

## **RESOLUTION NO 11- 020**

### **A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH KITTITAS COUNTY WATER DISTRICT NO. 2 FOR WASTEWATER SERVICES**

**WHEREAS**, the City owned and operated a Wastewater Treatment Facility that provided wastewater treatment services to a service area that included the corporate boundaries of Roslyn and the corporate boundaries of Kittitas County Water District #2.

**WHEREAS**, the City has provided wastewater treatment and disposal services to the District since 1994;

**WHEREAS**, pursuant to NPDES Permit No. 002233-1, Roslyn's Wastewater Treatment Facility discharged to Crystal Creek under interim effluent limitations. More stringent limitations were imposed by the Department of Ecology on June 1, 2006, which standards would require significant capitol upgrades to Roslyn's existing Wastewater Treatment Facility;

**WHEREAS**, the City is party to the Third Amended Kittitas County Regional Wastewater Treatment Facilities Project Agreement, and Development Agreement, and Service Agreement between the City of Cle Elum, Town of South Cle Elum, City of Roslyn and MountainStar Investments, Inc.(Now Suncadia), dated October 14, 2003 ("Regional Wastewater Project Agreement"), which authorized the City to connect to a new regional wastewater treatment facility ("Regional Facilities") to be operated in the City of Cle Elum;

**WHEREAS**, the Regional Facilities have been developed in a satisfactory and timely manner, and the City has connected to the Regional Facilities, which required the City to undertake capitol improvements to modify its existing Wastewater Treatment Facility and to construct an interceptor to convey wastewater flows to the Regional Facilities;

**WHEREAS**, the Regional Wastewater Project Agreement and the City's Facilities Plan incorporates wastewater treatment services for the District as part of the City's collective wastewater flow to the Regional Facilities;

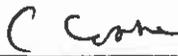
**WHAREAS**, pursuant to the Regional Project Agreement, new connections within the City's and Districts service areas will require capitol reimbursement charges which will be applied uniformly to all customers connecting to the Regional Facilities;

**WHEREAS**, by execution of an Agreement, the parties intend to share the use and expense of the interceptor connecting the City's facilities to the Regional Facilities and outline the details of use, availability, and cost of sewer capacity available to the district; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSLYN, WASHINGTON, AS FOLLOWS:**

**Section 1. The Mayor is hereby authorized finalize and execute an Agreement, in substantially the same form as attached, with Kittitas County Water District #2 for Wastewater Services, any substantial changes to the attached agreement will require Council approval.**

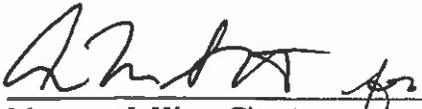
**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 28th DAY OF JUNE, 2011.**

  
\_\_\_\_\_  
Cordy Cooke, Mayor Pro-Tem

**ATTEST:**

  
\_\_\_\_\_  
Amber Shallow, Clerk-Treasurer

Approved as to form:

  
\_\_\_\_\_  
Margaret J. King, City Attorney

## **AGREEMENT FOR WASTEWATER SERVICES**

This Agreement for Wastewater Services is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, between the City of Roslyn, a municipal corporation (hereinafter referred to as the "City" or "Roslyn"), and Kittitas County Water District #2, a special purpose district (hereinafter referred to as the "District"), for the provision of wastewater disposal services.

### **I. RECITALS**

WHEREAS, the City owned and operated a Wastewater Treatment Facility that provided wastewater treatment services to a service area that included the corporate boundaries of Roslyn and the corporate boundaries of Kittitas County Water District #2. A map reflecting the corporate boundaries of Kittitas County Water District #2;

WHEREAS, the City has provided wastewater treatment and disposal services to the District since 1994;

WHEREAS, pursuant to NPDES Permit No. 002233-1, Roslyn's Wastewater Treatment Facility discharged to Crystal Creek under interim effluent limitations. More stringent limitations were imposed by the Department of Ecology on June 1, 2006, which standards would require significant capitol upgrades to Roslyn's existing Wastewater Treatment Facility;

WHEREAS, the City is party to the Third Amended Kittitas County Regional Wastewater Treatment Facilities Project Agreement, and Development Agreement, and Service Agreement between the City of Cle Elum, Town of South Cle Elum, City of Roslyn and MountainStar Investments, Inc.(Now Suncadia) , dated October 14, 2003 ("Regional Wastewater Project Agreement"), which authorizes the City to connect to a new regional wastewater treatment facility ("Regional Facilities") to be operated in the City of Cle Elum;

WHEREAS, the Regional Facilities have been developed in a satisfactory and timely manner, and the City has connected to the Regional Facilities, which required the City to undertake capitol improvements to modify its existing Wastewater Treatment Facility and to construct an interceptor to convey wastewater flows to the Regional Facilities;

WHEREAS, the Regional Wastewater Project Agreement and the City's Facilities Plan incorporates wastewater treatment services for the District as part of the City's collective wastewater flow to the Regional Facilities;

WHAREAS, pursuant to the Regional Project Agreement, new connections within the City's and Districts service areas will require capitol reimbursement charges which will be applied uniformly to all customers connecting to the Regional Facilities;

WHEREAS, the parties understand that the City has limited control over the operation and maintenance costs or the equipment replacement costs incurred by the Regional Treatment Facility; and

WHEREAS, by execution of this Agreement, the parties intend to share the use and expense of the interceptor connecting the City's facilities to the Regional Facilities and outline the details of use and availability of sewer capacity available to the district

NOW THEREFORE, the City and the District agree as follows:

## **II. AGREEMENT**

### **A. Definitions**

1. "Average Day Flow" – The sum of all daily flows for a year divided by the number of daily flows added.
2. "Biochemical Oxygen Demand" ("BOD") – The quantity of dissolved oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 centigrade.
3. "Districts Service Area" – Area within the legally defined boundaries of the Kittitas County Water District No. 2, a special purpose district of the State of Washington. A map of the Districts Service Area is attached hereto as Exhibit A.
4. "DOE" – Washington State Department of Ecology.
5. "Draw-Down Tests – a procedure for verifying a pump rate conducted by observing the time required for a pump to lower the level of the wet well by a measured volume and then calculating the pump capacity from that data.
6. "EPA" – Federal Environmental Protection Agency.
7. "Equivalent Residential Unit" ("ERU") – One ERU equals one single-family residence. For sewer customers other than single-family, one ERU equals quarterly water used in cubic feet divided by 2920 cubic feet per quarter.
8. "Facilities Plan" – The City of Roslyn Comprehensive Sewer and Wastewater Facilities Plan (February, 2003).
9. "GPCD" – Gallons per capita per day, a unit of flow.
10. "GPD" – Gallons per day, a unit of flow.
11. "Flow" – The rate at which wastewater moves in terms of volume per unit of time.
12. "Industrial User" – Any user identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions: (a) Division A: Agriculture, Forestry and Fishing, (b) Division B: Mining, (c) Division D: Manufacturing, (d) Division E: Transportation, Communications, Electric, Gas, Sanitary Services, and (e) Division I: Services. A user listed in the divisions listed above may be excluded if the user will introduce primarily segregated sewage domestic wastes or waste from sanitary convenience to the sewerage system.
13. "Infiltration" – Groundwater which enters sewers.

14. "Inflow" – Storm and other surface waters which enter sewers.
15. "Interceptor" – A sewer whose primary purpose is to transport wastewaters from the collector sewers to a treatment facility.
16. "Interceptor Project" – Construction of a wastewater interceptor line connecting Roslyn's present wastewater plant site with the Regional wastewater system, delivering Roslyn and Ronald's wastewater to the Cle Elum site of the Regional treatment plant. The project includes wastewater lagoon decommissioning and an attenuation project.
17. "Lateral Sewer" – A sewer that has no other common sewers discharging into it.
18. "Main Sewer" – A sanitary sewer receiving wastewater directly from one or more sewers that receive flow from one or more lateral sewers.
19. "MGD" – Million Gallons per Day, a unit of flow.
20. "MG/L" – Milligrams per Liter, a unit of flow.
21. "NPDES" – National Pollutant Discharge Elimination System.
22. "Peak Day Flow" – The greatest flow measured for any day of the year.
23. "Pump Flow and Capacity" – Total Flow from the pump station shall be calculated by multiplying the pump operating hours over a time period, as recorded by the pump RTM, by the capacity of the pump.
24. "Regional Capitol Reimbursement Charge" – Charge to be paid by the District to the City for each new connection in the District Service Area that connects to the City's Sewerage System.
25. "Regional Facilities" – A regional wastewater treatment facility sited in Cle Elum and associated facilities to be constructed pursuant to the Regional Wastewater Project Agreement.
26. "Run Time Meter" ("RTM") – A device which records the cumulative total time that a pump has operated.
27. "Sewerage System" – The sewer system and wastewater disposal facilities used to collect and dispose of wastewater.
28. "SS" – Denotes suspended solids, as set forth in Standard Methods for the Examination of Water and Wastewater, 20<sup>th</sup> Edition, 1998, as may be updated or revised. Solids that either float on the surface or are in suspension in wastewater and which are largely removable by standard laboratory filtration procedure.
29. "Wastewater" – Sewerage derived from habitation and use of buildings for residential, institutional, or commercial purposes, from which storm and other surface water and ground water is excluded.
30. – "Volume" – Quantity of water of wastewater.

## **B. Wastewater Collection and Disposal**

1. Capacity. The City shall provide 145 Equivalent Residential Units (ERU's) of Capacity to the district. An ERU shall be determined by the formula described in the current Regional Sewer Agreement.

2. Collection and Disposal. The District shall deliver to the City all wastewater collected by the District within the District's Service Area and the City shall accept such wastewater for disposal subject to the terms of this Agreement. The District is solely responsible for wastewater collection within the District's Service Area. The District shall maintain its sewer interceptor, pump, and other facilities necessary to deliver its wastewater to the City's Sewerage System in good working order.

3. Volume. The average day flow of wastewater delivered from the District to the City shall not exceed 25,000 GPD. The Peak Day Flow of wastewater delivered from the District to the City shall not exceed 100,000 GPD.

4. Strength. The strength of the Districts wastewater shall not be greater than that of wastewater derived from domestic sanitary conveniences and shall not exceed 300 MG/L of BOD's and SS.

5. Connections. The District may effect permanent or temporary connections to the City's Sewerage System, as long as the connections do not exceed 145 ERU's as described in Section B1; and provided the District pays all costs and expenses related to such permanent or temporary connections, and excess hydraulic capacity is available within the City's Sewerage System downstream of the connection.

5. Existing Pump RTM. The existing RTM's located at the District's pump station shall continue to be owned and maintained by the District at the District's sole expense. Replacement of the RTM's shall be at the District's expense.

6. Testing and Inspection. The City may periodically conduct Draw-Down Tests at the pump station to verify pump flow and capacity. Furthermore, the City may collect and analyze, at the District's expense, up to four samples per year of wastewater discharged by the District to determine whether the wastewater is of unusual strength, is incompatible with the treatment process, or is discharged in harmful quantities. The District shall at no time deny the City access for all testing, collection, and inspection. The City shall notify the District in advance of all proposed testing and inspections.

7. Infiltration and Inflow. The District shall take all preventive and corrective action suggested by the City to eliminate any infiltration and/or inflow into the District's sewerage system. All costs associated with preventive or corrective measures shall be the responsibility of the District. If the District is unable to correct or prevent the infiltration or inflow, the City may take any action necessary to prevent or correct the infiltration or inflow. All costs expended by the City shall be paid by the District.

### **C. Payment for Wastewater Treatment and Disposal Services**

1. **Total Payment Amount.** The District shall pay the City a total payment amount comprised of the following in accordance with the City's adopted rates: (a) the Districts proportional share of the operation and maintenance costs associated with regional wastewater treatment based on the calculation set forth below; (b) all new connections that fall under the Regional Capitol Reimbursement Charge; (c) the Districts proportional share of the debt incurred by the City to finance the interceptor project, and (d) the Districts proportional share of the operation and maintenance cost related to the interceptor.

a. **Regional Operation and Maintenance costs** are calculated by determining the number of ERU's. For the quarterly periods ending March 31, June 30, September 30, and December 31 of each year, the District shall submit a written report to the City setting forth (a) the number of single-family residential customers billed by the District for local sewerage charges as of the last day of the quarter, (b) The total number of all customers billed by the District as of such day, and (c) the total water consumption during such quarter for all customers billed by the District other than single-family residential customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water that does not enter the City's sanitary facilities, consistent with the Regional Wastewater Treatment Facilities Project Agreement, including any amendments thereto, which is attached hereto as Exhibit B and incorporated herein by reference as if set forth in full. The total quarterly water consumption report in cubic feet shall be divided by 2920 to determine the number of residential customer equivalents which represents the Districts customers that are not single-family residences. THIS SECTION TO BE REVISED TO REFLECT THE CURRENT REGIONAL SEWER AGREEMENT

b. **Regional Capitol Reimbursement Charge.** The District shall pay \$3900.00 (three thousand nine hundred dollars) for each new connection in the Districts Service Area that connects to the City's Sewerage System. This amount is subject to change according to the terms of the Regional Wastewater Treatment Facilities Project Agreement, including any amendments thereto, which is attached hereto as Exhibit B and incorporated herein by reference as if set forth in full.

c. **Interceptor Project Reimbursement Charges.** The District shall reimburse the City for the Districts proportional share of the Interceptor and Lagoon Attenuation Project Loan, which debt was incurred by the City to finance the Interceptor Project, The payment shall include the District's proportional share of the USDA loan payment plus the USDA annual debt reserve set aside plus the annual Public Works Trust Fund loan payment. The annual loan amounts will be divided by the total number of connections to determine the annual cost per connection. The District annual portion of the loan payment shall be calculated by multiplying the number of connections as last reported by the District, in the District, by the annual cost per connection, which amount will vary as the number of connections change.

d. **Interceptor Operation and Maintenance Costs.** The City shall charge the District for its proportional share of the cost of operation and maintenance of the Interceptor line. These charges will be based on the volume of wastewater determined by the RTM's in the District's pump station.

2. Billing. The City shall submit a monthly bill to the District for the costs described in Section 1 above. The bill will be itemized to reflect the regional operation and maintenance costs, any capitol reimbursement charges, the interceptor project reimbursement charge, and the flow based interceptor operation and maintenance costs. These charges will be due on the last day of the month following the month of the invoice date. The USDA annual payment will be included in the February invoice and the PWTF annual payment will be included in the July invoice.

3. Penalties. If any charge, or portion thereof, due the City remains unpaid for 30 (thirty) days following its due date, the District shall be charged interest on the unpaid amount. The interest rate shall be the same as paid the USDA for the Interceptor Project loan. The City may, upon the District's failure to pay such amount, enforce payment by any remedy available by law or equity.

4. Equipment Malfunction. Should the District's RTM's malfunction, the City shall estimate the volume of wastewater discharged by the District during that quarter by using the percentage of flow calculated for the same quarter of the previous year, adjusted to include new connections.

5. Federal and State Guidelines. The City shall conform its rates and charges for wastewater services to equitable standards consistent with the requirements of applicable federal and state agencies.

#### **D. Special Wastes.**

1. Prohibited Waste. The following shall not be discharged into the City's Sewerage System absent a special agreement to the contrary: (a) waste(s) prohibited by the EPA or DOE, (b) waste(s) of unusual quantity or organic strength, (c) waste(s) containing toxic or deleterious matter incompatible with the waste treatment process, and (d) waste(s) that may be harmful to the treatment process or the quality of the receiving waters.

2. Special Agreement. Prior to execution of a special agreement exempting prohibition of wastes listed in Section 1 above from being discharged into the City's Sewerage System, the City shall consider concerns, if expressed, by the City of Cle Elum or the Regional Sewer Committee (as defined in the Regional Wastewater Project Agreement). As part of such a special agreement, the City may require that concentration of such substances be eliminated or reduced to acceptable limits by pretreatment. The District shall ensure that waste discharged to its system meets the relevant quality standards set forth by all regulatory agencies and the City.

#### **E. Permits and regulations.**

1. District Responsibilities. The District shall be responsible for its Sewerage System including obtaining all necessary permits required to operate said system, maintaining records, and reporting to the DOE, the EPA, or other regulatory agencies. The District shall be responsible for ensuring that all industrial users within its Service Area obtain all permits governing their waste discharges and for maintaining records or reports required by all regulatory agencies.

2. City Responsibilities. The City shall be responsible for satisfying the requirements of the Regional Wastewater Project Agreement and records and regulatory requirements related to wastewater services provided by the City.

**F. General Terms.**

1. Terms. This agreement shall become effective on the date it is executed by both parties and shall remain in full force for a term of forty (40) years.

2. Assignment. The District shall not have the right to assign this Agreement or any of its rights and obligations under this Agreement either by operation of law or by voluntary agreement without the prior written consent of the City.

3. Termination. The District, at no time, may terminate its obligations under this Agreement without first obtaining written consent from the Roslyn City Council. The City, at no time, may terminate its obligations under this Agreement without first obtaining written consent from the District's Board of Commissioners.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both parties.

5. Governing Law. This Agreement is governed by the laws of the State of Washington that apply to contracts executed and to be performed entirely within the State of Washington.

6. Attorneys Fees. In any dispute involving this Agreement, the party who substantially prevails shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs and disbursements from the other party.

7. Indemnification. The City and the District shall hold each other harmless from any loss or damage to the property of the other or from claims of third persons caused by the negligence of said party, its elected or appointed officials, its agents or employees, as related to any operation and/or maintenance practice pertaining to the City and Districts Sewerage Systems.

8. Insurance. The District shall secure and maintain insurance with respect to its Sewerage System against loss or damage to the Sewerage facilities operated and maintained by the District

9. Notices. All notices under this Agreement shall be in writing, and shall be delivered or mailed, and shall be effective as of the date of delivery, on the date of receipt as shown on the return receipt, or three days after the postmark date if there is no return receipt. Notices shall be addressed to the following addresses or to such other address as the party may specify in writing.

TO CITY:

City of Roslyn  
P.O. Box 451  
100 East Pennsylvania Avenue  
Roslyn, WA 98941-0451

TO DISTRICT:

Kittitas County Water District #2  
P. O. Box 116  
Ronald, WA 98940-0116

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

CITY OF ROSLYN

KITTITAS COUNTY WATER DISTRICT #2

\_\_\_\_\_  
Mayor Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Commissioners Date \_\_\_\_\_

\_\_\_\_\_  
City Clerk Date \_\_\_\_\_

\_\_\_\_\_  
District Clerk Date \_\_\_\_\_