

**INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND
THE MUKILTEO WATER AND WASTEWATER DISTRICT**

THIS AGREEMENT (“Agreement”) between SNOHOMISH COUNTY, a Washington county (the “County”), and the MUKILTEO WATER AND WASTEWATER DISTRICT, a Washington special purpose district (the “District”) (the County and District collectively are referred to as the “Parties”) is dated this ____ day of _____ 2024.

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

WHEREAS, the County operates the Airport Road Recycling and Transfer Station (the “Station”) located within the District’s service boundaries and within and/or adjacent to the City of Everett on property legally described in Exhibit A (the “Agreement Area”); and

WHEREAS, the County requires connection to the District System to discharge wastewater, leachate, and stormwater (collectively “Wastewater”). District agrees to continue to accept, into the District System, Wastewater from the County’s Station located in the Agreement Area that is treated in accordance with the District’s Standards and Specifications, as may be amended in the sole discretion of the District consistent with Everett’s Pretreatment Ordinance, other local, state, and federal regulations, and the terms and conditions of this Agreement;

WHEREAS, this Agreement replaces and supersedes the previous agreement that the Parties entered into in 2003 and which was recorded as document 200310170332, Snohomish County records; and

NOW, THEREFORE, the County and the District agree:

1. **Agreement.** The District shall allow County to discharge Wastewater from the Agreement Area into the District System, and the District shall accept Wastewater discharged by the County from the Agreement Area according to the terms and conditions of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following definitions apply:
 - A. “Agreement Area.” The area legally described in Exhibit A.
 - B. “District System.” The District’s wastewater collection system composed of sanitary sewer lines, pump stations, force mains, siphons, manholes, interceptors, treatment plant, sludge disposal facilities, and appurtenances owned and operated by the District or contracted for by the District with the City of Everett.
 - C. “Maximum Daily Flow.” The maximum quantity of Wastewater flow that the

County may discharge into the District System from the Agreement Area during any twenty-four (24) hour period commencing at 7:30 AM on any calendar day and terminating at 7:30 AM the following calendar day.

- D. “Maximum Flow Rate.” The maximum rate of Wastewater flow, measured in GPM, that the County may discharge into the District System from the Agreement Area during any sixty-second period of time.
 - E. “Rate-of-flow Meter.” A magnetic flow meter intertied with an automatic control valve for the purpose of limiting County discharge to the District System consistent with the Maximum Flow Rate.
 - F. “May.” Permissive.
 - G. “Shall.” Mandatory.
 - H. “Metering.” The process of transmitting data to the District’s office through a permanently installed flow measuring device(s), with totalizer(s), for County monitoring purposes, including a transmitter, transmitting circuit, and connection to the District’s SCADA system for District monitoring.
 - I. “GPM.” Gallons per minute is a sixty-second average of instantaneous flow.
 - J. “GPD.” Gallons per day.
 - K. “PPM.” Parts per million.
 - L. “Everett’s Pretreatment Ordinance.” City of Everett Ordinance No. 3070-08 as it currently exists or as it may be duly amended in the future.
 - M. “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.
 - N. “Wastewater.” For the purposes of this agreement, wastewater will collectively refer to domestic waste, industrial waste (leachate), and stormwater.
 - O. “Standards and Specifications.” All applicable technical specifications and design standards required by the District in the construction of District-owned facilities, as adopted by the District’s Board of Commissioners.
3. **County Wastewater Facilities.** The County shall be responsible for constructing, operating, and maintaining its Wastewater Facilities as required to serve the Agreement Area in accordance with District Standards and Specifications, as may be amended in the sole discretion of the District, consistent with Everett’s Pretreatment Ordinance, other local, state, and federal regulations, and the terms of this Agreement. The County shall be responsible for monitoring and mitigating

hydrogen sulfide as delineated in Exhibit C; and the County shall be responsible for all costs associated therewith.

4. **Mukilteo Water and Wastewater District Facilities.** The District shall be responsible for constructing, operating, and maintaining its Wastewater Facilities which currently serve the existing Agreement Area; and the District shall be responsible for all costs associated with future construction, operations, and maintenance therewith.
5. **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 that separate 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.
6. **Discharge Authorization.**
 - A. The County may discharge into the District System from the Agreement Area Wastewater that complies with District Standards and Specifications, as may be amended in the sole discretion of the District, consistent with Everett's Pretreatment Ordinance, and other local, state, and federal regulations.
 - B. The County's Maximum Daily Flow shall not exceed 28,800 GPD (20 GPM average per day), with a Maximum Flow Rate of 22 GPM.
 - C. The County has connected its Wastewater Facilities to the District System at Manhole No. 5 (installed by District Developer Extension #313) ("the Point of Connection") located at 10700 Minuteman 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 (Manhole #5).
 - D. The County shall coordinate the discharge of Wastewater with the District to minimize downstream impact on the District's Wastewater Facilities and trunk sewer integrity and capacity. The County shall be responsible for mitigating odor and corrosion problems arising solely as a result of the discharge of its Wastewater into the District System.
 - E. The County shall submit to the District, for review and approval, plans and specifications for modifications and upgrades to its on-site Wastewater Facilities, and the County shall not modify or upgrade its Wastewater Facilities that discharge to the District System prior to receiving District approval.
 - F. The District shall inspect all construction, modifications, upgrades, and changes of the County's on-site Wastewater Facilities, which facilities shall

not be connected to the District System until District approval has been given in writing to the County, which approval shall not be unreasonably withheld.

7. 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 is designed to measure the discharge of Wastewater from the County's Agreement Area and to limit flows from the Agreement Area per the terms of this Agreement. The District must approve the County's choice of Rate-of-flow Meter before it is installed, which approval shall not be unreasonably withheld, and 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 and totalizer to measure rate-of-flow and a chart recorder. The equipment transmitting data from the Rate-of-flow Meter shall be located above-ground in a weatherproof enclosure, and it shall be accessible to the District at all times. Wastewater flow is measured by a magnetic flow-measuring device with an automatic control valve to limit the Maximum Flow Rate into the District System. The County shall continue providing telemetry to the District office to allow District personnel to continuously monitor and record the flow from the Agreement Area. The County shall be responsible for all costs of installing and maintaining the telemetry system and for paying all service charges related to transmitting the signals to the District's Supervisory Control and Data Acquisition (SCADA) system.
- C. The meter and measuring devices, including telemetry, required by 7A and 7B shall be installed, maintained, and calibrated at the County's expense according to the manufacturer's recommended schedule. At its own expense, the District may re-calibrate or re-certify such equipment upon ten (10) days' written notice to the County.
- D. All Wastewater flow from the Agreement Area to the District System shall flow through a metering vault before discharging to the District System. The metering vault shall be accessible to the District at all times, and the District may take samples at the force main outlet or the Station, to conduct tests at its own expense.
- E. The County shall operate and maintain all of its Wastewater Facilities upstream, including 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 Standards and Specifications of the District, as may be amended per above in the sole discretion of the District except to the extent specifically modified herein.
- F. The Parties contemplate that periodically, the force main will require flushing. The County shall schedule with the District's concurrence a time and duration

for this purpose when flow may exceed the Maximum Flow Rate of 20 GPM. Scheduled flushing events that do not exceed the Maximum Daily Flow of 28,800 GPM will not be subject to the charges identified in Section 8B.

8. Fees, Charges, and Billing.

- A. Whenever the County's Wastewater flow exceeds the Maximum Daily Flow as defined in paragraph 6B, 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.
- B. The County shall pay for discharge into the District System at the rates established by the District by resolution for Class III commercial-industrial users according to flows measured by the Rate-of-flow Meter times the Class III commercial-industrial rate. If the meter fails, the District shall bill the County according to the County's average discharge for the prior year's comparable period up to the allowed maximum discharge.
- C. The Class III commercial-industrial rate shall be charged due to increased operating and maintenance costs incurred by the District due to the high strength Wastewater discharged by the County from the Agreement Area.
- D. The County shall pay the District no later than thirty (30) days after receipt of the District's billing 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.

9. 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 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 Facilities against loss of or damage to the Wastewater Facilities operated or maintained respectively by the Parties.
- C. Hold Harmless. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent

or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

- 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 the 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 facilities other than the Station.
- E. This Agreement shall terminate on December 31, 2044, unless extended in writing 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 9.D; (2) sale of the Agreement Area; or (3) any material 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 Agreement Area. 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 and Wastewater
District
General Manager
7824 Mukilteo Speedway
Mukilteo, WA 98275-0260

Snohomish County Solid Waste
Division
Solid Waste Director
8915 Cathcart Way, MS 607
Snohomish, WA 98296

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

SNOHOMISH COUNTY

**MUKILTEO WATER AND
WASTEWATER DISTRICT**

By: _____
County Executive Ken Klein
 Executive Director

By: _____
General Manager

Approved as to Form:

Approved as to Form:

By: /s/ Sean Reay 4/29/2024
Attorney for Snohomish County

By: _____
Attorney for Mukilteo Water and
Wastewater 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

6/14/03

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.

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 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

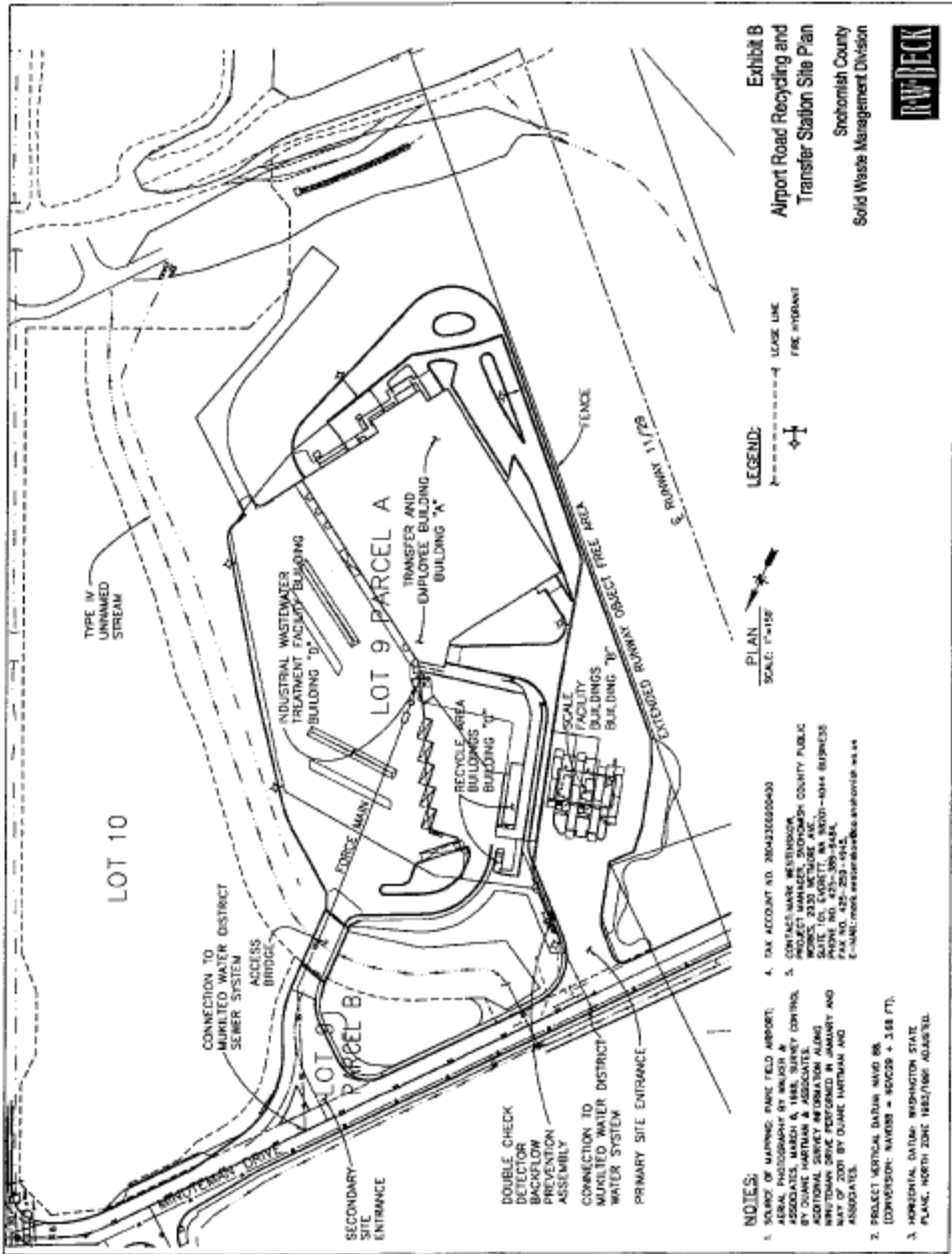


Exhibit B
Airport Road Recycling and Transfer Station Site Plan
 Snohomish County
 Solid Waste Management Division



PLAN
 SCALE: 1"=150'
LEGEND:
 --- LAKE LINE
 --- FIRE HYDRANT

NOTES:
 1. SOURCE OF MAPPING: PAVE FIELD REPORT; AERIAL PHOTOGRAPHY BY WALSH & ASSOCIATES, MARCH 6, 1988. SURVEY CONTROL BY DUANE HARTMAN & ASSOCIATES. ADDITIONAL SURVEY INFORMATION ALONG HIGHWAY DRIVE PERFORMED IN JANUARY AND MAY OF 2001 BY DUANE HARTMAN AND ASSOCIATES.
 2. PROJECT VERTICAL DATUM: NAVD 83 [CONVERSION: NAVD83 = NGVD29 + 1.48 FT].
 3. HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH ZONE 1983/1987 ADJUSTED.
 4. TAX ACCOUNT NO. 28042306000430
 5. CONTACT MARK WESBERG, PROJECT MANAGER, SNOHOMISH COUNTY PUBLIC WORKS, 2330 METWALK AVE., SUITE 101, EVERETT, WA 98201-4044 BUSINESS PHONE NO. 425-399-8448, FAX NO. 425-253-0942, E-MAIL: mark.wesberg@pubworks.sno.wa.us

Exhibit C

Hydrogen Sulfide Monitoring and Mitigation Plan

Background

The Airport Recycling and Transfer Station (ARTS) currently has an elevated amount of Hydrogen Sulfide (H₂S) in the effluent that is discharged to the Mukilteo Water and Wastewater District (District). The H₂S is corrosive to the pipes and needs to be neutralized before it leaves ARTS. The County worked with consultants to identify the cause of the problem, recommend the most cost-effective solution to control H₂S and prepare design alternatives for addressing the H₂S in the site effluent.

Pilot Project

After review of various H₂S mitigation solutions from 4 different vendors, the County decided to test a chemical based solution.

A vendor will install a storage system to hold and deposit, a nitrogen-based chemical designed to remove hydrogen sulfide from wastewater.

The estimated timeline for installation takes approximately 12-16 weeks for equipment delivery, tanks, chemical notices, and start-up/installation. An additional 3-5 days are added for completion, start-up and training. Chemical fill-ups usually take around 30-45 minutes.

Once the chemical has been installed and is operational, additional tests for sulfides, nitrates, pH and temperature can determine under or overdosing.

Monitoring

1. During the testing of the pilot project, the County will coordinate with the District, sharing project results and cooperatively evaluate the effectiveness of the program.
2. At the conclusion of the pilot project, the County will work with the District in the installation of a permanent solution to mitigate and monitor H₂S.
3. The County shall provide H₂S monitoring on a continuous basis (“H₂S Testing”) to ensure the H₂S gas levels at the Point of Connection resulting from the Wastewater it discharges into the District System from the Agreement Area stays below a fifteen minute rolling average of 5 PPM and below an instantaneous reading of 10 PPM.
4. The County shall continuously monitor and provide remote access to the H₂S monitoring data, for integration with District’s SCADA system for H₂S gas levels at the Point of Connection resulting from the Wastewater discharged from the Agreement area.

5. The District has the right to test for H₂S at the Point of Connection without prior notice to the County.
6. If the H₂S Testing shows a fifteen minute rolling average of H₂S levels above 5 PPM or the District notifies the County that the District's testing shows a fifteen minute rolling average of H₂S levels above 5 PPM, or the instantaneous H₂S levels reach 10 PPM, the County shall immediately take all action necessary to cease discharge into the District's system. The County shall provide the District with a detailed plan to reduce H₂S levels below 5 PPM prior to resuming discharge. Once the District approves the plan to reduce H₂S levels the County may implement the plan and start discharging to the District's system again. If, through the implementation of the plan, the County does not lower the fifteen minute rolling average of H₂S levels below 5 PPM within 2 days and keep them below 5 PPM for 20 consecutive days, then the District has the right, in its sole discretion, to require the County to cease discharging Wastewater into the District's System or to take such action it deems necessary to prohibit Wastewater from the Agreement Area from entering into the District's System.
7. If the District, in its sole discretion, determines that the H₂S levels are such that the Wastewater poses a risk of harm or danger to the District System or the health or safety of humans, then the District may require the County to cease discharging Wastewater into the District System until the fifteen minute rolling average of H₂S levels are below 5 PPM, and the instantaneous H₂S levels are below 10 PPM, or to take such action the District deems necessary to prohibit Wastewater from the Agreement Area from entering into the District System. The District may, in its sole discretion, allow for the continued discharge of County Wastewater from the Agreement Area into the District System even if the instantaneous H₂S levels are above 10 PPM, if the District is satisfied, in its sole discretion, that the County's plan to reduce the instantaneous H₂S levels below 10 PPM is adequate, and is satisfied that the County is taking appropriate steps to implement the plan to reduce the instantaneous H₂S levels below 10 PPM

Next Steps

The County is working with a consultant to oversee construction and implementation of the pilot project. Currently, the County is developing contracting documents and developing the scope of work for the pilot project. The County will continue to partner with the District with the installation and development of a permanent solution to mitigate H₂S.