



SILVER LAKE WATER DISTRICT

WATER & SEWER SERVICE

January 19, 1999

Jeff Kelley-Clarke, Director
Snohomish County Solid Waste Management Division
2930 Wetmore
Everett, WA 98201

Re: Contingency Agreement

Dear Mr. Kelley-Clarke:

Pursuant to the discussions we have held over the last month, the Silver Lake Water District Board of Directors has agreed that an agreement between the District and the County to provide additional off-peak pumping capacity would be a benefit to the County without jeopardizing the District's facilities. We understand that previous experience indicates that you will only rarely need to use this capacity, but that in those circumstances this agreement will provide to the County significant cost savings and reduce the risk involved in over-the-road transport of leachate. Therefore, the Board is ready to make the following agreement with the County. Please review it and sign at the bottom to indicate acceptance of its terms.

1. Whenever the County determines that unusual weather conditions may bring leachate levels close to acceptable maximums in the lagoons at its pretreatment plant in the Cathcart area, the County shall notify the District that it may need to pump higher than normal volumes through the pipeline. Whenever possible, this notification shall be provided at least 24 hours in advance of any excess pumping. The County shall include a proposed pumping plan, including:

- daily volumes
- duration
- daily pumping schedule

2. Upon receipt of notification from the County, the District shall expeditiously determine whether the extra volumes can be received on the proposed schedule without significantly impacting normal operations. As soon as possible, the District will respond to the County with either an approval

for extra pumping or a denial of the same. In the former case, the District shall also note any requested changes in the proposed pumping plan.

3. Following receipt of approval from the District, the County shall be allowed to utilize the proposed pumping plan if the need arises until the weather problems lessen, or until the District notifies the County that a change is needed. Once a pumping plan is approved, the District shall provide at least 48 hours advance notice before requiring the County to return to normal pumping levels.
4. The District shall bill the County at the then-current regular rate for all leachate pumped to them up to the normal 144,000 gallons each day. For all leachate pumped in excess of 144,000 gallons, but less than 200,000 gallons, in a given day, the District shall bill the County at the rate of \$.03 (three cents) per gallon. For all leachate pumped in excess of 200,000 gallons in a given day, the District shall bill the County at the rate of \$.04 (four cents) per gallon.
5. At no time shall the County pump in excess of 250,000 gallons per day to District facilities.
6. The District may amend the prices for flows in excess of 144,000 gpd listed in this agreement at such time as it changes other rates charged to customers for receiving waste. At that time, the District and the County shall develop a revised written agreement to cover the new rates for excess flows. Nothing herein affects or limits the authority of the District to set regular rates for industrial users, including the County, for its flows up to 144,000 gpd at such time as the District Commissioners, in their sole discretion, elect to do so.
7. The following pumping plan will be used whenever flows up to 200,000 gallons in a given day is allowed:

Midnight - 5:00 AM	2,875 gallons @ 10 min intervals
5:00 AM - Midnight	1,000 gallons @ 10 min intervals

The following pumping plan will be used whenever flows up to 250,000 gallons in a given day is allowed:

Midnight - 5:00 AM	4,500 gallons @ 10 min intervals
5:00 AM - Midnight	1,000 gallons @ 10 min intervals

8. Either party may terminate this agreement by providing thirty days notice in writing to the other party.

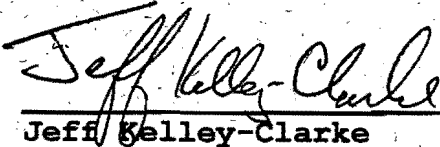
9. Except for terms changed by this agreement, all terms of the contract between the County and the District dated April 5, 1989 shall remain in full force and effect.

Sincerely,

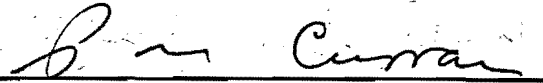


Patrick Curran, General Manager
Silver Lake Water District

Signature on the lines below constitutes acceptance of the terms stated in the letter above:



Jeff Kelley-Clarke
for Snohomish County



Patrick Curran
for Silver Lake Water District

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