

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND  
THE CITY OF BONNEY LAKE, WASHINGTON FOR THE COORDINATION  
OF COOPERATIVE WASTEWATER SERVICES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into this 23rd day of January 2024 by and between the City of Bonney Lake, a municipal corporation of the State of Washington (“Bonney Lake”) and the City of Sumner, a municipal corporation of the State of Washington (“Sumner”) (collectively “Parties” or individually a “Party”) for the purposes set forth herein.

**Whereas**, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, the Cities of Bonney Lake and Sumner, the parties to this Agreement, may contract with one another to perform government functions or services; and

**Whereas**, in 1977, Bonney Lake, Pierce County, and South Hill agreed to develop a regional sewerage system, with Bonney Lake overseeing the project. The EPA approved the Facility Plan in 1977 and Addendum III in 1979, expanding the Sumner Wastewater Treatment Facility (WWTF). An interlocal agreement adopted in 1979 involved construction and management of the WWTF, with Sumner responsible for sewage treatment; and

**Whereas**, in 1984, the parties executed a Contract for WWTF expansion and operation, resulting in joint capacity ownership. The Phase I expansion of the WWTF increased approved sewage treatment capacity from 1.2 MGD average daily flow and 3.0 MGD peak flow to 1.42 MGD average daily flow and 3.56 MGD peak flow; and

**Whereas**, in 2002, Bonney Lake signed a Sanitary Sewer Transfer Agreement for the transfer of specific portions of the Pierce County Sewer Service Area and facilities to Bonney Lake, including capacity ownership in the expanded Sumner Treatment Plant; and

**Whereas**, an intergovernmental agreement (Phase I agreement) was executed in 2002 between Sumner and Bonney Lake for further WWTF expansion. The 2002 Agreement established guidelines for managing, financing, and sharing costs during WWTF improvements, resulting in an average daily capacity increase to 4.6 million gallons per day, shared equally by Bonney Lake and Sumner. Two reconciliations under Section 2.0 of the 2002 Agreement have led to Bonney Lake transferring funds to Sumner; and

**Whereas**, in 2010, the State of Washington Department of Ecology mandated Sumner to plan for increasing WWTF capacity, leading to the Phase II Expansion which increased average daily capacity to 6.1 MGD; and

**Whereas**, after reviewing previous WWTF contracts, the parties adjusted the shared average daily capacity to 2.8 MGD assigned for Sumner and 3.3 MGD assigned for Bonney Lake. Both Cities secured a \$4.7 million loan commitment each from the 2012 Public Works Trust Fund of Washington State for executing the Phase II Expansion; and

**Whereas**, in 2021, the Washington Department of Ecology delegated Pretreatment Program administration responsibility to the WWTF. As per the 2012 Intergovernmental Agreement, the Parties committed to adopting the Sumner WWTF Pretreatment Program rules upon receiving the delegation order. Now, the Parties seek to enter into an Agreement for program implementation and enforcement; and

**Whereas**, Sumner holds National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA-0023353 for this facility with Bonney Lake listed as a contributing jurisdiction; and

**Whereas**, the parties desire to enter into this Agreement for the primary purpose of providing for the continued treatment and disposal of sanitary sewage generated in the regional area covered by this Agreement and to provide for the enhancement and expansion of the WWTF to accomplish that purpose;

**Now, therefore**, pursuant to RCW Chapter 39.34 in consideration of the term's mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **Purpose and Scope.** This Agreement addresses how the parties shall manage and share costs for the joint provision of regional wastewater treatment services to the Wastewater Treatment Facility Plan Service Area, defines the respective capacity ownership shares of each party, and describes how the amount of those shares may change in response to future demands.
2. **Definitions of Terms.** The following words and phrases used in this Agreement shall have the following meaning:
  - B. **Administrative Lead.** Agency responsible for the coordination, administration, and management of this Agreement.
  - C. **Annual Joint Facility Report.** An annual report made available to each agencies constituents that includes metrics illustrating each party's percent usage based on the previous year's loading data in terms of Flow, BOD and TSS. The report shall include annual sewer expenditures expressed as a percentage of wastewater treatment costs and each agencies separate collection system costs.
  - D. **Agreement.** Means this Interlocal Agreement Between the City of Sumner and the City of Bonney Lake, Washington for Cooperative Wastewater Services.
  - E. **Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).
  - F. **Capacity Ownership.** The amount of total flow, total BOD, and total TSS assigned to each party as outlined in 5.A below.
  - G. **Capacity Ownership Percentage.** Each Party's share of WWTF loading limit for total flow, total BOD, and total TSS expressed as a percentage.

- H. **Capacity Usage.** The amount of actual total flow, total BOD, and total TSS received by the WWTF from each Party.
- I. **Capacity Usage Percentage.** Each Party's actual total flow, total BOD, and total TSS received by the WWTF from each Party expressed as a percentage of total daily concentrations of each pollutant received at the WWTF.
- J. **Collections.** A series of pipes, manholes, lift stations, and other devices that transport used water from residential and non-residential customers to a treatment plant.
- K. **Compliance Improvements.** Any WWTF upgrades or improvements required to achieve compliance with newly established, or more restrictive, conditions within the WWTF NPDES Permit.
- L. **Contributing Jurisdiction.** The City of Bonney Lake, a City who is authorized by law to provide a system of sewers for the collection and transmission of wastewater delivered to the WWTF.
- M. **Control Authority.** The City of Sumner, as the Owner of the WWTF, who administers and manages the overall affairs of the WWTF, including treatment operations and without limitation the administration of the Pretreatment Regulations.
- N. **Clean Water Act.** The Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- O. **Future Expansion.** Any WWTF upgrades or improvements initiated to accommodate increased Capacity Ownership from either Party.
- P. **Fats, Oils, and Grease.** Components of wastewater that are able to be measured by the methods described in the current edition of Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.
- Q. **Inflow and Infiltration.** Excess water that flows into sewer pipes from groundwater, through holes, cracks, joint failures, and faulty connections existing in the collection system, and from stormwater from roof drains, foundation drains, storm drain cross-connections, or through holes in manhole covers.
- R. **Indirect Cost Assessment.** No less than every five years, the City of Sumner shall update its Indirect Cost Assessment model. A charge, consistent with the most recent model as adjusted annually to reflect inflation, will be shown on each quarterly billing and will be presented during each quarterly Joint Advisory Committee meeting that is inclusive of the following: overhead costs for WWTF administration and management, including but not limited to, services provided by Sumner's Admin Services, Finance, Legal, HR, and Engineering staff that relate directly to the processing of and compliance with the obligations outlined in this Agreement.
- S. **Joint Advisory Committee.** The committee responsible for providing input related to the administration of this Agreement.
- T. **Joint Facility.** The WWTF serving Sumner and Bonney Lake.
- U. **Joint Facility Major Operating Expenses.** Any expenses to the WWTF, not limited to, equipment, maintenance, replacement, necessary purchases, over \$100,000, necessary for the continued and routine operations of the WWTF.

- V. **Capital Improvements.** Any upgrades that improve the routine operations of the WWTF, with a useful life of two or more years.
- W. **Joint Facility Operations and Maintenance.** WWTF expenditures, supported by data on cost allocation, including but not limited to:
  - 1. Operating Transfers: IT, Equipment Reserve.
  - 2. Operations and Maintenance Costs: Salaries for treatment plant staff, Professional Services, Communication, Insurance, Public Utility Services (Power and Gas), Repairs, Maintenance, necessary Replacement, Training, and Indirect Cost Assessment.
- X. **Joint Facility Operations and Maintenance Expenses.** Expenses attributed to Joint Facility Operations and Maintenance.
- Y. **Joint Pretreatment Program.** The water quality program that implements the Clean Water Act requirements to control pollutants in wastewater from non-domestic sources before they reach the WWTF, for which both Parties are compelled to apply within the service area served by the WWTF.
- Z. **Non-Domestic Wastewater.** Wastewater that is not Domestic Wastewater.
- AA. **Non-Domestic User.** Any Person that does not qualify as a Domestic User and is a source, or potential source, of Indirect Discharge. This includes but is not limited to Food Service Establishments, Auto-related businesses, Medical Facilities, Commercial or Industrial Facilities, and Warehouses.
- BB. **National Pollution Discharge Elimination System (NPDES) Permit.** The permit issued by the Department of Ecology to the City of Sumner pursuant to provisions of the State of Washington Water Pollution Control Law RCW 90.48 and under the Federal Clean Water Act, Title 33 USC SS 1342 et seq. When referenced in this Agreement the NPDES as currently issued, or as amended in the future will apply.
- CC. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except not by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- DD. **Pretreatment Regulations.** Sewer ordinance establishing all pretreatment authorities required to impose pretreatment standards and requirements found at 40 CFR Part 403 and WAC 173-216-110.
- EE. **Publicly Owned Treatment Works (POTW).** A treatment works, as defined by Section 212 of the Federal Clean Water Act (33 U.S.C. Section 1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature and any conveyances which convey Wastewater to a Treatment Plant.
- FF. **Total Suspended Solids (TSS).** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removeable by laboratory filtering, as included in the current edition of

Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136.

GG. **Treatment.** The process which removes and eliminates pollutants from wastewater and converts into an effluent that can be returned to the waters of the state.

HH. **Wastewater Treatment Facility (WWTF).** The Sumner WWTF which is designed to provide treatment of municipal Sewage and Non-Domestic Wastewater for the cities of Sumner and Bonney Lake.

II. **Wastewater Treatment Facility Plan.** The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3 (Gray & Osbourne, 2023), or current adopted plan.

JJ. **Wastewater Treatment Facility Service Area.** The area encompassed by the Wastewater Treatment Facility Plan for which the WWTF is designed to serve, and which service area is set forth in the Interlocal Agreement Sewer Service Area map, Attachment 1, and has been approved by the Washington Department of Ecology, but additional area may be added by the approval of both Parties and any required governmental agencies, but such approval shall not be unreasonably withheld.

3. **Term of Agreement.** This Agreement shall continue until terminated by the mutual consent of both parties pursuant to Section 7 below, provided, however, that the Agreement shall be subject to periodic review and updating for the purposes set forth in Section 5.D.5 below, or at other times by mutual agreement of the parties. The parties specifically acknowledge that a portion of the prior agreement between the parties sunset on January 1, 2023, and therefore, a new agreement with updated terms and without the expired or no longer applicable sections is needed. The parties further agree that the Effective Date of this agreement shall be January 1, 2023. By execution hereon, the parties hereby ratify and confirm any and all prior acts consistent with the terms herein.
4. **Administration.** For purposes of this Agreement, a Joint Advisory Committee (JAC) shall be formed to oversee the administration of the Agreement. The JAC will review WWTF operations, discuss improvements, address budget matters, and ensure compliance with this Agreement. The JAC provides timely input on proposed changes in plans, budgets, and capital programs. Parties are responsible for presenting growth projections and waste increases for consideration by the JAC.
  - A. **Members.** The committee comprises the Mayors, three Council Members from each City, and City Administrators or their designees.
  - B. **Committee Meetings.** This committee shall meet Quarterly to perform responsibilities as identified above. In addition to the JAC Members, the Public Works Director of Sumner, Public Services Director of Bonney Lake, and WWTF Superintendent shall attend as non-committee members.
  - C. **Technical Working Group.** In addition to the JAC, the parties will establish a Technical Working Group (TWG) made up of four appointed staff members from each City, all of whom have oversight responsibilities or expertise in sewerage, NPDES, pre-treatment, and/or FOG. The TWG will meet

periodically as needed and will be responsible for reviewing any expenses (capital or operating) exceeding \$100,000. The TWG will make recommendations to Sumner regarding the same.

- D. **Audit Review.** Members of the JAC or their representatives have the right to examine books and records related to the Joint Facilities and this Agreement. Such examination may take place during business hours, and the party being examined should be given a reasonable opportunity to gather the records. The JAC may appoint an advisor or accountant to assist with the review, and the requesting party is responsible for covering its own costs associated with the review.
- E. **Annual Report.** Annually, on or before March 1st of each year, Bonney Lake shall provide Sumner with data demonstrating the percentage allocation between wastewater treatment costs and Bonney Lake's collection system costs for inclusion in the annual report. Sumner will provide Bonney Lake with an annual report by June 1<sup>st</sup> of each year, showing aggregate flow data to the WWTF for the previous calendar year, specifying the flow generated by Bonney Lake and Sumner users. Both cities shall ensure that the annual report is published on their respective websites and presented to the JAC within 90 days of the date that Sumner provides the report to Bonney Lake.
- F. **Records.** In addition to the Audit Review rights above, either Party may request records from the other Party regarding the subject or subjects covered under this Agreement. The other Party will promptly provide such records that are in their possession, without cost to the other Party.
5. **Joint Facility Operations and Maintenance.** Sumner, as the Administrative Lead, is responsible for making all reasonable efforts to operate the WWTF in a cost-effective manner, perform the necessary maintenance to keep it in good working order, execute treatment strategies to maintain a high-quality effluent and hire and train staff to execute these goals and objectives. Sumner shall be responsible for the regulation and control of any non-domestic wastewater that is delivered to the WWTF. Contracts for engineering design services and construction are between Sumner and the Design Firm, Equipment Supplier(s) and Construction Contractor(s).
- A. **Capacity Ownership for the Joint Facility.** The parties agree, based on the current NPDES permit, that each agency owns capacity as illustrated below. This table and any corresponding references herein will automatically be updated to reflect any changed or amended NPDES permit conditions.

Average Monthly Influent Loading	Flow (MGD)	BOD (lbs/day)	TSS (lbs/day)
Bonney Lake	3.3	5886	6836
Sumner	2.8	5014	5824
Total Permit	6.1	10900	12660
Percent Capacity Ownership: Bonney Lake	54%	54%	54%
Percent Capacity Ownership: Sumner	46%	46%	46%

*BOD and TSS values calculated from 2021 WWTF NPDES Permit Requirements for maintaining adequate capacity.*

- B. **Points of Connection.** The parties have connected collection lines to the WWTF. If future WWTF improvements require relocating or adding connection points, the Party requesting the changes must submit plans for approval. The Party benefiting from the modification will bear all design and construction costs. Costs for modifications resulting in a joint benefit will be apportioned according to percentage share of capacity ownership.
- C. **Flow Metering and Monitoring.** Sumner will be responsible for maintaining the flow monitoring equipment and facilities to measure daily wastewater flow from both Sumner and Bonney Lake to the WWTF. The meters will be calibrated at least once a year. Sumner will monitor the flow data from both Cities' sewer collection systems. If any anomalies or unusual occurrences are detected, Sumner will promptly inform Bonney Lake. The flow calibrations will be shared with Bonney Lake during a quarterly JAC meeting.
- D. **Non-Domestic Wastewater.** All sources of Non-Domestic Wastewater discharged to the WWTF shall be managed in accordance with the conditions within the WWTF NPDES Permit Section S6., and any other applicable State and Federal regulations. Any user of the collection system connected to the WWTF that discharges a source of non-domestic wastewater shall be herein referred to as a "Non-Domestic User."
1. **Endorsement of the Pretreatment Program.**
    - a. Sumner and Bonney Lake fully support and endorse the Sumner – Bonney Lake Joint Pretreatment Program (JPP). Both parties acknowledge that Sumner will be responsible for administering, managing, determining staffing levels, and overseeing the program upon formal delegation of authority by the Washington Department of Ecology to the WWTF.
    - b. Sumner and Bonney Lake agree to adopt rules and regulations, to govern, regulate, and control the discharge of wastewater in the collection system serving respective areas for conveyance to the Sumner WWTF that are at least as stringent as the Pretreatment Regulations, which may include adopting these Pretreatment Regulations by reference. Sumner will provide Bonney Lake with model rules and regulations at least ninety (90) days prior to the deadline for adoption.
    - c. Sumner is required to provide the Washington Department of Ecology with notice of "substantial modifications" and "non-substantial modifications" of the approved program, as these terms are defined in 40 CFR SS 403.18. Sumner will provide Bonney Lake with advance notice of any proposed changes to the Pretreatment Regulations.
  2. **Implementation and Enforcement of the Pretreatment Program.**
    - a. Bonney Lake designates Sumner as its agent for implementing and enforcing the JPP for Non-Domestic Users within Bonney Lake's service area. Sumner will handle technical and administrative duties, inspections, enforcement, and emergency actions. Bonney Lake will cooperate and ensure compliance by Non-Domestic Users. Sumner

- may take action under the Pretreatment Regulations to the same extent that can be taken by Bonney Lake, including the enforcement of the Pretreatment Regulations in applicable courts of law.
- b. Bonney Lake agrees to cooperate with Sumner in the implementation and enforcement of the Pretreatment Program. Prior to connection to the public sewer, Bonney Lake shall ensure that all new or newly identified Non-Domestic Users are informed of their responsibility to provide survey information to the Pretreatment Program Control Authority in accordance with Pretreatment Regulations. Bonney Lake shall require all Significant Industrial Users to submit plans and reports, as required by WAC Chapter 173-240, and obtain Control Authority approval prior to construction of pretreatment facilities, as part of the process to obtain sewer service where the flows will be treated by the Sumner WWTF.
  - c. Sumner, on behalf of and as an agent for Bonney Lake, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Regulations. Sumner will:
    - i. Update the Non-Domestic User Survey;
    - ii. Issue permits to all Non-Domestic Users required to obtain a permit;
    - iii. Conduct inspections, sampling and analysis;
    - iv. Take appropriate enforcement action as outlined in the Pretreatment Program Enforcement Response Plan and provided for in the Pretreatment Regulations; and
    - v. Perform any other technical or administrative duties the Parties deem necessary and appropriate.
  - d. Bonney Lake will adopt Local Limits at least as stringent as the Local Limits established in the Pretreatment Regulations. Bonney Lake shall be responsible for payment to Sumner for its proportional cost of the pretreatment program. The costs shall be determined based on the total number of customers in Bonney Lake's service area who are listed as Non-Domestic Users compared to the total number of customers in both Sumner and Bonney Lake who are Non-Domestic Users within those categories. Such fees shall be billed consistent with other charges under this Agreement and identified in such invoice. Any fees or fines associated with Non-Domestic Users in Bonney Lake that are collected by Sumner shall be either remitted or credited to Bonney Lake at least annually.
3. **Fats, Oils, and Grease (FOG) Program.** The Parties will manage their respective FOG Programs, including plan review, inspections, surveys, and compliance. Sumner will prepare FOG Survey forms and involve Bonney Lake in modifications. Both parties will record and monitor FOG Program data and include it in the annual summary report.
  4. **Non-Domestic Users Outside Service Areas.** Before Non-Domestic Users outside Bonney Lake's jurisdiction discharge to the WWTF, agreements



will be established with the respective jurisdictions or the Non-Domestic Users.

5. **Periodic Review.** The Parties shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C §§1251 et seq.) and General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR §§ 403 et seq.) issued thereunder, as necessary, but at least once every five (5) years.

E. **Inflow and Infiltration.** Both Cities commit to minimizing the impact of extraneous stormwater and groundwater, known as Inflow and Infiltration (I&I), on their respective collection systems and treatment facilities. Inflow refers to water that enters the system through sources such as direct stormwater connections, footing drains, or downspouts, while Infiltration refers to water that seeps into the system through damaged or leaky pipes, laterals, or manholes. Each party will take proactive measures to identify and address the sources of I&I within their collection systems. This includes, but is not limited to, conducting regular inspections to detect defective sewer pipes, laterals, and manholes, and implementing appropriate corrective actions. These corrective measures may involve:

1. Replacing or rehabilitating damaged sewer pipes, laterals, and manholes to prevent water seepage.
2. Utilizing pipe grouting or sealing techniques, using materials like cement-based compounds, to fill holes or cracks in pipes and manholes, reducing water infiltration.
3. Employing pipe relining methods, inserting flexible liners into defective sewer pipes or laterals that harden into impermeable surfaces, preventing further infiltration.
4. Identifying and disconnecting known inflow sources, such as cross-connected catch basin drains, footing drains, or downspouts, to reduce unnecessary water entering the system.
5. Installing drainage systems that allow for the separation of cross-connected sewers, preventing the mixing of stormwater and wastewater.
6. Installing backflow valves or implementing other plumbing upgrades to prevent water backflow into the system during heavy rainfall or flooding events.

By implementing these measures, both parties aim to minimize I&I, reduce treatment costs, and ensure the efficient and environmentally responsible operation of their wastewater collection and treatment systems.

F. **Responsible Sewer Service Areas.** This Agreement is aimed at addressing each City's sewer treatment needs until at least the year 2073. Both cities intend to primarily utilize their share of WWTF capacity to support properties within their current jurisdiction and service area. However, considering the uncertainties of future changes to various factors such as growth management, water quality regulations, and state/federal mandates, this Agreement is not intended to restrict either City from using their capacity rights to serve areas they deem appropriate, within the bounds of state law and legal obligations. The

main service areas covered by this Agreement are detailed in **Interlocal Agreement Sewer Service Area Map**, Attachment 1. For any sewer service requests outside these areas, both parties will conduct a thorough review to ensure adequacy of capacity before committing to service. While prior review is not a guarantee of future WWTF Capacity Ownership increase, it will be considered and approved if the requesting party is underutilizing its capacity under the Table in Section 5(A) of this Agreement. However, nothing herein shall be interpreted to permit any party to use any other treatment facility without mutual consent from both parties, such consent not to be unreasonably withheld.

G. **Future Expansion of the WWTF.** The parties conducted a Feasibility Study, which determined that the current WWTF site can be upgraded to meet a total demand of both cities at 9.3 MGD (6.5 MGD reserved for Bonney Lake and 2.8 MGD reserved for Sumner). However, both Parties acknowledge that this estimate is based on good faith effort and lacks detailed analysis. If Bonney Lake requires additional capacity above 3.3 MGD, the parties agree that Bonney Lake will pay for the future expansion of the WWTF to meet the 6.5 MGD future demand. Such capacity shall be reserved exclusively for the use of Bonney Lake. Provided, however, if one party desires to acquire capacity that is owned by the other party, the party requesting such capacity will request such acquisition from the other party. If the party owning the capacity agrees, then the parties will negotiate in good faith for such acquisition, including reimbursing the party with the capacity for the capital improvement costs (plus CPI or reasonable interest) that were expanded by the party with the capacity for the capacity that the acquiring party seeks to purchase.

6. **Cost Sharing.** As the Administrative Lead Agency, Sumner shall maintain separate budgeting and accounting for WWTF treatment costs from sewer collection system costs.

A. **Biennial Budget Schedule.** A biennial budget shall be drafted according to the following schedule:

- Directors Review: Proposed budget reviewed by July 1st.
- Joint Advisory Committee: Draft budget provided to the JAC by July 15th, and input solicited by August 15<sup>th</sup>.
- Mayors: Draft budget submitted to respective Mayors and Council by September 1<sup>st</sup> for incorporation into both cities' biennial budgets.
- Sumner Approved Budget: Sumner provides the approved budget to Bonney Lake by December 31<sup>st</sup> of each year.

B. **Quarterly Billing.** Quarterly, Sumner will invoice Bonney Lake for its share of WWTF expenditures, supported by data on cost allocation, including but not limited to:

- Joint Facility Operation and Maintenance Expenses
- Joint Facility Major Operating Expenses

Bills submitted by the 30th day, due within 30 days from invoice. Further explanations will be discussed at quarterly JAC meetings.

C. **Billing Calculations.**

1. Joint Facility Operations and Maintenance: Total monthly Joint Facility Operation and Maintenance Expenses will be multiplied by Bonney Lake's Capacity Usage Percentage. Each parameter factored by one third, Flow factored at 34%, BOD at 33% and TSS at 33%.
2. Joint Facility Major Operating Expenses: Total monthly Joint Facility Major Operating Expenses will be multiplied by Bonney Lake's Capacity Ownership Percentage.
3. Capital Improvements and Compliance Improvements: Expenditures associated with Capital and Compliance Improvements shall be multiplied by Bonney Lake's Capacity Ownership Percentage.

D. **Joint Planning for Capital and Compliance Improvements.** The parties will work through the TWG for planning capital and compliance improvements. This will provide better planning and rate forecasting for the parties and help the parties predictably fund capital expenditures. If a capital expenditure is funded by a loan or a bond, Bonney Lake will be permitted, at its option, to pay for such expenditure over the life of the loan or bond term, including its proportional share of the interest.

E. **Unbudgeted Major Operating Expenses.** If Sumner is aware of an unbudgeted Major Operating expense or an unbudgeted increase in a planned capital improvement, it shall provide notice to Bonney Lake within thirty (30) days of Sumner discovering such need or such increase. Unless such expense is an emergency, Bonney Lake should be provided the opportunity to comment via the TWG on the need and timing for such expense. Any non-emergency unbudgeted project costs that exceed \$100,000 will be brought to the next JAC meeting for review and recommendations.

## 7. Termination.

A. Both parties mutually recognize the value of ongoing cooperation for the management and maintenance of the Joint Facility and potential future expansions. This Agreement shall only terminate by the mutual written consent of both parties, provided however, that Bonney Lake may terminate this Agreement upon five (5) years' advance written notice. Upon such notice, the parties will meet and confer to ensure a timely and efficient transition, including establishing an appropriate termination date and process.

B. In the event the Joint Facility ceases to be utilized as a wastewater treatment facility all together, the parties shall be required to surplus the real property on which the WWTF Joint Facility sits. The net proceeds from the sale of any real property that was acquired with funds from both parties, shall be shared by the parties in direct proportion to their contribution when the real property was acquired, which shall be determined with proof of payment from each respective City. For the avoidance of doubt, this provision is not triggered if Bonney Lake chooses to terminate this Agreement and its use of the facility and Sumner continues to utilize and operate the wastewater treatment facility.

8. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both parties.
  
9. **Indemnity.** Sumner shall indemnify and hold harmless Bonney Lake, its officers, employees, agents, and assigns from all costs, claims, judgments, or damages resulting from Sumner's acts or omissions associated with this Agreement. Bonney Lake, in turn, shall indemnify and hold harmless Sumner from any costs, claims, judgments, or damages resulting from Bonney Lake's acts or omissions related to this Agreement. Neither party assumes liability for the other party's existing ordinances, rules, regulations, resolutions, customs, policies, or practices. If any legal proceeding challenges the enforceability or validity of such ordinances, rules, etc., the respective party shall defend it at its own expense, and if damages are awarded, they will be satisfied by the party responsible, including all chargeable costs and attorney's service charges.
  
10. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of Washington. In the event of a dispute related to the terms of this Agreement or the amounts charged to the WWTF to Bonney Lake, the Parties first agree to attempt to resolve such dispute. If the resolution is unsuccessful, then both parties agree to seek resolution through mediation administered by a mediator under JAMS Alternative Dispute Resolution (or another mutually agreed alternative dispute resolution service) before resorting to litigation. Each party shall pay half of the mediation costs and will bear its own legal fees. If mediation is unsuccessful, or if the parties mutually agree to waive it, any unresolved controversy or claim may be filed in Pierce County Superior Court. The prevailing party in any such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expert witness fees, and costs for such litigation.
  
11. **Notice.** Any notice as required by agreement shall be made to the contact person listed below in writing and sent by first class mail with a copy also sent via email the same day:

City of Bonney Lake	City of Sumner
City Administrator 9002 Main St E Bonney Lake, WA 98391 Email: ca@cobl.us	City Administrator 1104 Maple Street Sumner WA 98390 Email: ca@sumnerwa.gov

Either party may update the contact information in this Section by giving notice to the other party.


12. **Insurance.** Bonney Lake and Sumner shall maintain at all times during the course of this Agreement membership in the Washington Cities Insurance Authority unless the parties mutually agree in writing, and in advance of any change hereto, to allow

one or both parties to participate in another available and comparable public insurance risk pool.

- 13. **Non-Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.
- 14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- 15. **Entire Agreement.** The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. No amendments to this Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

Dated this 23 day of January 2024.

Attest/Authenticated:

DocuSigned by:  
  
975A05E52D794C6...  
 Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake

DocuSigned by:  
  
3AAD1DED8A424D6...  
 Michael McCullough, Mayor

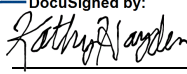
Approved as to Form:

DocuSigned by:  
  
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 Jennifer Robertson, City Attorney

Attest/Authenticated:

DocuSigned by:  
  
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 Michelle Converse, City Clerk

City of Sumner

DocuSigned by:  
  
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 Kathy Hayden, Mayor

Approved as to Form:

DocuSigned by:  
  
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 Andrea Marquez, City Attorney

**City of Bonney Lake, Washington**  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Public Services / Ryan Johnstone	<b>Meeting/Workshop Date:</b> January 23, 2024	<b>Agenda Bill Number:</b> AB24-06
<b>Agenda Item Type:</b> Motion	<b>Ordinance/Resolution/Motion Number:</b> M24-06	<b>Sponsor:</b>

**Agenda Subject:** Authorize The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

**Full Title/Motion:** A Motion Of The City Of Bonney Lake, Pierce County, Washington Authorizing The Mayor To Sign The Interlocal Agreement Between The City Of Bonney Lake And City Of Sumner For The Coordination Of Cooperative Wastewater Services.

**Administrative Recommendation:** Approve.

**Background Summary:** The Cities of Bonney Lake and Sumner have established a long history of working together to treat the wastewater generated by both cities. While the issue of wastewater conveyance and treatment surfaced as far back as 1977, it wasn't until November 1984 that Bonney Lake, Sumner, Pierce County, and the South Hill Sewer District executed an "Intergovernmental Contract for Wastewater Facilities Management" which included improvements to the existing Sumner Wastewater Treatment Facility (WWTF). It was in this year that joint capacity ownership at the WWTF between Bonney Lake, Sumner, Pierce County, and South Hill originated. With Pierce County's acquisition of the South Hill Sewer District in 1991 and the execution of the Sanitary Sewer Transfer Agreement between Bonney Lake and Pierce County in 2002, Bonney Lake acquired all rights and interests these two Districts had in the Sumner WWTF and Bonney Lake and Sumner became the only remaining parties to the November 1984 agreement. Because of this and regulatory requirements to expand WWTF treatment capacity again, a new agreement was executed in May 2002 (referred to as the Phase 1 agreement) that addressed "how the parties will manage, finance, share costs and review the work performed by the consulting engineers/construction contractors during the design and construction of the proposed improvements." The 2002 agreement also addressed "how the parties shall share operation and maintenance costs" and "continue the relationship into the future". In 2010, Bonney Lake and Sumner desired to expand and operate the WWTF under a new agreement that would address needs for greater treatment capacity to serve increasing numbers of customers. A new agreement (referred to as the Phase 2 agreement) was executed in March 2012. This agreement also contained Section 17 "Pretreatment" which required updating of the ILA when a Pretreatment program became necessary. In 2021 the Washington State Department of Ecology delegated Pretreatment Program administration to the Sumner WWTF. Per the 2012 Agreement, both Cities committed to adopting Pretreatment Program rules upon receiving the delegation order. Due to this additional requirement, the Cities are desiring to execute a new agreement for the continued treatment and disposal of sanitary sewer and provide for enhancement and expansion of the WWTF and its programs.

**Attachments:** Proposed 2024 WWTF Interlocal Agreement.

**BUDGET INFORMATION**

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Date:	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
		Chair/Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimans	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):	01/16/2024	Public Hearing Date(s):	
Meeting Date(s):	01/23/2024	Tabled to Date:	

**APPROVALS**

<b>Director:</b> Ryan Johnstone, PE	<b>Mayor:</b> Michael McCullough	<b>Date Reviewed by City Attorney:</b> (if applicable)	12/12/23
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**ATTACHMENT 1**



# Sumner - Bonney Lake Joint Pretreatment Jurisdiction Map

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Sumner Sewer Service Area  
Bonney Lake Sewer Service Area

Scale:

0 0.25 0.5 1 Miles

