

**INTERIM SEWER SERVICE AGREEMENT  
City of Portland and City of Maywood Park**

This Sewer Service Agreement ("this Agreement") is entered into by and between the City of Portland ("Portland") and the City of Maywood Park ("Maywood Park").

**RECITALS**

1. Portland owns and operates a wastewater treatment system;
2. Maywood Park properties located on NE 102<sup>nd</sup> Avenue, NE Prescott Street and NE 92<sup>nd</sup> Avenue (see Exhibit A) have adjacent Portland sewers and the owners of those properties may, at their option and timing, want to connect to Portland's sewers in order to replace on-site sewage disposal systems;
3. Portland City Code section 17.32.090 B provides for connecting a property outside Portland with a Portland sewer by agreement; and
4. Portland must implement and enforce a pretreatment program to control discharges from all industrial users of its sewer system pursuant to requirements set forth in 40 CFR Part 403 and Portland's National Pollutant Discharge Elimination System ("NPDES") permit. This includes periodic user surveys and site inspections to determine the composition of discharges to Portland's sanitary sewer system and whether permitting is required in specific cases.

**PROVISIONS**

By this Agreement, Portland agrees to allow properties in Maywood Park with on-site systems to connect to Portland sewers and to provide transportation and treatment of sewage discharged from those properties. The parties agree to the following provisions:

1. Authority. The parties are authorized to enter into this agreement by ORS 190.010 and by their respective laws.
2. Effective Date and Duration. This Agreement is effective on the date signed by both parties. Unless earlier terminated this Agreement shall remain in effect until terminated as provided herein or until superseded by another agreement between the parties.
3. Enforcement. Maywood Park will allow Portland to implement, enforce, and seek appropriate cost recovery for a pretreatment program where necessary to control discharges from Industrial Users to its wastewater treatment system pursuant to requirements set forth in its NPDES Permit, 40 CFR Part 403, and other federal and state regulations.
4. Agreement Documents. This Agreement consists of the following documents, which are incorporated herein by this reference, in descending order of precedence: This Agreement; Portland City Code section 17.32.090 B; Portland City Code chapters 17.34 ("Sanitary Discharges") and 17.36 ("Sewer User Charges"); Portland's NPDES Permit; 40 CFR Part 403 ("General Pretreatment Regulations"); and other federal and state regulations.

5. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever except by written instrument signed by both parties. Either party may re-open negotiation of any or all terms of this Agreement by giving the other party six months' written notice of its intent to renegotiate this Agreement.
6. Termination.
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may unilaterally terminate this agreement upon 36 months' prior written notice to the other party.
  - C. Upon termination of this Agreement, Portland may terminate all Maywood Park properties' connections to Portland's sewer system as allowed by applicable law and with reasonable notice. Thereafter, Maywood Park will be responsible for complying with all relevant requirements of the Oregon Department of Environmental Quality.
7. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
8. Charges for Connection, Transportation, and Treatment of Sewage. Portland may apply all Portland City Code provisions to properties connecting to Portland sewers under this Agreement as if those properties were located within Portland's boundaries, to the extent that those provisions pertain to sewers. The rates and any applicable fees for permits, connection to the sewer system, and sewer services provided by Portland to such properties in Maywood Park shall be as set forth in Portland's annual rate ordinance for residential and commercial/industrial customers inside Portland, or as may be amended. Maywood Park or its permitting agent will issue sewer connection permits and collect fees from Maywood Park's residents. Portland will issue a tap permit to inspect connections to Portland's sewers. Portland will collect system development charges and line and branch charges where applicable from Maywood Park's properties. Portland will bill those properties directly for services as if the properties were located within Portland's boundaries, utilizing the same system under which Portland currently bills Maywood Park properties for water service.
9. Choice of Venue. Oregon law shall govern this Agreement and all rights, obligations and disputes arising out of the Agreement. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
10. Severability/Survival. If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

11. Access. Maywood Park agrees that Portland and its agents may enter onto connected properties to collect samples, take measurements, and conduct inspections where necessary to ascertain discharge compliance with Chapter 17.34 of the Portland City Code. Portland may conduct inspections at all reasonable times and without prior notice.
12. Right of Termination of Services. Service to any Maywood Park property (or properties) may be terminated for violating the Portland City Code. Such violations may include, but are not limited to, illegal or illicit discharges and failure to pay delinquent amounts due. Termination of service to any property will not impact the service provided to other Maywood Park properties except upon the termination of this agreement (per Section 6.)
13. No Third-Party Beneficiary. Portland and Maywood Park are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties.
14. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
15. Merger Clause. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
16. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. The parties may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND

## CITY OF MAYWOOD PARK

Michael Jordan	Date
Director, Bureau of Environmental Services	

Mark Hardie  
Mayor