

FIRST AMENDMENT

TO

AGREEMENT BY CITY OF WILLITS

FOR DISPOSAL OF SEWAGE FROM

BROOKTRAILS RESORT IMPROVEMENT DISTRICT

THIS AMENDMENT TO AGREEMENT, made this 17th day of April, 1970, 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:

WHEREAS, the parties hereto, on September 11, 1967, made and entered into an agreement entitled "Agreement by City of Willits for Disposal of Sewage from Brooktrails Resort Improvement District", herein called the "agreement";

NOW THEREFORE, the parties agree that the agreement is amended and supplemented as follows:

1. The facts upon which the agreement is predicated include the following additional facts:

(a) A portion of the District's sewer system, including collector lines and outfall line connecting the collection system into the City sewer system at Commercial Street and Mill Creek Drive, has been completed and accepted by District;

(b) District has a few residents servable by the completed and accepted portions of the District's sewer system and who are in immediate need of sewer service, and has a substantial portion of its system still under construction;

(c) City and District have previously informally agreed that the location of the stream flow measuring device in the outfall line be moved upstream, from the point of connection with the City's system to the District's boundary, in order to permit the City to connect to said outfall line below such measuring device.

agreement as to the pro-rata share of maintenance and repair is reached with the District.

2. The following is added to Section 4, "District Collection System":

District shall block off from flow into City's plant of any water, waste or matter accumulating in those portions of the collection system which shall not have been accepted by District as complete, and in those portions which shall have been completed and accepted but which are not then required for service of residents and within which the infiltration is known by the District to be excessive, District shall take prompt action to remedy excessive infiltration in those portions which shall have been completed and accepted and which are required to serve residents desiring service.

3. The following is added to Section 5, "District Outfall":

The portion of said outfall main from the measuring device at the District's boundary to the connection into the City's system shall be re-tested for excessive infiltration within two weeks of the date of this amendment. Said re-test shall be a water test, shall include manholes, and shall be conducted by District using standard testing procedures for measuring infiltration. City shall be given notice of and an opportunity to observe the conduct of the test. Any excessive infiltration shall be promptly remedied by District.

4. The edition of the Uniform Plumbing Code which shall be used in determining the fixture units forming the basis for charges, as specified in Section 7, "Monthly Service Charge", shall be the 1950 edition.

5. The following additional section is added:

7.A. Minimum Monthly Charge

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 minimum monthly amount of \$100.00, which amount shall be in lieu of the service charge payable pursuant to Section 7, "Monthly Service Charge", for those months in which the service charge payable pursuant to such section would be less than \$100.00

6. The first sentence of Section 8, "Excess Flows, Charges Therefor," is amended to read as follows:

District shall install at District's expense and shall maintain and operate a recording stream flow measuring device in the outfall sewer, at or near the District's boundary.

7. The following section is added to the Agreement:

21. Beginning of Service

The date upon which service pursuant to this agreement shall commence and upon which City shall accept and receive the flow shall be April 17, 1970, or as soon thereafter as District can effect physical connection of its outfall to City's system.

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

CITY OF WILLITS

BY: *Ottis I. Smith*  
Ottis I. Smith, Mayor

ATTEST:

*Eunice S. Southwick*  
Eunice S. Southwick, City Clerk

BROOKTRAILS RESORT IMPROVEMENT DISTRICT

BY: *Harvey Sawyer*  
Harvey Sawyer, President

COUNTERSIGNED:

*Lorraine B. Loser*  
Lorraine B. Loser, Secretary and Clerk