

**PRETREATMENT SERVICES AGREEMENT
AMONG
CLARK COUNTY,
THE CITY OF BATTLE GROUND
AND
HAZEL DELL SEWER DISTRICT**

THIS AGREEMENT is made and entered into as of this 31st day of JANUARY, 2002 by and between the HAZEL DELL SEWER DISTRICT (hereinafter referred to as the "District"), the CITY OF BATTLE GROUND, WASHINGTON (hereinafter referred to as the "City"), (together the "Participants") and CLARK COUNTY, WASHINGTON (hereinafter referred to as the "County") (collectively, the "Parties"), all municipal corporations of the State of Washington.

WHEREAS, the County owns and operates a sewerage system consisting in part of regional interceptor sewers, and a sewage treatment and disposal plant operating for the benefit of its respective citizens; and

WHEREAS, the District has assumed the ownership of all local sewage collection services formerly owned and operated by the County, so that currently the County only operates the facilities for the receipt, treatment and disposal of Wastewater collected by the Participants, except for a small collection system in the Meadow Glade area of the County which the County owns (ownership has been transferred to the District). and

WHEREAS, the Parties have entered into a "Joint Contract Among Clark County, The City of Battle Ground, and Hazel Dell Sewer District for Sewage Treatment, Disposal, and Transport Services", dated March 28, 1995 (The "Joint Contract"), whereby the County receives wastewater from the Participants and transports it to the County's Salmon Creek Wastewater Treatment Plant ("SCWTP") for treatment and disposal; and

WHEREAS, the County needs to have the capability of enforcing the requirements of those sections of its NPDES Permit related to the SCWTP which are directed to or impacted by the Participants' wastewater discharges; and

WHEREAS, the Participants desire to continue to utilize the wastewater treatment system and to recognize and comply with its industrial waste control obligations under State and Federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the General Pretreatment Regulations (40 CFR Part 403); and

WHEREAS, the Parties must develop and implement certain elements of an Industrial Pretreatment Program pursuant to conditions contained in the NPDES Permit

(Permit # WA-002363-9 or its replacement) issued by the Washington State Department of Ecology (hereinafter referred to as "Ecology"); and

WHEREAS, in order to properly assist Ecology or the applicable Control Authority in the administration of the Industrial Wastewater Pretreatment Program, it is necessary to define appropriate jurisdictions; and

WHEREAS, it is in the best interests of the Parties and in the interest of the public health, safety, and welfare of the area served by the Parties that this Agreement be executed;

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

1. AUTHORITY FOR CONTRACT - COMPLETENESS - TERM

This Agreement is made and entered into in accordance with provisions of RCW 36.94.190 and 39.34. This Agreement, except where otherwise provided, shall be complete within itself. The terms of this Agreement may be amended only by written agreement of the Parties. This Agreement modifies only those provisions of the Joint Contract that conflict with the terms of this Agreement. This Agreement will remain in effect so long as the Joint Contract remains in effect. Termination of the Joint Contract shall also result in the termination of this Agreement. Any Party may terminate this Agreement upon giving thirty (30) days notice to the other Parties.

2. PURPOSE

It is recognized that Ecology is currently the Control Authority for the County's Salmon Creek Wastewater Treatment Plant ("SCWTP") Industrial Pretreatment Program. The purpose of this Agreement is to define the respective roles and responsibilities of the Parties in working cooperatively to meet Ecology's supplemental requirements for the administration of the State's Industrial Pretreatment Program. This Agreement is necessary because the Participants own and operate sewage collection systems which discharge into the County's SCWTP. The Parties are required to meet Ecology's conditions of pretreatment as set forth in the National Pollutant Discharge Elimination System "NPDES" Waste Discharge Permit, number WA-002363-9 or its replacement, regulating the Salmon Creek Tributary Sewer System ("SCTSS"). This Agreement sets the groundwork for a cooperative relationship, which will prove valuable, should delegation of pretreatment program responsibilities from the State be required or desired.

3. DEFINITIONS

- A. "Agreement" shall mean this Pretreatment Services Agreement.
- B. "City" shall mean the City of Battle Ground, Washington, a municipal corporation, or its successor.
- C. "Control Authority" shall mean the jurisdiction delegated the authority to issue permits under the federal pretreatment program (40 CFR Part 403) to users discharging to the SCWTP (a publicly owned treatment works or "POTW").
- D. "County" shall mean Clark County, Washington, a municipal corporation, or its successor.
- E. "District" shall mean the Hazel Dell Sewer District, a special purpose District within Clark County, Washington, or its successor.
- F. "Ecology" shall mean the Washington State Department of Ecology, or its successor.
- G. "Jurisdiction" shall mean the areas within the County's political boundaries subject to the County's governmental authority, or areas within the Participant's political boundaries and service areas subject to the Participant's governmental authority.
- H. "Participants" shall mean the City and the District.
- I. "Participant's Jurisdiction" shall mean the service area within which each Participant is responsible for providing wastewater collection services.
- J. "Parties" shall mean the County, the District and the City.
- K. "Pretreatment Program" shall mean an Industrial Wastewater Pretreatment Program administered by Ecology, the applicable Control Authority and/or the U.S. Environmental Protection Agency "EPA" under their respective laws and regulations and includes any requirements for local jurisdictions necessary to assist and support Ecology and/or EPA's Program. The pretreatment definitions and terms in each Participant's ordinance, resolution or code shall apply in this Agreement.
- L. "Salmon Creek Tributary Sewer System" ("SCTSS") shall mean the SCWTP, as well as those sanitary sewerage collection systems, storage lagoons, and interceptor lines that are owned and operated by the Parties, that discharge wastewater to the Salmon Creek Wastewater Treatment Plant.
- M. "SCWTP" shall mean Salmon Creek Wastewater Treatment Plant.

4. PRETREATMENT PROGRAM AUTHORITY

Ecology is currently the Control Authority over all local jurisdictions pursuant to The Joint Contract. The District has accepted the responsibility to act as a local agency to support the State's Pretreatment Program. The County has contracted with the District, giving the District the authority for the purposes of development, administration and coordination with Ecology, or applicable Control Authority, of pretreatment requirements for all commercial and industrial users serviced by the SCTSS. The District accepts the duty, as an authorized representative of the County, to develop, administer and coordinate this local, multi-jurisdictional Pretreatment Program to facilitate Ecology in the management of the State's Industrial Pretreatment Program.

The City designates the District as the agent of the City for the purposes of development, administration, management and coordination with Ecology of the NPDES permit pretreatment requirements for all commercial and industrial users serviced by the City. The District, on behalf of and as an agent for the City, agrees to perform technical and administrative duties necessary to develop, implement and conduct the activities required by the City's pretreatment ordinance including, but not limited to the following: (1) performing industrial user surveys; (2) providing technical services, such as sampling, chemical analysis and engineering advice; (3) providing permit assistance; (4) conducting inspection and compliance monitoring; and (5) coordinating Ecology information. In addition, the District is authorized, as an agent of the City, to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of the SCTSS.

5. APPLICABILITY

This Agreement shall apply to all commercial and industrial users discharging to the SCTSS, according to the most stringent requirements or individual discharge limits listed by the applicable Control Authority, the Participant's or the County. Any commercial or industrial user that discharges into a Participant's Jurisdiction but is located outside of the Participant's Jurisdiction shall enter into an agreement with the Participant.

6. INTERAGENCY COMMUNICATIONS

The management responsibilities for the duties of this Agreement are assigned to the following staff of each Party. All communications and reports in connection with this Agreement, unless otherwise noted, shall be directed to these staff.

INTERAGENCY REPORTING INFORMATION

Clark County:	Battle Ground:	Hazel Dell Sewer District:
SCWTP Manager	Public Works Director	Manager/Asst. Manager
Salmon Creek Treatment Plant	P.O. Box 37	8000 NE 52 nd Court
15100 NW McCann Road	Battle Ground, WA 98604	Vancouver, WA 98662
Vancouver, WA 98685		

Emergency Spill Reporting		
24-Hour Response (360) 696-0777 Salmon Creek Treatment Plant (360) 397-2271 Pager 408 - 3260	Battle Ground City Hall (360) 342-5000 Public Works (360) 342-5060	Hazel Dell Sewer District Pretreatment Coordinator (360) 750-5876
Southwest Washington Health District (360) 397-8428	Water Quality Engineer (Permits) Southwest Regional Office PO Box 47775 Olympia, WA 98504-7775 24 Hour Response (360) 407-6300	

7. INFORMATION MANAGEMENT

In order to inform all commercial and industrial users within the Participants' Jurisdiction of their responsibilities under the Pretreatment Program and the District's role in administering the Pretreatment Program, the Participants shall provide to such users, at a minimum, the following information:

A. An explanation of the administrative arrangements of this Agreement, clearly indicating that the District has been designated as the County and City's agent to assist Ecology in the administration of pretreatment regulations and the monitoring of commercial and industrial users in the Jurisdiction.

B. Information concerning the program, including applicable discharge prohibitions and restrictions, permit processing, accidental spill prevention, reporting requirements and enforcement sanctions.

C. The name, telephone number and address of appropriate officials and employees of the Parties from whom further information can be obtained.

Prior to connection to the SCTSS, all new commercial and industrial users shall be informed of their responsibility to provide survey information and shall be provided with general information concerning the Pretreatment Program.

8. COMMERCIAL AND INDUSTRIAL USER IDENTIFICATION

To identify and survey all commercial and industrial users the Parties shall require all commercial and industrial users to fully complete the appropriate section of the District's or the City's environmental user survey form.

At a minimum, commercial and industrial users will be processed as follows:

A. All new and existing users connected or applying for connection to the SCTSS shall complete and submit an environmental survey in accordance with City and District procedures.

B. The District will review the environmental survey submitted by the commercial and industrial user and determine if the user shall submit a more detailed environmental survey in accordance with City and District procedures.

C. Upon receipt of the completed environmental survey, the District will review and evaluate the information and determine if an Industrial Wastewater Discharge Permit is required. If a permit is required, the information will be forwarded to Ecology with a copy to the County and to the City for users within the City's Jurisdiction.

D. Each Participant will be responsible for forwarding a copy of all completed surveys to the District.

E. The District, on behalf of the County and City, will submit an annual report to Ecology specifying the users surveyed in each category. Copies of the report will be sent to the County and City.

9. EMERGENCY RESPONSE, NOTIFICATION AND SPILL PREVENTION

Each Party shall develop and implement its own Emergency Spill Response Plan ("Emergency Plan"). The Emergency Plan shall contain procedures to provide spill control containment and appropriate notification of the Parties. The Parties will take appropriate action, consistent with the Emergency Plan, in the event of the entry or possible entry into the SCTSS of any material that might damage the sewerage collection systems, and the treatment system, interfere with treatment processes, affect sludge disposal, cause the Parties to violate any condition of the NPDES permit, or create unsafe conditions for Party officials and employees or the public.

The Parties will jointly develop a program for identifying users that handle, store or use hazardous or toxic material or substances regulated by local, state or federal law; of their requirement and the submittal of an accidental spill prevention plan.

10. PERMITTING, MONITORING AND SAMPLING

The District will act as the local authorized representative of the Parties for coordinating with Ecology, or the applicable Control Authority, the permit administration and management, discharge monitoring, sample collection, laboratory analysis and compliance inspections as required by the Pretreatment Program.

Upon reasonable notice to a Participant's staff person identified in Section 6 of this agreement, and to the extent authorized by law, any authorized agent, officer or employee of the County may enter and inspect, at any reasonable time, the part of the sewer system of the Participant, that is connected to a commercial or industrial wastewater discharge for the purpose of determining compliance with pretreatment requirements. The right of entry and inspection shall include access to public streets, easements, and property within which the affected system is located. Additionally, any authorized agent, officer or employee of the County shall be permitted, as appropriate, and upon reasonable notice to such Participant staff person and the private owners, to enter onto private property to inspect commercial or industrial wastewater discharges. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the commercial or industrial user. The County shall have the right of entry and inspection of each Party's facilities, for the purposes of observation, measurement, sampling, testing and access to (with the right to copy) all records and documentation of operating procedures, process information, past upsets and violations, legal matters (except privileged documents), laboratory self-monitoring reports, analytical testing results, sludge management data, annual and monthly reports to Ecology and plant expansion information relative to pretreatment.

Upon reasonable notice to the County's staff person identified in section 6 of this agreement and to the intent authorized by law, any authorized agent, officer or employee of the District or City may enter and inspect, at any reasonable time, the SCWTP for the purpose of determining compliance with pretreatment requirements. The right of entry and inspection shall include on-site inspection of treatment facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all records and documentation of operating procedures, process information, past upsets and violations, legal matters (except privileged documents),

laboratory self-monitoring reports, analytical testing results, sludge management data, annual and monthly reports to Ecology and plant expansion information relative to pretreatment.

11. ENFORCEMENT

Ecology is currently the Control Authority for the SCTSS and has the authority to enforce the provisions of the Pretreatment Program as required by federal, state and local regulations.

The District hereby designates the County as the agent of the District to enforce the District's Pretreatment Resolution No.1031, as now in effect and as hereafter amended, against users located in the District's Jurisdiction. The County hereby accepts the designation.

The City will enforce the City's Pretreatment Ordinance within the City's jurisdiction. When a Participant becomes aware that a customer in its Jurisdiction is in violation of applicable discharge regulations or permit requirements, it shall notify the County and Ecology, or the applicable Control Authority, so that appropriate enforcement action is taken in accordance with its applicable ordinance/resolution or enforcement guidelines to eliminate the violation. Failure by the Participant to so notify the County and Ecology, or the applicable Control Authority, shall be a violation of this Agreement.

Where a spill potential or discharge to the SCTSS appears to present an imminent danger to the health and welfare of persons or to interfere with the operation of the SCTSS, the applicable Participant shall immediately initiate steps to eliminate the spill potential and to halt or prevent the discharge.

In the event the Participant does not carry out full enforcement of the federal, state and local pretreatment regulations as determined by the County, the County is authorized to take such enforcement action as it deems appropriate directly against offending dischargers connected to the SCTSS pursuant to 40 CFR 403.8(f)(1)(vi). In the event the County proposes to take such enforcement action, it shall notify the appropriate Participant in writing and shall seek agreement with that Participant concerning the nature of the violation and the appropriate enforcement action. In the case of an emergency, as determined by the County, this written notice requirement shall be waived, but actual notice shall be given as soon as practicable and followed by written confirmation.

If the County determines that a Participant has failed or has refused to fulfill any federal, state, or local health regulations concerning that Participant's pretreatment obligations, or that any commercial or industrial discharger is violating the pretreatment ordinance/resolution or Program, and if the Participant has not fulfilled its obligations after having received due notice, (as described above) then the County may develop and issue a remedial plan containing a

description of the nature of the pretreatment deficiencies, an enumeration of necessary steps to be taken by the Participant, and a reasonable time schedule for attaining necessary compliance with all pretreatment requirements. The Participant agrees to immediately implement such plans. Should the Participant fail to do so, it is hereby agreed that such plan shall be specifically enforceable in a court of competent jurisdiction. If a Participant fails to satisfy the obligations set forth under the terms of any remedial plan, the County may, upon 30 days written notice, refuse to accept any industrial waste discharges from that Participant. Should any commercial or industrial discharger fail or refuse to comply with the pretreatment ordinance/resolution or Program, or with the remedial plan, the Participant shall seek, if appropriate, injunctive relief against such discharger. Each Party shall be kept up-to-date on all such enforcement actions through direct assistance or copies of all documents, or both, as appropriate.

The applicable Participant shall reimburse reasonable costs incurred by the County in association with enforcement actions. Costs incurred by any of the Parties beyond those costs identified as part of the annual Pretreatment Program budget established pursuant to Section 14 of this Agreement shall be the responsibility of the applicable Participant.

All fines levied for violations of Pretreatment Program ordinances/resolutions or discharge limits shall become the property of the individual Participant.

12. LOCAL LIMITS

An essential element of the local pretreatment support program is the development of technically based numerical effluent limitations ("local limits") on the discharge of incompatible pollutants to the Publicly Owned Treatment Works ("POTW"). Under the authority of Section 307(b) and 402(b)(8) of the Clean Water Act, and implementing regulations (40 CFR 403), the Parties have been required to submit an evaluation of the ability of the SCWTP to receive and adequately treat non-domestic wastes, and revise limitations for all commercial and industrial users, if necessary, regardless of category or subcategory. The District will perform the evaluations that are necessary to develop revised local limits as required by 40 CFR 403.5(c)(1), or to demonstrate that they are not necessary. If revisions or additions to local limits become necessary, the District or applicable Control Authority will forward to the Parties a copy of the intended revisions or additions ninety (90) days prior to enactment. The Parties shall adopt any such revisions or additions within ninety (90) days of the County's adoption. These limitations shall be incorporated by codification directly into the Participant's pretreatment ordinance/resolution.

13. ORDINANCES/RESOLUTIONS

Each Participant has adopted a pretreatment resolution/ordinance that conforms to the minimum legal requirements contained in the Federal Pretreatment Regulations (40 CFR Part 403) and that incorporate any other legal authorities specifically mandated by this Agreement or otherwise necessary to implement procedures outlined in this Agreement or in any current or future Federal or State pretreatment legislation and/or regulations. Whenever a Participant discovers a need to amend its pretreatment ordinance/resolution, it will immediately notify all other Parties. For purposes of this agreement, immediate notification means forwarding a copy of the proposed amendments within five (5) business days prior to enactment thereof. The Participants agree to enact amendments at least as stringent as those required or adopted by the applicable Control Authority. The Parties agree to periodically review their respective ordinances or resolutions and jointly draft and adopt amendments to their respective ordinances or resolutions when deemed necessary for the effective administration of the Pretreatment Program. At a minimum, such review shall be conducted in conjunction with the review of this Agreement (see Section 17); however, any Party, or the Control Authority, may request a joint review whenever deemed necessary.

14. COSTS OF PRETREATMENT ADMINISTRATION

The Participants shall be jointly responsible for the costs associated with the development and administration of the Pretreatment Program. Except for those enforcement costs dealt with in Section 11 of this Agreement, the allocation of the Pretreatment Program costs will be in accordance with Section 5 of the Contract Between Hazel Dell Sewer District and the City of Battle Ground for Sewage Treatment Capacity and Payment dated March 28, 1995. On an annual basis, the Parties shall establish a proposed budget and scope of work for the management and operations of the Pretreatment Program for the upcoming year. The District shall submit the budget, on or before September 1 of each year, to the County for use in calculating its overall maintenance and operations budget. On a quarterly basis, the District will provide an invoice to the County for reimbursement of actual costs, expenses and other financial activities incurred in association to the Pretreatment Program for the period.

15. BOUNDARY CHANGES BY ANNEXATION

Should any Participant acquire additional service area from another, due to boundary changes between the Participants or for other reasons, the Participant receiving the additional service area shall become the responsible Participant under this Agreement. Transfer of any

permits and other functions as necessary shall be accomplished as soon as practical after such change.

16. RESOLUTION OF DISPUTES

All disputes shall be resolved pursuant to Section 10 of the Joint Contract.

17. REVIEW OF AGREEMENT

The terms of this Agreement shall be reviewed upon request of any Party. At a minimum, this Agreement shall be reviewed in conjunction with issuance or re-issuance of the NPDES Permit to the SCWTP.

18. INDEMNIFICATION BY PARTIES

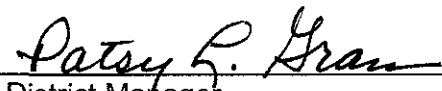
Each Party shall indemnify and hold harmless the other Parties from the respective Party's negligent acts and omissions.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers on this 31ST day of JANUARY 2002.

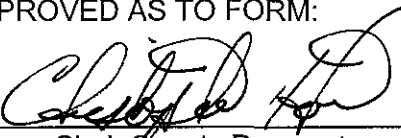
CLARK COUNTY PUBLIC WORKS

By: 
Director of Public Works

HAZEL DELL SEWER DISTRICT

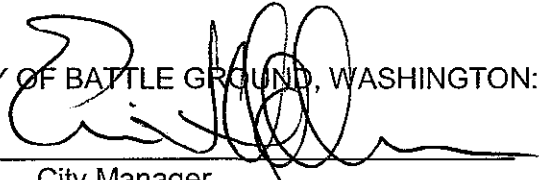
By: 
District Manager

APPROVED AS TO FORM:

By: 
Clark County Prosecutor

APPROVED AS TO FORM:

By: 
District Attorney

CITY OF BATTLE GROUND, WASHINGTON:
By: 
City Manager

APPROVED AS TO FORM:

By: 
City of Battle Ground Attorney