

## SULTAN CITY COUNCIL AGENDA COVER SHEET

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**ITEM NO:** C - 11

**DATE:** November 8, 2007

**SUBJECT:** Interlocal with the Town of La Connor  
Biosolids Handling

**CONTACT PERSON:** Public Works Director Dunn   
WWTP Supervisor Oesch

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**ISSUE:**

The issue before the City Council is to authorize the Mayor to execute an interlocal agreement between the Town of La Connor and the City of Sultan, to provide for proper handling, processing and disposal of dewatered sludge generated by the Sultan Wastewater Treatment Plant beyond the capacity of the current facilities.

**SUMMARY:**

The City of Sultan has inadequate facilities to properly handle the dewatered sludge produced at the Sultan Wastewater Treatment Facility and the Town of La Connor has sufficient capacity to handle the dewatered sludge at their facility.

**STAFF RECOMMENDATION:**

The City Council to authorize Mayor Tolson to sign the interlocal with the Town of La Connor to handle City of Sultan sludge at the La Connor Composting Facility. The agreement will be presented to the Town of La Connor Council for final approval.

**BACKGROUND:**

The City of Sultan took sludge to the City of Monroe until 2004; it was then hauled to Rye Grass Ranch, Kittitas in 2004-05. Currently dewatered sludge is being hauled to Groco Compost Facility in Renton and the La Connor Wastewater Treatment Plant in La Connor. The cost of materials to mix with sludge for composting went up which then raised the cost of disposing of dewatered sludge from \$32.00 to \$64.00 per ton plus hauling at Groco. Occasionally, the City of Sultan cannot reach the minimum of 9% dewatered sludge that is required to dispose at La Connor. In these instances, the dewatered sludge will be hauled to Groco.

**DISCUSSION:**

Key features of the La Connor Agreement:

- The cost \$27.00 per ton plus \$9.00 per month
- Maximum volume of dewatered sludge accepted is 100 tons per month
- The duration of this agreement shall be indefinite, but termination can be either party by providing sixty (60) day written notice.

- This agreement shall be subject to an annual review to be conducted on or around December 1 of each year for the duration of the agreement.

**FISCAL IMPACT:**

Cost for disposal at La Connor is \$27.00 per ton for 9% or greater of dewatered sludge, with a maximum of 100 tons per month. A volume greater than the 100 tons per month will require a written request from the City of Sultan to La Connor's Wastewater Treatment Plant Supervisor for permission to exceed these volumes.

In 2007, the average volume of sludge produced each month at the City of Sultan Wastewater Treatment Plant was 53 tons.

Groco Composting Facility charges \$64.00 per ton.

La Connor Wastewater Treatment Plant charges \$27.00 per ton.

Sultan's 2008 budget includes \$50,000.00 for dewatered sludge disposal.

The annual cost is \$40,704 at \$64.00 per ton estimating 636 tons per year. The budget includes a buffer in case material and disposal costs rise again in 2008.

**ALTERNATIVES:**

1. Continue hauling to Groco at \$64.00 per ton increases the cost of by 200%
2. Haul dewatered sludge to La Connor at \$27.00 per ton for composting and Groco when Sultan's dewatered sludge does not meet the 9%. Sultan WWTP Supervisor will be monitoring the production of and the percentage of solids of the dewatered sludge.

The City of Sultan is continuing to work with the City of Monroe to develop an interlocal to handle sludge by composting at Monroe's new site. This site is located at the old Honor Farm, with expected opening 2009.

**COUNCIL MOTION:**

Authorize the Mayor to sign the interlocal agreement with the Town of La Connor for handling Sultan's dewatered sludge by composting.

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**COUNCIL ACTION:**

**DATE:** November 8, 2007

**ATTACHMENTS:**

Attachment A Interlocal with the City of La Connor  
Attachment B Letter of Increased cost from Groco, Inc.



## CITY OF SULTAN INTERLOCAL AGREEMENT

**THIS AGREEMENT** is made and executed by and between the Town of La Connor, a municipal corporation, hereafter designated La Connor, and the City of Sultan, a municipal corporation, hereafter designated as Sultan.

**WHEREAS**, Sultan has inadequate facilities to properly handle the dewatered sludge produced from their wastewater treatment facility; and

**WHEREAS**, La Connor has sufficient capacity to handle the dewatered sludge generated by Sultan's wastewater treatment facility.

**NOW, THEREFORE**, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) La Connor and Sultan do agree as follows:

1. **PURPOSE**

The purpose of this agreement is to provide for proper handling, processing and disposal of dewatered sludge generated by Sultan beyond the capacity of their current facilities.

2. **DEFINITIONS**

"Dewatered Sludge" means the process of natural, chemical or mechanical removal of water from sludge, thereby reducing it to a damp solid with the lowest level of moisture attainable.

"Composting" means the biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decomposition.

"Wastewater Treatment Plant Supervisor" under general direction, to have responsibility for the operation of a sewage treatment plant or for the operation of a large and complex plant of either type; to maintain and repair facility treatment equipment; may instruct, lead or supervise employees and do other related work.

"Composting Facility" means a commercial facility that is operated for the purpose of producing compost from the onsite and/or offsite organic material fraction of the waste stream and is permitted, designed, and operated in compliance with the applicable regulations of the State of Washington.

3. **RESPONSIBILITIES**

La Connor will receive the dewatered sludge from Sultan at the La Connor Compost Facility. The unloading of the dewatered sludge at the La Connor Compost Facility is to be done under the supervision of a La Connor employee. La Connor will provide for the composting and the disposal of the dewatered sludge.

La Connor will maintain all permits pertaining to Bio Solids Composting in good standing with the Department of Ecology.

4. **VOLUME**

La Connor will accept dewatered sludge (greater than 9% solids) in the following volumes:

**100 tons per month**

Sultan shall make a written request to La Connor's Wastewater Treatment Plant Supervisor for permission to exceed these volumes.

5. **COST FOR SERVICES**

Sultan shall pay La Connor a \$9.00 base fee per month as an administration fee plus \$27.00 per ton of dewatered sludge, based on total solids greater than 9% delivered. La Connor shall bill Sultan on a monthly basis.

La Connor reserves the right to increase the dollar cost per ton in response to increases in labor and chemical costs.

La Conner shall give the Sultan a thirty (30) day written notification of any increase in the charges per ton for the receiving of de-watered sludge.

**6. TERM**

The duration of this agreement shall be indefinite, provided, however, the agreement may be terminated by either party by providing a sixty (60) day written notice to the other party, except La Connor reserves the right to terminate this agreement immediately if it determines the acceptance of dewatered sludge from Sultan is detrimental to its composting and disposal process facilities.

If conditions at the La Connor Wastewater Treatment Plant require, La Connor reserves the right to request Sultan to retain its dewatered sludge until such time as the conditions at the plant allow La Connor to accept the dewatered sludge.

**7. REVIEW**

This agreement shall be subject to an annual review to be conducted on or around December 1<sup>st</sup> of each year.

**8. HOLD HARMLESS AND INDEMNIFICATION**

Sultan shall save, keep and hold La Connor, its officers, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performance under this agreement which may be occasioned by any willful or negligent act or omission of Sultan or any of Sultan's employees or agents. La Connor shall save, keep and hold Sultan, its officers, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performance under this agreement which may be occasioned by any willful or negligent act or omission of La Connor or any of La Connor's employees or agents. In the event of concurrent acts by La Connor and Sultan and their officers, employees or volunteers giving rise to damages, costs or expenses occasioned by acts or omissions within the scope of this indemnity and hold harmless, each shall hold the other harmless to the degree of fault of that party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

CITY OF SULTAN

TOWN OF LA CONNER

By: \_\_\_\_\_  
Mayor BEN TOLSON

By: \_\_\_\_\_  
Mayor WAYNE EVERTON

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk LAURA KOENIG

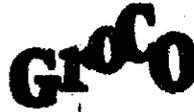
By: \_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney THOM H. GRAAFSTRA

By: \_\_\_\_\_  
City Attorney



# GroCo, Inc.

P.O. BOX 80502  
SEATTLE, WASHINGTON 98108  
(206) 822-5141

May 24, 2007

Dear Biosolids Producer,

At the present time, GroCo, Inc. is facing a bulking agent shortage. The price has tripled in the last 4 months and the supply has dwindled. We have tried to hold the line hoping that this was a short-term problem, but at this time it appears that it will only get worse. The pulp industry is taking more sawdust due to the shortage of pulp chips. Plus, import lumber is selling for less than the cost of U.S. production. The mills that we are contracted to have cut back production by over 50% and are looking at extended shutdowns if the lumber market doesn't improve. At a ratio of three parts sawdust to one part biosolids the costs have become totally uneconomical plus the fact that the sawdust just is not available at any price.

If the shortage and price does not improve within 60 days, GroCo, Inc. will have no choice other than to stop receiving biosolid. Thank you for understanding our position.

Sincerely,

Dear Biosolids Producer,  
**L.D. (Curley) Winebrenner**  
**Special Project Manager**

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Sincerely,

**L.D. (Curley) Winebrenner**  
**Special Project Manager**