

**AGREEMENT BETWEEN SNOHOMISH COUNTY, THE CITY OF
EVERETT AND SILVER LAKE WATER DISTRICT**

THIS AGREEMENT is made and entered into as of the 5th day of April, 1989, by and between SNOHOMISH COUNTY, WASHINGTON (hereinafter referred to as "County"), the SILVER LAKE WATER DISTRICT (hereinafter referred to as "District") and the CITY OF EVERETT, WASHINGTON (hereinafter referred to as "Everett"), all of which are organized under the laws of the State of Washington.

WHEREAS, the District presently owns and operates a wastewater conveyance system consisting in part of trunk sewers, lateral sewers, pump stations and force mains operated for the benefit of the citizens of the District; and

WHEREAS, in addition to its own facilities, District has contracted with Everett for treatment of wastewater from the District; and

WHEREAS, County presently owns and operates a municipal solid waste sanitary landfill (Cathcart), which is within the District Service Area, that collects and treats leachate; and

WHEREAS, District is willing to accept leachate that is pre-treated in accordance with Everett's industrial waste pretreatment requirements from County upon certain terms and conditions; and

WHEREAS, it is in the interest of the parties and the public health, safety and welfare of all the people residing in County and Everett that this Agreement be entered into;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. AUTHORITY FOR CONTRACT, COMPLETENESS, TERM

This Agreement is made and entered into pursuant to the authority vested in County, Everett and District by the provisions of RCW 39.34 (Interlocal Cooperation Act). This contract, except

where otherwise provided, shall be complete within itself and shall remain in full force and effect until altered, cancelled or terminated in accordance with the terms contained herein.

2. **DEFINITION OF TERMS.**

A. "Agreement Area" shall mean that area generally described in Exhibit A attached hereto.

B. "Maximum Daily Flow" shall be defined as the maximum total quantity of flow that County may discharge in any twenty-four (24) hour period commencing at 12:00 A.M. and terminating at 12:00 P.M. any calendar day.

"Maximum Hourly Flow" shall mean the total quantity of flow recorded over a 60 minute period.

C. "Capital Costs" shall mean all expenditures associated with but not limited to planning, designing, inspection, administration, financing, land acquisition, legal counsel, engineering, consulting and other related work for preparation of this Agreement and for upgrading, expanding and/or improving operation and maintenance of District wastewater facilities including those facilities obtained by the District by contract with Everett.

D. "Assessment Fee" shall be \$0.03 per square foot for the total gross area of the Cathcart Landfill. Such fee shall be payable before the time of connection.

E. "District Sewer System or Collection System" shall mean the sanitary sewage lines, gravity sewer lines 6-inches and larger, pump stations, force mains, siphons, manholes, interceptors, treatment plant, sludge disposal facilities and appurtenances owned and operated by District or contracted for with Everett.

F. "County Public Works Department" shall mean the Snohomish County Department of Public Works Solid Waste Division as now designated to provide solid waste management and disposal

for County or such subsequent agency as may supersede this designation.

G. "County Leachate Facilities" shall mean the leachate collection, transmission line and pretreatment system owned and operated by County and located in the general facility of the Cathcart Landfill.

H. "Flow Meter" shall mean a flow measuring device such as a Parshal flume, Palmer Bowlus flume, or other measuring device permanently installed in a structure, above or below ground and accessible for operation and maintenance. The device shall be designed to measure the peak, average daily and low flow rates from the County leachate facility. The flow measuring device shall be provided with a continuous operating flow meter to include sensing device for measuring the flow rate, together with a non-resetting totalizer and chart recorder or similar recording device approved by District and Everett. The flow meter and equipment furnished shall be suitable for the environment in which it will be installed.

I. "Leachate" shall mean the liquid waste, pre-treated in accordance with the Industrial Pretreatment Program of Everett and Everett Pretreatment Permit Number 7701 as now or hereafter amended, from the Cathcart Landfill.

J. "May" shall mean permissive, "shall" shall mean mandatory.

K. "Metering" shall mean a permanently installed flow measuring device with telemetry to a flow meter, recorder and totalizer.

L. "GPD" shall mean gallons per day.

M. "Industrial pretreatment regulations with the City of Everett" shall be as defined by Ordinance No. 1308-86 and any subsequent modifications as are officially adopted by City Council action and by Everett Pretreatment Permit No. 7701 as now or hereafter amended.

N. "Wastewater Facilities" shall mean the structures, equipment and processes required to collect and transport domestic and industrial wastes and dispose of the effluent and waste by-products.

3. PERMISSION FOR THE COUNTY TO DISCHARGE LEACHATE, CAPACITY REQUIREMENTS

A. Subject to the terms of this agreement, District hereby agrees to allow County permission to discharge pre-treated leachate which complies with Everett Pretreatment Permit Number 7701 as now or hereafter amended via a transmission line into District Sewer System in accordance with all terms set forth in this Agreement. The only point of connection to District's sewer system shall be as described in Exhibit "B" attached and herein incorporated into this Agreement. Such discharge shall never exceed a pumping rate of 12,000 gallons per hour or a maximum daily flow of 144,000 GPD.

B. Discharge of pre-treated leachate shall be coordinated with the District so as to minimize downstream impact on pump stations and trunk sewer integrity and capacity to the greatest extent possible. County shall be liable to mitigate any odor problems that might arise as a result of the discharge of pre-treated leachate into District's facilities.

C. County agrees that any and all discharge of leachate into District facilities shall be subject to the Pretreatment Regulations of Everett as now or hereafter amended and all such local police power necessary for Everett and District to enforce such regulations.

D. County agrees to submit for review and approval its plans and specifications for the County Leachate Facilities to District, Everett and the Department of Ecology (hereinafter DOE). County shall not build its Leachate Facilities prior to approval of District, Everett, the Snohomish County Health District and the DOE.

4. **MONTHLY SEWER SERVICE BILLINGS**

A. District agrees to accept and convey the County's leachate and County agrees to pay for such service at the rates in effect for that billing period for that class of customers defined by District Resolution as industrial users of District with similar strength waste, that are tributary to Everett. Payment to District will be based on County installed permanent flow meter at the Cathcart treatment facility and reported to Everett as required by Everett's Industrial Pretreatment Permit No. 7701 as now or hereafter amended. County will immediately forward copy of such Everett flow meter report to the District. District shall present a statement to County as determined by that period's flow report.

B. County flowmeter and other sampling equipment shall be calibrated and/or certified as to accuracy based upon the manufacturers' recommended schedule. District shall have the right to have any such flowmeter and other sampling equipment re-calibrated and/or re-certified at any time upon ten (10) days notice. District may take its own samples at open flow meter locations to conduct its own tests.

C. County shall pay such charges as are due to District within thirty (30) days of receipt of District's statement. Payment will be based upon actual total flow as reported to Everett under the Industrial Pretreatment Permit times District's then authorized charges. Payments not made within thirty (30) days shall become delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of 1% per month.

D. In addition to payment of District rates as provided in paragraph 4 (A) above, County shall pay High Strength Waste Charges directly to Everett based on its rates for customers with similar strength waste.

5. **FEES**

A. County shall pay to District in accordance with the District's regulations a facility hookup fee. The amount of the fee is to be calculated based upon the quantity of capacity requirements used by County in equivalent households. This is calculated to be \$651,000 for the County's facilities based upon a maximum flow of 144,000 GPD with an equivalent household being equal to 221 GPD.

In addition a General Facilities fee of \$0.03 per square foot of gross area served is required by District regulations. The total gross area of Cathcart landfill consists of 200 acres. A General Facilities fee of \$261,360.00 is required by District regulations. A total fee of \$912,360.00 is due and payable in full before connection to the sewer system.

B. County shall pay to District all capital costs as defined herein.

C. Upon payment of all sums due under A and B above, District shall service County's capacity requirements as set forth in paragraph 3 above.

D. County capacity requirements, as set forth in paragraph 3 above were established by County and submitted by County to District for this Agreement. If County's sewage flow exceeds its capacity requirements, County shall pay any and all damages, fines or penalties incurred by District that are in any manner related to or arising from County exceeding its stated capacity requirements. County shall also pay all additional fees, capital costs and assessments or other charges of the District in accordance with the District's rules and regulations in effect at that time for such additional capacity, if District determines to provide such capacity to the County. Nothing herein shall obligate District to provide County with additional capacity requirements.

E. County shall have the right to utilize said capacity requirements as it deems appropriate as long as such use remains within the regulations of District and the requirements of

Everett's Industrial Pretreatment Regulations. Nothing herein shall be deemed to allow County to transfer said capacity rights to property outside of the Agreement Area.

6. METERING

County shall install a permanent flow meter, with totalizer, at the direction of Everett, at its Cathcart Facility. This meter shall be utilized for billing purposes. County shall install a flow measuring device, such as a Parshal flume, in a separate sampling manhole immediately upstream from its connection to District collection system. Such measuring device must be approved by the District prior to installation. No connections to the sewer line between the metering manhole and sampling station and District collection system are permitted. The metering manhole shall be accessible to District twenty-four (24) hours per day seven (7) days per week. Flow meter and flow measuring devices as described in Section 2 of this Agreement shall be installed and maintained by County at County's expense. County shall install and maintain running time meters (RTM) on its pumps and shall calibrate to the extent possible such RTM's to the flow meter so as to act as a backup in case of failure of the flow meter. Design, construction and maintenance standards and methods for all County leachate facilities shall be equal to or better than the rules and regulations of District and Everett and shall be consistent with APWA, DSHS and DOE standards.

7. MAINTENANCE AND OPERATION

County shall operate and maintain all facilities of County subject to this Agreement and located upstream from the point of connection set forth in Exhibit "B". District shall maintain and operate all of its facilities located downstream from the point of connection. Everett shall maintain and operate all of its facilities located downstream from the point of connection. All such maintenance and operation shall be consistent with good

sanitary engineering practice in accordance with all applicable laws, standards and requirements as may be applicable to these specific facilities.

8. NOTIFICATION TO THE COUNTY

A. District and Everett agree to provide the County with copies of newly enacted rate increases within thirty (30) days, when possible, of the enactment of a new rate schedule.

B. District and Everett agree to provide the County with copies of newly enacted Ordinances or regulations if they are covered by the Agreement (i.e. pretreatment, connection charge modifications, etc.).

9. INSURANCE - LIABILITY

Each party shall secure and maintain with responsible insurers and/or self insure all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewer facilities operated and maintained respectively by the Parties against public and other liability to the extent that such insurance can be issued and maintained at reasonable costs. Liability for damages resulting from the operation of its leachate facilities or by County discharge of leachate and not caused or occasioned by any negligent act of District, shall be the sole responsibility of County. Any liability for damages resulting from the operation of its wastewater facilities and not caused or occasioned by any act of County nor caused in whole or in part by County discharge of leachate shall be the sole responsibility of District. County hereby agrees to indemnify and hold harmless District against and for any and all third party claims, damages, and injuries arising out of County's operation of its leachate facilities or caused in whole or in part by County discharge of leachate to District's sewer system. County shall reimburse District for any and all fines, penalties, fees or assessments placed against District by

any regulatory agency for violations of its rules and regulations that are caused in whole or in part by the operation by County of its leachate facilities or by County discharge of leachate to District's sewer system.

10. RESOLUTION OF DISPUTES

In the event any dispute shall arise among the parties to this contract as to the term of the contract or any parties performance, the Parties agree that such dispute shall be resolved by arbitration pursuant to RCW 7.04. Each party to this contract shall select an arbitrator and the panel so selected shall render a decision which shall be final and binding on all parties.

11. ASSIGNMENT

County shall not have the right to assign this Agreement or any of its rights or obligations hereunder by operation of law or by voluntary agreement without the written consent of District and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

12. TERM OF AGREEMENT

It is anticipated that the improvements currently planned will serve County and District requirements for transmission and treatment of sewage until at least December 31, 2010. In the event that unforeseen circumstances at any time affect the capability of said District facilities or Everett facilities to continue to serve County, the Parties shall negotiate terms and conditions for continued leachate transmission and treatment service for County and/or District.

In the event either District or County gives written notice to the other parties of its intent to continue said service at any time between January 1, 2010 and December 31, 2010, the Parties shall be required to continue leachate transmission and treatment service for County and/or District in the capacities described

herein for an additional five (5) year period. Upon receipt of said notice, the remaining parties shall propose terms and conditions for the continuance of said service. Said proposal may be based on all conditions then existing, including but not limited to capital and operating costs of service, other alternatives for service, growth patterns of service areas, annexations and annexation policies, and state, federal and local laws, rules, regulations and policies. In the event that the parties do not reach agreement on terms and conditions for continued service, the parties shall resolve the issues under the procedures set forth in Section 10. Service may be continued for additional five (5) year periods through December 31, 2032 pursuant to the foregoing procedure.

13. CANCELLATION OR ALTERATION OF AGREEMENT

This agreement may not be cancelled by any party without good cause and then only upon five (5) years written advance notice.

This agreement may be altered through a process of negotiation which may be invoked by any party through written notice given thirty (30) days in advance of the first negotiation session. If after good faith bargaining no agreement can be reached the issue shall be submitted to arbitration in accordance with Section 10 of this agreement.

14. COUNTY/EVERETT SOLID WASTE PLANNING

A. As the ultimate leachate treatment facility for the County's solid waste disposal facility, the County's discharge of leachate from the County's solid waste disposal facility at Cathcart and the acceptance of said leachate into the City of Everett wastewater transmission and treatment facilities constitutes joint City/County solid waste planning, meeting the intent of RCW 70.95.080 and the guidelines therefor. City and County agree to conform their respective solid waste management comprehensive plans to include the County's Cathcart solid waste

disposal site as an alternative disposal site for City of Everett solid waste, regardless of whether the City determines to utilize said County's solid waste disposal facility.

City and County agree and jointly submit to the State Department of Ecology, as the authorized representation of both parties, that the discharge of Cathcart leachate into the City's wastewater transmission and treatment facilities places the County's solid waste disposal site at Cathcart in the jurisdiction of the City for solid waste planning purposes, within the intent of RCW 70.95.130, regardless of whether the City determines to utilize the County's solid waste disposal facilities in the execution of the City's Solid Waste Management Comprehensive Plan.

B. In the event that City determines to utilize the County solid waste disposal facility at Cathcart or other County operated landfill, as part of the execution of the City's Solid Waste Management Comprehensive Plan, disposal fees for City of Everett residents and haulers shall be reasonable and shall be no greater than disposal fees charged by the County to non-City residents and non-City haulers for regular disposal. City accepts that the County may charge a reasonable rate differential for intermittent use in the event that City does not deliver all of its waste stream to the County's facilities or uses the County facilities for by-pass or other irregular disposal.

C. City and County recognize mutual interests in future closed landfill regulations and agree to coordinate their positions before state and federal administrative and legislative bodies to advocate that any new regulations for closed landfills consider fiscal impacts and provide appropriate fiscal arrangements for impacted agencies.

D. County and City will review sewage sludge utilization regulations and recommend modifications which will encourage environmentally sound sludge utilization within Snohomish County. Sludge utilization options shall include but not be limited to agricultural and silvicultural utilization and

at the sites or facilities of which non-City waste is finally disposed. The County may, at its option, cause City solid waste to be disposed at the same sites or facilities at which County waste is disposed.

reclamation of construction sites. In addition to utilization, County and City will develop guidelines for sludge disposal at Cathcart or other appropriate sludge disposal sites.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 5th day of April, 1989.

Approved as to form:

CITY OF EVERETT

[Signature]
Everett City Attorney

By: [Signature]
Mayor

[Signature]
CITY CLERK

Approved as to Form:

SNOHOMISH COUNTY, WASHINGTON

[Signature]
Deputy Prosecuting Attorney
Reviewed by Risk Management
Approved (✓) Other ()
[Signature] 4-4-89

GARY WEIKEL
By: [Signature] Administrator
Executive APR 05 1989 D-14

Approved as to form:

SILVER LAKE WATER DISTRICT

[Signature]
Attorney for Silver Lake Water District

By: [Signature]
Commissioner

By: [Signature]
Commissioner

By: [Signature]
Commissioner / Secretary

EXHIBIT A

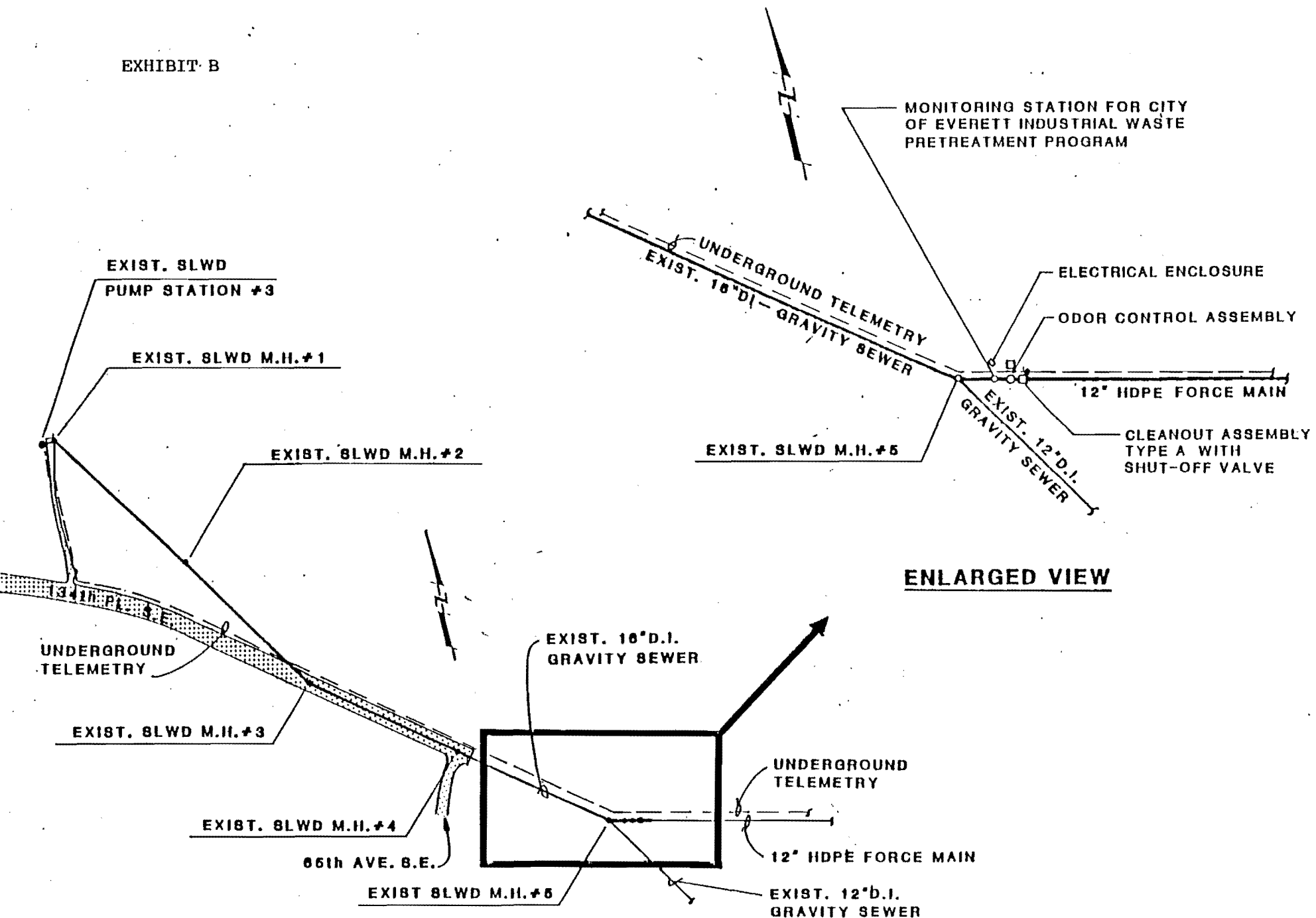
CATHCART SANITARY LANDFILL

Legal Description

The West 1/2 of the NW 1/4 together with the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 36, Township 28, Range 5, East, W.M., except State Highway 9 located therein, Snohomish County, Washington.

The lands herein described contain an area of 197.82 acres, more or less.

EXHIBIT B



ENLARGED VIEW

12" FORCE MAIN CONNECTION TO SLWD M.H. #5

N.T.S.

07/88