



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Brown, Mital, Helgeson, Manning and Simpson
FROM: Brad Taylor, Water Operations Manager
CC: Key Account Managers: Steve Mangan and Tom Williams, Fiscal Services: Susan Fahey and Deborah Hart
DATE: September 29, 2014
SUBJECT: Water District Agreement Amendments
OBJECTIVE: Information Only

Background

Currently, River Road Water District and Santa Clara Water District have Agreements with EWEB that include language regarding rate changes, proposed rate change notification and annexation responsibility and timing. Due to EWEB process changes, minor amendments need to be made to the current contracts to clarify timing.

EWEB Process

Rate changes previously were approved in April and would take effect in May. Now, typically rates are approved in December and take effect July 1.

EWEB provides notice to the Districts of proposed changes to the rates. Previously this was done in November. Now, EWEB will provide notice in October.

Annexed areas previously became the responsibility of EWEB upon the next regular billing date after District withdrawal became effective. EWEB will now take responsibility upon the effective date of the District withdrawal.

Discussion

Staff believes that making these minor changes to the timing will better align with EWEB's current processes.

River Road Water District and Santa Clara Water District have both signed the amendments.

Recommendation and Requested Board Action

This item is information only and accordingly there is no requested Board action.

**Amendment to Service Agreement
Between**

EUGENE WATER & ELECTRIC BOARD

and

SANTA CLARA WATER DISTRICT

This Amendment to the Service Agreement ("Agreement") with an effective date of September 8, 2010 between Eugene Water & Electric Board (EWEB) and Santa Clara Water District (District) shall be effective on the date this Amendment is fully executed by both parties.

The Agreement shall be amended as follows:

Section 2.2 of the agreement shall be deleted and replaced by the following:

Delete existing article 2.2:

The rate charged per service will be determined on an annual basis as all rates are reviewed by the EWEB Board. Typically, the rates are approved in April of each year and take effect in May of each year. EWEB, through its Purchase of Firm Surplus Water Agreement Water Managers Committee will notify the District of its best estimate of proposed rate changes in the preceding November, and continue to update the District of changes in the rate as it approaches approval of the EWEB Board. EWEB will inform the District of adopted changes in the rate upon final approval by the EWEB Board.

Replace article 2.2 with:


The rate charged per service will be determined on an annual basis as all rates are reviewed by the EWEB Board. Typically, the rates are approved in December of each year and take effect July 1 of each year. EWEB, through its Purchase of Firm Surplus Water Agreement Water Managers Committee will notify the District of its best estimate of proposed rate changes in the preceding October, and continue to update the District of changes in the rate as it approaches approval of the EWEB Board. EWEB will inform the District of adopted changes in the rate upon final approval by the EWEB Board.

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

SANTA CLARA WATER DISTRICT

EUGENE WATER & ELECTRIC BOARD

By: 

By: 

Title: Board President
Santa Clara Water District

Title: WATER OPERATIONS MANAGER

Date: 8/5/14

Date: 9/9/2014

**Amendment to Purchase of Firm Surplus Water Agreement
Between**

EUGENE WATER & ELECTRIC BOARD

and

SANTA CLARA WATER DISTRICT

This Amendment to the Purchase of Firm Surplus Water Agreement ("Agreement") with an effective date of September 8, 2010 between Eugene Water & Electric Board (EWEB) and Santa Clara Water District (District) shall be effective on the date this Amendment is fully executed by both parties.

The Agreement shall be amended as follows:

Section 11.2.4 of the agreement shall be deleted and replaced by the following:

Delete existing article 11.2.4:

Water rates, Changes, and Rate Design. EWEB will provide timely notification of District of proposed changes in rates, charges, and rate design. EWEB will provide District with an opportunity to evaluate and provide input on such proposals. EWEB shall consider information from the District as part of its good faith effort to provide rate and charges that are consistent with ratemaking practices of other firm surplus agreements. By November of each year, EWEB will advise the District of its best estimate of the final budget for submission to its governing body and will consult with the District. The District will be provided at least 30 days review of the rate prior to adoption by the EWEB board. The District will be advised of any significant change after submission to the governing body.

Replace article 11.2.4 with:

Water rates, Changes, and Rate Design. EWEB will provide timely notification of District of proposed changes in rates, charges, and rate design. EWEB will provide District with an opportunity to evaluate and provide input on such proposals. EWEB shall consider information from the District as part of its good faith effort to provide rate and charges that are consistent with ratemaking practices of other firm surplus agreements. By October of each year, EWEB will advise the District of its best estimate of the final budget for submission to its governing body and will consult with the District. The District will be provided at least 30 days review of the rate prior to adoption by the EWEB board. The District will be advised of any significant change after submission to the governing body

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

SANTA CLARA WATER DISTRICT

EUGENE WATER & ELECTRIC BOARD

By:

Jeffrey Roberts

By:

[Signature]

Title:

Board President
Santa Clara Water District

Title:

Water Operations Manager

Date:

8/5/14

Date:

9/9/2014

**Amendment to Purchase of Firm Surplus Water Agreement
Between**

EUGENE WATER & ELECTRIC BOARD

and

SANTA CLARA WATER DISTRICT

This Amendment to the Purchase of Firm Surplus Water Agreement ("Agreement") with an effective date of September 9, 2010 between Eugene Water & Electric Board (EWEB) and Santa Clara Water District (District) shall be effective on the date this Amendment is fully executed by both parties.

The Agreement shall be amended as follows:

Section 12.5.1 of the agreement shall be deleted and replaced by the following:

Delete existing article 12.5.1:

Water service and maintenance to the annexed area will become the responsibility of EWEB upon the next regular billing date after the District withdrawal becomes effective.

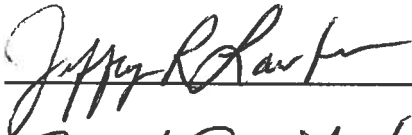
Replace article 12.5.1 with:

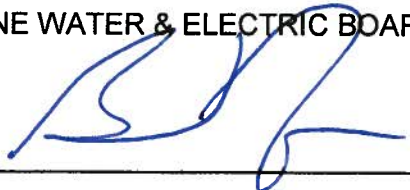
Water service and maintenance to the annexed area will become the responsibility of EWEB upon the effective date of the District withdrawal.

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

SANTA CLARA WATER DISTRICT

EUGENE WATER & ELECTRIC BOARD

By: 

By: 

Title: Board President
Santa Clara Water District

Title: WATER OPERATIONS MANAGER

Date: 8/5/14

Date: 9/9/2014

**Amendment to Service Agreement
Between**

EUGENE WATER & ELECTRIC BOARD

and

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This Amendment to the Service Agreement ("Agreement") with an effective date of September 8, 2010 between Eugene Water & Electric Board (EWEB) and River Road Water District (District) shall be effective on the date this Amendment is fully executed by both parties.

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RIVER ROAD WATER DISTRICT

By: _____

Title: _____

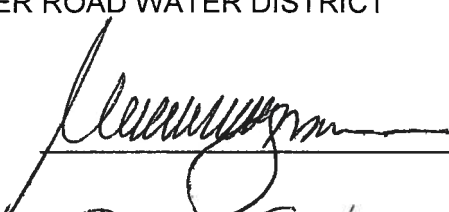
Date: _____

EUGENE WATER & ELECTRIC BOARD

By: _____

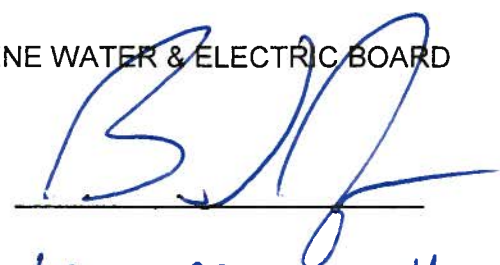
Title: _____

Date: _____



BOARD CHAIR

9/9/2014



WATER OPERATIONS MANAGER

9/9/2014

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RIVER ROAD WATER DISTRICT

By: _____

Title: Chair Board

Date: 9/9/14

EUGENE WATER & ELECTRIC BOARD

By: _____

Title: Water Operations Manager

Date: 9/9/2014

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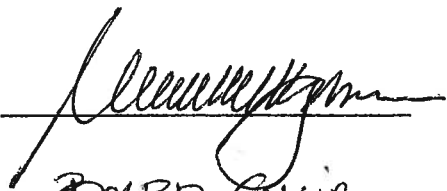
Replace article 12.5.1 with:

Water service and maintenance to the annexed area will become the responsibility of EWEB upon the effective date of the District withdrawal.

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

RIVER ROAD WATER DISTRICT

EUGENE WATER & ELECTRIC BOARD

By: 

By: 

Title: DAVID CLARK

Title: WATER OPERATIONS MANAGER

Date: 9/9/2014

Date: 9/9/2014