

APPENDIX A
MARCH 2002 SANITARY SEWER SYSTEM TRANSFER
AGREEMENT; BONNEY LAKE AND PIERCE COUNTY

**SANITARY SEWER SYSTEM TRANSFER AGREEMENT
BETWEEN PIERCE COUNTY, WASHINGTON AND
THE CITY OF BONNEY LAKE, WASHINGTON**

01-12659

THIS SANITARY SEWER SYSTEM TRANSFER AGREEMENT is made and entered into this day by and between Pierce County, a political subdivision of the State of Washington (the County), and the City of Bonney Lake, a municipal corporation of the State of Washington (the City).

FINDINGS:

A. The City, County, the South Hill Sewer District, and the City of Sumner entered into an Intergovernmental Contract for Wastewater Facilities Management (referred to as "the 1984 WFM Agreement") on November 21, 1984, which established an intergovernmental arrangement for improving existing wastewater transmission, treatment and discharge facilities serving Bonney Lake, Pierce County, Sumner and the South Hill Sewer District and making said facilities capable of serving other territory in unincorporated and incorporated areas within the Puyallup River Basin; and

B. The City and the County executed the "Pierce County-Bonney Lake Urban Area Agreement" on June 3, 1986, which established a process for cooperating with the City in planning for and regulating uses of land within the area designated in the agreement as Bonney Lake's urban area; and

C. The City and the County executed a document entitled "Capacity Agreement Between the City of Bonney Lake and Pierce County" on April 25, 1989, which set forth the terms and conditions under which the City could provide sewer service to properties outside of its City limits; and

D. The City and the County entered into a "Sewage Service and Rate Agreement" on May 16, 1990, which set forth the planning and service area responsibilities for the County and the City and laid out the terms and conditions under which sewer service would be provided on the Bonney Lake Plateau; and

E. In 1990 the state legislature adopted the Growth Management Act which required all counties and cities to establish urban growth areas and to adopt comprehensive plans consistent with the Growth Management Act; and

F. The County Council designated the City of Bonney Lake's Urban Growth Areas under the authority granted to it by Chapter 36.70A RCW by Ordinance 96-111 on November 5, 1996; and

G. The City has annexed or is in the process of annexing properties within the City's designated Urban Growth Area (UGA) which have previously been within unincorporated Pierce County; and

H. In most cases, when the City has annexed property, the City has assumed all responsibility for providing sewer and other urban services to the properties within the annexed area; however in some cases, the County had already established sewer service to properties located within areas that were subsequently included within the City's UGA or annexed into the City; and

I. A portion of the wastewater generated by County customers flows through certain facilities that were jointly constructed by the City and the County (via the 1984 WFM Agreement) or through sewer facilities solely constructed by the City, prior to arriving at the Sumner Wastewater Treatment Plant for treatment; and

J. On or about December 13, 1999, the County and the City executed an interlocal agreement regarding the plat of Willow Brook within the City limits whereby the City would own

and operate the sewer facilities constructed by the developer in conjunction with the plat in exchange for the County providing capacity to the plat and consenting to the oversizing of the plat's sewer facilities in order to allow connections by adjoining properties.

K. Pursuant to Chapters 36.94 and 39.34 RCW, the County and the City are each authorized to operate wastewater collection and treatment systems, and to enter into agreements regarding the transmission, disposal and treatment of wastewater and the operation and ownership of such facilities; and

L. The City currently operates a sanitary sewer system providing sewer service both within and outside the current City limits; and

M. The County is willing to transfer ownership of certain portions of its sewer system and related assets to the City, and the City is willing to accept ownership and control of such assets and system; and

N. The transfer of the County's sewer system to the City will not materially affect the operation of any of the remaining County system; and

O. In consideration for such transfer, the City is willing to assume all ownership, operation, maintenance, planning and billing responsibility for those facilities and will agree to compensate the County; and

P. It is in the interests of the public health, safety, welfare and convenience of providing services, that this Agreement be made and performed;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration,

IT IS AGREED BY THE COUNTY AND THE CITY, as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to outline the terms and conditions of the transfer of specific portions of the County's Sewer Service Area and facilities to the City.

SECTION 2. DEFINITIONS. For the purpose of this Agreement, the definitions provided in Pierce County Code Title 13, Public Sanitary Sewer Systems, as it currently exists, shall apply to terms used within this Agreement. For those terms not included in Title 13, the following words and terms shall have the meaning indicated:

- A. *1984 WFM Agreement* shall mean the Intergovernmental Contract for Wastewater Facilities Management between the City of Bonney Lake, the City of Sumner, Pierce County, and South Hill Sewer District, dated November 21, 1984.
- B. *City* shall mean the City of Bonney Lake, Washington.
- C. *City's Expanded System* shall mean the entire City sewer system which includes that portion of the County's Sewer System and Service Area that will be transferred to the City pursuant to this Agreement.
- D. *City Sewer Service Area* shall mean the area within the corporate limits of the City and its designated UGA as shown in Exhibit "A" and as hereafter amended by annexation or by County Council adopted revision to the City's UGA.
- E. *City Sewer System* shall mean all of the sanitary sewer collection, transmission and interceptor facilities and treatment plant capacity rights owned by the City.

- F. *Connection Charges* shall mean those charges imposed on new City or County customers in order to purchase collection and treatment capacity in the City or County sewer system.
- G. *County* shall mean Pierce County, Washington.
- H. *County Sewer Service Area* shall mean the areas identified in Exhibit "B" attached hereto and incorporated by this reference.
- I. *County Sewer System* shall mean all of the sanitary sewer collection, transmission and interceptor facilities and treatment plant capacity rights owned by the County, together with any additions or betterments to it, which are connected to, tributary to, or served by the Sumner Wastewater Treatment Plant, including all interests in any real property upon or under which such facilities are located. The County Sewer System includes but is not limited to those facilities set out in attached Exhibit "C" which is incorporated by this reference. The phrase *County Sewer System* as used herein shall not include any County sewer facilities other than those set out above in Exhibit "C" or any private sewer systems not owned by the County.
- J. *Effective Date* shall mean the date upon which this Agreement shall become legally binding on all parties, and which shall be the date upon which all of the following conditions have been met: (1) this Agreement is fully executed by all parties; (2) the City of Sumner approves the assignment of the County's rights and obligations under the 1984 WFM Agreement to the City of Bonney Lake pursuant to Section 16 of the 1984 WFM Agreement; and, (3) this Agreement is filed with the Pierce County Auditor as required by RCW 39.34.040.

K. *Existing County Customers* shall mean those properties which are connected to the County Sewer System prior to full execution of this Agreement; or property owners who have applied for and been granted a sewer line extension permit or a sewer service permit and have paid the applicable connection charges but have not connected by the date of full execution of this Agreement; or individual lots that are not receiving County sewer service but are within formal subdivisions that are connected to County sewer facilities as of the Effective Date this Agreement.

L. *Joint Facilities* means those facilities jointly constructed and funded pursuant to the 1984 WFM Agreement.

M. *Sewer Service Rates* means those monthly or bi-monthly charges imposed on County or City customers for operation and maintenance of sewer facilities.

SECTION 3. COUNTY'S OBLIGATIONS.

A. Transfer of County Sewer System and Related Assets to the City. In exchange for good and valuable consideration received from the City, the County Sewer System facilities, consisting of all pipes, lines, and pumps and other facilities appurtenant thereto depicted in Exhibit "C", attached hereto and made a part hereof, shall be conveyed to the City, including without limitation all associated County rights and obligations under the 1984 WFM Agreement. The date of said transfer shall be the Effective Date of this agreement.

Within 60 working days of the Effective date, the County shall formally convey to the City by appropriate means of conveyance, all deeds, easements, franchises, contracts, and grants. Costs and expenses of all such transfers, if any, including the recording of any such documents necessary to transfer ownership of facilities or rights in real or personal property, shall be borne equally by the County and City respectively. Both parties agree to take all actions, seek all necessary approvals, bear individual costs, and execute all documents necessary to effectuate the intent and purpose of this Agreement.

B. Ownership of Revenues. All County sewer system revenues and expenditures that originate from the transferred facilities prior to the Effective Date shall be owned by and become the obligation or responsibility of the County, including any anticipated revenues derived from pending foreclosure proceedings or other legal action initiated by the County. From and after the Effective Date, the City shall own and shall be responsible for the maintenance and operation of the facilities constituting the former County Sewer System, which shall be made a part of the City Sewer System, and shall be entitled to receive all such revenues as may be derived from the former County sewer system except with respect to special assessments levied against properties located within the County's Utility Local Improvement District 90-1 (214th ULID). In accordance with state law, the County will continue to collect special assessments levied related to ULID 90-1 in order to pay the indebtedness associated with the ULID which will be retained by the County.

C. No Expressed or Implied Warranties. The County makes no express or implied warranty as to the condition of the County's sewer system that is being purchased by the City. The City accepts the County's sewer system "as is" from the County with all faults whether known or unknown.

D. Transfer of Information on Effective Date. On or before the Effective Date of this Agreement, the County shall have provided to the City all of the following information relating to the County Sewer System, which the County warrants to be true, accurate and complete in all respects to the best of its ability.

1. Names, addresses, and full account information regarding all customers who have connected and are currently being served by the County Sewer System described in Exhibit "C", and who are receiving bi-monthly sewer billings for said sewer service.

2. A full listing of all persons or entities which have binding agreements as defined by the County-wide Planning Policies within the County's Service Area as shown in Exhibit "B" and copies of all documents evidencing or relating in any way to these agreements.

To the extent any of the required information is provided before the Effective Date of this Agreement, the County shall provide the City with any updated information as of the Effective Date so that the City is in possession of complete, accurate and current

information regarding the items listed above. The County warrants that such updated information will be true, accurate and complete in all respects to the best of its ability.

E. Transfer of Information within 60 days of Effective Date. Within 60 working days of the Effective Date of this Agreement, the County shall have provided to the City all of the following information relating to the County Sewer System, which the County warrants to be true, accurate and complete in all respects to the best of its ability. County agrees to attempt to provide specific items of information listed below sooner than otherwise required by this subsection E upon City request, where reasonably required in order for the City to perform its obligations consistent with this Agreement.

1. As-built drawings of all improvements to the County sewer system, if available;
2. Full information regarding all sewer system extensions and improvements under review or under construction as of the Effective Date this Agreement;
3. Full listing of all customers who have previously paid sewer connection charges but who are not connected to the County sewer system as of the Effective Date that this Agreement (i.e., property owners who have applied for and been granted a sewer line extension or sewer service permit to connect to the County sewer system being conveyed and have paid the applicable connection charges, but have not connected by the Effective Date of this Agreement); and,

4. A full listing of individual lots that are not receiving County sewer service as of the Effective Date but are within formal subdivisions that are connected to County sewer facilities as of the Effective Date.

F. Franchise for Use of County Rights-of-Way. Upon transfer of ownership of the County sewer system located within County right-of-way, the County will either expand any existing franchise agreement the City has with the County, or will take appropriate steps to obtain County Council approval to issue a new franchise to the City authorizing it to operate a utility in County right-of-way concurrently with this agreement.

G. Relinquishment of Planning Responsibility. Upon the Effective Date, the County will relinquish to the City, the obligation to conduct sewer service planning to the County's sewer service area as shown in Exhibit "B". The County will transfer to the City a copy of all relevant current planning information that is not already in the City's possession.

SECTION 4. CITY'S OBLIGATIONS.

A. City Shall Transfer Purchase Price. In consideration for the transfer of County sewer facilities the City will pay the sum of \$1,030,000.00 which represents the purchase price to be paid by the City to the County. The purchase of the system shall be paid in full within 60 days of the Effective Date.

B. City Responsible for Operation and Maintenance of County Sewer System Upon Transfer. Upon and after the Effective Date and subject to existing laws, the City will assume the County's prior responsibility for all planning, billing, permitting, maintenance and operation responsibilities, and for wastewater collection and treatment capacity to the properties within the designated service area of the County sewer system, as shown on Exhibit "B".

1. Service to Existing County Customers. The City shall provide sewer service to all properties that are connected to the County's sanitary sewer system which is being conveyed whether said connection occurred prior to or after the date of execution of this Agreement. These former County customers shall not be discriminated against on the basis of their location outside the City's municipal boundaries or UGA. Like all other City customers, former County customers will be required to comply with the most current statutes, ordinances, rules and regulations governing sewage pretreatment, discharges, monthly sewer service rates, connection charges and other matters governing sewer service as mandated by City Code, and other applicable State and Federal laws and regulations, as they currently exist and as they may be amended from time to time.

2. Monthly Sewer Service Rates and Billings to Former County Customers. In conjunction with providing service to existing County customers, the City shall assume the right and authority to bill all said County customers for sanitary sewer

service in the same manner as it bills customers currently receiving service through the City. The former County customers will be treated in an identical fashion as all other City customers including being required to pay monthly sewer service rates equal to those imposed on properties within the City. Sewer service rates for former County customers including taxes or surcharges shall be based on the same criteria and methodologies as for customers within the City.

3. **Initial Sewer Service Rate Increase.** To facilitate equal treatment, the parties understand that, upon the Effective Date or within a reasonable time thereafter, the monthly sewer service rates charged by the City to former County customers will increase such that they are equal to the current sewer service rates charged to other City customers, such sewer service rate increase hereafter referred to as the “Initial Sewer Service Rate Increase”.

In conjunction with obtaining legislative approval from the County Council for this Agreement, the County shall notify it’s customers of the transfer of the County sewer system to the City. The County will inform its customers of the City of Bonney Lake’s initial rate increase and will inform them of when to expect a bill from the City. It shall be the City’s responsibility to submit and collect all bills involving the initial rate increase. Thereafter, if the City proposes to increase existing or enact new fees or sewer service rates, taxes or surcharges on the provision of sewer service by the City, the City will provide advance notice of

such proposal to the former County customers in a manner that complies with all applicable laws. As the service provider, the City shall have full jurisdiction and authority allowed by statute to impose and enforce liens for the purpose of collecting sewer service rates, charges, fees and assessments against properties within unincorporated County receiving service.

4. New Customers Seeking Connection. Developers of property located within the City's expanded sewer service area seeking to connect to the City sewer system shall be responsible for extending the City's expanded collection system to the properties to be serviced in accordance with the City's Comprehensive Sewer Plan and associated regulations. The City is authorized to collect sanitary sewer connection charges from County residents seeking to connect to the City's expanded sewer system in accordance with applicable City ordinances and regulations. Sanitary sewer capacity shall be made available without discrimination between County and City residents with the same connection charge structure applying to both. The City agrees that it will not apply separate surcharges to County customers unless supported by a cost analysis, nor will it unlawfully prohibit County residents from obtaining sewer service if capacity is available, facilities are in place, all City regulations have been complied with, and appropriate fees have been paid. The County agrees that the City shall have enforceable liens for collection of connection charges and sewer service charges within the designated service area of the County sewer system.

The City shall use its best efforts to accommodate the timely plan review needs of the residents and developers within the County's former sewer service area that may seek to connect to the City's expanded sewer system.

5. City/County Coordination of Land Use Applications and Building Permits. The County shall not grant final approval of any land use application nor issue a building permit for a parcel or building within the County's former sewer service area that proposes to connect to the City's expanded sewer system until the City through its Public Works Departments has reviewed and approved the sanitary sewer plans.

Both the City and the County recognize that there exist in the County code, certain land use applications which do not involve sewer issues and which the City does not need to review. As such, the City and the County will work cooperatively to identify those land use applications which the City shall review and implement a procedure to exclude non-sewer related land use applications from City review.

If work is required in the County right-of-way, the City agrees that it will not issue any sewer hook-up permits for any private party to connect to the sanitary sewer system until the party has obtained a County right-of-way permit.

6. Sewer Planning and Acquisition of Necessary Capacity for Expanded Planning Area. The City agrees to provide all future sewer infrastructure planning for its expanded sewer service area as shown in Exhibit "B". The City will identify and include any necessary sewer infrastructure improvements to accommodate growth in its sewer general plan and six-year capital facility plan. The City will participate in the County's Unified Sewer Plan to the extent that all basin issues are resolved for its service area. The City will acquire, as necessary and reasonably available, capacity in the joint use facilities and wastewater treatment plant to provide sewer service within the City's expanded sewer service area.

SECTION 5. SANITARY SEWER SERVICE TO PROPERTIES WITHIN THE CITY'S URBAN GROWTH AREA AND FUTURE ANNEXATION AREAS. Nothing in this Agreement shall preclude future annexations to the City. Any future annexations to the City will automatically come under this agreement as of the date the annexation is approved by the City Council.

SECTION 6. RELATION OF THE TRANSFER AGREEMENT TO THE 1984 WFM AGREEMENT. Upon the Effective Date, the City shall assume all rights and responsibilities of the County under the 1984 WFM Agreement including, but not limited to, the County's wastewater treatment capacity in the Sumner Wastewater Treatment Plant and in the joint facilities identified in the 1984 WFM Agreement.

All other prior agreements between the City and the County cited in the "Findings" portion of this Agreement shall terminate as of the Effective Date of this Agreement.

SECTION 7. INSURANCE; LIABILITY.

The City and the County shall each secure and maintain with responsible insurers (and/or insure) all such insurance as is customarily maintained with respect to sewer systems of like character against loss of or damage to the sewer facilities operated and maintained by the City and by the County, and against claims of injury or damage by third parties and other liabilities to the extent that such insurance can be secured and maintained at reasonable cost. The parties acknowledge that the County is fully self-insured as of the date of this Agreement. The County agrees to save harmless and fully indemnify the City against damage to the County Sewer System facilities or economic loss incurred before the Effective Date, environmental remediation required prior to the Effective Date, or claims by third parties for personal injury, death, or property damage arising from the operation, maintenance and construction activities of the County. The City from and after the Effective Date agrees to save harmless and fully indemnify the County against all claims by third parties for personal injury, death or property damage arising from performance of the City's maintenance and operation activities and administrative duties under this Agreement.

SECTION 8. DISPUTE RESOLUTION. Disputes regarding any matter contained herein shall be referred to the City's Public Works Director and the County's Public Works and

Utilities Director for mediation and/or settlement.

SECTION 9. VENUE. This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this agreement shall be Pierce County Superior Court.

SECTION 10. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on a party unless executed in writing by authorized representatives of each party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

SECTION 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the City and of the County, including successor municipalities and other successor local governmental entities or special purpose districts. Prior to the Effective Date, no part of this Agreement or any rights, duties or obligations described in it shall be assigned or delegated to another without the express written consent of both parties.

SECTION 12. MUTUAL COOPERATION. The City and the County recognize that to realize the full benefits that are contemplated by the understandings and undertakings memorialized in this Agreement, it will be necessary for both parties to cooperate with each other in good faith, looking to the public interest and purposes to be achieved by the efficient

performance of this Agreement. They therefore agree to cooperate fully in order to realize the greatest good for the publics they serve.

SECTION 13. FORCE MAJEURE. The parties shall not be liable for failure to perform pursuant to the terms of this Agreement when such failure to perform was due to an unforeseeable event beyond the control of any party to this Agreement.

SECTION 14. WAIVER. Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

SECTION 15. THIRD-PARTY BENEFICIARY. The County and the City do not intend to create any third-party beneficiaries to this Agreement. No cause of action is created by virtue of this Agreement for any person or entity other than the named parties hereto.

SECTION 16. NOTICE. In every case where, under any of the provisions of this Agreement, or in the opinion of either the City or the County, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either: (1) deliver the same or a copy in person to the Public Works Director of the City personally, if given by the County, or to the Director of the Pierce County Public Works and Utilities Department

personally, if given by the City; or (2) mail the same or a copy by registered or certified mail, postage prepaid, addressed to the other party at such address as theretofore may have been designated in writing by such party, and until and unless some other address shall have been so designated, the address of the City for purposes of mailing such notices shall be as follows:

Public Works Director
City of Bonney Lake
19306 Bonney Lake Boulevard
P.O. Box 7380
Bonney Lake, Washington 98390-0944

And the address of the County shall be as follows:

Pierce County Public Works and Utilities Department
9116 Gravelly Lake Drive
Lakewood, WA 98499
Attn: Wastewater Utility Manager

SECTION 17. SEVERABILITY AND INVALIDATION. In the event that any portion of this Agreement is determined by a final order of a court or regulatory agency of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement. However, if at any time and for any reason, the transfer of the County sewer system to the City pursuant to this Agreement is invalidated by a court or regulatory agency of competent jurisdiction, the parties agree to immediately enter into negotiations regarding continued operation of the County Sewer System and the potential for correcting any procedural problems or deficiencies regarding the transfer to bring the transfer into compliance with the findings of the court or regulatory agency.

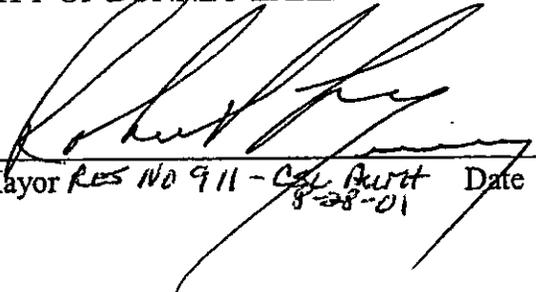
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PIERCE COUNTY CONTRACT SIGNATURE PAGE

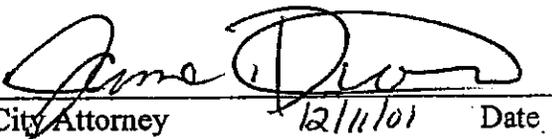
CONTRACT NAME: CITY OF BONNEY LAKE SANITARY SEWER SYSTEM TRANSFER AGREEMENT, CONTRACT NUMBER 01-12659

IN WITNESS WHERE OF, the parties have executed this Agreement this 27th day of March, 2001-2002.

CITY OF BONNEY LAKE


Mayor Res No 911 - City Court Date
8-28-01

Approved as to Form


City Attorney 12/11/01 Date

Mailing Address:

City of Bonney Lake
PO Box 7380
Bonney Lake, Washington 98390-0944

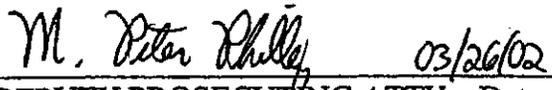
Street Address, if different:

City of Bonney Lake City Hall
19306 Bonney Lake Boulevard
Bonney Lake, Washington 98390

Contact Name: Mayor Bob Young
Contact Phone: 253.862.8602, Extension 619

Business Tax ID Number: 277 000 893 000

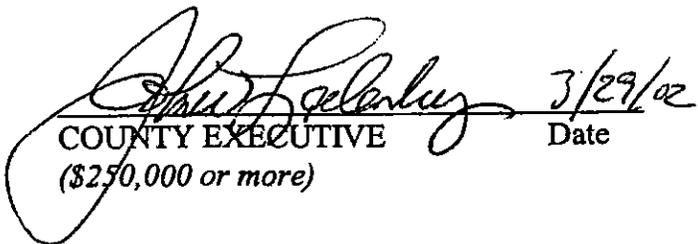
PIERCE COUNTY


03/26/02 Date
DEPUTY PROSECUTING ATTY
(as to form only)


3-26 Date
BUDGET AND FINANCE

Approved:


3-25-02 Date
DEPARTMENT DIRECTOR
(less than \$250,000)

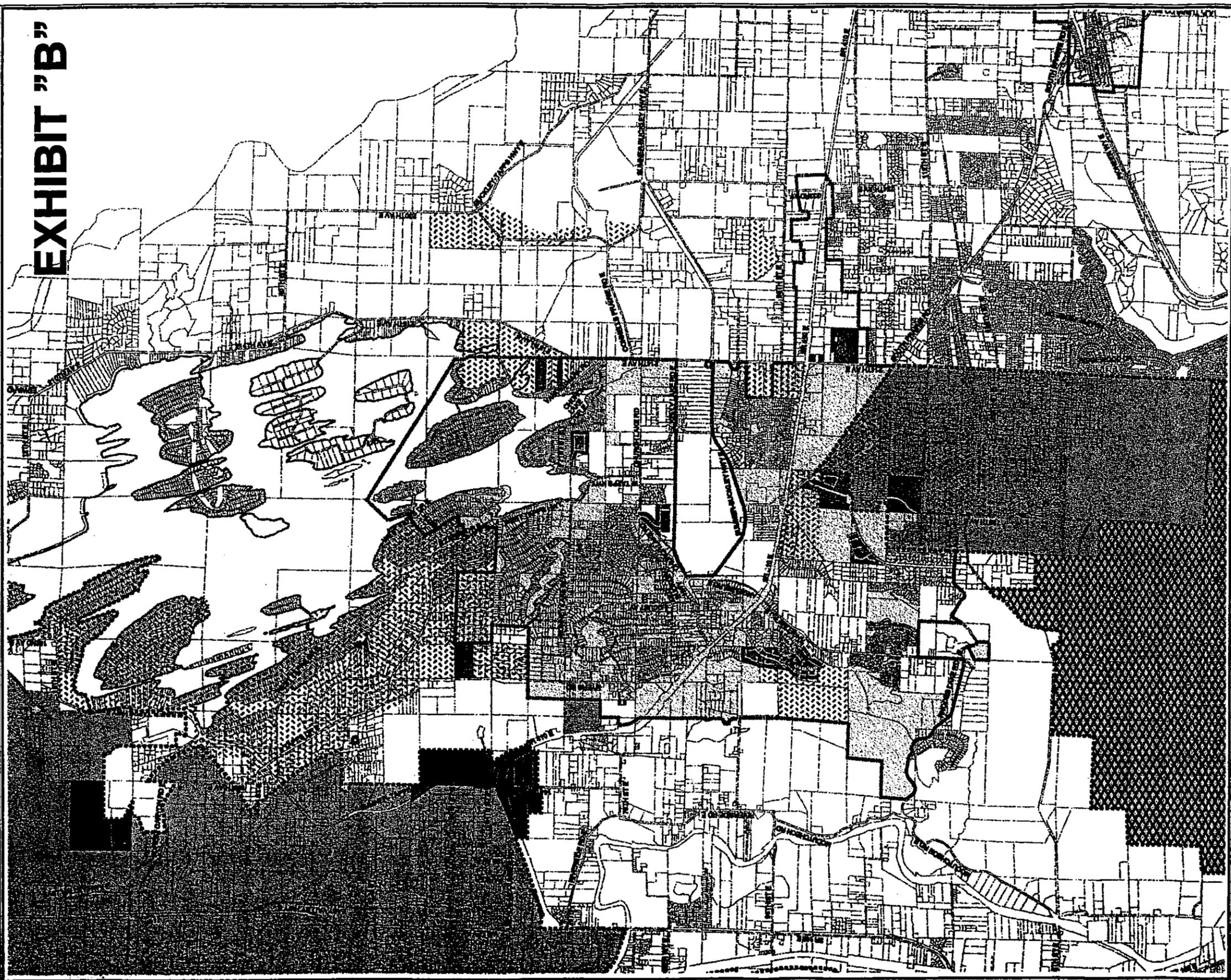

3/29/02 Date
COUNTY EXECUTIVE
(\$250,000 or more)



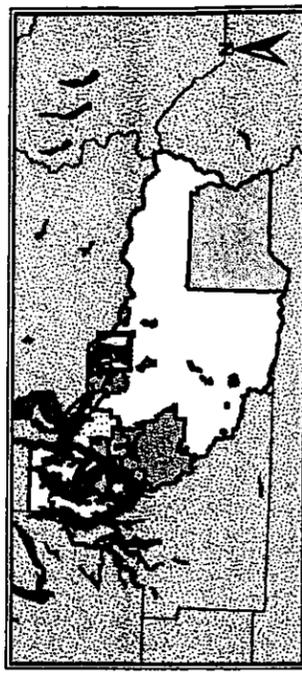
City of Bonney Lake
EXHIBIT A

LEGEND
 City Limit 
 UGA Limit 

EXHIBIT "B"



- County Sewer Service Areas
- 1984 Agreement Areas
- Binding Sewer Agreement Areas
- Parcels Served
- Area Within Pierce County CUGA
- Non County Service Areas
- Cascadia
- Town of South Prairie
- City of Bonney Lake
- City of Sumner
- Sumner Sewer Service Area Within CUGA
- Auburn Sewer Service Area Within CUGA
- Urban Growth Boundaries
- County's Urban Growth Area Boundary
- City's Urban Growth Area Boundary



Public Works & Utilities
 Environmental Services Division
 June, 2001

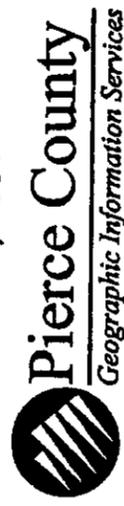
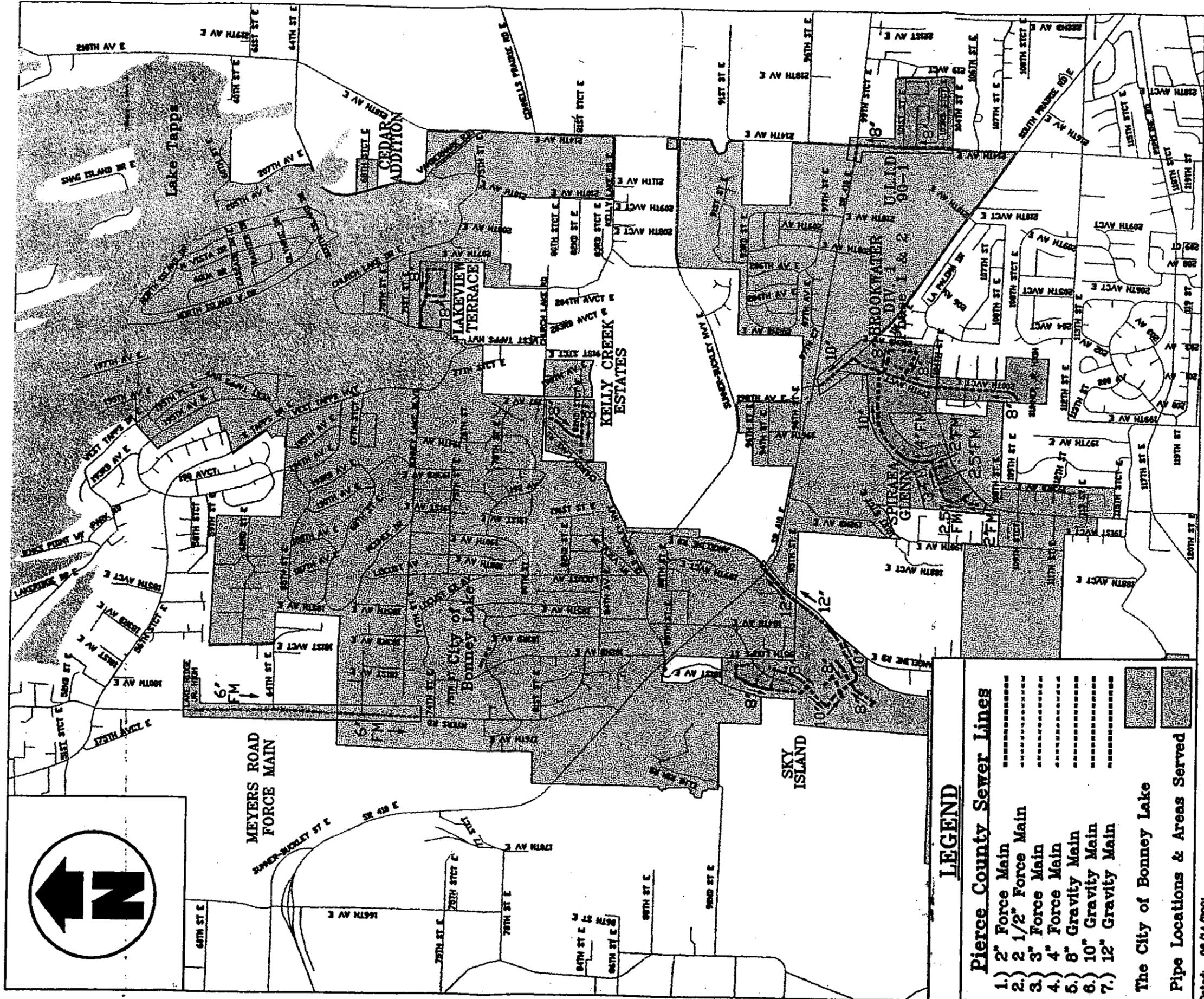


Exhibit "C"

County Facilities to Be Transferred



LEGEND

Pierce County Sewer Lines

- 1.) 2" Force Main
- 2.) 2 1/2" Force Main
- 3.) 3" Force Main
- 4.) 4" Force Main
- 5.) 6" Gravity Main
- 6.) 10" Gravity Main
- 7.) 12" Gravity Main

The City of Bonney Lake

Pipe Locations & Areas Served

APPENDIX B
MAY 2002 INTERGOVERNMENTAL AGREEMENT FOR
IMPROVEMENTS AND EXPANSION OF THE
SUMNER WASTEWATER TREATMENT FACILITY;
BONNEY LAKE AND SUMNER

ORIGINAL NO. 1

**INTERGOVERNMENTAL AGREEMENT
FOR
IMPROVEMENTS AND EXPANSION
OF
THE SUMNER WASTEWATER TREATMENT FACILITY**

THIS AGREEMENT made and executed as of this 6th day of May, 2002, by and between the CITY OF BONNEY LAKE WASHINGTON, (hereinafter referred to as BONNEY LAKE); and the CITY OF SUMNER, WASHINGTON, (hereinafter referred to as SUMNER), both of which are municipal corporations organized under the laws of the State of Washington, do hereby agree;

WHEREAS an intergovernmental contract for Wastewater Facilities Management was executed between BONNEY LAKE, PIERCE COUNTY, SOUTH HILL SEWER DISTRICT and SUMNER, dated November 21, 1984, providing for an intergovernmental arrangement appropriate to carry out the improvement of the existing wastewater transmission treatment and discharge facilities shared by two or more parties to the agreements, including improvements to the Sumner Wastewater Treatment Facility, and

WHEREAS, PIERCE COUNTY assumed the facilities and obligations of the SOUTH HILL SEWER DISTRICT and incorporated the SOUTH HILL SEWER DISTRICT facilities into its Chambers Creek Sewerage System in 1991, and

WHEREAS, BONNEY LAKE and PIERCE COUNTY have signed a Sanitary Sewer Transfer Agreement which outlines the terms and conditions of the transfer of specific portions of the Pierce County Sewer Service Area and facilities to BONNEY LAKE, and

WHEREAS, the STATE OF WASHINGTON DEPARTMENT OF ECOLOGY issued Order No. DE 92WQ-S370 to the City of Sumner on July 28, 1994 requiring that SUMNER make necessary improvements to the Wastewater Treatment Facility, hereafter WWTF, to address effluent limits for chlorine, ammonia, copper and mercury and SUMNER submitted a schedule for the design and construction of improvements to achieve compliance by the summer of 1999, and

WHEREAS, SUMNER requested a three-year extension to the compliance schedule mentioned above in a letter to the DEPARTMENT OF ECOLOGY (DOE) dated January 22, 1999, and because the WWTF was meeting permit standards, the order was allowed to expire with the 1994 permit and the requirements of said order were incorporated into the new NPDES permit received from DOE, dated, July 1, 2001, and

WHEREAS, The Sumner WWTF holds National Pollutant Discharge Elimination System Waste Discharge Permit No. WA-0023353,

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

SECTION 1.0 - PURPOSE

BONNEY LAKE and SUMNER agree that time is of the essence, and design and construction of improvements and expansion of the WWTF must proceed. The two parties have agreed to proceed with design of the proposed facilities and to share the cost in proportion to the capacity each city needs to meet its projected growth within the planning horizon in a letter agreement, dated May 23, 2001.

This agreement addresses 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 agreement also addresses how the parties shall share operation and maintenance costs, hereafter O&M, and continue the relationship into the future.

SECTION 2.0 – SUPERSEDES 1984 AGREEMENT

With the execution of the “Sanitary Sewer System Transfer Agreement Between Pierce County, Washington and the City of Bonney Lake, Washington”, SUMNER and BONNEY LAKE are the only remaining parties to the, “Intergovernmental Contract For Wastewater Facilities Management”, dated November 21, 1984. This agreement supersedes that agreement. This agreement shall be executed concurrently with the, “Sanitary Sewer System Transfer Agreement Between Pierce County, Washington and the City of Bonney Lake, Washington.

SECTION 3.0 – PROJECT

The Consulting engineering firm of Gray & Osborne, Inc. of Seattle, Washington has been retained by SUMNER to design improvements to the WWTF. Gray & Osborne, Inc. was selected for the work after SUMNER requested proposals and conducted interviews in accordance with Chapter 39.80 RCW. The Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum No.1 prepared by Gray & Osborne, Inc., dated February 2000, provides the estimated costs and scope of work that is the subject of this agreement. This document, together with the Comprehensive Facility Plan, Sumner Wastewater Treatment Facility prepared by Kennedy/Jenks Consultants, dated January 1999, is the approved plan for improvements to the wastewater treatment facility. The Washington State Department of Ecology approved the plan on May 29, 2000.

SECTION 4.0 – COST SHARE

The improvements to the wastewater treatment plant shall include expansion to the plant's capacity. The WWTF improvements will provide a permitted capacity of a minimum of 4.6 million gallons per day. Permitted WWTF flow capacity is defined as the maximum month average daily flow. All WWTF flow capacity referred to hereafter in this agreement shall mean maximum month average daily flow. BONNEY LAKE will be entitled to 2.3 million gallons per day of capacity in the improved and expanded plant. SUMNER will be entitled to 2.3 million gallons per day of capacity in the improved and expanded plant. All costs associated with the project identified in Section 3 shall be divided in proportion to the capacity used by each party. BONNEY LAKE will finance 50.0% and SUMNER shall finance 50.0% of all project costs associated with the scope of work identified in Section 3. If the sewer plant is permitted for more or less capacity than the expected 4.6 million gallons per day, SUMNER and BONNEY LAKE will share the capacity according to the cost share percentages established in this section.

After two years following plant startup at project completion, there shall be a reconciliation. The amount of wastewater, as defined in Exhibit "A" to this agreement, contributed by each party shall be calculated from the measured and recorded data at the plant. The percentage contribution of each party to the total amount of wastewater treated during the two previous years shall be based on a simple arithmetic average. There shall be a transfer of funds from the party who contributed more than 50% of the total wastewater treated in the previous two years to the party with less than 50%. The amount of these funds shall be calculated by taking the larger percentage minus the benchmark percentage of 50% times 10% of the total project cost. There shall be a second reconciliation after four years following plant startup. The percentage contribution of each party to the total amount of wastewater treated during the four previous years shall be based on a simple arithmetic average. There shall be a transfer of funds from the party who contributed more than 50% of the total wastewater treated in the previous 4 years to the party with less than 50%. The amount of these funds shall be calculated by taking the larger percentage minus the benchmark percentage of 50% times 20% of the total project cost less the credit or debit from the first reconciliation. This reconciliation shall occur every two years until the final and tenth reconciliation at the time of the last debt service payment in twenty years. A sample calculation is presented in Exhibit "B".

SECTION 5.0 – CONTRACT MANAGEMENT AND RESPONSIBILITIES

SUMNER as the owner of the WWTF is the lead agency. Contracts for engineering design services and construction is between SUMNER and the Design Firm, Equipment Supplier(s) and Construction Contractor(s). There will be a meeting each month to review progress during the design and construction of the improvements. The Directors of Public Works or their designee shall attend these meetings. The Public Works Directors shall jointly approve designs, change orders, schedules, bid awards and recommendations of the Consultant for presentation to their respective Councils for adoption.

The Public Works Directors for SUMNER and BONNEY LAKE shall convene a meeting with the Joint Advisory Committee quarterly as a minimum during design and construction and at

points in the process that are mileposts. The Joint Advisory Committee shall consist of the Mayor of each city, a Council member of each city as appointed by their respective Council, the City Administrator of each City or their designee and the Public Works Director of each City. The purpose of the meetings are to brief the elected officials and managers on the progress of the work, report on schedules, costs and budgets, review design decisions and change orders and other related matters as deemed appropriate by the Committee.

SECTION 6.0 – FINANCE

SUMNER and BONNEY LAKE have received Public Works Trust Fund loans. Each City will be responsible for its own local share matching requirements and loan repayment.

SECTION 7.0 – REIMBURSEMENT FOR FUNDS EXPENDED

Funds have been expended for preliminary engineering, additions to the Facilities Plan to obtain approval from the Washington State Department of Ecology, and preparation of loan applications. All of these costs are associated with this project. SUMNER has paid Gray & Osborne \$91,615.00 for this work. BONNEY LAKE agrees to pay their 50% share within 30 days of the execution of this agreement.

SECTION 8.0 - REIMBURSEMENT FOR PREVIOUS EXPENDITURES

SUMNER purchased land to be used to site facilities in this expansion. SUMNER's purchase price was \$214,942.00. SUMNER's cost for demotion of the old houses on this property was \$39,566.00. SUMNER paid the installation of effluent pumps, including piping, electrical, and appurtenances to assure treatment during periods of high river flows. This equipment has and will continue to serve the entire plant. Its original cost was \$177,906.00. The total cost is \$432,414.00 for the land purchase; demolition of houses and the effluent pump station. BONNEY LAKE agrees that these are shared costs. Their 50% share or \$216,207 shall be made in three annual payments of \$72,069 beginning with the first payment due and payable on March 1, 2002 within 30 days of execution of this agreement. The third and final payments shall be due on April 1, 2004 plus interest in the amount of 4.5% annum paid on the unpaid balance beginning as of January 1, 2001.

SECTION 9.0 - OPERATION AND MAINTENANCE

SUMNER as the owner and operator of the WWTF shall make all reasonable efforts to operate the plant 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 adequate staff to execute these goals and objectives.

The Public Works Director of SUMNER shall submit a draft budget for the WWTF operations and maintenance for the following year with adequate supporting data to the Public Works Director of BONNEY LAKE by September 1st of each year for review and comment. The Directors shall meet and agree on a draft budget by September 15th for submittal to their

respective Mayors and Council. The approved budget by SUMNER shall be delivered to BONNEY LAKE for their records.

SUMNER shall invoice BONNEY LAKE their share of the WWTF's operation and maintenance cost each month. Sumner will not include their city utility tax. The bills shall be submitted by the 10th day of the following month. Bills are due within 30 days after billing. Billings shall be based on the WWTF budget (Fund 402.38) divided by 12, except for the December billing, multiplied by the percentage of use of the facility as measured by the parameters of flow, five-day biochemical oxygen demand (BOD₅), and total suspended solids (TSS). The definition of these parameters, method of testing and the formula used incorporating these parameter to calculate the percentage is more fully described in Exhibit "C" of this agreement and incorporated herein by reference. The December billing will be based on the actual cost of operations for the year less the 11 previous payments multiplied by the percentage of use in December as described above.

SUMNER shall submit quarterly expenditure reports to BONNEY LAKE for their review and records. The 3rd Quarterly report will include an estimate of the total expenditures for the fiscal year prepared by the Public Works Director or his designee.

If an unexpected expenditure arises that will increase the budget requiring approval of a budget amendment, the Joint Council Advisory Committee will be convened and briefed by the Public Works Directors on the need prior to submittal of budget amendments to their respective City Councils.

The operations and maintenance cost sharing procedures shall become effective as of January 01, 2002.

SECTION 10.0 – PAYMENT IN LIEU OF TAXES (P.I.L.O.T. FEE)

As compensation for impacts to SUMNER due to the siting of the WWTF within the municipal boundaries of SUMNER, BONNEY LAKE will remit to SUMNER a P.I.L.O.T. fee in the amount of 5% of the O&M cost charged to BONNEY LAKE. Said fee will be included in the monthly invoices to BONNEY LAKE. Said funds shall be deposited in the General Fund of SUMNER.

SECTION 11.0 – OWNERSHIP OF EFFLUENT AS WATER

Each party shall retain ownership of its water supplied to the system for purposes of water rights.

SECTION 12.0 – HAZARDOUS MATERIAL DISCHARGES TO SYSTEM

Both parties to this agreement have sewer use ordinances prohibiting the discharge of certain flammable, corrosive, toxic and other wastes and materials that are detrimental to the WWTF or the waste process. Each party shall enforce its ordinance and it shall be responsible for any damages or cost incurred from the discharge of such wastes or materials from its sewer collection system to the plant.

Both parties to this agreement have ordinances covering the requirements for pretreatment of certain wastes at the source before discharge to the public systems. Any waste loads with pollutants or concentration of pollutants that are significantly different than domestic waste shall require pretreatment. Both parties to this agreement shall enforce its pretreatment ordinance to comply with the requirements set forth in the WWTF's NPDES permit.

SECTION 13.0 – INFLOW & INFILTRATION

Both parties agree that extraneous storm water and groundwater that enter their respective collection system uses plant capacity and adds a cost to treatment. Both parties agree to continue all reasonable efforts to keep Inflow and Infiltration (I&I) to a minimum. Each party is responsible for identifying the sources of its Inflow and Infiltration and taking the necessary corrective measures to eliminate it.

SECTION 14.0 – CAPACITY LIMIT

Each year the Joint Advisory Committee shall meet in July to review the operations of the plant, consider any major improvements that may be required, consider the coming year budget, and review the party's compliance with this agreement. Each party will present projected growth and the waste loading associated therewith for the next two years for consideration of the impact on the plant.

Both parties agree that they will not exceed 55% of the permitted capacity of the WWTF, without the express written authorization of the other.

SECTION 15.0 – SERVICE AREA

It is the intent of the parties that the use of the WWTF is for the property located within their jurisdiction or responsibility. The area of service of each party is shown in Exhibit C1 and C2 of this agreement. Any request for sewer service outside of these areas shall be reviewed by both parties to this agreement prior to any commitment of service.

SECTION 16.0 - TERMINATION

It is the intent of the parties, that this agreement outlines the relationship in sharing the use of the WWTF until another expansion or upgrade is required. Both parties agree that this agreement is a model for continued cooperation in sharing the facility and may, with or without modification, continue into the future.

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 acquired.

This Agreement may terminate in 2037 - or upon mutual consent by the parties to this Agreement. There are no other written or expressed termination dates associated with this Agreement.

SECTION 17.0 – HEIRS, SUCCESSORS AND ASSIGNS

The obligations imposed by this Agreement shall be a covenant between BONNEY LAKE and SUMNER and shall be binding upon both cities and their heirs, successors and assigns. Neither party may assign any part or all of its rights or obligations under this agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

SECTION 18.0 – INDEMNIFICATION AND DEFENSE

SUMNER shall defend, indemnify and save harmless BONNEY LAKE, its officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of SUMNER, its officers, employees, agents or assigns associated with this Agreement. In executing this Agreement, SUMNER does not assume liability or responsibility for, or in any way release BONNEY Lake from liability or responsibility which arises in whole or in part from the existence or effect of BONNEY LAKE ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such BONNEY LAKE ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, BONNEY LAKE shall defend the same at its sole expense, and if judgment is entered or damages are awarded against BONNEY LAKE, SUMNER, or both, BONNEY LAKE shall satisfy the same, including all chargeable costs and attorney's service charges.

BONNEY LAKE shall defend, indemnify and save harmless SUMNER, its officers, employees, agents, and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of BONNEY LAKE, its officers, employees, agents or assigns associated with this Agreement. In executing this Agreement, BONNEY LAKE does not assume liability or responsibility for, or in any way release SUMNER from any liability or responsibility which arises in whole or in part from the existence or effect of SUMNER ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such SUMNER ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, SUMNER shall defend the same at its sole expense, and if judgment is entered or damages are awarded against SUMNER, BONNEY LAKE, or both, SUMNER shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 19.0 – INSURANCE COVERAGE

BONNEY LAKE and SUMNER shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with self-insured retention of no more than \$2,000,000 and a policy limit of no less than \$5,000,000.

SECTION 20.0 -- NOTICE

Any formal notice or communication to be given by BONNEY LAKE to SUMNER under this Agreement shall be deemed properly given, if delivered, or mailed postage prepaid and addressed to:

City of Sumner
1104 Maple Street
Sumner, WA 98390
Attn: City Administrator

Any formal notice or communication to be given by SUMNER to BONNEY LAKE under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Bonney Lake
19306 Bonney Lake Blvd.
P.O. Box 7380
Bonney Lake WA 98390

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either party giving notice thereof to the other party as herein provided.

SECTION 21.0 - DISPUTES

The laws of the State of Washington shall govern this Agreement. Disputes regarding financial obligations arising out of Sections 4,5,7,8 and 9 of this Agreement shall be resolved through binding arbitration, either by an arbitrator selected by the parties, or if the parties cannot agree on an arbitrator, by an arbitrator appointed by the American Arbitration Association under its Commercial Dispute Resolution Procedures. All other disputes shall be resolved through such means as the parties may agree upon, or else by lawsuit filed in Pierce County Superior Court. The prevailing party in any arbitration or lawsuit shall be entitled to an award of reasonable attorney and consultant fees and costs.

SECTION 22.0 -- WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 23.0 - AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 24.0 - SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

CITY OF SUMNER

By: *Barkes Sumner*
Mayor

Date: 5-20-02

Attest:

Susan B. Clary
City Clerk

Date: 5/20/02

Approved as to Form: Approved as to Form:

Pat Bosman
City Attorney

Date: 5/20/02

CITY OF BONNEY LAKE

By: *[Signature]*
Mayor

Date: 5-3-02

Attest:

Gayle Butcher
City Clerk

Date: 6-3-02

James J. [Signature]
City Attorney

Date: 6-3-02
Res 994 - April 30, 2002

ORIGINAL No 1

May 10, 2002

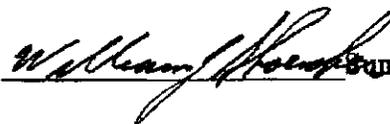
LETTER OF UNDERSTANDING

**Regarding the
INTERLOCAL AGREEMENT FOR IMPROVEMENTS AND EXPANSION OF THE
SUMNER WASTEWATER TREATMENT FACILITY**

To clarify the intent of Section 8:

The parties agree that BONNEY LAKE will pay one-third of the amount owing no later than June 10, 2002 (30 days after contract execution), one-third on April 1, 2003, and one-third on April 1, 2004. The second and third payments will include interest in the amount of 4.5 percent annum paid on the unpaid balance beginning as of January 1, 2002.


Seth Boettcher
Bonney Lake Public Works Director


William Hoopes
Sumner Public Works Director

APPENDIX C
SUMNER WASTEWATER TREATMENT PLANT
NPDES PERMIT

Issuance Date: June 4, 2001
Effective Date: July 1, 2001
Expiration Date: June 30, 2006
Modification Date: December 23, 2003

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WASTE DISCHARGE PERMIT No. WA0023353

State of Washington
DEPARTMENT OF ECOLOGY
Olympia, Washington 98504-7600

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90.48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1251 et seq.

City of Sumner
1104 Maple Street
Sumner, Washington

<u>Plant Location:</u> 13114 – 63 rd Street East	<u>Receiving Water:</u> White (Stuck) River
<u>Water Body I.D. No.:</u> WA-10-1030	<u>Discharge Location:</u> Latitude: 47° 12' 00" N Longitude: 122° 15' 25" W
<u>Plant Type:</u> Municipal-Secondary Activated Sludge	

is authorized to discharge in accordance with the special and general conditions that follow.

Kelly Susewind, P.E., P.G.
Southwest Region Manager
Water Quality Program
Washington State Department of Ecology

TABLE OF CONTENTS

	<u>Page</u>
SUMMARY OF PERMIT REPORT SUBMITTALS.....	4
SPECIAL CONDITIONS	
S1. Discharge LIMITATIONS.....	5
A. Effluent Limitations (Flow < 2.62 MGD)	
B. Effluent Limitations (Flow < 3.43 MGD)	
C. Mixing Zone Descriptions	
S2. MONITORING REQUIREMENTS.....	9
A. Monitoring Schedule	
B. Sampling and Analytical Procedures	
C. Flow Measurement	
D. Laboratory Accreditation	
E. Additional Monitoring by the Permittee	
S3. Reporting and recordkeeping requirements.....	11
A. Reporting	
B. Records Retention	
C. Recording of Results	
D. Additional Monitoring by the Permittee	
E. Noncompliance Notification	
S4. FACILITY LOADING.....	12
A. Design Criteria	
B. Plan for Upgrade of Interim Facilities	
C. Plans for Maintaining Adequate Capacity	
D. Plan for Maintaining Adequate Capacity (Collection System)	
E. Duty to Mitigate	
F. Notification of New or Altered Sources	
G. Infiltration and Inflow Evaluation	
H. Waste load Assessment	
S5. OPERATION AND MAINTENANCE.....	15
A. Certified Operator	
B. O & M Program	
C. Short-term Reduction	
D. Electrical Power Failure	
E. Prevent Connection of Inflow	
F. Bypass Procedures	
G. Operations and Maintenance Manual	
S6. PRETREATMENT.....	18
A. General Requirements	
B. Wastewater Discharge Permit Required	
C. Identification and Reporting of Existing, New, and Proposed Industrial Users	
D. Industrial User Survey	
E. Duty to Enforce Discharge Prohibitions	

- S7. RESIDUAL SOLIDS..... 20
- S8. RECEIVING WATER STUDY 20
- S9. ACUTE TOXICITY 21
 - A. Testing Requirements
 - B. Sampling and Reporting Requirements
- S10. CHRONIC TOXICITY 23
 - A. Testing Requirements
 - B. Sampling and Reporting Requirements
- S11. OUTFALL EVALUATION 24
- GENERAL CONDITIONS 25
 - G1. SIGNATORY REQUIREMENTS..... 25
 - G2. RIGHT OF INSPECTION AND ENTRY 25
 - G3. PERMIT ACTIONS 26
 - G4. REPORTING A CAUSE FOR MODIFICATION 27
 - G5. PLAN REVIEW REQUIRED 27
 - G6. COMPLIANCE WITH OTHER LAWS AND STATUTES 27
 - G7. DUTY TO REAPPLY 28
 - G9. REDUCED PRODUCTION FOR COMPLIANCE 28
 - G10. REMOVED SUBSTANCES 28
 - G11. DUTY TO PROVIDE INFORMATION..... 29
 - G12. OTHER REQUIREMENTS OF 40 CFR..... 29
 - G13. ADDITIONAL MONITORING 29
 - G14. PAYMENT OF FEES..... 29
 - G15. PENALTIES FOR VIOLATING PERMIT CONDITIONS..... 29
 - G16. UPSET 29
 - G17. PROPERTY RIGHTS..... 30
 - G18. DUTY TO COMPLY 30
 - G19. TOXIC POLLUTANTS..... 30
 - G20. PENALTIES FOR TAMPERING 30
 - G21. REPORTING PLANNED CHANGES..... 30
 - G22. REPORTING ANTICIPATED NON-COMPLIANCE..... 30
 - G23. REPORTING OTHER INFORMATION 31
 - G24. REPORTING REQUIREMENTS APPLICABLE TO EXISTING MANUFACTURING,
COMMERCIAL, MINING, AND SILVICULTURAL DISCHARGERS 31
 - G25. COMPLIANCE SCHEDULES 31

SUMMARY OF PERMIT REPORT SUBMITTALS

Refer to the Special and General Conditions of this permit for additional submittal requirements.

Permit Section	Submittal	Frequency	First Submittal Date
S3.	Discharge Monitoring Report	Monthly	15 th day of the month following the completed monitoring period
S4.B.	Plans for Maintaining Adequate Capacity	As necessary	
S4.G.	Infiltration and Inflow Evaluation	Annually	with May 15 th , DMR
S4.H.	Waste load Assessment	Annually	with May 15 th , DMR
S6.D.	Industrial User Survey	1/permit cycle	August 15 th , 2002
S8.	Receiving Water Study Sampling and Quality Assurance Plan	1/permit cycle	180 days from the effective date of this permit.
S8.	Receiving Water Study Results	1/permit cycle	180 days before permit expiration
S9.	Acute Toxicity Effluent Characterization with Permit Renewal Application	2/permit cycle	January and July 2005: Once in the Last Summer & Once in the Last Winter Prior to Submission of the Renewal Application)
S10.	Chronic Toxicity Effluent Characterization with Permit Renewal Application	2/permit cycle	January and July 2005: Once in the Last Summer & Once in the Last Winter Prior to Submission of the Renewal Application)
S11.	Outfall Evaluation	Annually	with October 15 th , DMR
G7.	Application for Permit Renewal	1/permit cycle	180 days before permit expiration

SPECIAL CONDITIONS

S1. DISCHARGE LIMITATIONS

A. Effluent Limitations (Flow < 2.62 MGD)

All discharges and activities authorized by this permit shall be consistent with the terms and conditions of this permit. The discharge of any of the following pollutants more frequently than, or at a level in excess of, that identified and authorized by this permit shall constitute a violation of the terms and conditions of this permit.

The discharge of any pollutant not specifically authorized by this permit in concentrations which violate receiving water quality standards established under section 307(a) of the Clean Water Act or Chapter 173-201A WAC, shall also be a violation of this permit and the Clean Water Act.

Beginning on the effective date of this permit and lasting through the expiration date or until monthly flows exceed 2.62 MGD and the requirements of condition S4.B have been met, the Permittee is authorized to discharge municipal wastewater at the permitted location subject to complying with the following limitations:

	EFFLUENT LIMITATIONS^a: ≤ 2.62 MGD	
Parameter	Average Monthly	Average Weekly
Biochemical Oxygen Demand ^b (5 day)	30 mg/L, 655 lbs/day 85% Removal	45 mg/L, 983 lbs/day
Total Suspended Solids ^b	30 mg/L, 655 lbs/day 85% Removal	45 mg/L, 983 lbs/day
Fecal Coliform Bacteria	100/100 mL	200/100 mL
pH ^c	Daily minimum is equal to or greater than 6 and the daily maximum is less than or equal to 9.	
Parameter	Average Monthly³	Maximum Daily^d
Total Residual Chlorine	0.013 mg/L	0.033 mg/L
Total Ammonia (as NH ₃ -N) (May-Oct)	4.3 mg/L	9.7 mg/L, 213 lbs/day
Total Ammonia (as NH ₃ -N) (Nov-Apr)	8.7 mg/L	22 mg/L
Total Recoverable Copper ^{1,2}	15 µg/L	21 µg/L
Total Recoverable Mercury ^{1,2}	0.18 µg/L	0.26 µg/L
Total Recoverable Zinc ^{1,2}	88 µg/L	138 µg/L
^a The average monthly and weekly effluent limitations are based on the arithmetic mean of the samples taken with the exception of fecal coliform, which is based on the geometric mean.		

^bThe average monthly effluent concentration for BOD₅ and Total Suspended Solids shall not exceed 30 mg/L or 15 percent of the respective monthly average influent concentrations, whichever is more stringent.

^cIndicates the range of permitted values. When pH is continuously monitored, excursions between 5.0 and 6.0, or 9.0 and 10.0 shall not be considered violations provided no single excursion exceeds 60 minutes in length and total excursions do not exceed 7 hours and 30 minutes per month. Any excursions below 5.0 and above 10.0 are violations. The instantaneous maximum and minimum pH shall be reported monthly.

^dThe maximum daily effluent limitation is defined as the highest allowable daily discharge. The daily discharge means the discharge of a pollutant measured during a calendar day. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For other units of measurement, the daily discharge is the average measurement of the pollutant over the day.

Footnotes:

⁽¹⁾ The method detection level (MDL) for copper is 1 µg/L using graphite furnace atomic absorption spectrometry and method number 220.2 from 40 CFR Part 136. The quantitation level (QL) for copper is 5 µg/L (5 x MDL).

The method detection level (MDL) for mercury is 0.2 µg/L using cold vapor extraction absorption spectrometry and method number 245.1 or 245.2 from 40 CFR Part 136. The quantitation level (QL) for mercury is 5 µg/L (5 x MDL).

The MDL for zinc is 2 µg/L using inductively coupled plasma and method number 200.7 from 40 CFR Part 136. The quantitation level (QL) for zinc is 10 µg/L (5 x MDL).

These QLs will be used for assessment of compliance with these effluent limits. If the Permittee is unable to attain the MDL and QL in its effluent due to matrix effects, the Permittee shall submit a matrix specific MDL and QL to the Department by nine months after the effective date of this permit. The matrix specific MDL and QL shall be calculated as follows:

$MDL = 3.14 \times (\text{standard deviation of 7 replicate spiked samples})$. This corresponds to the calculation of the method detection limit, as defined in 40 CFR Part 136, Appendix B, with the provision that the MDL be calculated for a specific effluent matrix.

The $QL = 5 \times MDL$

Check standards at concentrations equal to the QL shall be analyzed alongside all compliance monitoring samples. Check standards shall be produced independently of calibration standards and maintained as a part of the Permittee's records. All check standard recovery data and duplicate measurements shall be submitted to the Department in the discharge monitoring report. The Department's precision goal is +/- 20%.

⁽²⁾ If the measured effluent concentration is below the QL as determined in Footnote #1 above, the Permittee shall report NQ for non-quantifiable.

⁽³⁾ Average values shall be calculated as follows: measurements below the MDL = 0; measurements greater than the MDL = the measurement.

B. Effluent Limitations (Flow > 2.62 MGD and < 3.43 MGD)

All discharges and activities authorized by this permit shall be consistent with the terms and conditions of this permit. The discharge of any of the following pollutants more frequently than, or at a level in excess of, that identified and authorized by this permit shall constitute a violation of the terms and conditions of this permit.

The discharge of any pollutant not specifically authorized by this permit in concentrations which violate receiving water quality standards established under section 307(a) of the Clean Water Act or Chapter 173-201A WAC, shall also be a violation of this permit and the Clean Water Act.

Beginning with the month that monthly average flow first exceeds 2.62 MGD and the requirements of condition S4.B have been met; and lasting through the expiration date the Permittee is authorized to discharge municipal wastewater at the permitted location subject to complying with the following limitations:

	EFFLUENT LIMITATIONS^a: ≥ 2.62 MGD	
Parameter	Average Monthly	Average Weekly
Biochemical Oxygen Demand ^b (5 day)	30 mg/L, 858 lbs/day 85% Removal	45 mg/L, 1284 lbs/day
Total Suspended Solids ^b	30 mg/L, 858 lbs/day 85% Removal	45 mg/L, 1284 lbs/day
Fecal Coliform Bacteria	100/100 mL	200/100 mL
pH ^c	Daily minimum is equal to or greater than 6 and the daily maximum is less than or equal to 9.	
Parameter	Average Monthly³	Maximum Daily^d
Total Residual Chlorine	0.011 mg/L	0.030 mg/L
Total Ammonia (as NH ₃ -N) (May-Oct)	3.3 mg/L	7.4 mg/L, 213 lbs/day
Total Ammonia (as NH ₃ -N) (Nov-Apr)	7.6 mg/L	19 mg/L
Total Recoverable Copper ^{1,2}	15 µg/L	20 µg/L
Total Recoverable Mercury ^{1,2}	0.14 µg/L	0.20 µg/L
Total Recoverable Zinc ^{1,2}	84 µg/L	132 µg/L
^a The average monthly and weekly effluent limitations are based on the arithmetic mean of the samples taken with the exception of fecal coliform, which is based on the geometric mean.		
^b The average monthly effluent concentration for BOD ₅ and Total Suspended Solids shall not exceed 30 mg/L or 15 percent of the respective monthly average influent concentrations, whichever is more stringent.		

^cIndicates the range of permitted values. When pH is continuously monitored, excursions between 5.0 and 6.0, or 9.0 and 10.0 shall not be considered violations provided no single excursion exceeds 60 minutes in length and total excursions do not exceed 7 hours and 30 minutes per month. Any excursions below 5.0 and above 10.0 are violations. The instantaneous maximum and minimum pH shall be reported monthly.

^dThe maximum daily effluent limitation is defined as the highest allowable daily discharge. The daily discharge means the discharge of a pollutant measured during a calendar day. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For other units of measurement, the daily discharge is the average measurement of the pollutant over the day.

Footnotes:

⁽¹⁾ The method detection level (MDL) for copper is 1 µg/L using graphite furnace atomic absorption spectrometry and method number 220.2 from 40 CFR Part 136. The quantitation level (QL) for copper is 5 µg/L (5 x MDL).

The method detection level (MDL) for mercury is 0.2 µg/L using cold vapor extraction absorption spectrometry and method number 245.1 or 245.2 from 40 CFR Part 136. The quantitation level (QL) for mercury is 5 µg/L (5 x MDL).

Since the final effluent limit for mercury is below the QL, the QL for mercury will be used for assessment of compliance with final effluent limits.

The MDL for zinc is 2 µg/L using inductively coupled plasma and method number 200.7 from 40 CFR Part 136. The quantitation level (QL) for zinc is 10 µg/L (5 x MDL).

These QLs will be used for assessment of compliance with these effluent limits. If the Permittee is unable to attain the MDL and QL in its effluent due to matrix effects, the Permittee shall submit a matrix specific MDL and QL to the Department by nine months after the effective date of this permit. The matrix specific MDL and QL shall be calculated as follows:

$MDL = 3.14 \times (\text{standard deviation of 7 replicate spiked samples})$. This corresponds to the calculation of the method detection limit, as defined in 40 CFR Part 136, Appendix B, with the provision that the MDL be calculated for a specific effluent matrix.

The $QL = 5 \times MDL$

Check standards at concentrations equal to the QL shall be analyzed alongside all compliance monitoring samples. Check standards shall be produced independently of calibration standards and maintained as a part of the Permittee's records. All check standard recovery data and duplicate measurements shall be submitted to the Department in the discharge monitoring report. The Department's precision goal is +/- 20%.

⁽²⁾ If the measured effluent concentration is below the QL as determined in Footnote #1 above, the Permittee shall report NQ for non-quantifiable.

⁽³⁾ Average values shall be calculated as follows: measurements below the MDL = 0; measurements greater than the MDL = the measurement.

C. Mixing Zone Descriptions

The maximum boundaries of the mixing zones are defined as follows:

Length:

Chronic: 100 feet upstream, 304 feet downstream.

Acute: 10 feet upstream, 31 feet downstream.

Width:

36 feet (18 feet each side from centerline of outfall port).

S2. **MONITORING REQUIREMENTS**

A. Monitoring Schedule

Category	Parameter	Units	Sample Point	Minimum Sampling Frequency	Sample Type
Wastewater Influent	Rainfall	inches	gauge at plant	daily 7/week	record daily
Wastewater Influent	Flow	MGD	influent	continuous	record daily
Wastewater Influent	BOD ₅	mg/l	influent	3/week	24-hour composite
Wastewater Influent	TSS	mg/l	influent	3/week	24-hour composite
Wastewater Effluent	Flow	MGD	final effluent	continuous	record daily
Wastewater Effluent	Temperature	°C	final effluent	daily 7/week	record daily
Wastewater Effluent	BOD ₅	mg/l	final effluent	3/week	24-hour composite
Wastewater Effluent	TSS	mg/l	final effluent	3/week	24-hour composite
Wastewater Effluent	Fecal Coliform Bacteria	cfu/100 mL	final effluent	3/week	grab
Wastewater Effluent	pH	standard units	final effluent	daily 7/week	grab
Wastewater Effluent	Total Residual Chlorine	mg/l	final effluent	daily 7/week	grab
Wastewater Effluent	Total Ammonia as (NH ₃ -N)	mg/l	final effluent	2/week	grab
Wastewater Effluent	Total Recoverable Copper	µg/L	final effluent	1/month	24-hour composite

Category	Parameter	Units	Sample Point	Minimum Sampling Frequency	Sample Type
Wastewater Effluent	Total Recoverable Mercury	µg/L	final effluent	1/month	24-hour composite
Wastewater Effluent	Total Recoverable Zinc	µg/L	final effluent	1/month	24-hour composite
Wastewater Effluent	Whole Effluent Toxicity		final effluent	See sections S9 & S10	24-hour composite

B. Sampling and Analytical Procedures

Samples and measurements taken to meet the requirements of this permit shall be representative of the volume and nature of the monitored parameters, including representative sampling of any unusual discharge or discharge condition, including bypasses, upsets and maintenance-related conditions affecting effluent quality.

Sampling and analytical methods used to meet the monitoring requirements specified in this permit shall conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136 or to the latest revision of *Standard Methods for the Examination of Water and Wastewater* (APHA), unless otherwise specified in this permit or approved in writing by the Department of Ecology (Department).

C. Flow Measurement

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the quantity of monitored flows. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted industry standard for that type of device. Frequency of calibration shall be in conformance with manufacturer's recommendations and at a minimum frequency of at least one calibration per year. Calibration records shall be maintained for at least three years.

D. Laboratory Accreditation

All monitoring data required by the Department shall be prepared by a laboratory registered or accredited under the provisions of, *Accreditation of Environmental Laboratories*, Chapter 173-50 WAC. Flow, temperature, settleable solids, conductivity, pH, and internal process control parameters are exempt from this requirement. Conductivity and pH shall be accredited if the laboratory must otherwise be registered or accredited. The Department exempts crops, soils, and hazardous waste data from this requirement pending accreditation of laboratories for analysis of these media.

E. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by this permit using test procedures specified by Condition S2. of this permit, then the results of this

monitoring shall be included in the calculation and reporting of the data submitted in the Permittee's self-monitoring reports.

S3. REPORTING AND RECORDKEEPING REQUIREMENTS

The Permittee shall monitor and report in accordance with the following conditions. The falsification of information submitted to the Department shall constitute a violation of the terms and conditions of this permit.

A. Reporting

The first monitoring period begins on the effective date of the permit. Monitoring results shall be submitted monthly. Monitoring data obtained during each monitoring period shall be summarized, reported, and submitted on a Discharge Monitoring Report (DMR) form provided, or otherwise approved, by the Department. DMR forms shall be received by the Department no later than the 15th day of the month following the completed monitoring period, unless otherwise specified in this permit. Priority pollutant analysis data shall be submitted no later than forty-five (45) days following the monitoring period. The report(s) shall be sent to the Department of Ecology, Southwest Regional Office, P.O. Box 47775, Olympia, Washington 98504-7775.

All laboratory reports providing data for organic and metal parameters shall include the following information: sampling date, sample location, date of analysis, parameter name, CAS number, analytical method/ number, method detection limit (MDL), laboratory practical quantitation limit (PQL), reporting units, and concentration detected.

Discharge Monitoring Report forms must be submitted monthly whether or not the facility was discharging. If there was no discharge during a given monitoring period, submit the form as required with the words "no discharge" entered in place of the monitoring results.

B. Records Retention

The Permittee shall retain records of all monitoring information for a minimum of three (3) years. Such information shall include all calibration and maintenance records and all original recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by the Department.

C. Recording of Results

For each measurement or sample taken, the Permittee shall record the following information: (1) the date, exact place, method, and time of sampling or measurement; (2) the individual who performed the sampling or measurement; (3) the dates the analyses

Modification Date: December 23, 2003

were performed; (4) the individual who performed the analyses; (5) the analytical techniques or methods used; and (6) the results of all analyses.

D. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by this permit using test procedures specified by Condition S2 of this permit, then the results of such monitoring shall be included in the calculation and reporting of the data submitted in the Permittee's DMR.

E. Noncompliance Notification

In the event the Permittee is unable to comply with any of the terms and conditions of this permit due to any cause, the Permittee shall:

1. Immediately take action to stop, contain, and cleanup unauthorized discharges or otherwise stop the noncompliance, correct the problem and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to the Department within (30) days after becoming aware of the violation.
2. Immediately notify the Department of the failure to comply.
3. Submit a detailed written report to the Department within thirty (30) days (five [5] days for upsets and bypasses), unless requested earlier by the Department. The report shall contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply.

S4. FACILITY LOADING

A. Design Criteria

1. Interim Criteria:

Flows or waste loadings of the following design criteria for the permitted treatment facility shall not be exceeded until the requirements of condition S4.B have been met:

Average flow for the maximum month: 2.62 MGD
Influent BOD₅ loading for maximum month: 5800 lbs/day
Influent TSS loading for maximum month: 5200 lbs/day
Instantaneous peak flow: 6.56 MGD

2. Final Criteria:

Flows or waste loadings of the following design criteria for the permitted treatment facility shall not be exceeded:

Average flow for the maximum month: 3.43 MGD

Influent BOD₅ loading for maximum month: 6400 lbs/day

Influent TSS loading for maximum month: 6400 lbs/day

Instantaneous peak flow: 8.55 MGD

B. Plan for Upgrade of Interim Facilities

1. Design flows will not be increased or re-rated to 3.43 MGD until the following actions have been completed:
 - a. Provide a permanent influent pumping unit replacing the interim portable unit used to handle peak influent flows in the event of an out-of-service pump.
 - b. Upgrade barminutor unit to meet Ecology's reliability criteria.
 - c. Upgrade or modify any other treatment units necessary for continuing to maintain capacity at the facility sufficient to achieve the effluent limitations and other conditions of this permit.
2. An updated intergovernmental agreement signed by Bonney Lake, Pierce County, and Sumner shall be submitted to Ecology.

C. Plans for Maintaining Adequate Capacity

When the actual flow or waste load reaches 85 percent of any one of the design criteria in S4.A.2. for three consecutive months, or when the projected increases would reach design capacity within five years, whichever occurs first, the Permittee shall submit to the Department, a plan and a schedule for continuing to maintain capacity at the facility sufficient to achieve the effluent limitations and other conditions of this permit. This plan shall address any of the following actions or any others necessary to meet this objective.

1. Analysis of the present design including the introduction of any process modifications that would establish the ability of the existing facility to achieve the effluent limits and other requirements of this permit at specific levels in excess of the existing design criteria specified in paragraph A above.
2. Reduction or elimination of excessive infiltration and inflow of uncontaminated ground and surface water into the sewer system.
3. Limitation on future sewer extensions or connections or additional waste loads.
4. Modification or expansion of facilities necessary to accommodate increased flow or waste load.

5. Reduction of industrial or commercial flows or waste loads to allow for increasing sanitary flow or waste load.

Engineering documents associated with the plan must meet the requirements of WAC 173-240-060, "Engineering Report," and be approved by the Department prior to any construction. The plan shall specify any contracts, ordinances, methods for financing, or other arrangements necessary to achieve this objective.

D. Duty to Mitigate

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment

E. Notification of New or Altered Sources

The Permittee shall submit written notice to the Department whenever any new discharge or a substantial change in volume or character of an existing discharge into the POTW is proposed which: (1) would interfere with the operation of, or exceed the design capacity of, any portion of the POTW; (2) is not part of an approved general sewer plan or approved plans and specifications; or (3) would be subject to pretreatment standards under 40 CFR Part 403 and Section 307(b) of the Clean Water Act. This notice shall include an evaluation of the POTW's ability to adequately transport and treat the added flow and/or waste load, the quality and volume of effluent to be discharged to the POTW, and the anticipated impact on the Permittee's effluent [40 CFR 122.42(b)].

F. Infiltration and Inflow Evaluation

1. The Permittee shall conduct an infiltration and inflow evaluation. Refer to the U.S. EPA publication, *I/I Analysis and Project Certification*, available as Publication No. 97-03 at: Publications Office, Department of Ecology, PO Box 47600, Olympia, WA, 98504-7600. Plant monitoring records may be used to assess measurable infiltration and inflow.
2. A report shall be prepared which summarizes any measurable infiltration and inflow. If infiltration and inflow have increased by more than 15 percent from that found in the first report based on equivalent rainfall, the report shall contain a plan and a schedule for: (1) locating the sources of infiltration and inflow; and (2) correcting the problem.
3. The report shall cover the period from January 1 through December 31 and be submitted annually with the May 15 discharge monitoring report.

G. Waste load Assessment

The Permittee shall conduct an annual assessment of their flow and waste load and submit a report to Ecology. The report shall cover the period from January 1 through December 31 and be submitted annually with the May 15 discharge monitoring report.

The report shall contain the following: an indication of compliance or noncompliance with the permit effluent limitations; a comparison between the existing and design monthly average dry weather and wet weather flows, peak flows, BOD, and total

suspended solids loadings; and (except for the first report) the percentage increase in these parameters since the last annual report. The report shall also state the present and design population or population equivalent, projected population growth rate, and the estimated date upon which the design capacity is projected to be reached, according to the most restrictive of the parameters above. The interval for review and reporting may be modified if the Department determines that a different frequency is sufficient.

S5. OPERATION AND MAINTENANCE

The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems, which are installed by a Permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

A. Certified Operator

An operator certified for at least a Class III plant by the state of Washington shall be in responsible charge of the day-to-day operation of the wastewater treatment plant. An operator certified for at least a Class II plant shall be in charge during all regularly scheduled shifts.

B. O & M Program

The Permittee shall institute an adequate operation and maintenance program for their entire sewage system. Maintenance records shall be maintained on all major electrical and mechanical components of the treatment plant, as well as the sewage system and pumping stations. Such records shall clearly specify the frequency and type of maintenance recommended by the manufacturer and shall show the frequency and type of maintenance performed. These maintenance records shall be available for inspection at all times.

C. Short-term Reduction

If a Permittee contemplates a reduction in the level of treatment that would cause a violation of permit discharge limitations on a short-term basis for any reason, and such reduction cannot be avoided, the Permittee shall give written notification to the Department, if possible, 30 days prior to such activities, detailing the reasons for, length of time of, and the potential effects of the reduced level of treatment. This notification does not relieve the Permittee of their obligations under this permit.

D. Electrical Power Failure

The Permittee is responsible for maintaining adequate safeguards to prevent the discharge of untreated wastes or wastes not treated in accordance with the requirements of this permit during electrical power failure at the treatment plant and/or sewage lift stations either by means of alternate power sources, standby generator, or retention of inadequately treated wastes. The Permittee shall maintain Reliability Class II (EPA 430-99-74-001) at the wastewater treatment plant, which requires primary sedimentation and disinfection.

E. Prevent Connection of Inflow

The Permittee shall strictly enforce their sewer ordinances and not allow the connection of inflow (roof drains, foundation drains, etc.) to the sanitary sewer system.

F. Bypass Procedures

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited, and the Department may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, or 3) is applicable.

1. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health as determined by the Department prior to the bypass. The Permittee shall submit prior notice, if possible at least ten (10) days before the date of the bypass.

2. Bypass which is unavoidable, unanticipated and results in noncompliance of this permit.

This bypass is permitted only if:

- a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.
- c. The Department is properly notified of the bypass as required in condition S3E of this permit.

3. Bypass which is anticipated and has the potential to result in noncompliance of this permit

The Permittee shall notify the Department at least thirty (30) days before the planned date of bypass. The notice shall contain: (1) a description of the bypass and its cause; (2) an analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing; (3) a cost-effectiveness analysis of alternatives including comparative resource damage assessment; (4) the

minimum and maximum duration of bypass under each alternative; (5) a recommendation as to the preferred alternative for conducting the bypass; (6) the projected date of bypass initiation; (7) a statement of compliance with SEPA; (8) a request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated; and (9) steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.

For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above shall be considered during preparation of the engineering report or facilities plan and plans and specifications and shall be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

The Department will consider the following prior to issuing an administrative order for this type bypass:

- a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.
- b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.
- c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, the Department will approve or deny the request. The public shall be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by the Department under RCW 90.48.120.

G. Operations and Maintenance Manual

The approved operation and maintenance manual shall be kept at the treatment plant and be available for inspection. All operators are responsible for being familiar with, and using, this manual.

In accordance with WAC 173-240-080, the Permittee shall follow the approved method of operation and maintenance for the facility. Proposed changes in methods of facility operation and maintenance are to be submitted and approved by Ecology prior to implementation.

The O&M manual shall be kept up-to-date regarding staffing and testing procedures including, but not limited to, the assignment of responsibilities, laboratory procedures, permit requirements, plant process control monitoring schedules, safety, emergency plans

and procedures, maintenance schedules, manufacturer's requirements and vendor information.

S6. PRETREATMENT

A. General Requirements

The Permittee shall work with the Department to ensure that all commercial and industrial users of the publicly owned treatment works (POTW) are in compliance with the pretreatment regulations promulgated in 40 CFR Part 403 and any additional regulations that may be promulgated under Section 307(b) (pretreatment) and 308 (reporting) of the Federal Clean Water Act.

B. Wastewater Discharge Permit Required

The Permittee shall not allow significant industrial users (SIUs) to discharge wastewater to the Permittee's sewerage system until such user has received a wastewater discharge permit from the Department in accordance with Chapter 90.48 RCW and Chapter 173-216 WAC, as amended.

C. Identification and Reporting of Existing, New, and Proposed Industrial Users

1. The Permittee shall take continuous, routine measures to identify all existing, new, and proposed SIUs and potential significant industrial users (PSIUs) discharging or proposing to discharge to the Permittee's sewerage system (see Appendix B of Fact Sheet for definitions).
2. Within 30 days of becoming aware of an unpermitted existing, new, or proposed industrial user who may be an SIU, the Permittee shall notify such user by registered mail that, if classified as an SIU, they shall be required to apply to the Department and obtain a State Waste Discharge Permit. A copy of this notification letter shall also be sent to the Department within this same 30-day period.
3. The Permittee shall also notify all PSIUs, as they are identified, that if their classification should change to an SIU, they shall be required to apply to the Department for a State Waste Discharge Permit within 30 days of such change.

D. Industrial User Survey

The Permittee shall complete and submit to the Department an Industrial User Survey listing all SIUs and PSIUs discharging to the POTW. The survey shall be received by the Department by **August 15, 2002**. At a minimum, the list of SIUs and PSIUs shall be developed by means of a telephone book search, a water utility billing records search, and a physical reconnaissance of the service area. Information on PSIUs shall at least include: the business name, telephone number, address, description of the industrial process(es), and the known wastewater volumes and characteristics. For assistance with the development of the Industrial User Survey, the Permittee shall refer to the Department's guidance document entitled "Performing an Industrial User Survey."

E. Duty to Enforce Discharge Prohibitions

1. In accordance with 40 CFR 403.5(a), the Permittee shall not authorize or knowingly allow the discharge of any pollutants into its POTW which cause pass through or interference, or which otherwise violates general or specific discharge prohibitions contained in 40 CFR Part 403.5 or WAC-173-216-060.
2. The Permittee shall not authorize or knowingly allow the introduction of any of the following into their treatment works:
 - a. Pollutants which create a fire or explosion hazard in the POTW (including, but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21).
 - b. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, or greater than 11.0 standard units, unless the works are specifically designed to accommodate such discharges.
 - c. Solid or viscous pollutants in amounts that could cause obstruction to the flow in sewers or otherwise interfere with the operation of the POTW.
 - d. Any pollutant, including oxygen demanding pollutants, (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
 - e. Petroleum oil, nonbiodegradable cutting oil, or products of mineral origin in amounts that will cause interference or pass through.
 - f. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity which may cause acute worker health and safety problems.
 - g. Heat in amounts that will inhibit biological activity in the POTW resulting in interference but in no case heat in such quantities such that the temperature at the POTW headworks exceeds 40⁰C (104⁰F) unless the Department, upon request of the Permittee, approves, in writing, alternate temperature limits.
 - h. Any trucked or hauled pollutants, except at discharge points designated by the Permittee.
 - i. Wastewaters prohibited to be discharged to the POTW by the Dangerous Waste Regulations (Chapter 173-303 WAC), unless authorized under the Domestic Sewage Exclusion (WAC 173-303-071).
3. All of the following are prohibited from discharge to the POTW unless approved in writing by the Department under extraordinary circumstances (such as a lack of direct discharge alternatives due to combined sewer service or the need to augment sewage flows due to septic conditions):

- a. Noncontact cooling water in significant volumes.
 - b. Stormwater, and other direct inflow sources.
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment, or would not be afforded a significant degree of treatment by the system.
4. The Permittee shall notify the Department if any industrial user violates the prohibitions listed in this section.

S7. RESIDUAL SOLIDS

Residual solids include screenings, grit, scum, primary sludge, waste activated sludge, and other solid waste. The Permittee shall store and handle all residual solids in such a manner so as to prevent their entry into state ground or surface waters. The Permittee shall not discharge leachate from residual solids to state surface or ground waters.

S8. RECEIVING WATER STUDY

The Permittee shall collect receiving water information necessary to determine if the effluent has a reasonable potential to cause a violation of the water quality standards. If reasonable potential exists the Department will use this information to calculate effluent limits. All sampling and analysis shall be conducted in accordance with the guidelines given in *Guidelines and Specifications for Preparing Quality Assurance Project Plans*, Ecology Publication 91-16. The Permittee shall submit a sampling and quality assurance plan for Department review and approval within 180 days of the effective date of this permit.

The Permittee shall sample and analyze the receiving water for BOD₅, Dissolved Oxygen, Alkalinity, Total Ammonia, Total Kjeldahl Nitrogen, Hardness, Temperature, and pH, salinity, mercury, and arsenic. The following metals shall be analyzed for both total recoverable and dissolved: zinc, copper, lead, silver, cadmium, nickel, and chromium. The time of sampling shall be as close as possible to the time of critical period. The Permittee shall follow the clean sampling techniques (*Method 1669: Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels*, EPA Publication No. 821-R-95-034, April 1995). The sampling station accuracy requirements are ± 20 meters. The receiving water sampling location should be outside the zone of influence of the effluent. The Department considers ten receiving water samples to be the optimal data set and four to be the minimum, for determining reasonable potential to cause a violation of the water quality standards. All chemical analysis shall be conducted according to methods given in 40 CFR 136 and shall have the following detection levels:

POLLUTANT PARAMETER	DETECTION LIMIT REQUIRED
Copper	1.0 µg/L
Lead	1.0 µg/L
Nickel	1.0 µg/L
Chromium	1.0 µg/L
Zinc	4.0 µg/L
Cadmium	0.1 µg/L
Selenium	2.0 µg/L
Silver	0.2 µg/L
Mercury	0.2 µg/L
Arsenic	1.0 µg/L

Any subsequent sampling and analysis shall also meet these requirements. The Permittee may conduct a cooperative receiving water study with other NPDES Permittees discharging in the same vicinity. The Permittee shall submit the results of the study to the Department within 90 days of completing the effluent and receiving water studies.

S9. ACUTE TOXICITY

A. Testing Requirements

The Permittee shall test final effluent once in the last summer and once in the last winter prior to submission of the application for permit renewal. The two species listed below shall be used on each sample and the results submitted to the Department as a part of the permit renewal application process. The Permittee shall conduct acute toxicity testing on a series of five concentrations of effluent and a control in order to be able to determine appropriate point estimates and an NOEC. The percent survival in 100 percent effluent shall also be reported.

Acute toxicity tests shall be conducted with the following species and protocols:

1. Fathead minnow, *Pimephales promelas* (96 hour static-renewal test, method: EPA/600/4-90/027F)
2. Daphnid, *Ceriodaphnia dubia*, *Daphnia pulex*, or *Daphnia magna* (48 hour static test, method: EPA/600/4-90/027F).

B. Sampling and Reporting Requirements

1. All reports for effluent characterization or compliance monitoring shall be submitted in accordance with the most recent version of Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria* in regards to format and content. Reports shall contain bench sheets and reference toxicant results for test methods. If the lab provides the toxicity test data on floppy disk for electronic entry into the Department's database, then the Permittee shall send the disk to the Department along with the test report, bench sheets, and reference toxicant results.
2. Testing shall be conducted on 24-hour composite effluent samples. Samples taken for toxicity testing shall be cooled to 4 degrees Celsius while being collected and shall be sent to the lab immediately upon completion. The lab shall begin the toxicity testing as soon as possible but no later than 36 hours after sampling was ended.
3. All samples and test solutions for toxicity testing shall have water quality measurements as specified in Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria* or most recent version thereof.
4. All toxicity tests shall meet quality assurance criteria and test conditions in the most recent versions of the EPA manual listed in subsection A. and the Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. If test results are determined to be invalid or anomalous by the Department, testing shall be repeated with freshly collected effluent.
5. Control water and dilution water shall be laboratory water meeting the requirements of the EPA manual listed in subsection A or pristine natural water of sufficient quality for good control performance.
6. The whole effluent toxicity tests shall be run on an unmodified sample of final effluent.
7. The Permittee may choose to conduct a full dilution series test during compliance monitoring in order to determine dose response. In this case, the series must have a minimum of five effluent concentrations and a control. The series of concentrations must include the ACEC.
8. All whole effluent toxicity tests, effluent screening tests, and rapid screening tests that involve hypothesis testing and do not comply with the acute statistical power standard of 29 percent as defined in WAC 173-205-020 must be repeated on a fresh sample with an increased number of replicates to increase the power.

S10. CHRONIC TOXICITY

A. Testing Requirements

The Permittee shall test final effluent once in the last summer and once in the last winter prior to submission of the application for permit renewal. All of the chronic toxicity tests listed below shall be conducted on each sample. The results of this chronic toxicity testing shall be submitted to the Department as a part of the permit renewal application process.

The Permittee shall conduct chronic toxicity testing on a series of at least five concentrations of effluent and a control in order to be able to determine appropriate point estimates and an NOEC. This series of dilutions shall include the acute critical effluent concentration (ACEC). The ACEC equals 55.6 percent effluent. The Permittee shall compare the ACEC to the control using hypothesis testing at the 0.05 level of significance as described in Appendix H, EPA/600/4-89/001.

Chronic toxicity tests shall be conducted with the following species and the most recent version of the following protocols:

Freshwater Chronic Toxicity Test Species		Method
Fathead minnow	<i>Pimephales promelas</i>	EPA/600/4-91/002
Water flea	<i>Ceriodaphnia dubia</i>	EPA/600/4-91/002
Alga	<i>Selenastrum capricornutum</i>	EPA/600/4-91/002

B. Sampling and Reporting Requirements

1. All reports for effluent characterization or compliance monitoring shall be submitted in accordance with the most recent version of Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria* in regards to format and content. Reports shall contain bench sheets and reference toxicant results for test methods. If the lab provides the toxicity test data on floppy disk for electronic entry into the Department's database, then the Permittee shall send the disk to the Department along with the test report, bench sheets, and reference toxicant results.
2. Testing shall be conducted on 24-hour composite effluent samples. Samples taken for toxicity testing shall be cooled to 4 degrees Celsius while being collected and shall be sent to the lab immediately upon completion. The lab shall begin the toxicity testing as soon as possible but no later than 36 hours after sampling was ended.
3. All samples and test solutions for toxicity testing shall have water quality measurements as specified in Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria* or most recent version thereof.

4. All toxicity tests shall meet quality assurance criteria and test conditions in the most recent versions of the EPA manual listed in subsection A. and the Department of Ecology Publication # WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. If test results are determined to be invalid or anomalous by the Department, testing shall be repeated with freshly collected effluent.
5. Control water and dilution water shall be laboratory water meeting the requirements of the EPA manual listed in subsection A or pristine natural water of sufficient quality for good control performance.
6. The whole effluent toxicity tests shall be run on an unmodified sample of final effluent.
7. The Permittee may choose to conduct a full dilution series test in order to determine dose response. In this case, the series must have a minimum of five effluent concentrations and a control. The series of concentrations must include the ACEC and the CCEC. The ACEC and CCEC may either substitute for the effluent concentration that is closest to it in the dilution series or be an extra effluent concentration.
8. All whole effluent toxicity tests that involve hypothesis testing and do not comply with the chronic statistical power standard of 39 percent as defined in WAC 173-205-020 must be repeated on a fresh sample with an increased number of replicates to increase the power.

S11. OUTFALL EVALUATION

The Permittee shall inspect the outfall line and discharge location once per month, and the submerged portion of the outfall line and diffuser once per year to document its integrity and continued function. If conditions allow for a photographic verification, it shall be included in the report. The Permittee shall note the inspections on the monthly DMRs in the notes section.

GENERAL CONDITIONS

G1. SIGNATORY REQUIREMENTS

All applications, reports, or information submitted to the Department shall be signed and certified.

- A. All permit applications shall be signed by either a principal executive officer or a ranking elected official.
- B. All reports required by this permit and other information requested by the Department shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - 1. The authorization is made in writing by a person described above and submitted to the Department.
 - 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)
- C. Changes to authorization. If an authorization under paragraph B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph B.2 above must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a document under this section shall make the following certification:

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

G2. RIGHT OF INSPECTION AND ENTRY

The Permittee shall allow an authorized representative of the Department, upon the presentation of credentials and such other documents as may be required by law:

- A. To enter upon the premises where a discharge is located or where any records must be kept under the terms and conditions of this permit.
- B. To have access to and copy - at reasonable times and at reasonable cost - any records required to be kept under the terms and conditions of this permit.
- C. To inspect - at reasonable times - any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
- D. To sample or monitor - at reasonable times - any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

G3. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated either at the request of any interested person (including the permittee) or upon the Department's initiative. However, the permit may only be modified, revoked and reissued, or terminated for the reasons specified in 40 CFR 122.62, 122.64 or WAC 173-220-150 according to the procedures of 40 CFR 124.5.

- A. The following are causes for terminating this permit during its term, or for denying a permit renewal application:
 - 1. Violation of any permit term or condition.
 - 2. Obtaining a permit by misrepresentation or failure to disclose all relevant facts.
 - 3. A material change in quantity or type of waste disposal.
 - 4. A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations and can only be regulated to acceptable levels by permit modification or termination [40 CFR part 122.64(3)].
 - 5. A change in any condition that requires either a temporary or permanent reduction, or elimination of any discharge or sludge use or disposal practice controlled by the permit [40 CFR part 122.64(4)].
 - 6. Nonpayment of fees assessed pursuant to RCW 90.48.465.
 - 7. Failure or refusal of the permittee to allow entry as required in RCW 90.48.090.
- B. The following are causes for modification but not revocation and reissuance except when the permittee requests or agrees:
 - 1. A material change in the condition of the waters of the state.
 - 2. New information not available at the time of permit issuance that would have justified the application of different permit conditions.

3. Material and substantial alterations or additions to the permitted facility or activities which occurred after this permit issuance.
 4. Promulgation of new or amended standards or regulations having a direct bearing upon permit conditions, or requiring permit revision.
 5. The Permittee has requested a modification based on other rationale meeting the criteria of 40 CFR part 122.62.
 6. The Department has determined that good cause exists for modification of a compliance schedule, and the modification will not violate statutory deadlines.
 7. Incorporation of an approved local pretreatment program into a municipality's permit.
- C. The following are causes for modification or alternatively revocation and reissuance:
1. Cause exists for termination for reasons listed in A1 through A7 of this section, and the Department determines that modification or revocation and reissuance is appropriate.
 2. The Department has received notification of a proposed transfer of the permit. A permit may also be modified to reflect a transfer after the effective date of an automatic transfer (General Condition G8) but will not be revoked and reissued after the effective date of the transfer except upon the request of the new permittee.

G4. REPORTING A CAUSE FOR MODIFICATION

The Permittee shall submit a new application, or a supplement to the previous application, along with required engineering plans and reports whenever a material change to the facility or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application shall be submitted at least sixty (60) days prior to any proposed changes. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

G5. PLAN REVIEW REQUIRED

Prior to constructing or modifying any wastewater control facilities, an engineering report and detailed plans and specifications shall be submitted to the Department for approval in accordance with Chapter 173-240 WAC. Engineering reports, plans, and specifications shall be submitted at least one hundred eighty (180) days prior to the planned start of construction unless a shorter time is approved by Ecology. Facilities shall be constructed and operated in accordance with the approved plans.

G6. COMPLIANCE WITH OTHER LAWS AND STATUTES

Nothing in this permit shall be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

G7. DUTY TO REAPPLY

The Permittee shall apply for permit renewal at least 180 days prior to the specified expiration date of this permit.

G8. TRANSFER OF THIS PERMIT

In the event of any change in control or ownership of facilities from which the authorized discharge emanate, the Permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Department.

A. Transfers by Modification

Except as provided in paragraph (B) below, this permit may be transferred by the Permittee to a new owner or operator only if this permit has been modified or revoked and reissued under 40 CFR 122.62(b)(2), or a minor modification made under 40 CFR 122.63(d), to identify the new Permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

B. Automatic Transfers

This permit may be automatically transferred to a new Permittee if:

1. The Permittee notifies the Department at least 30 days in advance of the proposed transfer date.
2. The notice includes a written agreement between the existing and new Permittees containing a specific date transfer of permit responsibility, coverage, and liability between them.
3. The Department does not notify the existing Permittee and the proposed new Permittee of its intent to modify or revoke and reissue this permit. A modification under this subparagraph may also be minor modification under 40 CFR 122.63. If this notice is not received, the transfer is effective on the date specified in the written agreement.

G9. REDUCED PRODUCTION FOR COMPLIANCE

The Permittee, in order to maintain compliance with its permit, shall control production and/or all discharges upon reduction, loss, failure, or bypass of the treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

G10. REMOVED SUBSTANCES

Collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall not be resuspended or reintroduced to the final effluent stream for discharge to state waters.

G11. DUTY TO PROVIDE INFORMATION

The Permittee shall submit to the Department, within a reasonable time, all information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee shall also submit to the Department upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

G12. OTHER REQUIREMENTS OF 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

G13. ADDITIONAL MONITORING

The Department may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

G14. PAYMENT OF FEES

The Permittee shall submit payment of fees associated with this permit as assessed by the Department.

G15. PENALTIES FOR VIOLATING PERMIT CONDITIONS

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars (\$10,000) and costs of prosecution, or by imprisonment in the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars (\$10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

G16. UPSET

Definition – “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that: 1) an upset occurred and that the Permittee can identify the cause(s) of the upset; 2) the permitted facility was being properly operated at the time of the upset; 3) the Permittee submitted notice of the upset as

required in condition S3.E; and 4) the Permittee complied with any remedial measures required under S5 of this permit.

In any enforcement proceeding the Permittee seeking to establish the occurrence of an upset has the burden of proof.

G17. PROPERTY RIGHTS

This permit does not convey any property rights of any sort, or any exclusive privilege.

G18. DUTY TO COMPLY

The Permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

G19. TOXIC POLLUTANTS

The Permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

G20. PENALTIES FOR TAMPERING

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this Condition, punishment shall be a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than four (4) years, or by both.

G21. REPORTING PLANNED CHANGES

The Permittee shall, as soon as possible, give notice to the Department of planned physical alterations or additions to the permitted facility, production increases, or process modification which will result in: 1) the permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b); 2) a significant change in the nature or an increase in quantity of pollutants discharged; or 3) a significant change in the Permittee's sludge use or disposal practices. Following such notice, this permit may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation of the terms and conditions of this permit.

G22. REPORTING ANTICIPATED NON-COMPLIANCE

The Permittee shall give advance notice to the Department by submission of a new application or supplement thereto at least one hundred and eighty (180) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate

unavoidable interruption of operation and degradation of effluent quality, shall be scheduled during noncritical water quality periods and carried out in a manner approved by the Department.

G23. REPORTING OTHER INFORMATION

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Department, it shall promptly submit such facts or information.

G24. REPORTING REQUIREMENTS APPLICABLE TO EXISTING MANUFACTURING, COMMERCIAL, MINING, AND SILVICULTURAL DISCHARGERS

The Permittee belonging to the categories of existing manufacturing, commercial, mining, or silviculture must notify the Department as soon as they know or have reason to believe:

- A. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in this permit, if that discharge will exceed the highest of the following “notification levels:”
 - 1. One hundred micrograms per liter (100 µg/l).
 - 2. Two hundred micrograms per liter (200 µg/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
 - 3. Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7).
 - 4. The level established by the Director in accordance with 40 CFR 122.44(f).
- B. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in this permit, if that discharge will exceed the highest of the following “notification levels:”
 - 1. Five hundred micrograms per liter (500µg/L).
 - 2. One milligram per liter (1 mg/L).
 - 3. Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7).
 - 4. The level established by the Director in accordance with 40 CFR 122.44(f).

G25. COMPLIANCE SCHEDULES

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than fourteen (14) days following each schedule date.