

AGREEMENT FOR WATER, SEWAGE AND GARBAGE DISPOSAL SERVICES

THIS AGREEMENT, made this 27 day of June 1961, between the CITY OF MOSES LAKE, WASHINGTON, herein called the "Utility", whose principal office is at MOSES LAKE, WASHINGTON, and HOUSING AUTHORITY OF GRANT COUNTY, WASHINGTON, a public body organized under the Housing Authorities Law of the State of Washington, herein called the "Authority", whose principal office is at Ephrata, Washington.

WITNESSETH:

WHEREAS, the Utility is engaged in supplying water and furnishing sewage and garbage disposal services within the City of Moses Lake, Washington; and

WHEREAS, the Authority, in order to relieve the serious lack of safe and sanitary dwelling accommodations for families of low income, is engaged in the development of a low-rent public housing project, identified as Project No. WASH 14-7, consisting of approximately 30 permanent family dwelling units to be located in Moses Lake, Washington:

Site A: On Clover Drive west of Wheeler Road: 14 dwellings
Site B: At Wall Street and Russell Avenue: 16 dwellings,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Utility agrees to deliver and sell to the Authority and the Authority agrees to take and pay for water, sewage and garbage disposal services for the Project under the terms and conditions hereinafter set forth.

1. Term of Agreement. This agreement shall become effective on the execution thereof. It shall continue in effect for an initial period of one (1) year and from year to year thereafter unless a written notice of termination shall be given by either party to the other party at least thirty (30) days prior to the expiration of the initial period or any extension thereof. Nothing in this section, however, shall preclude amending this Contract as it becomes necessary to conform to new rules, regulations and ordinances.

The Utility shall commence delivery of water and rendering sewage and garbage disposal service on not less than ten (10) days written notice from the Authority.

All obligations of the parties with respect to rendition of service and payment therefor shall commence on the date of initial delivery.

2. Points of Service. Water service and sewage and garbage disposal services shall be rendered at the points of service described below:

Water. At the outlet of the 15 water meters serving to two sites of the Project. The Authority shall furnish and install the water meters which shall thereupon become the property of the Utility.

Sewer. At the points of connection with the sewer lines of the City.

Garbage Disposal. At the edge of the sidewalk nearest each dwelling unit.

3. Service Conditions. The Utility shall furnish, operate, and maintain without cost to the Authority except as expressly provided in Sections 2, 4 and 9 hereof, all facilities for supplying water and providing sewer and garbage disposal to the points of delivery described in Section 2 above and all necessary metering equipment.

The Authority shall furnish, without cost to the Utility, rights-of-way in lands owned by the Authority to the extent necessary for making delivery hereunder, and shall grant free access to the Utility's facilities at all reasonable times.

The Utility's facilities shall be adequate to deliver sufficient water for all purposes, receive all sewage and provide adequate garbage disposal service of the Project and the tenants thereof; provided, however, that neither party shall be liable to the other party by reason of failure to take or deliver water, receive sewage or make garbage disposal, as the case may be, when such failure is the result of acts or conditions beyond the reasonable control of the party affected.

The Authority shall install, own, operate, and maintain the entire water and sewer distribution system of the project on the Authority's side of the points of delivery and provide all necessary equipment and places for garbage and trash disposal.

4. Rates. The Utility agrees to charge and the Authority agrees to pay for services supplied hereunder in accordance with the following rate schedules:

Water - \$2.50 for the first 400 cubic feet per month per dwelling unit; the next 2,000 cu.ft. of consumption per month in excess of 400 cu. ft. shall be at the rate of eight (8¢) cents per 100 cu. ft. or any part thereof and all water in excess of 2,400 cu.ft. in any calendar month the charge shall be at the rate of five (5¢) cents per 100 cu. ft. or any part thereof.

Sewer - \$2.00 per occupied dwelling unit per month.

Garbage - \$1.50 per occupied dwelling per month.
Disposal

The minimum monthly bill for water, sewer and garbage disposal services shall be \$6.00 per occupied dwelling unit per month.

Garbage and trash pickups shall be made once weekly.

The Authority shall furnish the Utility with a certified list of all occupied dwelling units at the end of each month. Any unit occupied 15 days or more shall be considered as occupied for the full month; less than 15 days shall be considered one-half occupancy.

5. Metering and Billing. The Authority agrees to provide, without cost to the Utility, a suitable place for installation of water metering equipment required hereunder.

Water meters shall be read at intervals of approximately 30, 60 or 90 days. Bills for service may be rendered monthly, bimonthly or quarterly as desired by the Utility and shall be payable ten days after rendition.

Water meters shall be tested and calibrated at intervals of not longer than five (5) years. Either party shall have the right at any time to require a meter test. When a test is requested by the Authority the cost thereof shall be paid by the Authority if the water meter is found to be accurate within five (5) per cent; otherwise the cost of the test shall be borne by the Utility. All meter testing shall be performed by the Utility or under its direction. If as a result of any test a meter is found to register in error by more than five (5) per cent or if a meter fails to register, adjustment of bills for such error or failure shall be made, provided, however, that no such adjustment shall extend beyond ninety (90) days prior to the day on which the meter inaccuracy or failure was discovered. Adjustment in bills for meter failure shall be based, where possible, on deliveries during a comparable period when the meter was operating.

No portion of the water supplied hereunder shall be resold, except that the Authority may distribute water to the tenants of the project as an incident of tenancy.

6. Liability. Ownership of water shall pass from the Utility to the Authority and ownership of sewage, garbage and trash shall pass from the Authority to the Utility at the points of delivery as defined herein. Neither party shall be liable for loss or damage to any person or property resulting from the use, misuse, or presence of water or sewer pipes, apparatus, or appurtenances in connection with garbage disposal owned by the other party, except where such loss or damage shall be shown to have been caused by negligence of such other party, or its agents, servants, or employees while acting within the scope of their employment.
7. Default. Should the Authority or the Utility default in the performance of any of their respective obligations under this agreement, the party not in default may suspend service or suspend taking service, as the case may be, ten (10) days after giving notice in writing of its intention to do so.

Likewise, the party not in default may terminate this agreement by giving not less than ten (10) days notice in writing whereupon such termination shall be effective unless the default is corrected before the date fixed for termination; provided, however, that such suspension or termination shall neither acquit the party in default from any obligation under this agreement nor exclude the other party from any remedy which it may have at law or in equity to enforce any of the conditions hereof.

- 8. Successors and Assigns. This agreement shall be binding on the successors or legal assigns of the parties hereto; provided, however, that the Authority shall not assign this agreement without the written consent of the Utility.
- 9. Other provisions: In consideration of the payment of a connection charge of \$ 85.00 by the Authority to the City, receipt of which is hereby acknowledged, the City agrees to permit the Authority to connect the Project sewer system to the City Sewer Main.

Except as may herein be expressly excepted all ordinances, laws and resolutions of the Utility shall remain of full operative force and effect and unabrogated by implication.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed in triplicate originals, by their duly authorized officers as of the day and year first above written.

CITY OF MOSIER LAKE, WASHINGTON

ATTEST:

BY Charles L. Haggner

Mabel Haterman
City Clerk

HOUSING AUTHORITY OF GRANT COUNTY, WASH.

BY John R. [Signature]
Title: Chairman

(SEAL)

Harvey Little
Secretary

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AMENDMENT TO AGREEMENT FOR WATER, SEWER & GARBAGE DISPOSAL SERVICES

WHEREAS, the parties hereto entered an agreement dated June 27, 1961 for providing water, sewer and garbage disposal services to be furnished by the City of Moses Lake to Low-rent Housing Project Wash 14-7 of the Housing Authority of Grant County; and

WHEREAS, the parties desire to amend the agreement in certain particulars as provided herein;

NOW THEREFORE, it is agreed that Section 4 of said agreement shall be amended to read as follows:

- 4. Rates. The City agrees to charge and the Authority agrees to pay for services hereunder according to the City Ordinance affixing such rates. Copies of such ordinance and subsequent ordinance revisions shall be furnished the Authority at the time of adoption.

It is further agreed that this amendment shall be effective as of October 1, 1964.

It is further agreed that all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed and executed this 10th day of ~~February~~, 1965.

March

CITY OF MOSES LAKE

ATTEST:

BY *Chester L. Jaggard*
CITY MANAGER
MOSES LAKE, WASH.

Mary L. Hopson
CITY CLERK

HOUSING AUTHORITY OF GRANT COUNTY, WASH.

BY *D. E. Nalley*
CHAIRMAN

SEAL

[Signature]
SECRETARY

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