

SULTAN CITY COUNCIL AGENDA COVER SHEET

ITEM NO: C - 8

DATE: July 10, 2008

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

CONTACT PERSON: Connie Dunn, Public Works Director 

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.

STAFF RECOMMENDATION:

The City Council to authorize Mayor Eslick to sign the Interlocal Agreement (ILA) with the Town of La Connor to receive City of Sultan sludge at the La Connor Composting Facility. The Town of La Connor Council approved this ILA, (Attachment A) staff is presenting it for Sultan Council to approve Mayor Eslick's signature.

The Council approved an ILA with La Connor on November 8, 2007 to compost dewatered sludge at \$27.00 per ton. La Connor is requesting a new ILA to increase the cost to \$101.00 per ton to cover increasing expenses.

SUMMARY:

The City of Sultan has inadequate facilities to handle the dewatered sludge produced at the Wastewater Treatment Facility; the Town of La Connor has sufficient capacity to process approximately fifty percent (50%) of Sultan's dewatered sludge at their facility.

Sultan will pay La Conner a \$9.00 base fee per month as an administration fee. Under the proposed ILA Sultan will pay La Conner a per ton fee of \$101.00 (measured as wet or scale weight), this is an increase from the existing \$27.00 per wet ton. The increased fee is based on the excessive feedstocks (sawdust and hog fuel) needed to compost the biosolids that Sultan produces from the existing dewatering equipment (a Somat). Sultan will deliver biosolids to La Conner billing Sultan monthly.

The reason Sultan hauls to La Connor at this time was a recommendation from Groco to find an alternative source for a share of Sultan's Biosolids in 2006. After a recent conversation Sultan Wastewater Plant Staff had with a Groco employee, it appears in the near future Groco may increase their tipping fees to triple of the current \$64.00 per wet ton.

BACKGROUND:

In the 1980's Sultan had a permit from Snohomish Health District to apply biosolids on private property in the Basin. The City of Sultan took sludge to the City of Monroe from 1991 to 2004. After Monroe was out of capacity to handle Sultans biosolids, Sultan contracted for hauling of the biosolids to Rye Grass Ranch, Kittitas, 2004-05. Currently dewatered sludge is being hauled to Groco Compost Facility in Renton and the La Connor Wastewater Treatment Plant in La Connor for proper handling and process.

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 is hauled to Groco. After reviewing the costs at Groco and La Conner, the City will be hauling to Groco until a new fee becomes effective.

The cost of materials to mix with biosolids for composting at Groco increased in 2005 that raised the cost of disposing of dewatered sludge from \$32.00 to \$64.00 per ton and Sultan's cost, Groco staff has told Sultan Staff there is an increase in fees being considered at Groco, likely triple existing costs.

DISCUSSION:

Key features of the La Connor Agreement:

- The cost \$101.00 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 conducted on or around December 1 of each year for the duration of the agreement.
- If conditions at the La Conner Wastewater Treatment Plant require, La Conner reserves the right to request Sultan to retain its dewatered sludge until the conditions at the plant allow La Conner to accept the dewatered sludge.

FISCAL IMPACT:

Cost for disposal at La Connor is \$101.00 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.

The 2008 average volume of sludge produced each month at the City of Sultan Wastewater Treatment Plant is 66.12 tons per month.

Groco Composting Facility currently charges \$64.00 per ton.

La Connor Wastewater Treatment Plant charges \$101.00 per ton.

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

The January – May 2008 cost for biosolids processing is \$14,318.86 for 330.6 ton.

Worst-case scenario, if Sultan were to haul the estimated tonnage to La Connor for the balance of the year, the tipping cost estimate is \$46,744.00 totaling approximately \$61,000.00 for 2008.

With La Connor's increased cost Sultan will be hauling to Groco as primary recipient as space and costs allow with La Connor as the secondary recipient. Cost could be reduced with splitting the haul to location.

ALTERNATIVES:

1. Continue hauling to Groco at \$64.00 per ton until they reject Sultan's biosolids or increase their tipping fees, using La Connor as an alternate source to haul dewatered sludge.
2. Approve the new ILA cost with the added cost for tipping to La Connor at \$101.00 per ton for composting. When Sultan's dewatered sludge does not meet the 9%, we can haul sludge to Gro Co. Sultan WWTP staff will be monitoring the production of and the percentage of solids of the dewatered sludge on a per trip basis to determine if the biosolids will go La Connor or Groco for composting.

City staff is working on biosolids handling by replacing the Somat with a Centrifuge that will produce a dryer product to compost. 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.

COUNCIL ACTION:

ATTACHMENTS:

Attachment A Interlocal with the City of La Connor May 20, 2008

After Recording, Return To:

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF LA CONNER AND THE CITY OF SULTAN**

THIS AGREEMENT is made and executed by and between the Town of La Conner, a Washington municipal corporation, hereafter designated as "La Conner," 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 Conner 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 Conner 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 its 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, shall 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

The City of Sultan shall provide the Town of La Conner with copies prior to unloading, all Biosolids analysis required by Washington State Department of Ecology as part of the City of Sultan Biosolids permit. In addition, if any WAC 173-160 table 3-pollutant concentration limits (see table) are exceeded, the Town of La Conner will not accept and or will bill the City of Sultan for expenses incurred with disposal.

Table 3 (WAC 173-160).

Pollutant	Limit (Monthly avg. concentration in mg/L per kilogram – dry weight basis)
Arsenic	41
Cadmium	39
Copper	1500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2800

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

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

4. **VOLUME**

La Conner will accept dewatered sludge (greater than 10% solids) in the following volumes:

100 measured (wet weight, scale weight) tons per month

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

5. **COST FOR SERVICES**

Sultan shall pay La Conner a \$9.00 base fee per month as an administration fee. Sultan shall pay La Conner a per ton fee of \$101.00 (measured as wet or scale weight). This fee is based on the excessive feedstocks needed to compost the biosolids that Sultan produces. Sultan will deliver all biosolids to La Conner and La Conner will bill Sultan monthly.

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

La Conner shall give Sultan a thirty (30) day written notification of any increase in the charges per ton for the receiving of dewatered 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 Conner 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 Conner Wastewater Treatment Plant require, La Conner reserves the right to request Sultan to retain its dewatered sludge until such time as the conditions at the plant allow La Conner to accept the dewatered sludge.

7. **REVIEW**

This agreement shall be subject to an annual review to be conducted on or around June 1st of each year.

8. HOLD HARMLESS AND INDEMNIFICATION

Sultan shall save, keep and hold La Conner, 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 Conner 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 Conner or any of La Conner's employees or agents. In the event of concurrent acts by La Conner 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.

CITY OF SULTAN

TOWN OF LA CONNER

By: Carolyn Eslick
~~BEN TOLSON~~ CAROLYN ESCLICK
Its: Mayor
Date: 5-22-08

By: Ramon Hayes
RAMON HAYES
Its: Mayor
Date: 5.15.08

ATTEST:

ATTEST:

By: _____
Laura Koenig, City Clerk

By: Lorraine Taylor
Lorraine Taylor, Town Clerk

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: Bradford E. Furlong
Bradford E. Furlong, WSBA #12924
Town Attorney