

~~SECRET~~
AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND TUOLUMNE REGIONAL WATER DISTRICT
RELATING TO SEWER SERVICE
AND BILLING PROCEDURES

This agreement for sewer service is entered into by and between Tuolumne Regional Water District (hereafter "the District") and the United States of America, acting through the Stanislaus National Forest (hereafter "the Forest Service").

- A. Whereas, the District recognizes that the Forest Service has certain rights under Contract No. GS-00S-28676 and the Forest Service recognizes that the District has certain rights under Contract No. GS-00S-28676 which is incorporated except as amended by this agreement;
- B. Whereas, the District is required to provide sewer service within the Pinecrest Sewer Assessment District;
- C. Whereas, the District agrees to charge each customer the customer's fair share of the District's cost of providing service;
- D. Whereas, the District agrees to provide sewer service to Forest Service facilities listed in Exhibit A and the Forest Service agrees to pay its fair share for District provided sewer service;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto:

1. Ownership of Facilities

The Forest Service has heretofore assigned to the District, and the District has accepted, certain lines, valves, lift stations, and other appurtenances funded by the Forest Service for the purpose of servicing Forest Service facilities. These facilities accepted by the District are included in a separate special use permit issued under the terms of Section 7, Act of April 24, 1950 (Granger-Thye).

The District has constructed and maintains wastewater collection, treatment, disposal and associated facilities to furnish sewage service to the Service Area as shown in the separate 20 year term special use permit issued to the District on July 22, 1976.

2. Sublessees

The District and the Forest Service shall require that sublessees, contractors, subcontractors, or concessionaires and their employees comply with all applicable conditions of this agreement and that the conditions of this agreement be made a part of all sublessees, contracts, subcontracts, or permits. The Forest Service will approve all sublessees and must approve agreements to sublease prior to implementation.

3. Sewer Service

Pursuant to applicable laws, regulations, and the District Code, the District shall provide sewer service to those Forest Service facilities in Exhibit A attached hereto, subject to the capacity limitations shown in Contract No. GS-00S-28676.

The parties recognize that the Forest Service may increase the number of its facilities in the area to which the District shall

provide sewer service. The District agrees to serve these additional facilities, subject to the following conditions: the Forest Service's total demand for sewer service shall not exceed the capacity limitations identified in Contract No. GS-00S-28676; the Forest Service shall give prior written notice to the District of the Forest Service's intent to increase or expand its facilities; construction of additional lines shall be done at the Forest Service's expense, and subject to District inspection and standards; all taps or other connections into the District's sewer and related facilities shall be done at the Forest Service's expense by the District or under the District's supervision; and the Forest Service shall pay for the direct operation and maintenance cost of sewer service to these additional facilities in accordance with this agreement. No connection fee will be charged.

It is the intent of the parties hereto that the service herein provided for will be covered by successor agreements as needed.

4. Unsewered Waste

Forest Service unsewered waste includes all Forest Service administrative sites and developed recreation sites (campgrounds, picnic areas, interpretive sites, etc.) operated and maintained by the Forest Service or concessionaire. Unsewered waste does NOT include recreation residences, resorts, ski area, organization camps or other private operations. Delivery of unsewered Forest Service wastes to the sewage facility will be scheduled by the Forest Service at Pinecrest Ranger Station a minimum of 24 hours in advance of service required. The Forest Service will supply the District a copy of the report showing who dumped, where it was from and how many gallons. The

District shall not be responsible for the delivery of the unsewered waste to the District's facility. The annual sewage service fee will not include unsewered wastes. The District will charge a fee to the party or its designee depositing the unsewered waste with the District's facility. The fee will be billed at the rate of \$.00 per 1000 gallons or percentage thereof.

5. Charges for Sewer Services

The Forest Service agrees to pay annual service fees for sewer service based on a sharing of the District's direct operation and maintenance cost on a pro-ratio basis as provided for in Article VI of Contract GS-00S-28676. Payment will be made quarterly, based upon current shares distribution and estimated expenses for operation and maintenance of the sewer system. Annually, the Forest Service cost will be recalculated based on actual operation and maintenance costs of the sewer system. The adjusted cost will result in a supplemental billing to the Forest Service or a credit to be applied to the next service period.

Based upon changes in the number of Forest Service facilities being served, changes in unsewered waste treatment, changes in the quantities of proportionate demands, changes in time periods of service and changes in similar factors; the District and Forest Service shall negotiate the Forest Service share of the operation and maintenance expenses of providing sewer service. The Forest Service share will be reviewed annually and any negotiated change will apply to current period being reviewed.

The Government will make payment for services in accordance with the Prompt Payment Act.

6. Notice of Changes to District Rates and Charges

Prior to the District's revising the rates or charges specified herein, the District shall provide a minimum 30 day notice to Forest Service of District's intent to revise such charges and make available for review the proposed new rates and charges.

7. Availability of District Records

Consistent with the California Public Records Act (Government Code Sections 6250 et seq.), District records and records of any sublessees relating to sewer service to the Forest Service shall be available for review by qualified Forest Service representatives.

8. Concessionaire Billing

Concessionaires of Forest Service facilities will be billed directly. All bills for services will be done in the same manner as for the Forest Service.

9. Effective Date

This agreement is deemed to be in effect as of July 13, 1986. This agreement will terminate on December 31, 1996.

10. Modification of Agreement

This agreement may be modified or amended by mutual written agreement. In the event of a disagreement the Forest Service will make the final determination.

EXHIBIT A
to AGREEMENT Between
the Forest Service and
the District

Forest Service Facilities requiring sewer services from the District.

<u>Location</u>	<u>Type</u>	<u>Estimated period of operation</u>
Meadowview Campground	5 Comfort Stations	Apr to Oct
Pinecrest Campground	9 Comfort Stations	Apr to Oct
Pinecrest Boat Ramp	1 Comfort Station	Year long
Pinecrest Picnic Area	3 Comfort Stations	2 Apr to Oct 1 Year long
Forest Service Compound	6 Single Family Res 3 Office Buildings	Year long Year long
Pinecrest Transfer Sta	1 Trailer Dump Sta	Apr to Oct