

AGREEMENT BY CITY OF WILLITS  
FOR DISPOSAL OF SEWAGE FROM  
BROOKTRAILS RESORT IMPROVEMENT DISTRICT

THIS AGREEMENT made this 11th day of September, 1967, between CITY OF WILLITS, a Municipal Corporation of California, herein called "CITY", and BROOKTRAILS RESORT IMPROVEMENT DISTRICT, herein called "DISTRICT", both in Mendocino County, California,

W I T N E S S E T H:

This Agreement is predicated upon the facts that:

(a) City has constructed and owns a sanitary sewage treatment plant which provides primary and secondary treatment to its sewage;

(b) Said plant has a design capacity of 800,000 gallons average daily dry weather flow, for an estimated ultimate population of 8,000 people, and City's present population is less than 4,000 persons;

(c) The estimated present replacement value of said plant is \$356,000 and the value of a disposal right to 1/4th of its capacity or 200,000 gallons average daily dry weather flow is \$89,000;

(d) Said plant and other sewer facilities of the City are in need of certain improvements and the public interest and economy of the City will be served by the City selling said disposal right and using the funds derived from said sale to make such improvements, or to retire a portion of the City's bonded indebtedness incurred in the construction of said plant and sewer facilities;

(e) District lies northwesterly of, but not contiguous to, said City and is proposed to be subdivided into upwards of 6,000 lots with public improvements provided in accordance with standards of Mendocino County, including a sanitary sewerage system for the greater part thereof; and

(f) The public interest and economy of the District will be served by its acquiring a right of disposal in the City plant rather than constructing and operating its own plant.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Sale of Disposal Right. City hereby sells to District a right of disposal of District's sanitary sewage (but not storm waters), in the amount of 1/4th the estimated capacity in City's plant, said 1/4th being an estimated 200,000 gallons average daily dry weather flow, and City will receive, treat and dispose of said sewage.

2. Purchase Price and Payment. District will pay the City for said right of disposal the sum of \$89,000, of which \$33,600 will be paid on December 31, 1967, and \$27,700 on each of December 31, 1968 and 1969. District guarantees to City that no sewage would be delivered to City for treatment until said entire \$89,000 shall have been paid to City.

3. Burden of Costs: Inspection of Work. City shall bear the cost of inspection by City of sewer installations in District. Should City plan to inspect proposed sewer installations in District City shall in advance notify District of such intent, and District agrees to notify City in advance as to construction or extension of sewer facilities in District, to permit inspection thereof by agents of City.

4. District Collection System. District will construct, own, maintain and operate in good repair, a sanitary sewerage system to serve its tracts as they shall have been required by subdivision agreements requested by the County of Mendocino.

~~5.~~ District Outfall. District shall also construct, own and maintain and operate in good condition and repair an outfall trunk sewer main from its sewerage collection system to a point of connection to the City sewerage system estimated at 10,000 feet.

6. Construction Standards. All facilities to be constructed by District shall be of the sizes, dimensions and material and at the locations, elevations and grades established therefor by said County, shall be of good sanitary sewerage engineering design, and shall be installed under good engineering supervision and inspection by competent engineers appointed therefor by District, and to such supervision and inspection as is customarily provided by the County Engineer or other official performing his duties and to the satisfaction and acceptance thereof by him, all to the end that said system shall be tight and free from infiltration of flood, storm and other waters from the outside. All facilities constructed by District shall also comply with the provisions of District's "Ordinance Regulating The Use of ... Sewers and Drains ... Installation of Sewers," which Ordinance was heretofore adopted by the Board of Directors of District on the 21st day of April, 1965.

~~7.~~ Monthly Service Charges. District will pay City, on the first day of each calendar month, commencing with the first day of the month following the receipt of District sewage in the City system a sum equal to \$1.50 per single family residence, and 10¢ (ten cents) per fixture unit, according to Table 10-1 (Section 1009) of the Uniform Plumbing Code, 1964 Edition, in resorts, motels and commercial structures and other structures in District other than single family residences, and connected to said sewerage system. District, by its Board of Directors, agrees that in the event District shall fail to remit to City the sums hereinabove specified, at the times and in the manner hereinabove provided, said City may collect said sums direct from property owners in said District, and all said property owners are hereby given notice of the City's right to collect said sewer charges from individual property owners in the event District shall default in payment to City of the sewer charges provided herein.

~~8.~~ Excess Flows, Charges Therefor. District shall install at District's expense and City shall maintain in operative condition a recording stream flow measuring device in the outfall sewer, immediately upstream from its connection with City's system. Provision by District will also be made for the convenient and accurate taking of samples for testing of the quality of the sewage being delivered into City's sewer system. City is hereby granted the right of charging District for flows, coming from whatever source which exceed the normal daily dry weather flows by more than twenty-five percent (25%). The amount of such charges shall be based upon the City's cost and liability for treating and handling such excess flows, and for the extraordinary measures that City may be required to provide in order to handle such flows. City is also granted the right to charge District for handling and treating sewage of strength in excess of that measured during normal dry weather flows. Such charges shall become operative when the peak BOD loading exceeds three hundred (300) parts per million (five (5) day Standard Methods test). The amount of such extra charges for such excess flows and for such sewage of strength in excess of normal as above stated, shall be determined by negotiation between City and District and will be based upon the additional cost required of City to provide the facilities to handle and treat such sewage.

9. District Records. District shall establish and maintain to good accounting standards, books and records of the number and type of connections to said system at each payment period, which shall be open to inspection by City at all reasonable hours.

~~10.~~ Written Statements. District shall accompany each payment with a written statement which shall be in sufficient detail that City may ascertain the amounts from the numbers of the several different types of use represented therein.

11. Understatement. In the event that it shall be ascertained that any payment shall be less than the true amount due therefor, District shall pay and City may collect the difference with interest at six (6) percent per annum, plus costs and a reasonable attorney's fee to be fixed by the court in the event of suit.

12. Basis of Service Charges. It is the intent of the City that any future cost of construction of sewerage facilities of the City arising out of the necessity of (1) expanding the treatment plant and facilities to handle in excess of 200,000 gallons average daily flow from the District, or (2) installing additional treatment facilities to bring the quality of the effluent arising out of the flow from the District up to standards required by the State Water Quality Control Board or successor agency, be paid for by the District. The service charges provided have been estimated to be sufficient to pay the District's share of the City's cost of administration, maintenance, operation and repair of the treatment plant and facilities used by the District, and for such future construction. City shall have the power to revise the schedule of service charges from time to time to defray City's cost of administration, maintenance, operation and repair of the treatment plant, works, and for future construction. Any revision of the said service charges shall be governed by standard and accepted engineering and accounting practices normally utilized for apportioning costs in like joint uses and considering necessary future expansions, and shall take into account moneys already paid by the District for such expansions.

13. City Records. City shall budget and keep and maintain books of record and accounts which shall reflect, separately from its sewerage collection system, records and accounts of its costs of administration, maintenance, operation and repair of its sewerage treatment and disposal work and system, and of new construction,



in sufficient detail and categories that the different categories and proofs of costs may be reasonably ascertained.

14. Competent Supporting Data. A request for renegotiation of service charges shall be supported by competent reports and analyses in sufficient detail that District may understand the need for such renegotiation, and District shall have the right to inspect City's books, records and accounts in order that it may competently understand and affirm the need for such renegotiation.

15. Storm Waters. District shall not suffer or permit storm water drains, or waters collected on roofs, patios or other improved portions of premises to be connected to its sewerage system, and shall establish and enforce rules and regulations therefor.

16. Police Powers. The parties shall be subject to all statutes, ordinances, rules and regulations adopted in the exercise of State and Local police powers, that are reasonable and customary in the operation of sanitary sewerage works and systems.

17. Indeterminate Term. The term of this agreement shall be continuing and indeterminate and is intended to provide the rights of future populations to the extent of its provisions.

18. Breaches. Sixty days after mailing written notice by one is established as a reasonable period within which the other party shall correct any breach of the provisions hereof. No lateness in giving such notice or greater time allotted or taken in correcting a breach shall constitute a waiver or termination of this provision.

19. Transfer. The rights of either party under this agreement shall transfer by operation of law in the case of merger, but shall not be otherwise transferable without the consent of the other party expressed by resolution of its legislative body.

20. Amendments. This agreement may be altered, amended, modified or supplemented from time to time, in writing and executed as herein provided, upon written authorization by resolutions of the respective legislative bodies of the parties hereto. It is the intention of the parties that this agreement be amended from time to time in accordance with experience, to reflect then existing and anticipated circumstances.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto authorized by resolutions of their respective legislative bodies, the day and year first above written.

CITY OF WILLITS

By Leo S. Hulett  
Leo S. Hulett, Mayor

ATTEST:

Eunice S. Southwick  
Eunice S. Southwick,  
City Clerk

(Seal)

BROOKTRAILS RESORT IMPROVEMENT DISTRICT

By Harvey Sawyer  
President

COUNTERSIGNED:

Lorraine B. Loring  
Secretary and Clerk

(Seal)