

SEATTLE PUBLIC UTILITIES & CASCADE WATER ALLIANCE  
MANAGEMENT AGREEMENT No. 7

REVISIONS TO EXHIBIT I

This Management Agreement No. 7 is entered into pursuant to Sections 3.6 B and 4.4 of the 2<sup>nd</sup> Amended and Restated Declining Block Water Supply Agreement between the City of Seattle ("Seattle") and the Cascade Water Alliance ("Cascade"), dated July 15, 2013 ("Agreement").

Management Agreement

1. The revised exhibit attached and incorporated herein as "Revised Exhibit I" replaces the existing Exhibit I in the Agreement in its entirety.
2. The Parties understand and agree that changes to any of the agreements listed in the Revised Exhibit 1 or new agreements involving supply, purchase or resale of water that Cascade or any Cascade Member enters into with a non-Cascade Member during the term of the Agreement should be reviewed by the Parties to determine which provision of 3.6 B applies to the situation and whether an update to the Revised Exhibit 1 by Management Agreement is necessary. The Parties also understand and agree that this will include a review of new agreements, or existing agreements that may remain in effect, between Cascade or a Cascade Member and a withdrawing Cascade Member at the time of the withdrawal in the event a current Cascade Member withdraws its membership from Cascade. Cascade agrees that it will promptly notify and provide copies of such agreements to Seattle as appropriate.
3. The Parties understand and agree that additional updates to the Revised Exhibit I may be required to address the electric contracts for pump stations included in Section 3.a of the Revised Exhibit I, which the parties will endeavor to complete by December 31, 2013.

Agreed to:

  
\_\_\_\_\_  
Ray Hoffman, Director  
Seattle Public Utilities

7/15/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chuck Clarke, CEO  
Cascade Water Alliance

7/12/13  
\_\_\_\_\_  
Date

Attachment: Revised Exhibit I, dated July 11, 2013

**Other Agreements**

List of commitments or agreements, as approved by Seattle regarding the supply, purchase or resale of water to non-Cascade Members:

**1. Those specific emergency interties for temporary emergency purposes only as referenced in Section 3.6 B.1:**

- a) Bellevue to KC WD 117 (Hilltop)  
@ 51<sup>st</sup> Ave & 150<sup>th</sup> Pl SE
- b) Bellevue to KC WD 22 (Beaux Arts)  
@ 108<sup>th</sup> Ave SE & SE 28<sup>th</sup> St
- c) Kirkland from Northshore Utility District  
@ NE 118<sup>th</sup> St & 116<sup>th</sup> Ave NE
- d) Kirkland to/from Northshore Utility District<sup>1</sup>  
@ 12521 128<sup>th</sup> Ln NE
- e) Redmond to Union Hill Water Assoc.  
@ NE 95<sup>th</sup> St near 195<sup>th</sup> Ave NE
- f) Redmond to/from Union Hill Water Assoc. (Redmond Ridge)  
@ NE 93<sup>rd</sup> St & NE 221<sup>st</sup> Pl  
@ Redmond Ridge Dr & NE 80<sup>th</sup> St  
@ Novelty Hill Rd @ 224<sup>th</sup> Ave NE
- g) Redmond to Woodinville WD  
@ NE 133<sup>rd</sup> St & 227<sup>th</sup> Ave NE  
@ 232<sup>nd</sup> Ave NE & NE 135<sup>th</sup> St (bilateral)
- h) Redmond to/from Northeast Sammamish W&SD  
@ 187<sup>th</sup> Ave NE & NE 55<sup>th</sup> St
- i) Sammamish Plateau W&SD to Ames Lake Water Assoc.  
@ NE 33<sup>rd</sup> St & NE Union Hill Rd

- j) Sammamish Plateau W&SD to/from Northeast Sammamish W&SD<sup>2</sup>
  - @ 2008 East Lake Sammamish Pkwy NE
  - @ 20807 NE 19<sup>th</sup> PL
  
- k) Sammamish Plateau W&SD to Overdale Water Assoc
  - @ 5215 229<sup>th</sup> Ave SE near SE 52<sup>nd</sup> St
  
- l) Skyway to/from Renton
  - @ 12603 82<sup>nd</sup> Ave S near S 126<sup>th</sup> St
  
- m) Skyway to/from KC WD 125<sup>3</sup>
  - @ S Langston Rd & S 132<sup>nd</sup> St
  - @ S 124<sup>th</sup> St & Beacon Ave S
  
- n) Tukwila to/from KC WD 125
  - @ S 131<sup>st</sup> PL & 44<sup>th</sup> Ave S
  
- o) Tukwila to/from KC WD 125
  - @ E Marginal Way & S 116<sup>th</sup> St
  
- p) Tukwila to/from Kent<sup>4</sup>
  - @ Todd Blvd & West Valley Hwy
  
- q) Tukwila to Renton<sup>5</sup>
  - @ 17000 West Valley
  
- r) Tukwila to/from KC WD 75 (Highline)
  - @ S 180<sup>th</sup> St & Andover Park West

**2. Those agreements providing wholesale water supply to Non-Cascade Member wholesale customers as of January 31, 2013 as referenced in Section 3.6 B.2:**

- a) Bellevue to WD 1 (Yarrow Point)

@ NE 38<sup>th</sup> & 92<sup>nd</sup> Ave NE

@ NE 42<sup>nd</sup> & 92<sup>nd</sup> Ave NE

- b) Bellevue to KC WD 22 (Beaux Arts)<sup>6</sup>

@ 108<sup>th</sup> Ave SE & SE 28<sup>th</sup> St

- c) City of Issaquah to Issaquah Highlands Community Assoc for the Grand Ridge Drive Water Utility

@ NE Harrison Dr & Grand Ridge Dr

- d) Sammamish Plateau W&SD to Overdale Water Assoc<sup>7</sup>

@ 5215 229<sup>th</sup> Ave SE near SE 52<sup>nd</sup> St

**3. Other relevant Agreements as referenced in Section 4.4:**

- a) List of electric contracts for pump stations owned and operated by Cascade Members and connected to the Tolt Eastside Supply Line according to Section 8.6 B.3 of this Agreement:

1. Between the City of Bellevue and the City of Seattle, effective August 1983, pursuant to Ordinance #111276 for SE 28<sup>th</sup> pumping station (50% / 50%) and N.E. 8<sup>th</sup> pumping station (Bellevue 60% / Seattle 40%)

- b) Sammamish Plateau W&SD to/from Northeast Sammamish W&SD<sup>8</sup>

@ 216<sup>th</sup> Ave NE & NE 17<sup>th</sup>

@ 1910 226<sup>th</sup> Ave NE

- c) Redmond/Woodinville Water District Interlocal Agreement and 7 Amendments<sup>9</sup>

1. East of 184<sup>th</sup> Ave NE
2. Blakely Ridge (Trilogy)
3. 177<sup>th</sup> Ave NE & 184<sup>th</sup> Ave NE
4. 167<sup>th</sup> Ave NE & 172<sup>nd</sup> Ave NE
5. Shadowbrook Phase II
6. Redmond Assembly Plat
7. East of 176<sup>th</sup> Ave NE

d) Skyway from Renton<sup>10</sup>

@ 80<sup>th</sup> Ave S & S 116<sup>th</sup> St

e) Interlocal Agreement Implementing the City of Bellevue's Partial Assumption of the Coal Creek Utility District<sup>11</sup>

@ Hazelwood Ln

@ SE 64<sup>th</sup> & Lake Washington Blvd

@ 114<sup>th</sup> Ave SE

@ 119<sup>th</sup> Ave SE

@ 123<sup>rd</sup> Ave SE

@ Newcastle & 126<sup>th</sup> Ave SE

@ Newcastle & 128<sup>th</sup> Ave SE

@ Coal Creek & SE 66<sup>th</sup> ST

Notes:

<sup>1</sup> No agreement exists for this intertie connection. Cascade reported as emergency intertie.

<sup>2</sup> See Section 5 of the Agreement for Joint Operation of Water Storage Facilities.

<sup>3</sup> See Section 5 of the Agreement for Joint Lease, Construction and Operation of Water Storage and Transmission Facilities, generally for wheeling.

<sup>4</sup> Emergency purposes includes meeting peak demand. Any agreement for use for purposes other than emergency under Section 4 of the Agreement not included here.

<sup>5</sup> Emergency purposes, max quantity 2.7 MGD.

<sup>6</sup> Cascade reported as seasonal supplemental supply.

<sup>7</sup> Cascade reported that by resolution, converted from emergency supply to continuous wholesale supply pending assumption of the Overdale service area expected within a year.

<sup>8</sup> Cascade reported as continuous supply through "zero-net exchange".

<sup>9</sup> Interlocal agreement establishes common service area boundary, provisions for District to supply water to Redmond for certain service areas, and to determine on case by case basis which entity will serve developments that straddle common service boundary line.

<sup>10</sup> See Section 4 and Exhibit B of Contract for Water Supply and Joint Storage and Transmission.

<sup>11</sup> See Section XIV of the Interlocal Agreement.