

## AGREEMENT FOR TRANSPORTATION OF SEWAGE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 1980, between the CITY OF PORTLAND, OREGON, a municipal corporation, hereinafter referred to as "Portland," and the CITY OF TIGARD, OREGON, a municipal corporation, hereinafter referred to as "Tigard,"

## W I T N E S S E T H :

THAT WHEREAS under authority of their respective Charters, Portland and Tigard are authorized to enter into agreements for cooperation in the prevention of water pollution, and

WHEREAS Tigard maintains sanitary sewer lines having the capacity and location to serve Portland property in the area adjoining the Washington County line on the West, SW Pacific Highway on the North and including the SW Lesser Road and SW Capitol Highway area, and WHEREAS the major portion of the Portland area which can be served by the Tigard sewer system was annexed because of health hazard conditions which can be resolved through the construction of sewers connecting with the Tigard sewer system and

WHEREAS Tigard, which is located within the boundaries of the Unified Sewerage Agency (USA), discharges its sewage wastes into the Fanno Creek Interceptor for transportation and treatment by USA an incorporated sewerage district established under the provisions of ORS 451.

WHEREAS: Both Portland and Tigard individually have entered into agreements for sewage disposal with USA wherein both cities have agreed to the payment to USA of sewer user charges, sewer connection charges and taxes. USA has agreed to the acceptance of wastes from the sewer service areas of both cities if within the basin served by facilities operated by USA.

NOW, THEREFORE, Portland and Tigard agree that:

1. Tigard will accept into its sewer system for transportation to the Fanno Creek Interceptor maintained by USA, all sanitary wastes originating within the area outlined on Exhibit "A," attached to and made part of this Agreement. Exceptions to Exhibit "A" will be permitted, if requested by Portland and approved by Tigard. Tigard agrees to accept ownership and maintenance of that portion of the existing sewer constructed under Multnomah County permit and extending from the upper end of Tigard's sewer line to the point of discharge by Portland as shown on Exhibit "B" also attached and made a part of this Agreement. Portland's obligation with respect to Tigard's sewer system shall be limited to the sewer line shown on Exhibit "B."

2. Portland will collect all charges for sewer services from Portland properties and pay USA directly for all USA charges applicable to Portland property served by Tigard under the terms and conditions of this Agreement.
3. User Charges. Portland will pay a monthly transportation charge for the conveyance of all sewage from Portland properties through Tigard to the Fanno Creek interceptor.

The initial rate shall be \$65.95 per quarter based on the following assumptions and calculations:

Portland's Service Area	84.12 acres		
Est. dwelling units or equivalents (D.U.'s)*			257 units
Tigard's Service Area	565.8 acres		
Est. D.U.'s*			2360 units
Portland's share of sewer costs	$\frac{257}{257 + 2360}$	=	0.0982
1980 value of transporting sewers	\$379,172		
Actual sewer maintenance cost (\$379,172 @ \$4/1000)	=	\$1,517/year	
Plus administrative overhead at 10%		$\frac{151}{\$1,668}$	

\*At full development

Initial user rate  
 $(1668 \times .0982) \div 4 \text{ quarters} = \$40.95$

Billing cost @ \$25/quarter                     $\frac{\$25.00}{\$65.95}$  quarterly

Equivalent dwelling units shall be determined as given  
 in USA Resolution and Order 70-12, as amended.

This rate shall be adjusted annually as provided in  
 paragraph 5.

4. Connection Charges. Portland shall pay a connection charge to Tigard for each new dwelling unit or equivalent connection to the Tigard Sewer System. The initial rate shall be determined as shown below:

$\frac{1980 \text{ Capital Cost} - \$350,988}{2617 \text{ D.U.'s}} = \$135/\text{unit}$

(rounded to next higher dollar)

No connection charges shall be paid for D.U.'s connected and using the Tigard sewer system prior to the execution of this Agreement.

5. Rate Adjustments. The user charge rate shall be adjusted yearly by multiplying the ratio of the "Engineering News Record" Wage Rates Index (average of skilled and common) for January of the current year divided by the average

for January of the previous year times the quarterly user charge for the previous year. The connection charge rate shall be adjusted yearly by multiplying the rate for the previous year by the ratio of the current year's January ENR Construction Cost Index with the January Index for the previous year. These rates shall also be adjusted to reflect changes in the maximum number of D.U.'s due to density or service area changes. This adjustment shall be achieved by recalculating the rate as developed in paragraphs 3 and 4 and then applying the corrections with the appropriate Index as given above. New rates shall be effective January 1 of each year.

6. Reporting new connection and billing. Within 10 days after the beginning of each calendar quarter, Portland agrees to report all new connections to Tigard. The Report will indicate the address of each new connection, the numbers of residential and commercial units determined as provided in paragraph 3 and the total numbers of residential and commercial units connected to date.
  
7. Reconstruction of damaged sewer lines. In the event of damage to any of Tigard's sewer used for the purpose

intended in paragraph 1, requiring replacement or reconstruction of all or any portion of its length at a cost of \$15,000 or more and whenever such damage is caused by earthquake, earth slide, flood or other acts of providence, acts of war, insurrection, sabotage, riot or other acts of a third person, Portland agrees to pay its share of the cost based on the share as specified in paragraph 3 as adjusted.

8. Relief of overloaded sewer lines. At such time as any of the sewer lines described in paragraph 1 become overloaded or are about to become overloaded due to growth or development of the area, Tigard agrees to provide the additional capacity as needed. Portland agrees to pay its share of the cost to provide the additional capacity. Portland's share shall be determined in accordance with paragraph 3 of this Agreement.
  
9. Both Portland and Tigard agree to comply with and enforce the provisions of Sections 4 and 7 of the "Rules and Regulations Governing the Use of the Sewer System for Unified Sewerage Agency of Washington County, Oregon," adopted June 2, 1970 and effective July 1, 1970

Agency Resolutions and Order 70-12 as amended with respect to property served by Cities under contract with Unified Sewerage Agency.

10. This agreement shall remain in force for twenty (20) years from the date first above written. At the end of the above period and each succeeding ten-year period, this agreement shall be automatically self-renewed for an additional ten (10) year period until either party shall have notified the other in writing of its decision not to renew. Notice by either party of its desire to terminate the agreement shall be given five (5) years or more before the then effective expiration date. However, regardless of termination of this agreement, Portland shall continue to pay all charges as specified while its sewage is being discharged to Tigard's sewer system. If Tigard desires to terminate service to Portland, a portion of any connection charges or other construction costs paid by Portland as required in paragraphs 4, 7, and 8 shall be refunded to Portland. The amounts to be returned shall be the full amount paid by Portland, reduced by 1/30 for each year of service provided by Tigard to that dwelling unit (or equivalent).

IN WITNESS WHEREOF, The City of Portland, by and through its Commissioner of Public Works and City Auditor and the City of Tigard, by and through its Mayor and City Recorder have caused this instrument to be executed, all on the day and year first above written.

CITY OF PORTLAND

CITY OF TIGARD

\_\_\_\_\_  
Commissioner of Public Works

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

APPROVED AS TO FORM

**APPROVED AS TO FORM**

*[Handwritten Signature]*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney





# EXHIBIT "B"

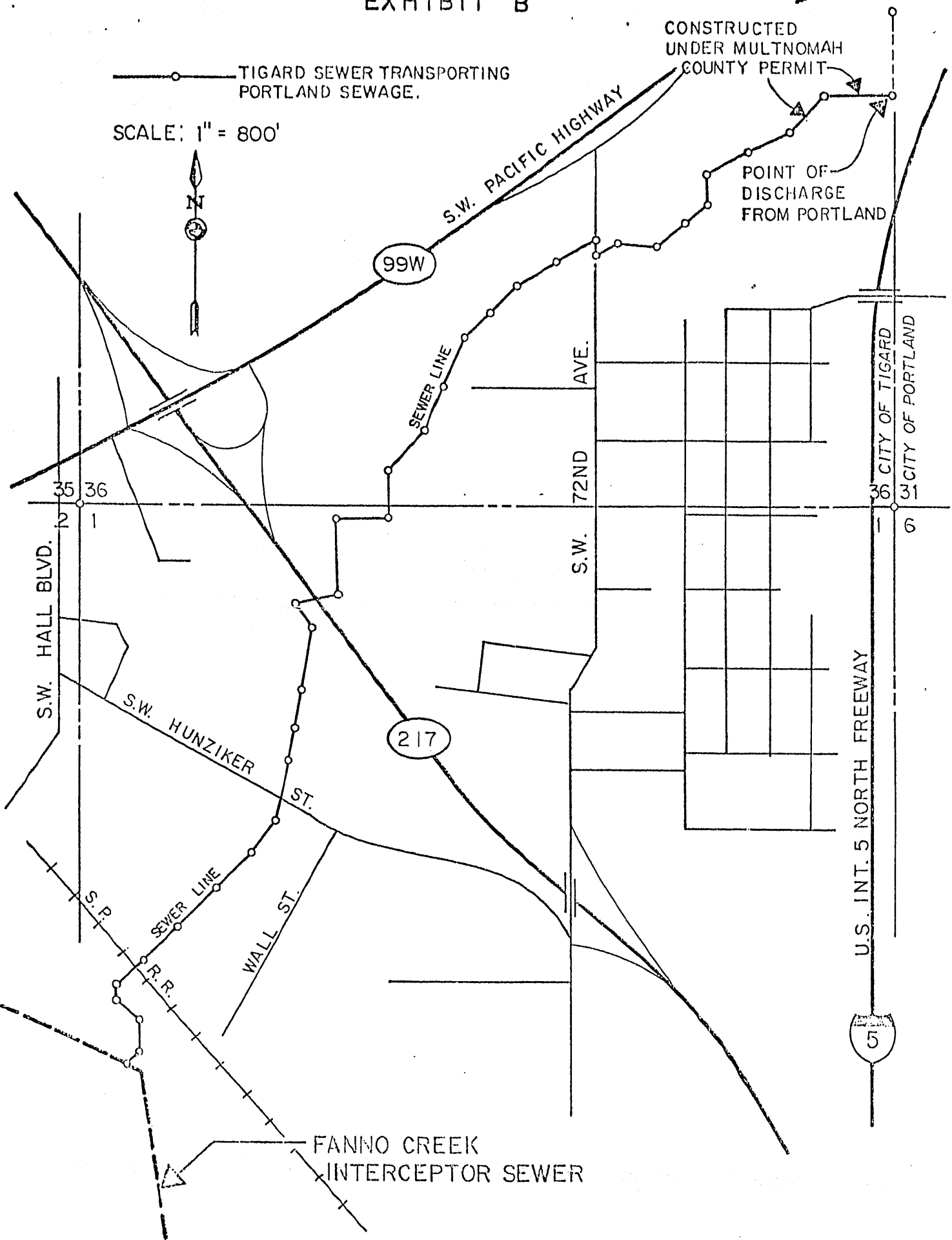
—○— TIGARD SEWER TRANSPORTING PORTLAND SEWAGE.

SCALE: 1" = 800'



CONSTRUCTED UNDER MULTNOMAH COUNTY PERMIT

POINT OF DISCHARGE FROM PORTLAND



U.S. INT. 5 NORTH FREEWAY



CITY OF TIGARD  
CITY OF PORTLAND

99W

217

36  
31  
6

35  
36  
2  
1

ORDINANCE NO.           **150226**

An Ordinance authorizing the Commissioner of Public Works and the Auditor to execute a sewage transportation agreement with the City of Tigard, authorizing the payment of charges, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City has recently annexed an area in the southwest corner of Multnomah County which, for health reasons, requires sewer service.
2. A portion of the proposed Lesser Road sewer system serving this area would naturally drain toward the City of Tigard in Washington County.
3. Portland has a sewage disposal agreement with the Unified Sewerage Agency of Washington County whereby the Agency will transport, treat, and dispose of sewage delivered by Portland to the Agency sewer system.
4. Tigard presently has a sewer extending from the Agency's Fanno Creek Interceptor to a point close to Portland's city boundary, that presently has capacity for the above-mentioned Lesser Road area of Portland.
5. Tigard has expressed a willingness to provide transportation for Portland's sewage to the Fanno Creek Interceptor with payment by Portland of a fair share of the costs of operation, maintenance, and construction of their sewer line.

NOW, THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Works are hereby authorized and directed to execute a sewage transportation agreement on behalf of the City of Portland and with the City of Tigard. Said agreement to be substantially in accord with Exhibit A attached herewith.

# ORDINANCE No.

- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants in payment for services performed by Tigard from time to time in accordance with the provisions of said agreement and upon receipt of billing approved by the City Engineer's staff. Such warrants shall be chargeable to the Sewage Disposal Fund, Bureau of Wastewater Treatment, BUC No. 15200146, Object Code 260.

Section 2. The Council declares that an emergency exists, in that a delay in completing the agreement with the City of Tigard could delay design and construction of the proposed sewer system required because of health hazards in the area; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 150226

CITY OF PORTLAND  
 CLERK OF THE CITY COUNCIL  
 AUG 13 1980

AUG 13 1980  
 CLERK OF THE CITY COUNCIL

Passed by the Council, **AUG 13 1980**

Commissioner Mike Lindberg  
 August 13, 1980  
 Ron Houston;ms

Attest:

*George G. Gorman*  
 Auditor of the City of Portland

Calendar No. 2936

ORDINANCE No. 150226

Title

An Ordinance authorizing the Commissioner of Public Works and the Auditor to execute a sewage transportation agreement with the City of Tigard, authorizing the payment of charges, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed AUG 7 1980

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

By *George C. ...*  
Deputy

INTRODUCED BY
Commissioner Lindberg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>ML/mg</i>

BUREAU APPROVAL
Bureau: Sanitary Engineering
Prepared By: Ron Houston Date: 8/5/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>J.P. Niehuser</i> J.P. Niehuser

CALENDAR	
Consent	Regular <b>XXX</b>

NOTED BY
City Attorney
City Auditor
City Engineer <i>John Long</i>