

AGREEMENT

This agreement is made between the Oregon Department of Fish and Wildlife (hereinafter called the Department) and the City of Nehalem (hereinafter called the City).

WHEREAS, the City of Nehalem desires to construct water diversion facilities on the West Fork of Coal Creek and on the main stem of Coal Creek in order to provide a municipal water supply to the City of Nehalem, and

WHEREAS, such diversion will reduce the volume of flowing water in both the west fork and the main stem of Coal Creek, and

WHEREAS, the City of Nehalem will need a permit from the Department of Water Resources in order to divert water for the above purposes, and

WHEREAS, the Oregon Department of Fish and Wildlife is charged with the preservation, conservation and enhancement of the fisheries and aquatic resources of the state, and

WHEREAS, the Oregon Department of Fish and Wildlife finds that stream flow on both the West Fork and main stem of Coal Creek is essential to the perpetuation, conservation and enhancement of existing fisheries and to their aquatic resources,

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

(1) The City agrees that it will permit 20% of the actual flow at any given time of the West Fork of Coal Creek to flow past the diversion structure to be constructed on said West Fork.

(2) It further agrees to allow 30% of the flow of the main stem of Coal Creek to flow past the diversion intake structure to be constructed on the main stem of Coal Creek.

(3) The City will, at its expense, construct a weir or other suitable water flow measuring device satisfactory to the Department, not more than 300 feet downstream from each of the aforesaid diversion intake structures.

(4) The City will ensure that some portion of the actual flow at any given time of the West Fork of Coal Creek will pass between the diversion intake structure and the downstream water flow measuring device, which portion, when added to whatever seepage may occur around the dam, will be approximately 20% of such flow.

(5) The City will ensure that some portion of the actual flow at any given time of the main stem of Coal Creek will pass between the diversion intake structure and the downstream water flow measuring device, which portion, when added to whatever seepage may occur around the dam, will be approximately 30% of such flow.

(6) The City will provide, at its expense, a water flow measuring device satisfactory to the Department, to be located both at the intake structure on the West Fork of Coal Creek and at the intake structure on the main stem of Coal Creek, for the purpose of determining the volume of water which is diverted from said streams into the city water supply system.

(7) The Department agrees not to protest or oppose the issuance of a water use permit for taking municipal water from Coal Creek or any of its tributaries by the City of Nehalem.

(8) The parties agree that they will jointly petition the Department of Water Resources to incorporate the provisions of this agreement into any water permit issued to the City of Nehalem for the purpose of taking municipal water from Coal Creek or any of its tributaries.

Dated this 15th day of August, 1980.

CITY OF NEHALEM

By: Wm. L. Willard

OREGON DEPARTMENT OF FISH
AND WILDLIFE

By: Robert A. Mace
Deputy Director

STATE OF OREGON, } ss
County of Marion.

I certify that the within was received by me on the 21st day of Aug., 19 80, at 8 o'clock a.m., and was recorded in Miscellaneous Records, Vol. 6 Page 751-752

James E. Sexson,
Director