



SOOS CREEK WATER AND SEWER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 1123 - S

A RESOLUTION of the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, authorizing execution of Special Service Agreement for sewer service to the Covington Manganese Treatment Plant.

WHEREAS, a Special Service Agreement has been negotiated with Covington Water District for provision of sanitary sewer service to the Covington Manganese Treatment Plant; and

WHEREAS, the Agreement has been approved by the Board of Commissioners of the Covington Water District, and payment as required thereby has been received; and

WHEREAS, the execution of this Agreement is within the authority of the Board as a matter of cooperation between public agencies; and

WHEREAS, the Board of Commissioners hereby finds it to be in the interest of the public welfare to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Soos Creek Water and Sewer District, King County, Washington, as follows:

RESOLUTION NO. 1123 - S
SUBJECT: Authorizing Execution of Agreement for Service to Covington Water District Manganese Treatment Plant

SECTION 1: That the Board shall execute the following:

SPECIAL SERVICE AGREEMENT

SOOS CREEK WATER AND SEWER DISTRICT
COVINGTON WATER DISTRICT
COVINGTON MANGANESE TREATMENT PLANT

SECTION 2: That the District shall take all such actions and do all things as are necessary and appropriate to perform the Agreement in accordance with the terms thereof.

Adopted by the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, at a regular open public meeting thereof on the 25th day of May, 1994.



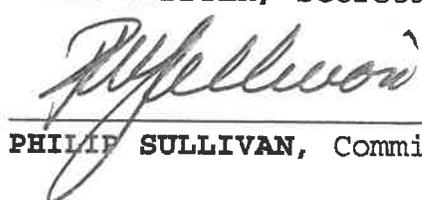
JOHN PAVEL, President



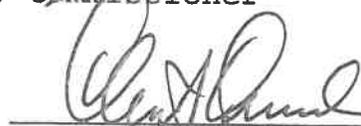
KAREN WEBSTER, Secretary



PATRICK BRAZIL, Commissioner



PHILIP SULLIVAN, Commissioner



CLEMENT QUANRUD, Commissioner

RESOLUTION NO. 1123 - S

SUBJECT: Authorizing Execution of Agreement for
Service to Covington Water District
Manganese Treatment Plant

SPECIAL SERVICE AGREEMENT

**SOOS CREEK WATER AND SEWER DISTRICT
COVINGTON WATER DISTRICT
COVINGTON MANGANESE TREATMENT PLANT**

THIS AGREEMENT made and entered into by and between Soos Creek Water and Sewer District, a Washington municipal corporation, hereinafter referred to as "Soos Creek", and Covington Water District, a Washington municipal corporation, hereinafter referred to as "Covington".

WITNESSETH

WHEREAS, Covington has requested that Soos Creek provide sanitary sewer service to Covington's Witte Road Manganese Treatment Plant (the "Treatment Plant"); and

WHEREAS, Covington has provided data regarding facility capacity, daily average discharge flows, and daily peak discharge flows of effluent anticipated from its Treatment Plant; and

WHEREAS, the sewage effluent from the Treatment Plant will be of a non-domestic quality (no toilets or other discharge of solids requiring sanitation); and

WHEREAS, in reliance upon such data, Soos Creek has evaluated and determined peak flow pipe size requirements, residential equivalencies for determination of General Facilities Charges (GFC), and necessity of special facilities to provide service to the Treatment Plant; and

WHEREAS, Soos Creek recognizes that the Treatment Plant is of benefit to the public, one for which it may provide special consideration as a matter of cooperation between municipalities, and a facility that may be relieved from the requirements and charges applicable to a private user of comparable utilization and impact upon the Soos Creek's system of sewers.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

SECTION 1: Special Service Agreement.

This is a Special Service Agreement formalizing an agreement based upon cooperation between municipalities, and the terms of service and payment hereunder may vary from the terms

of service applicable to private persons or parties seeking service under the same or similar circumstances.

SECTION 2: Covington Capacity Requirements in Sewer system.

The parties have considered the following matters in determining capacity requirements within the Soos Creek sewer system for the Covington Treatment Plant.

- a. On or about January 21, 1994, Covington estimated its discharge into the sewer system to be a maximum of 37,800 gallons per day.
- b. On or about March 21, 1994, Covington updated its estimate of discharge to be a maximum of 28,000 gallons per day.
- c. On or about April 6, 1994, Covington updated its estimate of discharge to be a maximum of 560 gallons per day, assuming 90% reclamation after the 90 day start-up period.

Based upon the uncertainty of water reclamation potential, the preliminary engineering studies provided by Covington, and the varying estimates of discharge as the Treatment Plant has undergone design, the parties hereby agree that Soos Creek shall use 1,120 gallons per day as the beginning estimate of discharge to the Soos Creek system for purposes of determining GFC equivalent residential units (ERU's).

The Treatment Plant has a capacity to provide peak flows that would exceed the present peaking capacity of Soos Creek's Lift Station #15 during periods of high flow. In consideration of and reliance upon the representations of Covington that it will design and construct storage capacity into its Treatment Plant, and that it will discharge into the Soos Creek system of sewers only between the hours of 11:00 p.m. and 5:00 a.m. each day, and at a peak discharge rate of no more than 60 gallons per minute, Soos Creek hereby waives any requirement that Covington fund additional capacity within Lift Station #15 and the related Soos Creek system. Soos Creek reserves

the right to physically control flows from the Treatment Plant to the times and amounts represented herein as reasonably necessary to protect its system of sewers from exceeding peaking capacity.

SECTION 3: Method for Determining Initial GFC Units.

The parties will use the Metro Non-Residential Use method of calculating ERU's, which is the typical basis for such determination by Soos Creek. Under this method the initial number of GFC capacity units would be 6 ERU's, providing a GFC of \$15,762.00 based upon the April 1994 GFC rates for the Jenkins Creek Basin of \$2627.00 per ERU.

Nothing herein shall be construed to be a representation of what Metro may determine to be the appropriate number of ERU's for purposes of payment of connection charges to Metro. It shall be Covington's sole responsibility to meet the requirements for connection to the Metro system.

SECTION 4: Adjustments to ERU's.

Covington hereby represents that it will initiate water reclamation for the Treatment Plant as soon as is practicable, and that it intends to reduce its average discharge rates into the Soos Creek system to a maximum of 560 gallons per day. The parties acknowledge that an effective water reclamation process and procedure will take some time to develop and implement. It is, therefore, agreed as follows:

a. Covington discharges will be metered daily until October 1, 1996. Although metering of discharges will commence immediately upon connection for payment of monthly sewer charges, monitoring for purposes of determining ERU's shall not commence until the 90th day after the Treatment Plant is placed in service to allow an operational shakedown period.

b. The ultimate number of ERU's shall be determined by identifying the day between 90 days after startup and October 1, 1996 which has the greatest recorded discharge in total gallons for a calendar one-day period. The total number of gallons for that

day will be divided by 187. The result, rounded to the nearest whole unit, shall be the number of ERU's. If the resulting ERU's are more than six (6), Covington shall immediately upon invoice therefor pay the then-current GFC for the Jenkins Creek Basin to Soos Creek for each unit over six (6). If the resulting ERU's are less than six (6), Soos Creek shall immediately upon invoice therefor pay \$2,627.00 to Covington for each unit less than six (6). No amount hereunder will bear interest until it has been due for thirty (30) days, after which it shall bear interest at 12% per annum on any unpaid portion.

SECTION 5: Facilities to be Provided by Soos Creek.

In lieu of the facilities typically to be constructed for sanitary sewer service under Soos Creek's Developer Extension Policy, the parties shall construct the following facilities to implement the connection provided for herein:

a. Soos Creek will provide a 2" connection pressure line from its existing Manhole #301-6 to the edge of the public right-of-way. The connection line will be designed to receive pumped effluent from the Treatment Plant. The connection will include a water flow meter and monitoring device, to be owned and maintained by Soos Creek, capable of measuring the anticipated average and peak flows to be discharged from the Covington Treatment Plant. Covington has represented that the discharge from the Treatment Plant will be non-domestic sewage (no toilets); the terms and conditions hereof are in reliance upon such representation regarding the nature of the effluent discharge.

b. In lieu of requiring Covington to extend a main line sewer across its parcel to the neighboring properties to the South of the Covington Well and Treatment Plant site, and to avoid the extra requirements for sewer main construction within well field protection zones, Soos Creek will also construct extra depth into its Lake Wilderness Phase II Interceptor

system in order to provide gravity service to such neighboring properties. Soos Creek shall procure any King County Right-of-Way Permits required by the project.

c. Covington will construct all on-site facilities for discharge of the Treatment Plant and connection to the Soos Creek Facilities at the right-of-way. In addition, Covington shall provide a 110 volt 20 amp underground electrical circuit with water proof receptacle, the power drop to be brought to the water vault in the right-of-way, South of existing Manhole #301-6. The electrical circuit will be utilized by Soos Creek only for maintenance and monitoring purposes for the Covington sanitary sewer connection. Covington shall procure any necessary discharge permit from Metro.

Any construction by either party shall be in accordance with Soos Creek's Developer Extension Policy and Side Sewer Standards, except as the same are inconsistent herewith. All side sewer facilities shall be inspected and approved by Soos Creek personnel prior to placement into service. A copy of Soos Creek's standard form Side Sewer Permit is attached hereto as Exhibit "A". This agreement is in lieu of a Side Sewer Permit, but the attached form shall be completed by Covington for preparation of on-site as-builts, and submission to Metro.

SECTION 6: Costs.

Covington shall pay the following amounts to Soos Creek:

a. The General Facilities Charge (initial), as specified in Section 3 in the total amount of \$15,762.00.

b. Soos Creek's normal Method 4 Interim Service Charge for 250 feet of frontage along Witte Road at \$64.80 per lineal foot, for a total charge of \$16,200.00, which payment is also consideration for the extra depth to be constructed by Soos Creek pursuant to Section 5 b. hereof.

c. Soos Creek's actual costs for the materials, equipment and manpower to install the facilities described in Section 5 a. hereinabove, plus 20% representing Soos Creek's overhead, in a total amount not to exceed \$12,000.00. Attached hereto as Exhibit "B" is a preliminary estimate of the itemization of the costs hereof.

d. The itemized actual costs of Soos Creek's engineering review, analysis, and design for this special connection, and the legal costs of the preparation of this Agreement, plus 20% representing Soos Creek's overhead, in a total amount not to exceed \$10,000.00. Attached hereto as Exhibit "C" is a preliminary estimate of the itemization of costs hereof. The amounts to be paid pursuant hereto are in lieu of the normal GFC, Developer Extension Fees, side sewer permit fees, and main extension construction costs that would be required for provision of sewer service to a comparable private commercial or industrial connection to Soos Creek's system of sewers, and constitute full payment therefor.

SECTION 7: Water Treatment Plant Connection Availability.

Covington has represented to Soos Creek that timing is critical for this project. Soos Creek hereby agrees to provide the facilities and connection described herein, ready to receive discharge from the Treatment Plant, no later than twenty-one (21) days after execution of this Agreement by the Board of Commissioners of Covington, and payment of the amount of \$53,962.00, representing the charges and maximum estimates described in Section 6. Within thirty (30) days after completion of the facilities, Soos Creek shall refund to Covington any amount by which the maximum estimates described in Section 6 c. and d. exceed actual costs. Soos Creek agrees that the estimates constitute the maximums that it will charge, and waives collection of any costs above such estimates.

SECTION 8: Rates and Charges.

Upon commencement of service, Covington shall pay the District's normal monthly service charges, together with Metro charges, based upon metered flow of effluent from the Treatment Plant.

SECTION 9: Duration.

If this Agreement is executed by the parties hereto, the payments required herein must be made by Covington to Soos Creek in full no later than June 30, 1994, or this Agreement shall become null and void; provided, however, that Covington shall remain liable for the amounts owed pursuant to Section 6 d. hereof as previously agreed; and provided further, that the twenty-one (21) days described in Section 7 hereof shall not commence until payment in full is received by Soos Creek.

SECTION 10: Approvals.

Each part shall approve the acceptance and adoption of the terms and conditions hereof by resolution, and provide the other party with a certified copy thereof. Each part represents that it has the full power and authority to enter into this Agreement, and to perform each and every term, covenant and condition herein, and that to do so will not violate any other agreement, contract, resolution or bond covenant of the respective party.

Special Service Agreement
Covington Manganese Treatment Plant
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Signed this 25 day of May, 1994.

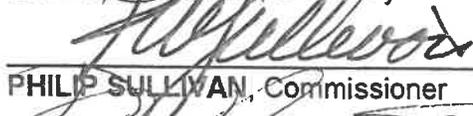
SOOS CREEK WATER
AND SEWER DISTRICT



JOHN PAVEL, President



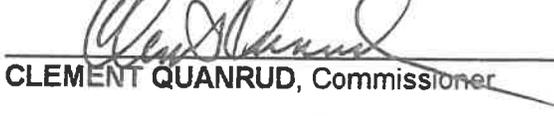
KAREN WEBSTER, Secretary



PHILIP SULLIVAN, Commissioner



PATRICK BRAZIL, Commissioner



CLEMENT QUANRUD, Commissioner

Approved by Resolution No. 1123-S, adopted May 25, 1994.

Special Service Agreement
Covington Manganese Treatment Plant
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Signed this 18th day of May, 1994.

COVINGTON WATER DISTRICT

[Signature]
, President

[Signature]
, Secretary

[Signature]
, Commissioner

[Signature]
, Commissioner

[Signature]
, Commissioner

[Signature]
, Commissioner

Approved by Resolution No. 1656, adopted May 18, 1994.

Special Service Agreement
Covington Manganese Treatment Plant
Exhibit "B"
April 15, 1994

1. Materials \$ 3,000.00

Provide Turbo Meter with high speed pickup, Acupak Monitor with Chart Recorder for 30 day chart, together with valves, piping and appurtenances.

2. Vault \$ 2,000.00

Provide Utility Vault with double leaf locking Bilco Access Latch suitable for H2O wheel loadings.

3. Labor & Equipment \$ 5,000.00

Labor and equipment to install and test the facilities will be provided by Soos Creek Water & Sewer District.

Construction Estimate for Soos Creek Water & Sewer District Facilities. \$10,000.00

Plus 20% District Overhead \$ 2,000.00

Total Estimate of Cost for Exhibit "B" \$12,000.00

Special Service Agreement
Covington Manganese Treatment Plant
Exhibit "C"
April 15, 1994

1. Preliminary Engineering Review	\$ 3,400.00
For water quality, quantity and method of service meetings.	
2. Design of Water Vault	\$ 3,600.00
Design of water vault and finalize service agreement.	
3. Legal Review and Drafting Service Agreement	<u>\$ 1,200.00</u>
Subtotal	\$ 8,200.00
Plus 20% District Overhead	<u>\$ 1,640.00</u>
Total Estimate of Cost for Exhibit "C"	\$ 9,840.00
Use	\$10,000.00