

**ORDINANCE NO. 4088-25**

**An ORDINANCE regarding expired wholesale sewage disposal contracts, amending EMC 14.04.150**

**WHEREAS,**

- A. The City provides sewage disposal service to water and wastewater districts under long-term (usually 50-year) contracts. These contracts are complex and require extensive negotiation and staff work from both City and District staffs.
- B. A sewage disposal contract may expire before a replacement contract is prepared. The purpose of this ordinance is to recognize the longstanding practice that sewage disposal service may be continued after expiration until the replacement contract is prepared.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** EMC 14.04.150 is amended to add the underlined text below.

- A. Sewage disposal service may be provided through the Everett system for such areas outside and adjacent to the city as can, in the judgment of the mayor be feasibly served.
- B. Wholesale sewage disposal service shall be provided under contract or as otherwise provided in this subsection B, the terms of which will include, but are not limited to, the rates, regulations, and conditions as hereinafter provided:
  - 1. *Sewage Disposal Contract Limitation Outside the City.* Contracts for sewage disposal service to the city's system shall be limited to the county or any municipality or public body under whose jurisdiction local sewerage facilities may be constructed and operated.
  - 2. *Sewage Service Outside—Review by Mayor.* Prior to entering any contract, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
  - 3. *Service Charge for Sewage Outside the City.* Monthly service charge for disposal of sewage to the city system shall be as provided by contract.
  - 4. *Trunk and Lateral Connections Outside the City.* All trunks, laterals or any special facilities required for acceptance and transportation of sewage which shall be

connected to the city sewerage system shall be subject to approval of the mayor, and any additions to an approved system so connected shall also be subject to the approval of the mayor. Municipalities desiring a contract for connection to the city sewerage system shall file with the sewer department, or the city engineer, drawings describing and locating all trunks, laterals and any special facilities associated to the system. Satisfactory provisions for maintenance shall be made and where necessary, the city shall have the right to perform maintenance operations on facilities outside the city at the cost of the contracting party. The city shall have the right of inspection of all facilities connected to the city sewage system.

5. *Connections Points for Trunks, Laterals or Special Facilities Outside City.* All connections to the trunks, laterals, or special facilities of the city sewerage system shall be at points designed by the city. Connection shall be under the supervision of the city and the cost thereof shall be borne by the party connecting to the city system which cost shall be in addition to other charges.

6. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the sewerage system through or by any district, municipality or governmental unit contracting for such service, shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of continued transmission and treatment service to the entire district, municipality, or governmental unit.

7. *Expired sewer contracts.* If a wholesale sewage disposal contract expires and a replacement contract for that wholesaler is not yet in effect, the city may for a period not longer than five years after expiration, continue to provide sewage disposal service to the wholesaler in accordance with the following: (i) the rates and charges to be paid by the wholesaler for such service shall be as determined by the Public Works Director by written notice(s) to the wholesaler, but in no case will be less than the rates and charges as calculated under the provisions of expired contract and (ii) all other terms and conditions of such service shall be deemed the same as provided in the expired contract, except as determined otherwise from time to time by the Public Works Director by written notice(s) to the wholesaler. By continuing to deliver sewage to the city after contract expiration, the wholesaler is deemed subject to this subsection.

C. Retail sewer service shall be subject to the following conditions:

1. *Sewage Service Outside City—Review by Mayor.* Prior to allowing any retail service outside the city, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
2. *Service Charge for Sewage Outside City.* Monthly service charge for sewer service shall be as provided under the current sewer rate ordinances of the city, less surface water protection and enhancement, plus a fifty percent surcharge.

3. *Utility Service Agreement.* Properties located outside the city limits receiving water service from the city are deemed by the city as eligible to receive retail sewer service per the provisions of this chapter. Property owners requesting sewer service shall submit an agreement to be recorded on the property with the property records of Snohomish County in a form approved by the city attorney in which the owners and persons having an interest in the property agree to the following (unless otherwise authorized in writing by the city attorney): annexation of the property to the city; designation of the city's mayor or designee as attorney-in-fact to execute annexation documents; petition for and participation without protest in the formation of any local improvement district or utility local improvement district for sewer service; payment of connection fees and monthly charges established from time to time by the city; and agreement to abide by all city ordinances, rules, and regulations regarding sewer service.

4. *Connection Charge for Sewage Outside the City.* The connection charges for retail service areas outside the city limits shall be as provided in Section [14.08.135](#) (Special connection charges).

5. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the city sewerage system shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of service.

6. Areas outside the city shall not be eligible for benefits per Ordinance No. [1561-89](#), as amended.

7. Nothing in this section shall be construed to require the provision of sewer service outside of the city limits and the city's decision to extend such service shall remain a discretionary authority of the city.

**Section 2. The following is provided for reference and may not be complete:**

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 14.04.150	(Ord. 2366-99 § 1, 1999; prior code § 14.12.170)

**Section 3.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 4.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 5.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 6.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.



CASSIE FRANKLIN, MAYOR

ATTEST:



CITY CLERK

Passed: 04/16/2025

Valid: 04/17/2025

Published: 04/19/2025

Effective: 05/01/2025