



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

November 19, 2018

Scott Schafer
City of Yakima
2220 E. Viola Ave.
Yakima, WA 98901

Administrative Order Docket #	16086
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Re: Administrative Order requiring pretreatment delegation

Dear Scott Schafer:

The Department of Ecology (Ecology) has issued the enclosed Administrative Order (Order) requiring the City of Yakima to comply with:

- **Federal Regulation 40 CFR section 403.8(a)**
- **Chapter 173-208 Washington Administrative Code (WAC)**

The order formally acknowledges the pretreatment timeline agreed to by the City of Yakima and Ecology.

If you have questions please contact Donna L. Smith at 509-575-2612 or Donna.Smith@ecy.wa.gov.

Sincerely,

David B. Bowen
Section Manager
Water Quality Program

Enclosure: Administrative Order Docket #16086

Hand Delivered on November 19, 2018, by: Donna Smith, Ecology-Union Gap

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

IN THE MATTER OF AN)	ADMINISTRATIVE ORDER
ADMINISTRATIVE ORDER)	DOCKET #16086
TO City of Yakima)	

To: City of Yakima
2220 E. Viola Ave
Yakima, WA 98907

Administrative Order Docket #	16086
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The Department of Ecology (Ecology) has issued this Administrative Order (Order) requiring the City of Yakima to comply with:

- **Federal Regulation 40 CFR section 403.8(a)**
- **Chapter 173-208 Washington Administrative Code (WAC)**

RCW 90.48.260 designates the Department of Ecology (Ecology) as the state water pollution control agency for all purposes of the Federal Water Pollution Control Act (FWPCA) and grants authority to establish any national waste discharge or National Pollution Discharge Elimination System (NPDES) permit including pretreatment requirements and the enforcement of the program through penalties, emergency powers and criminal sanctions.

Federal Regulation 40 CFR section 403.8(a) requires any Publicly Owned Treatment Works, (POTW), or combination of POTWs operated by the same authority with a total design flow of greater than five (5) million gallons a day to establish a Pretreatment Program.

In addition, 40 CFR 403.8 establishes specific requirements for the content and 40 CFR 403.9 contains procedures for the submittal and delegation of such pretreatment programs.

RCW 90.48.165 allows that, upon application, any city, town, or municipal corporation operating a sewerage system including treatment facilities may be granted authority by the department to issue permits for the discharge of wastes to such system provided the department ascertains to its satisfaction that the sewerage system and the inspection and control program operated and conducted will protect the public interest.

Chapter 173-208 WAC sets forth the procedures for granting authority for administration of the permit program of RCW 90.48.160 as it pertains to waste discharges into POTWs.

The Department of Ecology recognizes that the City of Yakima (City) is a delegated pretreatment control authority under 40 CFR section 403.8 and the purpose of this order is to expand its current delegation to include contributing jurisdictions outside the current area of authority.

The City has been in consultation with Ecology regarding delegation status. The conditions of this order reflect Ecology's requirement that the City adhere to a schedule agreed to by Ecology and the City.

In view of the foregoing and in accordance with RCW 90.48.165 and WAC 173-208:

IT IS ORDERED THAT the City of Yakima shall, upon receipt of this order, complete the action required below for the development of a Pretreatment Program satisfying the requirements of 40 CFR part 403, applicable State regulations including Chapters 173-208 WAC, 173-216 WAC, 173-201A WAC, 173-240 WAC, and Chapter 90.48 RCW, and portions of other State and Federal regulations applicable to this program. Recognizing that the City is a fully delegated pretreatment authority for facilities located within the city limits, the requirements in this order apply to those areas outside the currently delegated pretreatment program.

1. By June 1, 2019, submit the Request for Pretreatment Program Delegation in accordance with 40 CFR 403.9(a) & (b), RCW 90.48.165 and WAC 173-208 for the discharges from those entities (City of Union Gap and Terrace Heights Sewer District) party to the Three Party Wholesale Service Agreement, effective January 1, 2015. A copy of the agreement is contained in Appendix A of this order. The submittal must contain the information required by 40 CFR 403.9(b) as described below.
 - A. An industrial waste survey identifying all Industrial Users, (IUs), located within the new service areas, which may be subject to the program in accordance with 40 CFR 403.8(f)(2)(i) and (ii) and 40 CFR 403.8(f)(6), including summaries of all non-domestic flows and categorization of IUs by the character and volume of pollutants discharged to the POTW.
 - B. Copies of all local ordinance(s) and agreements empowering the City with the requisite authority to implement the program submitted and fulfill 40 CFR 403.8(f) in its new service areas.
 - C. A statement from the City's legal representative that the City has the authority to apply and enforce the requirements of 40 CFR 403.8 and applicable state and federal regulations. The statement shall satisfy the requirements of 40 CFR 403.9(b)(1) and include an evaluation of the City's ability to enforce pretreatment standards in its new service areas. The city must have authority to:
 1. Deny or condition new or increased contributions of pollutants, or changes in the nature of the pollutants discharged to the POTW.
 2. Require compliance with applicable pretreatment standards and requirements by industrial users.
 3. Control, through permit, contract, or other means, the contribution to the POTW by each industrial user.

4. Require the development of a compliance schedule by each industrial user, and the submission of all notices and self-monitoring reports as necessary to assure compliance.
 5. Carry out all inspection, surveillance, and monitoring procedures to determine compliance, independent of information supplied by the industrial user.
 6. Obtain remedies for noncompliance, including the ability to seek injunctive relief, seek civil or criminal penalties, and/or collect liquidated damages.
 7. Comply with confidentiality requirements and limitations of data restrictions specified in 40 CFR 403.14.
- D. An evaluation of the financial programs, staffing, and organization that demonstrates the City has sufficient resources to meet the requirements of 40 CFR 403.8(f)(3). Include a description (including organizational charts) of the pretreatment program organization, a description of funding levels and descriptions of full and part-time personnel available to implement the program in its new service areas.
- E. A determination of appropriate "technically based" local limits completed in accordance with 40 CFR section 403.5 which protect the POTW against pass through and interference, and allow the POTW's effluent and sludge to comply with Federal and State regulations.
- F. A review of the city's current manual of procedures and make necessary changes to the manual to ensure it is applicable in the new service areas. Submit a copy of this manual with the Request for Pretreatment Program Delegation.
1. Procedures for notifying IUs of applicable pretreatment standards and issuing and modifying permits to IUs. Include a permit shell incorporating the conditions of 40 CFR 403.8(f)(1)(iii), 40 CFR sections 403.14, 403.16, and 403.17, and provisions of WAC 173-216-050, -060, -090, and -125. Include a permit application form that provides the necessary information for permitting, and include, if different, the control mechanism for minor industrial users.
 2. Procedures for annually publishing lists of IUs in significant non-compliance and updating local limits and IU surveys as required in the POTWs annual report by 40 CFR 403.12(i). Include procedures for annually evaluating the ability of limits to prevent pass through and interference and comply with Federal and State regulations including, but not limited to, Chapter 173-201A WAC, and 40 CFR part 503, Standards for the Use of Disposal Of Sewage Sludge.
 3. Procedures for collecting, evaluating, and tracking all ID self-monitoring reports as required by 40 CFR section 403.8(f)(2)(iv) and contained in 40 CFR sections 403.12, 403.16, and 403.17.

4. Procedures for POTW compliance sampling, analysis, and tracking compliance status. The program shall fulfill 40 CFR 403.8(f)(2)(v) and include sample collection and analysis methods.
 5. An enforcement response plan complying with the provisions of 40 CFR sections 403.8(f)(5).
 6. Procedures for applying pretreatment requirements to contributing jurisdictions. Include procedures for updating the IU survey, notifying IUs of pretreatment requirements, permitting, inspections, sampling, enforcement, and compliance tracking in each contributing jurisdiction.
 7. Procedures for requiring Engineering Reports per Chapter 173-240 WAC as part of the permitting and inspection functions of the program.
 8. Procedures for updating or modifying the pretreatment program. Include circumstances under which significant and minor program modifications will be requested in accordance with 40 CFR 403.18. Significant program modifications include revising sewer use ordinances or multi-jurisdictional agreements.
 9. An accidental spill and/or slug control evaluation plan meeting the requirements of 40 CFR 403.8(f)(2)(vi).
 10. Procedures for preparing the POTWs annual report satisfying 40 CFR 403.12(i).
 11. Procedures for evaluating requests for modification of pretreatment standards for net/gross adjustments, (per 40 CFR 403.15), and variances for fundamentally different factors, (per 40 CFR 403.13).
- G. Upon receipt of Ecology's review of any of the above program elements where Ecology requires changes be made to that element, a resubmission of that element shall be made to Ecology with appropriate modifications within 45 calendar days upon notification of the necessary changes.
- H. Upon notification by Ecology that all information required by it has been received, the city shall twice publish notice of the application for pretreatment authorization in a newspaper of general circulation in the area to which the request relates, providing thirty days for written comments on the request to be received by the department. The publication shall occur on the same week day, one week apart. Such notice shall be in a form provided by the department.

FAILURE TO COMPLY WITH THIS ORDER

Failure to comply with this Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the terms of this Order.

YOUR RIGHT TO APPEAL

You have a right to appeal this Order to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this Order. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do both of the following within 30 days of the date of receipt of this Order:

- File your appeal and a copy of this Order with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Order on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in Chapter 43.21B RCW and Chapter 371-08 WAC.

Your appeal alone will not stay the effectiveness of this Order. Stay requests must be submitted in accordance with RCW 43.21B.320.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey, WA 98503	Department of Ecology Attn: Appeals Processing Desk PO Box 47608 Olympia, WA 98504-7608
Pollution Control Hearings Board 1111 Israel Road SW STE 301 Tumwater, WA 98501	Pollution Control Hearings Board PO Box 40903 Olympia, WA 98504-0903

CONTACT INFORMATION

Please direct all questions about this Order to:

Donna L. Smith
Department of Ecology
Central Regional Office
1250 W. Alder Street, Union Gap, WA
Phone: 509-575-2612
Email: Donna.Smith@ecy.wa.gov

MORE INFORMATION

- Pollution Control Hearings Board Website
<http://www.eluho.wa.gov/Board/PCHB>
- Chapter 43.21B RCW - Environmental and Land Use Hearings Office – Pollution Control Hearings Board
<http://app.leg.wa.gov/RCW/default.aspx?cite=43.21B>
- Chapter 371-08 WAC – Practice And Procedure
<http://app.leg.wa.gov/WAC/default.aspx?cite=371-08>
- Chapter 34.05 RCW – Administrative Procedure Act
<http://app.leg.wa.gov/RCW/default.aspx?cite=34.05>
- Ecology's Laws, rules, & rulemaking website
<https://ecology.wa.gov/About-us/How-we-operate/Laws-rules-rulemaking>

SIGNATURE



David B. Bowen
Section Manager
Water Quality Program
Central Regional Office



Date

APPENDIX A

3-Party Wholesale Service Agreement

3-PARTY WHOLESALE SERVICE AGREEMENT

City of Yakima, City of Union Gap and Terrace Heights Sewer District

Agreement For Wholesale Wastewater Treatment And Disposal Service

This 3-Party Wholesale Service Agreement ("Agreement") is entered into this 12th day of November, 2014, and becomes effective January 1, 2015, by and between the City of Yakima ("City"), a Washington municipal corporation, the City of Union Gap ("Union Gap"), a municipal corporation, and the Terrace Heights Sewer District ("Terrace Heights"), a Washington quasi-municipal corporation. The City, Union Gap and Terrace Heights are sometimes referenced individually in this Agreement as "Party" and collectively as "Parties." Further, Union Gap and Terrace Heights are sometimes referenced in this Agreement as "Wholesale Users."

The purpose of this Agreement is to establish the terms and conditions for the City's provision of wholesale wastewater treatment and disposal service from the City's Regional Wastewater Treatment Plant to the Wholesale Users.

This Agreement supersedes the Agreement for Wastewater Treatment and Disposal Service known as the Four Party Agreement as entered into by the Parties and Yakima County on February 23, 1976 and all amendments thereto; the Settlement Agreement among the City, Union Gap and Terrace Heights executed on August 19, 1997; the Special Agreement between the City and Terrace Heights executed on June 27, 2000; the Special Agreement between the City and Union Gap executed on July 10, 2000; the Special Agreement between the City and Terrace Heights executed on September 20, 2006; the Special Agreement among the City, Terrace Heights and the City of Moxee executed on September 20, 2006; the Special Agreement between the City and Union Gap executed on September 25, 2006; and the Special Agreement among the City, Yakima County, Terrace Heights, Union Gap and the City of Moxee executed on October 10, 2006.

Any Party's provision of wastewater service to retail customers outside its respective city limits but within its urban growth area, or in the case of Terrace Heights its designated service territory, shall be in accordance with the Growth Management Act, chapter 36.70A RCW, and the related requirements of Yakima County.

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WASTEWATER TREATMENT AND DISPOSAL

1.0 DEFINITIONS

The following definitions shall apply to this Agreement, unless specifically provided otherwise herein.

- 1.1 **Asset Management**: "Asset Management" is a systematic process of operating, maintaining, and upgrading assets cost-effectively.
- 1.2 **Asset Value**: "Asset Value" is the value of an entity as a whole, or individual pieces of equipment less the value of depreciation.
- 1.3 **Biochemical Oxygen Demand (BOD)**: "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade, expressed in milligrams per liter (mg/L).
- 1.4 **Capacity Allocation**: "Capacity Allocation" is the percentage of the Wastewater Facilities' design capacity that a Wholesale User is authorized by this Agreement to utilize. A Capacity Allocation does not convey ownership interest in any Wastewater Facilities.
- 1.5 **Capital Costs and Expenses**: "Capital Costs and Expenses" means Wastewater Facilities costs for capital facilities, which costs shall include but are not limited to loan repayment, debt service, cash used for capital improvement, and capital facility assessments.
- 1.6 **Capital Improvement Projects (CIP)**: "Capital Improvement Projects" are projects undertaken for new Wastewater Facilities construction improvements, permit requirements, and process changes to meet regulatory mandates, including future growth and capacity requirements.
- 1.7 **CIP Charge Calculation**: "CIP Charge Calculation" is based on funds transferred into Wastewater Facility Project Fund 478 by the City each year for capital improvements of the WWTP. Funds include cash, wastewater connection charge revenue, and debt service for loans and/or bonds. Each Party is responsible for paying its pro-rata share of the total amount transferred into this fund.
- 1.8 **Clean Water Act**: The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C. §1251 *et seq.*
- 1.9 **Comprehensive Plans**: "Comprehensive Plans" mean those comprehensive, utility, or facility plans adopted by the Parties under state law.
- 1.10 **Control Authority**: "Control Authority" has the meaning set forth in 40 CFR 403.3(f) and is the entity directly administering and enforcing pretreatment standards and requirements for individual Industrial Users.

- 1.11 **Depreciation:** "Depreciation" is the decrease in value of assets over a period of time due to wear and tear and/or age.
- 1.12 **Ecology:** "Ecology" is the Washington State Department of Ecology and any successor agency for purposes of the Clean Water Act.
- 1.13 **Extra-Jurisdictional Customer:** "Extra-Jurisdictional Customer" means a retail customer that discharges sanitary and/or process wastewater to the City through the wastewater collection system of a Wholesale User. An Extra-Jurisdictional Customer is not granted any Capacity Allocation.
- 1.14 **Industrial User:** "Industrial User" is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.15 **Industrial Waste or IW:** "Industrial Waste" or "IW" is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.16 **Minor Industrial User (MIU):** "Minor Industrial User (MIU)" is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.17 **Publicly Owned Treatment Works (POTW):** "Publicly Owned Treatment Works (POTW)" is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.18 **Pretreatment Charge:** "Pretreatment Charge" means the actual cost incurred by the City for any pretreatment activities conducted in enforcing the Pretreatment Standards on discharges to the POTW from Union Gap and Terrace Heights.
- 1.19 **Pretreatment Program:** "Pretreatment Program" means a program authorized and delegated by the State and administered by a POTW which meets the criteria established in accordance with 40 CFR 403.8 and 403.9.
- 1.20 **Pretreatment Requirement:** "Pretreatment Requirement" means any substantive or procedural requirement to pretreatment other than a pretreatment standard.
- 1.21 **Pretreatment Standard:** "Pretreatment Standard" means discharge standards, categorical pretreatment standards and local limits.
- 1.22 **Pumping Capacity Allocation:** "Pumping Capacity Allocation" means an interest and right to discharge a predetermined capacity allocation of wastewater into the Rudkin Road Lift Station. It does not convey an ownership interest in any Wastewater Facilities.
- 1.23 **Pumping Rate Calculation:** "Pumping Rate Calculation (Pumping O&M Costs)" means the costs associated with the proper conveyance of wastewater through the Rudkin Road Lift Station to the WWTP.
- 1.24 **Repair/Replacement Charge:** "Repair/Replacement Charge" means the annual costs associated in funding the repair and replacement of existing facilities at the

City's Wastewater Treatment Plant. Union Gap shall in addition, have a Repair/Replacement Charge associated with the repair and replacement of the Rudkin Road Lift Station.

- 1.25 **Repair/Replacement Projects:** "Repair/Replacement Projects" means work conducted in the repair and/or replacement of any of the City's wastewater equipment or facilities associated with providing service to the Wholesale Customers that are parties to this Agreement.
- 1.26 **Significant Industrial User (SIU):** "Significant Industrial User (SIU)" means a nondomestic user of the POTW who:
- a. Is subject to categorical pretreatment standards; or
 - b. Discharges an average of twenty-five thousand gallons per day or more of process wastewater to the POTW (excluding domestic wastewater and noncontact cooling water); or
 - c. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - d. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Upon a finding that a nondomestic user meeting the criteria of subsection b, c, or d of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a nondomestic user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

- 1.27 **Treatment Capacity Allocation:** "Treatment Capacity Allocation" means an interest and right to discharge a predetermined capacity allocation of wastewater into the City's sanitary sewer system for treatment. It does not equate to ownership.
- 1.28 **Treatment Rate:** "Treatment Rate" means the rate charged by the City to the Wholesale Users for flow, BOD and TSS pursuant to Section 4.0 of this Agreement.
- 1.29 **Treatment Rate Calculation:** "Treatment Rate Calculation (Treatment O&M Costs)" means the calculation of costs other than Capital Costs Expenses, pretreatment costs and expenses associated with monitoring the specific activities of the Wholesale Users, and odor control and corrosion costs associated with the proper treatment and disposal of wastewater in accordance with the City's NPDES permit with Ecology. Such costs involve specific testing required at the WWTP, as well as the costs for the treatment, operation, and maintenance conducted by the City.

- 1.30 **Unmetered Flows:** "Unmetered Flows" means wastewater being discharged into the City's sanitary sewer system without the use of flow meters; actual quantity of wastewater is unknown.
- 1.31 **Urban Growth Area:** "Urban Growth Area" or "UGA" are those areas designated by Yakima County consistent with the Growth Management Act, chapter 36.70A RCW.
- 1.32 **Wastewater Facilities:** "Wastewater Facilities" means the Wastewater Treatment Plant; the Rudkin Road Lift Station at 1916 Rudkin Road and its related force main; and to the extent agreed upon by the Parties, any other facilities that the City may construct, in the future, for joint use by the Parties.
- 1.33 **Wastewater Treatment Plant (WWTP):** "WWTP" means the City's wastewater treatment plant at 2220 East Viola Avenue, currently providing wastewater treatment for Yakima, Terrace Heights, and Union Gap, as it may be improved, expanded, or replaced from time to time.
- 1.34 **Wholesale User:** "Wholesale User" means Union Gap and Terrace Heights, each a wholesale customer that discharges sanitary and/or process wastewater through their respective wastewater collection system to the City for wastewater treatment and disposal. A Wholesale User has Capacity Allocation but no ownership in the City's POTW.
- 1.35 **YMC:** "YMC" means the Yakima Municipal Code as it may be amended from time to time.

2.0 CAPACITY ALLOCATION

- 2.1 **The City Owns the Wastewater Facilities.** The City of Yakima owns 100% of the Wastewater Facilities.
- 2.2 **Capacity Allocation.** Union Gap and Terrace Heights have a right to use a portion of the capacity ("Treatment Capacity Allocation") of the WWTP. In addition, Union Gap has a right to use a portion of the capacity ("Pumping Capacity Allocation") of the Rudkin Road Lift Station and its related force main. Treatment Capacity Allocation and Pumping Capacity Allocation are referred to collectively as "Capacity Allocation." A Capacity Allocation is not an interest in real property.
- 2.2.1 *Terrace Heights.* Upon execution of this Agreement, Terrace Heights shall have a Capacity Allocation of 4.0% of the existing WWTP for the treatment and disposal of wastewater.
- 2.2.2 *Union Gap.* Upon execution of this Agreement, Union Gap shall have a Capacity Allocation of 8.1% of the existing WWTP for the treatment and disposal of wastewater. In addition, Union Gap shall have a Pumping Capacity Allocation of 57.7% of the existing Rudkin Road Lift Station and its related force main.

- 2.2.3 *Capacity Allocation Term.* The Treatment Capacity Allocation under Sections 2.2.1 and 2.2.2 and any change under Section 2.3 shall remain in effect for the duration of this Agreement per Section 17.0. The Pumping Capacity Allocation under Section 2.2.2 and any change under Section 2.3 shall remain in effect for the duration of this Agreement per Section 17.0. For purposes of this section, operation includes any period of non-operation for repair, renovation, construction or improvement. Further, the Treatment Capacity Allocation and Union Gap's Pumping Capacity Allocation shall be binding on any successor or assign, including but not limited to a contract operator or regional agency, owning or operating the Wastewater Facilities.
- 2.2.4 The City of Moxee and/or any other entity discharging to a Wholesale User's sanitary sewer system is strictly a customer of that Wholesale User and does not have any allocation of capacity or other rights under this Agreement. The City does not have a duty to serve any entity discharging to a Wholesale User's sanitary sewer system. The wastewater flow and characteristics from the City of Moxee or any other customer of a Wholesale User become that of the respective Wholesale User and count against the Wholesale User's Capacity Allocation.
- 2.3 **Wastewater Facilities Expansion.** The City shall expand its Wastewater Facilities based upon service needs that are set forth in the Comprehensive Plans of all the Parties and based on regulatory requirements to provide Terrace Heights and Union Gap their Capacity Allocations of 4.0% and 8.1% respectively of the design capacity of the WWTP for the term of this Agreement. The Wholesale Users shall provide the City with copies of their wastewater planning documents (and amendments) indicating their respective wastewater treatment needs. The City shall include the Wholesale Users' wastewater treatment needs in its own planning documents and shall plan for expansion of the Wastewater Facilities based on the total capacity needs of all the Parties. When the City commences planning for Wastewater Facilities improvement or expansion, the City shall notify the Wholesale Users, and upon reasonable notice by either Wholesale User, the City shall include the Wholesale User's comprehensive or system plans into its facility design. The Wholesale Users shall bear their pro-rata share of Capital Costs and Expenses associated with the improvements or expansion of the Wastewater Facility to ensure the preservation of the Wholesale Users' Capacity Allocations in accordance with Section 2.2.1 and 2.2.2 of this Agreement. Each Party shall give prior written notice to the other Parties of Comprehensive Plan processes, drafts, submittals to regulatory agencies and public hearings.
- 2.4 **Temporary Increase.** Either Wholesale User may wish to seek a temporary increase in its Capacity Allocation in the event that it expects to require more capacity than its current Capacity Allocation. The City shall consider a request for temporary additional capacity, if at the time of the request, allocating more capacity to the requesting Wholesale User would not adversely affect the City's ability to serve its other customers. Rates established in accordance with Section 4.2, 4.3 and 4.4 of this Agreement shall apply during the term of the temporary increase in Capacity Allocation. Additionally, the Wholesale Users may re-allocate between each other by

separate agreement the WWTP Capacity Allocation set forth in Section 2.2, or as later authorized by the Parties. If Union Gap is requesting the increase, rates established in accordance with Section 4.5 of this Agreement shall also apply during the temporary increase in Capacity Allocation. A copy of any such agreement shall be provided to the City. Parties shall remain responsible for their individual costs as originally allocated per the 3-Party Agreement and any modifications to cost allocation resulting from re-allocation of capacity between Wholesale Users shall be resolved between the Wholesalers.

- 2.5 Effect of Termination upon Capacity Allocation.** Termination of this Agreement as to either or both Wholesale Users will terminate the Capacity Allocation of the terminated Wholesale User(s). Upon termination, the City shall have no further duty to provide wastewater treatment and disposal service to such Wholesale User(s) or to their respective Industrial Users and Extra-Jurisdictional Customers except to the limited extent set forth in Section 14.3.1 of this Agreement.

3.0 SAMPLING AND TESTING

- 3.1 Testing of Influent.** To determine the amounts of BOD and TSS in Terrace Heights' and Union Gap's influent to the City's system, the Parties agree to the following protocol.

- 3.2 Sampling.** The City shall take samples, both composite and grab, of wastewater at all locations in which the Wholesale Users' discharge into the City's sanitary sewer system. Samples shall be representative and collected in accordance with 40 CFR Part 136 and 40 CFR 403.12(b)(5)(vi). Each sample taken at a point of discharge into the City's sanitary system shall be treated as a separate sample. The point of discharge(s) shall be determined by the City and may be amended from time to time. A sampling port and flow meter shall be made available by the Party Member at each point of discharge to allow for representative sampling of each Party Member's discharge into the City's collection system. Test results of each individual sample to be applied to the flow measured at the point of discharge in which the sample was originally taken to determine its concentration. The City shall take samples a minimum of seven (7) times per month. However, if a Party Member has more than one point of discharge into the City's collection system, the City shall sample and test each point of discharge at least once per month. In order to obtain the true characteristics of the wastewater being discharged from the Wholesale Users, the City may conduct additional tests. The City in its sole discretion shall determine when samples are taken and whether to take them on consecutive days. The Wholesale Users may request that the City take additional samples during a particular month. At their option, representatives of the Wholesale Users may attend sampling events. The City shall give reasonable notice of the date and time of such sampling at least once per year in working with the Party Members. However, to remain consistent with its legal authority and obligation to conduct a delegated Pretreatment Program in accordance with 40 CFR 403.8(f)(2)(v), the City shall exercise its right to conduct random, unannounced sampling of the Parties' wastewater discharge for the remaining samples. Failure to maintain a monitoring facility in good working order shall not be grounds for Party Members to claim that sample results are unrepresentative of such discharge(s). However, should it be determined that the

integrity of the sample(s) has been compromised due to forces outside the control of the Party Members, re-sampling of such event shall be conducted in the presence of the involved Party Members.

- 3.3 **Split Sampling.** The City shall prepare split samples when it takes samples pursuant to Section 3.2. The City shall give a split sample to any Wholesale User representative who attends the sampling. If no representative attends the sampling, the City shall dispose of the split sample after noon the following day.
- 3.4 **Testing.** Analysis of all samples shall be done by laboratories accredited by Ecology. Each Party shall make its Quality Assurance/Quality Control ("QA/QC") results available to any other Party upon that other Party's request, and any Party may observe any other Party's testing procedures.
- 3.5 **Notification of Sampling Results.** Each Party shall promptly notify the other Parties of its test results.
- 3.6 **Sampling and Testing Costs.** Pursuant to Section 4.8.1iv of this Agreement, the Wholesale Users shall be responsible for the actual costs of the sampling and testing conducted by the City.

4.0 **RATE AND CHARGE CALCULATIONS**

- 4.1 **Rates and Charges.** The City shall not assess a strong waste surcharge to Terrace Heights or Union Gap for service provided by the City under this Agreement regardless of the strength of wastewater discharged. Instead, the City shall bill Terrace Heights and Union Gap for treatment of all wastewater based upon the actual costs to the City to treat and dispose of the wastewater, including Capital Costs and Expenses, as provided in this Agreement. The City shall allocate costs to the following components:
- (1) Flow – per million gallons received
 - (2) BOD – per pound of BOD received.
 - (3) TSS – per pound of TSS received.
 - (4) Capital Improvement Projects (CIP) – for expansion, improvements, and permit requirements of equipment and processes.
 - (5) Repair/Replacement Charge – for repair and replacement of existing equipment and processes.
 - (6) Corrosion and Odor Control Charge – for the control of corrosion and odor from force mains and other discharge sources.
- 4.2 **Treatment Rate Calculation.** The City shall calculate the Treatment Rates for Terrace Heights and Union Gap wholesale wastewater treatment based upon actual treatment costs for Flow, BOD, and TSS;

- i. Flow measured in volume without considering biochemical oxygen demand (BOD) and total suspended solids (TSS);
- ii. BOD measured in mass; and,
- iii. TSS measured in mass.

The annual Treatment Rate for each component (Flow, BOD, and TSS) shall be updated and become effective January 1st of each year based on the total treatment plant operations and maintenance costs minus the costs for Corrosion and Odor Control as recorded within the Wastewater Operating Fund 473 Service Unit 232 from the previous fiscal year (July 1st – June 30th); producing a “Total Treatment Cost.” The cost for Corrosion and Odor Control shall be addressed separately in accordance with Section 4.7 of this Agreement. The total number of gallons of flow and pounds of BOD and TSS treated and utilized in the Treatment Rate, shall also be based on the information provided during the same fiscal year as was utilized to determine the Total Treatment Cost.

The Treatment Rate for each component shall be calculated as such:

Flow = Total Treatment Cost/Total million gallons treated.

BOD = Total Treatment Cost/Total pounds of BOD treated.

TSS = Total Treatment Cost/Total pounds of TSS treated.

The rate for each component shall then be applied to the monthly measured flow and calculated loading concentrations determined through sampling of each Party Member to determine actual monthly treatment costs for each Wholesale User. Capital costs and expenses, pretreatment costs and expenses, and costs for corrosion and odor control shall not be included in Treatment Costs.

4.3 CIP Rate Calculation. The City shall calculate charges to the Wholesale Users associated with CIP each year as set forth in Section 4.6 based on funds transferred into Wastewater Facility Fund 478 by the City for capital improvements. This includes cash and/or wastewater connection charge revenue. In addition, expenditures within Fund 473 Service Unit 645 identified as debt service for loans and/or bonds.

4.3.1 Each Party is responsible for paying its pro-rata share of the total CIP Charge based on its respective Capacity Allocation percentages per Section 2.2.1 and 2.2.2 of this Agreement.

4.3.2 Amounts transferred to Fund 478 shall be used to pay for the costs incurred for capital improvement projects in addition to the funds received from grants and loans, or issuance of bonds for such capital improvement projects.

4.3.3 It is recognized the annual amount transferred to Fund 478 may vary depending on the capital improvements made at the WWTP during the fiscal year. Therefore, each Party is responsible for managing its own cash flow and

developing a reserve fund. For financial planning purposes, the City shall provide annually the estimated costs for anticipated capital improvements and proposed financing for the upcoming five (5) year period based on projects identified in the City's Wastewater Facility Plan.

4.4 Repair/Replacement Charges. Through Asset Management, the City shall report the value of assets of the WWTP each year for the purpose of funding asset repair and replacement. The report shall also include the projected useful life-expectancy of each asset. As new assets are incorporated into the WWTP, each shall be added to the total asset value of the WWTP. Likewise, as assets are replaced or depreciated out, their value shall be eliminated from the total asset value of the WWTP. The Repair/Replacement Charge shall be calculated based on the asset value and the life-expectancy of each asset. The sum of all the Repair/Replacement Charges shall be calculated each year pursuant to Section 4.6 of this Agreement with funds being transferred into the Wastewater Facilities Capital Reserve Fund 472.

4.4.1 Each Party is responsible for paying its pro-rata share of the total Repair/Replacement Charge based on its respective Capacity Allocation percentage per Section 2.2.1 and 2.2.2 of this Agreement.

4.4.2 Phase In Period - Effective 2014, the funds transferred into Fund 472 for Repair/Replacement shall be in the amount of \$500,000. The amount for each sequential year for the next five (5) years shall be the previous year's amount plus \$100,000 with each Party Member paying their pro-rata share of the total cost in accordance with Section 4.4.1 of this Agreement. After this period, Repair/Replacement Charges shall be based on the actual repair/replacement financial needs of the City's WWTP with each Party Member paying their pro-rata share of the total cost in accordance with Section 4.4.1 of this Agreement.

4.5 Pumping Rate Calculation. A Pumping Rate for Union Gap shall be calculated each year pursuant to Section 4.6 utilizing the expenditures of Wastewater Operating Fund 473 Service Unit 215- Rudkin Road Pump Station within the City Wastewater Division's annual budget. The established Pumping Rate shall be applied to the Union Gap discharge volume measured at the Rudkin Road Lift Station. Capital Costs and Expenses shall not be included in the Pumping Rate. Union Gap retains Pumping Capacity Allocation as defined in Section 2.2.2 of this Agreement.

4.5.1 A Repair/Replacement Charge as defined in Section 4.4 of this Agreement shall be applied to Rudkin Road Lift Station.

4.5.2 Union Gap is responsible for paying its pro-rata share of the total Repair/Replacement Charge of Rudkin Road Lift Station based on its Capacity Allocation percentage per Section 2.2.2 of this Agreement.

4.6 Rate Schedule. The City shall establish a new rate schedule for the Treatment Rate, CIP Rate, Repair/Replacement Charge and Pumping Rate in accordance with Section 4.2, 4.3, 4.4 and 4.5 of this Agreement to become effective in January of each year. Such rates shall remain effective for the entire year.

- 4.6.1 Data utilized to calculate and set the annual rates by the City shall be made available to each Party by October 1st of each year prior to the rates becoming effective.

4.7 Corrosion and Odor Control Charges

- 4.7.1 Equipment Cost. Costs associated with the purchase and installation of equipment for corrosion and odor control, as well as its operation and maintenance, shall be chargeable to the Wholesale Users as follows:

- a. Union Gap and the City shall equally share these costs for the Rudkin Road Lift Station because Union Gap and the City both utilize Rudkin Road Lift Station to convey wastewater to the WWTP. If a Union Gap discharge source(s) other than the Rudkin Road Lift Station is identified and determined by the City to require corrosion and odor control, Union Gap shall be assessed and responsible for 100% of the equipment cost for such discharge(s).
- b. If the City determines that corrosion or odor control is necessary for wastewater discharged by Terrace Heights, Terrace Heights shall be assessed and responsible for 100% of this equipment cost since Terrace Heights' force main discharges directly into the headworks at the WWTP.

- 4.7.2 Chemical Usage Cost. Costs associated with chemical usage for corrosion and odor control shall be chargeable to the Wholesale Users as follows:

- a. Union Gap shall be assessed and responsible for 80% of the cost of chemical usage on its discharge. The City shall be responsible for the remaining 20% since Union Gap and the City both utilize Rudkin Road Lift Station to convey wastewater to the WWTP. If a Union Gap discharge source(s) other than the Rudkin Lift Station is identified and determined by the City to require corrosion and odor control, Union Gap shall be assessed and responsible for 100% of the chemical usage cost on such discharge(s).
- b. If the City determines that corrosion or odor control is necessary for wastewater discharged by Terrace Heights, Terrace Heights shall be assessed and responsible for 100% of the chemical usage cost on its discharge for corrosion and odor control since Terrace Heights' force main discharges directly into the headworks at the WWTP.

4.8 Calculation of Monthly Billing

- 4.8.1 Monthly Billing: Each Wholesale User's monthly billing shall be the sum of the following:
- i. Established Treatment Rates applied to actual measured Flow, BOD, and TSS values measured from that Party's discharge for the month.

- ii. Each Party's respective pro-rata share of the established CIP Charge; divided up into twelve (12) equal monthly payments.
- iii. Each Party's respective pro-rata share of the established Repair/Replacement Charge; divided up into twelve (12) equal monthly payments.
- iv. Costs associated with any pretreatment sampling and testing conducted by the City.

4.8.2 Union Gap, in addition to the components of the Pumping Rate defined in Section 4.5 and the monthly billing defined in Section 4.8.1 of this Agreement, shall be charged each month for Unmetered Flows as defined in Section 4.10 of this Agreement until such time as all flows to the City's sanitary sewer system from Union Gap are metered for the Pumping Rate of Rudkin Road Lift Station in accordance with Section 4.5 of this Agreement.

4.8.3 The City shall separately invoice the Wholesale Users for any applicable equipment cost and chemical usage cost for corrosion and odor control.

4.9 **Calibration and Reporting.** The Wholesale Users are responsible for the maintenance and calibration of all wastewater discharge meters measuring their wastewater discharge flows into the City's sanitary sewer system and for all associated costs. Each Wholesale User shall provide the City with all records and documents related to the calibrations and maintenance performed on such meters as part of their Annual Pretreatment Report in accordance with Section 7.7 of this Agreement.

4.10 **Unmetered Flows**

4.10.1 *Charges:* The charge for the Union Gap Unmetered Flow shall be payable in addition to charges established under Sections 4.1 through 4.8 of this Agreement. Such charges for Union Gap Unmetered Flow shall be calculated as follows: the quantity of such flow shall be multiplied by 0.5 times the Treatment Rate and the Pumping Rate as defined in Sections 4.2 and 4.5 of this Agreement. On a monthly basis, Union Gap shall provide the City with the flow information for all accounts which contribute to Union Gap Unmetered Flow.

4.10.2 *Wastewater Flow Meter:* At such time that Union Gap installs a wastewater flow meter at the point of discharge of any unmetered flow into the City's sanitary sewer system, this charge for Union Gap Unmetered Flow for the flow at that now metered location shall be discontinued. Charges thereafter assessed shall be based on the metered flow volume.

4.10.3 Union Gap's unmetered connections to the City's wastewater collection system consist of both collection system pipelines and individual direct connections. Efforts shall be made to meter the discharges from the existing collection system pipelines as well as implement collection system improvements to combine and bring individual direct connections to a common metering point. Union Gap shall submit a report as part of their

Annual Pretreatment Report describing the process being made to install wastewater flow meters at the locations of existing unmetered discharges. The first annual report submitted by Union Gap for the Year 2014 shall include a Capital Improvement Plan and schedule for installing infrastructure needed to address the remaining unmetered wastewater flows as required of Ecology and EPA. The Capital Improvement Plan and schedule date for completion must be approved by the City. Upon approval, establishes a compliance schedule with Union Gap in accordance with Section 7.0 of this Agreement.

4.11 Acquisition or Operation by Other Entity

4.11.1 *Public Entity.* In the event the WWTP is acquired or operated by a state, county, or other governmental entity ("agency") such agency may establish rates and charges or costs for services for wastewater treatment notwithstanding the provisions of Section 4.0 of this Agreement; provided, however, that Terrace Heights, Union Gap, and the City shall all be subject to the same rate structure for wastewater treatment services.

4.11.2 *Private Entity.* In the event the WWTP is acquired or operated by a non-governmental entity, the Parties acknowledge that payments under Section 4.0 of this Agreement may include reasonable profit as may be authorized by the contract between the City and the non-governmental entity; provided, however, that Terrace Heights, Union Gap, and the City shall all be subject to the same rate structure for wastewater treatment services. Rates charged to Terrace Heights and Union Gap shall not include amounts for City utility tax, however other taxes related to the provision of wastewater treatment service shall apply.

5.0 QUARTERLY MEETINGS

Quarterly Meetings. In the interest of all the Parties, it is highly recommended that quarterly meetings be held at the City's WWTP between the Party Members to review the City's current and proposed capital projects, comprehensive plans, budget process, and the development of the annual Rate Charges and Calculations in accordance with Section 4.0 of this Agreement.

6.0 UTILITY TAXES

Utility Taxes. The City shall not assess its utility tax on revenues from service under this Agreement. Other taxes such as state, county and those imposed by other third parties related to the Wastewater Facilities and their operation shall apply.

7.0 PRETREATMENT PROGRAM

7.1 **Purpose.** The Pretreatment Program sets forth uniform requirements for dischargers into the City's POTW, and enables the City to protect public health in conformity with all applicable local, state, and federal laws relating thereto, including the Clean Water Act and the General Pretreatment Regulations (40 CFR 403).

7.2 Objectives. The objectives of the Pretreatment Program are:

- i. To promote the health, safety, and welfare of those persons within the City's sewer service area;
- ii. To ensure proper and safe connections to the POTW;
- iii. To prevent the introduction of pollutants into the POTW that could interfere with the normal operation of the POTW;
- iv. To prevent the introduction of pollutants into the POTW that would not receive adequate treatment in the POTW and would pass through the POTW into receiving waters or the atmosphere or otherwise be incompatible with the POTW;
- v. To ensure that the quality of biosolids from the POTW is maintained at a level which allows its utilization and beneficial reuse in compliance with applicable statutes and regulations;
- vi. To protect POTW personnel who may be affected by wastewater and biosolids in the course of their employment and to protect the general public;
- vii. To improve the opportunity to recycle and reclaim wastewater and biosolids from the POTW; and
- viii. To enable the City to comply with its NPDES permit conditions, biosolids utilization and beneficial reuse requirements and any other federal or state laws to which the POTW is subject.

7.2.1 Control of Discharges The City is a fully delegated Pretreatment Program and is required to control such discharges from all Industrial Users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403, Chapter 90.48 RCW, Chapters 173-208 WAC, 173-216 WAC, 173-201A WAC, and 173-240 WAC and the National Pollution Discharge Elimination System Permit issued by Ecology to the City ("NPDES Permit"), all as they may be amended from time to time, to prevent the discharge of waste that could cause interference with the operations of the wastewater treatment system or pass through in violation of the NPDES Permit.

7.2.2 SIUs and MIUs Owners and operators of facilities located in Terrace Heights and Union Gap currently contribute discharges of pollutants from non-domestic sources that have the potential to upset or interfere with the POTW and are therefore regulated under Section 307(b), (c) or (d) of the Clean Water Act. Such facilities are classified as Minor Industrial Dischargers (MIUs) in accordance with Section 7.65.020 YMC or Significant Industrial Dischargers (SIUs) in accordance with Section 7.65.020 YMC and 40 CFR 403.3(t).

7.3 Control Authority. The NPDES Permit identifies Ecology as the Control Authority and Ecology therefore has the responsibility of writing and issuing wastewater discharge permits to SIUs, while enforcing Pretreatment Standards for all Industrial Users discharging to the City's POTW located outside the City's limits within the service areas of Union Gap, Terrace Heights, and the City of Moxee and/or any other Extra-Jurisdictional Customer.

- 7.3.1 As a delegated Pretreatment Program, the City has the responsibility of sampling, testing, and of enforcing the Pretreatment Standards on discharges to the POTW from Union Gap and Terrace Heights in accordance with Section 7.3.3 of this Agreement. Should the Control Authority be delegated to the City from Ecology, the City shall also obtain the responsibility of writing and issuing wastewater discharge permits to SIUs, while enforcing Pretreatment Standards for all Industrial Users discharging to the City's POTW located outside the City's limits within the service areas of Union Gap, Terrace Heights, and the City of Moxee and/or any other Extra-Jurisdictional Customer.
- 7.3.2 The Control Authority for the enforcement of Pretreatment Standards and Requirements on discharges to the City's POTW from extra-jurisdiction customers of the Wholesale Users shall be in accordance with Section 7.3 or 7.3.1 of this Agreement; provided, however, that upon termination of this Agreement with regard to either Wholesale User for any reason, the City will have no obligation to serve as the Control Authority for the terminated Wholesale User(s). The Parties anticipate that Control Authority status will revert to Ecology with regard to the terminated Wholesale User.
- 7.3.3 Each Wholesale User shall implement a sampling program and other pretreatment requirements as set forth in Sections 7.6.3 and 7.6.4 of this Agreement. To the extent a Wholesale User fails to implement such program and requirements, the City at its election may conduct sampling and other activities for the Wholesale Users' IUs as needed to comply with the City's NPDES Permit. The Wholesale Users shall reimburse the City for all costs incurred by the City pursuant to this Section, including without limitation costs of program implementation, penalties and defense costs. A Wholesale User's failure to implement such program and requirements shall constitute a material breach for purposes of Section 14.2 of this Agreement.
- 7.4 **Enforcement.** The City shall have all enforcement remedies available to it in accordance with YMC Chapter 7.65 Sewer Use and Pretreatment Regulations, this Agreement, and applicable law as required to conduct a fully delegated Pretreatment Program in accordance with 40 CFR 403.8(f)(1), to enforce the requirements of sections 307 (b) and (c) and 402 (b)(8) of the Act and any regulations implementing those sections in the event that the City finds that wastewater discharged from Terrace Heights' or Union Gap's sewer system has violated or is violating the Pretreatment Standards and requirements of the City Sewer Use Ordinance.
- 7.5 **Right of Entry.** As a delegated Pretreatment Program, the City is required to allow or carry out inspections, entry, or monitor activities of Industrial Users in accordance with 40 CFR 403.8(f)(1)(vi)(B). Therefore, each Party hereby acknowledges by signature of this Agreement that the City, in coordination with the Parties, has the permission and the authority, upon the presentation of credentials and other documents as may be required by law, to:
- a. Enter upon the premises of the Wholesale Users and their respective Industrial Users where a regulated facility or activity is located or

conducted, or where records must be kept under the conditions of this Agreement;

- b. Have access to and the opportunity to copy, at reasonable times, any records that must be kept under the conditions of this Agreement;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and equipment), practices, or operations regulated or required under this Agreement;
- d. Sample or monitor, for the purposes of assuring compliance with the City's Sewer Use Ordinance, any substances or parameters at any location; and
- e. Inspect any production, manufacturing, fabricating or storage area where pollutants regulated under the City's permit with Ecology could originate, be stored, or be discharged into the sanitary sewer system.
 - 1. In the event any Party and/or Industrial User fails to provide the City with access to any discharger's premises for inspection, monitoring, or sampling, the City shall not enter such premises without first obtaining a duly issued judicial warrant in accordance with Section 7.65.160.D. of the YMC.
 - 2. Each Party acknowledges its understanding that refusal of such permission shall be sufficient grounds for enforcement action in accordance with the City's Enforcement Response Plan leading up to and including termination of this 3-Party Wholesale Service Agreement with respect to the refusing Party, together with termination of the right granted herein to discharge to the City of Yakima's POTW in accordance with Section 7.65.270 of the YMC.

7.6 Duties and Responsibilities

- 7.6.1 Sewer Use Ordinance. Each Wholesale User shall maintain and diligently enforce a Sewer Use Ordinance that is no less stringent and is as broad in scope as the Sewer Use Ordinance of the City (Chapter 7.65 YMC) as it may be amended from time to time. This includes without limitation rights of entry at least as broad as those set forth in YMC 7.65.160. The Wholesale Users' Sewer Use Ordinances shall include pollutant-specific local limits that address at least the same pollutant parameters and that are at least as stringent as the local limits included in the City Sewer Use Ordinance. Each Wholesale User's Sewer Use Ordinance shall provide the Wholesale User with the authority to control, through a permit, order, agreement, or similar means, the contribution to the City's wastewater treatment system from each Industrial User within its jurisdiction, pursuant to 40 CFR 403.8(f)(1)(iii).

7.6.2 Revision of Sewer Use Ordinance. Before revising the City Sewer Use Ordinance or any component thereof, the City shall forward a copy of the proposed revision(s) to the Wholesale Users for review. The Wholesale Users shall provide any comments on such revision(s) within thirty (30) days of receipt of the City's proposed revisions. The City shall take into consideration such comments prior to finalizing its revision(s).

- a. When the City completes any revisions to the City Sewer Use Ordinance or any component thereof, it shall forward a copy of the final revisions to the Wholesale Users. Each Wholesale User shall adopt revisions to its Sewer Use Ordinance that are at least as stringent as those adopted by the City. Each Wholesale User shall forward to the City its proposed revisions for review within forty-five (45) days of receipt of the City's enacted revisions. Each Wholesale User shall adopt the necessary compatible revisions within forty-five (45) days of receiving approval from the City of its content.
- b. Nothing in this Agreement precludes Terrace Heights or Union Gap from enacting and enforcing regulations more stringent than those set forth in the City Sewer Use Ordinance.

7.6.3 Pretreatment Activities. Each Wholesale User shall take all actions reasonable and necessary to ensure that Industrial Users, which includes both SIUs and MIUs, within its boundaries are subject to an approved Pretreatment Program to the extent required by 40 CFR 403.8. Such actions shall include, but are not limited to, the Wholesale User's performance of all technical and administrative duties necessary to implement its sewer use ordinance (except for the issuance of waste discharge permits and the associated permit enforcement authority, which remain the responsibility of the Control Authority). The Wholesale Users shall:

- a. Update their industrial waste survey as set out in more detail in Sections 1. and 2. below;
 1. The Wholesale Users shall maintain a current list of Industrial Users, both SIUs and MIUs, located within their respective jurisdictions ("non-domestic inventory"). The non-domestic inventory shall include, but not be limited to, name and address of owner and operator, nature of discharge, emergency contact and a copy of all discharge permits. The Wholesale Users shall require each existing wastewater customer located within their respective jurisdictions that may be an Industrial User to provide an industrial waste survey. The Wholesale Users shall provide an updated copy of their industrial waste survey to the City and Ecology each year by February 10th as part of their Pretreatment Report.
 2. Whenever a new Industrial User begins operations in an area served by a Wholesale User, or any time an existing Industrial

User implements changes in its operations or processes that significantly affect its wastewater constituents or characteristics, or storage of chemicals (these changes include, but are not limited to, flow increases by twenty percent (20%) or greater, the commencement of discharge of any substance prohibited or limited under the City Sewer User Ordinance, and the addition of any process covered by national categorical pretreatment standards), or has an enforcement action brought against it, or at any time requested by the City or Ecology, the Wholesale User shall require that such Industrial User respond to an industrial user survey that includes information reasonably requested by the City for purposes of permit compliance. The Wholesale User shall forward a copy of the completed survey to the City and Ecology.

3. Ensure that all Industrial Users required to obtain a wastewater discharge permit (or equivalent individual control mechanism) have been issued such permit or authorization by the Control Authority prior to discharge;
 4. Conduct annual inspections, sampling, and analyses of all SIUs, as well as a representative number of Industrial Users (MIUs) that may have the potential to affect the City's wastewater treatment system;
 5. Enforce its Sewer Use Ordinance against Industrial Users, both SIUs and MIUs, that do not comply with Pretreatment Requirements, Pretreatment Standards or its Sewer Use Ordinance and inform the City and Ecology of all violations of its sewer use ordinance or of any other need for enforcement action immediately by phone and/or email, followed by a written report within five (5) business days of the violation; and
 6. Take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans that reasonably appears to threaten the environment, that reasonably threatens to cause interference, pass through, or sludge contamination, or that may cause the City to fail to comply with the terms of its NPDES Permit.
- b. Provide the City and Ecology access to and/or copies of all records or documents relevant to the Pretreatment Program for any Industrial User discharging to the City located in Terrace Heights or Union Gap or discharging through Terrace Heights or Union Gap.

7.6.4 Inspection and Sampling. Each Wholesale User shall inspect and sample all SIUs and a representative number of MIUs located within its jurisdiction each year. The Wholesale Users shall sample SIUs and MIUs more frequently if

required by Federal or State law or if determined necessary by the City due to actual or potential violations of the Pretreatment Requirements or Pretreatment Standards.

7.6.5 **Inspection Notice.** The Wholesale Users shall submit written notice of scheduled inspections a minimum of five (5) working days prior to such inspection to the City and Ecology, providing the opportunity for the City and Ecology to attend the inspections. If an inspection is in response to an emergency situation and such notice is not possible, the Wholesale Users shall make every effort to informally notify the City and Ecology of the impending inspection so the City and Ecology may attend. The Wholesale Users shall forward copies of all inspection reports, including, if available, the laboratory data associated with the samples taken during the inspection, to the City and Ecology within thirty (30) days of the inspection. Each Wholesale User shall submit to the City and Ecology its procedures for sampling and analysis, including all procedures in place for quality assurance and quality control. All procedures shall conform to those set out in 40 CFR 403.12(b)(5)(ii)-(v) and 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.

- a. As a delegated Pretreatment Program, the City is required to have the legal authority to conduct inspections and sampling of any Industrial User discharging to the City's POTW located within the Wholesale Users' jurisdiction, as well as that of their respective Extra-Jurisdictional Customers' service areas, without previous or written notification in accordance with 40 CFR 403.8(f)(1)(iii)(B)(v). The Wholesale Users shall include provisions in their municipal codes, regulations and permits for Industrial Users that authorize the City to conduct such inspections and sampling.
- b. The City may coordinate inspections and sampling of any Industrial User discharging to the City's POTW located within the Wholesale Users' jurisdiction, as well as that of their respective Extra-Jurisdictional Customers' service areas, with written advance notice in order for the Wholesale Users and/or their respective Extra-Jurisdictional Customers to attend.

7.7 **Annual Pretreatment Report.** The Wholesale Users shall submit an annual report to the City and Ecology. Such report shall be received by the City and Ecology on or before February 10th of each year and consist of a summary of the pretreatment activities conducted during the previous calendar year. The report shall include the following information:

- (1) An updated non-domestic inventory;
- (2) Laboratory data results for all Industrial Users, both SIUs and MIUs, sampling that was conducted in the previous year;

- (3) Compliance status of each SIU and of additional Industrial Users that have the potential to affect the City's wastewater treatment system, or have violated Pretreatment Standards or Pretreatment Requirements as set out in the City Sewer Use Ordinance within the past year;
- (4) Copies of all wastewater discharge permits or discharge agreements issued to SIUs; and
- (5) A list of Industrial Users, both SIUs and MIUs, scheduled for inspection and/or monitoring for the next year, and the expected frequency of the inspection and monitoring activities.

7.8 Pretreatment Costs. Each Wholesale User shall be responsible for all costs related to its performance of the technical and administrative duties necessary to implement its Pretreatment Requirements under this Agreement; including sampling and testing costs in accordance with Section 4.8.1.iv of this Agreement.

8.0 INFILTRATION AND INFLOW EVALUATION

8.1 Infiltration and inflow Evaluation. The Wholesale Users shall conduct an annual infiltration and inflow evaluation on their respective systems in accordance with the U.S. EPA publication, *I/I Analysis and Project Certification*. They shall prepare a report from the results of this evaluation which summarizes any measurable infiltration and inflow, and said report shall be used as a baseline measurement for future evaluations and reports. If in subsequent evaluation reports infiltration and/or inflow have increased by more than fifteen (15) percent from that found in the first report, presuming equivalent rainfall, the report shall contain a plan and a schedule for locating the sources of infiltration and inflow and correcting the problem. The report shall be submitted by February 10th of each year as part of the Annual Pretreatment Report to both the City and Ecology.

9.0 INDUSTRIAL WASTE COLLECTION SYSTEM

9.1 City's Urban Growth Area. Terrace Heights provides sanitary sewer service within the eastern portions of the City's Urban Growth Area (UGA), as the City UGA is now designated.

9.2 Designated Users. Terrace Heights shall direct any existing or new food processors that discharge high strength wastewater and that are located within the portions of the City's UGA served by Terrace Heights to discharge their Industrial Waste into the City's designated Industrial Waste (IW) line. Domestic wastewater shall not be discharged into the IW line. Terrace Heights shall not accept such Industrial Waste into its collection system unless the City has made a determination pursuant to Section 9.4 of this Agreement that connection to the City's IW line is not feasible. If the IW line is not readily available, it shall be the responsibility of the Industrial User requesting such wastewater service and/or Terrace Heights to arrange with the City for extension of the IW line in order to provide service.

- 9.3 **Outside Utility Agreement.** The City shall determine which Industrial Users are required to connect to the IW line. This determination is based on the characteristics and loading strength of the process waste discharge. Prior to connecting to the City's IW line, the discharger must pay wastewater connection charges to the City in accordance with Chapter 7.58 of YMC. In addition, an "Outside Utility Agreement" shall be required between the City and each Industrial User connection to the City's IW line in accordance with Resolution R-2004-30, which sets forth the City's annexation policy. Execution of an Outside Utility Agreement subjects the Industrial User to annexation by the City, to be carried out at the discretion of the City. Until annexation is finalized, all Industrial Users discharging to the IW line shall be assessed "Outside City" rates in accordance with Section 7.60.025 and 7.60.105 of YMC. Such usage and loading shall not be incorporated into or counted against Terrace Heights' Capacity Allocation.
- 9.4 **Terrace Heights' Users.** If the City determines that it is unfeasible to connect an existing or new Industrial User that discharges high strength food processing IW to the City's IW line, the Industrial User shall be allowed to connect to the sanitary sewer line of Terrace Heights. It then becomes the Industrial User's responsibility to pretreat its process wastewater to loading levels acceptable to both Terrace Heights and the City. Such usage and loading shall be incorporated into and counted against Terrace Heights' Capacity Allocation.
- 9.5 **Outside the City's Urban Growth Area.** It shall be the sole discretion of the City to allow industries outside the City's urban growth area to connect and discharge into the City's industrial waste line. If allowed, the rates established in accordance with 7.58 and 7.60 of the City's YMC shall be applicable with all requirements of Section 7.0 of this Agreement enforced.
- 10.0 **EXTRA-JURISDICTIONAL CUSTOMERS**
- 10.1 **City of Moxee.** The City of Moxee (Moxee) is recognized as an established customer of Terrace Heights and not a Party to this Agreement. No capacity allocation is granted to Moxee under this Agreement. As such, Terrace Heights intends to accept wastewater collected and delivered by Moxee from within Moxee's wastewater service area. Moxee's service area is located outside of Terrace Heights' service area. In addition, the City has agreed to accept such wastewater and to provide treatment and disposal for that wastewater, pursuant to the Capacity Allocation held by Terrace Heights in accordance with Section 2.2.1 of this Agreement. Terrace Heights will not accept any discharge from Moxee after the effective date of this Agreement unless Terrace Heights, the City and Moxee have entered into a new agreement pursuant to Section 10.2 of this Agreement.
- 10.2 **Agreement Required.** Before a customer located outside a Wholesale User's service boundaries, as such boundaries have been approved by Ecology through a general sewer plan pursuant to WAC 173-240-050(3)(c), discharges into the Wholesale User's sanitary sewer system, the Wholesale User and the City shall enter into an agreement with the Extra-Jurisdictional Customer. Such agreement must be fully executed and in force prior to the discharge and must include terms equivalent to this Agreement.

10.3 Extra-Jurisdictional Customer Requirements. The Wholesale Users shall require all Extra-Jurisdictional Customers to comply with the Pretreatment Standards and Requirements in accordance with Section 7.0 of this Agreement. The Wholesale Users shall also require all Extra-Jurisdictional Customers to perform the actions required by Section 8.0 of this Agreement. The failure of an Extra-Jurisdictional Customer to comply with the Pretreatment Standards and Requirements or to carry out the requirements of Section 8.0 constitutes grounds for the City to require the applicable Wholesale User to terminate service to the Extra-Jurisdictional Customer. Failure of the Wholesale User to obtain compliance from the Extra-Jurisdictional Customer is grounds for the City to terminate service to the Wholesale User in accordance with Section 14.2 of this Agreement.

10.4 No Capacity Allocation. No capacity allocation at the City's WWTP shall be assigned to any Extra-Jurisdictional Customers. As specified in Section 2.2.4 of this Agreement, usage and loading from an Extra-Jurisdictional Customer shall be incorporated into and counted against the Capacity Allocation of the Wholesale User with which the Extra-Jurisdictional Customer has an agreement.

11.0 CORROSION AND ODOR CONTROL

11.1 Force Mains. The Wholesale Users use force mains to convey wastewater to the City's sanitary sewer system. The utilization of corrosion and odor control equipment and/or chemical usage if applicable, for the removal of dissolved hydrogen sulfide from the waste stream generated from the discharge of the Wholesale Users' force mains and/or other discharge sources shall be determined and controlled by the City in its discretion due to the sensitivity of the WWTP process, particularly the Ultra Violet (UV) disinfection system, and to protect safety of its personnel. The City shall retain ownership of any equipment and determine its location to best treat the Wholesale Users' waste stream. The City shall control the dosage of any chemical used in the process. Costs associated with the equipment and/or chemical usage shall be the responsibility of the Wholesale Users in accordance with Section 4.7 of this Agreement.

11.2 Damages. The Wholesale Users shall be responsible for the cost of all repairs, replacement, and associated expenditures that arise in whole or in part from damage caused to the City's Wastewater Facilities or other infrastructure by the Wholesale Users' discharge to the Wastewater Facilities of wastewater exhibiting corrosive characteristics. In addition, the Wholesale Users are responsible for the costs to reduce or eliminate odors from their discharges at all times and are responsible for all damages incurred by the City in connection with said odors.

12.0 DISPUTE RESOLUTION

In the event that any dispute arises as to the interpretation or applicability of this Agreement, the Parties shall attempt to resolve the dispute by informal negotiation, pursuant to an informal process agreed to by the Parties. If the Parties fail to agree upon an informal process, or fail to resolve the dispute through an agreed upon informal process, then the Parties to the dispute shall first pursue mediation as a means to resolve the dispute.

- 12.1 Mediation. Any Party may request mediation by written notice of dispute to other Party(s). If a mediator is not selected within thirty (30) days, any Party may make application to the Presiding Judge of the Yakima County Superior Court for appointment of the mediator. The costs of the mediator and mediation proceedings shall be divided equally among the participating Parties; provided each Party shall bear its own fees, costs, and expenses of mediation. The mediation shall continue until 1) the mediator determines that further mediated efforts to resolve the dispute are no longer warranted, or 2) one or more of the participating Parties elects to terminate the mediation effort.
- 12.2 Litigation/Other. If the aforementioned methods are not successful, then any dispute relating to this Agreement shall be decided in a court of competent jurisdiction located within Yakima County in accordance with the laws of the State of Washington. Each Party shall bear its own costs and expenses relating to any litigation that may result from the performance of this Agreement. If the Parties involved mutually consent in writing, other available means of dispute resolution may be implemented.

13.0 EMERGENCY ACTIONS

The City may take, or direct the Wholesale Users to take, reasonable emergency action necessary to stop or prevent any discharge that (a) presents, or in the sole judgment of the City may present, an imminent danger to the health or welfare of humans; (b) reasonably appears to threaten the environment, to cause interference, pass through, or biosolids contamination, or (c) may cause the City to fail to comply with the terms of its NPDES Permit. To the extent reasonably possible the City will provide informal notice to the affected Industrial User(s) of its intent to take emergency action prior to taking said action. The City will also use reasonable efforts to notify each applicable Wholesale User (such efforts to include telephone contact) of its intent to take emergency action prior to taking action. Depending on the immediacy of the need for action, however, the opportunity to respond may not arise until after the emergency powers of the City have been exercised.

14.0 TERMINATION OF SERVICE

- 14.1 Termination for Cause - Procedures. Any Party may terminate this Agreement for wholesale wastewater treatment and disposal based upon a material breach by another Party as follows. The non-breaching Party must provide written notice of the material breach to the other Party or Parties. If the breach remains uncured after one hundred-eighty (180) day cure period, the non-breaching Party or Parties may commence an action for specific enforcement or other cause under Section 12.0 of this Agreement. The cure or remedy period shall include the period for negotiation and mediation under Sections 12.0 and 12.1 of this Agreement.

- 14.1.1 By mutual written agreement of the Parties, the cure or remedy period may be extended.

14.1.2 If the breaching Party is a Wholesale User, the City may terminate this Agreement only as to the breaching Wholesale User and this Agreement shall remain in effect as to the City and the non-breaching Wholesale User.

14.1.3 The Parties shall be bound by the outcome of litigation (or other process) under Section 12.0 of this Agreement, including all appeals, at the conclusion of the litigation (the "Order"). The first remedy available to a Party under an Order shall be specific performance. If a Party does not comply with the Order within the time specified for compliance in the Order, the prevailing Party may elect to terminate the Agreement without further process under Section 14.3 of this Agreement. If a Party chooses to not terminate the Agreement, the Party may pursue such other remedies as are available under law or this Agreement.

14.2 Termination for Cause - Grounds. Any material breach shall constitute grounds for termination pursuant to Section 14.1 of this Agreement. A material breach includes, but is not limited to, a Wholesale User's failure to adhere to and implement the Pretreatment Program in accordance with Section 7.0 of this Agreement or to address infiltration and inflow as required by Section 8.0 of this Agreement. All applicable costs generated up to and including the date of termination shall be and remain the responsibility of the terminated Party to pay.

14.3 Withdrawal of Wholesale User from Agreement. Either Wholesale User may elect to withdraw from this Agreement as follows.

14.3.1 **Notice.** The withdrawing Wholesale User shall provide the City with at least five (5) years' advance written notice of its intent to withdraw. Such notice shall include documentation sufficient to demonstrate that the withdrawing Party has complied with the requirements of Section 14.4 of this Agreement. Such notice shall be delivered to the City Manager with a copy to the Wastewater Division Manager and to the City Attorney. The effective date of withdrawal shall be 11:59 PM on December 31 of the year following the five (5) years' notice (including sufficient documentation) is issued.

14.4 Conditions of Service upon Termination of Agreement. The following conditions apply to the City's provision of wastewater treatment and disposal service to a Wholesale User terminating this Agreement whether by withdrawal, for cause or upon expiration. This Section 14.4 shall survive the termination of this Agreement.

14.4.1 **Termination of Rights under Agreement.** If this Agreement is terminated as to either or both Wholesale Users, the respective benefits, responsibilities, and obligations of the City and the Wholesale User(s) under this Agreement, including permission for any Industrial Users to discharge directly or indirectly to the City's Wastewater Facilities, shall cease and the terminated Wholesale User(s) shall have no Capacity Allocation. The terminated Wholesale User(s) shall pay all amounts due under this Agreement for service provided up to and including the date of termination.

14.4.2 Obligation to Meet own Wastewater Needs. The Wholesale User shall have the obligation to meet the needs of all retail customers in its service territory and any Extra-Jurisdictional Customers that it serves for wastewater treatment and disposal service without use of the City's Wastewater Facilities and to comply with all applicable permitting and other requirements of the Clean Water Act.

14.4.3 Temporary Service under YMC. If the Wholesale User cannot immediately meet the requirements of Section 14.4.2 upon termination of this Agreement, it may purchase wastewater treatment and disposal service from the City for a period of time not to exceed five years as a non-owner (outside city) customer pursuant to chapter 7.60 YMC, provided that the Wholesale User is subject to a binding compliance schedule issued by the City or Ecology. The Wholesale User must comply with all requirements of chapter 7.65 YMC.

15.0 INDEMNIFICATION

15.1 Indemnification of City by Wholesale Users. The Wholesale Users shall indemnify and hold the City harmless for all damages, fines, and costs (including, without limitation, attorneys', consultants' and experts' fees) incurred as a result of wastewater and/or industrial waste discharged from the Wholesale Users' sanitary sewer system into the City's sanitary sewer system in violation of federal or state laws or regulations or the pretreatment program maintained pursuant to this Agreement. In addition, the Wholesale Users shall indemnify and hold harmless the City, its elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified City's negligent act or omission), arising out of or related to any act or omission of the Wholesale Users, their employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the Wholesale Users' duties or responsibilities under this Agreement. These rights to indemnification shall survive the termination of this Agreement.

15.2 Indemnification of Wholesale Users by City. The City shall indemnify and hold harmless the Wholesale Users, their elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified Wholesale Users' negligent act or omission), arising out of or related to any act or omission of the City, its employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the City's duties or responsibilities under this Agreement. This right to indemnification shall survive the termination of this Agreement.

15.3 Indemnification of Wholesale Users by Each Other. Each Wholesale User shall indemnify and hold harmless the other Wholesale User, its elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and

fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified Wholesale User's negligent act or omission), arising out of or related to any act or omission of the first Wholesale User, its employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the first Wholesale User's duties or responsibilities under this Agreement. This right to indemnification shall survive the termination of this Agreement.

16.0 GENERAL PROVISIONS

- 16.1 Severability.** If one or more sections or provisions of this Agreement are held to be unlawful, invalid or unenforceable by any court with jurisdiction, the remainder of this Agreement shall not be affected thereby.
- 16.2 Binding Effect.** This Agreement, including but not limited to any Capacity Allocation under Section 2.2, shall be binding upon and inure to the benefit of the Parties hereto and their predecessors, successors, heirs and assigns.
- 16.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any legal action taken to enforce the provisions of this Agreement shall be maintained in a court of competent jurisdiction in Yakima County, Washington.
- 16.4 Force Majeure.** If a Party is rendered unable by Force Majeure due to acts of God, strikes, lockouts, labor disputes, civil disorder, acts of terrorism or other causes beyond the reasonable control of the affected Party, to carry out, in whole or part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after such occurrence, the obligations of the Party affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. The Party claiming Force Majeure shall remedy the Force Majeure as soon as possible.
- 16.5 Non-Waiver.** The failure on the part of any Party to enforce its right as to any provision of the Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.
- 16.6 No Third-Party Beneficiary.** Except as expressly provided herein, this Agreement is entered into for the exclusive benefit of the Parties hereto and shall not be construed to create any rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.
- 16.7 Litigation.** Each Party shall bear its own costs and expenses relating to any mediation and litigation that may result from the performance of this Agreement, and the City shall not include its mediation or litigation costs and expenses in charges to Terrace Heights and Union Gap.
- 16.8 Modification of Agreement.** No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by all then-current

Parties to this Agreement; no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

- 16.9 Entirety.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire contract between the Parties for the purposes described herein.

17.0 EFFECTIVE DATE AND TERM OF AGREEMENT

- 17.1 Effective Date; Expiration.** This Agreement shall become effective January 1, 2015 upon execution by the City and at least one Wholesale User. It shall remain in full force and effect until January 1, 2035, unless it has been terminated earlier by all Parties pursuant to Section 14.0.

- 17.2 Extension.** Upon expiration, this Agreement shall be of no further force or effect except as set forth in Section 14.4; provided, however, that:

17.2.1 Either or both Wholesale Users may extend this Agreement by one 10-year period by providing written notice to the City on or within the 30 days preceding January 1, 2034 if such Wholesale User(s) wish to retain its or their respective Capacity Allocation(s).

City of Yakima

By: 
Tony O'Rourke, City Manager

Date: 11-19-14

Attest:


Sonya Claar Tee, City Clerk

Contract No. 2014-199
Resolution No. R-2014-137

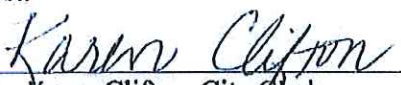


City of Union Gap

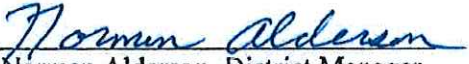
By: 
Rodney Otterness, City Manager

Date: 11-12-14

Attest:


Karen Clifton, City Clerk

Terrace Heights Sewer District

By: 
Norman Alderson, District Manager

Date: 11/16/2014

Attest:


Frank Sliger, District Secretary

