

**RECLAIMED WATER DISTRIBUTION AGREEMENT NO. 1**  
**BETWEEN THE LOTT WASTEWATER ALLIANCE,**  
**THURSTON COUNTY AND THE CITIES OF**  
**LACEY, OLYMPIA AND TUMWATER**

This Agreement (“Distribution Agreement”) is entered into as of the date of the latest signature below by and between the LOTT Wastewater Alliance (“LOTT Alliance”), Thurston County, and the Cities of Lacey, Olympia, and Tumwater, each a “Party” and together referred to as the “Parties.”

**1. RECITALS**

WHEREAS:

1.1 The Parties entered into the General Interlocal Agreement Between the LOTT Wastewater Alliance, Thurston County and the Cities of Lacey, Olympia and Tumwater For Distribution and Use of Reclaimed Water (“General Agreement”), dated January 16, 2004, to provide a regional framework for distribution and use of reclaimed water and for conserving potable water supplies; and

1.2 Exhibit A of the General Agreement is a “Reclaimed Water Distribution Methodology,” which defines a process for distribution of reclaimed water among the four LOTT Partner jurisdictions; and

1.3 The LOTT Partner representatives have completed negotiations for distribution of the first 1.0 million gallon per day increments of reclaimed water from all four planned LOTT reclaimed water facilities, consistent with the Reclaimed Water Distribution Methodology; and

1.4 The LOTT Partner representatives have further completed negotiations for distribution of the second 1.0 million gallon per day increment of reclaimed water from the Hawks Prairie Reclaimed Water Project, consistent with the Reclaimed Water Distribution Methodology; and

1.5 Table #1 attached hereto and incorporated by reference documents the negotiated distributions for the aforementioned increments of reclaimed water.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants contained herein the Parties commit to the negotiated distributions as follows.

## **2. AGREEMENT**

2.1 The Parties agree to the reclaimed water distributions documented in Table #1 attached hereto.

2.2 The distributions documented in Table #1 shall be in effect until superseded by any future Reclaimed Water Distribution Agreement negotiated and approved consistent with the Reclaimed Water Distribution Methodology, or until the General Agreement is terminated, or until some other action is taken by the Parties that supersedes Table #1.

2.3 LOTT will incorporate documentation of the negotiated distribution in its next annual Flow and Capacity Report update.

2.4 This Reclaimed Water Distribution Agreement No. 1, or successor agreement(s), will be appended to the Supply Agreements for the Budd Inlet Reclaimed Water Facility, Hawks Prairie Reclaimed Water Satellite, Chambers Prairie Reclaimed Water Satellite, and Tumwater Reclaimed Water Satellite as each of those Supply Agreements is developed.

(continued on next page)

IN WITNESS WHEREOF, each Party has caused this Reclaimed Water Distribution Agreement No. 1 to be signed by its duly authorized officer or representative as of the date set forth below its signature.

**LOTT Wastewater Alliance:**

By [Signature]  
Its: BOARD PRESIDENT  
Date: 3-9-05

Approved as to Form:

By [Signature]  
City of Lacey:  
By [Signature]  
Its: CITY MANAGER  
Date: 1-13-05

Approved as to Form:

By [Signature]  
City of Tumwater:  
By [Signature]  
Its: Mayor  
Date: 1-4-05

Approved as to Form:

By Christy A. Todd

**City of Olympia:**

By [Signature]  
Its: Public Works Director 3/21/05  
Date: 10-20-04

Approved as to Form:

By [Signature]

**Thurston County:**

By [Signature]  
Its: Water & Waste Mgt Director  
Date: 12-02-04

Approved as to Form:

By [Signature]

**Distribution Table #1**

Facility	Year On-Line	Volume Produced	LOTT Reserve	Volume Available	Lacey		Olympia		Tumwater	
					Percent	1000 gpd	Percent	1000 gpd	Percent	1000 gpd
<b>First Increments:</b>										
Budd Inlet	2004	1000	540	460	0.0%	0	100.0%	460	0.0%	0
Hawks Prairie	2007	1000	250	750	60.0%	450	40.0%	300	0.0%	0
Tumwater	2014	1000	250	750	0.0%	0	0.0%	0	100.0%	750
Chambers Pr	2016	1000	250	750	60.0%	450	40.0%	300	0.0%	0
<b>Increment 1 Subtotals</b>		<b>4000</b>	<b>1290</b>	<b>2710</b>	<b>33.2%</b>	<b>900</b>	<b>39.1%</b>	<b>1060</b>	<b>27.7%</b>	<b>750</b>

<b>Second Increment:</b>										
Hawks Prairie	2007	1000	0	1000	100.0%	1000	0.0%	0	0.0%	0

<b>Totals</b>	<u>5000</u>	<u>1290</u>	<u>3710</u>		<u>51.2%</u>	<u>1900</u>	<u>28.6%</u>	<u>1060</u>	<u>20.2%</u>	<u>750</u>
			100%							

NOTE: Volumes are expressed in thousands of gallons per day