



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, NOVEMBER 23, 2020 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S STAY AT HOME ORDER; CITY COUNCIL MEMBERS AND THE PUBLIC ARE REQUIRED TO CALL IN TO PARTICIPATE IN A PHONE CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of November 9, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated November 23, 2020

BUSINESS ITEMS

1. Public Hearing on Final Budget for 2021
2. Discussion on Bond Ordinance parameters for refinancing the USDA 2013 Bonds
3. Resolution 08-2020 amending Water Rates through 2025
4. Resolution 09-2020 amending Wastewater Rates through 2025
5. Boulder Park Project Contract No. 21-0009
6. Small Works Construction Contract for Chase Street sewer line repair

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY NOVEMBER 9, 2020 AT CASHMERE CITY HALL – DIGITAL CONFERENCE

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via digital conference at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

Now for the roll call of the council members to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

| | <u>Present</u> | <u>Not Present</u> |
|----------|---|--------------------------------|
| Mayor: | Jim Fletcher | |
| Council: | Daniel Scott - digital Chris Carlson - digital Dave Erickson - digital Jayne Stephenson - digital Derrick Pratt - digital | |
| Staff: | Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations | Chuck Zimmerman, City Attorney |
| Public: | Kirk Beckendorf, Cashmere Valley Record – digital Lexi Palmer, Cashmere Museum – digital Bill Donald, Citizen - digital Carl Pedersen, Citizen - digital Maureen Lewison, Citizen - digital | |

ANNOUNCEMENTS AND INFORMATION

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of October 26, 2020 Regular Council Meeting by Digital Conference
Payroll and Claims Packet Dated November 9, 2020

Claims Direct Pay and Check #40769 and #40770 through #40798 totaling \$135,079.77
Payroll Direct Deposit and Check #40767 through #40768 totaling \$102,707.51
Voided Check #40751 totaling \$4,000.00

MOVED by Councilor Scott and seconded by Councilor Carlson to approve the items on the Consent Agenda. Motion carried 5-0.

PUBLIC HEARING ON PRELIMINARY BUDGET FOR 2021

Mayor Fletcher gave a brief presentation with pie charts of the operating funds, which include General Government, Public Works, Water and Wastewater. The pie charts showed the percentage of the various types of revenues and expenses.

In order to balance the General Government Fund, the \$200,000 transfer to the 302 Capital Improvement Fund was eliminated. The Mayor explained that looking out to 2025 in order to balance and meet budget policies, less funds will be transferred to the capital funds.

Mayor Fletcher received written comments from the public regarding the budget posted on the website. Comments included; lower sewer rates, budget to eliminate the odor problem at the Wastewater Treatment Plant, water rates are outrageous, do something about speeding issues, ensure the City Pool is properly funded and the City needs to learn to live without so do not raise rates or taxes.

Mayor Fletcher opened the Public Hearing at 6:15 p.m. to take public comment on the Preliminary Budget for 2021.

Mayor Fletcher asked each citizen in attendance if they had any questions. With no questions or comments from public the Mayor closed the hearing at 6:17 p.m.

ORDINANCE NO. 1294 PROPERTY TAX LEVY

Mayor Fletcher showed a worksheet comparing the 1% rate increase to no rate increase for 2021. Using his home as an example, if the City were to take the 1% tax increase, his property tax that would go to the City would increase \$4.45 and without the 1% increase his City tax would increase \$0.51, due to the increase in his assessed value. The example is only for the property tax that goes to the City, it does not include or show any other taxes that may increase on property.

The consensus of the City Council was to not raise taxes in 2021 even though the 1% increase in the City tax would be nominal.

MOVED by Councilor Carlson and seconded by Councilor Pratt to adopt Ordinance No. 1294 authorizing the property tax levy to be collected in 2021 in the amount of \$701,038 with a zero increase over last year's levy amount. Motion carried 5-0.

ORDINANCE NO. 1295 AMENDING THE BUDGET FOR 2020

MOVED by Councilor Pratt and seconded by Councilor Stephenson to adopt Ordinance No. 1295 amending the budget for 2020. Motion carried 5-0.

INTERLOCAL AGREEMENT FOR HOUSING INMATES IN THE CHELAN COUNTY REGIONAL JUSTICE CENTER

The County is offering a three-year Interlocal Agreement based on 2019-2020 use, with a rate locked in at 5% for 2022 and 2023. Alternatively, the City can ask for a one-year contract with adjustments of occupancy based on 2020-2021. The same contract is offered to all partners, adjusting only the base fee relative to past use.

Mayor Fletcher and Councilor Carlson met with County Commissioner Kevin Overbay and Business Manager Nicole Thompson to discuss the proposed contract, the budget for the jail and how the new rates are calculated. Future regional jail issues were discussed, providing insight on the efforts and plans to control costs.

Mayor Fletcher and Councilor Carlson recommend approving the three-year agreement.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the Interlocal Agreement for Housing Inmates in the Chelan County Regional Justice Center, authorizing the Mayor to sign. Motion carried 5-0.

2021 AMENDED AND RESTATED MODIFICATION OF MUSEUM LEASE

Since 2006 the City has been contributing \$8,500 to the Chelan County Historical Society (Cashmere Museum) to be used to improve and operate the Museum and Pioneer Village. The Historical Society agrees to promote the City in its advertising material to attract tourists and retail business to Cashmere and to provide free admission to City residents at least one Sunday per month.

The 2021 amended lease increases the contribution from \$8,500 to \$12,000 annually to continue investing in the Chelan County Historical Society.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the 2021 Amended and Restated Modification of the Museum Lease, increasing the annual amount to \$12,000.

MOVED by Councilor Scott and seconded by Councilor Erickson to amend the Museum Lease to include a 1% increase annually. Motion carried 5-0.

Motion carried 5-0 to approve the Museum Lease with the 1% annual increase language added.

PACIFICA LAW GROUP LEGAL SERVICES FOR BOND COUNSEL

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve the Pacifica Law Group Legal Services for Bond Counsel, authorizing the Mayor to sign. Motion carried 5-0.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:39 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: 11/19/2020
To: City Council
From: Jim Fletcher, Mayor
RE: Bond Refinancing Discussion

Invited to call in to the 11/23 Council meeting are the bond attorneys retained to prepare the legal documents to issue new bonds at lower interest rates and pay off the existing USDA bonds.

Attached is the schedule and list of activities to sell municipal bonds. Council will be asked to approve a Delegation Bond Ordinance at our December 14th meeting. The ordinance will specify terms for the City's offering.

Bond Council evaluated 3 different savings structures. These assume today's estimated interest rates and A+ rating:

1. Level annual savings - \$1.5M over the life, equivalent to \$1.1M net PV savings (9% of refunded par)
2. Deferred savings (i.e. minor savings over life and also shortens the final debt service 3 years early to 2050) - \$2.2M over the life, equivalent to \$1.35M net PV Savings (10.8% of refunded par).
3. Accelerated savings (i.e. pushing most of the savings in the next 3 years - \$348K in 2021, \$288K in 2022 and 2023) - \$1.05M over the life, equivalent to \$1M net PV savings (8.1% of refunded par).

Topics that appear very favorable to our refinancing.

- No other City debt.
- State audit completed mid-December. Current audits are important to Standard & Poor bond rating.
- Rate studies and stable revenues.

**City of Cashmere, Washington
Water and Sewer Revenue Refunding Bonds, 2020-2021
General Schedule of Events
(As of November 11, 2020)**

| Financing Team | | | |
|----------------|-----------------------------|-------------|------------------------------------|
| City: | City Staff | BC: | Bond/Disclosure Counsel (Pacifica) |
| UC: | Underwriter Counsel (Kutak) | DAD: | D.A. Davidson & Co. (Underwriter) |

| November | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| December | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| January | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| February | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

| Date | Event | Participants |
|-------------|--|---------------|
| November 12 | Distribute bond parameters, distribution list and financing schedule to finance team | DAD |
| November 23 | First draft of Delegation Bond Ordinance | BC |
| November 24 | Distribute info request for Preliminary Official Statement | BC |
| December 9 | Delegation Bond Ordinance to City staff | City |
| December 10 | City provides data for POS | City |
| December 14 | City approves Delegation Bond Ordinance | City |
| December 17 | Distribute first draft POS | BC |
| December 21 | Comments due on first draft POS | All |
| December 30 | Distribute second draft POS | BC |
| January 6 | Provide comments on second draft POS | All |
| January 7 | Due Diligence/Continuing Disclosure Call | All |
| January 11 | S&P rating agency conference call | City, DAD |
| January 14 | Distribute draft legal opinion and draft purchase agreement | DAD, BC, UC |
| January 19 | Final comments due on all documents | All |
| January 20 | Distribute POS to potential investors | DAD |
| January 26 | Review market conditions; pre-pricing call | DAD, City |
| January 27 | Pricing of the Bonds and approve purchase contract | All |
| February 3 | Distribute final Official Statement and draft closing memorandum | DAD |
| February 10 | Bond Closing and redemption of USDA Loans | City, BC, DAD |

* Subject to change.

RESOLUTION 08-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, REPEALING AND REPLACING RESOLUTION 05-2019, AMENDING WATER RATES OF THE CITY EFFECTIVE JANUARY 1, 2021.

WHEREAS, the City Council of the City of Cashmere, desires to repeal and replace Resolution 05-2019 to include no increase in rates for 2021 and to add an increase in the rates for 2025 for water service provided by the City of Cashmere; now, therefore,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. Effective January 1, 2021, the rates for water shall be as follows:

WATER RATES AND CHARGES

SCHEDULE 1-W

CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WATER SERVICE

Character of service:

Service under this schedule is applicable to single-family dwellings and duplexes. A duplex is a house of single structure consisting of two separate family dwellings. Manufactured homes, regardless of whether placement is in a park development or single lot, are considered single-family dwellings.

Metering:

Each single-family dwelling shall be served through a separate meter. The family units in an existing non-conforming accessory dwelling or manufactured home park may be metered together or through an appropriately sized master meter. Each meter shall be considered a service and the customer shall be billed one base fee for each service.

2021-2025 MONTHLY RATES

1-W City

| Base Monthly Rate Meter Size | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|-------------|-------------|-------------|-------------|-------------|
| | 0% | 4% | 4% | 4% | 4% |
| 5/8" | \$16.76 | \$17.43 | \$18.12 | \$18.85 | \$19.60 |
| 1" | \$21.96 | \$22.84 | \$23.76 | \$24.71 | \$25.70 |
| 1 1/2" | \$28.98 | \$30.14 | \$31.35 | \$32.60 | \$33.91 |
| 2" | \$41.30 | \$42.96 | \$44.67 | \$46.46 | \$48.32 |

| Volume Tier Rates | Per 1000 Gallons | | | | |
|--------------------------|-------------------------|--------|--------|--------|--------|
| 0-10,000 gallons | \$3.10 | \$3.22 | \$3.35 | \$3.48 | \$3.62 |
| 10,001-35,000 gals | \$3.42 | \$3.55 | \$3.70 | \$3.84 | \$4.00 |
| Over 35,000 | \$3.78 | \$3.93 | \$4.09 | \$4.25 | \$4.42 |

1-W County

Base Monthly Rate calculated at 1.5 times the City Single-Family & Duplex Residential rates.

| Meter Size | 2021 | 2022 | 2023 | 2024 | 2025 |
|-------------------|-------------|-------------|-------------|-------------|-------------|
| | 0% | 4% | 4% | 4% | 4% |
| 5/8" | \$25.14 | \$26.14 | \$27.19 | \$28.27 | \$29.41 |
| 1" | \$32.95 | \$34.26 | \$35.64 | \$37.06 | \$38.54 |
| 1 1/2" | \$43.48 | \$45.22 | \$47.03 | \$48.91 | \$50.86 |
| 2" | \$61.95 | \$64.43 | \$67.01 | \$69.69 | \$72.47 |

| Volume Tier Rates | Per 1000 Gallons | | | | |
|--------------------------|-------------------------|--------|--------|--------|--------|
| 0-10,000 gallons | \$4.64 | \$4.82 | \$5.02 | \$5.22 | \$5.43 |
| 10,001-35,000 gals | \$5.13 | \$5.34 | \$5.55 | \$5.77 | \$6.00 |
| Over 35,000 | \$5.69 | \$5.92 | \$6.15 | \$6.40 | \$6.66 |

Discount:
 Low-income Senior and Disabled 20% off base rate

SCHEDULE 2-W
MULTI-FAMILY WATER SERVICE

Character of service:

Service under this schedule is applicable to multi-family dwellings of three or more units.

Metering:

Metering shall be done through one master meter when practical. Multi-family dwellings that are metered separately shall be charged according to Schedule 1-W.

2020-2024 MONTHLY RATES

2-W City

Base Monthly Rate

| Meter Size | 2021 0% | 2022 4% | 2023 4% | 2024 4% | 2025 4% |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 5/8" | \$17.50 | \$18.20 | \$18.92 | \$19.68 | \$20.47 |
| 1" | \$23.85 | \$24.80 | \$25.80 | \$26.83 | \$27.90 |
| 1 1/2" | \$32.74 | \$34.05 | \$35.41 | \$36.83 | \$38.30 |
| 2" | \$47.33 | \$49.22 | \$51.19 | \$53.23 | \$55.36 |
| 3" | \$115.92 | \$120.56 | \$125.38 | \$130.39 | \$135.61 |
| 4" | \$160.32 | \$166.73 | \$173.40 | \$180.34 | \$187.55 |
| 6" | \$268.21 | \$278.94 | \$290.10 | \$301.70 | \$313.77 |

Per 1000 Gallons

| | | | | | |
|---------------------------|--------|--------|--------|--------|--------|
| Single Volume Rate | \$3.27 | \$3.40 | \$3.53 | \$3.68 | \$3.82 |
|---------------------------|--------|--------|--------|--------|--------|

2-W County

Base Monthly Rate calculated at 1.5 times the City Multi-Family rates.

| Meter Size | 2021 0% | 2022 4% | 2023 4% | 2024 4% | 2025 4% |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 5/8" | \$26.25 | \$27.30 | \$28.39 | \$29.53 | \$30.71 |
| 1" | \$35.78 | \$37.21 | \$38.69 | \$40.24 | \$41.85 |
| 1 1/2" | \$49.13 | \$51.09 | \$53.13 | \$55.26 | \$57.47 |
| 2" | \$70.98 | \$73.82 | \$76.77 | \$79.85 | \$83.04 |
| 3" | \$173.89 | \$180.85 | \$188.08 | \$195.61 | \$203.43 |
| 4" | \$240.47 | \$250.09 | \$260.10 | \$270.50 | \$281.32 |
| 6" | \$402.32 | \$418.42 | \$435.15 | \$452.56 | \$470.66 |

Per 1000 Gallons

| | | | | | |
|---------------------------|--------|--------|--------|--------|--------|
| Single Volume Rate | \$4.91 | \$5.10 | \$5.31 | \$5.52 | \$5.74 |
|---------------------------|--------|--------|--------|--------|--------|

**SCHEDULE 3-W
COMMERCIAL WATER SERVICE**

Character of service:

Service under this schedule is applicable to commercial enterprises including, but not limited to, retail stores, motels, hotels, clinics, schools, storage warehouses, businesses and professional offices.

Metering:

Metering shall be done through one master meter when practical.

**2020-2024 MONTHLY RATES
3-W City**

Base Monthly Rate

| Meter Size | 2021 | 2022 | 2023 | 2024 | 2025 |
|------------|----------|----------|----------|----------|----------|
| | 0% | 4% | 4% | 4% | 4% |
| 5/8" | \$17.50 | \$18.20 | \$18.92 | \$18.68 | \$20.47 |
| 1" | \$23.85 | \$24.80 | \$25.80 | \$26.83 | \$27.90 |
| 1 1/2" | \$32.74 | \$34.05 | \$35.41 | \$36.83 | \$38.30 |
| 2" | \$47.33 | \$49.22 | \$51.19 | \$53.23 | \$55.36 |
| 3" | \$115.92 | \$120.56 | \$125.38 | \$130.39 | \$135.61 |
| 4" | \$160.32 | \$166.73 | \$173.40 | \$180.34 | \$187.55 |
| 6" | \$268.21 | \$278.94 | \$290.10 | \$301.70 | \$313.77 |

Per 1000 Gallons

| | | | | | |
|---------------------------|--------|--------|--------|--------|--------|
| Single Volume Rate | \$3.27 | \$3.40 | \$3.53 | \$3.68 | \$3.82 |
|---------------------------|--------|--------|--------|--------|--------|

3-W County

Base Monthly Rate calculated at 1.5 times the City Commercial rates.

| Meter Size | 2021 | 2022 | 2023 | 2024 | 2025 |
|------------|----------|----------|----------|----------|----------|
| | 0% | 4% | 4% | 4% | 4% |
| 5/8" | \$26.25 | \$27.30 | \$28.39 | \$29.53 | \$30.71 |
| 1" | \$35.78 | \$37.21 | \$38.69 | \$40.24 | \$41.85 |
| 1 1/2" | \$49.13 | \$51.09 | \$53.13 | \$55.26 | \$57.47 |
| 2" | \$70.98 | \$73.82 | \$76.77 | \$79.85 | \$83.04 |
| 3" | \$173.89 | \$180.85 | \$188.08 | \$195.61 | \$203.43 |
| 4" | \$240.47 | \$250.09 | \$260.10 | \$270.50 | \$281.32 |
| 6" | \$402.32 | \$418.42 | \$435.15 | \$452.56 | \$470.66 |

Per 1000 Gallons

| | | | | | |
|---------------------------|--------|--------|--------|--------|--------|
| Single Volume Rate | \$4.91 | \$5.10 | \$5.31 | \$5.52 | \$5.74 |
|---------------------------|--------|--------|--------|--------|--------|

SCHEDULE 4-W
STANDPIPE AND HYDRANT WATER

Availability:

This service is available at the standpipe provided by the City, located at the south end of Woodring Street, and for approved hydrant meter use. Applications for hydrant meters may be obtained at City Hall.

Character of service:

Standpipe water is available for anyone's use. A fill hose is required and may be purchased at City hall.

Metering:

Water is dispensed using a coin operated timer or through a City-provided and installed hydrant meter.

Monthly Rates:

| Standpipe Water in Gallons | Charge |
|-----------------------------------|------------------|
| Per 100 gallons | \$1.00 |
| Fill hose | \$75.00 plus tax |
| Hydrant Meter | |
| Daily use fee | \$15.00 |
| Installation and removal | \$60.00 |
| Per 100 gallons | \$1.00 |

The applicable Base Monthly Rate in Schedule 1-W, Schedule 2-W and Schedule 3-W shall be charged each month regardless of whether a water meter is in use or is temporarily disconnected or not in use. For purposes of this Resolution, a water meter shall be considered "temporarily disconnected or not in use" if the period of disconnection or non-use is less than one year in duration.

NEW WATER SERVICE COSTS

Materials

| | |
|---------------------------------|----------------|
| Repair Materials & Labor | Actual cost |
| New service tap - 1" or smaller | \$250.00 |
| New service tap – 1-1/2" to 2" | \$350.00 |
| New service Over 2" | \$450.00 |
| Water Meter and Meter Box | Actual cost |
| Asphalt Street Repair | \$4.95/sq. ft. |
| Concrete Sidewalk Repair | \$5.25/sq. ft. |

SYSTEM DEVELOPMENT CHARGES

System Development Charges will be increased 2% annually and rounded to the nearest dollar.

NEW SERVICES OR UPGRADES TO EXISTING SERVICES

| | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------------|-------------|-------------|-------------|-------------|-------------|
| | 0% | 2% | 2% | 2% | 2% |
| *Upsize to 1" | \$520.00 | \$530.00 | \$541.00 | \$552.00 | \$563.00 |
| 1" service | \$1,561.00 | \$3,378.00 | \$3,446.00 | \$3,515.00 | \$3,585.00 |
| 1 1/2" service | \$3,121.00 | \$6,756.00 | \$6,891.00 | \$7,029.00 | \$7,170.00 |
| 2" service | \$5,202.00 | \$10,810.00 | \$11,026.00 | \$11,247.00 | \$11,472.00 |
| 3" service | \$7,803.00 | \$21,620.00 | \$22,052.00 | \$22,493.00 | \$22,943.00 |
| 4" service | \$10,924.00 | \$33,781.00 | \$34,457.00 | \$35,146.00 | \$35,849.00 |
| 6" service | \$14,566.00 | \$67,562.00 | \$68,913.00 | \$70,291.00 | \$71,697.00 |
| Fire Main | \$1,040.00 | \$1,061.00 | \$1,082.00 | \$1,104.00 | \$1,126.00 |

Flow-Indicating Backflow Prevention Device Required

*Upsize charge applies when a service and meter are increased in size. For service upsizes larger than 1" the charge will be the difference between the SDC for the current size and the SDC for the new size.

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future. If a service has been abandoned or otherwise unused for longer than 5 years System Development Charges shall be collected regardless of previous payment. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection.

Section 2. Resolution 05-2019 is hereby repealed and replaced by this Resolution effective January 1, 2020.

Passed by the City Council of the City of Cashmere, Washington this 23rd day of November 2020.

CITY OF CASHMERE

By: _____
James Fletcher, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Published in the Cashmere Valley Record December 2, 2020

Adopted by Resolution 08-2020
Effective January 1, 2021

RESOLUTION 09-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, REPEALING AND REPLACE RESOLUTION 06-2019, AMENDING WASTEWATER RATES OF THE CITY EFFECTIVE JANUARY 1, 2021.

WHEREAS, the City Council of the City of Cashmere, desires to repeal and replace Resolution 06-2019 to include no increase in rates for 2021 and to add an increase in the rates for 2025 for wastewater services provided by the City of Cashmere; now, therefore,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. Effective January 1, 2021, the rates for wastewater shall be as follows:

WASTEWATER RATES AND CHARGES

SCHEDULE 1-WW

CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WASTEWATER SERVICE

Character of service:

Service under this schedule is applicable to single-family dwellings and duplexes. A duplex is a house of single structure consisting of two separate family dwellings. Each dwelling shall be charged separately. Manufactured homes, regardless of whether placement is in a park development or single lot, are considered single-family dwellings.

Metering: None

2021-2025 MONTHLY RATES

1-WW CITY

Base Monthly Rate

| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
|---------------|---------------|---------------|---------------|---------------|
| 0% | 2% | 2% | 2% | 2% |
| \$106.07 | \$108.19 | \$110.35 | \$112.56 | \$114.81 |

1-WW COUNTY

Base Monthly Rate-Calculated at 1.5 times the City Single-Family and Duplex Rates

| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
|---------------|---------------|---------------|---------------|---------------|
| 0% | 2% | 2% | 2% | 2% |
| \$159.11 | \$162.29 | \$165.53 | \$168.85 | \$172.22 |

Discount:

Low-income Senior and Disabled 20% off base rate

SCHEDULE 2-WW
MULTI-FAMILY RESIDENTIAL WASTEWATER SERVICE

Character of service:

Service under this schedule is applicable to multi-family dwellings of three or more residential units.

Metering:

This schedule is based on WATER use. There shall be no meter to measure actual wastewater use.

2-WW CITY

Base Monthly Rate

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
| 0% | 2% | 2% | 2% | 2% |
| \$225.15 | \$229.65 | \$234.24 | \$238.93 | \$243.71 |

Per 1,000 gallons over 11,000 gallons water used

| | | | | |
|--------|--------|--------|--------|--------|
| \$5.87 | \$5.99 | \$6.11 | \$6.23 | \$6.35 |
|--------|--------|--------|--------|--------|

2-WW COUNTY

Monthly Base Rate-Calculated at 1.5 times the City Multi-family Residential Rates

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
| 0% | 2% | 2% | 2% | 2% |
| \$337.72 | \$344.47 | \$351.36 | \$358.39 | \$365.56 |

Per 1,000 gallons over 11,000 gallons water used

| | | | | |
|--------|--------|--------|--------|--------|
| \$8.80 | \$8.97 | \$9.15 | \$9.34 | \$9.52 |
|--------|--------|--------|--------|--------|

SCHEDULE 3-WW
COMMERCIAL WASTEWATER SERVICE
Wastewater strength less than 300ppm BOD, less than 300ppm TSS

Character of service:

Service under this schedule is applicable to commercial enterprises including, but not limited to, retail stores, motels, hotels, clinics, schools, storage warehouses, businesses and professional offices that do not produce a higher strength wastewater than a typical single-family residence.

Metering:

Service rates shall be based on metered City water usage whenever metered water serves the applicable property. If service does not include City metered water, then usage shall be determined by a City-approved wastewater meter. Customers with a water meter may request to be charged for actual wastewater discharge measured with, a Wastewater Discharge Meter approved by the City, installed and maintained at the customers expense.

Each separately accessible space with fixtures that discharge into the City sewer system shall be charged at least the base fee. Depending on the business type, at the City's sole discretion, the monthly rate may be determined by a fixture count and calculation based on commonly recognized and accepted formulas. All customers will pay no less than the monthly base rate identified below.

3-WW CITY

Base Monthly Rate

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
| 0% | 2% | 2% | 2% | 2% |
| \$106.07 | \$108.19 | \$110.35 | \$112.56 | \$114.81 |

Per 1,000 gallons over 11,000 gallons of water used

| | | | | |
|--------|--------|--------|--------|--------|
| \$6.53 | \$6.66 | \$6.79 | \$6.93 | \$7.06 |
|--------|--------|--------|--------|--------|

Per 1,000 gallons of metered sewer discharge beginning with the first 1,000 gallons of metered discharge

| | | | | |
|--------|--------|--------|--------|--------|
| \$6.53 | \$6.66 | \$6.79 | \$6.93 | \$7.06 |
|--------|--------|--------|--------|--------|

3-WW COUNTY

Monthly Base Rate-Calculated at 1.5 times the City Commercial Rates.

| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
|---------------|---------------|---------------|---------------|---------------|
| 0% | 2% | 2% | 2% | 2% |
| \$159.11 | \$162.29 | \$165.53 | \$168.85 | \$172.22 |

Per 1,000 gallons over 11,000 gallons of water used

| | | | | |
|--------|---------|---------|---------|---------|
| \$9.81 | \$10.00 | \$10.20 | \$10.41 | \$10.61 |
|--------|---------|---------|---------|---------|

Per 1,000 gallons of metered sewer discharge beginning with the first 1,000 gallons of metered discharge

| | | | | |
|--------|---------|---------|---------|---------|
| \$9.81 | \$10.00 | \$10.20 | \$10.41 | \$10.61 |
|--------|---------|---------|---------|---------|

The applicable Base Monthly Rate in Schedule 1-W, Schedule 2-W and Schedule 3-W shall be charged each month regardless of whether a water meter or wastewater discharge meter is in use or is temporarily disconnected or not in use. For purposes of this Resolution, a water meter or wastewater discharge meter shall be considered "temporarily disconnected or not in use" if the period of disconnection or non-use is less than one year in duration.

SCHEDULE 4-WW
INDUSTRIAL WASTEWATER SERVICE (City or County)
Wastewater Strength more than 300ppm BOD, more than 300ppm TSS

Character of service:

This schedule is applied as determined pursuant to Ordinance #1132 and Resolution #04-2008 unless otherwise provided by contract between the City and the utility customer.

Metering:

Usage shall be determined by a City-approved wastewater meter.

Base Monthly Rate

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| 1/1/21 | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 |
| 0% | 2% | 2% | 2% | 2% |
| \$250.04 | \$255.04 | \$260.14 | \$265.34 | \$270.65 |

**Per 1,000 gallons of metered sewer discharge beginning with
the first 1,000 gallons of metered discharge**

| | | | | |
|--------|---------|---------|---------|---------|
| \$9.81 | \$10.00 | \$10.20 | \$10.41 | \$10.61 |
|--------|---------|---------|---------|---------|

NEW WASTEWATER SERVICE COSTS

Materials

| | |
|---|----------------|
| Repair Materials and Labor | Actual cost |
| New Service Tap up to 3" | \$250.00 |
| New Service Tap 4" and over | \$500.00 |
| Asphalt Street Repair | \$4.95/sq. ft. |
| Concrete Repair | \$5.25/sq. ft. |
| Shutoff Valve (For services not served by City Water) | Actual Cost |

Wastewater service line is the owner's responsibility from the City wastewater main to the building served or as described in CMC 13.01.100 (2). Any excavation required is at the owner's expense and is not provided by City crews.

SYSTEM DEVELOPMENT CHARGES

System Development Charges will be increased 2% each year and rounded to the nearest dollar.

NEW SERVICES OR UPGRADES TO EXISTING SERVICES Charges per Unit within any single building

| Residential Units | 2021 | 2022 | 2023 | 2024 | 2025 |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| | 0% | 2% | 2% | 2% | 2% |
| One unit | \$2213.00 | \$2257.00 | \$2302.00 | \$2348.00 | \$2395.00 |
| Two units | \$2036.00 | \$2077.00 | \$2119.00 | \$2161.00 | \$2204.00 |
| Three units | \$1873.00 | \$1910.00 | \$1948.00 | \$1987.00 | \$2027.00 |
| Four to eight units | \$1723.00 | \$1757.00 | \$1792.00 | \$1828.00 | \$1865.00 |
| Nine to sixteen units | \$1585.00 | \$1617.00 | \$1649.00 | \$1682.00 | \$1716.00 |
| Over sixteen units | \$1459.00 | \$1488.00 | \$1518.00 | \$1548.00 | \$1579.00 |

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future, with the exception of property where service has been discontinued for more than 5 years. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection. For new construction not served by City water, a shutoff valve is required at owner's expense.

System development charges (SDC's) for the wastewater systems are determined for an equivalent residential unit (ERU). Unless specifically provided for otherwise, SDC's for connections involving more than one ERU are determined according to the ERU's calculated for the service at the new connection. An ERU shall be defined as 250 gallons per day, normal strength (250 ppm) wastewater.

Each single-family living unit shall be defined as one ERU. Each residential unit in a multi-family structure with two or more residential units shall be considered a 0.8 ERU. ERU equivalencies for any other connection will be determined by the City using the following formula:

$$(\text{flow in gpd} / 250\text{gpd}) \times [0.38 + 0.387 \times (\text{BOD in ppm} / 250\text{ppm}) + 0.233 \times (\text{TSS in ppm} / 250\text{ppm})] = 1 \text{ ERU (but not less than 1 ERU)}$$

Adopted by Resolution 09-2020

Effective January 1, 2021

Section 2. Resolution No. 06-2019 is hereby repealed and replaced by this Resolution.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

Passed by the City Council of the City of Cashmere, Washington this 23rd day of November 2020.

CITY OF CASHMERE

By: _____
James Fletcher, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Published in the Cashmere Valley Record December 2, 2020

Adopted by Resolution 09-2020
Effective January 1, 2021

Staff Summary

Date: 11/17/2020
To: City Council
From: Steve Croci
RE: Boulder Park Project

Biosolids generated at the wastewater treatment plant have been put to beneficial use through an agreement with Boulder Park Inc, and King County (parties). The parties meet the requirements of, and are approved by, the State to accept biosolids for beneficial use. Staff recommends continuing with this agreement.

Staff Recommendation:

MOVE to approve the contract with Boulder Park Inc. and King County and authorize the Mayor to sign documents.

BIOSOLIDS BENEFICIAL USE SERVICES FOR THE CITY OF CASHMERE AT THE BOULDER PARK PROJECT



TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS

| | | |
|------------|---|----|
| SECTION 1 | PURPOSE..... | 3 |
| SECTION 2 | BPI'S RESPONSIBILITIES..... | 4 |
| SECTION 3 | KING COUNTY'S REPSONSIBILITIES..... | 5 |
| SECTION 4 | JOINT BPI/KC'S RESPONSIBILITIES | 6 |
| SECTION 5 | GENERATOR'S RESPONSIBILITIES..... | 6 |
| SECTION 6 | TERMS OF CONTRACT | 7 |
| SECTION 7 | BASIS FOR PAYMENT | 7 |
| SECTION 8 | PRICE ADJUSTEMENTS..... | 8 |
| SECTION 9 | ADDITIONAL WORK..... | 9 |
| SECTION 10 | LIABILITY OF THE PARTIES..... | 9 |
| SECTION 11 | TRANSFER OF MANAGEMENT RESPONSIBILITIES..... | 9 |
| SECTION 12 | COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES..... | 9 |
| SECTION 13 | BIOSOLIDS QUANTITIES AND CHARACTERISTICS | 10 |
| SECTION 14 | INSURANCE | 10 |
| SECTION 15 | COORDINATION WITH THE GENERATOR'S TREATMENT PLANT | 12 |
| SECTION 16 | DAMAGES | 12 |
| SECTION 17 | TERMINATION OR CONTRACT SUSPENSION | 12 |
| SECTION 18 | RECORDS, REPORTS, AND MEETINGS | 13 |
| SECTION 19 | INDEMNIFICATION..... | 13 |
| SECTION 20 | DISPUTES UNDER THIS CONTRACT..... | 14 |
| SECTION 21 | SEVERABILITY | 14 |
| SECTION 22 | INDEPENDENT CONTRACTOR..... | 14 |
| SECTION 23 | FORCE MAJEURE..... | 15 |
| SECTION 24 | NON-WAIVER | 15 |
| SECTION 25 | ASSIGNMENT..... | 15 |
| SECTION 26 | NOTICES | 15 |
| SECTION 27 | ENTIRE CONTRACT; AMENDMENT | 16 |
| SECTION 28 | COUNTERPARTS; ELECTRONIC SIGNATURES | 16 |
| SECTION 29 | AUTHORITY | 16 |

ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT USE FEE RATE TABLE
- C: SPILL PREVENTION & RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil characteristics and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer. Regulations established two classes of biosolids: Class A, which has no detectable pathogens, and Class B, which is treated, but may have some detectable pathogens.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the Generator for the performance of services or Work under this Contract.

Generator: the city, town, district, municipal corporation or other entity or person who generates biosolids during the treatment of domestic sewage in a treatment works and has as one of its responsibilities the treatment, transport, use or disposal of biosolids. For purposes of this Agreement, the term Generator means the City of Cashmere.

Party or Parties: City of Cashmere (Generator), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the Generator, as applicable, and means that BPI, KC, or the Generator, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: A monetary value that the farmer agrees to pay BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of January 1, 2021 by and between the City of Cashmere, a municipal corporation, (hereinafter referred to as the "Generator"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The Generator, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Generator produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids in accordance with Chapter 173-308 WAC Biosolids Management and 40 CFR Part 503; and

WHEREAS, the Washington State Department of Ecology (Ecology) supports and encourages maximum beneficial use of biosolids per Chapter 173-308-010(2)(a); and

WHEREAS, the state of Washington recognizes biosolids as a valuable commodity and does not classify biosolids as solid waste per Chapter 173-308-060(1) and (2); and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Ecology for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids to lands for beneficial use; and

WHEREAS, the Generator desires to enter into this Contract with BPI and KC for (a) land application of the Generator's biosolids at the BPP, and (b) for the use of KC's equipment to apply the Generator's biosolids; and

WHEREAS, it is in the best interests of the environment, the public health, safety, and welfare of the citizens served by Generator, and the Generator, that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the Generator to purchase BPI's services, which shall include all work necessary for the beneficial utilization of the Generator's Class A or Class B biosolids (hereafter referred to as "biosolids") at the BPP and (b) to allow the Generator to pay a use fee for KC's biosolids application equipment for BPI to use in land application of the Generator's biosolids.

1.2 The further purpose of this Contract is to provide the Generator with a biosolids management and utilization option to complement the Generator's other biosolids management contracts. The Generator has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The Generator may provide the BPP with biosolids during the months of January through December to ensure year-round responsiveness.

1.4 The Generator will provide BPI with an estimated schedule of deliveries. The Generator in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the Generator's biosolids that have a total solids content of no less than ten (10) percent. Biosolids having a total solids content of less than 10 percent may be accepted at BPI's sole discretion and may be subject to additional charges for any additional work per Section 9.

1.6 All biosolids provided to the BPP by the Generator shall meet Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits); the pathogen reduction requirements of WAC 173-308-170; and, the vector attraction reduction (VAR) requirements of WAC 173-308-180. The Generator shall immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements described above.

A. The Generator shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP. Biosolids analysis data and documentation shall include at a minimum the following parameters:

- Part 503 Metals (arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc). Refer to WAC 173-308-160.
- Fecal Coliform. Refer to WAC 173-308-170.
- VAR. Refer to WAC 173-308-180.
- Nutrients (total Kjeldahl nitrogen, ammonia-nitrogen, phosphorus, potassium, sulfur).
- Percent total solids.

B. Biosolids that do not meet VAR requirements, and/or that do not have sufficient documentation, will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 7.2(D) of this contract.

1.7 Any material that fails to meet all requirements of WAC 173-308 for Class A or Class B biosolids classification cannot be accepted at the BPP for beneficial use and must be properly managed by Generator as solid waste or as determined by Ecology.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the Generator. Biosolids loaded into BPI's method of transport shall be considered accepted by BPI when the method of transport departs the Generator's site. These biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of biosolids loaded into BPI-furnished equipment at the Generator's site, to the location of ultimate disposition. All loads will be covered during transport;
- B. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping, and reporting;
- C. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;

- D. Payment of employees, subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);
- F. Ensure contracted haulers always have a current Spill Prevention & Response Plan in all trucks hauling the Generator's biosolids and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency. The Spill Prevention & Response Plan must meet the requirements of WAC 173-308-100(2). Attachment C of this contract includes a Spill Prevention & Response Plan that may be used;

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle and utilize the Generator's biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the Generator to maintain the highest reasonable image for such services. The Generator shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the Generator's biosolids. The Generator and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the Generator's biosolids.

2.5 BPI shall be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site.

2.6 BPI shall inform its personnel and/or any subcontractors that biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling or being in contact with biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

3.1 Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the Generator's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;

3.2 Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Use Fee Table provided as Attachment B and is incorporated by reference as if fully stated herein;

3.3 Regularly communicate with BPI regarding daily project activities and perform routine site inspections;

3.4 Calculate application rates based on the Generator's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

3.5 Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8 of this Contract;

3.6 Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the Generator when periodic changes are made; and

3.7 Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the Base Unit Price for biosolids management as described in Section 7.2 of this Contract. Upon request, BPI and KC shall provide the Generator with current copies of all permit applications, permits, registrations, records, and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The Generator's review of such documents is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the Generator's service area.

SECTION 5 GENERATOR'S RESPONSIBILITIES

Generator shall:

5.1 Provide timely communication of any significant variation in biosolids quantities to be delivered;

5.2 Scale and record wet tons of biosolids loaded into the contractor's biosolids hauling equipment at the Generator site to document the tonnage of biosolids being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. If the Generator does not have access to a certified scale, the Generator will work with BPI to locate a certified scale where tonnage can accurately be weighed and recorded as presented in Section 7.1(A) of this contract;

5.3 Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;

5.4 Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;

5.5 Provide and or approve for use a Spill Prevention & Response Plan as required under WAC 173-308-100(2) and as provided in Attachment C. Ensure the contracted hauler has a current copy of the Spill Prevention & Response Plan in trucks hauling the Generator's biosolids at all times and before leaving the Generator's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;

5.6 Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC

to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the Generator's biosolids do not meet any of the requirements in Section 1.6;

- 5.7 Pay BPI and KC the amounts set forth in Sections 7, 8 and 9 of this Contract; and
- 5.8 Not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above to December 31, 2024. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the Generator.

6.2 BPI's and KC's obligations and responsibilities shall commence upon full execution of this Contract.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the Generator's treatment plant to BPI's designated application sites.

- A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the Generator. BPI shall be responsible for identifying certified scales and proposing scales to the Generator for acceptance if a certified scale is not available at the Generator's site. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the Generator prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the Generator prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the Generator's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported as outlined below. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

- A. For "wet" material loaded directly into trailers provided by BPI, the Generator will pay BPI a Base Unit Price at the rate of \$48.90 per wet ton (2020 dollars) for authorized materials accepted and/or services, satisfactorily performed, including the KC equipment use fee, as set forth in Attachment B. The Base Unit Price includes \$3.40 plus \$0.26 Tax [at Mansfield rate of 7.7%] for King County equipment, hereinafter called the "Equipment Use Fee", \$11.55 for BPI Operations Fee per wet ton (2020 dollars), and a Transportation Fee of \$33.69 [includes leaving trailer on site] per wet ton (2020 dollars).
- B. For "dry" material loaded from the Generator's drying pad into trailers provided by BPI, the Generator will pay BPI a Base Unit Price at the rate of \$42.95 per wet ton (2020 dollars) for authorized materials accepted and/or services, satisfactorily performed, including the KC equipment use fee, as set forth in Attachment B. The Base Unit Price includes \$3.40 plus \$0.26 Tax [at Mansfield rate of 7.7%] for King County equipment, hereinafter called the "Equipment Use Fee", \$11.55 for BPI Operations Fee per wet ton (2020 dollars), and a Transportation Fee of \$27.74 per wet ton (2020 dollars).

- C. Biosolids that do not meet VAR requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges at the rate of \$8.93 per wet ton (2020 dollars).

7.3 BPI will submit a quarterly statement to KC that clearly shows the Generator's tons applied, the site, and the month application occurred. After receipt and verification of the statement KC will submit an invoice to BPI for payment of the KC Equipment Use Fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The BPI Base Unit Price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all transportation costs, materials, application equipment use fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The BPI Base Unit Price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the Generator. Requests for any such change are to be made in writing to the Generator. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 At the end of the calendar year, BPI will pay the Generator \$7.50 per dry ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

SECTION 8 PRICE ADJUSTMENTS

8.1 Price adjustments may be made for changes of law or regulatory requirements based on documented cost increases or decreases, or tax increases. The Generator has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the Generator feels such increases are excessive.

8.2 Annual Adjustments for the Base Unit Price, except the Equipment Use Fee portion, will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwura423sa0]

8.3 The Equipment Use Fee will remain fixed throughout the contract term, unless KC acquires and/or uses equipment not listed in Attachment B. In that case, KC shall modify Attachment B and the BPI Base Unit Price accordingly.

8.4 There will be a fuel surcharge included with the submitted monthly billing defined in Section 7.2 based on an average of the actual diesel fuel costs per gallon paid by BPI, or their subcontractor, in excess of four dollars (\$4.00) per gallon. For the purpose of calculating this surcharge, BPI and the Generator agree that the surcharge will be based on 100 gallons of diesel fuel used per load transported

to BPI. The amount of the fuel surcharge will be verified from copies of actual bulk diesel fuel purchase invoices for fuel deliveries to BPI, or their subcontractor, during the affected month.

SECTION 9 ADDITIONAL WORK

Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the Generator requires additional work, it may request BPI in writing to do the additional work at the Base Unit Price (as described in Section 7), or it may request BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the Generator shall be at BPI's sole expense.

SECTION 10 LIABILITY OF THE PARTIES

10.1 BPI, KC, and Generator accept the risks and resulting liabilities of beneficially using biosolids on agricultural lands. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater or surface water
- Odor issues at the site and mitigating them for surrounding neighbors
- Human health impacts
- Impacts to crops, vegetation or livestock

10.2 BPI shall be responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the Generator's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6.

10.3 Generator shall be responsible for compliance with all federal and state laws applicable to generators of biosolids and for compliance with all requirements set forth in this Contract.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the Generator's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the *Biosolids Management Guidelines for Washington State* published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the Base Unit Price.

12.6 The Generator will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Generator shall also provide BPI and KC with any results of additional testing performed by the Generator, at no cost to BPI and KC, when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The Generator may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsections 5.2 and 5.4. The Generator will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The Generator is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The Generator certifies and affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the Generator's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 **Commercial General Liability.** \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 **Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 **Other Insurance Provisions.** The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:
 - (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The Generator shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the Generator in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
 - (ii) Each Parties' insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with the Parties' insurance or benefit the Party in any way.
 - (iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self=Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the Parties, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the Parties.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after final execution date of Contract. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Generator, then the Generator may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the Generator.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE GENERATOR'S TREATMENT PLANT

The Generator will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The Generator will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

Except as otherwise provided in this Contract should BPI fail to commence or continue performance of this Contract after the date of final execution of this Contract, BPI shall reimburse the Generator for the actual costs incurred by the Generator until other satisfactory arrangements for management of Generator's biosolids up to the remaining term of this Contract can be implemented. The Generator shall have the right to deduct such costs or damages from any amount due, or that may become due BPI. The Generator agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason or no reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the Generator, BPI shall account for the same and handle it in the manner the Generator directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment;
- (E) failure to provide continuous and solvent business operations;
- (F) failure or delay in making any required payments.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.2.1 In the event the Generator believes BPI is in default, the Generator may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the Generator, BPI shall submit to the Generator a written detailed plan describing the actions required to achieve compliance that is subject to the Generator's approval.

17.2.2 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The Generator shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the Generator and shall be made available upon request to the Generator:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the Generator shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The Generator shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the Generator access to perform said inspections.

18.4 The Generator and KC shall maintain records per all applicable state and federal laws. Each Party shall have the right during reasonable business hours to inspect the records of the other Parties.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the Generator and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the Generator, or BPI, the Generator, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the

Generator, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the Generator, or KC, the Generator, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The Generator agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract, the Generator's breaches of this Contract, or the Generator's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the Generator and BPI or the Generator, KC, and BPI, the Generator's defense and indemnification obligations under this section shall be limited to the extent of the Generator's negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The defense and indemnification obligations under this section shall survive the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other Parties.

SECTION 23 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties "Force Majeure," then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom. Force Majeure does not include the Generator's financial inability to pay the required payments set forth in this Contract.

SECTION 24 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 25 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 26 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

Name Steve Croci, Director of Operations
Address City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513
(509) 433-2072
steve@cityofcashmere.org

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager
Address: Boulder Park, Inc.
P.O. Box 285, Mansfield, WA 98830
(509) 683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
201 S. Jackson Street, #KSC-NR-0512, Seattle, WA 98104
(206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 27 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

SECTION 28 COUNTERPARTS; ELECTRONIC SIGNATURES

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed using electronic signatures.

SECTION 29 AUTHORITY

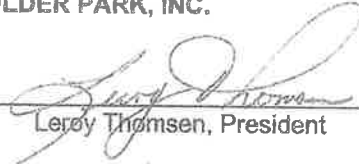
The undersigned represents that they are fully authorized to enter into this Contract on behalf of the Party for whom they sign. Upon full execution of this Contract, this Contract shall be binding on each Party. Each Party has had the opportunity to review this document with an attorney of their choice.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the date set forth below.

CITY OF CASHMERE

BOULDER PARK, INC.

By _____
Jim Fletcher, Mayor

By 
Leroy Thomsen, President

Date _____

Date 11/05/2020


KING COUNTY

DocuSigned by:
Mark Isaacson
CD09B21B45EF482

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:


Verna Bromley, Sr. Deputy Prosecuting Attorney

11/6/2020
Date

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Roles and Responsibilities (Douglas County)

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.

Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.

- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures.
Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants.

Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.

- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations.
Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs.
Product: Review GIS site maps; fairly level, accessible sites.
- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time.
Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems.
Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager.
Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.

- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner

- Responsible for organizing and managing Boulder Park, Inc.
- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage)

- Responsible for timely incorporation of all applied biosolids after application.
- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

WSU Cooperative Extension, Research Scientist

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.
- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project

storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.

- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT USE FEE TABLE
For Boulder Park Biosolids Land Application Project

Attachment B

| Asset ID# | Description | Purchase Price | Use Life Of Asset | Residual Value of Asset ¹ | Deprec. Value | Annual Deprec. ² |
|---|--|----------------|-------------------|--------------------------------------|---------------|-----------------------------|
| EWT077 | 2006 Kenworth T800 Tractor | \$120,000 | 20 | \$50,000 | \$70,000 | \$3,500 |
| EWT054 | 1999 Kenworth T600 Dump Truck | \$120,000 | 20 | \$25,000 | \$95,000 | \$4,750 |
| EWT01 | 2014 Randco RTT8000 Water Tanker | \$83,000 | 15 | \$10,000 | \$73,000 | \$4,867 |
| EWG003 | 2006 Poor Boys Grader w/12'6" rake | \$22,000 | 15 | \$4,000 | \$18,000 | \$1,200 |
| EWS017 | 2015 Chevy Suburban | \$40,000 | 8 | \$10,000 | \$30,000 | \$3,750 |
| EWT140 | 2019 Ford F550 PU with service box | \$89,000 | 8 | \$15,000 | \$74,000 | \$9,250 |
| EW266 | 2016 Ford F350 4x4 Pickup w/snow plow | \$50,000 | 7 | \$10,000 | \$40,000 | \$5,714 |
| EW261 | 2015 Ford F250HD Crew Cab 4X4 | \$40,000 | 7 | \$10,000 | \$30,000 | \$4,286 |
| EWL007 | 2017 JD644K Hybrid Loader w/5yd bucket | \$252,000 | 8 | \$50,000 | \$202,000 | \$25,250 |
| EWFT21 | 2019 STX375 Case/IH 4WD Tractor | \$325,000 | 8 | \$90,000 | \$235,000 | \$29,375 |
| EWG002 | 2003 Cat 120H Road Grader | \$110,000 | 20 | \$50,000 | \$60,000 | \$3,000 |
| EWTE02 | 2003 John Deere Subsoiler, 915 Ripper | \$20,000 | 20 | \$3,000 | \$17,000 | \$850 |
| EWSA31 | 2018 West Pt. Spread-All | \$60,000 | 5 | \$8,000 | \$52,000 | \$10,400 |
| EWSD03 | 2018 HD Burma Vertical Distributor | \$18,000 | 5 | \$500 | \$17,500 | \$3,500 |
| EWTR69 | 1993 Witzco Challenger lowboy trailer | \$17,820 | 30 | \$5,000 | \$12,820 | \$427 |
| EWUV12 | 2014 Polaris Ranger Quad (w/ Soil Sampler) | \$14,300 | 12 | \$4,000 | \$10,300 | \$858 |
| EWFO26 | 2015 Clark Forklift Model C30 | \$25,000 | 20 | \$10,000 | \$15,000 | \$750 |
| Operating | Major Equipment Repair, 5-yr AVG | \$35,000 | @35% | \$0 | \$0 | \$12,250 |
| Operating | Tire & Tube Repairs, 5-yr AVG | \$15,000 | @35% | \$0 | \$0 | \$5,250 |
| Operating | Water, Road Maintenance, AVG | \$10,000 | @35% | \$0 | \$0 | \$3,500 |
| Total Annual Depreciation and Ops | | | | | | \$132,727 |
| Equipment rate/applied ton ³ | | | | | | \$3.00 |
| KC staff rate/applied ton | | | | | | \$0.40 |
| Pre-tax Equipment Use Fee ⁴ | | | | | | \$3.40 |
| Local Tax Rate @ 7.7% | | | | | | \$0.26 |
| Total Equipment Use Fee | | | | | | \$3.66 |

¹ Residual Value means estimated amount that owner would earn by disposing asset, less disposal costs.

² Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

³ Applied ton based on 2019 total of Other Generators WT applied at the Boulder Park Project BUF.

⁴ Total Equipment Use Fee is to remain fixed through contract term except as allowed in Section 8.3 of this Contract.

SPILL PREVENTION/RESPONSE PLAN

**Submitted as an attachment to the *Application for Coverage*
*Under the General Permit for Biosolids Management***

**Submitted by:
Boulder Park Inc.**



2020

TABLE OF CONTENTS

| | |
|---|----|
| INTRODUCTION | 1 |
| PRIMARY SPILL RESPONSE CONTACTS | 1 |
| ROUTE TRAVELLED | 1 |
| SPILL PREVENTION MEASURES | 1 |
| SPILL RESPONSE EQUIPMENT | 2 |
| SPILL RESPONSE MEASURES | 2 |
| SPILL RESPONSE CONTACTS: | 3 |
| Boulder Park, Inc. | 3 |
| Department of Ecology Spill Response Team | 3 |
| Department of Ecology Biosolids Coordinators | 3 |
| Local health Departments & Districts | 4 |
| Department of Transportation | 5 |
| Department of Natural Resources | 6 |
| United States Forest Service, Pacific Northwest Region 6 | 7 |
| Department of Fish & Wildlife | 7 |
| ATTACHMENT 1: ROUTES TRAVELLED | 8 |
| Routes from Western WA sources located <i>south</i> of Seattle | 9 |
| Routes from Western WA sources located <i>north</i> of Seattle | 11 |
| Routes from Eastern WA sources located east of Mansfield near Spokane | 14 |
| Routes from Central WA sources located <i>south</i> of Mansfield | 15 |
| Routes from Central WA sources located <i>north</i> of Mansfield | 17 |
| ATTACHMENT 2: PRIMARY RESPONSE CONTRACTOR LIST | 18 |

INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its sub-contractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at #8 Airport Way, Mansfield, WA 98830. In addition, BPI may transfer biosolids during routine, daily operations from one field to another field when product overages occur and remaining biosolids must be relocated. Typically, these biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

- 1) **9-1-1 for injury accidents and accidents involving other vehicles or property**
- 2) **Dave Ruud, BPI at (509) 669-3775 (cell), (509) 683-1142 office**
- 3) **Peter Severtson, Department of Ecology at (509) 379-4737 (cell)**
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) **Your company dispatcher or company contact for emergencies**

Refer to pages 3 - 7 for additional contact information.

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To minimize the possibility of spills, BPI has implemented the following measures:

- All vehicles are regularly inspected and serviced.
- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Drivers attend a “Defensive Driving” course at least every 3 years.

- Loads are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be “leak-proof” upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers consult the Washington State Department of Transportation’s website during times of possible inclement weather.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and its sub-contractors equip biosolids transportation vehicles with the following items:

- A copy of the most current *Spill Prevention/Response Plan*.
- A cell phone.
- Gloves and boots.
- Hazard flares.
- Reflective traffic cones.
- A shovel.

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids.
- If the spill is large, contact the Department of Ecology’s Spill Response Team.
- If the spill is large, contact BPI dispatcher to have them contact a local excavation or pumping company to excavate or pump all biosolids and place back into the hauling truck.
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office.

- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the biosolids coordinator at the Department of Ecology's Southwest Regional Office as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.
 - The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
 - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- Contact the applicable biosolids coordinator at the Department of Ecology region where the spill occurs as soon as possible, but not more than 24 hours following the spill.
- Contact the appropriate staff at the local health department in the county where the spill occurs.
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office.
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office.

579

SPILL RESPONSE CONTACTS CONTACT INFORMATION UPDATED OCTOBER 2015

Boulder Park Inc.

- *Dave Ruud, Operations Manager:* (509) 669-3775 cell, (509) 683-1142 office
- Alternative phone numbers:
 - Randy Davidson, BPI Lead (509) 668-0388 cell
 - Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Spill Response Team:

- Central Regional Office: (509) 575-2490
- Eastern Regional Office: (509) 329-3400
- Northwest Regional Office: (425) 649-7000
- Southwest Regional Office: (360) 407-6300

Report a spill — call 1-800-OILS-911 (1-800-645-7911)



Boulder Park Project

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737
- Betty Ann Bickner, Eastern Region: (509) 329-3505
- Amber Corfman, Northwest Region: (360) 255-4406
- Shawnte Greenway Southwest Region: (360) 407-6055

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Benton-Franklin County Health Department: (509) 460 4200 Kennewick, (509) 547-9737 Pasco
- Chelan-Douglas Health District: (509) 886-6400 or (509) 886-6499 after-hours.
- Grant County Health District: (509) 766-7960 or (509) 398-2083 after-hours.
- King County Public Health Department: (206) 296-4600 or (800)-325-6165
- Kittitas County Health Department: (509) 962-7515.
- Lincoln County Health Department: (509) 725-1001 or (509) 725-2501
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500, (800) 992-2456
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Skagit County Health Department: (360) 416-1555
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500



Department of Transportation Regional Offices:

- Northwest Region: (206) 440-4000.
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600.
- South Central Region: (509) 577-1600
- Eastern Region: (509) 324-6000



Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631
- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000



ATTACHMENT 1

ROUTES TRAVELED

BPI and its sub-contractors utilize the following route options to haul biosolids to Boulder Park Project BUF land application project sites for the following participants:

In the event of road closures for extended periods or emergencies haul trucks may utilize other public roads to get over the mountains including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes are attached.

- Routes from Western WA sources located *south* of Seattle
- Routes from Western WA sources located *north* of Seattle
- Routes from Eastern WA sources located east of Mansfield near Spokane
- Routes from Central WA sources located *south* of Mansfield
- Routes from Central WA sources located *north* of Mansfield

Routes from Western WA sources located *south* of Seattle:

Option #1: I-5 North from Olympia to SR-18 East to I-90 East to US 970 to US-97 North to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 240 miles.



Option #2: I-5 North from Olympia to SR-18 East to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 268.4 miles.



Option #3: I-5 N to WA-18 E to I-90 E to US 970 to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 202 miles.



Routes from Western WA sources located north of Seattle:

Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 248 miles.



Option #2: WA-203 N to US-2/ US-2 E/US-97 N to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 169 miles.



Option #3: I-5 S to I-405 S to I-90 Et to US 970 to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.

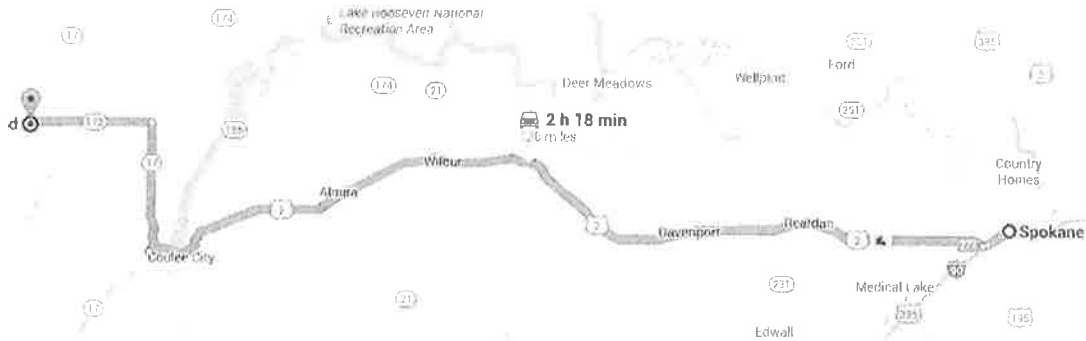


Option #4: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.



Routes from Eastern WA sources located east of Mansfield near Spokane:

Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.

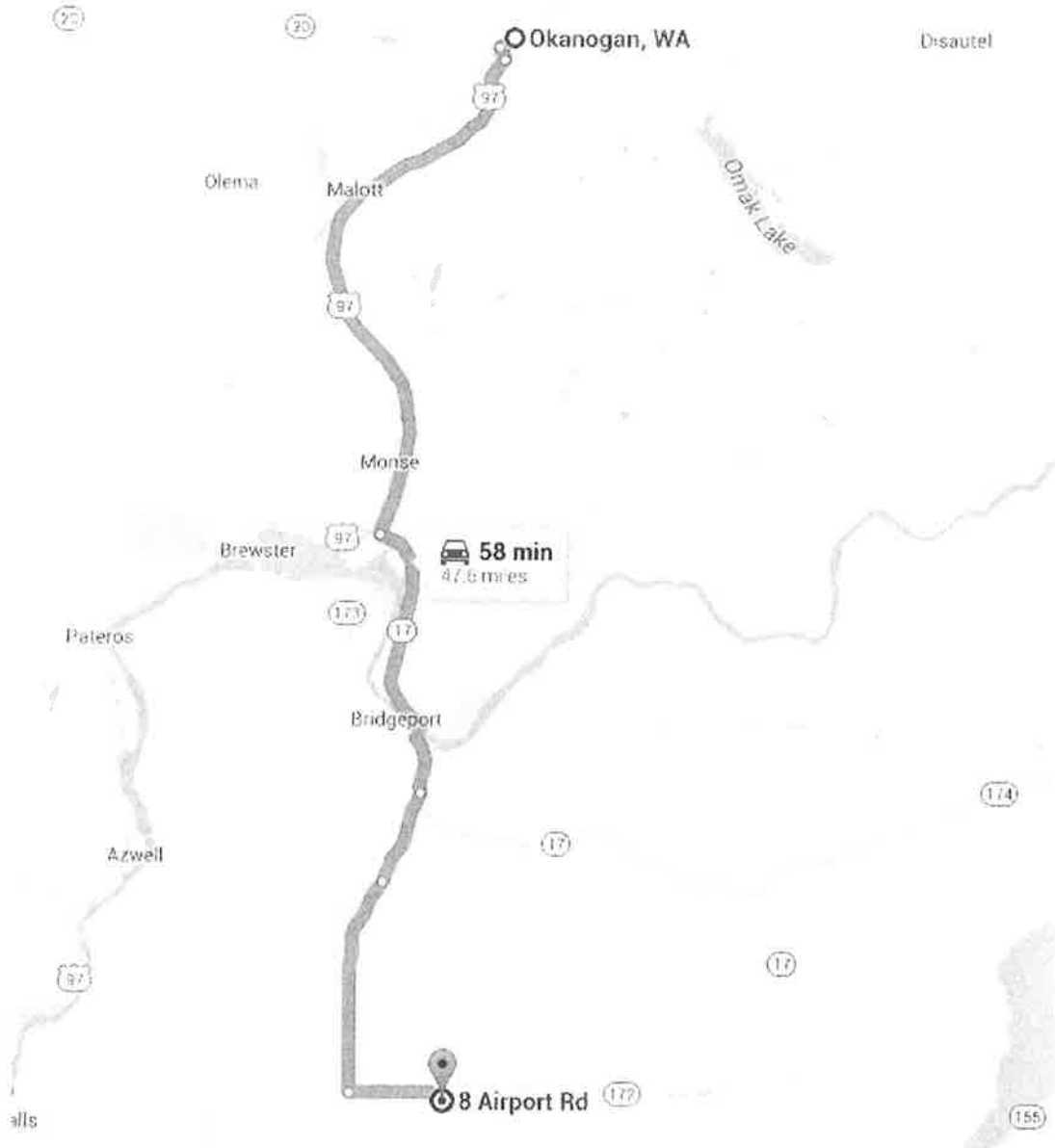


Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.



Routes from Central WA sources located north of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology. (Source: <https://ecology.wa.gov/Regulations-Permits/Plans-policies/Contingency-planning-for-oil-industry/Primary-response-contractors>)

State-approved primary response contractors

These approved primary response contractors may be listed in oil spill contingency plans.

| | | |
|--|---|---|
| <u>Able Clean-up Technologies, Inc.</u> 4117 E. Nebraska Ave. Spokane, WA 99217 509-466-5255 Expires 12/10/2021 | 360-423-6315 Expires 06/13/2021 | 425-252-1300 Expires 04/24/2021 |
| <u>Big Sky Industrial</u> 9711 W. Euclid Road Spokane, WA 99224 509-624-4949 Expires 12/10/2021 | <u>Clean Harbors Environmental</u> 12404 SE Jennifer St. Clackamas, OR 97015 800-645-8265 Expires 08/14/2020 | <u>NRC Environmental Services</u> 9520 - 10th Ave. S., Suite 150 Seattle, WA 98108 206-607-3000 Expires 03/20/2022 |
| <u>Clean Rivers Cooperative, Inc.</u> 200 SW Market, Suite 190 Portland, OR 97201 503-220-2040 Expires 05/09/2021 | <u>Focus Wildlife</u> PO Box 944 Anacortes, WA 98221 800-578-3048 Expires 09/09/2023 | <u>PRO-ENVIRO Motor Vehicle Spill Response</u> 420 H St. NW, Suite C Auburn, WA 98001 253-245-5455 Expires 3/23/2023 |
| <u>Cowlitz Clean Sweep, Inc.</u> (CCS) 55 International Way Longview, WA 98632 | <u>Global Diving and Salvage</u> 3840 W. Marginal Way SW Seattle, WA 98106 206-623-0621 Expires 5/22/2023 | <u>Tidewater Barge Lines/Tidewater Terminal Company</u> 6305 NW Old Lower River Road Vancouver, WA 98660 800-562-1607 Expires 12/10/2021 |

(List added to Spill Prevention & Response Plan on 10/10/2020.)



King County

Office of Risk Management Services
Department of Executive Services
500 Fourth Ave #320
Seattle, WA 98104
(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE April 1, 2020 – April 1, 2021

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group

Staff Summary

Date: 11/17/2020
To: City Council
From: Steve Croci
RE: Chase Street Sewer Line Repair

During the emergency repair of the Division Street hill sewer line repair another hole in the sewer line was noticed on Chase Street. The sewer leak on Chase Street were/are part of the problem with the leak at Division Street hill and need to be repaired promptly. Quotes for the repair were received from Pipkin Construction (\$22,279.00 plus tax), Smith Excavation (\$16,500 plus tax) and Allied Plumbing (\$15,285.91 tax included). Staff recommends selecting Allied Plumbing because they are the lowest price and utilize the least invasive method to fix the problem.

Staff Recommendation:

MOVE to approve the contract with Allied Plumbing and authorize the Mayor to sign documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: Chase Street sewer line repair

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and, Allied Plumbing and Pumps (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties".

In consideration of the terms and conditions contained herein, the City and Contractor agree as follows:

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, Current Edition (hereinafter "WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City's Scope of Work and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$15,285.91.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 20 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 30 calendar/working days from the date of issuance of the notice to proceed by the City or by December 23, 2020.
- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the 2016 WSDOT

Standard Specifications for each and every working day that Project Work remains uncompleted.

- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.
- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.
- E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

APPROVED the _____ day of _____, 2020 by the City Cashmere, Washington.

(James Fletcher, Mayor)

Address:

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

APPROVED the 17th day of Nov, 2020 by the contractor

(Signature)

Tyler Allan Owner
(print Name and Title)

Contractor, Address and Phone Number:

Allied
2131 N Wenatchee Ave
Wenatchee WA 98801
(509) 682-4700



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

Chase Street Sewer Repair

CONTACT INFORMATION:

Bruce Germain is the designated contact person for questions related to this request for quotes. He may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA 98815 or by phone 509-782-3513 office or 509-668-3416 mobile.

SCOPE OF WORK:

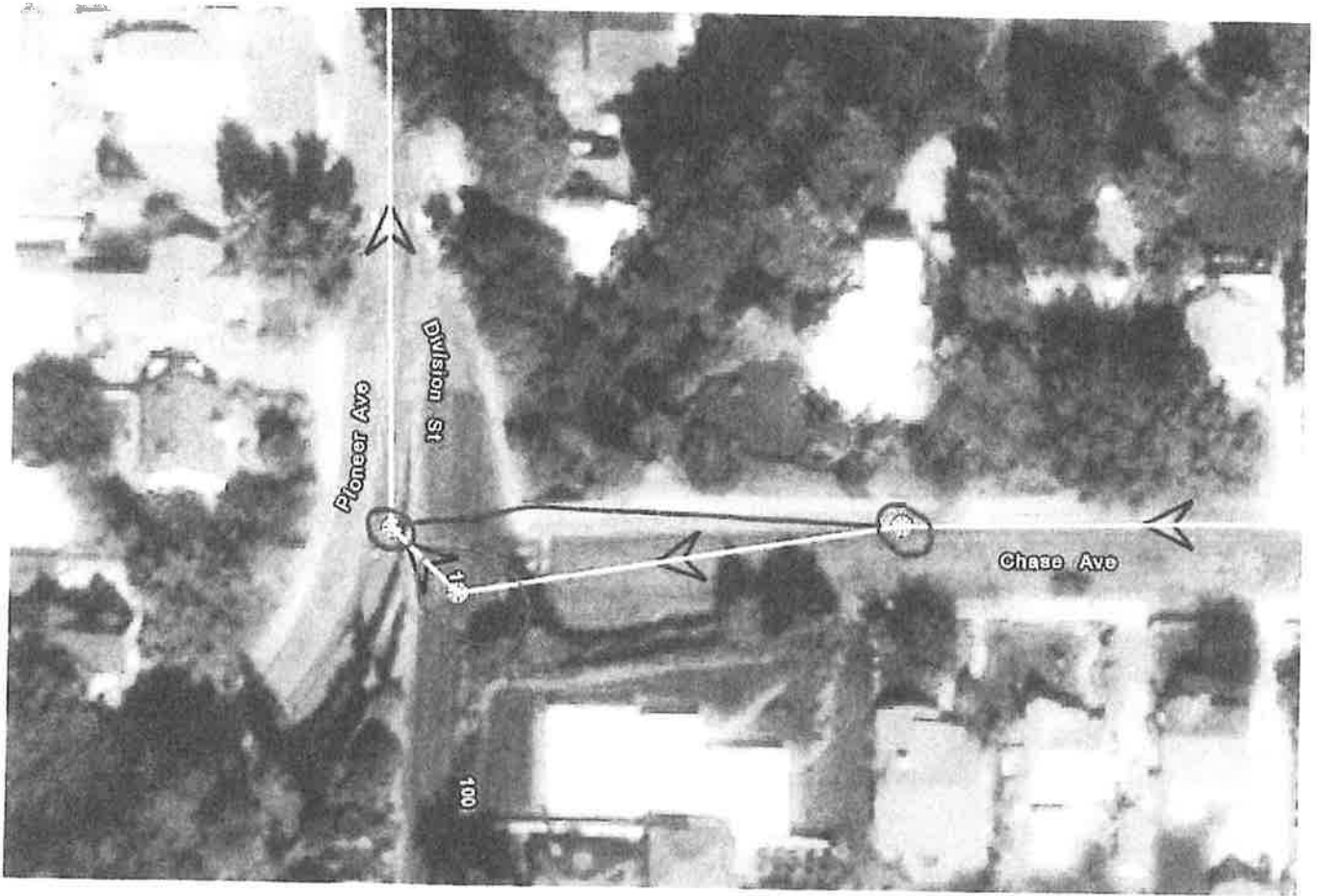
- All work shall be completed in accordance with the current edition of the Washington State Department of Transportation Standard Specifications and Standard Plans.
- Coordinate traffic control with the City of Cashmere.
- Repair four-foot section of six-inch sewer line starting at manhole at the Division and Chase Street intersection.
- Connect lateral line to the six-inch mainline.
- Install and operate sewer bypass line in the work area.

LICENSE & REQUIREMENTS:

- Quote shall include City of Cashmere sales tax as applicable.
- Contractor must be on the MRSC Small Works Roster
- Contractors must have a Cashmere business license
- All measurements and quantities to be verified by contractor
- **Work to be completed before December 23, 2020.**

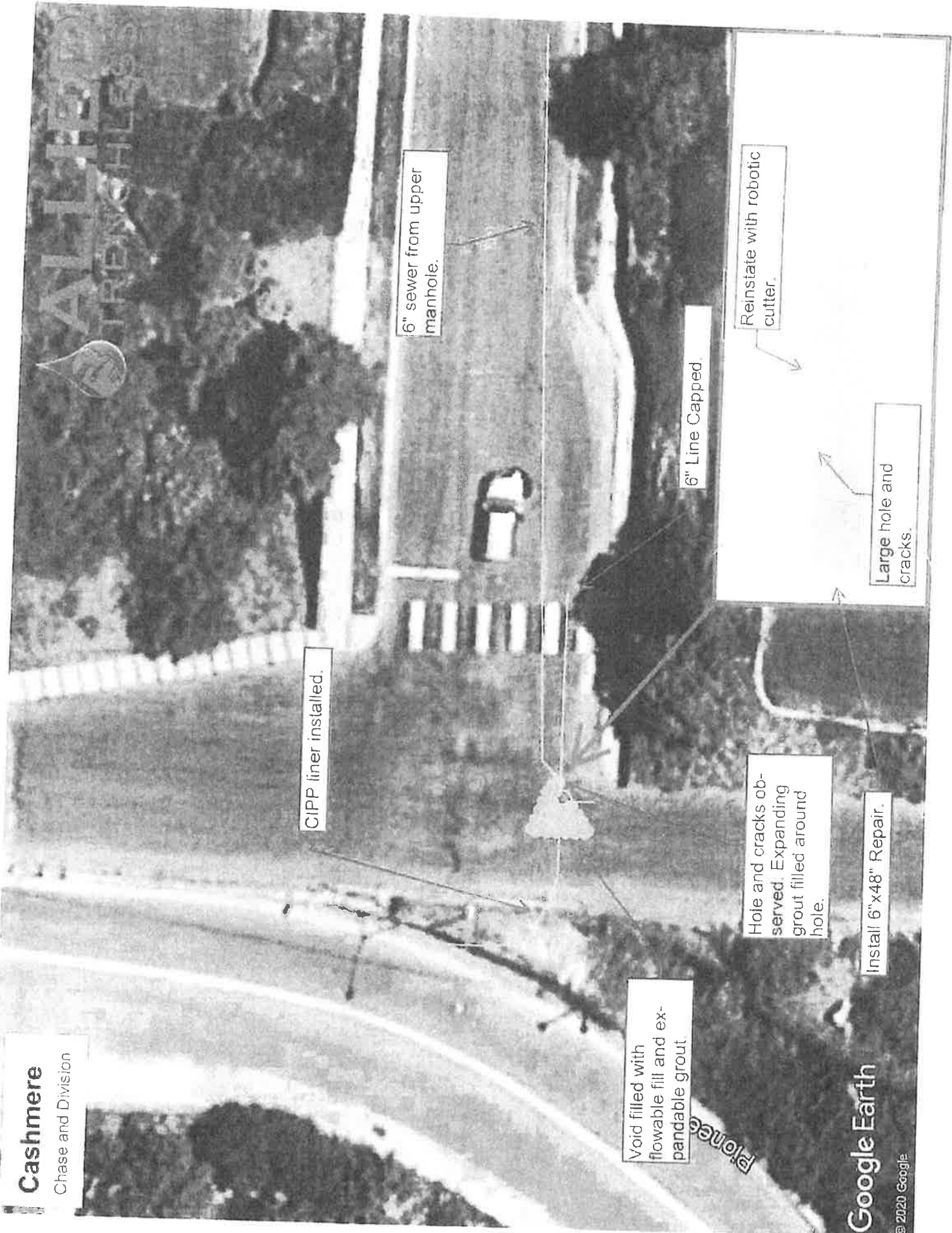
PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS:

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements.



Chase Street sewer line repair location map.

- Yellow lines are sewer lines.
- Yellow circles are manholes.
- Brown line is bypass system.
- Red circle is the work area.



CIPP liner installed.

6" sewer from upper manhole.

Void filled with flowable fill and expandable grout.

6" Line Capped

Hole and cracks observed. Expanding grout filled around hole.

Reinstate with robotic cutter.

Install 6" x 48" Repair.

Large hole and cracks.