

SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
Metropolitan Wastewater Management Commission

THIS SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of this 2nd day of March, 2026 (the "Effective Date"), by and between the City of Springfield, an Oregon municipal corporation ("Springfield"), the City of Eugene, an Oregon municipal corporation ("Eugene"), and Lane County, a political subdivision of the State of Oregon ("County"). Springfield, Eugene, and the County are collectively referred to herein as the "Parties" and individually a "Party."

RECITALS

- A. Each of the Cities has adopted, with County co-adoption, an urban growth boundary within which urban services may be provided. Each urban growth boundary includes the land that has been incorporated into that City (urban lands) and certain unincorporated areas surrounding the City which lie entirely within the County (urbanizable land).
- B. The combined area within the Cities' urban growth boundaries, as they are now or hereafter established, is a metropolitan area because of its urban or urbanizable character and the close interrelationship between the two Cities and all parts of the area.
- C. The urban character of the area makes high quality wastewater treatment necessary.
- D. In order to plan for wastewater collection and treatment on a unified basis within their urban and urbanizable areas, the Parties entered into an agreement January 8, 1974, establishing the Metropolitan Sewer Advisory Commission.
- E. The Parties then entered into an Intergovernmental Agreement to establish the Metropolitan Wastewater Management Commission ("MWMC") as the replacement for the Metropolitan Sewer Advisory Commission effective February 9, 1977 (the "Original Agreement"), which was amended effective January 4, 1978, February 16, 1982, July 19, 1991, and April 3, 1998.
- F. The Original Agreement, as amended, was then restated and amended effective July 5, 2005 (the "First Restated Agreement") and, at that time, the Parties took action to create the MWMC as an "intergovernmental entity" pursuant to ORS 190.010, 190.080 and 190.085. The First Restated Agreement was amended effective March 19, 2018.
- G. The Cities have the authority under their charters to provide for all aspects of wastewater collection and treatment and are concerned that it be provided adequately in their environs to prevent health hazards.
- H. The County, under its charter, has extensive duties under state laws regarding public sanitation, and is concerned about hazards to public health that arise from inadequate wastewater collection and treatment in the area.
- I. Under their charters and the Oregon Revised Statutes, the Cities and County may cooperate in providing wastewater collection and treatment and may enter into contracts to carry on that function jointly or by transferring the function to one of the governmental units.
- J. The Cities and the County are determined to provide wastewater collection and treatment on a unified basis within the cities' urban growth boundaries.

- K. Each City provides for the local collection of wastewater through that City's local wastewater conveyance system. These local collection facilities connect to a regional system of wastewater collection facilities owned by the MWMC. Together, these local and regional collection facilities (which do not include private laterals which convey wastewater from individual residential or commercial/industrial connections) convey wastewater to a regional treatment facilities system owned by the MWMC.
- L. The Parties adopt this Agreement in compliance with ORS 190.010 to reaffirm the creation and continuance of the MWMC, an intergovernmental entity with the powers described in ORS 190.080. This Agreement amends and restates in its entirety the First Restated Agreement, as amended.

AGREEMENT

NOW, THEREFORE, the Recitals above being expressly incorporated herein, the Parties hereby agree as follows:

1. **Defined Terms.** Some terms are defined in the text of this Agreement and some are defined in Exhibit A. Exhibit A provides an index of terms defined in this Agreement. Defined terms may be used in the singular or the plural, and defined terms that are in one part of speech, such as a noun, may be used in another part of speech, such as a verb.
2. **Commission.** The Parties acknowledge that the Metropolitan Wastewater Management Commission was created and established by the Parties as an intergovernmental entity as set forth in Recitals E and F in accordance with the requirements in ORS Chapter 190.
3. **General Function.** The MWMC shall construct, operate and maintain the Regional Facilities. The MWMC shall finance these facilities in accordance with the MWMC's Financial Plan. The MWMC shall have all the powers allowed to an intergovernmental entity under ORS Chapter 190, as it may be amended from time to time, and any other statute that grants powers to such intergovernmental entities for purposes of carrying out the specific functions set forth in Section 4 of this Agreement.
4. **Specific Functions.** The MWMC shall perform the following specific functions:
 - (a) Construct, maintain, operate, repair and improve the Regional Facilities pursuant to the MWMC's Facilities Plan or as directed by the MWMC Board, as defined in Section 5.
 - (b) Implement the Financial Plan and annual budget for the Regional Facilities.
 - (c) Recommend to the Parties a schedule of regional wastewater user fees and regional system development charges ("SDCs") to support the MWMC's specific functions. The MWMC's recommendation shall be based on its consideration of:
 - (i) The rates and amounts that the MWMC reasonably determines are necessary to meet Bond covenants, and to achieve and maintain an unenhanced credit rating of A for the MWMC's Bonds from at least one nationally recognized rating agency; and

- (ii) Such additional rates and amounts that the MWMC determines are appropriate to adequately fund the actions necessary to perform the MWMC's functions under this Agreement.
- (d) Maintain a comprehensive Facilities Plan to meet the applicable requirements of the NPDES Permit and the State's SDC laws; cooperate and coordinate with the Parties to provide information and analysis needed to comply with statewide planning goal 11 for public facilities and services planning.
- (e) Maintain a Financial Plan to provide guidance for the generation of revenue sufficient for the MWMC to fulfill its functions under the Agreement. Any update of the Financial Plan shall be designed to promote the following objectives:
 - (i) Establishing revenue adequacy to provide for long-term health and stability of the Regional Facilities through a program of monthly wastewater user fees and SDCs that are imposed uniformly throughout the Service Area to achieve full cost recovery;
 - (ii) Fully funding the needs for equipment replacement and major rehabilitation to address the long-term preservation of the Regional Facilities capital assets;
 - (iii) Fully funding a program of capital improvements to address capacity, regulatory and efficiency/effectiveness needs;
 - (iv) Ensuring equity between newly connected and previously connected users for their total contributions toward the Regional Facilities;
 - (v) Ensuring equity between various classes of users based on the volume, strength and flow rate characteristics of their discharges together with any other relevant factors identified by the MWMC;
 - (vi) Ensuring efficient and cost-effective financial administration of the Regional Facilities;
 - (vii) Complying with applicable laws and regulations including those governing the establishment of user fees and the establishment of SDCs, pursuant to ORS 223.297, *et seq.*; and
 - (viii) Those other objectives as determined by the MWMC Board, as defined in Section 5.
- (f) Establish billing and collection systems, if necessary, in locations where such systems are not already established.
- (g) Contract with the Parties as appropriate for the operation and maintenance of the Regional Facilities, administrative services for the MWMC, and for other services as necessary.

- (h) Contract for any goods or services needed for the operation and maintenance of the Regional Facilities as authorized under the Oregon Public Contracting Code, and establish or adopt any necessary rules, policies, or procedures for such procurement.
 - (i) Provide service only as specified in Section 9(e), below, and accept septage and other forms of hauled waste appropriate for treatment in the Regional Facilities from areas beyond the Service Area boundaries only as consistent with Oregon's land use goals and regulations.
 - (j) Comply with state and federal standards.
 - (k) Adopt minimum uniform standards for pretreatment requirements for industrial and other wastes as necessary.
 - (l) Adopt minimum standards for construction and maintenance of the Local Facilities.
 - (m) Take any action necessary or convenient to perform the above functions or other duties as specified elsewhere in this Agreement. No powers or duties related to local annexation or growth policies are granted to the MWMC.
 - (n) Issue Bonds as provided in ORS 190.080 or as otherwise allowed under state law, and enter into covenants regarding the operation of the Regional Facilities and the imposition of regional wastewater user fees and SDCs that are intended to secure favorable interest rates and other terms for Bonds.
 - (o) Make recommendations to the Parties concerning any contemplated expansion of the Service Area, including advising the Parties of potential impacts such an expansion would have on the MWMC and the operation of the Regional Facilities.
5. **Membership.** The governing body of the MWMC shall be the MWMC Board of Commissioners (the "MWMC Board") and shall consist of seven (7) voting members:
- (a) Each Party's Governing Body shall appoint to the MWMC Board one (1) elected official of that Governing Body.
 - (b) The City Council of Eugene shall appoint two (2) additional members to the MWMC Board. The City Council of Springfield and the Board of Lane County Commissioners shall each appoint one additional member to the MWMC Board.
 - (c) Members of the MWMC Board shall serve for the term set by the MWMC Board in its bylaws and at the pleasure of the Governing Body appointing that member.
 - (d) A quorum of the MWMC Board shall be four (4) members providing at least one member appointed by each of the Parties is present. Decisions of the MWMC Board shall require a majority vote of the entire membership (a quorum) unless otherwise provided in this Agreement or by law.

6. **Bylaws.** The MWMC Board shall adopt a set of bylaws governing its conduct. The bylaws shall:
- (a) Establish the times and places of regular meetings.
 - (b) Establish a central office for the MWMC which shall have a mailing address, a means for receiving telephone calls, and a complete set of records of the MWMC, be the main place where information about the MWMC can be obtained, and be under the charge of a designated agent of the MWMC.
 - (c) Prescribe officers of the MWMC Board, including president and other officers to be elected by the Board from among its members. The president shall see that meetings of the MWMC Board are conducted in accordance with its bylaws.
7. **Meetings.** The MWMC Board shall meet regularly at times and places designated in the bylaws. The MWMC Board may hold special and emergency meetings consistent with the Oregon Public Meetings Law.
8. **Functions of the Cities and County.** The Parties shall continue to perform the following functions:
- (a) The Cities shall provide billing and collection of regional wastewater user fees and SDCs. User fees will be billed and collected monthly. Regional SDCs will be billed and collected by Eugene and Springfield in accordance with state law.
 - (b) The Cities shall provide wastewater collection for the Local Facilities.
 - (c) The Cities shall provide customer contact.
 - (d) The Parties shall establish local annexation and growth policies.
9. **Obligations of the Cities and County.** The Parties shall assume the following obligations:
- (a) Each month, the Cities shall remit to the MWMC all revenues that are collected on behalf of the MWMC. Efforts to collect delinquent accounts will be consistent with the policies and practices for the collection of delinquent accounts for other utility fees or charges due to the Eugene Water and Electric Board for such revenues collected by Eugene and the Springfield Utility Board for such revenues collected by Springfield. If Lane County collects revenue on behalf of the MWMC, Lane County will use delinquent account collection policies and practices that are similar to those used by Eugene Water and Electric Board and the Springfield Utility Board.
 - (b) The Cities shall adopt, as a minimum, the MWMC's standards for construction and maintenance of Local Facilities and for pretreatment requirements for industrial and other wastes.
 - (c) The Cities shall adopt regional wastewater user fees and regional wastewater SDCs at the rates and in the amounts recommended by the MWMC pursuant to Section 4(c). Any

objection to the rates or amounts of such user fees or SDCs recommended by the MWMC shall be resolved pursuant to Section 18 of this Agreement.

- (d) The Cities shall provide the MWMC with regular periodic reports of revenues and expenses related to the Regional Facilities.
- (e) The Parties shall establish the Service Area boundaries and provide for adjustment thereto as necessary to ensure that service is provided to areas within the City Limits of Eugene and Springfield (City Limits); to users currently being served or to whom contractual service commitments have been made who are outside the City Limits; and to any other areas outside the City Limits to which service may be extended in conformity with each City's acknowledged comprehensive plan and with the Growth Management provisions in Chapter II of the Metro Plan and the Public Facilities and Services Element provisions in Chapter III of the Metro Plan, as amended.
- (f) The Parties shall make commitments necessary to assist the MWMC in obtaining favorable interest rates and other terms for Bonds approved by the Parties' Governing Bodies under ORS 190.080(1).

10. **MWMC's Liabilities.** The Parties shall be obligated to impose, collect, and remit to the MWMC regional wastewater user fees and regional SDCs and to comply with the obligations specifically imposed on the Parties and Governing Bodies by this Agreement. Except as provided in the preceding sentence, the Parties shall not be liable for the debts, liabilities or obligations of the MWMC.
11. **Grants and Bonds.** The MWMC shall apply for grants and issue Bonds, as needed, to achieve the objectives of this Agreement and to carry out an adequate program of wastewater collection and treatment within the Service Area.
12. **Hearings.** The MWMC may conduct hearings on complaints from: (a) any Rate Payer who is aggrieved by the actions or decisions of the MWMC; or (b) any User, pursuant to the provisions of a City's Pretreatment Code. The MWMC Board may adopt procedures regarding such hearings.
13. **Annual Budget and Capital Improvement Program.** The MWMC shall prepare an annual, and any necessary supplemental, budget and CIP. The MWMC may make expenditures or incur obligations only within limits set by the budget and CIP. Except for the expenditures the MWMC reasonably determines are necessary to meet Bond covenants and achieve and maintain an unenhanced credit rating of A for the MWMC's Bonds from at least one nationally recognized rating agency, the MWMC shall not make any expenditures until the MWMC's budget and CIP have been ratified by the Parties' Governing Bodies. The MWMC shall deliver its recommended budget and CIP, together with its estimate of the rates and amounts that are necessary to fund the recommended budget and CIP, to the Parties by May 1 of each year. If one of the Governing Bodies objects to the recommended budget, CIP or rates necessary to fund them, the objecting Party shall make every reasonable attempt to use the reconsideration and mediation process set forth in Section 18 in sufficient time to ensure that the MWMC has an approved budget by June 30.

14. Recommendations. Upon recommendation of the MWMC Board, the Parties shall:

- (a) Establish wastewater collection policies.
- (b) Provide the personnel and services necessary for the operation and maintenance of the Regional Facilities at the expense of the MWMC.
- (c) Adopt a system of regional wastewater user fees and regional SDCs as required by Section 9(c) of this Agreement
- (d) Ratify the MWMC budget and CIP pursuant to the provisions of Section 13.
- (e) Assess and collect the regional wastewater user fees and SDCs.
- (f) Apportion funds that the Parties receive for wastewater between the Party and the MWMC in direct proportion to the total fees and charges that are imposed by the Party for wastewater on behalf of the MWMC and the Party.

15. Term. This Agreement shall continue until modified by the unanimous consent of the Governing Bodies.

16. Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties.

17. Termination. Except as otherwise set forth herein, a Party, through its Governing Body, may terminate its participation in this Agreement by providing one year's advance notice of termination to the other Governing Bodies. Notwithstanding the foregoing, a Party: (a) that is obligated to collect revenue on behalf of the MWMC may not terminate its participation in this Agreement unless all Bonds have been paid or defeased; and/or (b) that has obligations under the NPDES Permit may not terminate its participation in this Agreement unless MWMC, the terminating Party and DEQ have agreed upon how such obligations will be met upon termination of such Party's participation in this Agreement.

If, upon a Party's termination of its participation in this Agreement, the Parties are unable to agree on the division of assets and liabilities between the Parties, the Parties agree to submit the dispute to the Dispute Resolution process outlined in Section 18.

18. Dispute Resolution.

- (a) If one or more of the Parties' Governing Bodies has a material dispute relating to this Agreement, the Governing Body objecting to the action shall:
 - (i) For disputes involving an action by MWMC, request that the MWMC Board reconsider such action by delivering a written request therefor to the MWMC Board. The MWMC Board may put such action on its agenda for reconsideration at any MWMC Board meeting within 45 days after receipt of the request for reconsideration. Except as provided in Section 18(c) below, if a Governing Body

objects to the MWMC Board's action after reconsideration by the MWMC Board, the Governing Body may refer the matter to the two City Managers and the County Administrator to be settled by mutual agreement.

(ii) For disputes involving an action by one of the other Governing Bodies, refer the matter to the two City Managers, and County Administrator as applicable, to recommend a resolution to the respective Governing Bodies.

(b) In the event the disputing Parties are unable to resolve such dispute, the disputing Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The disputing Parties shall select a mutually agreeable mediator, if possible with expertise on the disputed issue(s) or, if the disputing parties cannot agree upon a mediator, they shall jointly request the Presiding Judge of Lane County Circuit Court to appoint a mediator with expertise on the disputed issue(s). The disputing parties shall agree upon mediation procedures, or if the parties cannot agree to such procedures, the disputing parties agree to be subject to mediation procedures imposed by the mediator. Each disputing Party shall bear its own costs and expenses for the mediation and shall equally share the costs and expenses assessed by the mediator for administering the mediation.

(c) Notwithstanding the foregoing, if the dispute regards the MWMC's determination of rates and amounts pursuant to Section 4(c), the recourse of an objecting Party is limited to submitting the matter to the MWMC Board for reconsideration within thirty (30) days after the MWMC Board's decision is made. The MWMC Board's decision on reconsideration of those rates and amounts shall be final.


IN WITNESS WHEREOF, the undersigned, by authority of their respective Governing Bodies, have executed this Agreement.

CITY OF SPRINGFIELD, a municipal corporation of the State of Oregon

By: 
Springfield City Manager

Date: 3/12/2026

CITY OF EUGENE, a municipal corporation of the State of Oregon

By: 
Eugene City Manager

Date: 03/02/26

LANE COUNTY, a political subdivision of the State of Oregon

By: 
Lane County Administrator

Date: 03/02/2026

Exhibit A

Defined Terms

1. **"Agreement"** has the meaning set forth in the introductory paragraph of this Agreement.
2. **"BFF"** has the meaning set forth in Section 2(e) to Exhibit B.
3. **"BMF"** has the meaning set forth in Section 2(c) to Exhibit B.
4. **"BRS"** has the meaning set forth in Section 2(d) to Exhibit B.
5. **"Bonds"** means bonds, notes, loans and other borrowings of the MWMC that assist the MWMC in carrying out the Facilities Plan.
6. **"CIP"** means the list of capital improvement projects that is included in the MWMC's annual budget and annually approved by the Governing Bodies.
7. **"Cities"** means Eugene and Springfield.
8. **"City Limits"** means within the city limits of Eugene or Springfield.
9. **"City Manager"** means for the Cities of Springfield and Eugene, their respective City Managers.
10. **"County"** means Lane County.
11. **"County Administrator"** means the Lane County Administrator.
12. **"DEQ"** means the State of Oregon Department of Environmental Quality.
13. **"Effective Date"** has the meaning set forth in the introductory paragraph of this Agreement.
14. **"Eugene"** has the meaning set forth in the introductory paragraph of this Agreement.
15. **"Facilities Plan"** means the MWMC's 2004 Facilities Plan, with the 2014 Partial Facilities Plan Update, both as periodically updated, amended, or superseded, pursuant to Section 4(d) of this Agreement.
16. **"Financial Plan"** means the MWMC's 2019 Financial Plan, as periodically updated, amended, or superseded, pursuant to Section 4(e) of this Agreement.
17. **"First Restated Agreement"** has the meaning set forth in Recital F.
18. **"Governing Bodies"** means for the Cities of Springfield and Eugene, their respective City Councils, and for Lane County, the Lane County Board of County Commissioners.
19. **"Local Facilities"** means The City-owned wastewater collection and conveyance facilities within the Urban Growth Boundary that are not Regional Facilities.

20. **“Metro Plan”** means the Eugene-Springfield Metropolitan Area General Plan, with text updated through June 30, 2019 and as amended from time to time.
21. **“MWMC”** has the meaning set forth in Recitals E and F.
22. **“MWMC Board”** has the meaning set forth in Section 5.
23. **“NPDES Permit”** means, as of the Effective Date, the National Pollutant Discharge Elimination System Permit no. 102486 issued by DEQ to the MWMC, Eugene, and Springfield effective November 1, 2022 as may be extended or replaced and superseded by a newly issued permit from DEQ.
24. **“Original Agreement”** has the meaning set forth in Recital E.
25. **“Party”** has the meaning set forth in the introductory paragraph of this Agreement.
26. **“Parties”** has the meaning set forth in the introductory paragraph of this Agreement.
27. **“Pretreatment Code”** means, for the City of Eugene, Eugene Code Sections 6.550 through 6.586; and for the City of Springfield, SMC 4.001 through 4.086, both as may be amended, replaced, or superseded.
28. **“Rate Payer”** means any person or entity responsible for the payment of any charge or fee imposed on behalf of the MWMC.
29. **“Regional Facilities”** means that part of the wastewater collection, conveyance and treatment system, as defined in Exhibit B, of this Agreement, as it may be subsequently modified pursuant to the provisions of Section 3 to Exhibit B.
30. **“SDCs”** has the meaning set forth in Section 4(c).
31. **“Service Area”** has the meaning set forth in Section 9(e) and as of the Effective Date of this Agreement, means the area within the City Limits, the Eugene Airport, the Beneficial Reuse Site, the Biosolids Management Facility, and agricultural sites used for land application of biosolids.
32. **“Springfield”** has the meaning set forth in the introductory paragraph of this Agreement.
33. **“Urban Growth Boundary”** means the Eugene or Springfield Urban Growth Boundary, as adopted by the City and acknowledged by the Land Conservation and Development Commission.
34. **“User”** has the meaning set forth in a City’s Pretreatment Code.
35. **“WPCF”** has the meaning set forth in Section 2(a) to Exhibit B.

Exhibit B

Regional Facilities

1. **Background.** This Exhibit B defines the Regional Facilities necessary to provide for the shared wastewater collection, transport, treatment and disposal needs of the Eugene-Springfield metropolitan area.

Service shall be provided only within the Urban Growth Boundaries consistent with each City's requirements for connection. Facilities shall be designed and constructed to that end, but may be constructed either inside or outside an Urban Growth Boundary.

The Regional Facilities have been integrated with the Local Facilities. The combination of Regional and Local Facilities, including associated real property, comprises the entire wastewater system for the Eugene-Springfield metropolitan area.

2. **Regional Facilities.** The Regional Facilities include the following:
 - (a) The Eugene-Springfield Regional Water Pollution Control Facilities ("WPCF") that are located at 410 River Avenue, Eugene, Oregon.
 - (b) The former Springfield Plant Site located immediately southwest of the intersection of Walnut and Aspen Streets, Springfield, Oregon.
 - (c) The Eugene-Springfield Regional Biosolids Management Facilities ("BMF") that are located at 29689 Awbrey Lane, Eugene, Oregon and adjacent real property located at 90987 Brown Lane, Eugene, Oregon.
 - (d) The Beneficial Reuse Site ("BRS") that is located at 91199 Prairie Road, Junction City, Oregon.
 - (e) The Biocycle Farm Facilities ("BFF") that are located at 29689 Awbrey Lane adjacent to the BMF.
 - (f) All wastewater pipes, regardless of size or type which, as of the Effective Date, are required to transport wastewater to the WPCF, BMF, BFF or BRS from the points at which wastewater flows are combined from areas served by Eugene and Springfield together with:
 - (i) The entire "East Bank Interceptor."
 - (ii) The Glenwood River Crossing and the portions of the Glenwood collection system that convey combined wastewater flows from Eugene and Springfield service areas.
 - (g) Major pump stations, pressure mains and other facilities associated with the Regional Facilities described in Sections 2(a)-(f), above, including but not limited to:

- (i) The Willakenzie Pump Station and associated force main and Owosso bridge river crossings – located at 3050 Goodpasture Lakes Loop, Eugene.
 - (ii) The former Springfield Plant– located at Aspen and Walnut Streets, Springfield.
 - (iii) The Glenwood Pump Station – located at 3580 Franklin Boulevard, Eugene.
 - (iv) The Irvington Pump Station – located at 1248 Irvington Drive, Eugene.
 - (v) The pressure main from the WPCF to the BMF including the recycled water (W2) piping from WPCF to the BMF.
 - (vi) The pressure main from the BMF to the Irvington Pump Station.
 - (vii) The pressure main from its current point of origin approximately 250 feet north of Eighth Avenue on Mill Street in Eugene to the BRS.
 - (viii) The pressure main from the WPCF to the BMF and BFF.
- (h) All other facilities that are not Local Collection Facilities and which, before or after the Effective Date of this Agreement, have been or are acquired or constructed and maintained by the MWMC for purposes of conveying, treating, reusing or disposing of wastewater or wastewater treatment byproducts for wastewater users within the Service Area.

3. No Change Without Redesignation. Regional Facilities shall remain Regional Facilities notwithstanding any change in their function or purpose unless and until the MWMC, in coordination with the affected Party, redesignates them, in whole or in part, as Local Facilities. The need therefore shall be reviewed by the MWMC annually in conjunction with the preparation of the MWMC budget.