



## City of Sumas Request for Council Action

Meeting Date: March 24, 2025

**Subject:**

Agreement with Sumas Rural Water Association

Department: Utilities Department

Prepared By: Michelle Quinn

**Agenda Location:**

Public Hearing     Old Business     New Business     Staff Reports

**Brief Summary:**

This agreement is with the Sumas Rural Water Association regarding a water service at 9525 Easterbrook Road.

The residential customer at 9525 Easterbrook Road is in the city limits and receives water with a connection between SRWA system and the city meter.

The City directly bills 9525 Easterbrook Road for any water usage, the parties have agreed to subtract the usage billed to the resident from SRWA monthly amount.

SRWA has agreed to continue to allow 9525 Easterbrook to receive water by the connection between the SRWA System and the City meter with the usage subtracted from SRWA's monthly bill.

Legal Review:     Reviewed     Not Reviewed     Review Not Required

**Staff Recommendation:**

Staff is recommending to allow Mayor Bosch to sign the Agreement with Sumas Rural Water Association regarding water service at 9525 Easterbrook Road

**Senior Staff Review:**

- Mayor
- Finance Director
- City Clerk
- Public Works Director

**Budget Implications:**

- Current Budget
- New Budget Request
- Non-Budgetary

**AGREEMENT BETWEEN THE CITY OF SUMAS AND SUMAS RURAL  
WATER ASSOCIATION REGARDING WATER SERVICE AT 9525  
EASTERBROOK ROAD**

**THIS Agreement (“Agreement”) dated as of this \_\_\_\_\_ day of March, 2025, regarding water service to 9525 Easterbrook Road in Sumas, is made by and between the CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter referred to as "Sumas" or the "City"), and the SUMAS RURAL WATER ASSOCIATION (hereinafter referred to as "SRWA"), a nonprofit corporation of the State of Washington. The City and SRWA may sometimes be referred to herein collectively as the “Parties”.**

**RECITALS**

**WHEREAS, the City owns and operates certain utility systems, including its own municipal water system (“Sumas Water System”); and**

**WHEREAS, the City sells and supplies water to its own retail customers, both residential and commercial, as well as to wholesale customers, including water associations; and**

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

**WHEREAS, the City sells and supplies water to SRWA, pursuant to an agreement, for distribution by SRWA to its own retail customers within SRWA's geographic boundaries; and**

**WHEREAS, the City delivers water to SRWA through the City's water distribution system and master meters located at or near the Sumas city limits, which master meters are owned and maintained by the City and serve as the basis for determining monthly volumes delivered to the SRWA System, including a master meter at a location along Highway 9 (“Hwy 9 Master Meter”); and**

**WHEREAS, a residential retail customer of the City, located within the City’s limits at 9525 Easterbrook Road (“9525 Easterbrook”), receives water that is conveyed through the Hwy 9 Master Meter by a connection between the SRWA System and a City meter located at 9525 Easterbrook, with said connection being “downstream” from the Hwy 9 Master Meter; and**

**WHEREAS, the 9525 Easterbrook usage volume is determined by the City meter at said residence; and**

**WHEREAS, the City bills 9525 Easterbrook directly for its usage volume as determined by the City meter at the residence; and**

**WHEREAS, the 9525 Easterbrook usage volume is included in the monthly volumes delivered to the SRWA System as 9525 Easterbrook is connected to the SRWA System “downstream” of the Hwy 9 Master Meter; and**

**WHEREAS, the Parties have agreed that 9525 Easterbrook usage volume passing through the Hwy 9 Master Meter should be subtracted from the monthly volume that the City charges SRWA; and**

**WHEREAS**, SRWA has further agreed it will continue to allow 9525 Easterbrook to receive water from the City conveyed through the Hwy 9 Master Meter by the connection between the SRWA System and the City meter located at 9525 Easterbrook so long as the 9525 Easterbrook usage volume is subtracted from the monthly volume the City charges SRWA; **NOW, THEREFORE**,

#### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Water Service to 9525 Easterbrook Road.** SRWA will continue to allow 9525 Easterbrook to receive water from the City conveyed through the Hwy 9 Master Meter by the connection between the SRWA System and a City meter located at 9525 Easterbrook. SRWA shall cooperate and take such action as may be reasonably requested by the City in order to facilitate the service of water to 9525 Easterbrook and for the implementation or continuing performance of this agreement.

**Section 2. 9525 Easterbrook Usage Volume.** The usage volume of water from the City received at 9525 Easterbrook, as measured by the City meter at that location, that is conveyed through the Hwy 9 Master Meter by a connection between the SRWA System and the City meter located at 9525 Easterbrook, shall be deducted from the monthly volume the City charges SRWA beginning effective March 1, 2025.

**Section 3. No Credit for Past Usage.** Given the rights, obligations and benefits under the Parties' existing agreement(s) related to the provision of water, there shall be no credit or other reimbursement to SRWA for any usage volume for 9525 Easterbrook that was included when determining monthly volumes delivered to the SRWA System prior to the effective date set forth in *Section 2* above.

**Section 4. Changes to Service.** In the event of any changes to service of water to 9525 Easterbrook, which may be made at the City's sole discretion, such that 9525 Easterbrook is no longer receiving water conveyed through the Hwy 9 Master Meter by a connection between the SRWA System and the City meter located at 9525 Easterbrook, so that the 9525 Easterbrook usage volume is no longer being included in monthly volumes delivered to the SRWA System, the obligations set forth in *Section 1* and *Section 2* above shall terminate. Changes to service could include, but are not limited to, relocation of the Hwy 9 Master Meter, the installation of new water lines allowing for direct service, or other changes or alteration to the Sumas Water System. The City shall provide SRWA with reasonable notice of any such changes to service.

**Section 5. No Specified Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

**Section 6. Terms and Conditions of the Existing Agreements Remain the Same.** The Parties agree that, except as specifically provided herein, this Agreement does not alter, modify, amend or otherwise change the terms or conditions of any existing agreements between the Parties, and the terms and conditions of any such existing agreements shall continue in full force and effect.

Section 7. This agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute, the venue of any action brought hereunder shall be in the Whatcom County Superior Court.

**SUMAS RURAL WATR ASOCIATION**

By   *Del Heutink*    
Title:   *Pres.*  

*Ken Warburton*  
*Dean Poorna*  
*Rick Demong*  
*Don H-j*

**CITY OF SUMAS**

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

By \_\_\_\_\_  
JAMES J. WRIGHT  
Sumas City Attorney