

Appendix 2
System participation agreement (with Everett)

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MAY 15 2009

PARTICIPATION AGREEMENT
EVERETT REGIONAL CONSECUTIVE SYSTEMS LEAD AND COPPER RULE
MONITORING PROGRAM

OPERATIONS & MAINTENANCE

THIS AGREEMENT dated _____ between the City of Everett, a municipal corporation of the State of Washington ("City") and Silver Lake Water & Sewer District, ("Participant") witnesses:

1. City and Participant acknowledge their respective responsibilities as drinking water purveyors under the USEPA's Lead and Copper Rule (40 CFR Part 141) to monitor drinking water at customer taps for possible lead and copper contamination. Accordingly, Participant agrees:

- a. To conduct monitoring, as directed by City staff and as detailed in the most current version of the Everett regional LCR monitoring plan. Participant will collect and deliver samples to City in accordance with protocols and schedules established by City, DOH, Participant, and other participants;
- b. To conduct follow up monitoring and investigation on any LCR sampling location where the initial routine monitoring results exceed the action limits for lead or copper and report the results to City and DOH according to the Everett regional LCR monitoring plan, the DOH, or federal regulations;
- c. To select monitoring locations meeting the requirements of the LCR and 40CFR141.86(a);
- d. To assist City with water quality parameters monitoring if assigned by the plan;
- e. To conduct public notification if required by the plan or DOH as part of LCR compliance.

2. City agrees to establish and administrate the Everett regional consecutive systems lead and copper monitoring program. City will be responsible for regional coordination and reporting of data timely submitted to the City by all participants.

3. City will pay all costs of sample analysis, data coordination and analysis, and reporting. Participants will pay all costs of sample collection and monitoring, staff coordination and participation, and public notification materials and mailing. (City's retail water distribution system shall perform monitoring and pay its collection and monitoring costs as a participant.)

4. This agreement is directed toward monitoring for regulatory agency compliance and reporting only. The City and each participant remain responsible for LCR compliance within their respective local distribution systems.

5. This agreement may be terminated by either party by giving 90 days notice to the other.

Regional LCR Participation Agreement

City of Everett

Participant System:

Silver Lake Water & Sewer District

Mayor:

Ray Stephenson

System Representative Signature:

Curran G.M.

Mailing address:

Approved as to form

P.O. Box 13888

City Attorney:

James A. Dye

Mill Creek, WA. 98082-1888

DOH System ID#: 79250B

Attest

Shaun Marks
City Clerk

Population served: 44,000