

FACILITIES IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SUMAS AND PUGET SOUND ENERGY

THIS Facilities Improvement Reimbursement Agreement (the “Agreement”) dated as of this 19 day of September, 2024, is made by and between the CITY OF SUMAS (the “City”) and Puget Sound Energy, Inc., a Washington corporation (“PSE”). The City and PSE may sometimes be referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, the City of Sumas (“City”) owns and operates certain utility systems, including a sewer utility, that provides sewer and wastewater disposal services (“Sewer System”); and

WHEREAS, pursuant to a wastewater agreement between the City and City of Abbotsford/District of Mission, the wastewater discharged into and collected by the Sewer System is carried by a trunk line and conveyed into City of Abbotsford/District of Mission system in British Columbia for treatment and disposal; and

WHEREAS, Puget Sound Energy, Inc (“PSE”), as the successor and assignee of Sumas Cogeneration Company, LP (“SCCLP”), operates an electrical generation facility in the City and discharges wastewater from said facility (“PSE discharge”) into the Sewer System; and

WHEREAS, in order to receive the PSE discharge into the Sewer System, and for it to be conveyed to the Abbotsford/District of Mission system, a certain chemical treatment process is necessary with respect to the PSE discharge; and

WHEREAS, PSE is responsible for the costs of the chemical treatment process, including the costs of upgrade and improvement work to the Sewer System necessary so that the chemical treatment process can be undertaken; and

WHEREAS, the existing line between the chemical tank and discharge port used for inputting the chemical treatment into the Sewer System is in need of replacement and upgrade; and

WHEREAS, the City intends to undertake replacement and upgrade of the line between the chemical tank and discharge port with a new line and PSE is obligated for, and has agreed to reimburse the City for all reasonable and actual costs associated with said replacement and upgrade.

AGREEMENT

The Parties, therefore, agree as follows:


Section 1. Line Replacement and Upgrade. The City intends to replace and upgrade the existing poly pipeline that runs between a chemical tank and discharge port and into the Sewer System and is used to administer the chemical treatment of the PSE discharge by installing a conduit to serve as a sleeve and a new pipeline inside the sleeve, which will be used for administering the chemical treatment. The improvements described in this Section 1 shall remain the property of the City.

Section 2. Cost Reimbursement. PSE shall be responsible for, and shall reimburse the City for, all reasonable and actual costs and expenses incurred by the City in connection with the line replacement and upgrade described in Section 1 above, including, but not limited to, labor, personnel, supplies, and materials.

Section 3. Statement of Costs – Invoice and Payment. The City shall send PSE an invoice for the actual costs and expenses incurred by the City and to be reimbursed by PSE. Payment shall be due from PSE to the City within 30 days of the date of the invoice. The City shall provide, within a reasonable period after receipt of any written request from PSE, such documentation and information as PSE may reasonably request to verify any such invoice.

Section 4. This agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute, the venue of any action brought hereunder shall be in the Whatcom County Superior Court.

PUGET SOUND ENERGY, INC

By 
MARK CARLSON
Title: Director, Generation & Gas Storage

CITY OF SUMAS

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

APPROVED AS TO FORM:

By _____
JAMES J. WRIGHT
Sumas City Attorney