of the Joint Agreement for any of the purposes of this subsection (b), the Bond Registrar shall cause notice of the proposed amendment to be given by first-class United States mail to all Registered Owners and Qualified Counterparties, to any Bond Insurer, and to the Rating Agencies. That notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Bond Registrar for inspection by all Registered Owners and Qualified Counterparties.

(3) Within two years after the date of the mailing of that notice, Cascade may permit the amendment of the Joint Agreement in substantially the form described in that notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners, and (ii) an opinion of Bond Counsel stating that that amendment is authorized or permitted by this resolution and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2014 Bonds that are Tax-Exempt Bonds.

(4) If the required consents, in writing, of the Registered Owners have been obtained as herein provided, no Registered Owner shall have any right to object to that amendment of the Joint Agreement, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain Cascade from entering into the same or from taking any action pursuant to the provisions thereof.

Section 26. Defaults and Remedies.

(a) Events of Default. Each of the following shall constitute an "Event of Default":

(1) If Cascade defaults in any payment of Principal of or premium, if any, or interest on any Parity Bond when the same becomes due and payable.

(2) If Cascade files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.

(3) If an "Event of Default" occurs under (and as defined in) any Parity Bond Authorizing Resolution other than this resolution.

(4) If Cascade defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of Cascade set forth in any Parity Bond Authorizing Resolution and that default has continued for a period of 90 days after Cascade has received from the Bond Owners' Trustee or from the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds, a written notice specifying and demanding the cure of that default. However, if that default is one that can be remedied but cannot be completely remedied within the 90 days after written notice has been given, it shall not be an Event of Default so long as Cascade has taken active steps within the 90 days after written notice has been given to remedy the default and is diligently pursuing that remedy.

(b) Bond Owners' Trustee. Upon the occurrence and during the continuance of an Event of Default, a trustee (the "Bond Owners' Trustee") (i) may be appointed by the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds, notification thereof having been given to Cascade, or (ii) shall be appointed by Cascade at the direction of the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds, in each case by an instrument or concurrent instruments in writing signed and acknowledged by those Registered Owners or by their attorneys-in-fact duly authorized and delivered to the Bond Owners' Trustee or Cascade, as the case may be. That appointment shall become effective immediately upon acceptance thereof by the Bond Owners' Trustee. Any Bond Owners' Trustee appointed under the provisions of this subsection (b) shall be a bank or trust company organized under the laws of the State of Washington or the State of New York or a national banking association. The Bond Owners' Trustee may be removed at any time, and a successor Bond Owners' Trustee appointed, by the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by those Registered Owners or by their attorneys-in-fact duly authorized. The Bond Owners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties.

The Bond Owners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for all Registered Owners and is empowered to exercise all the rights and powers herein conferred on the Bond Owners' Trustee.

In the event that any Event of Default in the sole judgment of the Bond Owners' Trustee is cured and the Bond Owners' Trustee furnishes to Cascade a certificate so stating, that Event of Default shall be conclusively deemed to be cured and Cascade, the Bond Owners' Trustee, the Registered Owners shall be restored to the same rights and position which they would have held if that Event of Default had not occurred.

(c) Suits, Actions and Other Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Bond Owners' Trustee may, and upon the written request of the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds shall, take such steps and institute such suits, actions or other proceedings, or file and prove such claims in bankruptcy, reorganization or other similar proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the Registered Owners, to collect any amounts due and owing to or from Cascade, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in any Parity Bond Authorizing Resolution or any of the Parity Bonds.

Nothing contained in this Section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of Principal of the Parity Bonds, and the remedy of acceleration is expressly denied to the Registered Owners under any circumstances including, without limitation, upon the occurrence and during the continuance of an Event of Default.

Any action, suit or other proceedings instituted by the Bond Owners' Trustee hereunder shall be brought in its name as trustee for the Registered Owners and all such rights of action upon or under any Parity Bond Authorizing Resolution or any of the Parity Bonds may be enforced by the Bond Owners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bond Owners'

Trustee shall be brought for the ratable benefit of all Registered Owners, subject to the provisions of the Parity Bond Authorizing Resolutions. Upon the appointment of a Bond Owners' Trustee in accordance with the provisions herein, each Registered Owner of a Parity Bond, by taking and holding the same, shall be conclusively deemed irrevocably to have appointed the Bond Owners' Trustee the true and lawful trustee of all Registered Owners, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the Registered Owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bond Owners' Trustee to consent to accept or adopt, on behalf of any Registered Owner, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any Registered Owner thereof, or to authorize or empower the Bond Owners' Trustee to vote the claims of the Registered Owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other similar proceedings to which Cascade is a party.

(d) Application of Money Collected by Bond Owners' Trustee. Any money collected by the Bond Owners' Trustee at any time pursuant to this Section shall be applied in the following order of priority:

(1) first, to the payment of the charges, expenses, advances and compensation of the Bond Owners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys;

(2) second, to the payment of all interest on the Parity Bonds and the Payment Agreement Payments then due and payable, in the order in which the same became due and payable, and, if the amount available shall not be sufficient to make any payment in full, then to the payment, ratably, according to the amounts due with respect to those payments, without discrimination or preference;

(3) third, to the payment of all unpaid Principal of and premium, if any, on the Parity Bonds then due and payable (other than Parity Bonds called for redemption for the payment of which money is held pursuant to the provisions of any Parity Bond Authorizing Resolution), in the order in which the same became due and payable, and, if the amount available shall not be sufficient to make any payment in full, then to the payment, ratably, according to the amounts due with respect to those payments, without any discrimination or preference;

(4) fourth, to the payment of all unpaid Parity Bonds called for optional redemption, if any; and

(5) fifth, for any payment under a Payment Agreement that does not constitute a Payment Agreement Payment.

(e) Duties and Obligations of Bond Owners' Trustee. The Bond Owners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. Upon the occurrence and during the continuance of an Event of Default, the Bond Owners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bond Owners' Trustee shall have no liability for any act or omission to act hereunder except for the Bond Owners'

Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bond Owners' Trustee shall be determined solely by the express provisions of the Parity Bond Authorizing Resolutions, and no implied powers, duties or obligations of the Bond Owners' Trustee shall be read into this resolution.

The Bond Owners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bond Owners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct.

The Bond Owners' Trustee shall not be bound to recognize any person as a Registered Owner of any Parity Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction.

The Bond Owners' Trustee may consult with counsel and the opinion of that counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of that counsel. The Bond Owners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected-by it with reasonable care.

(f) Proceedings By Individual Parity Bond Owners Restricted. No Registered Owner shall have any right to institute any action, suit or proceeding at law, in equity or in bankruptcy, reorganization or other similar proceedings under any Parity Bond Authorizing Resolution unless:

(1) an Event of Default has occurred and is continuing;

(2) a Bond Owners' Trustee has been appointed;

(3) that Registered Owner shall have given to the Bond Owners' Trustee written notice of the Event of Default on account of which that suit, action or proceeding is to be instituted;

(4) the Registered Owners of not less than a majority of aggregate Principal amount of the outstanding Parity Bonds, after the occurrence and during the continuance of that Event of Default, have made written request of the Bond Owners' Trustee and have afforded the Bond Owners' Trustee a reasonable opportunity to institute that suit, action or proceeding;

(5) there have been offered to the Bond Owners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

(6) the Bond Owners' Trustee has refused or neglected to comply with that request within a reasonable time.

No Registered Owner shall have any right in any manner whatever by his or her action to affect or impair the obligation of Cascade to pay from the Net Revenue the Principal of and premium, if any, and interest on any Parity Bond to the Registered Owner thereof or any Payment Agreement Payment when due.

Notwithstanding any other provision of this resolution, each Registered Owner shall have the absolute and unconditional right to receive payment of Principal of and premium, if any, and interest on that Registered Owner's Parity Bonds on and after the due date thereof and to institute suit for the enforcement of any such payment.

(g) Failure to Comply With Undertaking. Notwithstanding anything in this Section to the contrary, the failure of Cascade or any obligated person to comply with the Undertaking shall not constitute an Event of Default, and the sole remedy of any holder of a 2014 Bond shall be to seek an order of specific performance from an appropriate court to compel Cascade or the obligated person to comply with the Undertaking.

Section 27. Manner of Sale; Delivery of 2014 Bonds. The Designated Representative may provide for the sale of the 2014 Bonds by competitive sale. If authorized by motion or resolution of the Board, the Designated Representative may provide for the sale of the 2014 Bonds by negotiated sale with the Underwriter chosen through a selection process acceptable to the Designated Representative.

(a) Procedure for Negotiated Sale. If the Designated Representative determines, pursuant to a motion or resolution of the Board, that the 2014 Bonds should be sold by negotiated sale, (i) the Designated Representative shall solicit one or more Underwriters with which to negotiate the sale of those 2014 Bonds; (ii) the Bond Purchase Contract shall set forth the Final Terms; and (iii) the Designated Representative is authorized to execute the Bond Purchase Contract on behalf of Cascade, so long as the terms provided therein are consistent with the terms of this resolution.

(b) Procedure for Competitive Sale. A competitive sale shall include preparation of an official notice of bond sale for the 2014 Bonds, setting forth parameters for the Final Terms of such sale and any other bid parameters that the Designated Representative deems appropriate and that are consistent with this resolution. Bids for the purchase of the 2014 Bonds shall be received at such time or place and by such means as the Designated Representative directs. The Designated Representative may direct that the official notice of bond sale or an abridged form thereof be published in such additional places as he or she deems desirable or appropriate. On the date and time established for the receipt of bids for the 2014 Bonds, the Designated Representative (or his or her designee) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of Cascade, the winning bid and accept the winning bidder's offer to purchase the 2014 Bonds, with such adjustments to the aggregate Principal amount and Principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this resolution, and such award shall constitute the Bond Purchase Contract. The Designated Representative may, in his or her discretion, reject any or all bids submitted and may waive any formality or irregularity in the bid or bidding process if he or she deems it to be in Cascade's best interest to do so.

The 2014 Bonds will be delivered to the Underwriter immediately upon payment to Cascade of the purchase price in immediately available federal funds in Seattle, Washington, or at another place upon which the Chief Executive Officer and the Underwriter may mutually agree.

CUSIP numbers (if required) will be printed on the 2014 Bonds, but neither failure to print CUSIP numbers on any 2014 Bond nor error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the 2014 Bonds in

accordance with the purchase offer. All expenses in relation to the printing of CUSIP numbers on the 2014 Bonds shall be paid by Cascade, but the fee of the CUSIP Service Bureau for the assignment of those numbers shall be the responsibility of and shall be paid by the Underwriter.

The 2014 Bonds will be prepared at Cascade's expense and will be delivered to the Underwriter thereof with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, regarding the 2014 Bonds.

Section 28. General Authorization. The Chair of the Board and the Chief Executive Officer of Cascade and each of the other appropriate officers of Cascade are each authorized and directed to do everything as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, this resolution. In particular, and without limitation, the Chief Executive Officer may, in his or her discretion and without further action by the Board, (i) deem final any preliminary official statement or official statement relating to the 2014 Bonds, (ii) authorize the distribution of any preliminary official statement or official statement by the Underwriter, (iii) comply with any continuing disclosure requirements applicable to the 2014 Bonds, (iv) change the Bond Registrar or any securities depository appointed for the 2014 Bonds, (v) provide information to Rating Agencies, prospective providers of Bond Insurance and Reserve Insurance and other participants in the issuance of the 2014 Bonds and (vi) request proposals from prospective providers of Bond Insurance and Reserve Insurance for the 2014 Bonds.

Section 29. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, the offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 30. Ratification of Prior Acts. Any action taken consistent with the authority but prior to the effective date of this resolution, including, if applicable, giving an official notice of bond sale, executing contracts, making fund transfers and paying warrants, is ratified, approved and confirmed.

Section 31. Section Headings. The section headings in this resolution are used for convenience only and shall not constitute a substantive portion of this resolution.

Section 32. Effective Date. This resolution shall take effect and be in force immediately upon its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a regular open public meeting held on this 23rd day of July, 2014.

CASCADE WATER ALLIANCE

John Marchione, Chair

Attest – Chuck Clarke, CEO

Jim Haggerton, Vice Chair

Fred Butler, Secretary/Treasurer

Members

Yes _____

No _____

Demand Share

Yes _____%

No _____%

Include in CWAC?

Yes

No

CERTIFICATION

I, the undersigned, Secretary of the Board of Directors (the "Board") of Cascade Water Alliance ("Cascade") hereby certify as follows:

1. The attached copy of Resolution No. 2014-__ (the "Resolution") is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board held on July 23, 2014, at the time and meeting place for which notice was given in accordance with law, as that resolution appears on the minute book of Cascade; and the Resolution is now in full force and effect.

2. A quorum of the members of the Board was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of July, 2014.

CASCADE WATER ALLIANCE

Fred Butler, Secretary of the Board

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APPENDIX C

BOOK-ENTRY TRANSFER SYSTEM

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The following information has been provided by The Depository Trust Company, New York, New York (“DTC”). Cascade makes no representation regarding the accuracy or completeness thereof. Beneficial Owners (as hereinafter defined) should therefore confirm the following with DTC or the Participants (as hereinafter defined).

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds in the principal amount of such maturity and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, and trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system, in denominations of \$5,000 or any integral multiple thereof, must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

When notices are given, they shall be sent by the Bond Registrar to DTC only. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Cascade as soon as possible after the record date. The Omnibus Proxy assigns Cede &

Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Cascade or the Bond Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar, or Cascade, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or any other nominee as may be requested by an authorized representative of DTC) are the responsibility of Cascade or the Bond Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to Cascade and the Bond Registrar. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

Cascade may decide to discontinue use of the system of the book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

APPENDIX D

PROPOSED FORM OF BOND COUNSEL OPINION

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[FORM OF APPROVING LEGAL OPINION]

[Closing Date]

Cascade Water Alliance
Bellevue, Washington

Re: Cascade Water Alliance
\$29,220,000 Water System Refunding Revenue Bonds, 2014

We have served as bond counsel to Cascade Water Alliance (“Cascade”) in connection with the issuance of the above-referenced bonds (the “Bonds”), and in that capacity have examined such law and such certified proceedings and other documents as we have deemed necessary to render this opinion. As to matters of fact material to this opinion, we have relied upon representations contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

The Bonds are issued by Cascade pursuant to Resolution No. 2014-07 (the “Bond Resolution”) to pay a portion of the cost of refunding the callable portion of Cascade’s Water System Revenue Bonds, 2006, and to pay the costs of issuing the Bonds, all as set forth in the Bond Resolution.

Reference is made to the Bonds and the Bond Resolution for the definitions of capitalized terms used and not otherwise defined herein.

We have not been engaged to review and thus express no opinion concerning the completeness or accuracy of any official statement, offering circular or other sales or disclosure material relating to the issuance of the Bonds or otherwise used in connection with the Bonds.

Under the Internal Revenue Code of 1986, as amended (the “Code”), Cascade is required to comply with certain requirements after the date of issuance of the Bonds in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, without limitation, requirements concerning the qualified use of Bond proceeds and the facilities financed or refinanced with Bond proceeds, limitations on investing gross proceeds of the Bonds in higher yielding investments in certain circumstances and the arbitrage rebate requirement to the extent applicable to the Bonds. Cascade has covenanted in the Bond Resolution to comply with those requirements, but if Cascade fails to comply with those

requirements, interest on the Bonds could become taxable retroactive to the date of issuance of the Bonds. We have not undertaken and do not undertake to monitor Cascade's compliance with such requirements.

Based upon the foregoing, as of the date of initial delivery of the Bonds to the purchaser thereof and full payment therefor, it is our opinion that under existing law:

1. Cascade is a duly organized and legally existing Washington joint municipal utilities services authority under chapter 39.106 RCW;

2. The Bonds have been duly authorized and executed by Cascade and are issued in full compliance with the provisions of the Constitution and laws of the State of Washington and the resolutions of Cascade relating thereto;

3. The Bonds constitute valid and binding obligations of Cascade payable solely out of Net Revenue and certain other amounts to be paid into the Bond Fund, except only to the extent that enforcement of payment may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and by the application of equitable principles and the exercise of judicial discretion in appropriate cases; and

4. Assuming compliance by Cascade after the date of issuance of the Bonds with applicable requirements of the Code, the interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals; however, while interest on the Bonds also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, interest on the Bonds received by corporations is to be taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations, interest on the Bonds received by certain S corporations may be subject to tax, and interest on the Bonds received by foreign corporations with United States branches may be subject to a foreign branch profits tax. We express no opinion regarding any other federal tax consequences of receipt of interest on the Bonds.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

We bring to your attention the fact that the foregoing opinions are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

Respectfully submitted,

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

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**APPENDIX E
PROPOSED FORM OF CONTINUING
DISCLOSURE CERTIFICATE**

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Cascade Water Alliance (“Cascade”) in connection with the issuance by Cascade of \$29,220,000 aggregate principal amount of its Water System Refunding Revenue Bonds, 2014 (the “Bonds”). The Bonds have been issued pursuant to Resolution No. 2014-07, adopted by the Board of Directors of Cascade (the “Board”) on July 23, 2014 (the “Resolution”). Cascade covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by Cascade for the benefit of the holders and Beneficial Owners of the Bonds and to assist the Participating Underwriter in complying with the Rule (defined herein).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution or in the Official Statement dated August 5, 2014 (the “Official Statement”), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means the Annual Report required to be provided by Cascade pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” means Cascade, or any successor Dissemination Agent designated in writing by Cascade and which has filed with Cascade a written acceptance of such designation.

“Listed Event” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Members” means, collectively, the cities of Bellevue, Issaquah, Kirkland, Redmond and Tukwila, Sammamish Plateau Water and Sewer District and Skyway Water and Sewer District and any municipal corporation that under the Joint Agreement becomes a member of Cascade while any of the Bonds are outstanding.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Required Member” means for any fiscal year of Cascade any Member obligated in that fiscal year to pay Member Charges (as defined in the Resolution) in an amount equal to

10 percent or more of the sum of the Member Charges required to be paid by all of the Members in such fiscal year.

“Rule” means paragraph (b)(5) of Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended, as such rule is amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Washington.

“Submission Deadline” means the date that is nine months after the end of Cascade’s fiscal year, which fiscal year is currently a year ending on December 31.

SECTION 3. Provision of Annual Reports.

(a) Cascade shall, or shall cause the Dissemination Agent to, not later than each Submission Deadline, commencing with the Submission Deadline for the fiscal year ending December 31, 2014, provide to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by specific reference documents available to the public on the Internet website of the MSRB or filed with the SEC. If Cascade’s or any Required Member’s fiscal year changes, Cascade shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than 15 Business Days prior to each Submission Deadline, Cascade shall provide the Annual Report to the Dissemination Agent (if other than Cascade). If Cascade is unable to provide to the MSRB an Annual Report by the Submission Deadline, Cascade shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) If the Dissemination Agent is other than Cascade, the Dissemination Agent shall file a report with Cascade certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

SECTION 4. Content of Annual Reports. Cascade’s Annual Report shall contain or include by reference (without duplication) the following:

1. (a) The audited financial statements of Cascade for the applicable fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities (except as otherwise noted therein), as such principles may be changed from time to time and as permitted by State law. If Cascade’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) or (b), the Annual Report shall contain unaudited financial statements in a format similar to Cascade’s audited financial statements, and Cascade’s audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The audited financial statements of each Required Member for the applicable fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to such Required Member (except as otherwise noted therein), as such principles may be changed from time to time and as permitted by State law. If a Required Member's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) or (b), the Annual Report shall contain unaudited financial statements in a format similar to the format of the Required Member's audited financial statements, and such Required Member's audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Other historical financial and operating information (which may be included in the audited financial statements) of the type shown in the Official Statement, as follows:

(a) Historical financial information and operating data of the type shown in the Official Statement in the tables entitled "CERUs, Percentage of Total Demand Shares and Member Charges for Each Member for 2014," "Scheduled Debt Service Requirements," "Amount of Water to be Supplied to Cascade from Seattle," "Cascade Water Alliance Statement of Revenues, Expenses and Changes in Net Assets (Fiscal Year Ending December 31)," "Cascade Water Alliance Statement of Financial Position (Fiscal Year Ending December 31)," "Member Demand Shares for 2010 through 2014," "Each Member Percentage of Total Demand Shares for 2010 through 2014," "Member CERUs for 2010 through 2014 by Member," "Each Member's Percentage of Member CERUs for 2010 through 2014" and "Member Charges for 2010 through 2014 by Member."

(b) Historical financial information of the type shown in the Official Statement under the headings "Cascade Water Alliance—Governance and Administration—Retirement Plans" and "—Management Discussion of Financial Operations."

(c) For each Required Member, historical financial information of the type shown in the Official Statement in the table entitled "Member and Other Regional Water Rates - 2014."

(d) For each Required Member, historical financial information and operating data of the type shown for such Required Member in Appendix A.

SECTION 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, Cascade shall give, or cause to be given, to the MSRB timely notice of the occurrence of any of the following events with respect to the Bonds, not in excess of ten business days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership, or similar event of Cascade;
13. the consummation of a merger, consolidation or acquisition involving Cascade or the sale of all or substantially all of the assets of Cascade, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever Cascade obtains knowledge of the occurrence of a Listed Event that is required to be reported only if material, Cascade shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) Cascade shall file in a timely manner a notice of each occurrence of a Listed Event with the MSRB.

SECTION 6. Termination of Reporting Obligation. Cascade's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, Cascade shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. Cascade may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent (if other than Cascade) shall not be responsible in any manner for the content of any notice or report prepared by Cascade pursuant to this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, Cascade may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders (other than for amendments to the Resolution requiring the consent of all holders) or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, Cascade shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by Cascade or by a Required Member. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c) and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent Cascade or any Member from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If Cascade or any Member chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, neither Cascade nor any Member shall have any obligation under this Certificate to update such information or to include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of Cascade to comply with any provision of this Disclosure Certificate any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause Cascade to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of Cascade to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of Cascade, the Dissemination Agent, the Participating Underwriter and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: September 3, 2014.

CASCADE WATER ALLIANCE

By _____
Chuck Clarke, Chief Executive Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Cascade Water Alliance

Name of Bond Issue: Water System Refunding Revenue Bonds, 2014

Date of Issuance: September 3, 2014

NOTICE IS HEREBY GIVEN that Cascade has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated September 3, 2014. [Cascade anticipates that the Annual Report will be filed by _____.]

CASCADE WATER ALLIANCE

By _____

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APPENDIX F

AUDITED FINANCIAL STATEMENTS OF CASCADE – 2013 FISCAL YEAR

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CASCADE WATER ALLIANCE
Financial Statements
For the Years Ended December 31, 2013 and 2012

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Independent Auditor's Report

**Board of Directors
Cascade Water Alliance
Bellevue, Washington**

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Cascade Water Alliance (Cascade), which comprise the statements of net position as of December 31, 2013 and 2012, and the related statements of revenues, expenses and changes in net position and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Certified Public
Accountants
and Consultants

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of Cascade as of December 31, 2013 and 2012, and the changes in its net position and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 12 to the financial statements, Cascade adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 65, *Items Previously Reported as Assets and Liabilities*, during the year ended December 31, 2013. Our opinion is not modified with respect to this matter.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and modified approach for White River/Lake Tapps Reservoir Project Infrastructure Capital Assets on pages 3 through 10 and on pages 31 through 34 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Certified Public Accountants
July 17, 2014

Certified Public
Accountants
and Consultants

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Management's Discussion and Analysis presents our review of Cascade Water Alliance's (Cascade) net position as of December 31, 2013 and 2012, and Cascade's financial performance for the years then ended. These comments should be read in conjunction with Cascade's financial statements, which follow this section.

Overview of the Financial Statements

The financial statements include the Statements of Net Position, Statements of Revenues, Expenses and Changes in Net Position, Statements of Cash Flows and Notes to Financial Statements.

The Statements of Net Position provide a record, or snapshot, of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources of Cascade at the close of the year. It provides information about the nature and amounts of investments in resources (assets) and obligations to creditors (liabilities). It provides a basis for evaluating the capital structure of Cascade and for assessing its liquidity and financial flexibility.

The Statements of Revenues, Expenses and Changes in Net Position present the results of the business activities over the course of the year. This information can be used to determine whether Cascade has successfully recovered all its costs through its user fees and other charges, and to evaluate its financial viability and credit worthiness.

The Statements of Cash Flows report cash receipts, cash payments and net changes in cash resulting from operating, capital and related financing and investing activities over the course of the year. The statements present information on where cash came from and what it was used for.

The Notes to Financial Statements provide useful information regarding Cascade's significant account balances and activities, certain material risks, estimates, obligations, commitments, contingencies, and subsequent events, if any.

Cascade's overall financial position is strong, with sufficient liquidity to finance operations and sufficient debt capacity to finance future capital asset acquisitions. Cascade is financed by equity and long-term debt.

Depreciable capital assets have increased due to Cascade obtaining sources of water supply and related water systems needed to deliver the supply. Cascade primarily serves a suburban area east of Lake Washington in King County.

Major debt financing to date includes:

- \$10,000,000 borrowed in 2004 from member Sammamish Plateau Water and Sewer District for acquisition of water supply sources and water systems (repaid from bond proceeds in 2006);
- \$25,904,442 owed to the City of Tacoma for acquisition of water supply sources and water systems (repaid from bond proceeds in 2006);
- Twenty-five year \$55,230,000 revenue bond proceeds (2006 revenue bonds) to pay the Sammamish Plateau Water and Sewer District and City of Tacoma and to finance system development;
- Twenty-five year \$80,095,000 revenue bond proceeds (2009 revenue bonds) to acquire the Lake Tapps system from Puget Sound Energy (PSE) and to fund property acquisitions and pipeline construction along a potential water transmission corridor; and

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Overview of the Financial Statements (Continued)

- Twenty-five year \$42,695,000 revenue bond proceeds (2012 revenue bonds) to acquire independent supply production capacity, to restructure the Tacoma Water Contract, to extend the Seattle Water Contract, and to fund Lake Tapps capital improvements.

Condensed Financial Statements
Statements of Net Position as of December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Current assets	\$ 25,493,353	\$ 24,117,091
Net capital assets	263,735,209	267,902,371
Other assets	<u>62,258,081</u>	<u>65,868,735</u>
Total Assets	<u>351,486,643</u>	<u>357,888,197</u>
Current liabilities	14,292,682	18,334,250
Long-term liabilities	<u>283,764,874</u>	<u>277,404,923</u>
Total Liabilities	<u>298,057,556</u>	<u>295,739,173</u>
Invested in capital assets, net of related debt	10,370,564	32,537,056
Restricted for-		
Debt service	26,569,680	24,734,061
Unrestricted	<u>16,488,843</u>	<u>4,877,907</u>
Total Net Position	<u>\$ 53,429,087</u>	<u>\$ 62,149,024</u>

Financial Analysis

Current liabilities decreased by 22.0%, due largely to the payments relating to the restructuring of the Tacoma water agreement that eliminated monthly water operating expenditures starting in 2013. The new Tacoma agreement is characterized as a structured water capacity reservation capital asset funded by bond debt. Unrestricted net assets which consist of accumulated assets that do not meet the definition of invested in capital assets, net of related debt or restricted increased by 238.0% even though there was a decrease in overall net position because of positive operating income and capital contributions. Investment in capital assets, net of related debt decreased by 68.1% due primarily to the sale of most of the 2005 Tacoma contract.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Financial Analysis (Continued)

Condensed Financial Statements
Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended December 31, 2013 and 2012

	2013	2012
Water sales	\$ 29,642,807	\$ 27,551,398
Administrative dues	2,729,012	2,733,191
Conservation program	851,008	1,386,145
Total Operating Revenue	33,222,827	31,670,734
Cost of water sold	19,101,196	22,493,836
Other operating costs	11,356,270	7,568,612
Total Operating Expenses	30,457,466	30,062,448
Operating Income	2,765,361	1,608,286
Nonoperating expenses	(19,943,342)	(10,224,070)
Capital contributions	8,458,044	12,769,782
Changes in Net Position	(8,719,937)	4,153,998
Net position, beginning of year	62,149,024	59,197,817
Cumulative effect of change in accounting principle (Note 12)		(1,202,791)
Net assets, beginning of year, adjusted	62,149,024	57,995,026
Net Position, End of Year	\$ 53,429,087	\$ 62,149,024

Results of Operations

Operating revenues are received principally from water sales, administrative dues, and conservation charges. Cascade commenced water sales in 2004 upon acquisition of the Seattle Water Contract from Seattle Public Utilities. Cascade collects capital contributions from its members. These contributions consist of Regional Capital Facilities Charges (RCFC's) and donated systems. RCFC's are due from members for new residential equivalent customers connecting to the members' systems. Donated systems consisted of a donation of a portion of the Bellevue Issaquah pipeline in 2004 valued at \$9,208,077.

Total revenues for 2013 were \$33,222,827 compared to \$31,670,734 for 2012, an increase of 4.9%, attributable mostly to increased demand share charges to members. The cost of water sold decreased by 15.1% due to restructuring of the Tacoma water agreement. Other operating expenses increased by 50.0% due in large part to the amortization of the new Tacoma Contract. Nonoperating expenses increased 95.1% due to a loss on the disposal of the majority of the 2005 Tacoma Water Contract, and capital contributions decreased by 33.8% in 2013 even though RCFC revenue increased in 2013 because in 2012 Covington Water District withdrew from Cascade. Overall, Cascade's net position decreased by 14.0%.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Capital Assets and Long-Term Debt

The capital assets of Cascade decreased \$4.1 million in 2013 due to the sale of the 2005 Tacoma Water Contract. Capital asset expenditures have been funded from capital contributions and the 2006, 2009, and 2012 revenue bonds.

In 2012, Cascade issued revenue bonds in the amount of \$42,695,000. The proceeds of this obligation have been and are being used in 2012 and 2013 to acquire independent supply production capacity (by purchasing RCFC credits from Cascade members), to restructure the Tacoma Water Contract, to extend the Seattle Water Contract, and to fund Lake Tapps capital improvements.

Seattle Water Contract - The Seattle water contract entitles Cascade to a specified amount of water each year for a fifty-year period ending December 31, 2053. The amount of the block can be amended based on new members joining Cascade or existing members withdrawing from Cascade prior to December 31, 2011, or a reduction in water yield available to Seattle due to an order of an appropriate federal or state regulatory agency. At the end of the contract term, Cascade may continue to purchase up to 5.3 million gallons per day for members that cannot be economically served by any other means. In December 2008, this agreement was amended to entitle Cascade to a supplemental block of additional water through December 31, 2023.

In 2013, the negotiations were finalized that extend the contract with Seattle by 10 years, to 2063. The new contract extends current capacity of 30.3 mgd through 2039 and then ramps down through the remaining years. Under the contract extension, Cascade makes three scheduled capacity reservation payments to Seattle; the first payment was \$5 million in 2013 using bond proceeds, with subsequent payments in 2018 and 2024. Ratification of the contract occurred in July 2013.

Amortization of the Seattle water contract cost is based on the ratio of water to be supplied in that calendar year to total water to be supplied during the contract. Amortization expense for this contract was \$260,719 and \$5,978 for the years ended December 31, 2013 and 2012, respectively.

Tacoma Water Contract - In December 2012, a new contract was signed with Tacoma. The new contract restructures the prior Tacoma supply contract, and it clarifies Cascade's rights and responsibilities for the previously purchased capacity to enable and transfer to specific third parties through a joint offering. Under the new contract, minimum water purchase volumes have been replaced by a structured capacity reservation schedule and a new capacity commitment of 8.0 mgd provided to Cascade through 2042. The 2012 bond proceeds are funding initial payments to Tacoma of \$20 million, which started with a payment of \$10 million in January 2013.

Prior costs incurred to obtain the 2005 Tacoma contract consist of system development charges of \$16,484,000 and capacity reservation fees of \$9,420,442. The system development charges relate to the base amount of water, and capacity reservation fees relate to the additional water to be supplied. As part of the new agreement with Tacoma, Cascade and Tacoma jointly offered the 2005 contract water supply to four cities (City of Bonney Lake, City of Auburn, City of Buckley, and City of Sumner) in 2013. In 2013, the City of Auburn agreed to purchase 2.5 mgd of the system development charges for \$7,893,300 and have an option to purchase all the capacity reservation fee portion of the 2005 Tacoma contract for \$1,427,864 with the option extending through June 2017.

In 2011, the City of Bonney Lake agreed to purchase \$2,747,334 as a base amount of 2005 Tacoma Water from Cascade for the system development charge that Cascade had paid to Tacoma. In 2013, the City of Bonney Lake agreed to purchase an additional portion of the 2005 Tacoma Water Contract for \$391,222.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Capital Assets and Long-Term Debt (Continued)

Interest Capitalization - Interest costs incurred for the acquisition and/or construction of assets are subject to capitalization based on the guidelines established by Governmental Accounting Standards Board (GASB) Statements No. 34 and 62. Interest paid was \$7,172,926 and \$6,332,942 for the years ended December 31, 2013 and 2012, respectively. Total interest incurred on bonds for the years ended December 31, 2013 and 2012, was \$8,042,702 and \$6,317,946, respectively. No interest was capitalized in 2013 and 2012.

System Infrastructure - In February 2012, a pipe leak at a delivery point of Seattle Public Utilities (SPU) water to a Cascade member utility (City of Tukwila) has prompted a review by attorneys and engineers of SPU and Cascade to determine which agency is financially responsible for pipe leaks and other unforeseeable incidents at water points of delivery, and to determine exactly at which physical system points each agency bears responsibility. The outcome of this review may lead to an increased annual operational financial obligation for Cascade.

Projects in Process

Pipeline Routing: Tacoma Cascade Pipeline - The Tacoma Cascade Pipeline (TCP) is an eighteen-mile pipeline extending from the Tacoma Second Supply Pipeline to the Bellevue Issaquah pipeline. The TCP will deliver Tacoma water supply to Cascade members. Cascade has acquired property and easements for the entire eighteen-mile route, with the exception of portions along King County (County) roads for which a franchise with the County will be sought.

The TCP project consists of three segments: 1) the 1.1-mile segment at the north end of the route along SR-900; 2) the northern segment between Segment 1 and Lake Youngs; and 3) the central segment between Lake Youngs to the Tacoma Second Supply Pipeline.

Construction of Segment 1 has been completed and the asset began depreciation in 2012. The pipeline's useful life is dependent on soil conditions, environment, and other factors. Cascade will use a 50-year useful life for depreciation, which is consistent with other utilities' practices (like Seattle Public Utilities). Although construction is complete, the project will not be finalized until the Washington State Department of Transportation signs a final acceptance letter.

Prior to 2012, all three segments were considered as a single combined TCP project for the work and expenditures that occurred along the entire project. Starting in 2012, however, Segments 1, 2, and 3 will be accounted for separately, since separate decisions have been made for the future of each segment.

Previously capitalized expenditures related to Segment 2 were expensed in 2012 since it had become less probable that this segment would ultimately be put into service due to its complicated property and routing configuration.

Minor work and expenditures will continue on Segment 3, however, as it is far more likely than Segment 2 to ultimately be put into service. Segment 3 will not be operational until 2024 at the earliest. Starting in 2012, Segment 3 has been placed into "on hold" status until the project is more fully resumed. All or portions of the TCP is being evaluated for eventual integration into a region-wide water delivery resiliency system, and will be held as an asset by Cascade until the evaluation is completed by 2016 or so.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Projects in Process (Continued)

Lake Tapps Milfoil Control - Cascade conducted the fourth year of milfoil control efforts in Lake Tapps in 2013. Hand-pulling of milfoil by divers was performed during the summer and fall and succeeded in eradicating much of the milfoil. Annual inspections and maintenance will continue as necessary to control the invasive weed. The 2013 program consisted of a combination of chemical, diver hand-pulling, and bottom barrier treatments.

White River System Operator - Veolia Water started working on January 1, 2012, under contract by Cascade, to operate and maintain the White River - Lake Tapps Reservoir Project. For 2013, the fixed fee budget was \$1.5 million and a variable budget of \$350,000. A Project Operations and Maintenance Manual was completed in 2012.

White River System Safety Inspections - The Washington State Department of Labor and Industries conducted safety inspections of the White River - Lake Tapps Reservoir Project in October and November 2012. The inspection included the powerhouse, valve house, pipeline intake structure headworks facilities, tunnel intake building, forebay building, and 4-1 4-2 structures. Reports were received from the safety consultant and the industrial hygiene consultant identifying serious and general hazards for each facility. The inspections produced a list of serious and general hazards to correct. The deadline for correcting the hazards was extended in 2013 and the process of designing the electrical engineering corrections has begun with construction of the improvements expected during the summer of 2014.

Lead Paint Abatement - Cascade is preparing to conduct lead paint abatement in 2014 at the Lake Tapps powerhouse. The current estimated total cost to remove the existing paint from walls, ceiling, duct work, and other areas, and to repaint these areas is approximately \$500,000. A new roofing system was installed to fix internal leaks inside the building in 2013. The leaks were fixed before lead paint remediation could occur.

Bellevue Issaquah Pipeline (BIP) - A Memorandum of Understanding was signed in 2013 between Cascade and the City of Bellevue to operate and maintain the BIP. A project is underway to install meters along the BIP.

2012 Transmission and Supply Plan Update - The Cascade Water Alliance Board of Directors adopted the 2012 Transmission and Supply Plan (the 2012 TSP) in July 2012. This 2012 TSP fulfills Cascade's responsibility to submit a water system plan to the Washington State Department of Health. In addition, it supplements information on regional supply provided by each of its members in their respective individual water system plans. Cascade updates its TSP every six years. The TSP update includes analysis of regional growth and water demand. These have demonstrated that Cascade members will need less water than was anticipated in the 2004 TSP. The outcome of the TSP update determines Cascade's capital investment program for the next several years, including the extent of contracting with Seattle and Tacoma for water and the development schedule for Lake Tapps and water transmission systems. In 2010, Cascade determined that expenditure for TSP updates do not meet the criteria for being a capitalizable intangible asset, so expenditures for TSP update expenditures have been expensed accordingly.

Eastside Reservoir - Like the TCP, the Eastside Reservoir project is being evaluated for eventual integration into a region-wide water delivery resiliency system, and will be held as an asset by Cascade until the evaluation is completed by 2016 or so.

Electronic Document Management System - Cascade began implementing an electronic document management system (EDMS) at its main office in Bellevue and at the White River Lake Tapps facilities in 2013. Implementation is expected to be completed in 2014. The EDMS will improve document storage, access, security, and retrieval.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Projects in Process (Continued)

Other White River Lake Tapps Projects - Several repair and upgrade projects, as described more fully in Cascade's Capital Improvement Program, were advanced in 2013 and will continue in 2014, including:

- Network and IT architecture upgrades
- SCADA upgrades
- Flume and headgates replacement
- Barrier dam repairs
- Valve house controls upgrade
- Lower conveyance system condition assessment
- Electrical and other code compliance upgrades at the powerhouse, following an inspection by the State Department of Labor & Industries.
- Piezometer upgrades
- Headworks house burndown
- Flowline outage and sediment removal
- Security upgrades

Invested Funds

In accordance with state investment laws, Cascade's governing body has entered into a formal interlocal agreement with Cascade's ex officio treasurer, King County, to have all its funds not required for immediate expenditure to be invested in the King County Investment Pool (Pool).

As of December 31, 2013, Cascade had the following investments:

Table with 3 columns: Investment Type, Fair Value, Effective Duration. Row: King County Investment Pool, \$ 73,970,122, 1.23 years

Impaired Investments - As of December 31, 2013, all impaired commercial paper investments have completed enforcement events. The King County impaired investment pool (Impaired Pool) held one commercial paper asset where the Impaired Pool accepted an exchange offer and is receiving the cash flows from the investment's underlying securities.

Interest Rate Risk - As of December 31, 2013, the Pool's average duration was 1.23 years. As a means of limiting its exposure to rising interest rates, securities purchased in the Pool must have a final maturity or weighted average life of no longer than five years.

CASCADE WATER ALLIANCE

Management's Discussion and Analysis

Projects in Process (Continued)

Credit Risk - As of December 31, 2013, Cascade's investment in the Pool was not rated by a nationally recognized statistical rating organization (NRSRO). In compliance with state statutes, Pool policies authorize investments in U.S. Treasury securities, U.S. agency securities and mortgage-backed securities, municipal securities (rated at least "A" by two NRSROs), commercial paper (rated at least the equivalent of "A-1" by two NRSROs), certificates of deposit issued by qualified public depositories, repurchase agreements, and the Local Government Investment Pool managed by the Washington State Treasurer's Office.

Budget Variances

Capital expenditures in 2013 related to the Lake Tapps improvements, an extension to the Seattle Contract, a new electronic document management system, and other major capital expenditures, were held within budget.

RCFC revenue was budgeted to be \$5.4 million in 2013, but actual RCFC revenue was \$8.5 million due to improved construction growth in Cascade's service area. RCFC revenue is expected to remain around the same level in 2014.

Interest revenue in 2013 was \$0.38 million lower than budgeted due to persisting low interest rates nationally.

New Water Surcharge revenue was completely phased out in 2013.

The Administrative and conservation dues were \$2.8 million and \$0.09 million less, respectively, than budgeted due to the withdrawal of Covington Water District at the end of 2012.

Other operating fund revenues were within one percent of budgeted values.

Total fund expenditures were held within budgeted amounts in 2013. In the Operating Fund, residential and commercial conservation program rebate expenditures were \$278,525 less than budgeted due to the discontinuation of the toilet rebate program and lower than anticipated interest in the commercial rebate program.

Requests for Information

This financial report has been prepared to provide readers with a general overview of the Cascade Water Alliance's finances. Questions concerning any of the information provided in this report, or requests for additional information, should be addressed to the Director of Finance and Administration's Office, 520 112th Ave. NE, Suite 400, Bellevue, WA 98004.

CASCADE WATER ALLIANCE

Statements of Net Position
December 31, 2013 and 2012

	2013	2012
Assets		
Cash and cash equivalents	\$ 16,716,887	\$ 10,808,126
Regional capital facility charges receivable	2,787,172	2,389,245
Restricted cash and cash equivalents, current portion	5,100,000	10,000,000
Interest rebate receivable	385,587	422,540
Water rights receivable, current portion	391,222	391,222
Prepaid expenses	112,485	105,958
Total Current Assets	25,493,353	24,117,091
Capital Assets Net of Accumulated Depreciation:		
Equipment and furniture	1,384,317	1,044,834
Seattle water contract	22,267,611	204,216
Tacoma water contract	121,168,551	129,161,129
SR900 pipeline	10,021,201	10,021,201
Bellevue Issaquah pipeline	22,049,184	22,049,184
	176,890,864	162,480,564
Less accumulated depreciation and amortization	(9,458,311)	(4,473,759)
	167,432,553	158,006,805
Capital Assets Not Being Depreciated:		
Lake Tapps - infrastructure	79,012,866	78,869,110
Projects in process and assets not yet in service-		
Tacoma water contract		13,736,666
Tacoma Cascade Pipeline	17,027,223	17,027,223
Eastside reservoir	262,567	262,567
Total Capital Assets	263,735,209	267,902,371
Restricted cash and cash equivalents, net of current portion	52,271,868	63,768,005
Water rights receivable, net of current portion	9,849,412	1,956,112
Bond issuance costs, net of accumulated amortization of \$58,629 (\$50,812 - 2012)	136,801	144,618
Total Assets	\$ 351,486,643	\$ 357,888,197

See accompanying notes.

CASCADE WATER ALLIANCE

Statements of Net Position (Continued)
December 31, 2013 and 2012

	2013	2012
Liabilities and Net Position		
Payables and accrued liabilities	\$ 1,176,344	\$ 1,448,377
Retroactive water credit		865,981
Payables related to Tacoma water contract	5,100,000	10,000,000
Long-term debt, current portion	40,471	48,907
	6,316,815	12,363,265
Payables from Restricted Assets:		
Accrued interest	2,985,867	2,095,985
Long-term debt, current portion	4,990,000	3,875,000
	7,975,867	5,970,985
Total Current Liabilities	14,292,682	18,334,250
Long-Term Debt, Net of Current Portion:		
Long-term debt payable from unrestricted assets	433,214	464,252
Long-term debt payable from restricted assets	154,665,000	159,655,000
	155,098,214	160,119,252
Other Long-Term Liabilities:		
Payable related to Seattle water contract	17,000,000	
Payable related to Tacoma water contract, net of current portion	104,640,687	109,740,687
Bond premium, net of amortization	7,025,973	7,544,984
Total Liabilities	\$ 298,057,556	\$ 295,739,173
Net Position:		
Invested in capital assets, net of related debt	\$ 10,370,564	\$ 32,537,056
Restricted for-		
Debt service	26,569,680	24,734,061
Unrestricted	16,488,843	4,877,907
Total Net Position	\$ 53,429,087	\$ 62,149,024

See accompanying notes.

CASCADE WATER ALLIANCE

Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended December 31, 2013 and 2012

	2013	2012
Operating Revenue:		
Water sales	\$ 29,642,807	\$ 27,551,398
Administrative dues	2,729,012	2,733,191
Conservation program	851,008	1,386,145
Total Operating Revenue	33,222,827	31,670,734
Operating Expenses:		
Cost of water sold	19,101,196	22,493,836
Salaries and benefits	2,043,837	1,927,235
Professional services	1,750,482	1,703,112
Conservation rebate program	128,776	376,444
Depreciation and amortization	4,473,358	912,564
Communication and public information	243,466	163,849
Office expenses	136,234	143,852
Rent	168,325	153,613
Maintenance	547,226	237,947
Operations	1,603,054	1,581,880
Insurance	91,878	87,722
Dues and subscriptions	30,256	46,296
Miscellaneous	139,378	234,098
Total Operating Expenses	30,457,466	30,062,448
Operating Income	2,765,361	1,608,286
Nonoperating Revenue (Expenses):		
Interest income	395,584	891,555
Bonds issuance cost		(634,986)
Interest expense	(6,895,217)	(5,046,279)
Loss on disposition of assets	(13,443,709)	(5,434,360)
Total Nonoperating Expenses	(19,943,342)	(10,224,070)
Capital Contributions (Expenses):		
Regional capital facilities charges	8,458,044	6,782,648
Member withdrawal fees		5,987,134
Total Capital Contributions	8,458,044	12,769,782
Total Change in Net Position	(8,719,937)	4,153,998
Net position, beginning of year	62,149,024	59,197,817
Cumulative effect of change in accounting principle (Note 12)		(1,202,791)
Net position, beginning of year, adjusted	62,149,024	57,995,026
Net Position, End of Year	\$ 53,429,087	\$ 62,149,024

See accompanying notes.

CASCADE WATER ALLIANCE

Statements of Cash Flows
For the Years Ended December 31, 2013 and 2012

	2013	2012
Cash Flows from Operating Activities:		
Cash received from members	\$ 33,222,827	\$ 31,670,734
Cash paid to suppliers	(24,191,494)	(37,735,922)
Cash paid to and for employees	(2,047,273)	(1,930,533)
Net Cash Provided by (Used in) Operating Activities	6,984,060	(7,995,721)
Cash Flows from Capital and Related Financing Activities:		
Regional capital facilities charges	8,060,117	5,447,161
Member withdrawal fees		5,987,134
Water rights receivable	391,222	200,000
Proceeds from long-term debt		47,824,049
Payments on long-term debt	(3,914,474)	(3,812,131)
Acquisition of capital assets	(29,805,306)	(5,505,938)
Loss on disposition of assets	13,443,709	5,434,360
Interest paid on bonds and other long-term debt	(6,042,288)	(5,066,947)
Net Cash (Used in) Provided by Capital and Related Financing Activities	(17,867,020)	50,507,688
Cash Flows from Investing Activities:		
Interest received	395,584	891,555
Net Cash Provided by Investing Activities	395,584	891,555
Net Change in Cash and Cash Equivalents	(10,487,376)	43,403,522
Cash and cash equivalents, beginning of year	84,576,131	41,172,609
Cash and Cash Equivalents, End of Year	\$ 74,088,755	\$ 84,576,131
Cash and Cash Equivalents Balance is Composed of the Following at December 31:		
Cash and cash equivalents	\$ 16,716,887	\$ 10,808,126
Restricted cash and cash equivalents	57,371,868	73,768,005
	\$ 74,088,755	\$ 84,576,131

See accompanying notes.

CASCADE WATER ALLIANCE

Statements of Cash Flows (Continued)
For the Years Ended December 31, 2013 and 2012

	2013	2012
Reconciliation of Operating Income to Net Cash From Operating Activities:		
Net operating income	\$ 2,765,361	\$ 1,608,286
Adjustments to reconcile change in operating income to net cash provided by (used in) operating activities-		
Depreciation and amortization	4,473,358	912,564
Changes in operating assets and liabilities-		
Prepaid expenses	(6,527)	(28,128)
Payables and accrued liabilities	617,849	256,041
Payables related to regional capital facilities charges credit repurchase		(10,186,250)
Retroactive water credit	(865,981)	(558,234)
Net Cash Provided by (Used in) Operating Activities	\$ 6,984,060	\$ (7,995,721)

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See accompanying notes.

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 1 - Organization and Summary of Significant Accounting Policies

Cascade Water Alliance (Cascade), established on April 1, 1999, converted from a Washington State nonprofit corporation to a Washington State joint municipal utility service corporation on July 12, 2012, in accordance with the Interlocal Cooperation Act (Chapter 39.34) and the Non-Profit Miscellaneous and Mutual Corporations Act (Chapter 24.06) as a public governmental body and an instrumentality of its members. Cascade exercises essential governmental functions by providing wholesale water to meet the current and future water supply needs of its members in a cost-effective and environmentally responsible manner.

Cascade members include the cities of Bellevue, Issaquah, Kirkland, Redmond and Tukwila, along with the Sammamish Plateau Water and Sewer District and the Skyway Water and Sewer District.

Basis of Accounting - Cascade uses the accrual basis of accounting and the total economic resources measurement focus. Expenses are recorded at the time liabilities are incurred, and revenues are recorded when earned.

Cash and Cash Equivalents - For purposes of the statements of cash flows, Cascade considers all highly liquid instruments purchased with an original maturity of three months or less and investments in the King County Treasurer's Investment Pool to be cash equivalents. Investments in the King County Treasurer's Investment Pool are stated at fair value.

Concentration of Credit Risk - Cascade maintains cash balances at financial institutions that at times exceed federally insured limits. Cascade has not experienced any losses and believes there is minimal risk associated with these excess balances.

As of December 31, 2013, the King County Investment Pool (the Pool) which holds Cascade investments was not rated by a nationally recognized statistical rating organization (NRSRO). In compliance with state statutes, Pool policies authorize investments in U.S. Treasury securities, U.S. agency securities and mortgage-backed securities, municipal securities (rated at least "A" by two NRSROs), commercial paper (rated at least the equivalent of "A-1" by two NRSROs), certificates of deposit issued by qualified public depositories, repurchase agreements, and the Local Government Investment Pool managed by the Washington State Treasurer's office.

Regional Capital Facility Charges (RCFC) Receivable - Accounts receivable are stated at the amount management expects to collect from outstanding balances. Balances still outstanding after management has used reasonable collection efforts are written off through a charge to change in net position and a credit to accounts receivable.

Capital Assets - Capital assets are recorded at cost of more than \$5,000. Water systems conveyed to Cascade by bill of sale are recorded at the contributing party's cost, contract price or appraised value. Major expenses for capital assets, including capital leases and major repairs that increase useful lives, are capitalized. Maintenance, repairs, and minor renewals are expensed when incurred. Estimated useful lives for capital assets are as follows:

Computer equipment	5 years
Furniture and equipment	3 - 7 years
Pipelines	50 years

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 1 - Continued

Cascade has elected to use the modified approach of accounting for the Lake Tapps asset. The modified approach allows Cascade to report as expenses in lieu of depreciation, infrastructure expenditures which maintain the asset but do not add to or improve the asset. Additions and improvements to the Lake Tapps asset are capitalized.

For the year ended December 31, 2012, Cascade recorded a disposition of assets of \$5,434,360 relating to the Tacoma Cascade pipeline, as it was determined a segment was less probable to ultimately be put into service due to its complicated property and routing configuration. The disposition is included in nonoperating activities in the statements of revenues, expenses and changes in net position.

Long-Term Debt - Long-term debt is reported net of discounts, premiums and issuance costs. Discounts, premiums and issuance costs incurred on issuance of long-term debt are amortized by the interest method over the period the related debt is outstanding. A portion of the long-term debt is funded by Build America Bonds and is eligible for an annual interest rebate of up to 35%. Effective March 1, 2013, the amount of the subsidy payment issued on or after March 1, 2013 for Build America Bonds will be reduced by 8.7% due to a set of across-the-board cuts to defense and domestic discretionary spending agreed to as a part of Congressional fiscal cliff negotiations in 2012 known as sequestration.

Net Position - Net position is classified in the following three components: 1) Invested in capital assets, net of related debt - This component of net position consists of capital assets, net of accumulated depreciation and amortization and reduced by the outstanding balances of any bonds, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net position component as the unspent proceeds. 2) Restricted - This component of net position consists of restrictions placed on net asset use by external creditors (such as through debt covenants), grantors or contributors. 3) Unrestricted net position - This component of net position consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt." Cascade applies unrestricted and restricted resources to purposes for which both unrestricted and restricted net position is available based on management's discretion.

Revenues and Expenses - Revenues and expenses are distinguished between operating and nonoperating items. Operating revenues result from providing products in connection with the water system and services to members. Operating expenses include the costs associated with providing the products and services, general and administrative expenses and depreciation and amortization on capital assets. Nonoperating includes interest income and expense, bond issuance costs, and losses on disposition of assets. All revenues and expenses not meeting these definitions are classified as nonoperating revenues and expenses.

Regional Capital Facilities Charges (RCFC) - RCFCs are paid to Cascade by each member for each new equivalent residential unit connected to its water distribution system, and are intended to allocate growth costs to those members that require capacity increases due to growth in customer demand. The RCFC for both 2013 and 2012 is \$6,005 per new Cascade Equivalent Residential Unit (CERU).

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 1 - Continued

Federal Tax Status - Cascade Water Alliance is an authority and instrumentality of its governmental members, organized as a joint municipal utility service corporation pursuant to Washington State's Interlocal Cooperation Act (Chapter 39.34 RCW). As a governmental entity formed by political subdivisions of the State of Washington, it is exempt from federal income taxation under Section 115 of the Internal Revenue Code. As an instrumentality of its members, Cascade may issue obligations, the interest of which is exempt from federal income taxation under Section 103 of the Code.

Use of Estimates - The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures or expenses, as appropriate, during the reporting period. Actual results could differ from those estimates.

Compensated Absences - At termination of employment, employees may receive cash payments for accumulated vacation leave, based on current wages at termination for which an accrual has been provided.

Note 2 - Capitalizable Contracts

Seattle Water Contract - The Seattle Water Contract entitles Cascade to a specified amount (block) of water each year for a fifty year period ending December 31, 2053. The amount of the block can be amended based on new members joining Cascade prior to December 31, 2011, or a reduction in water yield available to Seattle due to an order of an appropriate federal or state regulatory agency. At the end of the contract term, Cascade may continue to purchase up to 5.3 million gallons per day (mgd) for members that cannot be economically served by any other means. In December 2008, this agreement was amended to entitle Cascade to a supplemental block of additional water through December 31, 2023.

In July 2013, a new contract was signed between the City of Seattle and Cascade which extends the contract by 10 years, to 2063. The contract extends the current capacity of 30.3 mgd through 2039 and then ramps down through the remaining years. Under the contract extension, Cascade would make three scheduled capacity reservation payments to Seattle; the first payment of \$5 million was made in July 2013, with subsequent payments of \$12 million and \$5 million due in December 2018 and December 2024, respectively.

Amortization of the Seattle Water Contract cost is based on the ratio of water to be supplied in that calendar year to total water to be supplied during the contract. Amortization expense for this contract was \$260,719 and \$5,978 for the years ended December 31, 2013 and 2012, respectively.

The Tacoma Water Contract - In December 2012, a water contract was signed between City of Tacoma and Cascade which superseded the Tacoma Water Contract signed in 2005. The new contract restructures the prior Tacoma supply contract, and it clarifies Cascade's rights and responsibilities to enable and transfer to specific third parties through a joint offering for the previously purchased capacity. Under the contract, minimum water purchase volumes have been replaced by a structured capacity reservation schedule, and a capacity commitment of 8.0 mgd is provided to Cascade through 2042. Cascade is required to make an annual installment payment in a range of \$1 million to \$6.8 million through 2042. The 2012 Tacoma Water Contract cost is amortized over the life of the contract which is 30 years. Amortization expense for this contract was \$3,991,357 for the year ended December 31, 2013.

CASCADE WATER ALLIANCE

**Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012**

Note 2 - Continued

The system development charges relate to the base amount of water and the capacity reservation fees relate to the additional water to be supplied under the 2005 Tacoma Water Contract. The additional water supply will be amortized based on the ratio of the additional water to be supplied in that calendar year to total additional water to be supplied during the contract. Amortization expense for this additional water supply contract was \$357,738 for the year ended December 31, 2012.

During 2011, the City of Bonney Lake entered into an agreement with Cascade for water rights purchase of the 2005 Tacoma Water Contract for a total of \$2,747,334. In 2013, City of Bonney Lake purchased an additional portion of water rights for \$391,222 that extends the contract to 2019, with an annual payment of \$200,000 in 2011 and 2012, and \$391,222 thereafter. At both December 31, 2013 and 2012, the water rights receivable of \$2,347,334 is included in the statements of net position.

During 2013, the City of Auburn entered into an agreement with Cascade for water rights purchase of the 2005 Tacoma Water Contract for a total of \$7,893,300 plus an annual interest at 3.20% starting in 2017 that expires 2029, with annual interest payments of \$252,586 from 2017 to 2019 and with annual principal and interest payments of \$934,805 thereafter. City of Auburn has an option to purchase all of the capacity reservation fees of the 20015 Tacoma Water Contract for a total price of \$1,427,864 with the option expiring June 2017. At December 31, 2013, the water rights receivable of \$7,893,300 is included in the statements of net position.

Costs incurred to obtain the 2005 Tacoma Water Contract consist of system development charges of \$13,736,666 and capacity reservation fees of \$9,420,442 for the year ended December 31, 2012. For the year ended December 31, 2013, Cascade recorded a disposition of 2005 Tacoma Water Contract of \$5,452,144 as both the City of Bonney Lake and the City of Auburn agreed to purchase all the system development charges of the 2005 Tacoma Water Contract. During 2013, Cascade determined that there was sufficient evidence of impairment to write down the reported value of the capacity reservation fees. The record value was written down from a net book value of \$8,347,228 to \$354,650 resulting in an impairment loss of \$7,992,578. The disposition loss and impairment loss are included in nonoperating activities in the statements of revenues, expenses and changes in net position.

Interest Capitalization - Interest costs incurred for the acquisition and/or construction of assets are subject to capitalization based on the guidelines established by generally accepted accounting principles.

Total interest incurred on bonds for the years ended December 31, 2013 and 2012, was \$8,042,702 and \$6,317,946, respectively. No interest was capitalized in 2013 and 2012. The interest rebate related to the Build America Bonds was \$1,175,526 and \$1,278,965 for the years ended December 31, 2013 and 2012, respectively, and is included as an offset to interest expense in the statements of revenues, expenses and changes in net position.

Project in Process -

Tacoma Cascade Pipeline - A pipeline extending from the Tacoma Water supply pipelines is under development to connect to the Bellevue Issaquah pipeline and deliver the Tacoma water supply to Cascade members. During the year ended December 31, 2009, management opted to defer completion of this project. The Transmission and Supply Plan was adopted by Cascade in July 2012 (and approved by King County in February 2013 and by the State Department of Health in March 2013) and projects 2024 as the estimated in-service date for this pipeline.

CASCADE WATER ALLIANCE

**Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012**

Note 3 - Cash and Cash Equivalents

In accordance with state investment laws, Cascade's governing body has entered into a formal interlocal agreement with Cascade's *ex officio* treasurer, King County, to have all its funds not required for immediate expenditure to be invested in the King County Investment Pool (Pool). Investments in the Pool are stated at the fair value of the Pool's underlying assets. The stated value per share is \$1. The King County Executive Finance Committee provides oversight of the Pool.

As of December 31, Cascade had the following on deposit in the pool:

	<u>2013</u>	<u>2012</u>
Unrestricted cash and equivalents	\$ 16,802,605	\$ 17,142,705
Restricted cash and equivalents	<u>57,481,119</u>	<u>73,552,816</u>
	74,283,724	90,695,521
Add fair value adjustment	(141,093)	269,856
Less checks in excess of cash	<u>(53,876)</u>	<u>(6,389,246)</u>
Total Cash and Cash Equivalents	<u>\$ 74,088,755</u>	<u>\$ 84,576,131</u>

Note 4 - Restricted Cash and Cash Equivalents

In accordance with the bond agreements, separate restricted accounts are required to be established. The assets held in these accounts are restricted for specific uses, including construction, debt service and other special reserve requirements. Current year disbursements from the restricted asset accounts are included in total expenditures in the financial statements.

Restricted cash and cash equivalents are presented in the statements of net position as of December 31 as follows:

	<u>2013</u>	<u>2012</u>
Restricted cash and cash equivalents, current portion	\$ 5,100,000	\$ 10,000,000
Restricted cash and cash equivalents, long-term	<u>52,271,868</u>	<u>63,768,005</u>
	<u>\$ 57,371,868</u>	<u>\$ 73,768,005</u>

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 4 - Continued

Changes in restricted assets for the year ended December 31, 2013, are as follows:

	<i>Balance</i> <i>12/31/2012</i>	<i>Additions</i>	<i>Disbursements</i>	<i>Interest/ Unrealized Gain</i>	<i>Balance</i> <i>12/31/2013</i>
Revenue bond funds	\$ 24,813,227	\$ 12,831,079	\$ (11,128,974)	\$ 54,348	\$ 26,569,680
Construction funds	48,954,778	3,522,688	(21,773,706)	98,428	30,802,188
	<u>\$ 73,768,005</u>	<u>\$ 16,353,767</u>	<u>\$ (32,902,680)</u>	<u>\$ 152,776</u>	<u>\$ 57,371,868</u>

For the year ended December 31, 2013, changes in restricted assets included interest earnings of \$104,942 and unrealized losses of \$50,594 for the revenue bonds funds and interest earnings of \$157,085 and unrealized losses of \$58,657 for the construction funds.

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CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 5 - Capital Assets

The following summarizes the changes in capital assets of Cascade:

	<i>Balance</i> <i>12/31/2012</i>	<i>Additions</i>	<i>Transfers</i>	<i>Deletions</i>	<i>Balance</i> <i>12/31/2013</i>
Capital Assets					
Being Depreciated:					
Equipment and furniture	\$ 1,044,834	\$ 339,483	\$ -	\$ -	\$ 1,384,317
Seattle water contract	204,216	22,063,395			22,267,611
Tacoma water 2005 contract	9,420,442			(7,992,578)	1,427,864
Tacoma water 2012 contract	119,740,687				119,740,687
SR900 pipeline	10,021,201				10,021,201
Bellevue Issaquah pipeline	22,049,184				22,049,184
Less accumulated depreciation and amortization	(4,473,759)	(4,984,552)			(9,458,311)
Total Capital Assets Being Depreciated	<u>158,006,805</u>	<u>17,418,326</u>		<u>(7,992,578)</u>	<u>167,432,553</u>
Capital Assets Not Being Depreciated:					
Lake Tapps - infrastructure	78,869,110	143,756			79,012,866
Tacoma water contract	13,736,666			(13,736,666)	
Tacoma Cascade pipeline	17,027,223				17,027,223
Eastside reservoir	262,567				262,567
Total Capital Assets Not Being Depreciated	<u>109,895,566</u>	<u>143,756</u>		<u>(13,736,666)</u>	<u>96,302,656</u>
Total Capital Assets	<u>\$ 267,902,371</u>	<u>\$ 17,562,082</u>	<u>\$ -</u>	<u>\$ (21,729,244)</u>	<u>\$ 263,735,209</u>

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 5 - Continued

	<i>Restated Balance 12/31/2011</i>	<i>Additions</i>	<i>Transfers</i>	<i>Deletions</i>	<i>Balance 12/31/2012</i>
Capital Assets					
Being Depreciated:					
Equipment and furniture	\$ 1,006,701	\$ 38,133	\$ -	\$ -	\$ 1,044,834
Seattle water contract	204,216				204,216
Tacoma water 2005 contract	9,420,442				9,420,442
Tacoma water 2012 contract		119,740,687			119,740,687
SR900 pipeline			10,021,201		10,021,201
Bellevue Issaquah pipeline	22,038,921	10,263			22,049,184
Less accumulated depreciation and amortization	(3,381,361)	(1,092,398)			(4,473,759)
Total Capital Assets					
Being Depreciated	29,288,919	118,696,685	10,021,201		158,006,805
Capital Assets					
Not Being Depreciated:					
Lake Tapps - infrastructure	78,806,742	62,368			78,869,110
Tacoma water contract	13,736,666				13,736,666
Tacoma Cascade pipeline	32,495,629	3,143	(10,021,201)	(5,450,348)	17,027,223
Eastside reservoir	262,567				262,567
Total Capital Assets					
Not Being Depreciated	125,301,604	65,511	(10,021,201)	(5,450,348)	109,895,566
Total Capital Assets	\$ 154,590,523	\$ 118,762,196	\$ -	\$ (5,450,348)	\$ 267,902,371

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CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 6 - Long-Term Debt - Unrestricted

Long-term debt payable from unrestricted assets consisted of the following at December 31:

	<u>2013</u>	<u>2012</u>
<u>Public Works Trust Fund Loans (PWTF):</u>		
\$1,000,000 loan authorized, payable in equal annual principal payments based on the amount of the loan drawn to the payment due date with the first payment due July 2006 and the last payment due July 2025, plus interest at .50%, secured by the net revenue.	\$ 473,685	\$ 513,159
Total long-term debt	473,685	513,159
Less current portion	(40,471)	(48,907)
Long-Term Portion	\$ 433,214	\$ 464,252

The estimated annual debt service requirements on long-term debt, payable from unrestricted assets are as follows:

<i>For the Year Ending December 31,</i>	<u>Principal</u>	<u>Interest</u>
2014	\$ 40,471	\$ 2,359
2015	40,673	2,156
2016	40,876	1,953
2017	41,081	1,748
2018	41,286	1,543
2019 - 2023	209,547	4,598
2024 - 2025	59,751	365
	\$ 473,685	\$ 14,722

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 6 - Continued

Long-term debt, payable from unrestricted assets, activity was as follows:

	Balance 12/31/2012	Proceeds	Repayments	Balance 12/31/2013
2013-				
Loan #PW-05-691-PRE-142	\$ 513,159	\$ -	\$ (39,474)	\$ 473,685
	<u>\$ 513,159</u>	<u>\$ -</u>	<u>\$ (39,474)</u>	<u>\$ 473,685</u>
	Balance 12/31/2011	Proceeds	Repayments	Balance 12/31/2012
2012-				
Loan #PW-05-691-PRE-142	\$ 552,632	\$ -	\$ (39,473)	\$ 513,159
	<u>\$ 552,632</u>	<u>\$ -</u>	<u>\$ (39,473)</u>	<u>\$ 513,159</u>

Note 7 - Long-Term Debt - Restricted

Long-term debt outstanding payable from restricted assets consisted of the following at December 31:

	2013	2012
<u>Revenue Bonds:</u>		
\$42,695,000 issued on December 27, 2012 for restructuring the Tacoma water contract in 2012, extending the Seattle water contract, acquiring independent supply production capacity, funding Lake Tapps capital improvements and cost of issuing the bond. The bond is payable from and secured by a pledge of net revenues and investments held in the bond fund and construction fund; principal due serially through the year 2038, interest payable semi-annually at 3.31 annual percentage rate.	\$ 42,695,000	\$ 42,695,000
\$80,095,000 issued October 15, 2009 for supporting capital program, providing for a debt service reserve and cost of issuing the bonds. The bonds are payable from and secured by a pledge of net revenues and investments held in the bond fund and construction fund.		
- \$4,940,000 term bonds due September 1, 2016, interest payable semi-annually 3.61 annual percentage rate.	4,940,000	4,940,000
- \$75,155,000 due serially through September 1, 2034, with interest payable semi-annually 3.61 annual percentage rate.	66,300,000	68,620,000

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 7 - Continued

	2013	2012
\$55,230,000 issued May 10, 2006 for supporting capital program, payment for Sammamish Plateau Water and Sewer District Loan and cost of issuing the bonds. The bonds are payable from and secured by a pledge of net revenues and investments held in the bond fund and construction fund.		
- \$29,490,000 due serially through the year 2023, interest payable semi-annually 4.50 to 5.00 annual percentage rate.	19,980,000	21,535,000
- \$8,880,000 term bonds due September 1, 2026, with interest payable semi-annually at 4.75 annual percentage rate.	8,880,000	8,880,000
- \$16,860,000 term bonds due September 1, 2031, with interest payable semi-annually at 5.00 annual percentage rate.	<u>16,860,000</u>	<u>16,860,000</u>
Total long-term debt	159,655,000	163,530,000
Less current portion	<u>(4,990,000)</u>	<u>(3,875,000)</u>
Long-Term Portion	<u>\$ 154,665,000</u>	<u>\$ 159,655,000</u>

The 2012 bonds were issued at a premium of \$5,764,037 which is being amortized over the life of the bonds. Amortization expense for the years ended December 31, 2013 and 2012, was \$333,310 and \$4,756, respectively.

The 2009 bonds were issued at a premium of \$761,955 which is being amortized over the life of the bonds. Amortization expense for the years ended December 31, 2013 and 2012, was \$111,417 and \$108,612, respectively.

The 2006 bonds were issued at a premium of \$1,857,106 which is being amortized over the life of the bonds. Amortization expense was \$74,284 for both years ended December 31, 2013 and 2012.

CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 7 - Continued

The estimated annual debt service requirements on long-term debt payable from restricted assets are as follows:

<i>For the Year Ending December 31,</i>	<u>Principal</u>	<u>Interest</u>
2014	\$ 4,990,000	\$ 7,940,605
2015	5,125,000	7,751,412
2016	5,375,000	7,499,187
2017	5,640,000	7,229,187
2018	5,860,000	6,966,547
2019 - 2023	33,115,000	30,302,542
2024 - 2028	40,565,000	21,375,940
2029 - 2033	41,860,000	10,339,439
2034 - 2038	17,125,000	1,874,817
	<u>\$ 159,655,000</u>	<u>\$ 101,279,676</u>

Long-term debt, payable from restricted assets, activity was as follows:

	<u>Balance 12/31/2012</u>	<u>Proceeds</u>	<u>Repayments</u>	<u>Balance 12/31/2013</u>
Revenue Bonds	\$ 163,530,000	\$ -	\$ (3,875,000)	\$ 159,655,000

	<u>Balance 12/31/2011</u>	<u>Proceeds</u>	<u>Repayments</u>	<u>Balance 12/31/2012</u>
Revenue Bonds	\$ 124,605,000	\$ 42,695,000	\$ (3,770,000)	\$ 163,530,000

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CASCADE WATER ALLIANCE

Notes to Financial Statements
For the Years Ended December 31, 2013 and 2012

Note 8 - Commitments

Lease Commitments - Cascade leases office space under a noncancelable lease agreement expiring in July 2017. The lease calls for payments of \$6,999 per month through August 2012, increasing to \$13,999, for the first year, with additional annual stepped increases after the first year.

Cascade has entered into a five year operating lease agreement for its copier that expires August 2013 with a monthly payment of \$400.

Future minimum rentals as of December 31 under noncancelable operating leases are as follows:

<i>For the Year Ending December 31,</i>	
2014	\$ 176,870
2015	181,716
2016	186,561
2017	111,318
	<u>\$ 656,465</u>

Rent expense for operating leases totaled \$168,325 and \$153,613 for the years ended December 31, 2013 and 2012, respectively.

Contracts - Cascade has entered into contracts with various vendors in relation to ongoing consulting services, construction services and financial services that extend beyond December 31, 2013.

Contracted services agreed to and expected to be expended in 2014 include the following:

Construction and design services	\$ 2,450,217
Consulting contracted services	157,267
	<u>\$ 2,607,484</u>

Note 9 - Retirement Benefits

Cascade provides a Section 401(a) defined contribution retirement plan to all full-time and certain part-time employees. Employees contribute 4% of their annual salary. Cascade contributes 7% of an employee's salary. In addition, as a replacement of the contribution to Social Security beginning in January 2011, employees contribute an additional 6.2% of their annual salary. Cascade contributes an additional 6.2% up to the IRS limit (\$7,047 in 2013). Employee and employer contributions were \$151,198 and \$178,934, respectively, for the year ended December 31, 2013 and \$151,267 and \$223,997, respectively, for the year ended December 31, 2012.

Cascade also provides a Section 457 retirement plan available to certain employees who make salary deferral contributions up to the maximum allowed by law. The contributions matching by Cascade was phased out at December 31, 2012. Employee salary deferrals were \$145,482 and \$142,354 for the years ended December 31, 2013 and 2012, respectively.

CASCADE WATER ALLIANCE

Notes to Financial Statements

For the Years Ended December 31, 2013 and 2012

Note 10 - Concentrations

All water purchases by Cascade were from the City of Seattle. Water sales, conservation revenues, administration dues, regional capital facilities charges and contributions for member cities for the years ended December 31, 2013 and 2012 are as follows:

Members	Water Sales	Water Usage Adjustment	Conservation Revenues	Administration Dues	Regional Capital Facilities Charges	Total
Bellevue	\$ 15,953,363	\$ -	\$ 351,429	\$ 1,126,964	\$ 2,597,163	\$ 20,028,919
Issaquah	770,880		61,831	198,279	1,240,033	2,271,023
Kirkland	4,179,609		94,720	303,748	726,605	5,304,682
Redmond	5,384,710		164,886	528,758	2,035,695	8,114,049
Sammamish	845,988		114,957	368,644	1,522,268	2,851,857
Skyway	359,083		20,053	64,305	60,050	503,491
Tukwila	2,149,174		43,132	138,314	276,230	2,606,850
Total	\$ 29,642,807	\$ -	\$ 851,008	\$ 2,729,012	\$ 8,458,044	\$ 41,680,871

2012 Member Charges-

Members	Water Sales	Water Usage Adjustment	Conservation Revenues	Administration Dues	Regional Capital Facilities Charges	Total
Bellevue	\$ 15,359,764	\$ (444,836)	\$ 516,491	\$ 1,018,414	\$ 1,038,865	\$ 17,488,698
Covington			137,136	270,403		407,539
Issaquah	730,481	(64,334)	88,445	174,395	1,432,193	2,361,180
Kirkland	4,034,694	(184,994)	140,879	277,784	549,458	4,817,821
Redmond	5,057,142	11,311	240,743	474,696	2,071,724	7,855,616
Sammamish	776,136	(42,669)	168,809	332,855	1,474,228	2,709,359
Skyway	311,256		29,458	58,086	156,130	554,930
Tukwila	2,007,447		64,184	126,558	60,050	2,258,239
Total	\$ 28,276,920	\$ (725,522)	\$ 1,386,145	\$ 2,733,191	\$ 6,782,648	\$ 38,453,382

Note 11 - Stewardship, Compliance, and Accountability

There have been no material violations of finance-related legal or contractual provisions, and there have been no expenditures exceeding legal appropriations.

CASCADE WATER ALLIANCE

Notes to Financial Statements

For the Years Ended December 31, 2013 and 2012

Note 12 - Change in Accounting Principle

During the year ended December 31, 2013, Governmental Accounting Standards Board (GASB) Statement No.65, *Items Previously Reported as Assets and Liabilities*, became effective requiring that debt issuance costs be expensed, whereas, previously those debt issuance costs were capitalized as an asset. This change is reported as a cumulative effect of a change in accounting principle in the amount of \$1,202,791 on beginning net position for fiscal year 2013 and is reflected as a restatement of beginning unrestricted net position and a decrease in bond issuance costs on the balance sheets.

CASCADE WATER ALLIANCE

**Required Supplementary Information
For the Years Ended December 31, 2013 and 2012**

REQUIRED SUPPLEMENTARY INFORMATION

Modified Approach for White River/Lake Tapps Reservoir Project Infrastructure Capital Assets

In accordance with GASB Statement No. 34, Cascade is required to account for and report infrastructure capital assets. Cascade defines infrastructure as the basic physical assets used by Cascade in the conduct of its business. Each major infrastructure system can be divided into subsystems. For example, the White River/Lake Tapps Reservoir Project (the Lake Tapps Project) can be divided into several distinct facilities: White River divergence; conveyance and sediment control systems; Lake Tapps Reservoir and embankments; outlet structure to forebay; penstocks; hydroelectric station; and tailrace and return to White River. For ease of defining the Lake Tapps Project, these facilities have been consolidated into three main subsystems: Upper Conveyance System (the White River divergence and conveyance and sediment control facilities); Reservoir and Embankments (or the Storage System consisting of the Lake Tapps Reservoir and dike facilities); and Lower Conveyance System (all facilities from the Lake Tapps outlet structure to the tailrace return to the White River). Subsystem detail is not presented in the basic financial statements; however, Cascade maintains detailed information on these subsystems.

Cascade has elected to use the "Modified Approach" as defined by GASB Statement No. 34 for infrastructure reporting for its Lake Tapps Project. Under GASB Statement No. 34, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

- Cascade manages the eligible infrastructure capital assets using an asset management system with characteristics including: (1) an up-to-date inventory; (2) performance of condition assessments and summarization of the results using a measurement scale; and (3) an estimate of the annual amount required to maintain and preserve at the established condition assessment level.
- Cascade documents that the eligible infrastructure capital assets are being preserved approximately at or above the established and disclosed condition assessment level.

Capital Assets Assessment Prior to Cascade Ownership - In September 2006, prior to entering into the Asset Purchase Agreement with Puget Sound Energy, Inc. (PSE), Cascade received an Engineering Report (prepared by CH2MHill for Buck and Gordon, LLP and Cascade) which, among other things, included a Facility Condition Assessment and Capital Improvement Plan for the Lake Tapps Project. The condition assessment was based on a review of available documents (such as design documents, condition inspections conducted by or for PSE and operation and maintenance evaluations), cursory field inspections and observation and interviewing site (PSE) personnel. The report described the condition of major facilities constituting the Upper and Lower Conveyance Systems and recommended improvements. The following categories of improvements were used:

- Initial Capital Upgrade (ICU): Projects need to be completed immediately to allow proper operation, to reduce the rate of deterioration or to protect health and safety (by 2010).
- Short Term Improvement (STI): Projects recommended, but not necessary to maintain the current conditions of facilities (between 2011 and 2018).
- Long Term Improvement (LTI): Projects that should be replaced at the end of their projected useful life (between 2019 and 2050).
- Maintenance (M): Projects typically included in annual maintenance programs.

See independent auditor's report.

CASCADE WATER ALLIANCE

Required Supplementary Information
For the Years Ended December 31, 2013 and 2012

Modified Approach for White River/Lake Tapps Reservoir Project Infrastructure Capital Assets
(Continued)

The following is a listing of the major Lake Tapps Project facilities in the Upper Conveyance and Lower Conveyance Systems, with the category of facility improvement recommended by CH2MHill in 2006:

Upper Conveyance System:	
Headworks Area Buildings	M; ICU; STI
Headgates	ICU; LTI
Rock Chutes	STI
Concrete Lined Canal	M
Timber Flume	LTI
6-Foot Outlet (Wolslegal Basin)	None
Fish Screen	STI
Twin Pipelines	M; STI; LTI
Lower Conveyance System:	
Tunnel Inlet/Lake Outlet	ICU
12-Foot Concrete Tunnel	LTI
"Bear Pit" Overflow Shaft	LTI
Forebay Caisson and Building	M; LTI
Penstocks/Standpipes/Surge Chambers	ICU; STI; LTI
Powerhouse	ICU

In 2008, the Washington Department of Ecology's Dam Safety Office (DSO) published the First Periodic Dam Safety Inspection Report for the Lake Tapps Project (Dikes 1 through 15). DSO inspected the Lake Tapps dikes in August 2007 and the report included an evaluation and analysis of the condition of the dikes and Printz Basin Backflow Prevention Structure.

The DSO report concluded that the dikes and the Backflow Prevention Structure "...appeared to be in good condition and the project meets current engineering standards for dam design and construction with regard to floods and earthquakes". A few deficiencies were found and are summarized below:

- Refinements are necessary to the monitoring routines for Dikes 9,10 and 12;
- Dike 3 requires improvement to address potential for internal soil erosion, in conjunction with a proposed roadway improvement by Pierce County;
- Discharge capacity of the project may need to be increased to accommodate both the Local and General Storm Probable Maximum Flood;
- Relocating or adding weirs and adding seepage monitoring to Dike 8; and
- Completion of maintenance items, such as vegetation removal.

In 2012, DSO conducted the Second Periodic Dam Safety Inspection. No formal report has yet been completed. Cascade has informal results from DSO and has been addressing the issues raised by DSO.

See independent auditor's report.

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CASCADE WATER ALLIANCE

Required Supplementary Information
For the Years Ended December 31, 2013 and 2012

Modified Approach for White River/Lake Tapps Reservoir Project Infrastructure Capital Assets
(Continued)

Capital Assets Assessment Since Cascade Ownership - The Lake Tapps Project had been operated by PSE, under contract to Cascade, since Cascade acquired the Project from PSE in 2009. Cascade selected Veolia Water North America (Veolia) as its long-term contract operator for the project in January 2011. Veolia entered into the Transition Phase of the contract in January 2012 (observing PSE operation and training staff) and assumed all operation and maintenance responsibilities on April 16, 2012. During the Transition Phase (April through December 2012), Veolia, in addition to performing all necessary operation and maintenance activities:

- Developed Operation and Maintenance Manuals for all Project facilities;
- Selected and implemented a Maintenance Management System (MMS) for the Project; and
- Developed the 2013 Operations and Maintenance Budget for Cascade's approval.

The Manuals and 2013 budget were approved by Cascade and were the basis for Veolia's performance during 2013. The initial contract term is through 2016. Annual revisions to the Manuals and Budget will be negotiated and agreed upon. Cascade may extend the contract term for up to two additional periods of up to five years each.

Veolia prepared the 2014 annual revisions to the Manuals and Budget which were approved by Cascade and are the basis for Veolia's performance during 2014.

Since 2009, Cascade has conducted additional facility condition assessment and repair/maintenance/upgrade activities, including:

- Contracted with AECOM to perform a condition assessment of certain Project facilities;
- Contracted with NAES to repair and upgrade the Fish Screen Facility;
- Contracted with GeoEngineers to assess the condition of the dikes;
- Performed inspections and effected repairs to the Timber Flume and Twin Pipelines and removal of sediment from the settling basins during the 2010-2011 outage;
- Implemented DSO recommended monitoring routines on Dikes 9,10 and 12;
- Implemented DSO recommendations on Dike 8;
- Demonstrated available discharge capacity;
- Completed PMP/PMF study;
- Performed repairs and inspection of the Barrier Dam in 2010, 2011, 2012 and 2013;
- Repaired the ecology block wall on Dike 13 in 2013;
- Repaired Tailrace "wingwall" adjacent to rail road crossing in 2011;
- Performed repairs on Dikes 2B, 3 and 11 in 2012;
- Performed repairs on Dikes 1, 3, 4 and 12 in 2013;
- Improved and upgraded Project security (fences, gates, locks, etc.)
- Improved and upgraded gaging stations;
- Repaired pipeline and valve leaks;
- Implemented plan for Powerhouse roof replacement;

See independent auditor's report.

CASCADE WATER ALLIANCE

**Required Supplementary Information
For the Years Ended December 31, 2013 and 2012**

**Modified Approach for White River/Lake Tapps Reservoir Project Infrastructure Capital Assets
(Continued)**

- Upgraded SCADA system;
- Developed plan to comply with L&I / DOSH recommendations and implementation in progress;
- Removed of hazardous wastes from Powerhouse;
- Installed electric meters and disconnected power to non-essential equipment;
- Removed and salvaged unnecessary or retired/obsolete equipment;
- Upgraded and replaced culverts at headworks and valve house;
- Stockpiled sand for emergencies at strategic locations;
- Replaced telephone system;
- Performed HPA required plantings along Tailrace and on Dike 11;
- Conducted inspections of all cranes and performed necessary maintenance and repairs;
- Contracted with Carollo Engineers to perform condition assessment on Lower Conveyance System;
- Contracted with HDR Engineering to design Timber Flume replacement and Headgate improvements;
- Performed routine maintenance and repairs on roads; and
- Performed routine vegetation removal.

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These activities expanded upon the CH2MHill assessment and implemented some of the recommendations from CH2MHill, AECOM, GeoEngineers and DSO.

Capital Assets Funding - Based on the condition assessment work completed to date, Cascade has included funding for ongoing maintenance and repair of Lake Tapps Project Capital Assets in its annual operating budget as well as funding for upgrading and replacement of Lake Tapps Project Capital Assets in its Capital Improvement Plan (CIP). The Operation and Maintenance Budget and CIP for Cascade's 2013-2014 Biennium are summarized below:

Lake Tapps Project Operation and Maintenance Budget:	
2014	\$ 2,553,450
2015	2,421,450
Lake Tapps Project CIP Budget:	
2014	3,610,000
2015	7,625,000
2016-2017	6,300,000
2018-2019	1,775,000

The Operation and Maintenance Budget and CIP for Cascade's 2013-2014 Biennium were adopted by the Board in September 2012.

See independent auditor's report.

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APPENDIX G

ADDITIONAL CREDIT EVALUATION CONSIDERATIONS

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Introduction

Cascade Water Alliance (“Cascade”), like other water systems, seeks a competitive cost of capital to deliver high quality, affordable services to its customers. Yet in today’s market, credit ratings and the cost of capital in the water sector may not reflect risk and resilience characteristics that contribute to the financial health of water systems. For example, there is currently little differentiation in the market between systems with strong asset management practices, proactive water demand management, resilient supply sources, and low energy-intensity, despite the fact that such characteristics make systems more flexible in responding to volatile economic and environmental conditions. Consequently, utilities that are building sustainable systems may not benefit from the cost of capital that would be justified by a more systematic analysis of their relative risk.

Current markets do reflect perceived risks associated with changing physical, legal and economic environments. Yet because there is little data for investors to compare the actual risk or resilience of systems to sector trends such as water competition, asset replacement needs and extreme weather, risk premiums are less likely to be driven by data and more likely to be shaped by market biases. Addressing data gaps in the market is essential if capital providers are to support strong management practices and resilient systems.

To support alignment of the market with emerging best practices, Cascade has endeavored to develop and pilot additional credit evaluation considerations for water systems. These considerations consist of the following six elements:

- Institutional Stability and Management
- Demand Management
- Dependability of Water Supplies
- Full-Cost Pricing
- Asset Management
- Energy Intensity of Water Treatment and Delivery

Institutional Stability and Management

Municipal Corporation. On July 12, 2012, Cascade converted to a municipal corporation under the 2011 Joint Municipal Utility Services Act, chapter 39.106 RCW. In 1999, the Members entered into an interlocal agreement (the “Interlocal Agreement”) to form a nonprofit corporation with authority as a watershed management partnership under the Interlocal Cooperation Act, chapter 39.34 RCW. The 2011 Washington Legislature enacted the Joint Municipal Utility Services Act to improve the mechanism for cooperation among local government utilities that provide water, wastewater, stormwater and/or flood control services. On March 28, 2012, the Board approved an amendment to the Interlocal Agreement in order to convert Cascade to a Joint Municipal Utility Services Authority under the 2011 Joint Municipal Utility Services Act. Following ratification by the Members’ legislative authorities and filing with State Secretary of State, Cascade became the State’s first Joint Municipal Utilities Services Authority and a municipal corporation.

Supply Commitment to Members. The Joint Municipal Utilities Services Agreement (the “Joint Agreement”) provides that Cascade will provide for each Member’s water needs, as projected in the Cascade Water Supply Plan and as agreed to by that Member, from the Supply System, net of Independent Supply and subject to the other limitations established in the Joint Agreement, on a parity with all other Full Supply Commitments, and with a guaranteed priority no lower than for any other Supply Commitment made by Cascade.

Step Up Provisions. The strength of the Members underpins Cascade’s own strength. Of the seven Members, four (the cities of Bellevue, Kirkland, Redmond, and the Sammamish Plateau Water & Sewer District) currently have AAA ratings from Standard & Poor’s. Together, these four Members contributed 87 percent of Cascade’s Gross Revenues in 2013. All Cascade Members are subject to step-up requirements to enhance Cascade’s financial security and its ability to meet its financial obligations. See “MEMBER COVENANTS UNDER THE JOINT AGREEMENT – Member Step Up Provisions.”

Board Decision Structure. All Board actions must be approved by Dual Majority Vote of all Members, except where the Joint Agreement requires a 65 percent Dual Majority Vote and in certain cases ratification by the same percentage of Member legislative bodies. The Executive Committee has the authority, if necessary, to avoid default on any bond, to withdraw from any capital reserve fund or rate stabilization fund, an amount equal to the amount necessary to avoid a default and to authorize payment of that amount to avoid default. The standing committees of the Board are governed by the Open Public Meetings Act and have been established as follows:

- Finance and Management Committee. The finance and management committee is responsible for the ongoing oversight of the administrative, business systems, and other management and financial affairs of Cascade, including the annual outside audit.
- Resource Management Committee. The resource management committee considers and makes recommendations to the Board on matters relating to planning and development of water supply resources, operations and maintenance, water quality, and water conservation.

- **Public Affairs Committee.** The public affairs committee considers and makes recommendations to the Board on matters relating to general outreach, public information and communication programs, community outreach and relationships, public relations, intergovernmental affairs, state and federal affairs, and membership.

Examples of Major Board Initiatives. In 2011, Cascade developed and adopted a Strategic Plan based on Cascade’s vision for the future with the assistance of Cascade’s employees, Board, Members, and the community. The initiative confirmed that a goal-oriented environment is in place within all functional areas, which enables Cascade to establish an efficient and effective future organizational strategy that focuses on improving its competitive position within the Puget Sound region. This plan was updated in 2013, following completion of major contract negotiations.

In 2011, Cascade adopted a new model for allocating Cascade’s costs to the Members. Existing water contracts have been established to secure future water supply capacity for the Members. The new cost allocation model, which focuses less on usage-based Member charges, eliminates disadvantages in the prior cost allocation model for Members that lack significant independent supply.

Management Team and Organizational Structure. Cascade maintains a unique organizational structure and business model that allows for quick and efficient decision making. Cascade’s CEO has a good understanding of the water industry and is respected throughout the nation. Cascade has experienced and highly competent employees. The organization is successful at leveraging limited staff resources to provide high-quality services professionally and efficiently. Cascade has a well-engaged Board, whose members work well together and a transparent governmental process that facilitates open communication with Members.

Fiscal Policies. Cascade’s fiscal policies were adopted by the Board in 2003 and amended by the Board in 2012. The fiscal policies focus on three primary objectives: financial integrity and stability; rate equity among members; and efficiency and conservation. Traditional content is related to budgeting, accounting, investing and reporting. In addition, specific policies define: equity funding from Regional Capital Facilities Charges (“RCFCs”) for growth and from rates for repair and replacement; 10 and 20 year rate planning; 5-year rate smoothing through use of the rate stabilization fund; and a policy-based coverage requirement of 1.25 (in excess of the 1.00 bond covenant requirements). In aggregate, the fiscal policies promote conservative and stable financial management and consideration of the long-term strategic requirements of Cascade.

Demand Management

In July 2012, the Board adopted the Transmission and Supply Plan (the “TSP”), which demonstrates how Cascade will meet the water demands of its Members through 2060. This comprehensive plan builds on the initial Cascade TSP adopted in 2004. The TSP evaluates the historical and current water demand of the Members and forecasts future demand. A flexible portfolio of supply sources are recommended to meet the forecast demand.

Cascade used an econometric modeling approach to statistically correlate water demand with factors that influence demand. Inputs to the forecasting model included: water production; water billing; temperature; precipitation; population; number of households (single family and multi-family); household income; employment; marginal price of water; and passive and active conservation measures. This established an average day and peak week baseline demand forecast for residential (gallons per household per day) and non-residential (gallons per employee per day) water needs.

Weather conditions, the type of residential development (single family homes use more water than multi-family homes) and type of employment (industrial establishments use more water than commercial/institutional establishments) directly impact water demand. National studies indicate that as income increases water demand also increases. However, national studies also indicate that water use decreases as the price of water increases.

Conservation savings can be achieved by establishing State or Federal water use standards for plumbing fixtures and other activities. These savings will be achieved as new development proceeds and as older fixtures are replaced (passive conservation). Other conservation savings will be achieved as individual utilities develop and implement additional conservation programs (active conservation). Cascade has incorporated projected savings from both types of conservation into its forecast of future demand.

An uncertainty analysis was performed to generate a range of possible future water need scenarios. Six inputs (considered to have the most impact on water demand) were included in the uncertainty analysis: number of households; number of employees; temperature; precipitation; marginal price of water; and household income. A probabilistic range of projected demand was produced based on a range of values for the key inputs. A Monte Carlo simulation was then used to establish a range of demand forecasts based on random draws from this data set. The uncertainty analysis also randomly selected from a range of climate change conditions (the climate change scenarios used were developed by the Climate Impacts Group at the University of Washington for the King County Climate Change Technical Committee).

In addition to this uncertainty analysis, Cascade also considered the potential impact of local groundwater supplies being lost (to contamination or regulatory actions), more severe impacts of climate change and high growth in areas not served by one of the major regional water suppliers and included a contingency amount to address these situations. This analysis

resulted in a baseline forecast of demand for the Members, a forecast considering climate change and a forecast considering climate change and a regional contingency.

Flattening trends in water consumption in the Puget Sound region and the reduced growth resulting from the economic recession caused Cascade to make further downward adjustments in the demand forecast. Recent growth and short-term growth projections from the Members were used to adjust the forecast through 2020 when the growth rate was assumed to return to that predicted by the econometric model.

Cascade anticipates that actual demand (average day and peak week) will fall within the range defined by the adjusted mean and the 95 percent exceedance forecast, which accounts for possible increased demand due to climate change, as well as water savings due to continuing conservation efforts. Cascade's supply portfolio is designed to provide adequate supply to meet needs within this range.

Demand conditions have shifted in the Puget Sound region in recent years. After decades of rapid growth in population and water needs, all of the regional water suppliers in the central Puget Sound area have experienced flat or even reduced demand during the past decade. With the effects of the recent recession and housing downturn possibly lingering for many years into the future, it is possible that even the adjusted forecast may overstate future demand.

Dependability of Water Supplies

For supply planning, this means that the risk equation has changed. In the past, suppliers in the region faced the risk of growth outpacing supply, but today an equally critical risk is that new water supply projects may be built too soon and burden ratepayers with unnecessary costs. Since the region as a whole currently appears to have an abundance of supply, Cascade will continue to seek partnerships among regional water suppliers to use existing supplies and infrastructure for as long as possible. If demand remains flat or grows only slowly, it may be possible to delay some of the projects that Cascade has shown in its supply portfolio, thereby spreading costs over a longer time and reducing rate impacts and future borrowing needs.

The TSP process was designed to identify a viable portfolio of water sources that would provide Cascade with a secure, reliable, economical and flexible supply through at least 2050. Cascade conducted a multi-criteria evaluation of 28 source options, ranking each based on financial, operational, environmental, implementation and regional/intergovernmental considerations as well as reliability. These source options were combined into portfolios that could be developed over time to meet the forecast demand of the Members. The key features of the preferred portfolio are continued use of Member Independent Supplies, existing wholesale water purchase contracts and development of Lake Tapps as a long-term water supply to meet Member needs through 2060. In addition, the preferred portfolio incorporates additional wholesale purchase and development of smaller supplies (such as reclaimed water) that can be developed relatively quickly and provide flexibility. The preferred portfolio requires the construction of a transmission pipeline by 2024 and the first phase of the Lake Tapps project by 2030.

To address the risk of projects being built too soon, Cascade has restructured existing wholesale purchase agreements with Seattle Public Utilities ("Seattle") and Tacoma Water ("Tacoma"). These amendments better match Cascade's existing water needs; provide longer term access to wholesale water; and provide additional flexibility for Cascade as well as Seattle and Tacoma. See "CASCADE WATER ALLIANCE – Water Supply and Transmission." The fact that Cascade has secured water rights to develop Lake Tapps as a municipal water supply enables these discussions to proceed. With the ability to construct the Lake Tapps project, Cascade, Seattle and Tacoma can fully utilize existing sources of supply. Restructuring of the existing wholesale contracts has pushed back the need for new transmission pipelines and the Lake Tapps Project by 15 years.

Full-Cost Pricing

As a wholesale supplier of water, Cascade was organized by the Members to provide a stable and predictable revenue stream. Cascade is a utility enterprise that recovers all of its costs from Member Charges. Cascade's wholesale charges are based on Member customer base and a three-year rolling average of Member wholesale water demands. With the exception of RCFCs, all of Cascade's revenues are established by Board adoption of annual charges to Members. To mitigate annual variation in RCFC revenues, RCFCs are deposited into a separate RCFC account, and use of these funds is based on available fund balance without reliance on current year receipts. RCFC fund balances are used for cash funding of capital projects and repayment of debt in accordance with fiscal policies.

Cascade's adopted fiscal policies focus on three primary objectives: financial integrity and stability; rate equity among Members; and efficiency and conservation. In aggregate, the fiscal policies promote conservative and stable financial management and consideration of long-term strategic requirements of the utility. Cascade also has adopted rate and RCFC methodologies that delineate the rate structure and restrict the use of growth-related RCFC charges.

In the Pacific Northwest, water resources are primarily seasonally constrained due to weather patterns and limited storage capacity. Given this, Cascade's rates are specifically based on Member peak season demands, thus encouraging efficient use of available resource capacity. Peak season demand, in million gallons per day ("MGD"), defines the allocation of

most costs to Members. This encourages the off-peak use of Cascade resources at little or no cost to Members, and is intended to generate conjunctive benefits of independent supplies. Similarly, Cascade has restructured and re-oriented its conservation program to increase peak season savings and enhance the return on conservation investments. Through efficient pricing and targeting critical demand metrics, Cascade is working to more efficiently use existing resources and defer new capacity investments.

Cascade's fiscal policies also require annual updates to a 10 year rate forecast and require a 20 year forecast on a six year cycle. In practice, Cascade maintains a rate and financial forecast model extending more than 70 years in order to plan through generations of capacity investments. Through this extended outlook, Cascade decision analysis can examine and compare long-term trends in revenue requirements, capital funding needs, risk, and costs for Members and their customers as related to isolated or programmatic decisions. Cascade's practices have regularly incorporated business analysis and risk assessment as central elements of prudent decision-making.

Since its inception, Cascade has recognized the long-term nature of its investments and service obligations. Cascade has established a consistent basis for decision-making consistent with those longer term requirements, with some of the results including:

- Annual rate increases averaging over 5 percent per year since formation, consistent with long-term forecasts and trends;
- A rate policy directing 5 year rate smoothing that results in rate increases in anticipation of future needs and use of the rate stabilization reserve to regulate related rate patterns. This continues to lead to orderly annual increases consistent with longer term revenue needs;
- Specific policies to create equity accumulation for capital projects through dedicated (restricted) funding from RCFCs and rates;
- Increases in RCFCs (growth charges) to more completely reflect capacity investment requirements; and
- Revised Member charge features to enhance equity among members and generational equity given changes in demands and strategies.

Asset Management

As utilities face the challenges of managing in an era of uncertainty, it is essential that they establish a framework within which they make rational decisions. These decisions will find the appropriate balance between risk and consequences. Cascade has chosen an asset management approach to decision making to accomplish the goal of determining risks, measuring consequences and choosing a path forward providing its Board with both certainty and flexibility.

Cascade defines "asset management" as meeting agreed upon customer and environmental service levels while minimizing life cycle costs.

Cascade is developing a decision making framework and culture that assures long term water supply using a triple bottom line model which addresses supply, social and environmental costs and benefits. This leads to decisions which emphasize certainty of supply while still managing rates and costs in a rational way. To do this Cascade is addressing the following nine areas.

Customer and Environmental Service Levels. Cascade through its Board has adopted both customer service and environmental service levels for the Members. These are reflected not only in the regulatory processes Cascade is involved in but also in agreements it has in place with the Puyallup and Tulalip Tribes, the homeowners surrounding Lake Tapps (Cascade's future water supply), and the cities that surround Lake Tapps (Auburn, Sumner, Bonney Lake and Buckley). Cascade has agreed upon seasonal Lake Tapps levels with the community; reached consensus on White River instream flows and ramping rates for fish habitat; and entered into agreements with the cities that surround Lake Tapps. All of these agreements helped Cascade assure regulatory certainty first, by allowing Cascade to receive approval of a permanent water right and second, to minimize any potential issues when Cascade needs to construct transmission and treatment facilities.

Risk Assessment and Quantifiables. Cascade has adopted a method of scenario planning which incorporates risk assessment based on quantification (where appropriate) to analyze future risk and consequences. This has proven particularly important in looking at long-term water and demand planning, long-term water supply contracts and capital and operating investment decisions. This has led Cascade to rebalance its future water supply portfolio options which not only assure water supply for the next 100 years, but also optimize future rate scenarios (while still incorporating full cost pricing) and provide portfolio adjustment flexibility for future policy makers.

Life Cycle Cost Analysis Using Triple Bottom Line. Cascade uses a business case approach when making project decisions. This takes into account triple bottom line (financial, social, environmental) cost and benefits and total lifecycle (capital, operations and maintenance, disposal) analysis of an asset. By considering these elements, only projects delivering high value will be selected for implementation. It also allows Cascade to choose alternatives which maximize rate payer value during the life of the decision.

Long Range Planning. Cascade has also adopted a formal long-term Strategic Plan which drives budget and decision making. This plan includes an operational implementation plan updated every two years with the Shortage Plan updated every five years.

Asset and Data Systems. Cascade has adopted a formal Computer Managed Maintenance System (“CMMS”) (using ORACLE Work and Asset Management (“WAM”)) to set a foundation for optimizing all asset decisions. A CMMS package maintains a computer database of information about an organization’s maintenance operations. This includes asset costs, maintenance history, age, condition assessment, asset usage, and other factors. By tracking this information, better management decisions can be made so that maintenance workers can do their jobs more effectively and future repair versus replacement decisions can be optimized, thereby optimizing the rate impacts for customers.

For those assets in which condition assessment and asset data has been collected, asset replacement schedules have been put in place with budget appropriations. For example, the 2300’ timber flume structure was condition assessed during a 2010 flow line outage and is now scheduled for replacement in 2015. The initial condition assessment was performed in 2006 by CH2M Hill with an associated capital budget stream. Another assessment is anticipated for the lower conveyance facilities in 2016.

Cascade implemented an Electronic Document Management System in 2013 and 2014. The system facilitates the inventory and integration of all documents, plans and specifications, and pictures obtained from Puget Sound Energy and developed by Cascade since its inception.

Rational Rates and Affordability. Cascade continues to adopt rates which incorporate principles of full cost pricing and to formally review both intergenerational equity and affordability issues.

Cascade has updated its fiscal policies to assure future rate and economic stability. Cascade also continues to use a five-year rate smoothing policy to assure needed revenue while minimizing wide rate swings and provide more certainty on rates for decision makers. The Board remains committed to approving rates which implement its long-range strategic direction.

Optimize Organizational Structure, Decision Making and Roles and Responsibilities. Cascade has a unique organizational structure which allows for not only high quality decision making but also timely decision making. Contrary to many organizations, Cascade has a small staff, but utilizes many outside resources. This model, together with well documented policies and procedures (such as a recently developed procurement guidebook), allows Cascade management and staff to make quick and efficient decisions. Providing well thought out, transparent information assists the Board in efficient decision making. This direction continues a joint private/public model for Cascade which assures efficiency and effectiveness of both our analytical capability and timelines of decision.

Normal Capital and Operational Decision Making Processes. Cascade is unusual in the public sector in that it has fully developed a zero-based budget process. This allows Cascade to continually evaluate the effectiveness of its program and costs while at the same time continue to set and accomplish priority activities. Cascade’s zero-based budget starts with a blank slate, upon which the following are added to develop a full biennial budget: (i) funding for strategic initiatives as identified in the current Board-adopted Strategic Plan; (ii) funding for specific and approved departmental non-capital work initiatives; (iii) funding for capital improvement program items; and (iv) funding and other incidental expenditures necessary to support the work identified above.

The Board continues to make both capital and operating decisions and policy decision consistent with the Strategic Plan while allowing Cascade staff to make implementation decisions.

Track and Measure Results. Cascade has developed an annual work plan approach to implementing the Board’s Strategic Plan. This work plan is reviewed by the Board to assure consistency with Board policy objectives. The results are reported to the Board annually and are the basis of CEO and staff performance. These results also allow clarity of purpose and responsibilities between the Board and staff.

Energy Intensity of Water Treatment and Delivery

Cascade experiences energy requirements well below typical or average utility systems. A significant portion of both Cascade’s current infrastructure and contract supply sources are gravity rather than pumped systems, with little energy cost related to moving water. For future treatment investments, Cascade can assure that all appropriate efficiency measures can be included in the design. Cascade additionally expects to have opportunities for hydroelectric energy generation from its Lake Tapps supply system when developed as a supply source as a means to offset related system energy needs.

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