

2023-2025 AGREEMENT TO PURCHASE WATER

Agreement is made and entered into the day and year below stated by and between the City of White Salmon, Washington, hereinafter called "White Salmon" and the City of Bingen, Washington, hereinafter called "Bingen", Witnesseth:

Whereas, the parties are committed to a relationship based upon cooperation and joint development of regional solutions for addressing their water supply needs; as set forth in the 2001 Interlocal Agreement for Construction, Operation, Maintenance and Use of Water System Improvements;

Whereas, White Salmon has water to supply to White Salmon Water customers;

Whereas, Bingen has a need for water for its customers, including the Port of Klickitat;

Whereas, Bingen and the Port have an equity interest totaling 25% of the "current reliable maximum water supply production capacity" as defined in the 2001 Interlocal Agreement for Construction, Operation, Maintenance and Use of Water System Improvements (2001 Agreement, 20% Bingen, 5% Port supplied by Bingen);

Whereas, Bingen has designated through the Department of Ecology a Water Rights Permit G4-33106 allowing up to 200 gpm to be drawn from Regional Wells #1 and #2 located in White Salmon;

Whereas White Salmon and Bingen have met as required in the 2001 Agreement and forecasted demand for the period from January 1, 2023 through December 31, 2025;

Whereas White Salmon and Bingen have met as required in the 2001 Agreement to discuss appropriate water rates and charges for the period from January 1, 2023 through December 31, 2025;

Now therefore, in consideration of the mutual covenants herein, the parties agree as follows:

1. From January 1, 2023 to December 31, 2025, White Salmon shall furnish to Bingen up to 200 gpm and 73 million gallons per year. The 200 gpm is intended to be averaged on a daily basis (288,000 gpd) but daily fluctuations should not be significant (e.g. generally within 10%) without written/email notice and approval by White Salmon or an emergency situation. Bingen agrees to operate in good faith to meet these quantities.
2. For said water, Bingen agrees to pay White Salmon a base annual fee billed monthly for the existing 3 interties with Bingen plus a usage fee paid on the 10th day of the month following billing for the previous month's usage. The annual and usage fees shall be:
 - a. \$53,160/ year (\$4,430 / month) plus \$2.06 per 1,000 gallons from January 1, 2023 to December 31, 2023.
 - b. \$57,408/ year (\$4,784/ month) plus \$2.23 per 1,000 gallons from January 1, 2024 to December 31, 2024.

- c. \$62,004/ year (\$5,167/ month) plus \$2.41 per 1,000 gallons from January 1, 2025 to December 31, 2025.
 - d. If the City of Bingen exceeds 200 gpm per minute on a daily basis or average between meter readings, the price per 1,000 gallons of water over 200 gpm will be ~~\$2.07~~ 4.18 for January 1, 2023 to December 31, 2023; \$4.48 for January 1, 2024 to December 31, 2024; \$4.80 for January 1, 2025 to December 31, 2025. If the City of Bingen exceeding 200 gpm for more than 10 consecutive days becomes repetitive, the City of White Salmon may choose to limit water sales to Bingen to 200 gpm on a daily basis.
 - e. The City of White Salmon shall charge usage rates at 1.5 times the normal rate for an emergency in which White Salmon is notified that such an emergency exists, and the City of Bingen exceeds 200 gpm (288,000 gpd) as long as the emergency does not exceed 30 days. The 1.5 times the normal rate is only applied to that amount of water exceeding the 200 gpm (288,000 gpd). If the emergency is one in which the water is necessary to protect the interests of both cities, the City of White Salmon shall charge normal usage rates for the period of the emergency.
 - f. If the City of White Salmon is unable to provide any water for 30 consecutive days or longer due to an extended emergency, the two cities will negotiate a proration of base rates.
3. Fees collected for replacement of the existing interties (current capacity/configuration) are included in the existing base rate, and Bingen will not be billed for their replacement.
 4. Costs associated with future planned improvements related to delivery of water from the well field to Bingen, including the cost sharing basis, will be negotiated prior to initiating the planned improvement.
 5. White Salmon and Bingen own and operate their own public water system as described in RCW 70.119A.020—Definitions. Bingen and White Salmon will be responsible for water quality standards in their respective boundaries as defined by their individual water comprehensive master plan. White Salmon’s water purveyor shall notify Bingen in accordance with WAC 246-290-71001 of water quality not meeting potable water standards as established by Washington State Law. Nonetheless, Bingen agrees to hold harmless and indemnify White Salmon from any negligence, or intentional acts, attributable to Bingen, including its officers, agents and employees and White Salmon agrees to hold harmless Bingen, including its officers and agents from any negligence, or intentional acts, attributable to White Salmon.
 6. Bingen acknowledges that this agreement is dependent on water availability at the wells, which have a “current reliable maximum water supply production capacity” of 655 gpm. Said wells have demonstrated declines in recent years and are monitored on a monthly basis by White Salmon. Bingen’s share of this capacity (including the Port’s 5% share) is 200 gpm and (223 acre-feet, based on Bingen’s Water Right G4-33106).

7. Interlocal Cooperation Act


This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this agreement is from January 1, 2023 to December 31, 2025.
- b. Organization. No new entity will be created under this agreement.
- c. Purpose. The purpose is to enable the City of White Salmon to supply water to the City of Bingen as a special municipal customer.
- d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. Either Party shall have the right to terminate this agreement upon not fewer than ninety (90) days written notice to the other; otherwise, this agreement shall terminate on December 31, 2025.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The White Salmon City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

This agreement shall be effective on January 1, 2023 following execution, and shall terminate on December 31, 2025, unless renewed by joint agreement of the parties. Bingen and White Salmon intend to meet, at a minimum, by June each year, to forecast water demands and discuss future rate adjustments.

In Witness Whereof, the parties have affixed their hands and seal this 7 day of December, 2022.

CITY OF WHITE SALMON



Marla Keethler, Mayor

Date: 12/7/22


ATTEST:



Clerk of the City of White Salmon

Date: 12/7/22

APPROVED AS TO FORM:



Attorney for the City of White Salmon

Date: 12-12-22

CITY OF BINGEN



Catherine Kiewit, Mayor

Date: 12/6/22

ATTEST:



Clerk of the City of Bingen

Date: 12/6/22

APPROVED AS TO FORM:



Attorney for City of Bingen

Date: 12/6/2022