☆RECEIVED☆
APR 07 2026

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO.	2026-17
JOB DESCRIPTION	Costs for Sewer Treatment
DATE	March 31, 2026

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
01/31/2026	January 2026 - Sewer Treatment	173	$99.98	$17,296.54
02/28/2026	February 2026 - Sewer Treatment	173	$99.98	$17,296.54
03/31/2026	March 2026 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Total Quarterly ERU's	**519**		
	Rev # 420..343 50 10			**$51,889.62**

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is based on the 12-12-2025 Order *G*ranting *Plaintiff* Coulee Dam*'s* Motion for Preliminary In*j*unction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

CLAIM VOUCHER

TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10720

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2026-17	4/16/2026	4/9/2026			
			405-000-000-535-80-40-00	Sewer Treatment	$51,889.62
			1st Q 2026 treatment		
				Invoice Total:	**$51,889.62**
				Vendor Total:	**$51,889.62**

☆RECEIVED☆
JUL 07 2026

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2026-26
JOB DESCRIPTION Costs for Sewer Treatment
DATE June 30, 2026

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT	
04/30/2026	April 2026 - Sewer Treatment	174 ~~173~~	$99.98	$17,296.54	174
05/31/2026	May 2026 - Sewer Treatment	171 ~~173~~	$99.98	$17,296.54	170
06/30/2026	June 2026 – Sewer Treatment	173	$99.98	$17,296.54	171 / 515
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**				
	Total Quarterly ERU's	~~519~~ 516			
	Rev # 420..343 50 10			**$51,889.62**	

-99.98
51,789.64
-51,459.70
should have
330.24

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

CLAIM VOUCHER

TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10783

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2026-26 - 518 ERA @ $99.98	7/9/2026	7/9/2026			
			405-000-000-535-80-40-00	Sewer Treatment	$51,789.64
				Invoice Total:	**$51,789.64**
				Vendor Total:	**$51,789.64**

☆RECEIVED☆
OCT 08 2026

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2026-30
JOB DESCRIPTION Costs for Sewer Treatment
DATE September 30, 2026

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
07/31/2026	July 2026 - Sewer Treatment	173	$99.98	$17,296.54
08/31/2026	August 2026 - Sewer Treatment	173	$99.98	$17,296.54
09/30/2026	September 2026 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Total Quarterly ERU's	**519**		
	Rev # 420..343 50 10			**$51,889.62**

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

10868

CLAIM VOUCHER
TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

AY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

OR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Inv # 2026-30 3rdQ treatment	10/8/2026	10/8/2026	405-000-000-535-80-40-00	Sewer Treatment	$51,889.62
				Invoice Total:	**$51,889.62**
				Vendor Total:	**$51,889.62**

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

☆RECEIVED☆
JAN 06 2026

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-37
JOB DESCRIPTION Costs for Sewer Treatment
DATE December 31, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
10/31/2025	October 2025 - Sewer Treatment	173	$99.98	$17,296.54
11/30/2025	November 2025 - Sewer Treatment	173	$99.98	$17,296.54
12/31/2025	December 2025 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Total Quarterly ERU's	**519**		

Rev # 420..343 50 10

~~$51,889.62~~ See Note
$24,299.15

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

X
Jesse Tillman, Mayor

☆RECEIVED☆
DEC 24 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

MODIFIED 12/15/2025**

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-32 (C)
JOB DESCRIPTION Costs for Sewer Treatment
DATE October 29, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
7/31/2025	July 2025 - Sewer Treatment	173	$99.98	$17,296.54
8/31/2025	August 2025 - Sewer Treatment	173	$99.98	$17,296.54
9/30/2025	September 2025 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Total Quarterly ERU's	**519**		
	Rev # 420..343 50 10			**$51,889.62**

11/20/2025 **Payment Received** (21,984.84)

BALANCE DUE **$29,904.78**

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is modified based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

☆RECEIVED☆
DEC 24 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

MODIFIED 12/15/2025**

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-27 (C)
DATE July 23, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
4/30/2025	April 2025 - Sewer Treatment	173	$99.98	$17,296.54
5/31/2025	May 2025 - Sewer Treatment	173	$99.98	$17,296.54
6/30/2025	June 2025 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Total Quarterly ERU's	**519**		
	Rev # 420..343 50 10			**$51,889.62**
9/2/2025	Payment Received			(21,984.84)
			BALANCE DUE	**$29,904.78**

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is modified based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**

Per the Attorny for the Town of Elmer City, we only owe the $99.98 starting 12/12/2025, forward.			
Date	ERU	Rate	Amount Owing
Oct 2025	171	$ 42.36	$ 7,243.56
Nov 2025	172	$ 42.36	$ 7,285.92
Dec 2025	173		
Dec 1-11, 2025	61.4	$ 42.36	$ 2,600.90
Dec 12-31, 2025	111.6	$ 99.98	$ 11,157.77
			$ 28,288.15

173 /31= 5.58 ERU per day

CLAIM VOUCHER
TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10649

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2025-37	1/14/2026	1/15/2026			
			405-000-000-535-80-40-00	Sewer Treatment	$28,288.15
			4th Quarter		
				Invoice Total:	**$28,288.15**
				Vendor Total:	**$28,288.15**

☆RECEIVED☆
NOV 03 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-32
JOB DESCRIPTION Costs for Sewer Treatment
DATE October 29, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
07/31/2025	July 2025 - Sewer Treatment	173	$159.96	$27,673.08
08/31/2025	August 2025 - Sewer Treatment	173	$159.96	$27,673.08
09/30/2025	September 2025 – Sewer Treatment	173	$159.96	$27,673.08
	Total ERU's based on letter and reports provided by Elmer City regarding 1st Qtr Billing **Total Quarterly ERU's**	**519**	$42.36	

Rev # 420..343 50 10

$83,019.24
TOTAL DUE

$21,984.84

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

CLAIM VOUCHER

TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10603

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2025-32 3rd Q	11/13/2025	11/13/2025			
			405-000-000-535-80-40-00	Sewer Treatment	$21,984.84
			519 ERU @ $42.36		
				Invoice Total:	**$21,984.84**
				Vendor Total:	**$21,984.84**

☆RECEIVED☆
AUG 04 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-27
JOB DESCRIPTION Costs for Sewer Treatment
DATE July 23, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
04/30/2025	April 2025 - Sewer Treatment	173	~~$159.96~~	~~$27,673.08~~
05/31/2025	May 2025 - Sewer Treatment	173	~~$159.96~~	~~$27,673.08~~
06/30/2025	June 2025 – Sewer Treatment	173	~~$159.96~~	~~$27,673.08~~
	Total ERU's based on letter and reports provided by Elmer City regarding 1st Qtr Billing			
	Total Quarterly ERU's	**519**	x 42.36	
				~~**$83,019.24**~~
				TOTAL DUE

Rev # 420..343 50 10

$21,984.84

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

CLAIM VOUCHER

TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10520

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2025-27 2nd Q 2025	8/13/2025	8/14/2025			
			405-000-000-535-80-40-00	Sewer Treatment	$21,984.84
				Invoice Total:	**$21,984.84**
				Vendor Total:	**$21,984.84**

☆RECEIVED☆
APR 14 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-21
JOB DESCRIPTION Costs for Sewer Treatment
DATE April 7, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
01/31/2025	January 2025 - Sewer Treatment	219	$159.96	$35,031.24
2/28/2025	February 2025 - Sewer Treatment	219	$159.96	$35,031.24
3/31/2025	March 2025 – Sewer Treatment	219	$159.96	$35,031.24
	Rate and total ERU's based on the attached Notice of fee structure and figures reported on the attached Department of Ecology underwriting worksheet relating to Elmer City's funding application			
	Rev # 420..343 50 10			**$105,093.72**
				TOTAL DUE

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

ETTER, McMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.

ATTORNEYS & COUNSELORS

WILLIAM F. ETTER*
STEPHEN M. LAMBERSON*
RONALD A. VAN WERT‡
CARL J. ORESKOVICH■
MICHAEL F. CONNELLY
MEGAN C. CLARK*
ROBERT F. GREER♦
BRAD E. SMITH*
ANDREW M. WAGLEY*
MAIJA M. DRUFFEL*
PATRICK S. KEEFE
SAMIR DIZDAREVIC-MILLER*
MICAH J. DUNLAP

618 WEST RIVERSIDE AVENUE, SUITE 210
SPOKANE, WASHINGTON 99201
(509) 747-9100
FAX (509) 623-1439
TAX ID #91-1291936

MICHAEL J. McMAHON (RET. 2021)
R. MAX ETTER, SR. (1910-1993)

*WA & ID
■WA & MT
‡WA, ID, & AZ
♦WA, ID & CA

February 13, 2025

Brian M. Werst
Jeffrey R. Galloway
Witherspoon Brajcich McPhee, PLLC
601 West Main Avenue, Suite 1400
Spokane, Washington 99201

Via email only (bwerst@workwith.com; jgalloway@workwith.com)

Re: Town of Coulee Dam in re: Sewage treatment for the Town of Elmer City

Dear Counsel:

It is my understanding that Attorney Deanna Willman is no longer associated with your firm and that this correspondence is appropriately addressed to Attorneys Werst and Galloway. Mr. Werst has been previously involved with this matter on behalf of the Town of Elmer City ("Elmer City") while Ms. Willman was on parental leave and is aware that we represent the Town of Coulee Dam ("Coulee Dam"). As Mr. Werst is familiar with this matter, I will forego a detailed history herein. It is crucial, nevertheless, to recognize that there is no longer a binding agreement between Coulee Dam and Elmer City for the treatment of Elmer City's sewage; the prior agreement expired on December 31, 2024.

On April 14, 2023, Coulee Dam notified Elmer City that the prior agreement would not be renewed and that Elmer City had to find alternative means to treat its sewage. Elmer City has failed to find such alternative means. As detailed below, Elmer City not only failed to establish an alternative means to treat its sewage, but resolved to have Coulee Dam continue to treat its sewage while acting in bad faith by failing to notify Coulee Dam of such intent and by intentionally concealing key funding information prior to and during negotiations for a new agreement.

This shall serve as notice of the new fee structure for the treatment of Elmer City's sewage effective January 1, 2025, and as notice of Coulee Dam's intent to hold Elmer City accountable for its breach of the prior agreement and damages therefrom. Coulee Dam is willing to continue to try to resolve its dispute with Elmer City, but only if Elmer City demonstrates good faith and transparency during negotiations.

In an open public meeting on January 15, 2025, the Coulee Dam Town Council voted to charge Elmer City a rate of $159.96 per ERU for sewage treatment, which is calculated by doubling the sewage rate of $79.98 applicable to Coulee Dam residents. This differential reasonably accounts for the risk of liability assumed by Coulee Dam for treating Elmer City's sewage without any agreement indemnifying Coulee Dam for such treatment, for Coulee Dam's maintenance and administrative costs to operate the wastewater treatment plant and lift station necessary to treat Elmer City's sewage, for the additional damage wrought on the lift station and wastewater treatment plant from Elmer City's failure and refusal to pretreat its sewage prior to reaching the lift station in the Coulee Dam wastewater treatment plant, and for the debt service Coulee Dam is obligated to pay on the wastewater treatment plant.

Notably, Elmer City should not be alarmed by the doubling differential applied here as records show that this is less than the differential Elmer City charges for providing water to customers outside of its Town limits. This rate will be reflected in the next quarterly statement sent to Elmer City. Please confirm that you will advise Elmer City of this notice. If such confirmation is not received by Tuesday, February 18, 2025, I will direct Coulee Dam to send a notice to Elmer City with this letter attached along with copies to you.

Coulee Dam remains willing to negotiate a new wastewater treatment agreement with Elmer City, but only if Elmer City ceases its bad faith negotiations.

On July 2, 2024, Coulee Dam made a good faith proposal to Elmer City in which Elmer City would pay a lump sum payment towards the construction of the lift station used exclusively to treat its sewage, a proportionate share of the debt service to date on the wastewater treatment plant, monthly payments based on a proportionate share of the debt service during the life of the agreement, and monthly payments based on Elmer City's share of the flow rate. This proposal was consistent with the terms of the expiring agreement.

On October 1, 2024, Elmer City made its first counteroffer. Without any specifics, Elmer City proposed being "billed as a customer [based on a] reasonable ERU," not paying any expenses related to construction, and adding water to its sewage as a pretreatment method. Elmer City's refusal to pay for the construction of the wastewater treatment plant, which it has failed to do to date, is in breach of the expired agreement with Coulee Dam. Elmer City has continued to take such a position despite taking a contrary position to obtain funding from the Department of Ecology, which Elmer City intentionally concealed from Coulee Dam during negotiations. Despite requests from Coulee Dam's counsel, both verbally and in writing during negotiations, Elmer City never disclosed information on funding awarded by the Department of Ecology. Only by way of a public records request to the Washington Department of Ecology and Washington Department of Commerce was Coulee Dam able to obtain documents reflecting Elmer City's application for and approval of the Department of Ecology's funding.

Based on a $30,000 grant from the Department of Commerce, Elmer City procured a Wastewater Facility Plan Amendment from Gray & Osborne, Inc. ("G&O Plan") dated October 7, 2022 (provided herewith for ease of reference). The G&O Plan was never provided by Elmer City to Coulee Dam. That plan, independent of Coulee Dam's complaints of the corrosive nature and deteriorative effect of Elmer City's sewage on the Coulee Dam wastewater treatment plant, described the same effect on Elmer City's manholes long before it reaches Coulee Dam:

> While the sewage is in the pipes, it becomes septic and hydrogen sulfide is created. When it enters the manholes, it reacts with the air and hydrosulfuric acid is formed, which causes corrosion and deterioration of the manholes and will result in significant cracking and spalling of the structures within the planning period.

Elmer City has refused to date to effectively pretreat its sewage before reaching Coulee Dam. Elmer City's suggestion to just add water is ineffective, unlawful, and only serves to increase costs. When asked about such a remedy, Coulee Dam's outside wastewater treatment plant engineers and consulting experts explained (provided for ER 408 settlement discussions only and without waiving any privileges):

- Coulee Dam's municipal code does not allow this (see [CDMC] 13.05.100(3)(c)). Nor is this an acceptable form of pre-treatment per EPA guidance.
- Adding potable water to the wastewater system consumes system capacity. Treatment plant capacity is limited by a number of factors including hydraulic capacity. Thus, adding any flow to the system (including running potable water or other non-wastewater into their lift station) consumes treatment plant capacity.
- [S]easonal infiltration and inflow (I&I) was considered during design and capacity included to accommodate seasonal I&I sources. However, if Elmer City discharges additional flows to their lift station (regardless of if it's a new connection or potable water), that additional flow will be in addition to seasonal flows and therefore consumes plant capacity.

• Regarding the letter that was attached to [Elmer City's response]:

- The letter is written by someone who is not an engineer and does not seem to understand the problem—it appears he thinks the problem is related to the pH of Elmer City's sewage at the outset. No further response is warranted.
- The issue is well documented in Gray & Osborn's Town of Coulee Dam Wastewater Facilities Plan (February 2011 – starting on page 6-2) and in our Technical Memorandum TM-03 Elmer City lift Station Recommendations (October 14, 2016). The long residence time in the force main from [Elmer] City's lift station to the WWTP results in anaerobic wastewater conditions (i.e. all available oxygen is consumed by the wastewater). The byproducts of the anaerobic condition are odors and corrosive gasses that are released when discharged. The corrosive gasses damage infrastructure and the odors are objectionable. Alternatives were evaluated in the G&O report and reiterated in our TM-03. It is my understanding that Elmer City has been given copies of these documents on more than one occasion.

The G&O Plan also notes the need to replace two lift stations in Elmer City, which is consistent with the need and ultimate decision to replace the lift station currently servicing Elmer City's sewage in Coulee

Dam's wastewater treatment plant. The need for a new lift station in the Coulee Dam wastewater treatment plant was also detailed in a September 2017 Elmer City Wastewater Preliminary Engineering Report from Belsby Engineering to Elmer City. Despite this, Elmer City refuses to pay anything towards the lift station in the Coulee Dam wastewater treatment plant.

Significantly, the G&O Plan acknowledges four alternatives for the treatment of Elmer City's sewage. Alternative 1 is continuing to have Coulee Dam treat their sewage. The other three alternatives require Elmer City to develop its own sewage treatment option. The G&O Plan expressly states, "At this time, [Elmer City] has chosen to pursue the Facility Plan Alternative 1," *i.e.*, continue to have Coulee Dam treat its sewage. Elmer City never advised Coulee Dam of this choice. Moreover, Elmer City used this choice and the G&O Plan to apply for and obtain almost $3.5 million in approved funding from the Department of Ecology, which Elmer City also did not disclose to Coulee Dam.

By way of a Department of Ecology agreement with Elmer City signed by Mayor Tillman on August 19, 2024 (provided herewith for ease of reference), for the above-referenced funding, the Department of Ecology found:

> Elmer City evaluated alternatives for wastewater treatment and determined that a new contract for wastewater treatment with Coulee Dam provided the best value for both communities. The Town's current contract with Coulee Dam for wastewater treatment will expire in December 2024. To continue to receive treatment from Coulee Dam, the RECIPIENT must negotiate a new contract for those services. Coulee Dam recently completed reconstruction of a new WWTF with grant and loan financing primarily from USDA-RD. The Town of Elmer City anticipates that a new contract will include a "service fee" or "connection fee" for a portion of the loans that Coulee Dam obtained to build the WWTF. To date, Elmer City has not paid anything related to the capital cost of the Coulee Dam WWTF Upgrades. This application is for the Town of Elmer City to obtain financing for the service fee (connection fee) agreed to within the new negotiated contract for wastewater service.

Ultimately, the Department of Ecology awarded $1,622,000 for the following:

> The RECIPIENT will pay a one-time service fee to the City of Coulee Dam for wastewater treatment. This is similar to a connection fee. Coulee Dam procured grants and loans to construct a new WWTF. It is anticipated that The Town of Elmer City will be responsible for their proportionate share of the RD loans and fees. Based on the RD Letter of Conditions, the RD Outlay Report and the RD Amortization Reports for those loans, it is anticipated that Elmer City will be responsible for $1,622,000 in financing. This Task would be to pay the City of Coulee Dam their portion of the loans and fees required for treatment.

Despite its proclamations and agreement with the Department of Ecology, not only did Elmer City fail to inform Coulee Dam of this funding for a "one-time service fee," Elmer City's proposal for a new agreement excluded a service fee. It is also apparent that Elmer City recognized its need to pay its

"portion of the loans and fees required for treatment." Yet, again, Elmer City expressly excluded such from its proposal. This was in bad faith.

On November 13, 2024, without knowledge of the Department of Ecology funding, Coulee Dam, in good faith, proposed new terms of an agreement adopting a per ERU approach as proposed by Elmer City, a reduced lump sum payment of $350,000, and pretreatment of Elmer City's sewage.

On December 16, 2024, without explanation, Elmer City reversed its position on an ERU-based model and proposed a new approach that would be based on prior year flow rates and, again, entail adding water as a "pretreatment" of Elmer City's sewage. Elmer City once again refused to pay a lump sum. Elmer City made this offer without reference to the Department of Ecology funding or Elmer City's proclamations in obtaining such funding, despite a specific request for information from Coulee Dam's counsel for the same information. Elmer City's unexplained change in approach and failure to divulge vital information to achieve agreement prior to expiration of the prior agreement appears intentional. At the very least it reflects continued bad faith by Elmer City.

Coulee Dam will apply the new fee structure to the treatment of Elmer City's sewage as detailed above. Unless Elmer City comes forward in good faith and transparency to negotiate a more long term agreement with the Department of Ecology funding and objectives in mind, including payment of Elmer City's share of past loans and fees and pretreatment of its sewage, Coulee Dam will proceed with a lawsuit for breach of contract, injunctive relief, and any other available remedies against Elmer City to recover its damages and to compel Elmer City to appropriately pretreat its sewage.

I look forward to working with you to try to resolve this matter without court intervention.

Sincerely,
ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.

Ronald A. Van Wert
Megan C. Clark
Attorneys at Law

Underwriting Assessment Tool		Directions/Explanations/Comments
This worksheet is used by the Community Economic Revitalization Board, Department of Ecology, Department of Health, and Public Works Board to help assess if a public body applying for funding can afford to finance the project with a loan. The agencies review financial statements from the past 3 years, accountability and financial audit reports from the past 3 years, and an applicant's ability to access funds to repay a loan and cover operations, maintenance, and repair costs. The agencies complete the blue-highlighted cells with publicly-available information and, when needed, information provided by funding applicants. The agencies may request additional information and use additional indicators of financial health if		
Date of Underwriting (Financial Capability) Assessment:	04/05/23	
Application Number:	WQC-2024-ToElCi-00142	
Basic Information		
Accounting Basis:	Cash basis	•Use dropdown menu.
Is there a dedicated source to repay a loan and cover operations, maintenance, and repair?	Yes	•Use dropdown menu. If "No", explain how the applicant will ensure repayment of a loan and cover operations, maintenance, and repair.
Type of Fund Used for Loan Security:	Revenue-secured	•Use dropdown menu. •Revenue-secured = Obligation is secured by a pledge of the revenue of a utility–for example, when a recipient charges a fee for a utility service such as wastewater fees. •General Obligation = Obligation is secured by annual taxes levied–for example, when a recipient uses its General Fund. •General Obligation from Special Assessment = Obligation is secured by special assessments levied–for example, when a recipient has a ULID or when there is a specific assessment based on home value. •Tribal Government Enterprise = Obligation is secured through a tribal source–for example, when a recipient uses a tribal enterprise fund.
Loan Information		•The "Estimated Annual Debt Service From New Loan" is based on a simple interest amortization.
Loan Request:	$1,799,784	
Loan Term:	30	
Loan Interest Rate:	1.1%	
Estimated Annual Debt Service From New Loan:	$70,761	
Current Ratio		•The Current Ratio = Current Assets ÷ Current Liabilities. •The Current Ratio is a measure of liquidity. The greater the liquidity, the easier it is to respond to short-term needs for financial resources. •The Current Ratio only applies to accrual basis accounting. •The Current Ratio should be >2.0.
2019 Current Assets:	Not Applicable	
2019 Current Liabilities:	Not Applicable	
2019 Current Ratio:	Not Applicable	
2020 Current Assets:	Not Applicable	
2020 Current Liabilities:	Not Applicable	
2020 Current Ratio:	Not Applicable	
2021 Current Assets:	Not Applicable	
2021 Current Liabilities:	Not Applicable	
2021 Current Ratio:	Not Applicable	
Operating Ratio		•The Operating Ratio = Operating Revenues ÷ Operating Expenses. •The Operating Ratio is a measure of efficiency, indicating the ability to cover expenses with revenues. •The Operating Ratio should be >1.0. •Operating Revenues = "Charges for Goods and Services" under the "Revenues Total" heading. For combined utilities, expand the selection to find the figure for the specific utility. •Operating Expenses = "Utilities" under the "Expenditures Total" heading. For combined utilities, expand the selection to find the figure for the specific utility.
2019 Operating Revenues:	$95,899	
2019 Operating Expenses:	$52,832	
2019 Operating Ratio:	1.82	
2020 Operating Revenues:	$98,360	
2020 Operating Expenses:	$110,909	
2020 Operating Ratio:	0.89	
2021 Operating Revenues:	$102,756	
2021 Operating Expenses:	$53,316	
2021 Operating Ratio:	1.93	
Debt Service Coverage Ratio		•The Debt Service Coverage Ratio = Net Operating Income ÷ Annual Debt Service. •The Debt Service Coverage Ratio is a measure of the cash flow available to pay current debt obligations. •The Debt Service Coverage Ratio should be >1.5. •Debt Service = "Debt Service Total". For combined utilities, expand the selection to find the figure(s) for the specific utility.
2019 Net Operating Income:	$43,067	
2019 Debt Service:	$0	
2019 Debt Service Coverage Ratio:	#DIV/0!	
2020 Net Operating Income:	-$12,549	
2020 Debt Service:	$0	
2020 Debt Service Coverage Ratio:	#DIV/0!	
2021 Net Operating Income:	$49,440	
2021 Debt Service:	$0	
2021 Debt Service Coverage Ratio:	#DIV/0!	
New Debt Service Coverage Ratio With Loan(s) for Project		
Current Net Operating Income:	$49,440	
New Debt Service:	$70,761	
New Debt Service Coverage Ratio:	0.70	
Ecology Requested Information for User Rates Plan Requirement		•Obtain information from the Funding Request form and "MHI, Population, Households" worksheet as applicable. •If the applicant does not provide an ERUs figure, but you know one applies, estimate ERUs by mutiplying the ACS estimated number of households on the "MHI, Population, Households" worksheet by 125%.
2021 Annual Facility Costs if Applicable	$53,316	
Equivalent Residential Units (ERUs) if Applicable	219	
Median Household Income (MHI) if Applicable	$52,500	
Future Average Monthly Fee per ERU Needs to be at Least	$47.21	
Future Affordability Ratio	1.08	
Apply the User Rates Plan requirement to the funding agreement?	Yes	•Use dropdown menu. •Unless you know the applicant has an adequate user rate plan, their finances look really good, or there are other extenuating circumstances, check "Yes" if: (1) wastewater-hardship project, (2) Step 2 or Step 4 project where population <25K and MHI <80% of State MHI, (3) Future Affordability Ratio >2.0, and (4) latest Operating Ratio <1.0. If "Yes", apply this: **Requirement**: Due to XXX if the applicant is not already developing or implementing an adequate user rate plan, apply the following condition to the funding agreement: "The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan and the estimated debt for construction. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment. {optional additional language} The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases." •If repayment or operations/maintenance appears to be contingent on the applicant receiving support from other communities/systems, consider requiring a signed Memorandum of Agreement between the parties before signing a funding agreement.
Financial Condition Comments:		•The new debt service ratio is lower then desired, the city needs to do a rate study and possibly increase rates. The affordability ratio indicates they could afford the increase.
Audit Report Review Comments:		•2022 and 2018 Accountability Audits-No findings.
Funding Agreement Recommendations or Requirements:		• Requirement: Due to XXX if the applicant is not already developing or implementing an adequate user rate plan, apply the following condition to the funding agreement: "The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan and the estimated debt for construction. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment. {optional additional language} The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases."

Town of Elmer City

P.O. Box 179
Elmer City, WA 99142
509-633-2872 • clerk@townofelmercity.com
www.townofelmercity.com

June 23, 2025

COPY

Dear Coulee Dam

I would like to explain why this payment is late in coming and not for the amount that was billed.

I was waiting for a reply to the letter sent by Elmer City's attorney dated April 14, 2025 requesting an explanation as to why $159.96 is a reasonable and non-discriminatory rate. The invoiced amount of $105,093.72 is charging our ERU customers $205.50 a month, this is not a reasonable and non-discriminatory rate.

Since a response was not given, Elmer City believes that a rate of $42.36 is more than reasonable. Per the enclosed spread sheet, Elmer City paid $12.75 per ERU in 2024 and if 20% of the loan was paid, the amount per ERU would have been $22.61, for a total of $35.36 per ERU. We realize that is below Coulee Dam's residents' rate, but Elmer City has its own collection system.

The amount of $42.36 is for sewer treatment in the amount of $12.75 per ERU and $22.61 per ERU for 20% of the loan and another $7 per ERU for inflation, to help with reserves or any other unforeseen costs.

The enclosed Charge Activity report shows 519 ERU's for the 1st quarter of 2025.

It is my hope as the mayor of Elmer City you will accept this payment of $21,984.84 for the 1st quarter of 2025 for sewer treatment, as this amount is in good faith.

Jesse O Tillman

Mayor for the Town of Elmer City,

Mayor Jesse Tillman, Councilmembers Michael Humiston, William Dunlap, Clara Carson, Flora Long, and Terje Berg, and Maintenance/Water Specialist Jimmer Tillman and Clerk/Treasurer Kelly Ross.

2016 total ERU for 2024. 168 total ERU a month

Elmer City paid 1st Q 2024	Elmer City paid 2nd Q 2024	Elmer City paid 3rd Q 2024	Elmer City paid 4th Q 2024	Total Paid for 2024	Elmer City had 2016 ERU's in 2024 and paid $12.75 per ERU	Coulee Dam yearly loan payment $227,820.00 Elmer City to pay 20% of loan = $45,5664. $22.61 per ERU	**Total ERU paid in 2024. With 20% of CD loan**
$8,254.61	$5,995.45	$4,470.52	$6,979.39	$25,699.97	$12.75	$22.61	**$35.36**

Elmer City believes $42.36 per ERU for 2025, is a far amount. The amount of $35.36 is for treatment and 20% of loan and another $7 for inflation.

Elmer City had 519 ERU for 1st Q 2025	Elmer City had ___ ERU for 2nd Q 2025	Elmer City had ___ ERU for 3rd Q 2025	Elmer City had ___ ERU for 4th Q 2025				
$21,984.84							

10483

CLAIM VOUCHER
TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

PAY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

FOR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by:

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Sewer Treatment 1st Q 2025	6/23/2025	6/12/2025			
			405-000-000-535-80-40-00	Sewer Treatment	$21,984.84
				Invoice Total:	**$21,984.84**
				Vendor Total:	**$21,984.84**

☆RECEIVED☆
JAN 31 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO. 2025-10
JOB DESCRIPTION Share Costs for Sewer Treatment Plant
DATE January 23, 2025

DATE	SERVICE DESCRIPTION	GALLONS	RATE	AMOUNT
12/31/2024	Quarterly Sewer Cost Share Billing:			
	4th Qtr Cost Share for Sewer Treatment Plant; **ending date 12/31/2025**	2,091,000	.003290	$6,879.39
	ADMINISTRATION FEE	1	$100.00	$100.00
	Enclosed for your records are copies of the Waste Water Trmt Plant Expenditure Report and Qtrly Cost Share.			
	Rev # 420..343 50 10			**$6,979.39**
				TOTAL DUE

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

Elmer City Cost Share

Sewer Treatment Plant

Quarter (Billed For)

Description	4th - 2023	1st - 2024	2nd - 2024	3rd - 2024	4th - 2024
Date ending	12/31/2023	03/31/2024	06/30/2024	09/30/2024	12/31/2024
Y.T.D. Expenditures	**$211,451.30**	**$51,805.48**	**$90,416.58**	**$130,608.03**	**$176,915.06**
Pre. Month Y.T.D.	$149,401.37	$0.00	$51,805.48	$90,416.58	$130,608.03
Total Oper/Trmt Costs	**$62,049.93**	**$51,805.48**	**$38,611.10**	**$40,191.45**	**$46,307.03**

Total Flow	**74,430,000**	**88,608,000**	**105,273,000**	**121,320,000**	**135,395,000**
Pre. Total Flow	60,288,000	74,430,000	88,608,000	105,273,000	121,320,000
Qtrly Flow Total	**14,142,000**	**14,178,000**	**16,665,000**	**16,047,000**	**14,075,000**

Total Oper/Trmt Costs	$62,049.93	$51,805.48	$38,611.10	$40,191.45	$46,307.03
Qtrly Flow Total	14,142,000	14,178,000	16,665,000	16,047,000	14,075,000
Cost per Gallon	0.004388	0.003654	0.002317	0.002505	0.003290
Elmer City Flow Read	**11,033,000**	**13,511,000**	**15,667,000**	**17,771,000**	**19,862,000**
Prev. Elmer City Flow Read	8,667,000	11,033,000	13,511,000	15,667,000	17,771,000
Previous Read					
Switch- out					
Total Usage/Elmer City	**2,366,000**	**2,478,000**	**2,156,000**	**2,104,000**	**2,091,000**
Billing Amount	$10,382.01	$9,054.61	$4,995.45	$5,270.52	$6,879.39

Billing Amount = Cost per Gallon*Total Usage/Elmer

WWTP Expenditure - 4th Qtr 2024

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
WWTP Department Fund						
Expenditure						
Sewer Operation Utilities						
420-000-056-535-80-10-00	Salaries And Wages	$5,171.84	$58,966.71	$58,900.00	100.11%	($66.71)
420-000-056-535-80-20-00	Personnel Benefits	$3,181.81	$33,433.33	$35,050.00	95.39%	$1,616.67
420-000-056-535-80-31-00	Office & Operating Supplies	$1,824.46	$12,621.05	$25,500.00	49.49%	$12,878.95
420-000-056-535-80-31-01	Operating-Public Wks-Uniforms	$200.00	$290.44	$800.00	36.31%	$509.56
420-000-056-535-80-32-00	Fuel Consumed IN Vehicles	$64.80	$1,709.10	$2,000.00	85.46%	$290.90
420-000-056-535-80-35-00	Small Tools & Equipment	$0.00	$0.00	$1,200.00	0.00%	$1,200.00
420-000-056-535-80-41-00	Professional Services	$2,742.00	$36,240.88	$20,000.00	181.20%	($16,240.88)
420-000-056-535-80-42-00	Communications	$146.88	$1,203.58	$1,500.00	80.24%	$296.42
420-000-056-535-80-43-00	Travel	$0.00	$844.53	$1,500.00	56.30%	$655.47
420-000-056-535-80-46-01	Insurance: Ciaw	$0.00	$7,757.52	$7,000.00	110.82%	($757.52)
420-000-056-535-80-46-02	Insurance: Foisy	$0.00	$334.51	$350.00	95.57%	$15.49
420-000-056-535-80-47-00	Public Utility Service	$3,729.11	$37,697.75	$37,500.00	100.53%	($197.75)
420-000-056-535-80-48-00	Repairs & Maintenance	$0.00	$7,823.10	$10,000.00	78.23%	$2,176.90
420-000-056-535-80-49-00	Miscellaneous	$330.44	$1,935.03	$500.00	387.01%	($1,435.03)
420-000-056-535-80-53-00	State B&O-Elmer City Treatment	$0.00	$0.00	$0.00		$0.00
Total Sewer Operation Utilities		**$17,391.34**	**$200,857.53**	**$201,800.00**	**99.53%**	**$942.47**
	Attorney Fees		($31,340.00)			
			$169,517.53			
420-000-056-591-35-74-00	USDA Loan - Principal	$0.00	$101,342.71	$101,343.00	100.00%	$0.29
420-000-056-591-35-74-01	WWTP Interim Financing - Washington	$0.00	$0.00	$0.00		$0.00
420-000-056-591-35-78-00	DOE Loan L1200030 - Principal	$0.00	$0.00	$0.00		$0.00
420-000-056-592-35-83-00	DOE Loan L1200030 - Interest	$0.00	$0.00	$0.00		$0.00
420-000-056-592-35-84-00	USDA Loan Interest/Bond Fees	$0.00	$126,477.29	$126,478.00	100.00%	$0.71
420-000-056-592-35-84-01	WWTP Interim Financing-WTB- Interest	$0.00	$0.00	$0.00		$0.00
Capital Expenditures						
420-000-056-594-35-41-00	Engineering Services - WWTF	$0.00	$0.00	$0.00		$0.00
420-000-056-594-35-41-01	Engineering Services - Lift Station	$0.00	$130,686.66	$156,527.00	83.49%	$25,840.34
420-000-056-594-35-63-00	Other Improvements - Sewer Lining	$0.00	$0.00	$0.00		$0.00
420-000-056-594-35-63-01	Construction WWTP	$0.00	$0.00	$0.00		$0.00
420-000-056-594-35-63-02	Construction - West Side Lift Station	$0.00	$1,045,521.90	$1,317,788.00	79.34%	$272,266.10
420-000-056-594-35-64-00	Machinery & Equipment	$0.00	$7,397.53	$6,000.00	123.29%	($1,397.53)
Total Capital Expenditures		**$0.00**	**$1,183,606.09**	**$1,480,315.00**	**79.96%**	**$296,708.91**
Total Expenditure		**$17,391.34**	**$1,612,283.62**	**$1,909,936.00**	**84.42%**	**$297,652.38**
			$176,915.06			

CLAIM VOUCHER

TOWN OF ELMER CITY

POST OFFICE BOX 179 • ELMER CITY, WASHINGTON 99124-0179

10392

'AY TO:

Town of Coulee Dam
Utilities Department 300 Lincoln
Coulee Dam WA 99116

'OR THE ITEMS INDICATED BELOW:

Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Town of Elmer City, and that I am authorized to authenticate and certify to said Claim.

Ordered Paid by: Jesse O Tillman

SIGNED

Clerk / Treasurer
TITLE

Auditing Committee

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
Invoice - 2025-10	2/11/2025	2/13/2025			
			405-000-000-535-80-40-00	Sewer Treatment	$6,979.39
			4th Q 2024		
				Invoice Total:	**$6,979.39**
				Vendor Total:	**$6,979.39**

☆RECEIVED☆
DEC 24 2025

INVOICE

Town of Coulee Dam
300 Lincoln Ave.
Coulee Dam, Washington 99116-1434
(509) 633-0320 FAX (509) 633-3252

MODIFIED 12/15/2025**

SERVICES FOR / BILL TO:
Town of Elmer City
POB 179
Elmer City, WA 99124-0179

INVOICE NO.	2025-21 (C)
JOB DESCRIPTION	Costs for Sewer Treatment
DATE	April 7, 2025

DATE	SERVICE DESCRIPTION	ERU's	RATE	AMOUNT
1/31/2025	January 2025 - Sewer Treatment	173	$99.98	$17,296.54
2/28/2025	February 2025 - Sewer Treatment	173	$99.98	$17,296.54
3/31/2025	March 2025 – Sewer Treatment	173	$99.98	$17,296.54
	Based on rate approved by Order of the Okanogan County Superior Court Issued 12/12/2025, Case No.25-2-00396-24**			
	Rev # 420..343 50 10			**$51,889.62**
8/12/2025	Payment Received			(21,984.84)
			BALANCE DUE	**$29,904.78**

MAKE CHECKS PAYABLE TO:
Town of Coulee Dam

****This Invoice is modified based on the 12-12-2025 Order Granting *Plaintiff* Coulee Dam's Motion for Preliminary Injunction entered by the Honorable Kathryn Burke of the Okanogan County Superior Court, Case No. 25-2-00396-24. The Town of Coulee Dam reserves the right to claim and recover additional amounts if its lawsuit against the Town of Elmer City proceeds to trial.**