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Agreement TOWN OF ELMER CITY
Okanogan County Washington

AGREEMENT FOR JOINT OPERATION AND UTILIZATION OF SEWAGE DISPOSAL FACILITIES

AGREEMENT, dated as of January 1, 1975, by and between THE TOWN OF COULEE DAM, WASHINGTON, a municipal corporation, herein referred to as "Coulee Dam", and THE TOWN OF ELMER CITY, WASHINGTON, a municipal corporation, herein referred to as "Elmer City".

By authority granted under RCW 39.34.080 and by authority granted to Towns under the Statutes and Constitution of the State of Washington, the parties agree as follows:

ARTICLE I.

Duration of Agreement

The duration of this agreement shall be fifty (50) years, commencing January 1, 1975, and such additional time as the parties may jointly agree.

ARTICLE II.

The Organization for Carrying out Joint Construction and Operation of Sewage Disposal Facilities

A. During the phase of design and construction of improvements to the Coulee Dam Sewage Disposal Plant, the following organizational plan shall be in effect:

(1) Elmer City has prepared a Sewerage Facilities Plan (September, 1974, by Stevens, Thompson & Runyan, Inc., Engineers and Planners) which proposes a plan for modification of said sewage disposal facilities for the joint use by the two towns. The Plan proposes that said facilities shall be enlarged to accomodate the additional load resulting from disposing of the sewage from Elmer City and the intervening area, and for the modification of said facilities to better meet environmental and water quality standards. It is proposed that the cost of construction shall be financed by grant funds equal to approximately ninety per cent (90%) of the cost, and the balance by funds to be obtained by the respective towns as hereinafter provided.

(2) Elmer City shall be the grant recipient of all funds to be acquired from the United States and State of Washington to implement

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said plan and will arrange for interim financing.

(3) Elmer City shall enter into and be the contracting party for the engineering and design work for said project; provided, however, the design of the sewage disposal facilities shall be subject to approval by Coulee Dam prior to bid call and construction, and the planners and engineers shall have equal responsibility to Coulee Dam for design and engineering applicable to said facilities.

(4) Upon approval of plans and specifications by both towns, Elmer City shall call for bids for construction of the project. The parties agree that said call for bids and contract may include calling for bids for the entire plan, which includes construction of sewerage gathering system for Elmer City and the area between the two towns, as well as modification of the sewage disposal facilities.

(5) Award of Contract shall be subject to approval of Coulee Dam. Supervision and inspection during construction to the disposal facilities shall be by mutual approval of the parties.

(6) There shall be no separate entity formed to implement this agreement but each town shall be represented by its mayor where joint action is required.

B. Upon completion of construction the following organizational plan shall be in effect:

(1) Each town shall be solely responsible for operation and maintenance of its sewage gathering facilities and the delivery of sewage in a closed pipe system to the sewage disposal plant.

(2) Coulee Dam shall operate and maintain the sewage disposal facilities as herein provided.

(3) Ownership of all sewage disposal facilities shall remain in Coulee Dam.

C. Additional area participation: The plan calls for participation in sewage facilities by the intervening unincorporated area of Okanogan County which may form a Local Improvement District or some

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other legal entity. Suth entity would be formed for the purpose of gathering sewage and contracting for disposal. The responsibility for contracting such service shall remain solely with Elmer City and for the purpose of this agreement, any sewage delivered by Elmer City through its system to the Coulee Dam Sewage Disposal Facilities shall be and will remain the obligation of Elmer City and all obligations relating to volume of sewage, charges to be assessed, and any related matters with respect to sewage disposal of the quantities delivered to the Coulee Dam Sewage Disposal Plant by the Elmer City force main shall be and shall remain the responsibility of Elmer City, and Coulee Dam shall need to deal only with Elmer City for such disposal and the cost thereof.

ARTICLE III.

Purpose of Joint Agreement

The purpose of this agreement is to provide for the improvement and modification of Coulee Dam sewage disposal plant to accomplish the following:

A. To provide sewage disposal facilities for both towns as well as the intervening area, by increasing the capacity of such facilities;

B. To update and improve the sewage disposal facilities to meet Federal and State environmental and water quality standards;

C. To provide for the financing of such improvements and modifications and for the joint use, operation, and maintenance thereof.

ARTICLE IV.

The Manner of Financing the Cooperative Undertaking and of Establishing and Maintaining a Budget Therefor

A. Elmer City has made application for grant funds to provide ninety per cent (90%) of the cost of the enlargement,

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modification and improvement of Coulee Dam's sewage disposal facilities. The Cooperative project provided for by this agreement is contingent upon approval of such grant funds. In event grant approval is not obtained, then Coulee Dam shall have no liability or obligation hereunder, including any expense incurred for planning, design, engineering or work performed.

B. Upon approval of plan and grant by Federal and State Agencies, Elmer City shall pay:

(1) The balance of the costs of engineering and construction of its sewage gathering facilities, including the intervening area, and transmission facilities to the Coulee Dam sewage disposal plant;

(2) All costs attributable to the enlargement of the Coulee Dam sewage disposal plant. The engineering firm retained by Elmer City shall keep completely separate accounting of the costs of enlargement and modification of the sewage disposal facilities to accomodate the additional load created by Elmer City and the intervening area as distinguished from those costs incidental to the updating and modifications of the sewage disposal facilities to meet environmental and water quality standards;

(3) The proportion of engineering and construction costs for the updating and modification of Coulee Dam sewage disposal plant to meet new environmental and water standards equal to the ratio of the population served by Elmer City and the intervening area sewage gathering facilities as compared to the total population served by the sewage disposal facilities;

(4) All costs of interim financing caused by any delay in receipt of grant funds, except that Coulee Dam

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shall participate in the proportion of interim financing costs attributable to its share of costs of updating its disposal facilities.

B. Coulee Dam shall pay the proportion of engineering and construction costs for the updating and modification of Coulee Dam sewage disposal plant to meet new environmental and water standards equal to the ratio of the population served by Coulee Dam sewage gathering facilities as compared to the total population served by the sewage disposal facilities.

C. Operation and Maintenance:

1. The following shall be considered operation and maintenance costs for the sewage disposal facilities:

(a) All labor incidental to operating the sewage disposal facilities, including, but not limited to, supervision, laboratory testing, sludge removal, maintenance, and fringe benefits.

(b) Repair and replacement parts, machinery, and equipment for such facilities.

(c) Chlorine and all other chemicals and products needed for operation and testing.

(d) Utilities, including heat, electricity, water, and communications.

(e) Operator and Supervisor Training and manuals.

(f) Depreciation and replacement according to approved municipal accounting standards.

(g) Amortization of debts, including interest.

(h) Overhead, including, but not limited to, transportation, insurance, office expense, and taxes.

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2. Flow measuring devices shall be maintained to record the flows generated by each town. All of the costs of operation and maintenance shall be paid by each town in proportion to the flows generated by each town. Coulee Dam shall administer the facilities and shall keep all records pertaining thereto and shall bill Elmer City its share thereof at intervals of once each three (3) months. Each town, respectively, shall establish rates for the gathering and disposal of sewage which shall be adequate to pay its share of costs provided for herein and to amortize any debt incurred for the construction of the planned facilities.

D. Subsequent Improvements and Modifications:

In event it becomes necessary to make subsequent enlargements, improvements, replacements and modifications to Coulee Dam sewage disposal facilities during the period of this agreement, the respective towns shall pay the costs thereof in proportion to the flow generated by each town for the year prior to the determination to incur such costs; provided, however, if such construction is required by anticipated changed requirements by either or both of the towns, then consideration shall be given to the proportion of use anticipated by such new requirements.

E. Budget and Funds for Operation and Maintenance of Facilities:

Coulee Dam shall establish and maintain a separate accounting for the cost of operation and maintenance of the sewage disposal facilities. Coulee Dam shall make a budget each year covering the anticipated receipts and expenditures related thereto and shall furnish Elmer City a copy thereof as well as an annual statement of actual receipts and expenditures incidental thereto.

ARTICLE V.

Methods of Termination of Agreement

This agreement may only be terminated by the mutual

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consent of both parties.

ARTICLE VI.

Provision for Administration

A. Each town will administer and operate its own sewer gathering facilities and be responsible for transmitting its sewage to the disposal facilities where the same shall be metered. Each town shall use its best efforts to restrict and prevent inflows into the system other than sanitary sewage flows. In event industrial use other than now existing is contemplated in such plant, then the parties shall negotiate to the end that equitable adjustment shall be made to reflect a proper allocation of the cost for such use, both as to operation and maintenance and cost of plant modifications. Coulee Dam shall operate and maintain the sewage disposal plant and shall administer the funds necessary therefor. Elmer City shall be the grant recipient and administrator of grant funds during the construction phase. It is intended that the same engineering firm will do the engineering for the entire project but shall be responsible to Elmer City for its sewage gathering facilities and shall be responsible to both parties for the sewage disposal plant. The towns may establish a joint committee to oversee administrative details.

B. During the construction phase Elmer City shall make payment for all of the costs incurred and shall render a detailed breakdown thereof to Coulee Dam. The proportion of costs to be made by Coulee Dam in excess of the ninety per cent (90%) grant funds as above provided shall be paid by Coulee Dam to Elmer City monthly as incurred.

ARTICLE VII.

Manner of Acquiring, Holding, and Disposing of Property

Title to the jointly used sewage disposal facilities shall be and remain in Coulee Dam. All real and personal property and easements incidental thereto shall be in the name of Coulee Dam.

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Any reserves or excess funds generated as a result of the operation and maintenance of said facilities shall be applied to future replacements and improvements; provided that in event of termination of this agreement by mutual agreement, consideration shall be given to division thereof in proportion to the amounts contributed by each town.

DATED, the 8th day of January, 1975.

TOWN OF COULEE DAM, WASHINGTON, a municipal corporation

By W P Dickerson
Mayor

Attest: Helen E Lee
Town Clerk

TOWN OF ELMER CITY, WASHINGTON, a municipal corporation

By Irving L. Seekins
Mayor

Attest: Doris A. Finch
Town Clerk

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT Made and entered into this 10th day of March, 1976, by and between THE TOWN OF COULEE DAM, WASHINGTON, a municipal corporation, hereinafter called Coulee Dam and THE TOWN OF ELMER CITY, WASHINGTON, a municipal corporation, hereinafter called Elmer City, WITNESSETH:

WHEREAS, an Agreement was entered into on the first day of January, 1975 by the Town of Coulee Dam, Washington hereinafter called Coulee Dam and the Town of Elmer City, Washington hereinafter called Elmer City relative to the construction of sewage facilities. A copy of this Agreement is attached hereto marked Exhibit "A" and made a part hereto as though set out in full herein.

The parties desire to add to said agreement and Amendment as hereinafter provided. For the consideration of the original Agreement of the first of January, 1975 and the covenants and conditions therein contained and for the consideration and covenants contained in this Supplemental Agreement, IT IS AGREED AS FOLLOWS:

1. There is hereby added to the Agreement of January 1, 1975, being marked Exhibit "A" and made a part hereto as though set out in full herein, the following clause:

(a) The parties agree that for the construction of the facilities and all costs relative thereto that Elmer City is obtaining a loan from the U.S. Department of Agriculture, Farmers Home Administration for ten (10%) percent thereof. The parties further agree that this ten (10%) percent of monies obtained by Elmer City from the Farmers Home Administration shall be designated as a connection charge but it is understood that such monies shall be used to assist in the updating of the Coulee Dam Sewer Plant as per attached Agreement Exhibit "A".

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

TOWN OF COULEE DAM, WASHINGTON, a municipal corporation

By _____
Mayor

Attest: _____
Town Clerk

TOWN OF ELMER CITY, a municipal corporation

_____
Mayor

Attest: _____
Town Clerk

TOWN OF COULEE DAM OFFICIAL SEAL STATE OF WASHINGTON

KELLY HANCOCK, P.S.
ATTORNEY AT LAW
P. O. BOX H
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RESOLUTION NO. 36

RESOLUTION DECLARING INTENT TO ENTER INTO AGREEMENT WITH THE TOWN OF COULEE DAM FOR JOINT USE AND MODIFICATION OF COULEE DAM SEWER TREATMENT FACILITIES CONTINGENT UPON FAVORABLE FINDINGS OF THE FACILITY PLANS

WHEREAS, the Towns of Coulee Dam and Elmer City now have under study and consideration Facility Plans whereby the Sewer Treatment Facilities of Coulee Dam would be modified and improved and would be utilized for sewage treatment for both towns; and

WHEREAS, if the findings made pursuant to such study and facility plans are favorable and the towns determine to proceed with the project, then it will be necessary to enter into an agreement for the financing, construction, and operation of the facilities,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE TOWN OF ELMER CITY that if the most economical approach to treatment of sewage from both towns is a sharing of the present Coulee Dam Sewage Treatment Plant with modifications that satisfy the present and future needs of both communities, then the Town of Elmer City will enter into an agreement for such joint use and will agree to pay its fair share of the cost of modifying and upgrading of the Coulee Dam treatment plant.

ADOPTED, this 1st day of August, 1974.

Lawrence L. Lockhart
MAYOR

Attest: Doris P. Finch
TOWN CLERK

RESOLUTION NO. 78

RESOLUTION DECLARING INTENT TO ENTER INTO AGREEMENT WITH ELMER CITY FOR JOINT USE AND MODIFICATION OF COULEE DAM SEWER TREATMENT FACILITIES CONTINGENT UPON FAVORABLE FINDINGS OF THE FACILITY PLANS

WHEREAS, the Towns of Coulee Dam and Elmer City now have under study and consideration Facility Plans whereby the Sewer Treatment Facilities of Coulee Dam would be modified and improved and would be utilized for sewage treatment for both towns; and

WHEREAS, if the findings made pursuant to such study and facility plans are favorable and the towns determine to proceed with the project, then it will be necessary to enter into an agreement for the financing, construction, and operation of the facilities,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE TOWN OF COULEE DAM that if the most economical approach to treatment of sewage from both towns is a sharing of the present Coulee Dam Sewage Treatment Plant with modifications that satisfy the present and future needs of both communities, then the Town of Coulee Dam will enter into an agreement for such joint use and will agree to pay its fair share of the cost of modifying and upgrading of its treatment plant.

ADOPTED, this 14th day of August, 1974.

W. A. Dickerson
MAYOR

Attest: Helen E. Rice
TOWN CLERK

RESOLUTION NO. 79

RESOLUTION DECLARING INTENT TO ESTABLISH EQUITABLE USER CHARGE SYSTEM UPON CONSTRUCTION OF MODIFICATIONS AND UPGRADING OF SEWER TREATMENT PLANT

WHEREAS, the Town of Coulee Dam has under consideration the modification and upgrading of its sewer treatment facilities and studies are going forward in conjunction with the Town of Elmer City for the combined use of such facilities, and

WHEREAS, a portion of the finances to make such modifications and improvements will be provided from the State of Washington, Department of Ecology and one of the requirements in consideration thereof is that the town establish an Equitable User Charge System,

NOW, THEREFORE, the Council of the Town of Coulee Dam hereby resolve that upon development of the proposed sewage treatment facilities as outlined in the Plan of Study, an Equitable User Charge System will be adopted for the Town of Coulee Dam.

ADOPTED, this 14th day of August, 1974.

W A Dickerson
MAYOR

Attest: Nella E Lee
TOWN CLERK

RESOLUTION NO. 80

RESOLUTION approving SEWERAGE FACILITIES PLAN Proposing Joint Utilization of Coulee Dam Sewage Disposal Facilities by the Towns of Elmer City and Coulee Dam.

WHEREAS, the Town of Elmer City has prepared a Sewerage Facilities Plan by and through its Engineers, Stevens, Thompson & Runyan, Inc., dated September, 1974, whereby it is proposed that the Towns of Elmer City and Coulee Dam under an intergovernmental cooperative agreement will jointly use and improve the Coulee Dam sewage disposal facilities; and

WHEREAS, the Town of Coulee Dam has reviewed such plan and desires to implement the same,

NOW, THEREFORE, the Council of the Town of Coulee Dam hereby resolves as follows:

1. Said Sewerage Facilities Plan is hereby approved.

2. The Town of Coulee Dam, in cooperation with the Town of Elmer City, shall implement and carry out said plan as soon as practical.

ADOPTED, this 23rd day of December, 1974.

Wm A Dickerson
MAYOR

ATTEST: Nella E Rice
TOWN CLERK

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