

**WEST SOUND UTILITY DISTRICT  
RESOLUTION 531-15**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF WEST SOUND UTILITY DISTRICT  
APPROVING A LEACHATE TREATMENT AGREEMENT  
WITH WASTE MANAGEMENT OF WASHINGTON**

**WHEREAS**, the last leachate treatment agreement with Waste Management of Washington was last executed on June 17, 2008; and

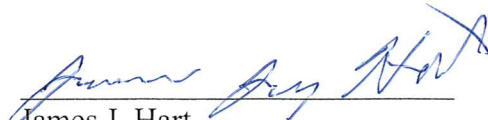
**WHEREAS**, it is the best interest of the District to update this leachate treatment agreement and adjust the rates that the District charges for such leachate treatment from the current rate of \$0.04 per gallon to \$0.065 per gallon; NOW, THEREFORE,

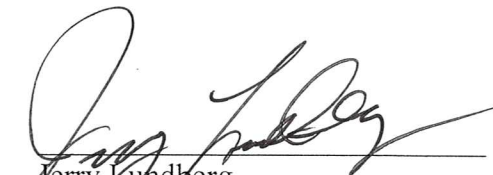
**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:**

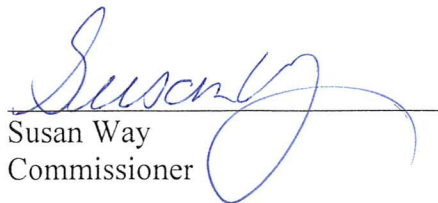
Section 1. West Sound Utility District hereby approves the execution of a Leachate Treatment Agreement (Exhibit "A") with Waste Management of Washington, and authorizes the General Manager to sign the agreement on behalf of the District.

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regular scheduled meeting on January 5, 2015.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

  
\_\_\_\_\_  
James J. Hart  
Commissioner

  
\_\_\_\_\_  
Jerry Lundberg  
Commissioner

  
\_\_\_\_\_  
Susan Way  
Commissioner

LEACHATE TREATMENT AGREEMENT

EXHIBIT "A"

THIS LEACHATE TREATMENT AGREEMENT is entered into on this ~~and made effective as of the~~ day of \_\_\_\_\_, 2008-2015, between WEST SOUND UTILITY DISTRICT, (~~"West Sound"~~), ~~a municipal organization duly organized and existing under the laws of the State of Washington~~ a Washington State municipal corporation, hereinafter referred to as "District", and Waste Management of Washington, Inc. (~~"WM"~~), hereinafter referred to as "WM".

1. SCOPE

1.1 WM owns and operated the closed Olympic View Sanitary Landfill located at 9300 SW Barney White Road, Port Orchard, Washington. WM is seeking a means to dispose its leachate on an as-needed basis.

1.2 ~~West Sound~~ The District manages and operates the ~~Joint Wastewater Treatment Facility (the Facility)~~ South Kitsap Water Reclamation Facility, hereinafter referred to as the "Facility", located at 1165 Beach Drive, Port Orchard, Washington 98366. The Facility is owned jointly by the City of Port Orchard and ~~West Sound District~~.

1.3 The Facility agrees to accept leachate tendered by WM and that meets the limits as set by ~~West Sound~~ the District for, but not limited to, Biochemical Oxygen Demand, Total Suspended Solids, and Ammonia. ~~West Sound~~The District shall provide treatment of the leachate at the Facility and shall dispose of the treated leachate in accordance with all permits, rules, regulations, statutes and laws in effect at the time of delivery, including without limitation, the Facility's NPDES permit, or such other orders or permits as are applicable or appropriate. WM is not required to provide a minimum amount of leachate to the Facility. Acceptance of leachate may be discontinued in accordance with Section 7 of this Agreement.

1.4 WM's right to dispose of leachate at the Facility shall be contingent upon WM obtaining and maintaining all certificates, permits, and any other approval as may be required by and federal, state, or local authorities relating to the discharge of leachate. ~~West Sound~~The District shall cooperate with WM in its efforts to obtain such approvals and, except in the exercise of their police powers, shall take no action that would adversely affect the ability to obtain ~~said~~ such permits.

2. TERM

The term of this Agreement shall be ~~three (3)~~ five (5) years commencing on the effective date of this Agreement. At the expiration of the initial term of this Agreement, the term of this Agreement shall be automatically renewed for subsequent periods of ~~two (2)~~ three (3) years each unless either party provides written notice of termination to the other party at least sixty (60) calendar days prior to the expiration of the then-existing term.

3. COMPENSATION

3.1 WM shall pay ~~West Sound~~the District the rate of ~~\$0.04~~ \$0.065 per gallon of leachate discharged into the ~~West Sound District's~~ wastewater collection system or Facility. The price may be adjusted at the start of each renewal term based on the increase of cost of living over the previous contract period using the Consumer Price Index, CPI-U (Seattle, Tacoma, Bremerton) or by mutual agreement of

~~West Sound~~the District and WM. The volume discharged into ~~West Sound~~ the Facility shall be measured and reported in a manner mutually agreeable to WM and ~~West Sound~~the District prior to discharge. This compensation does not include any costs associated with transporting the leachate in the City's collection system and Marina Pump Station.

3.2 Costs for tests that are completed by ~~West Sound~~the District shall be charged to WM at the rates set forth in the then current Facility lab schedule. WM shall sample its leachate for BOD ~~annually~~ each discharge month and submit a copy of the sampling data to ~~West Sound~~the District. ~~West Sound~~The District reserves the right to conduct additional sampling of leachate, or to split samples for independent analysis by ~~West Sound~~the District. WM shall be responsible for the cost of any additional sampling or independent analysis of the leachate.

3.3 For each month that the Facility receives leachate deliveries from WM, ~~West Sound~~the District will charge WM a One Hundred Dollar (\$100) monthly administrative fee. This fee offsets the costs for monitoring the Agreement for that month.

3.4 ~~West Sound~~The District's billing cycle will be from the first day of the month through the last day of the month. An invoice will be issued to WM by the tenth day of the following month with payment due from WM to ~~West Sound~~the District within thirty (30) calendar days

#### 4. LEACHATE QUALITY AND LOADINGS

4.1 All terms and conditions of WM's Waste Discharge Permit, if any, subsequent Department of Ecology or Kitsap County Health orders, and permit renewals applicable to the discharge of leachate shall become a part of this Agreement and remain the responsibility of WM.

4.2 WM shall not discharge pollutants through the Facility into navigable waters in quantities or concentrations that cause or significantly contribute to a violation of any Facility NPDES Permit or other applicable federal, state, or local government regulation. Except as provided in Section 4.3, WM shall not discharge a quantity or quality of leachate that inhibits or disrupts the treatment process or operations of the facility in a manner that contributes to a violation of any requirement of the Facility's NPDES Permit.

4.3 Leachate discharges by WM shall be subject to the BOD effluent limitations of 300 mg/l. Within eight (8) hours after learning of any such exceedance of the BOD effluent limitations, WM shall provide verbal notice to the Facility Manager. WM shall correct the exceedance without undue delay and bring the leachate to within the BOD limitation by a mutually agreeable time not to exceed ten (10) calendar days. During such time that the leachate exceeds the Waste Discharge Permit BOD limits, WM shall pay the rate of ~~\$0.10~~ \$0.13 per gallon of leachate discharged.

4.4 ~~West Sound~~The District reserves the right to restrict or limit the quantity of leachate received at the Facility.

#### 5. MONITORING

5.1 ~~West Sound~~The District shall have access during normal business hours and reasonable advance notice (not less than ~~24~~ 48 hours) to WM leachate storage, pre-treatment, and load-out system ("leachate process") upon receiving approval by WM. ~~West Sound~~The District shall also have access, during normal business hours and reasonable advance notice (not less than ~~24~~ 48 hours) to the previous two (2) years of records of operation and maintenance of the leachate process.

5.2 WM shall maintain records of all information resulting from any monitoring activities for two (2) years. All sampling and analytical methods shall conform to industry standard guidelines (Standard Methods, 7<sup>th</sup> 21<sup>st</sup> Edition, 2005, or subsequent editions) establishing test procedures for the analysis of pollutants.

5.3 WM shall provide ~~West Sound~~the District copies of ~~all~~ the previous two (2) years of records, test results, reports, and other information that are referred to in Paragraph 5.2 of this Agreement within thirty (30) calendars of ~~West Sound~~the District's request for said such information.

## 6. LEACHATE DELIVERY

6.1 WM shall transport leachate from the landfill to a discharge point designated by ~~West Sound~~the District. Discharge of leachate is limited to locations specifically approved and designated by ~~West Sound~~the District.

6.2 WM shall provide to the Facility advance notice (not less than 48 hours) prior to transporting to the approved discharge point.

6.3 Each leachate delivery shall be entered into a weather-protected logbook maintained at a location mutually agreed to by ~~West Sound~~the District and WM. The entries shall show date, time, U.S. gallons total and the driver's signature. This logbook shall be accepted by parties as the record of deliveries for billing purposes. On the first business day of each month, WM shall provide West Sound a copy of the log entries for the previous month.

## 7. DISCONTINUANCE OF SERVICE

7.1 ~~West Sound~~The District may at any time temporarily suspend the discharge of leachate to the Facility in the event of an emergency or other cause attributable to the leachate that results in the inability of the Facility to process such leachate to meet the Facility's NPDES permit limits and requirements. Temporary suspension of discharge shall continue only as long as such emergency or other cause exists. Notice of suspension shall be made verbally or in writing by ~~West Sound~~the District. If verbal, immediate written notification shall be provided to WM by the next business day.

7.2 Either party may terminate this contract by providing written notice to the other party within sixty (60) calendar days of the termination date.

## 8. INDEMNIFICATION

8.1 WM shall be solely responsible for the transportation of the leachate and the manner in which the leachate enters into the ~~West Sound~~the District system and/or Facility. WM shall indemnify and hold harmless ~~West Sound~~the District and the City of Port Orchard for any damages, penalties and fines caused by the transportation of leachate or by spillage of leachate during transportation outside the designated discharge site. The indemnity shall include payment to ~~West Sound~~the District and/or the City of Port Orchard, as applicable, for all costs or litigation, if any (including reasonable attorneys' fees) incurred as a result of the negligent performance of this Agreement by WM.

8.2 WM shall be solely responsible for compliance with the conditions as set forth in its permits and orders applicable to the discharge of leachate, and shall hold harmless and indemnify ~~West Sound~~the District and the City of Port Orchard from any failure to so comply, to the extent that the District and City are not responsible for failure to comply.

8.3 ~~West Sound~~The District shall be responsible for the operation and maintenance of the Facility and the wastewater collection system and the manner in which the leachate follows through and is processed in such facility and systems. ~~West Sound~~The District shall hold WM harmless for any damages, penalties and fines caused by spillage of leachate, ~~not otherwise caused by WM except as outlined in Section 8.1.~~ The indemnity shall include payment to WM for all costs or litigation, if any (including reasonable attorneys' fees) incurred as a result of the negligent performance of this Agreement by ~~West Sound~~the District.

8.4 ~~West Sound~~The District shall be solely responsible for compliance with the conditions as set forth in the Facility's NPDES permit or subsequent permits and orders applicable to the collection or processing of leachate, and shall hold harmless and indemnify WM from any failure to so comply.

9. AMENDMENT OR MODIFICATION

No amendment or modification of the Agreement, including any addition or deletions shall be effective unless approved and executed by the parties in the same form and manner as and subject to the remaining provision of this Agreement.

10. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and is not intended to confer rights or benefits upon any third party except as previously stated herein.

11. GOVERNING LAW

11.1 This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue in connection with any legal proceedings affecting this Agreement shall be in the Superior Court of the State of Washington for Kitsap County.

11.2 This Agreement constitutes the entire agreement of the parties. There are no oral or other agreements between the parties, which affect this Agreement.

**Waste Management of Washington, Inc.**

**West Sound Utility District**

\_\_\_\_\_  
Printed Name:

Title: Director

Date: \_\_\_\_\_

Notification Addresses:

Waste Management of Washington  
C/o Waste Management, Inc.  
Attn: Area Director  
2400 West Union Avenue  
Englewood, CO 80110  
(303) 914-1454, (303) 914-9927 fax

\_\_\_\_\_  
Printed Name: Michael R. Wilson

Title: General Manager

Date: \_\_\_\_\_

West Sound Utility District  
2924 SE Lund Avenue  
Port Orchard, WA 98366  
(360) 876-2545, fax (360) 876-2587