

**AGREEMENT
BETWEEN SNOHOMISH COUNTY AND
THE MUKILTEO WATER DISTRICT**

THIS AGREEMENT between SNOHOMISH COUNTY, a Washington county (the "County") and the MUKILTEO WATER DISTRICT, a Washington special purpose district (the District") is dated this 23rd day of September 2003.

WHEREAS, the District owns and operates a wastewater collection system in Snohomish County and contracts with the City of Everett for treatment of wastewater; and

WHEREAS, the County is constructing a solid waste transfer station (the "Station") located on property legally described in Exhibit A (the "Agreement Area"); and

WHEREAS, the Agreement Area is located in the District's Service Area and the County desires to connect wastewater facilities constructed thereon to the District's wastewater collection system and discharge wastewater, leachate and stormwater into that system; and

WHEREAS, District will accept into its system discharge treated in accordance with the requirements of the District's resolutions, Everett's Pretreatment Ordinance, other local and state and federal regulations, and the terms and conditions of this Agreement;

NOW, THEREFORE, the County and the District agree:

1. **Agreement.** The County shall, at its expense, connect wastewater facilities located on the Agreement Area and serving the Station to the District's wastewater collection system and the District shall accept wastewater discharged from the Agreement Area and Station according to the following terms and conditions.

2. **Definitions.** For purposes of this Agreement the following meanings shall be ascribed to the following terms:

- A. "Agreement Area." The area legally described in Exhibit A.
- B. "District System." The District's wastewater collection system composed of 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 the District or contracted for with Everett.
- C. "Maximum Daily Flow." The maximum quantity of flow that the County may discharge into the District System from the Agreement Area during any twenty-four (24) hour period commencing at 12:01 A.M. on any calendar day and terminating at 12:01 A.M. the following calendar day.
- D. "Rate-of-flow Meter." A magnetic flow meter intertied with a pinch valve for the purpose of limiting County discharge to the District System to 20 gallons per minute.
- E. "May." Permissive.

- F. "Shall." Mandatory.
- G. "Metering." The process of transmitting data to the District's office through a permanently installed flow measuring device[s] with an indicator and totalizer, and a local flow recorder for County monitoring purposes, including a transmitter, telephone circuit, and connection to the District's SCADA system for District monitoring.
- H. "GPM". Gallons per minute shall be a sixty second average of instantaneous flow.
- I. "GPD." Gallons per day.
- J. "Everett's Pretreatment Ordinance." City of Everett Ordinance No. 2034-95 as amended by Ordinance No. 2247-97, as it currently exists or as it may be amended in the future.
- K. "Wastewater Facilities." The structures, equipment and processes required to collect and transport domestic and industrial wastes and to dispose of the effluent and waste by-products.

3. **County Wastewater Facilities.** The County shall be responsible for constructing all wastewater facilities required to serve the Agreement Area in accordance with District standards and specifications, District regulations and regulations of the Department of Ecology, and the terms of this Agreement, and the County shall be responsible for all costs associated therewith.

4. **Service Agreement.** This is a service agreement. The County is not purchasing any capacity reserved to the District in the Sewage Disposal Agreement between the City of Everett and the District, as amended, see Snohomish County Auditor file numbers 85050204, 8602060198, and 9207060392; and the County is not intended to be a third-party beneficiary of the agreement. The capacity limitations of this agreement derive from and cannot modify the capacity requirements of the Agreement between the City of Everett and the District.

5. **Discharge Authorization.**

- A. The County may discharge into the District System from the Agreement Area wastewater, leachate and stormwater (collectively "Wastewater") that complies with Everett's Pretreatment Ordinance and Everett's Discharge Authorization. The County's wastewater discharge shall not exceed 28,800 GPD (20 GPM average per day), with a maximum 60-second flow of 22 GPM..
- B. The County shall connect its wastewater facilities to the District System at Manhole No. 5 (installed by developer extension #313) ("the point of connection") located at 10700 Minute Man Drive, as shown on Exhibit B. The County shall own, and have sole responsibility for, all wastewater facilities upstream from, and including, the point of connection.

- C. The County shall coordinate discharge of Wastewater with the District to minimize downstream impact on pump stations and trunk sewer integrity and capacity. The County shall be responsible for mitigating odor problems arising because of the discharge of its Wastewater into the District's system.
- D. The County shall submit to the District for review and approval plans and specifications for its on-site wastewater facilities, and the County shall not construct or install its wastewater facilities prior to District approval.
- E. The District shall inspect construction of the County's on-site wastewater facilities, and those facilities shall not be connected to the District System until District approval has been given in writing.

6. Metering and Operation.

- A. The County shall install, in a suitable environmental setting, a permanent rate-of-flow meter that is accessible for operation and maintenance and designed to measure the discharge from the lift station and to limit flows from the Agreement Area. The District must approve the County's choice of rate-of-flow meter before it is installed, and it shall have the right of access to the meter and recorder at the Station.
- B. The rate-of-flow meter shall incorporate a continuous operating flow meter, including a sensing device to measure rate-of-flow; a non-resetting totalizer; and a chart recorder or similar recording device. The equipment transmitting data from the rate-of-flow meter shall be located above-ground in a weather proof enclosure, and it shall be accessible to the District at all times. The County shall install a magnetic flow-measuring device with an automatic control valve to limit the maximum rate-of-flow into the District System. The County shall provide telemetry to District office to allow District personnel to continuously monitor and record the flow from the Agreement Area. The County shall be responsible for all cost of installation and maintenance of the telemetry system and for paying all service charges related to the telephone transmission of the signals to the District's SCADA system.
- C. The meter and measuring devices, including telemetry, required by 6 A. and 6 B. shall be installed, maintained, and calibrated at the County's expense according to the manufacturers' recommended schedule. The District may, at its own expense, re-calibrate or re-certify such equipment upon ten (10) days notice.
- D. All wastewater flow from the Agreement area to the District's system shall flow through the metering manhole before discharging to the District's system. The metering manhole shall be accessible to District at all times, and the District may take samples at the force main outlet or at the lift station for the purpose of conducting tests at its own expense.

- E. The County shall operate and maintain all of its wastewater facilities upstream of the point of connection in a manner consistent with good sanitary engineering practice in accordance with all applicable laws, standards and requirements, and in accordance with the resolutions of the District, except to the extent those resolutions are specifically modified herein.
- F. Periodically the force main will require flushing. The County shall schedule with the Mukilteo Water District's concurrence a time and duration when flow may exceed 20 GPM. Scheduled flushing events that do not exceed 28,800 GPM will not be subject to the charges identified in Section 7.B.

7. Fees, Charges and Billing.

- A. As a condition of connecting to the District System, the County shall pay the District a sewer in lieu of assessment fee and sewer connection fees.
- B. Whenever the County's wastewater flow exceeds the maximum daily flow as defined in paragraph 5.A, the County shall pay a surcharge rate of 1.5 times the amount billed for that billing cycle. Whenever the County's wastewater flow exceeds 125% of the maximum daily flow, the County shall pay a surcharge rate of 2 times the amount billed for that billing cycle. The foregoing surcharges shall be in addition to any damages, fines, or penalties assessed against the District due to the County's excess wastewater flows. In the event flows exceed 28,800 GPD for more than three (3) consecutive days, the District will notify the County of the violation, and the County will provide for either storage of the excess flows on-site, or trucking of the excess flows to an acceptable off-site discharge point.
- C. The County shall pay for discharge into the District System at the rates established by the District by resolution for commercial-industrial users according to flows measured by the rate-of-flow meter times the commercial-industrial rate. If the meter fails, the District shall bill the County according to the County's average discharge for the comparable period of the prior year up to the allowed maximum discharge.
- D. The County shall pay the District no later than thirty (30) days of receipt of District's statement; otherwise, payment will be delinquent and shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of 1% per month.

8. General.

- A. The District will provide the County with copies of newly enacted rate increases or resolutions or regulations pertaining to this Agreement, within thirty (30) days, when possible, of the enactment thereof.

- B. Each party shall secure and maintain with responsible insurers insurance and/or self insure in amounts and coverage as is customarily maintained with respect to wastewater systems against loss of or damage to the wastewater facilities operated or maintained respectively by the Parties.
- C. The County shall indemnify and hold harmless District against all claims, damages, and injuries, including reasonable attorneys fees, arising out of the performance of this Agreement, the County's operations of its facilities, or the County's discharge of Wastewater to District's sewer system, including any fines, penalties, fees or assessments levied against the District by any court or regulatory agency, including the City of Everett, except those arising out of the District's own negligence or willful misconduct.
- D. The County shall not assign this Agreement or any of the County's rights or obligations under this Agreement by operation of law or by voluntary agreement without the prior written consent of District; and it shall not transfer any of the County's rights or obligations under this Agreement from the Agreement Area to other property or to facilities other than the Station.
- E. This Agreement shall terminate on December 31, 2022, unless extended by mutual agreement of the Parties. The County may cancel this Agreement on five (5) years written notice to the District. The District may cancel this Agreement for cause on sixty (60) days written notice to the County. For purposes of this Agreement "cause" means (1) the County's failure to comply with the District's or the City of Everett's rules and regulations governing wastewater discharge, or other local, state or federal rules and regulations governing wastewater discharge; or (2) the County's failure to pay monthly service charges as they come due. Unless the District has given prior approval in writing, this Agreement shall terminate immediately upon (1) an assignment or transfer in violation of paragraph 8 D; (2) sale of the Agreement Area; or (3) any change of use of the Agreement Area.
- F. This document contains the complete agreement of the Parties, and there are no other prior or contemporaneous agreements between them concerning Wastewater service to the Station. This Agreement may be modified only by a written amendment signed by the Parties. If either Party resorts to arbitration or the courts ("litigation") to enforce this Agreement or to determine rights hereunder, the prevailing party shall be entitled to recover reasonable attorney fees, including those incurred on appeal, and its costs associated with such litigation.
- G. Neither Party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the wastewater facilities of the other Party.

H. A waiver by either Party of a term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement, and a waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.


I. Any notice to be given under this Agreement shall be in writing and shall be delivered either personally or by certified mail, return receipt requested, postage prepaid, deposited into the U.S. Mail, properly addressed and stamped as follows:

Mukilteo Water District
District Manager
P.O. Box 260
Mukilteo, WA 98275-0260


Snohomish County Solid Waste Mgmt Div.
Solid Waste Utility Director
2930 Wetmore Avenue, Suite 101
Everett, WA 98201-4044

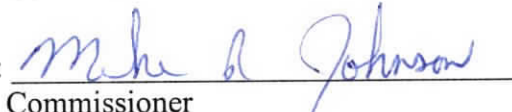
J. This Agreement shall be recorded and it shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

SNOHOMISH COUNTY

By: 
County Executive
STEPHEN L. HOLT
Executive Director

MUKILTEO WATER DISTRICT

By: 
Commissioner

By: 
Commissioner

By: 
Commissioner / Secretary

Approved as to form:

By: 
Attorney for Snohomish County

Approved as to form:


By: 
Attorney for Mukilteo Water District

Exhibit A
Legal Description

See the Attached Legal Descriptions:

LOT 9 – Parcel A
LOT 9 – Parcel B
LOT 10

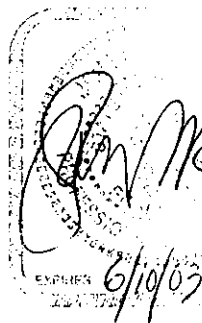
Paine Field Airport
Binding Site Plan
Sector 4 - Central Recycling & Transfer Station
Survey No. 3742 - RR8643
June 14, 2001

LOT 9 - Parcel A

That portion of the west half of Section 23, Township 28 North, Range 4 East, W.M., in Snohomish County Washington, described as follows:

COMMENCING at the northwest corner of said Section 23; thence $S00^{\circ}43'42''W$, along the west line thereof, 2644.10 feet to the west quarter corner thereof; thence $S88^{\circ}04'19''E$, along the east-west centerline of said Section 23, a distance of 420.69 feet to the easterly margin of Minuteman Road, being 20.00 feet in width on the east side of centerline, and the TRUE POINT OF BEGINNING; thence $N39^{\circ}27'15''E$, along said easterly margin, 162.43 feet; thence $S50^{\circ}32'45''E$ 32.72 feet; thence $N63^{\circ}21'35''E$ 78.72 feet to the beginning of a 215.00 foot radius curve to the right; thence easterly along said curve through a central angle of $75^{\circ}11'42''$, an arc distance of 282.17 feet; thence $S41^{\circ}26'43''E$ 175.81 feet; thence $S48^{\circ}44'03''E$ 68.16 feet; thence $S40^{\circ}19'03''E$ 107.13 feet; thence $S44^{\circ}40'28''E$ 135.05 feet; thence $S48^{\circ}26'46''E$ 32.76 feet to the beginning of a 290.00 foot radius curve to the right; thence southerly along said curve through a central angle of $23^{\circ}35'32''$, an arc distance of 119.41 feet; thence $S24^{\circ}51'14''E$ 46.21 feet; thence $S65^{\circ}08'46''W$ 193.50 feet; thence $S20^{\circ}08'46''W$ 68.00 feet; thence $S24^{\circ}51'14''E$ 94.00 feet; thence $S64^{\circ}51'30''E$ 35.00 feet; thence $S24^{\circ}51'14''E$ 44.00 feet; thence $S45^{\circ}13'03''W$ 193.43 feet to the easterly margin of the Runway Object Free Area (ROFA); thence $N44^{\circ}46'57''W$, along said ROFA margin, 948.06 feet, to the southerly margin of the Runway Protection Zone (RPZ); thence $N45^{\circ}13'03''E$, along said RPZ margin, 100.01 feet, thence $N50^{\circ}29'35''W$ 110.37 feet to the easterly margin of Minuteman Road, being 20.00 feet in width on the easterly side of centerline; thence along said easterly margin, $N39^{\circ}27'15''E$ 40.31 feet to the TRUE POINT OF BEGINNING.

This area contains 465,810 square feet, more or less, as shown on Snohomish County Record of Survey for Paine Field Sector 4.

6/14/01

6/10/03

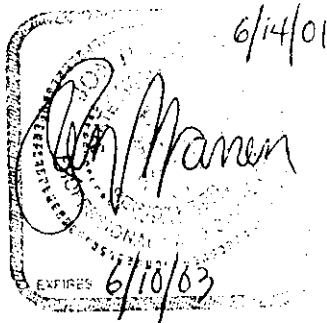
Paine Field Airport
Binding Site Plan
Sector 4 - Central Recycling & Transfer Station
Survey No. 3742 - RR8643
June 14, 2001

LOT 9 - Parcel B

That portion of the west half of Section 23, Township 28 North, Range 4 East, W.M. in Snohomish County Washington, described as follows:

COMMENCING at the northwest corner of said Section 23; thence $S00^{\circ}43'42''W$. along the west line thereof, 2644.10 feet to the west quarter corner thereof; thence $S88^{\circ}04'19''E$, along the east-west centerline of said Section 23, a distance of 420.69 feet to the easterly margin of Minuteman Road, being 20.00 feet in width on the east side of centerline; thence $N39^{\circ}27'15''E$, along said easterly margin, 162.43 feet to the TRUE POINT OF BEGINNING; thence $S50^{\circ}32'45''E$ 32.72 feet; thence $N63^{\circ}21'35''E$ 78.72 feet to a 215.00 foot radius curve to the right; thence easterly along said curve through a central angle of $42^{\circ}56'13''$, an arc distance of 161.12 feet; thence $N01^{\circ}39'33''W$ 39.92 to the beginning of a 132.00 foot radius curve to the left; thence northerly along said curve through a central angle of $14^{\circ}55'25''$, an arc distance of 34.38 feet; thence $N16^{\circ}34'58''W$ 61.54 feet to the beginning of a 105.00 foot radius curve to the right; thence northerly along said curve through a central angle of $52^{\circ}01'38''$, an arc distance of 95.35 feet; thence $N35^{\circ}26'41''E$ 34.25 feet; thence $N19^{\circ}27'15''E$ 30.00 feet; thence $N39^{\circ}27'15''E$ 63.04 feet; thence $N19^{\circ}27'15''E$ 43.53 feet to the easterly margin of Minuteman Road, being 20.00 feet in width on the east side of centerline; thence $S39^{\circ}27'15''W$ along said easterly margin, 515.70 feet to the TRUE POINT OF BEGINNING.

This area contains 32,814 square feet, more or less, as shown on Snohomish County Record of Survey for Paine Field Sector 4.



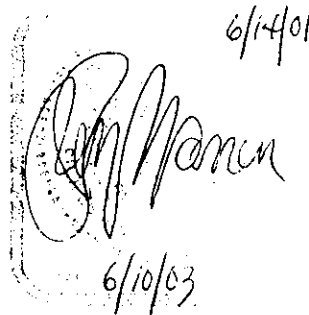
Paine Field Airport
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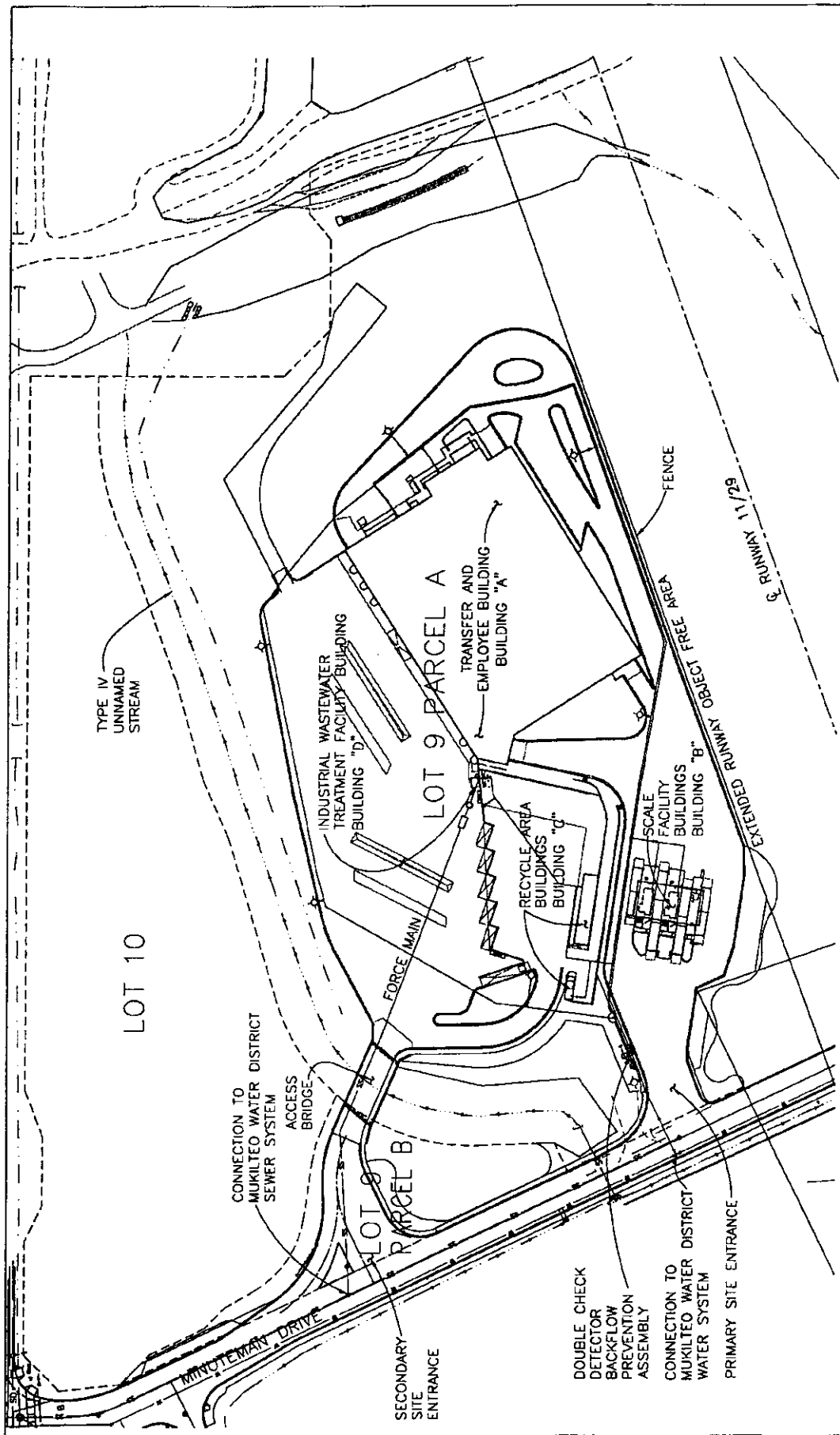
LOT 10

That portion of the west half of Section 23, Township 28 North, Range 4 East, W.M., in Snohomish County Washington, described as follows:

COMMENCING at the northwest corner of said Section 23; thence $S04^{\circ}43'42''W$, along the west line thereof, 2644.10 feet to the west quarter corner thereof; thence $S88^{\circ}04'19''E$, along the east-west centerline of said Section 23, a distance of 420.69 feet to the easterly margin of Minuteman Road, being 20.00 feet in width on the east side of centerline, thence $N39^{\circ}27'15''E$, along said easterly margin, 678.13 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly margin $N58^{\circ}41'58''E$ 64.57 feet; thence $S69^{\circ}51'14''E$ 53.38 feet to the westerly margin of Airport Road being 57.78 feet in width on the westerly side of centerline; thence southerly along said westerly margin the following courses; $S24^{\circ}51'14''E$ 117.80 feet; thence $S00^{\circ}09'46''W$ 43.45 feet; thence $S24^{\circ}51'14''E$ 71.36 feet; thence $S45^{\circ}18'29''E$ 52.57 feet, thence $S24^{\circ}51'14''E$ 749.25 feet; thence leaving said westerly margin $S65^{\circ}08'46''W$ 71.50 feet, thence $N24^{\circ}51'14''W$ 46.21 feet to the beginning of a 290.00 foot radius curve to the left; thence northerly along said curve through a central angle of $23^{\circ}35'32''$, an arc distance of 119.41 feet; thence $N48^{\circ}26'46''W$ 32.76 feet; thence $N44^{\circ}40'28''W$ 135.05 feet; thence $N40^{\circ}19'03''W$ 107.13 feet; thence $N48^{\circ}44'03''W$ 68.16 feet; thence $N41^{\circ}26'43''W$ 175.81 feet to the beginning of a 215.00 foot radius curve to the left; thence westerly along said curve through a central angle of $32^{\circ}15'29''$, an arc distance of 121.05 feet; thence $N01^{\circ}39'33''W$ 39.92 feet to the beginning of a 132.00 foot radius curve to the left; thence northerly along said curve through a central angle of $14^{\circ}55'25''$, an arc distance of 34.38 feet; thence $N16^{\circ}34'58''W$ 61.54 feet to the beginning of a 105.00 foot radius curve to the right; thence northerly along said curve through a central angle of $52^{\circ}01'39''$, an arc distance of 95.35 feet; thence $N35^{\circ}26'41''E$ 34.25 feet; thence $N19^{\circ}27'15''E$ 30.00 feet; thence $N39^{\circ}27'15''E$ 63.04 feet; thence $N19^{\circ}27'15''E$ 43.53 feet to the easterly aforesaid margin of Minuteman Road and the TRUE POINT OF BEGINNING.

This area contains 205,033 square feet, more or less, as shown on Snohomish County Record of Survey for Paine Field Sector 4.

6/14/01

6/10/03



NOTES:

1. SOURCE OF MAPPING: PAINE FIELD AIRPORT; AERIAL PHOTOGRAPHY BY WALKER & ASSOCIATES, MARCH 6, 1988; SURVEY CONTROL BY DUANE HARTMAN & ASSOCIATES. ADDITIONAL SURVEY INFORMATION ALONG MINUTEMAN DRIVE PERFORMED IN JANUARY AND MAY OF 2001 BY DUANE HARTMAN AND ASSOCIATES.
2. PROJECT VERTICAL DATUM: NAVD 88 (CONVERSION: NAVD88 = MGD029 + 3.68 FT).
3. HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH ZONE 1983/1891 ADJUSTED.

PLAN
SCALE: 1"=150'



LEGEND:

Exhibit B
Airport Road Recycling and Transfer Station Site Plan
Snohomish County
Solid Waste Management Division



4. TAX ACCOUNT NO. 28042300200400
5. CONTACT: MARK WESTENSKOW, PROJECT MANAGER, SNOHOMISH COUNTY PUBLIC WORKS, 2930 WETMORE AVE., SUITE 101, EVERETT, WA 98201-4044 BUSINESS PHONE NO. 425-388-6484, FAX NO. 425-259-1945, E-MAIL: mark.westenskow@co.snohomish.wa.us