

APPENDIX D
EPA ORDER FOR PROVIDING SERVICE TO
WEST LAKE TAPPS

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10-2-84

FILE NO. 33-E

PROPOSAL NO. 84-165

ORDINANCE NO. 84-165

Sponsored by Council Member Vraves

By Request of: Pierce County Executive (Utilities Department)

AN ORDINANCE Relating to Execution of an Intergovernmental Contract for Wastewater Facilities Management Between Pierce County, The City of Bonney Lake, The City of Sumner, and the South Hill Sewer District.

WHEREAS, Pierce County, the City of Bonney Lake, the City of Sumner and South Hill Sewer District have previously entered into interlocal agreements dated March 26, 1979, and January 22, 1980, relating to the design, construction, maintenance and operation of regional sewerage facilities in the Puyallup River Basin; and

WHEREAS, in 1981, 90% federal and state combined grant funding became unavailable for design and construction of such regional sewerage facilities and therefore Pierce County declined to further participate; and

WHEREAS, ~~thereafter~~ the Environmental Protection Agency annulled the \$3.5 million grant previously disbursed to and received by the City of Bonney Lake on behalf of the other participants; and

WHEREAS, thereafter the Bonney Lake, Pierce County, and the Environmental Protection Agency entered into a consent agreement conditioned in part upon execution of an Intergovernmental Agreement to design, construct, operate and maintain the regional sewerage facilities; and

WHEREAS, the representatives of the parties have successfully

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1 negotiated an intergovernmental contract for wastewater fac(tie
2 management, which is attached to this ordinance as Exhibit A; and

3 WHEREAS, this Council is the policy determining body of
4 Pierce County, pursuant to Section 2.10 of the Home Rule Charter;
5 and

6 WHEREAS, the County Council has the power and authority to
7 resolve matters in litigation or upon which litigation may ensue;
8 and

9 WHEREAS, the Council deems it to be in the best interest of
10 the citizens of Pierce County, and in the best interests of the
11 health, safety and welfare of all affected persons in the Puyallu
12 River Basin; NOW, THEREFORE, BE IT ORDAINED by the Council of
13 Pierce County:

14 Section 1. The attached Intergovernmental Contract for
15 Wastewater Facilities Management is hereby accepted and approved,
16 and the Chair of the County Council, as well as the County
17 Executive, are hereby authorized to execute, on behalf of Pierce
18 County, such Intergovernmental Contract.

19 Section 2. The Intergovernmental Contract attached hereto as
20 Exhibit A, when executed, shall supersede the prior agreements
21 between the parties dated March 26, 1979, and January 22, 1980.

22 Section 3. Pierce County Council Resolution No. R84-159 and
the letter of intent dated July 17, 1984, which was authorized by
Section 3 of the above resolution, shall remain in full force and
effect.

1 Section 4. The Intergovernmental Contract attached as
2 Exhibit A is being executed to satisfy the consent agreement
3 entered into between the Environmental Protection Agency, Region
4 10, Bonney Lake, and Pierce County on July 20, 1984.

5 PASSED this 2ND day of OCTOBER, 1984.

6 PIERCE COUNTY COUNCIL
7 Pierce County, Washington

8 Joe Statini
9 Council Chair

10 ATTEST:

11 Marlene Ellsworth
12 Clerk of the Council

13 PIERCE COUNTY EXECUTIVE

14 Don Crandall
15 APPROVED ☒ VETOED ☐
16 this 7 day of Oct
17 1984.

18 Approved as to Form Only:

19 F. H. M. Dick
20 Deputy Prosecuting Attorney

INTERGOVERNMENTAL CONTRACT FOR
WASTEWATER FACILITIES MANAGEMENT

THIS CONTRACT is made and executed as of this 21st day of November, 1984, by and between the CITY OF BONNEY LAKE, WASHINGTON, (hereinafter called BONNEY LAKE); the CITY OF SUMNER, WASHINGTON, (hereinafter called SUMNER); PIERCE COUNTY, WASHINGTON, (hereinafter call COUNTY); and SOUTH HILL SEWER DISTRICT, (hereinafter called SOUTH HILL), all of which are organized under the laws of the State of Washington and are herein collectively referred to as the Original Participants.

WHEREAS an interlocal agreement between BONNEY LAKE, COUNTY and SOUTH HILL was approved and adopted February 18, 1975, providing for the development of a sewer facility plan; and

WHEREAS the 201 Lake Tapps Sewerage Facility Plan and Addenda thereto (collectively referred to as Facility Plan) were prepared for and adopted by the Original Participants; and

WHEREAS BONNEY LAKE, COUNTY and SOUTH HILL have heretofore entered into an interlocal agreement whereby they agreed to participate in the development of a regional sewerage system serving the Lake Tapps area with BONNEY LAKE being the responsible authority for such project, which agreement was properly executed by BONNEY LAKE, COUNTY and SOUTH HILL in February 1977; and

WHEREAS an interlocal agreement between BONNEY LAKE, SUMNER, COUNTY and SOUTH HILL was approved and adopted March 26, 1979, providing for the construction and management of wastewater treatment facilities with SUMNER agreeing to receive, treat and

dispose of the sewage transported to SUMNER from the other three parties at SUMNER's sewage treatment plant as expanded pursuant to contract, and all parties agreeing to enter into a more detailed contract covering the payment of costs and expenses involved in such transport, treatment and disposal; and

WHEREAS BONNEY LAKE, COUNTY and SOUTH HILL have been advised that state funds have been prioritized for the completion of construction of regional sewerage facilities for the Facility Plan Area; and

WHEREAS the Facility Plan for the Facility Plan Area has been reviewed and approved by the Environmental Protection Agency (EPA) by letter dated February 28, 1977, and Addendum III, which revised the Facility Plan by providing for the enlargement of the SUMNER Sewage Treatment Plant to receive sewage from the Facility Plan Area, was reviewed and approved by letter dated July 19, 1979; and

WHEREAS the Pierce County Boundary Review Board by letter dated March 22, 1977, has determined that it has no jurisdiction in the matter of the Facility Plan or this contract; and

WHEREAS the Pierce County Board of County Commissioners, after duly calling public hearings and after receiving the recommendations of the County Review Committee (pursuant to Chapter 36.94 RCW) and the County Planning Commission (pursuant to Chapters 36.70 and 36.94 RCW), duly approved the Facility Plan, including Addendum III, as amendments to the applicable Sewerage General Plan of COUNTY on February 15, 1977, and March 26, 1979; and

WHEREAS in 1981 90% federal and state combined grant funding became no longer available for the design and construction of these regional sewerage facilities; and

WHEREAS, when being so advised, COUNTY declined to further participate in the project at the reduced funding level;

and

WHEREAS BONNEY LAKE thereafter attempted to design and construct a modified version of the facilities calling for the location of a treatment plant in or near the City Limits of BONNEY LAKE; and

WHEREAS BONNEY LAKE has heretofore applied for and received approval of a 75% State of Washington grant under Referendum No. 39, which is administered by the Department of Ecology (DOE), which grant is available until December 31, 1984, when the grant will be jeopardized unless the Participants have progressed to such a point in the implementation of the construction of the regional facilities that no major obstacles remain to inhibit completion of the facilities; and

WHEREAS thereafter the EPA, through its Regional Administrator, annulled the \$3.5 million grant which had previously been disbursed to and received by the lead agency, BONNEY LAKE; and

WHEREAS BONNEY LAKE appealed that annulment decision of the Regional Administrator to the EPA's Board of Assistance Appeals, which body ruled that COUNTY must also participate in the appeal proceedings; and

WHEREAS thereafter BONNEY LAKE, COUNTY and EPA agreed that it would be in the best interests of all parties to attempt to complete the project rather than complete adjudication of BONNEY LAKE's appeal of the Regional Administrator's decision; and

WHEREAS thereafter BONNEY LAKE, COUNTY and EPA have entered into a consent agreement conditioned in part upon execution of an intergovernmental agreement to design, construct, operate and maintain the Joint Facilities hereinafter referred to; and

WHEREAS the parties desire to enter into this contract for the primary purpose of providing for the transporting, treat-

ment and disposal of sanitary sewage generated in the Lake Tapps-South Hill Sewer District Facility Plan area,

Now, therefore, for and in consideration of the mutual promises and covenants contained herein, it is agreed between the Original Participants as follows:

1. Purpose of Contract: It is the purpose of this contract to provide for an intergovernmental arrangement appropriate to carry out the improvement of the existing wastewater transmission, treatment and discharge facilities serving BONNEY LAKE, COUNTY and SOUTH HILL and capable of serving other territory in unincorporated and incorporated areas in the Puyallup River Basin as called for in the current Facility Plan or in the sewerage general plan as it now exists, or as hereafter amended, and to operate and maintain such facilities.

2. Definition of Terms: The following words and phrases used in this contract shall have the following meanings:

(a) Administrative Overhead Expenses shall include those items listed on Exhibit C.

(b) Advisory Committee shall mean the Joint Sewerage Facilities Advisory Committee provided for in this contract.

(c) Biochemical Oxygen Demand or BOD shall mean the amount of oxygen utilized in the biochemical oxidation of organic matter as measured in accordance with the appropriate procedure contained in Standard Methods and as expressed in milligrams per liter (mg/l).

(d) Bonney Lake shall mean the City of BONNEY LAKE.

(e) Bonney Lake's Share shall mean the portion of the Local Share which accrues to BONNEY LAKE.

(f) County shall mean PIERCE COUNTY.

(g) County Utility shall mean the County

Utilities Department now or in the future designed and constructed to provide sanitary sewage services in areas of COUNTY by COUNTY.

(h) County's Share shall mean the portion of the Local Share which accrues to COUNTY.

(i) Deleterious Wastes shall mean wastes that are or may be harmful to the sewage treatment and/or transmission facilities constructed under this contract.

(j) Facility Plan shall mean the Lake Tapps Sewerage Facility Plan dated June 1976, together with the Addenda thereto: namely, Addendum I dated October 1976, Addendum II dated December 1977, and Addendum III dated February 1979, all of which were prepared by Phillip M. Botch & Associates, Inc..

(k) Facility Plan Area shall mean the area encompassed by the Facility Plan. Additional area may be added by approval of all the then Participants and any required governmental agencies.

(l) Facility Plan Service Area shall mean that area within the Facility Plan Area which the Joint Facilities are designed to serve and which service area is set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and which has been approved by the United States EPA. Additional area may be added by the approval of all the then Participants and any required governmental agencies, but such approvals shall not be unreasonably withheld.

(m) Future Local Facilities shall mean any sewerage facilities, including, but not limited to, sewage pumping stations, sewage force mains, interceptor lines, pump or lift stations, appurtenances and communication facilities related thereto, and other sewage facilities used or designed to transport, treat and dispose of sewage from only one Participant, hereafter constructed by any one of the Participants and tributary to the Joint Facilities.

(n) Industrial Wastes shall mean the liquid wastes from industrial manufacturing processes, trade or business as distinct from sanitary sewage normally derived from domestic uses.

(o) Joint Facilities shall mean those sewage treatment facilities constructed pursuant to this contract, including, but not limited to, sewage pumping stations, sewage force mains, interceptor lines, pump or lift stations, sewage treatment plant expansions, appurtenances and communication facilities related thereto, and other sewage facilities used or designed to transport, treat and dispose of sewage from more than one Participant, which the Participants agree in writing to be Joint Facilities and expressly including the Joint Sewage Treatment Plant, the Joint Bonney Lake-County Transmission Lines, jointly used pump stations and all appurtenances related to the foregoing, all of which will be specifically identified on Exhibit "B" depicting and describing such facilities, which exhibit shall be attached hereto and incorporated herein by this reference.

(p) Joint Facilities Costs shall include all costs and expenses attributable to the design, construction and installation of the Joint Facilities and financing thereof, including, but not limited to, the actual cost of construction, cost of acquisition of land, rights-of-way, franchises and permits, preliminary tests and inspections, preparation of any comprehensive plans or other plans or amendments thereto, compliance with any applicable environmental policy act or procedures, engineering fees, legal fees, financial consultant fees related to this contract, interest on and other costs of interim financing, taxes, publication costs, construction contract administration costs, costs relating to this contract, including its administration for the purpose of collecting the shares of Joint Facilities Costs from other Participants, and other costs and expenses relat-

ing to the planning, design, construction, installation and financing (other than financing the Local Share of any one Participant) of the Joint Facilities.

(q) Joint Facilities Maintenance and Operation Expenses shall mean Maintenance and Operation Expenses applicable to Joint Facilities.

(r) Joint Sewage Treatment Plant shall mean that portion of the Sewage Treatment Plant constructed and maintained to serve BONNEY LAKE, COUNTY, SOUTH HILL, and any other later admitted Participant, and shall constitute part of the Joint Facilities. The existing wastewater treatment plant at the Sumner site is owned and operated by the City of Sumner and has a capacity of 1.2 M.G.D. average daily flow, a 3.0 M.G.D. peak flow, and a BOD₅ loading of 3,094 pounds per day, and suspended solids loading of 2,494 pounds per day.

(s) Joint Sewage Treatment Plant Expansion shall mean all activities associated with the planned expansion of the existing Sewage Treatment Plant to provide secondary biological sewage treatment and sludge disposal in accordance with all local, state and federal guidelines for BONNEY LAKE, COUNTY and SOUTH HILL. The sewage treatment plant addition shall be as approved by the State of Washington, Department of Ecology in 1982, and provide additional capacity of 1.42 M.G.D. average daily flow, a peak flow of 3.56 M.G.D., and a BOD₅ loading of 2,706 pounds per day, and a suspended solids loading of 2,706 pounds per day.

(t) Joint Bonney Lake-County Transmission Lines shall mean the interceptor lines designed to serve only BONNEY LAKE and COUNTY, and shall constitute part of the Joint Facilities.

(u) Local Facilities shall mean sewer facilities other than Joint Facilities owned or operated by Participants

for the local collection and transmission of sewage to be delivered to Joint Facilities.

(v) Local Share shall mean that portion of the Joint Facilities Cost which is not funded by the State of Washington or other governmental agencies.

(w) Maintenance and Operation Expenses shall mean all costs and expenses relating to power, light, water, heat, chemicals, equipment (including repair, replacement and calibration thereof), tools, materials, supplies, insurance premiums, contract services, legal fees, inspections and taxes directly and properly chargeable to the maintenance and operation of the applicable facilities, plus administrative overhead expenses chargeable to those facilities or this contract, based on actual accounting records, but shall not include depreciation. Any additional cost of treating the Bonney Lake, County and South Hill or Sumner wastewater, solely attributed to that system or entity, shall be billed separately and borne by that entity.

(x) May shall be permissive, shall shall be mandatory.

(y) Original Participants shall mean BONNEY LAKE, COUNTY, SOUTH HILL and SUMNER.

(z) Participants shall mean the Original Participants and any other political subdivision or municipal corporation which contracts with all the then existing Participants to be served by the Joint Facilities pursuant to the terms of this contract, but all Participants may agree to permit any person or governmental entity to use Joint Facilities without becoming a Participant.

(aa) Sewage shall mean sanitary sewage only and shall consist of domestic, commercial and industrial wastewater (but not industrial wastes) from which storm, surface and

ground water is excluded. The average sanitary sewage shall be defined as having a biochemical oxygen demand (5-day BOD₅) not in excess of 230 mg. per liter, and a suspended solids loading not in excess of 230 mg. per liter.

(bb) Sewage Treatment Plant shall mean the SUMNER Sewage Treatment Plant expanded to serve BONNEY LAKE, COUNTY and SOUTH HILL.

(cc) South Hill shall mean the SOUTH HILL Sewer District.

(dd) South Hill's Share shall mean the portion of the Local Share which accrues to SOUTH HILL.

(ee) Standard Methods shall mean the current edition of "Standard Methods for the Examination of Water and Wastewater," published jointly by the American Public Health Association, American Water Works Association and Water Pollution Control Federation, or successor publication.

(ff) Sumner shall mean the City of SUMNER.

(gg) Suspended Solids shall mean the residue from wastewater which remains after filtration in accordance with the appropriate procedures contained in Standard Methods.

3. Construction and Use of Joint Facilities:

The Original Participants agree to acquire their respective Local Shares as outlined in Paragraph 6 of this agreement to fund their portion of the construction costs of the facilities. Each of the participants shall be given the opportunity to review the bids prior to award, to ascertain consistency of the bids with the financial information and financial capability of the participants. All changes during construction, which increase facility costs, will be submitted to all participants for review and concurrence. Every attempt will be made to accomplish this review prior to actual construction. Each Participant will provide BONNEY LAKE with the information necessary for BONNEY LAKE to comply with

the Financial Capability Analysis required by the Washington DOE under the state grant contract with BONNEY LAKE. Each Participant shall provide that information to BONNEY LAKE no later than October 1, 1984. Each Participant agrees to participate in the costs of the facilities in accordance with that financial information; furthermore, each Participant shall commence securing their Local Share no later than October 1, 1984, and certify in writing no later than December 31, 1984, that all funds can be obtained without delay and in accordance with Paragraph 6 of this agreement. The Participants agree to satisfy any and all requirements of this agreement so that advertising for bids can be accomplished by May, 1985, for construction of these facilities. All participants shall have committed to contribute their local shares no later than May, 1985.

BONNEY LAKE shall be responsible for and oversee the design and construction of the Joint Facilities. BONNEY LAKE, COUNTY and SOUTH HILL shall have capacity rights in the Joint Sewage Treatment Plant as set forth in the Facility Plan. SUMNER shall have no right to use the additional capacity in the Sewage Treatment Plant resulting from the Joint Sewage Treatment Plant Expansion, except in accordance with Paragraph 4 below.

At such time as the Joint Facilities are operable and can receive sewage (as determined by notice from BONNEY LAKE to the other Participants), each Participant shall forthwith connect its Local Facilities to the Joint Facilities to the extent that those Joint Facilities are designed to serve such Local Facilities and those Local Facilities exist.

4. Lease of Capacity in Joint Sewage Treatment Plant or Other Joint Facilities: Any of the Original Participants may lease its capacity, or any part thereof, to any of the other Original Participants either in the Sewage Treatment Plant or in the transmission lines. Such lease of capacity shall be effect-

ated by execution of a written interlocal agreement between those Participants. Prior notice of such lease shall be given in writing to other Participants affected by such lease so that their approval may be obtained prior to the execution of the lease.

Such approval of a capacity lease shall not be unreasonably withheld by any Participant.

5. Maintenance and Operation of Joint Facilities:

(a)(i) Joint Sewage Treatment Plant:

SUMNER shall own, maintain and operate the Joint Sewage Treatment Plant in conjunction with the entire Sewage Treatment Plant and in accordance with the then current standards and requirements established by applicable state and federal agencies having jurisdiction over such maintenance and operation. Included with such maintenance and operation shall be the carrying of fire, extended coverage, public liability and such other insurance with limits in accordance with standard practice at any such time for similar utilities. SUMNER shall hold the other Participants harmless and defend all claims for personal injury or property damage arising out of the maintenance and operation of the Sewage Treatment Plant and sludge disposal which are not caused by neglect or failure of such Participants to perform maintenance or operation as contemplated in Paragraph 8.

(a)(ii) Hold Harmless and Indemnification:

Each Participant shall hold Sumner harmless and shall indemnify Sumner from all damage to the sewage treatment plant caused by the discharge by such Participant of deleterious wastes as defined in paragraph 2 above. Such responsibility shall not be a joint liability with other Participants, but shall be the sole and several liability of the Participant discharging such deleterious wastes. SUMNER shall establish appropriate monitoring equipment at the point at which the wastewater and suspended solids leave the transmission line and enter the Joint Sewage Treatment Plant

for the purpose of determining whether deleterious wastes are being received into the plant. The reasonable costs of maintaining and operating the monitoring equipment for these purposes shall be charged to the other Participants in accordance with their proportionate share of the flow as hereinafter determined.

(b) Joint Transmission Lines: BONNEY LAKE shall maintain and operate the Joint Bonney Lake-County Transmission Lines and the transmission line connecting the Sewage Treatment Plant to the joint transmission lines in accordance with the then current standards and requirements established by applicable state and federal agencies having jurisdiction over such maintenance and operation. Included with such maintenance and operation shall be the carrying of fire, extended coverage, public liability and such other insurance with limits in accordance with standard practice at any such time for similar utilities. BONNEY LAKE shall hold the other Participants harmless and defend all claims for personal injury or property damage arising out of the maintenance and operation of such transmission lines which are not caused by neglect or failure of such Participants to perform maintenance and operation as contemplated in Paragraph 7. Bonney Lake shall establish appropriate monitoring equipment at the point or points at which the wastewater from the various participants enters the transmission lines and is transmitted to the Joint Sewage Treatment Plant. The monitoring shall be established to determine flow rates, and for the purpose of determining the waste strength received by the Joint Sewage Treatment Plant and the cost of treatment to the various Participants. The reasonable costs of maintaining and operating the monitoring equipment for these purposes shall be charged to the other Participants in accordance with their proportionate share of the flow, as hereinafter determined.

6. Financing Construction and Maintenance of Joint Facilities: In consideration of BONNEY LAKE's acquiring, constructing and installing the Joint facilities, SUMNER's maintaining and operating the Joint Sewage Treatment Plant, and BONNEY LAKE's maintaining and operating the Joint Bonney Lake-County Transmission Lines and other Joint Facilities, and as a condition for the use thereof and service therefrom, the Original Participants and any subsequent Participant shall pay to BONNEY LAKE, and BONNEY LAKE shall pay to SUMNER, respectively, the amounts provided in this Paragraph 6. All such payments shall be made at the times and in the manner specified in this Paragraph 6.

The respective shares of the Original Participants are based upon the population estimate contained in the Facility Plan as defined and formulated herein. All Joint Facilities Costs, with the exception of the cost of the Joint Sewage Treatment Plant Expansion, shall be apportioned in accordance with the year 2000 population estimate in Addendum III of the Facility Plan. The cost of the Joint Sewage Treatment Plant Expansion shall be apportioned in accordance with the year 1990 population estimate in Addendum III of the Facility Plan.

(a) Payment of Joint Facilities Costs:

BONNEY LAKE shall be initially responsible for paying the Joint Facilities Costs. Each of the Participants will finance their Local Share in accordance with the Financial Capability Analysis provided to BONNEY LAKE and thenceforth with the Washington DOE as provided for above in Paragraph 3. The financial capability information shall be attached to this contract as Exhibit "D" and is hereby incorporated herein by this reference. All authorized redesign of any portion of the project as contemplated shall be reviewed by all Participants prior to authorization to advertise for bids.

(i) Local Shares - Plant Expansion: In

accordance with the year 1990 population estimate in Addendum III of the Facility Plan, BONNEY LAKE's Share shall equal 57.45%, COUNTY's Share shall equal 34.39% and SOUTH HILL's Share shall equal 8.16% of the Joint Facilities Costs of the Joint Sewage Treatment Plant Expansion.

(ii) Local Shares - Joint Facilities Used by SOUTH HILL, COUNTY and BONNEY LAKE: In accordance with the year 2000 population estimate in Addendum III of the Facility Plan, BONNEY LAKE's Share shall equal 39.57%, COUNTY's share shall equal 54.62% and SOUTH HILL's Share shall equal 5.81% of the Joint Facilities Costs of those other Joint Facilities which all three will use.

(iii) Local Shares - Joint Facilities Used Only by COUNTY and BONNEY LAKE: For the Joint Bonney Lake-County Transmission Lines to be used solely by BONNEY LAKE and COUNTY, BONNEY LAKE's Share shall equal 42.01% and COUNTY's Share shall equal 57.99% of the Joint Facilities Costs of those facilities.

COUNTY and SOUTH HILL (and any other Participant sharing such costs) shall pay to BONNEY LAKE their respective share of such costs in cash in the manner and within the time provided in Subparagraph 6(g). Thereafter, each participant shall own such proportion of the joint facilities, excluding the joint sewage treatment plant, in such proportion as they have paid in accordance with this subparagraph 6(a) of the contract.

The Participants agree that all portions of the contract, including, but not limited to, the Sewage Treatment Plant Expansion, the construction of lift stations, the construction of Highway 410 interceptor and the construction of the Church Lake interceptor, shall all proceed simultaneously. It is agreed that bids shall be opened and received on all these projects at the same time and that the contracts for construction shall be awarded as near in time as may be practicable to each other.

(b) Payment of Joint Facilities Maintenance and Intergovernmental Contract for Wastewater Facilities Management - 14

Operation Expenses:

(i) Sewage Treatment Plant: The Joint Facilities Maintenance and Operation Expenses shall be computed and distributed based upon the usage and total Maintenance and Operation Expenses of the Sewage Treatment Plant. All Participants shall pay the Maintenance and Operation Expenses of the Sewage Treatment Plant based on each Participant's actual use of that facility as measured by the parameters of flow, BOD and Suspended Solids (SS). These parameters shall be determined in accordance with the following procedures:

Flow: The sewage flow into the Sewage Treatment Plant shall be metered at the point where SUMNER discharges sewage into the plant and at the point where the other Participants discharge sewage into the plant. The flow-metering installation at each monitoring facility shall be calibrated quarterly and equipped with a totalizer and a recorder. Daily maintenance at the facility shall include at least a check of the primary element of the flow meter for obstructions and a visual check of all other elements of the installation for normal operation. A daily log shall be kept in which all maintenance operations performed and any abnormalities observed shall be noted. The totalizer reading shall also be recorded daily in the log. At the end of each month, the average daily flow during the month shall be determined by using all the valid data collected during the month.

BOD and Suspended Solids: The monitoring facility shall contain an automatic liquid sampling device which shall be integrated with each flow-metering installation in a manner such that sewage samples can be collected on a flow-weighted basis and stored. A composite sample shall be daily prepared from all samples collected during a uniform 24-hour period. The BOD and SS of each daily sample shall be determined

and recorded in the daily log. At the end of each month, the average BOD and SS during the month shall be determined by using all the valid data collected during the month.

Once each month split samples shall be taken for testing of BOD and SS; such split samples shall be sent to a certified testing lab to verify the data collected by SUMNER. The cost for the split sample shall be borne by the Participants other than SUMNER.

The data collected shall be used by SUMNER to calculate the share of the total Maintenance and Operation Expenses which shall be charged to BONNEY LAKE for BONNEY LAKE, COUNTY, SOUTH HILL and any other Participants. The exact method of calculation of Maintenance and Operation Expenses to be so charged shall be as follows:

$$C_i = [K V_i / V] [a + b(BOD5_i / BOD5_c) + c(SS_i / SS_c)]$$

Where C = M&O Charge to user i during billing period

K = Total M&O Expense during billing period

V_i = average daily sewage flow of user i during billing period

V = average daily flow into sewage facility during billing period

a = fraction of K determined to be attributable to flow

b = fraction of K determined to be attributable to BOD5

c = fraction of K determined to be attributable to SS

i = SUMNER or BONNEY LAKE, COUNTY, SOUTH HILL and any other Participant, jointly

BOD5_i = average daily 5-day BOD concentration of sewage from user i during billing period

BOD5_c = average daily 5-day BOD concentration of total plant sewage during billing period

SS_i = average daily SS concentration of sewage from user i during billing period

SS_c = average daily SS concentration of total plant sewage during billing period

By the first day of the second month of each quarter, SUMNER shall notify each Participant of and shall furnish to the Advisory Committee its proposed budget for the Sewage Treatment Plant showing its estimate of the Sewage Treatment Plant Maintenance and Operation Expenses for the ensuing quarter. SUMNER shall further furnish forthwith to those Participants and Advisory Committee, upon request for inspection, the data and records supporting such estimate. The Advisory Committee shall furnish SUMNER with its budgetary recommendations and comments by the 15th day of the second month of each quarter. Thereafter SUMNER shall adopt its final budget. By the first day of the third month of each quarter, SUMNER shall determine and notify the other Participants of the actual Sewage Treatment Plant Maintenance and Operation Expenses for the immediately preceding quarter or part thereof covered by this contract. If the actual expenses exceeded the total payments made by BONNEY LAKE for the Participants pursuant to this paragraph for that preceding quarter, then each Participant, within thirty (30) days after such notification, shall pay to BONNEY LAKE its share of that deficit and BONNEY LAKE, in turn, shall pay the total amount of such deficit shares to SUMNER within thirty-five (35) days after such notification. If the actual expenses were less than the total payments made by BONNEY LAKE for the Participants pursuant to this paragraph for that preceding quarter, then SUMNER shall credit those excess payments to the next monthly payments due from BONNEY LAKE for the other Participants.

Any Participant which has a nonresidential sewer user whose wastewater has a BOD and/or SS value higher than the average for domestic wastewater shall be charged and pay an additional surcharge calculated according to the formula in this subparagraph.

During any quarter SUMNER shall operate within its budget. Should Sewage Treatment Plant Maintenance and Operation expenses increase over budget estimates, SUMNER may amend its budget after first submitting the proposed budget amendment to the Advisory Committee for recommendations and comments.

Billings and payments shall be in accordance with Subparagraph 6(f).

(ii) Other Joint Facilities: Each Participant shall contribute to the Joint Facilities Maintenance and Operation Expenses of the other Joint Facilities based on that Participant's actual use of the joint transmission lines or other Joint Facilities. Use of the Joint Facilities shall be measured in accordance with the parameters of flow, BOD and SS.

To insure that each Participant is fairly sharing in the costs of maintaining and operating the sewerage system, flow measurements in the collection system shall be made at the point or points at which the wastewater from the various Participants enters the transmission lines. Such measurements shall be made for a period of seven continuous days per calendar quarter. More frequent monitoring may be recommended by the advisory committee. No flow measurements or monitoring shall be required at points of connection where the estimated flow into the joint facilities will be less than 3,000 gallons per day.

By the first day of the second month of each quarter, BONNEY LAKE shall notify each Participant of and shall furnish to the Advisory Committee its proposed budget for the other Joint Facilities showing its estimate of the Joint Facilities Maintenance Expenses for such facilities for the ensuing quarter. BONNEY LAKE shall further furnish forthwith to those Participants and the Advisory Committee, upon request for inspection, the data and records supporting such estimate. The Advisory Committee shall furnish BONNEY LAKE with its budgetary recommendations and

comments by the 15th day of the second month of each quarter. Thereafter BONNEY LAKE shall adopt its final budget. Subject to adjustment provided in this subparagraph, the use-charges for the Participants under this subparagraph shall be based upon that final budget. By the first day of the third month of each quarter, BONNEY LAKE shall determine and notify the other Participants of the actual Joint Facilities Maintenance and Operation Expenses for such facilities for the immediately preceding quarter or part thereof covered by this contract. If the actual expenses exceeded the total payments made by the Participants pursuant to this paragraph for that preceding quarter, then each Participant, within thirty (30) days after such notification, shall pay to BONNEY LAKE its share (based on the parameters of flow, BOD and SS) of that deficit. If the actual requirements and expenses were less than the total payments made by the Participants pursuant to this paragraph for that preceding quarter, then BONNEY LAKE shall credit those excess payments to the next monthly payments due from the other Participants.

During any quarter BONNEY LAKE shall operate within its Joint Facilities budget. Should Joint Facilities Maintenance and Operation Expenses increase over budget estimates, BONNEY LAKE may amend its budget after first submitting the proposed budget amendment to the Advisory Committee for recommendations and comments.

Billings and payments shall be in accordance with Subparagraph 6(f).

(c) Obligations of Additional Participants:

At such time as any Participant other than the Original Participants contracts to use Joint Facilities, that Participant shall pay BONNEY LAKE at the time of such connection its share of the Joint Facilities Costs in the manner prescribed in Subparagraph 6(a), adjusted pursuant to Subparagraph 6(d), and shall agree to pay the Joint Facilities Maintenance and Operation Expense

requirements described in Subparagraph 6(b) in the manner and at the times provided and at the rates determined by Subparagraphs 6(b) and (c).

(d) Adjustments in Joint Facilities Costs

Shares: The allocation of Joint Facilities Costs among the Original Participants is based on the population in their respective service areas (within the corporate limits of BONNEY LAKE and SOUTH HILL and the remainder of COUNTY) within the Facilities Plan Service Area and the design capacity of the Joint Facilities to serve the Original Participants. At such time as additional Participants agree to connect to the Joint Facilities or at such time as any Participant extends its service area by annexation or extension of its Local Facilities outside its boundaries or outside the Facilities Plan Service Area, or at such time as one Participant shall merge its sewer or water and sewer utility with that of another Participant, the shares of the Joint Facilities Costs of all affected Participants shall be adjusted in accordance with the same method of computing the original shares; those Participants whose shares are thereby reduced shall be entitled to receive from those whose shares are increased a reimbursement based on a mutually agreed value of the Local Share payments theretofore made pursuant to Subparagraphs 6(a) and (c).

(e) Covenants to Make Payments: BONNEY LAKE, SOUTH HILL, COUNTY and each additional Participant irrevocably covenant, obligate and bind themselves, respectively, to pay the applicable payments and charges referred to in this Paragraph 6 as sewer service charges for the transportation, treatment and disposal of its sewage out of the gross sewer revenues and/or gross water and sewer revenues of that respective Participant or from such other money legally available to such Participant for such purpose as determined by the Participant.

(f) Billings - Payments - Maintenance and

Operations Charges: For the maintenance and operation charges prescribed in this Paragraph 6, SUMNER shall bill BONNEY LAKE by the 10th day of each calendar month and BONNEY LAKE shall bill each Participant by the 15th day of each calendar month for charges against that Participant accrued to the last day of the immediately preceding month. COUNTY, SOUTH HILL and any other applicable Participant shall pay such charges to BONNEY LAKE by the 10th day of the month following the month such bill is received; BONNEY LAKE shall pay such charges so billed to SUMNER by the 15th day of the month following the month such bill is received, after which time the payment of such respective charges shall be delinquent. Charges omitted in one month may be billed in the following months. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at the rate currently allowed on judgments rendered in the Superior Court, pursuant to RCW 19.52.020.

(g) Billings - Payments - Construction

Charges: For the costs of construction of joint facilities, as set forth in this intergovernmental contract, it is anticipated that lead agency Bonney Lake will be required to make regular monthly progress payments during the course of construction to the various contractors. All Participants except Sumner agree to participate in reimbursing Bonney Lake for progress payments required to be made under the respective construction contracts. Such reimbursement shall be in accordance with the following schedule: all progress payments made by the lead agency to any contractor shall be billed to the other participants no later than ten days after payment to the contractor. Thereafter, each participant except Sumner shall reimburse the lead agency for its proportionate share within 20 days after receipt of said billing.

7. Maintenance of Local Facilities and Sewage

Quality - Insurance Liability: The Participants shall maintain

and operate their respective Local Facilities in accordance with high engineering standards and in conformity with the standards established by the state and federal agencies having jurisdiction over the same. If there are any deficiencies in the respective Local Facilities causing excessive flow or below standard quality sewage, such deficiencies shall be corrected by the applicable Participant forthwith. Deficiencies may constitute excessive flow or quality of sewage discharge which damages the transmission facilities or the sewage treatment process of Joint Facilities, increases the Joint Facilities Maintenance and Operation Expenses per unit of sewage transported or treated, or causes the violation of any federal or state law or regulation. The offending Participant shall pay for any additional cost or expense caused by its breach of this paragraph.

Each Participant shall either self-insure or secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to Local Facilities of like character against loss of or damage to the sewerage facilities of each Participant and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by any Participant as a result of the operation of its Local Facilities shall be the sole liability of that Participant and claims for damages arising out of the maintenance and operation of its Local Facilities shall be the sole liability of that Participant and with respect to claims for damages arising out of the maintenance and operation of a Participant's Local Facilities that Participant will indemnify, hold harmless and defend the other Participants from such claims not caused in whole or in part by action or omission of such other Participants.

8. Additional Local Facilities: Any Future Facilities acquired or constructed by any Participant shall be

required to be constructed in accordance with the then existing sewer construction standards and requirements of the state and federal agencies having jurisdiction over the same.

9. Equitable Rates and Charges: Each Participant agrees to conform its rates and charges for sewage collection, treatment and disposal service to equitable standards consistent with the requirements of applicable federal and state agencies.

10. Advisory Committee: The parties agree to the creation of the joint facilities Advisory Committee consisting of the Mayors (or delegees) of Bonney Lake and Sumner, the County Executive (or delegee) of County and one of the Commissioners (or delegee) of South Hill, together with one appointed staff member from each Participant which appointments shall be made as determined by the individual Participants. The purpose of the Advisory Committee is to review the maintenance and operation of the joint facilities, the proposed final annual budgets for the joint facilities maintenance and operation expenses, budget amendments, fostering cooperation between the Participants under this contract, and otherwise performing the duties assigned to such committee by this contract.

The Advisory Committee shall operate informally and shall be advisory only to the Participants, respecting performance under this contract. Bonney Lake and Sumner shall submit to the Committee all proposed and final budgets, contracts, grant applications, and other matters which they deem appropriate or the Advisory Committee requests, relating to joint facilities.

11. Books and Records: Any member of the Advisory Committee or a representative of such member may examine the books and records of any Participant which relate to the Joint Facilities, the administration thereof or of this contract. Such books and records may be examined at any reasonable time during business hours of that Participant so long as a reasonable opportunity is

given to that Participant to assemble such books and records and provide for a convenient location for such examination. The Advisory Committee may appoint an auditor or accountant to review any such books or records, and the costs of such review shall be charged to BONNEY LAKE, which, in turn, may include such costs as a Joint Facilities Maintenance and Operation Expense.

12. Disputes: In the event of a dispute between any of the Participants relating to any issue arising under this contract, including but not limited to issues relating to the amount of Joint Facilities Costs, the estimates or actual Joint Facilities Maintenance and Operation Expenses, the measured flow of any Participant, the amount of industrial flow, the amount of BOD or SS, or the compliance with any maintenance, operation or construction standards or requirements. Any party to such dispute may submit the dispute to the Superior Court of Pierce County for arbitration proceedings provided by Chapter 7.04 RCW. The rules of such arbitration shall be determined by the arbiter so appointed. Such arbitration shall be limited to the interpretation and application of this contract and may not impair the contract and debt obligations of any Participant or the powers of BONNEY LAKE to fix the budget for and determine the methods used in the management of the Joint Facilities. All cost of arbitration shall be apportioned equally among the parties to the arbitration.

13. Access to Joint Facilities - Cooperation: The Participants enter into this contract committing all sewage discharges into their Local Facilities within the Facility Plan Area to be transported to the Joint Facilities for treatment and disposal, thus foregoing the opportunity of treating and disposing of such sewage individually, provided that South Hill may continue to treat sewage in its community drainfields until such time as South Hill and/or the County complete construction of the future joint

facilities connecting South Hill's sewer district facilities to these joint facilities. Because this contract contemplates that all participants will be using joint facilities and most, if not all, Participants will be transporting sewage collected in their Local Facilities through the political jurisdictions of one or more other Participants, the Participants declare and agree that this contract is not intended as an instrument to permit one Participant to control the amount of sewer collection service furnished by another and that all Participants will cooperate to provide the others with reasonable access for sewage flow to the Joint Facilities either by sharing capacity, if reasonably available, through Local Facilities or by permitting the acquisition of necessary rights-of-way, franchises and permits through and under public streets and property under reasonable conditions for such access.

14. Notices and Agreements: Notices required to be given to Participants shall be deemed given when served on the City Clerks of BONNEY LAKE and SUMNER, the Clerk of the County Council of PIERCE COUNTY and the Secretary of the Board of Sewer Commissioners of SOUTH HILL. When members of the Advisory Committee must be notified, notice to one member thereof from each Participant shall be sufficient compliance but reasonable efforts shall be made to give notice to every member.

Where agreement is required of Participants, such agreement shall be by the legislative bodies thereof, unless there has been a lawful and effective legislative delegation of any such power to agree.

15. Interlocal Agreement Supersedes Prior Agreements: This interlocal agreement between the Participants supersedes all prior interlocal agreements entered into by the parties to the extent they are inconsistent.

16. Contract Binding - Assignment: This contract

shall be binding upon each Participant and the successors to them and may not be assigned in any respect without the consent of all Participants.

17. Pending Litigation - Dismissal: It is further agreed between the parties that, in consideration for the County's continued participation in this Intergovernmental Agreement, through completion of the construction of the joint facilities, that Bonney Lake and South Hill will dismiss with prejudice that certain litigation styled "The City of Bonney Lake and South Hill Sewer District vs. Pierce County," Pierce County Superior Court Cause Number 82-2-03029-1. Such dismissal with prejudice shall occur upon substantial completion and final acceptance of all construction contracts relating to Joint Facilities.

18. Effective Date - Term of Contract: The effective date of this contract shall be _____. Because this contract gives all Participants rights to use and, therefore, interest in the Joint Facilities, such rights must continue until they are terminated by agreement. Commencing on the effective date specified above, this contract shall be for a term of at least thirty-five (35) years or such longer period as any bonds issued and sold to finance part of any Joint Facilities are outstanding or the payment thereof is not fully provided for, secured and funded; this contract shall continue thereafter until terminated by the agreement of all Participants. Any Participant may individually withdraw from the obligations of this contract with the consent of the other Participants after all such bonds are retired or payment thereof is fully provided for, secured and funded; the remaining Participants shall continue to be bound by this contract as it may be amended.

EXECUTED as of the date set forth above.

CITY OF BONNEY LAKE:

By: Curt W. Whipple
Mayor

Attest: Diane M. Jones
City Clerk

CITY OF SUMNER:

By: Lewis R. Noel
Mayor

Attest: Lutha Hummel
City Clerk

SOUTH HILL SEWER DISTRICT:

By: Barry D. Bean
Chairman, Board of
Sewer Commissioners

Attest: Rola H. Homan

PIERCE COUNTY:

By: Scott Nelson
County Executive

Attest: Marlene Ellsworth

DEGENER

PIERCE CNTY
SOUTH HILL
BOULEY LAKE

LAKE TAPP'S
FACILITY PLAN
SEWER SERVICE AREAS
EXHIBIT A

1 MILE

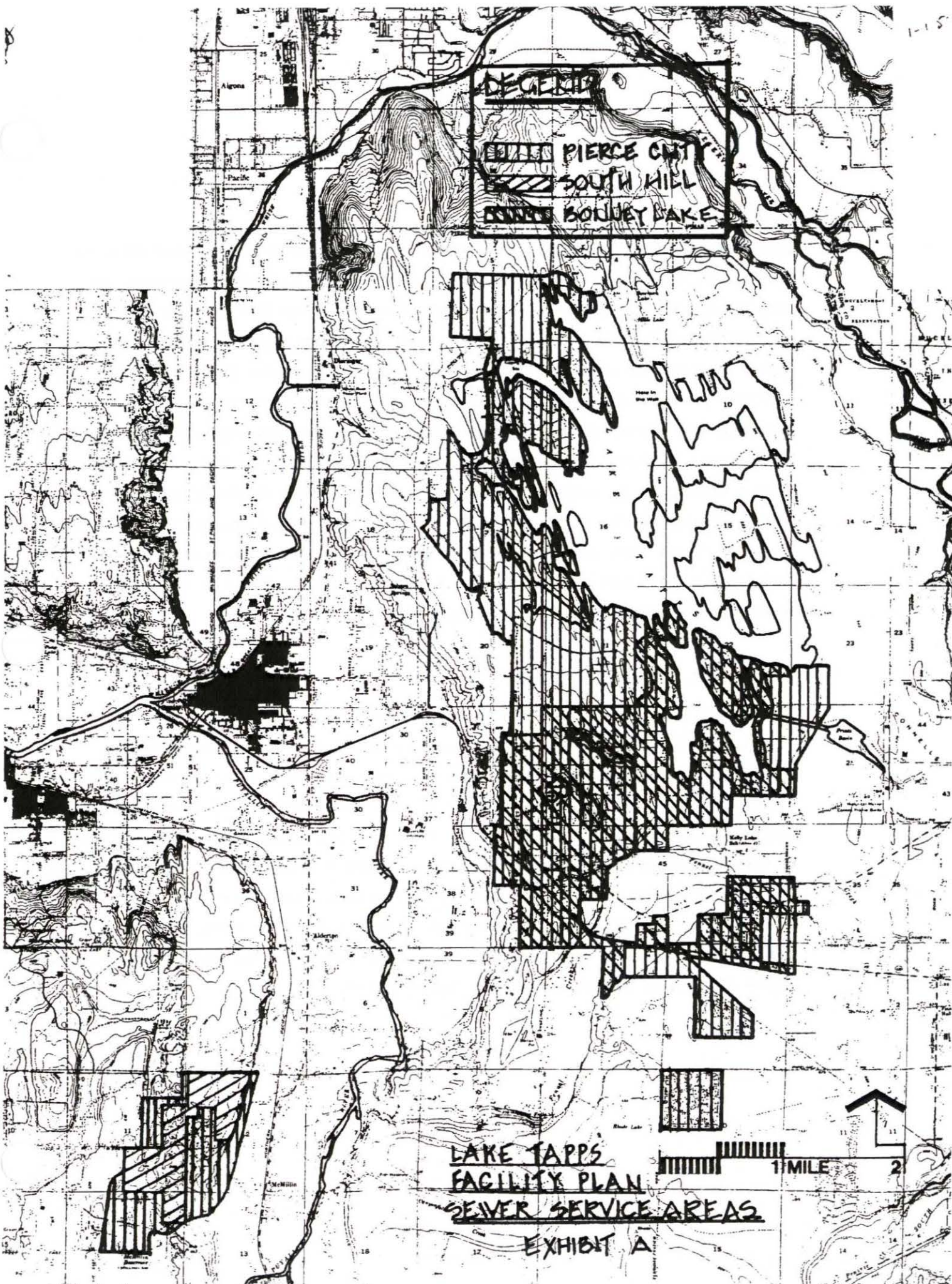


EXHIBIT "B"

JOINT FACILITIES DESCRIPTIONS
(FOR INTERLOCAL AGREEMENT)

I. Fennel Creek Interceptor

The Fennel Creek interceptor consists of 2-3/4 miles of 24 and 30 inch vitrified clay pipe. The minimum capacities of this interceptor, are approximately 4 MGD and 7 MGD, respectively. This interceptor begins at the intersection of 56th Street East and West Tapps Highway. Wastewater within the pipeline flows south along easements (1,700 feet in the vacated portion of West Tapps Highway) and along West Tapps Highway to the City of Bonney Lake, near the intersection of Bonney Lake Blvd. and West Tapps Highway. From there, flow is west approximately 3,900 feet along easements to Lakeway Drive. The interceptor follows Lakeway Drive approximately 335 feet, where it again, leaves the public right-of-way and flows west along easements to Angeline Road. It then follows Angeline Road south approximately 1,500 feet and ends at a manhole approximately 400 feet north of Highway 410.

II. Debra Jane Lake Interceptor

The Debra Jane Lake Interceptor consists of approximately 1 mile of 8 and 10 inch PVC pipe. The minimum capacities of this interceptor, are approximately 0.5 MGD and 0.9 MGD, respectively. This interceptor begins approximately 200 feet east of the intersection of 185th Avenue East and 68th Street East. From there, flow is east along 68th Street East to 193rd Avenue East, then south along 193rd Avenue East for approximately 800 feet. There the route leaves the public right-of-way and flows south along an easement for approximately 300 feet to Bonney Lake Boulevard. Flow is then east along Bonney Lake Boulevard to West Tapps Highway where it enters the Fennel Creek Interceptor.

III. Bonney Lake Interceptor

The Bonney Lake Interceptor consists of approximately 1-1/4 miles of 8, 10 and 12 inch PVC pipe. The minimum capacities of this interceptor are approximately 0.5 MGD, 0.9 MGD, and 1.0 MGD, respectively. This interceptor begins at the intersection of 74th Street East and 182nd Avenue East. Wastewater within the pipeline then flows east along 74th Street East to Locust Avenue Extension. There the route leaves the public right-of-way and flows along easements to 188th Avenue East for approximately 200 feet. Flow is east along easements to 190th Avenue East, then along 190th Avenue East for approximately 300 feet. From there, flow is east along easements to 191st Avenue East. Flow is then south in the public right-of-way along 191st Avenue East, 79th Street East, and 193rd Avenue East to the Fennel Creek Interceptor at a manhole approximately 300 feet north of Lakeway Drive.

IV. Church Lake Interceptor

The Church Lake Interceptor, to be constructed, has two beginning points. One at the intersection of South Vista Drive and South Island Drive and the other at the intersection of North Vista Drive and North Island Drive. Both intersections are on Inlet Island. Wastewater within the interceptor flows from the two beginning points along South and North Island Drive respectively to the intersection of Cascade Drive and Island Drive. From there flow is east along Cascade Drive across the Inlet Island causeway into Lift Station No. 12 approximately 150 feet west of 205th Avenue East. Lift Station No. 12 pumps the flow by force main to the intersection of 60th Street East and 207th Avenue East. From there flow is by gravity south along 207th Avenue East to Lift Station No. 14 near the Old Vandermark Bridge. Lift Station No. 14 pumps wastewater through a force main across the Vandermark Flume and along Vandermark Road to a point approximately 750 feet south of the flume where gravity flow is resumed. From there, flow is along Vandermark Road to the intersection of Vandermark Road and Church Lake Drive. From this intersection flow is along Church Lake Drive to approximately 350 feet south of 75th Street East where the route leaves the public right-of-way and flows west along easements. The route follows the easements along the lakeside of 15 Lake Tapps waterfront lots and then returns to Church Lake Drive at 208th Avenue East. From there flow is along Church Lake Drive to West Tapps Highway, where it continues northerly along West Tapps Highway to a point approximately

300 feet south of the intersection of Bonney Lake Boulevard and West Tapps Highway, where flow enters the Fennel Creek Interceptor.

The approximate minimum capacities of the interceptor are as follows:

- | | |
|--|---------|
| a. Beginning to Lift Station No. 12 - | 0.7 MGD |
| b. Lift Station No. 12 to 60th St. E & 207th Ave. E. - | 0.8 MGD |
| c. 60th St. E. & 207th Ave. E. To Lift Station No. 14 - | 1.0 MGD |
| d. Lift Station No. 14 to Vander- mark Road - | 1.0 MGD |
| e. Vandermark Road to Church Lake Drive - | 1.6 MGD |
| f. Church Lake Drive to Fennel Creek Interceptor | 2.3 MGD |

V. SR 410 Interceptor

The SR 410 interceptor to be constructed, consists of a pressure force main, gravity sewer and pressure sewer pipe. The minimum capacity of the interceptor is approximately 6 MGD. The interceptor begins at Lift Station No. 17, located on the northeast corner of the intersection of Angeline Road and SR 410. From Lift Station No. 17, the interceptor routing is northwesterly within existing right-of-way and easements to Sumner Wastewater Treatment Facility, located at the confluence of the Stuck and Puyallup Rivers. The description for the SR 410 interceptor is divided into four segments, described as follows:

Segment V-A, Lift Station No. 17 to 184th Avenue East

Segment V-A describes the interceptor from Lift Station No. 17 to 184th Avenue East. Wastewater is pumped northwesterly from Lift Station No. 17 through approximately 1,900 lineal feet of force main along SR 410 to the intersection of SR 410 and 184th Avenue East, the highest point in the alignment.

Segment V-B, 184th Avenue East to Old Sumner Buckley Highway

Segment V-B describes the interceptor from 184th Avenue East to Old Sumner Buckley Highway. Wastewater flows northwesterly along SR 410 by gravity from the force main termination, through approximately 1,200 lineal feet of pipe.

Segment V-C, Old Sumner Buckley to Montmorency Drive

Segment V-C describes the interceptor from Old Sumner Buckley Highway to Montmorency Drive, approximately 800 feet east of the Sumner City limits. Wastewater is transmitted by a pressure sewer line approximately 12,400 feet of pressure sewer pipe, from the intersection of the Old Sumner Buckley Highway.

The alignment of this segment is described as follows:

From Old Sumner Buckley Highway northwesterly approximately 480' along SR 410 right-of-way; thence southwesterly 100 feet under SR 410; thence northwesterly 7,900 feet along SR 410 right-of-way; thence southwesterly 320' within easements to the vacated Old Sumner Buckley Highway right-of-way; thence northwesterly 3,100 feet along vacated Old Sumner Buckley Highway within easements to the east end of the east/west directional section of Wood-McCumber Road; thence westerly 2,300 feet along Wood-McCumber Road right-of-way to Riverside Road; thence north to northwesterly 4,200 feet along Riverside Road right-of-way to Montmorency Drive (approximately 800 feet east of Sumner City limits).

Segment V-D, Montmorency Drive to Sumner Wastewater Treatment Facility

Segment V-D describes the interceptor from Montmorency Drive through the City of Sumner to the wastewater treatment facility. Wastewater flows by gravity through approximately 8,600 feet of gravity sewer pipe.

The alignment of this segment is described as follows:

From Montmorency Drive northwesterly approximately 800 feet along Riverside Road right-of-way to Valley Avenue; thence westerly 530 feet along SR 410 right-of-way; thence westerly 530 feet, paralleling SR 410 within easements; thence westerly 1,300 feet along 72nd Street East right-of-way; thence northerly 360 feet along Rivergrove Road right-of-way; thence northwesterly 1,400 feet along SR 410 right-of-way; thence northwesterly 1,700 feet paralleling SR 410 within easements; thence southwesterly 180 feet paralleling Burlington Northern Railroad within easements; thence northwesterly 280 feet under Burlington Northern Railroad and Traffic St. within right-of-way; thence northwesterly 1,100 feet paralleling Traffic Street off-ramp from SR 410 within easements; thence westerly 370 feet along Harrison Street right-of-way to treatment facility.

Lift Stations

The following lift stations are joint city/county facilities:

VI-A Lift Station No. 12

Lift Station No. 12 is to be constructed near the beginning of the Church Lake interceptor, and will consist of two (2) submersible pumps, each with a pumping capacity of 530 gpm. It is to be located on Cascade Street East approximately 150 feet west of 205th Avenue East. The lift station will pump sewage to the intersection of 60th Street East and 207th Avenue East, allowing sewage to flow by gravity to Lift Station No. 14.

VI-B Lift Station No. 14

Lift Station No. 14 is to be an "in-line" lift station in the Church Lake interceptor and will consist of two (2) submersible pumps, each with a pumping capacity of 700 gpm. The lift station is to be located near the Old Vandermark Bridge and will pump sewage across the Vandermark flume and along Vandermark Rd. approximately 750' south of the flume, thus allowing sewage to flow by gravity to the Fennel Creek interceptor and eventually into Lift Station No. 17.

VI-C Lift Station No. 11

Lift Station No. 11 is to be near the beginning of the Fennel Creek interceptor and will consist of two (2) submersible pumps, each with a pumping capacity of 150 gpm. The lift station is to be located approximately 100 feet east of the intersection of 56th Street East and West Tapps Highway and will pump sewage into the Fennel Creek interceptor manhole at the intersection.

VI-D Lift Station No. 8

Lift Station No. 8 is to be near the beginning of the Debra Jane Lake Interceptor and will consist of two (2) submersible pumps, each with a pumping capacity of 200 gpm. The lift station is to be located on 195th Avenue East, approximately 1,700 feet southwest of 68th Street East, and will pump sewage into the existing Debra Jane Lake Interceptor on 68th Street East.

VI-E Lift Station No. 17

Lift Station No. 17 marks the beginning of the SR 410 interceptor and is to be located near the intersection of Angeline Road and SR 410. It will consist of three (3) centrifugal pumps, each with a pumping capacity of 1,900 gpm. Two pumps are required for peak flow, one pump for standby. This lift station will also be equipped with an auxiliary generator. The lift station will collect sewage from the Fennel Creek and Church Lake

interceptors and pump into the SR 410 interceptor which will carry sewage to the Sumner Wastewater Treatment Facility.

VII. Wastewater Treatment Plant

The existing activated sludge treatment plant owned and operated by the City of Sumner will be expanded to handle the projected 1990 flow rates as established in Addendum III of the 201 Lake Tapps Facility Plan.

Existing Wastewater Treatment Plant (Serving the City of Sumner) - Design Criteria

| | |
|---|-----------|
| Average Daily Flow | 1.2 MGD |
| Peak Flow | 3.0 MGD |
| Biochemical Oxygen Demand (Five Day) | 3,094 ppd |
| Suspended Solids | 2,494 ppd |

Wastewater Treatment Plant Expansion (Serving Pierce County, South Hill Sewer District and Bonney Lake).

| | |
|---|-----------|
| Average Daily Flow | 1.42 MGD |
| Peak Flow | 3.56 MGD |
| Biochemical Oxygen Demand (Five Day) | 2,706 ppd |
| Suspended Solids | 2,706 ppd |

Total Plant Capacity After Expansion

| | |
|---|-----------|
| Average Daily Flow | 2.62 MGD |
| Peak Flow | 6.56 MGD |
| Biochemical Oxygen Demand (Five Day) | 5,800 ppd |
| Suspended Solids | 5,200 ppd |

VIII. General

The sewer line capacities indicated in the description based on an N factor of 0.013 (Manning Equation), and the capacity listed, is based on a full pipe flow. The joint facilities descriptions are based upon existing as-constructed plans for those facilities completed at the time of this agreement. Descriptions for those joint facilities upon which the design is complete, but not constructed and those facilities for which preliminary engineering is completed, but not constructed are subject to review.

[illegible]

Y LAKE & PINECE

Y LAKE & PINECE

JOINT FACILITIES

7

Dr. J. C. Jones

CONVULSIONS: 1 mg/kg/10 min

[illegible]

1000

1

Administrative Overhead

Percentages subject to annual review and submittal to the Advisory Committee.

| | |
|--|---|
| Director of Public Works | 33% of Salary & Fringes |
| City Engineer | 15% of Salary & Fringes |
| Finance Director | 20% of Salary & Fringes |
| Office Rental | \$500.00/month plus 100% CPI increase for inflation |
| Utilities - including Communications - telephone and radio | Actual costs based on Administrative Time Split |
| Administrative Transportation | Actual costs based on Administrative Time Split |
| Clerical | % of actual based on periodic studies time-work |
| Insurance | Actual costs based on Administrative Time Split |
| Audit Fees | Actual costs based on Administrative Time Split |

Operations and Maintenance of Joint Facilities

Actual costs from employee time records.

Actual costs from vouchers.

CITY OF SUMNER
Administrative Overhead

Percentages subject to annual review (based on actual bi-annual hourly study).

| | |
|--|----------------------------|
| Director of Public Works and Office Staff | 25% of Salary and Benefits |
| Finance Director and Office Staff | 10% of Salary and Benefits |

Operation and Maintenance
of Sewage Treatment Plant

Actual costs of Sewage Treatment Plant personnel.
Actual costs of related supplies, materials and charges.
Plus 15% for overhead (subject to change by Ordinance).

Exhibit C-1