

CITY OF CLE ELUM AND TOWN OF SOUTH CLE ELUM
AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL SERVICE

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 entered into this 3rd day of July, 2018, to the City of Cle Elum and Town of South Cle Elum Agreement for Wastewater Treatment and Disposal Service, hereinafter called AGREEMENT, by and between the City of Cle Elum, a municipal corporation, hereinafter called CITY, and the Town of South Cle Elum, a municipal corporation, hereinafter called TOWN, for the purposes of providing wastewater treatment and disposal service to those areas served by the City of Cle Elum and Town of South Cle Elum wastewater collection systems.

WITNESSETH:

WHEREAS, the CITY and TOWN have entered into an agreement, dated February 20, 1991, and Amended on May 16, 1999, for wastewater treatment and disposal service; and

WHEREAS, the AGREEMENT was entered into before all improvements were in place to reduce infiltration and inflow; and

WHEREAS, the TOWN has demonstrated full implementation of an infiltration and inflow reduction program, and flow measurements have been recorded since 2007, resulting in the average flow per Equivalent Residential Unit, ERU, to be 214 gallons per day, gpd, and the highest annual average of 230 gpd for the time period starting in 2007 through August 2017; and

WHEREAS, the national industry standard is 250 gpd/ERU; and

WHEREAS, the South Cle Elum Lift Station has a design capacity rating of 320 gpm, capable of serving 499 ERUs, allocated at a ratio of 5:3 to the TOWN and CITY, respectively, per the letter from TOWN to CITY, dated July 11, 1995; and

WHEREAS, the South Cle Elum Lift Station flow capacity performance has been confirmed to be operating at its design capacity; and

NOW THEREFORE, the above named municipalities do hereby mutually consent to the following amendment to the AGREEMENT:

SECTION 2: SYSTEM FACILITIES

D. Shared Capacity

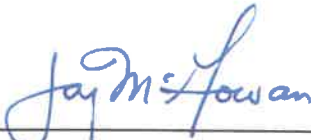
The following clarifications shall be added to Section 2: System Facilities, Subsection D – Shared Capacity, Item (3):

- (a) The total allowable connections to be served by the South Cle Elum Lift Station shall be 499 ERUs, based on an average month flow per ERU of 250 gpd.
- (b) Adjustments can be made to the allowable connections based on actual flow data, and allocated connections adjusted accordingly between the CITY and the TOWN, proportional to the actual average month flow per ERU.
- (c) Connection capacity above the 316 ERUs, reported in 1995, will be allocated at a ratio of 5:3 between the TOWN and the CITY, respectively.

EFFECTIVE DATE AND TERM OF AMENDMENT

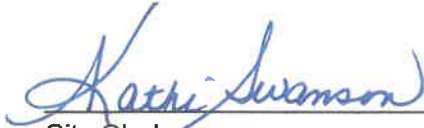
This amendment shall be in full force and effect and binding upon its execution. Each and all of the provisions of this Amendment No. 2 are hereby incorporated into the Agreement, so that each and all of such provisions shall constitute a part of the Agreement and shall replace all conflicting terms in the Agreement and Amendment No. 1. Any non-conflicting provisions in Amendment No.1 shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment No. 2 and the provisions of the Agreement and/or Amendment No. 1, the provisions of Amendment No. 2 shall be controlling.

CITY OF CLE ELUM



Mayor
Dated: 7/24/18

ATTEST

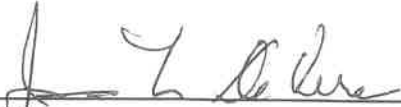


City Clerk
Dated: 7/24/18

Approved as to form:


City Attorney
Dated: _____

TOWN OF SOUTH CLE ELUM



Mayor
Dated: 7/3/18

ATTEST



Town City Clerk
Dated: 7/3/18

Approved as to form:

Town City Attorney
Dated: _____