

**COMPREHENSIVE
SEWER PLAN
AMENDMENT NO. 1**

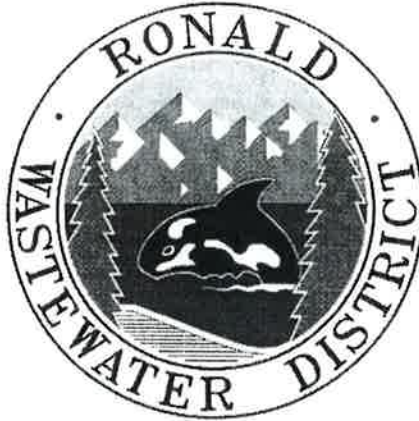


April 2001

Amendment No. 1 – August 2007



COMPREHENSIVE SEWER PLAN



Ronald Wastewater District King County, Washington

April 2001

AMENDMENT NO. 1 – AUGUST 2007

CHS Engineers, LLC



This report was prepared under the direction
of a registered professional engineer.

Prepared by: N. Diane Pottinger

Approved by: [Signature]

Date: 9/10/07



Ronald Wastewater District

Ronald Wastewater District
17505 Linden Avenue North
Post Office Box 33490
Shoreline, Washington 98133
(206) 546-2494

COMMISSIONERS

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Brian T. Carroll

GENERAL MANAGER

Michael U. Derrick

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DISTRICT ATTORNEYS

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CHAPTER 1

INTRODUCTION

This document sets forth the first amendment to the Ronald Wastewater District *Comprehensive Sewer Plan (CSP)* originally adopted on April 13, 2001 by District Resolution 01-19. The plan was submitted to the State Department of Ecology (DOE), King County (both the Health Department and the Council), and the City of Shoreline. It was deemed approved by these agencies for purposes of complying with RCW 57.16.010(6) effective July 12, 2001.

The purpose of this amendment is to update those portions of the CSP to support the District's provision of domestic sewer service for a portion of unincorporated Snohomish County and the Town of Woodway. This area was transferred to Ronald Sewer District (now known as Ronald Wastewater District) from King County effective January 1, 1986.

The Comprehensive Sewer Plan dated April 2001 and adopted April 13, 2001 remains in full force and effect, except where modified by this Amendment No. 1.

Amendments to Chapter 1

Insert the following sentences at the end of the paragraph under Section 1.1:

The District, as lead agency, reviewed a SEPA checklist for the adoption of this amendment and issued a Declaration of Non-significance on August 24, 2007 (see Appendix A). No comments were received regarding the DNS.

Insert the following words into the first sentence under 1.2(D):

- E. Using Puget Sound Regional Council and Snohomish County data, a projection of anticipated population growth in the District's Snohomish County wastewater service area was made to forecast wastewater generation for the next 20 years.

Insert the following words at the end of the first paragraph under section 1.4

- | | | |
|-------|---|--|
| North | - | except for a portion in Snohomish County which is bounded by the North line of the Southwest quarter of Section 35, Township 27 North, Range 3 East. |
| East | - | except for the portion in Snohomish County which is bounded by the East line of SW quarter of Section 35, Township 27 North, Range 3 East and the western limits of the Town of Woodway. |

Change the following numbers in the fourth paragraph under section 1.4

The District presently serves an area of approximately 4,088 acres and serves approximately 55,524 people (23,135 Residential Customer Equivalents or RCE's). Due to the size and natural drainage characteristics of the District, the commercial and domestic wastewater collected from within the District is treated at two separate wastewater treatment facilities: the City of Edmonds' treatment plant and King County's West Point treatment plant.

Insert the following words at the end of paragraph 8 under section 1.5

Of the 104.1 acres in the Ronald Wastewater District Snohomish County wastewater service area , 1.6 acres are in the Town of Woodway (Developed), 35.8 acres of the Point Wells area are Upland, 60.7 Lowland and 6 acres right of way, according to Snohomish County (see Figure 1.4). Burlington Northern Railroad approximately divides the Lowland and Upland areas.

Insert the following words at the end of Section 1.5:

Snohomish County has adopted the following ordinance impacting the District:

- 1994 – No. 94-030, Granting a utility franchise agreement to Shoreline Wastewater Management District (now Ronald Wastewaste District). The franchise agreement is to use the rights-of-way of certain county roads for the purposes of constructing, installing, and maintaining a sanitary sewer system.

Insert the following paragraph at the end of Section 1.6:

- Snohomish County – the local municipality that is responsible for the planning and zoning; issues local permits regulating road construction, building, etc. As a County, they establish land use regulations for the unincorporated portion of the Ronald Wastewater District sewer service area located in Snohomish County.

Insert/change the following lines to Table 1.1:

TABLE 1.1**FACILITIES AND SERVICES IN KING AND SNOHOMISH COUNTIES**

Facility/Service	Provider
Schools	Shoreline School District No. 412; some private schools, Shoreline Community College.
Fire Protection	Shoreline Fire Department (Fire District No. 4-Richmond Beach, North City & Shoreline).
Police Protection	City of Shoreline Police Department, Snohomish County Sheriff's Office.
Water Supply	Shoreline Water District, Seattle Public Utilities, Water Division, Olympic View Water and Sewer District; some private wells.
Public Transportation	METRO Transit local and express services, Sound Transit and Community Transit.
Telephone	Qwest Communications and Verizon.
Sewage Disposal	RWD & private septic systems.
Solid Waste	King County Solid Waste, Rabanco (Allied Waste), Waste Management NW, and King County Transfer Station No. 7.
Recreation	City of Shoreline Parks and Recreation; 7 community parks, 5 neighborhood playgrounds, 4 community playfields, and 1 community swimming pool, Snohomish County Parks Department.
Health	No hospitals are in the area served by the District. Health services are provided at Stevens Hospital in Edmonds and Northwest Hospital in Seattle as well at several clinics and doctors offices through the City of Shoreline.
Electrical	Seattle City Light & Snohomish County PUD.
Gas	Puget Sound Energy.
Stormwater Management	City of Shoreline Surface Water, Snohomish County.
Television	AT&T Broadband, Comcast.

Replace Figures 1.1, 1.2 and 1.3 with the attached revised Figures 1.1, 1.2 and 1.3.

Insert Figure 1.4

Amendments to Chapter 2

Insert the following words at the end of paragraph 4 under Section 2.2.

In the Ronald Wastewater District Snohomish County wastewater service area, elevation ranges from the marine shoreline of Puget Sound to over 220 feet. Referring to Figures 1.4 and 2.1, elevations in the Lowland area are between Mean Sea Level and 20 feet. Elevation in the Upland area range from 20 feet to 220 feet, the highest point in the District in Snohomish County being west of the Town of Woodway city limits.

Insert the following words at the end of paragraph 7 under Section 2.2

In Snohomish County, the Snohomish County records indicate the District's wastewater service area has geologic hazards on each Lowland parcel.

Insert the following words at the end of paragraph 3 under Section 2.3

There are no streams or wetlands in the District's Snohomish County wastewater service area.

Insert the following words at the end of the paragraph 1 under Section 2.6.

The Ronald Wastewater District Snohomish County Lowland area (less the parcel owned by King County) and the southwest parcel of the Upland area are owned by Paramount of Washington and contain an existing asphalt plant (refer to Figure 1.4). Flows from several locations throughout the parcels owned by Paramount are connected to the District's existing Lift Station No. 13. The remaining existing wastewater services in the Developed area are residential.

Insert the following words at the end of the paragraph 1 under Section 2.7.

The transportation access to the Ronald Wastewater District wastewater service area in Snohomish County is currently via the City of Shoreline's Richmond Beach Drive NW.

Insert the following text is added to the end of Section 2.8.

No. of Wells	Section, Range, Township
44	SW ¼, Sec. 35, T 27 N R 3 E

Amendments to Chapter 3

Insert the following text after Table 3.1 in Section 3.3.

There are currently four residential connections in the Developed area of Ronald Wastewater District's Snohomish County wastewater service area (refer to Figure 1.4). Assuming the majority of the Upland area is developed at the

current zoning of R-9,600, a total of 160 dwelling units could potentially be developed in the Upland area. The Lowland Area and a portion of the Upland area are zoned Heavy Industrial by Snohomish County (refer to Figure 1.4). No residential dwellings are currently located on these parcels. The Snohomish County GMA Comprehensive Plan identifies the potential for the parcels currently with a land use of Urban Industrial in Ronald Wastewater District's Snohomish County's wastewater service area to be changed to Mixed Use/Urban Center. Snohomish County's Comprehensive Plan identifies residential dwellings in Urban Centers to be not less than 12 dwellings per acre with maximum densities being established as part of more detailed planning. The total number of residential dwelling units and associated population for the Ronald Wastewater District Snohomish County area would be 880 units and 2,112 residents. As of the date of this Comprehensive Sewer Plan Amendment, an amendment to the Snohomish County Comprehensive Land Use Plan is currently under review to modify the existing land use to Mixed Use/Urban Center.

Insert the following text after Paragraph 1 under Section 3.4

The 2005 GMA Comprehensive Plan for Snohomish County was used to address land uses in the Ronald Wastewater District Snohomish County wastewater service area of the District.

Replace Figure 3.2 with the attached revised figure.

Insert the following text at the end of Table 3.2

Land Use Designation	Units, Acre	Density, persons/acre
Snohomish County		
Urban Low Density Residential	6	14.4
Urban Industrial	N/A	25**
Mixed Use/Urban Center	12 min.	28.8

**Assumed to be similar to a commercial use with no residential dwellings.

Amendments to Chapter 4

Insert the following text at the beginning of Table 4.1

Pipe Size in Inches	Slope* (Feet/Foot)
8 – dead end	0.005

Amendments to Chapter 5

Replace Figures 5.1 and 5.2 with the attached revised figures.

Insert the following text after Paragraph 4 under Section 5.7

There are no existing public sewers in the Ronald Wastewater District Snohomish County area north of Lift Station No. 13. Four residential parcels (Developed area, Figure 1.4) are located south of Lift Station No. 13 and are already receiving sewer service from Ronald Wastewater District. Sewage from these four lots flows into an 8" gravity sewer then into Lift Station No. 13.

Lift Station No. 13 was completely upgraded in 1996. The station receives flows from a medium density area southeast of the station as well as from the existing Paramount asphalt facility. The pumps were designed to accommodate 450 gpm. When development dictates, a predesign study should be completed to determine if Lift Station No. 13 requires increased capacity or if a lift station in another location in the Snohomish County wastewater service area is required.

Change the following text in Paragraph 2 under Section 5.8

The 2000 Basic Sewer Charge was \$6.90 per month, per Residential Customer Equivalent (RCE).

To: The 2007 Basic Sewer Charge is \$10.85 per month, per Residential Customer Equivalent (RCE).

Add the following text in table in Section 5.8

Customers Served by King County

	<u>District Charge</u>	<u>Treatment Charge</u>	<u>Total Monthly Charge</u>
2007	\$10.85	\$27.95	\$38.80

Customers Served by Edmonds

	<u>District Charge</u>	<u>Treatment Charge</u>	<u>Total Monthly Charge</u>
2007	\$10.85	\$18.80	\$29.65

Amendments to Chapter 6

Insert the following text after Paragraph 1 under Section 6.5

Flows from the Ronald Wastewater District Snohomish County wastewater service area are currently being directed to Lift Station 13 and into King County's Richmond Beach trunk line. The wastewater from this area is then treated by the City of Edmonds' wastewater treatment plant.

Insert the following text after Paragraph 1 under Section 6.7

Future sewers in the Ronald Wastewater District Snohomish County wastewater service area will be installed according to the current design, material standards, and procedures so as to minimize the potential for infiltration and inflow.

Replace Figure 6.1 with the attached revised figure.

Amendments to Chapter 7

Insert the following text after Section 7.4.10

7.4.11 Snohomish County Collector Sewer Main Installation

The Snohomish County wastewater extension projects will include construction of approximately 2,520 feet of 8-, 10- and 12-inch diameter gravity sewer mains in the public right of way. Specific layout of the lateral sewers in the Upland or Lowland areas (refer to Figure 1.4) is not included in this comprehensive sewer plan amendment. At this time, it is not known to what extent the area will be developed. Alternative alignments of pipe will be evaluated during development to determine the most efficient and cost effective route for the piping.

7.4.12 Lift Station No. 13 Upgrade or new lift station

An upgrade to Lift Station No. 13 or a new station in another location may also be required to handle additional flows. A more detailed evaluation will have to be made as development progresses.

Insert the following table after Table 7.1

TABLE 7.2
SIX-YEAR CAPITAL IMPROVEMENT PLAN
2007-2012

Year	Project	Description	Estimated Cost¹	Potential Funding*
2007-2012	7.4.1	I/I Program	\$145,000/yr	1,3
TBD	7.4.1	Basin 8 and 14 Sewer Repairs	\$1,080,000	1,2,3
TBD	7.4.1	Basins 1, 2 and 16 Sewer Repairs	\$530,000	1,2,3
TBD	7.4.1	Basins 17, 18, 19, 20, 21 & 22 Sewer Repairs	\$410,000	1,2,3
TBD	7.4.1	Basins 3, 4, 5, 6, 7, 9, 10, 11 & 13	\$290,000	1,2,3
TBD	7.4.11	Snohomish County Collector Sewer Main Installation	\$1,000,000	2,4
TBD	7.4.12	Lift Station No. 13 Upgrade or New Lift Station	\$500,000	2,4

¹Estimated Project Costs in 2007 dollars

*Potential funding sources for each project.

1. District's repair and replacement fund set aside from monthly service charges collected from District customers.
2. General Facilities Charges
3. Public Works Trust Fund Loan.
4. Developer

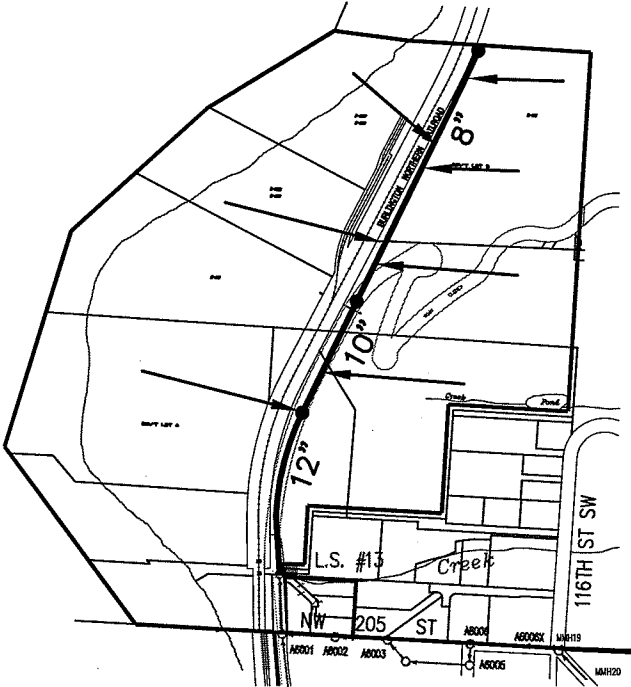
AMENDMENT TO APPENDIX A

Add Resolution No. 0728 (See Appendix B) for this Comprehensive Sewer Plan Amendment No. 1

AMENDMENT TO APPENDIX C

Add Declaration of Non-Significance and SEPA Checklist (attached) for the action of the adoption of this Comprehensive Sewer Plan Amendment No. 1.

RONALD WASTEWATER DISTRICT CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SUMMARY	
PROJECT NAME & NUMBER 7.4.11 Install New Collector Sewer Mains	ESTIMATED COST \$ 1,000,000
PROJECT DESCRIPTION Install approximately 2,520 feet of 8", 10" and 12" sewer main to provide sewer service in the RWD Snohomish County Area. (see attached)	
PROJECT BENEFIT/RATIONALE: To allow future residential and commercial development to occur in the RWD Snohomish County area.	
SCHEDULE: TO BE DETERMINED	
COST BREAKDOWN	
PROJECT COST:	
Engineering & Administration	\$ 236,000
Construction	\$ 676,000
Sales Tax	\$ 88,000
TOTAL	\$ 1,000,000

Project 7.4.11 – Snohomish County Sewer Main Installation

There are no current development plans for the Ronald Wastewater District Snohomish County wastewater service area (104.1 acres). Therefore, the following assumptions were made for the Upland and Lowland areas (refer to Figure 1.4) using the current land use:

- Urban Low Density Residential (ULDR) area (35.8 acres Upland area) and
- Urban Industrial (UI) area (60.7 acres south Lowland area).
- Developed (1.6 acres Town of Woodway)
- Right of way area (6 acres separating the Upland and Lowland area)

For the ULDR area, the 35.8 acres could become 160 residential dwelling units at the current zoning of R-9,600. Using 2.4 people per household, 85 gpcd for the 160 units and a peaking factor of 4 (see chapter 4), 130,560 gallons per day can be expected to be generated. By adding infiltration and inflow of 1,100 gpad to this amount, 170,160 gallons per day or 120 gpm would be generated in this ULDR area.

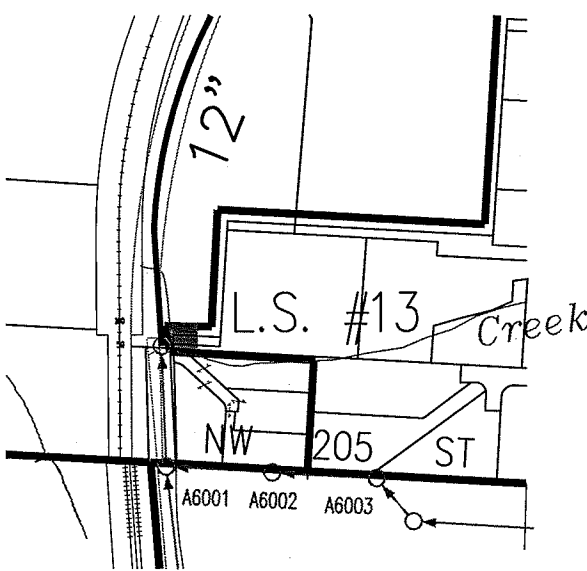
For the UI area, the 60.7 acres is currently being used as an asphalt plant which meets current land use. A proposal is currently before Snohomish County to change the land use classification from Urban Industrial to Mixed Use/Urban Center. The minimum residential zoning for this land use is R-12.

Using the same densities and flow rates as the Upland area, flows in the northern half (18.5 acres) of the Lowland area can expect to be 179,520 gpd of domestic flow. Including I/I, flows can reach 199,870 gpd or 139 gpm. The northern half combined with the Upland area flows would result in a total flow of 257 gpm. An 8" sewer can accommodate flows of this magnitude.

Flows in the southern half of the UI area (42.2 acres) can expect to generate 408,000 gpd domestic flow and 46,420 gpd I/I for a total of 452,420 gpd or 314 gpm. Added together with the Upland area and Lowland northern half, a total 542 gpm would be generated from the Ronald Wastewater District Snohomish County area. A 12" sewer main would be required to provide sewer service for this area. A combination of a 12", 10" and 8" sewer mains would be needed along the Railroad Right-of-Way to meet the future development needs. The Lowland area may require pumping system to move sewage from this area to the collector main.

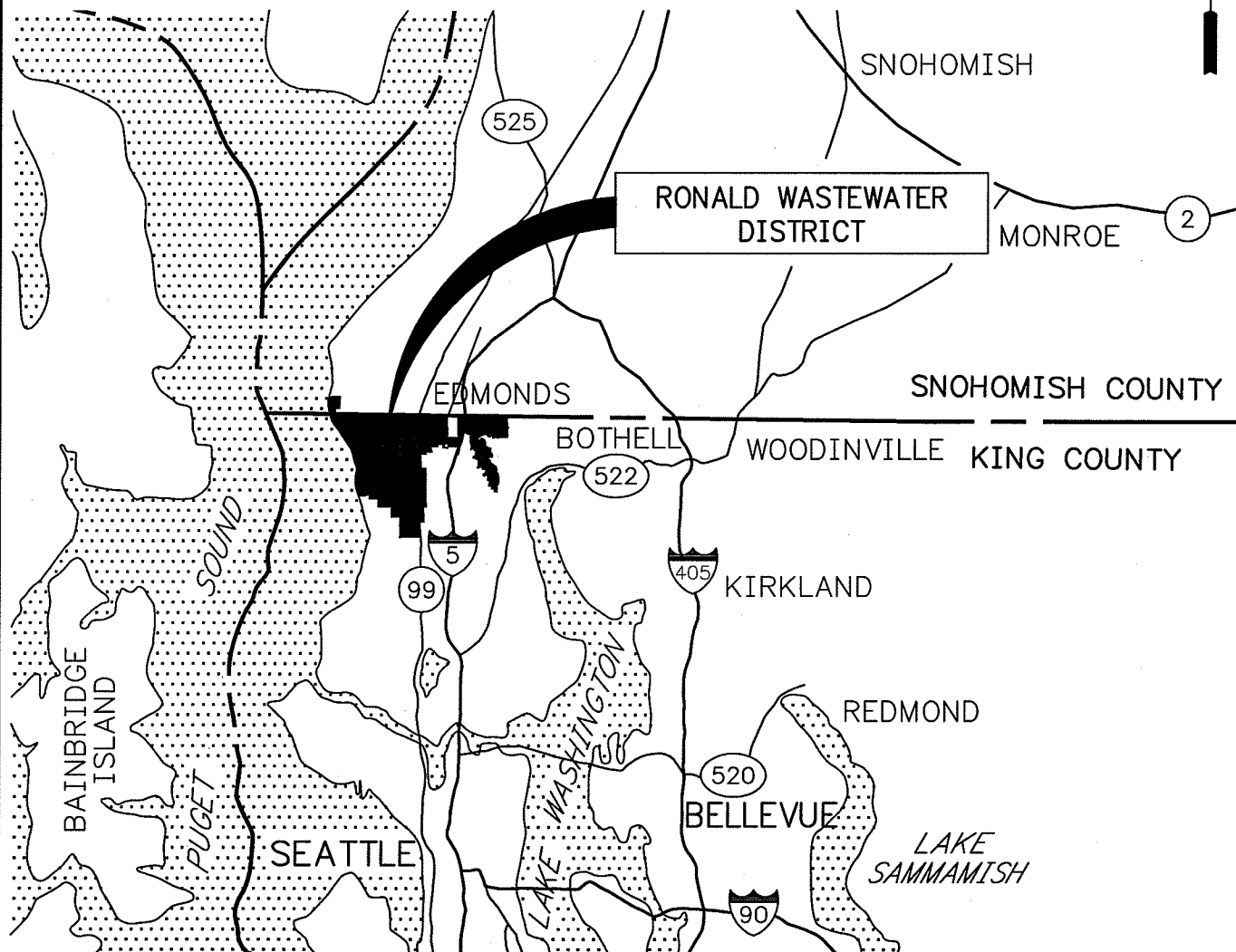
RONALD WASTEWATER DISTRICT

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SUMMARY	
PROJECT NAME & NUMBER 7.4.12 Upgrade or Install a New Lift Station	ESTIMATED COST <div style="text-align: right;">\$ 500,000</div>
PROJECT DESCRIPTION Upgrade or install new Lift Station to provide sewer service in the RWD Snohomish County Area.	
PROJECT BENEFIT/RATIONALE: To allow future residential and commercial development to occur in the RWD Snohomish County area.	
SCHEDULE: TO BE DETERMINED	
COST BREAKDOWN	
PROJECT COST:	
Engineering & Administration	\$ 120,000
Construction	\$ 340,000
Sales Tax	\$ 40,000
TOTAL	\$ 500,000

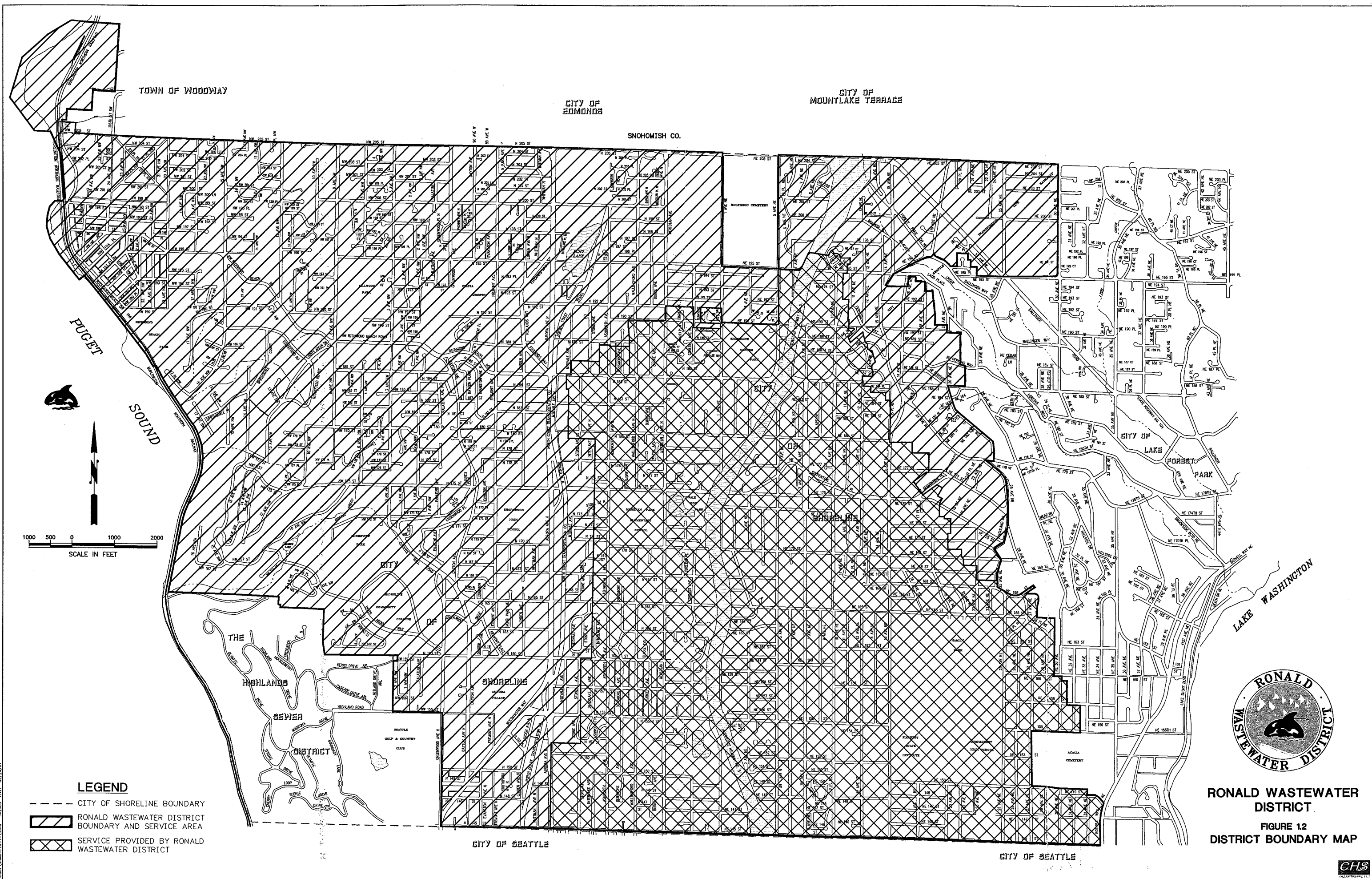
Project 7.4.12 – Upgrade or Install New Lift Station No. 13

The existing Lift Station is designed for approximately 65 acres, 22 acres of developed area in the City of Shoreline and the Town of Woodway and 43 acres of Urban Industrial. Therefore, the lift station service area will nearly double in size (52.8 acres) when the ULDR and UI areas are developed. The existing lift station has a pumping capacity of approximately 450 gpm at 50 ft TDH. It is likely the lift station will require an increase in capacity. A predesign report should explore the options of (1) upsizing the existing lift station, or (2) locating a new lift station in another location. These options should be explored prior to the new collector mains being constructed.



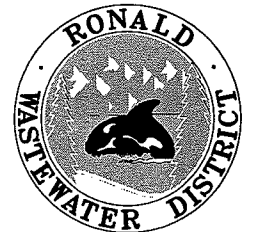
RONALD WASTEWATER
DISTRICT
COMPREHENSIVE SEWER PLAN
AMENDMENT NO. 1

**FIGURE 1.1
VICINITY MAP**



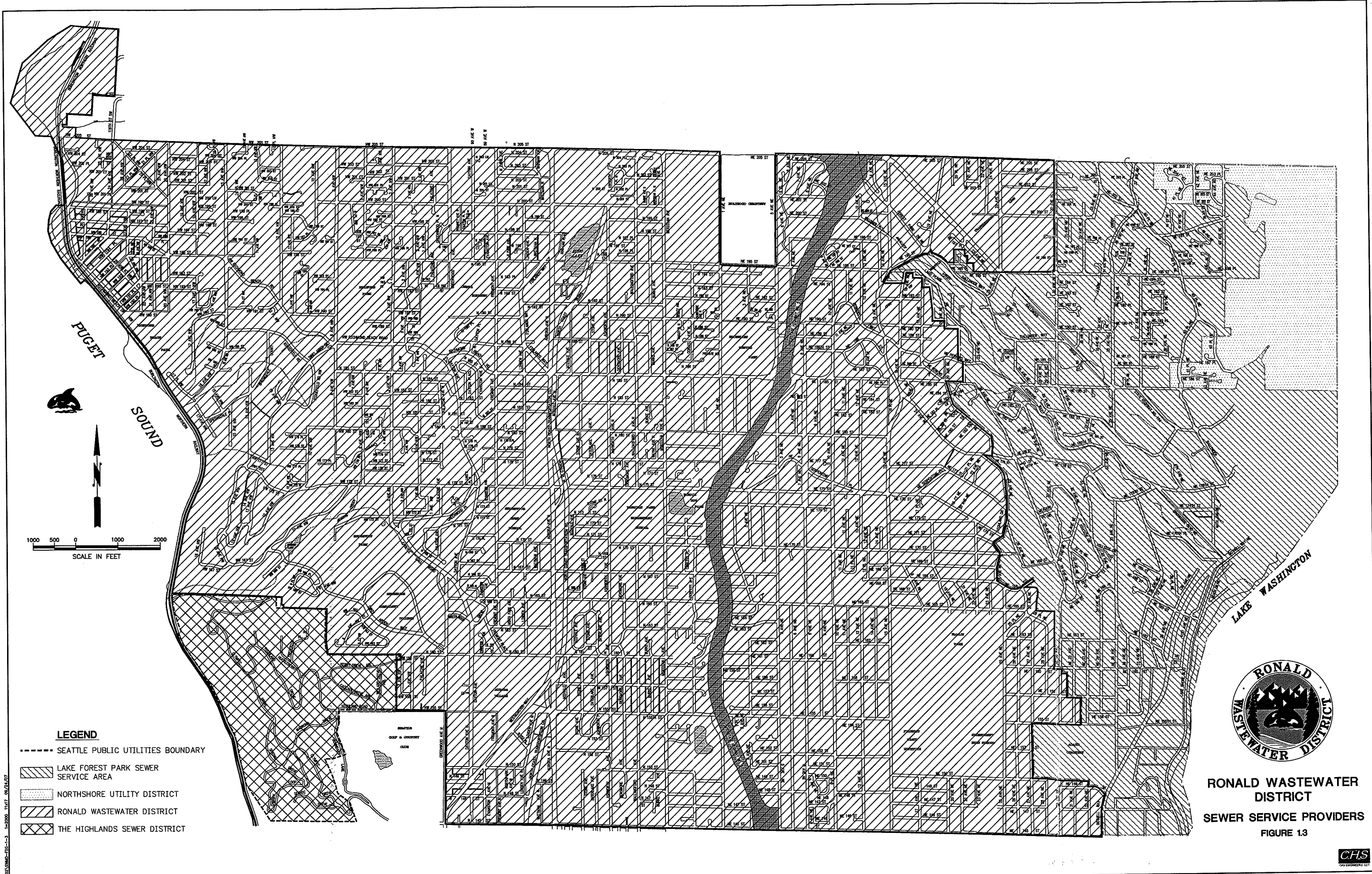
LEGEND

- CITY OF SHORELINE BOUNDARY
- ▨ RONALD WASTEWATER DISTRICT BOUNDARY AND SERVICE AREA
- ▩ SERVICE PROVIDED BY RONALD WASTEWATER DISTRICT



RONALD WASTEWATER DISTRICT

**FIGURE 12
DISTRICT BOUNDARY MAP**



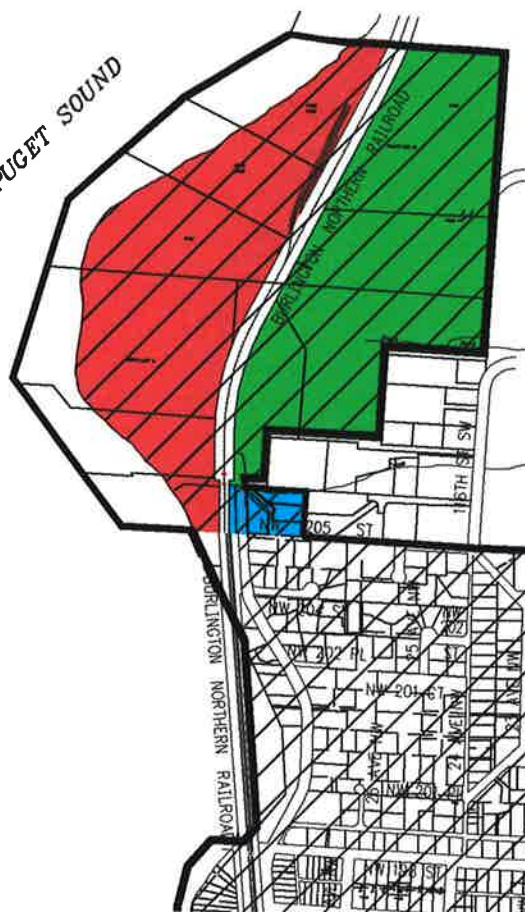
LEGEND

- SEATTLE PUBLIC UTILITIES BOUNDARY
- LAKE FOREST PARK SEWER SERVICE AREA
- NORTHSHORE UTILITY DISTRICT
- RONALD WASTEWATER DISTRICT
- THE HIGHLANDS SEWER DISTRICT



RONALD WASTEWATER DISTRICT
SEWER SERVICE PROVIDERS
FIGURE 1.3

PUGET SOUND








OLYMPIC VIEW
WATER AND SEWER
DISTRICT

SCALE: 1"=1000'

SNOHOMISH COUNTY

KING COUNTY

-  R.W.D. DISTRICT
-  SEWER SERVICE PROVIDED BY
OLYMPIC VIEW WATER AND SEWER DISTRICT
-  UPLAND AREA
-  LOWLAND AREA
-  RESIDENTIAL DEVELOPED AREA

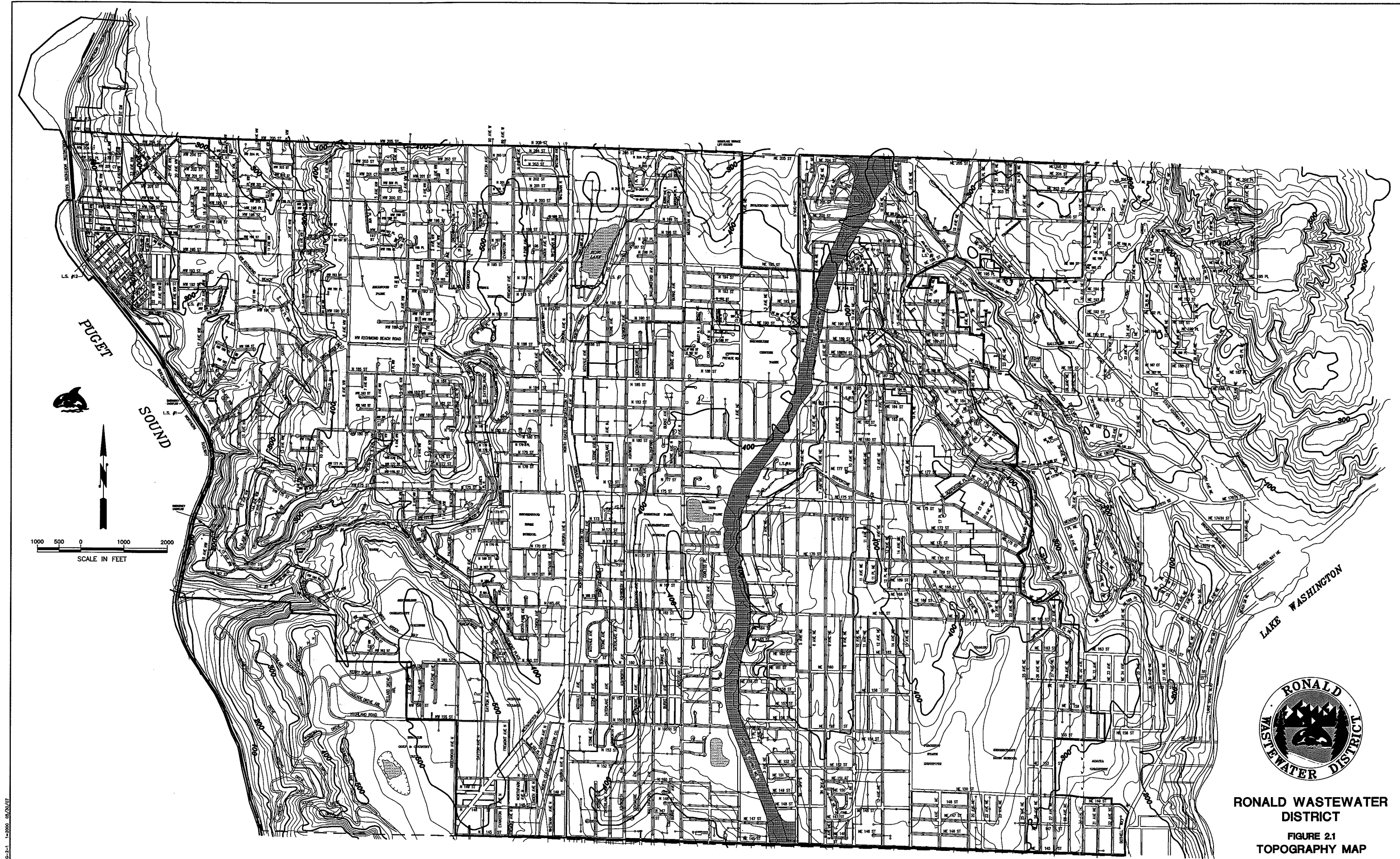


**RONALD WASTEWATER
DISTRICT**

**SNOHOMISH COUNTY SEWER
SERVICE AREA IN RWD**

FIGURE 1.4





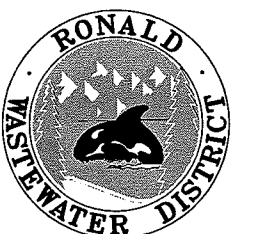
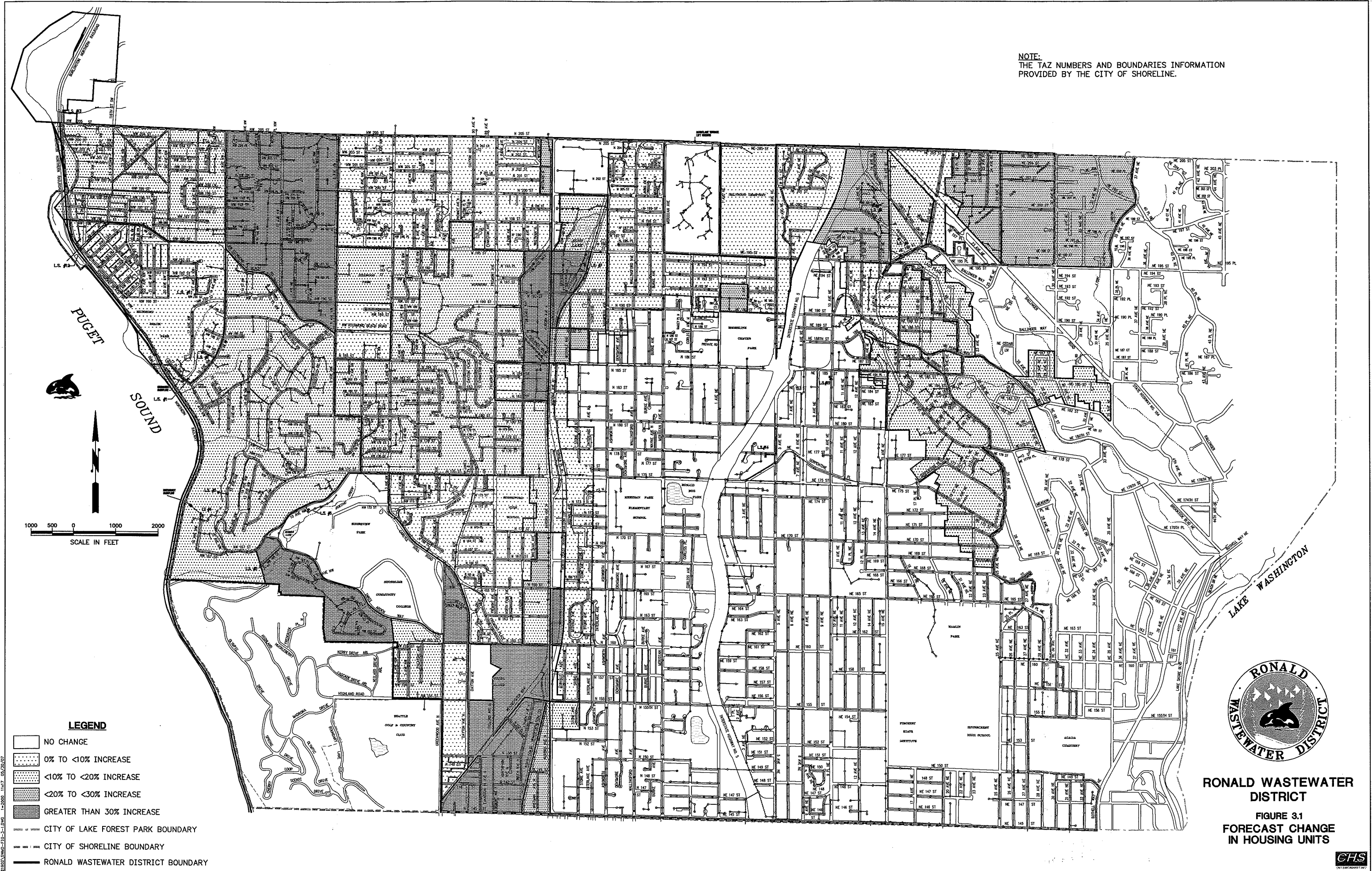
CONTOUR INTERVAL: 20'



RONALD WASTEWATER
DISTRICT

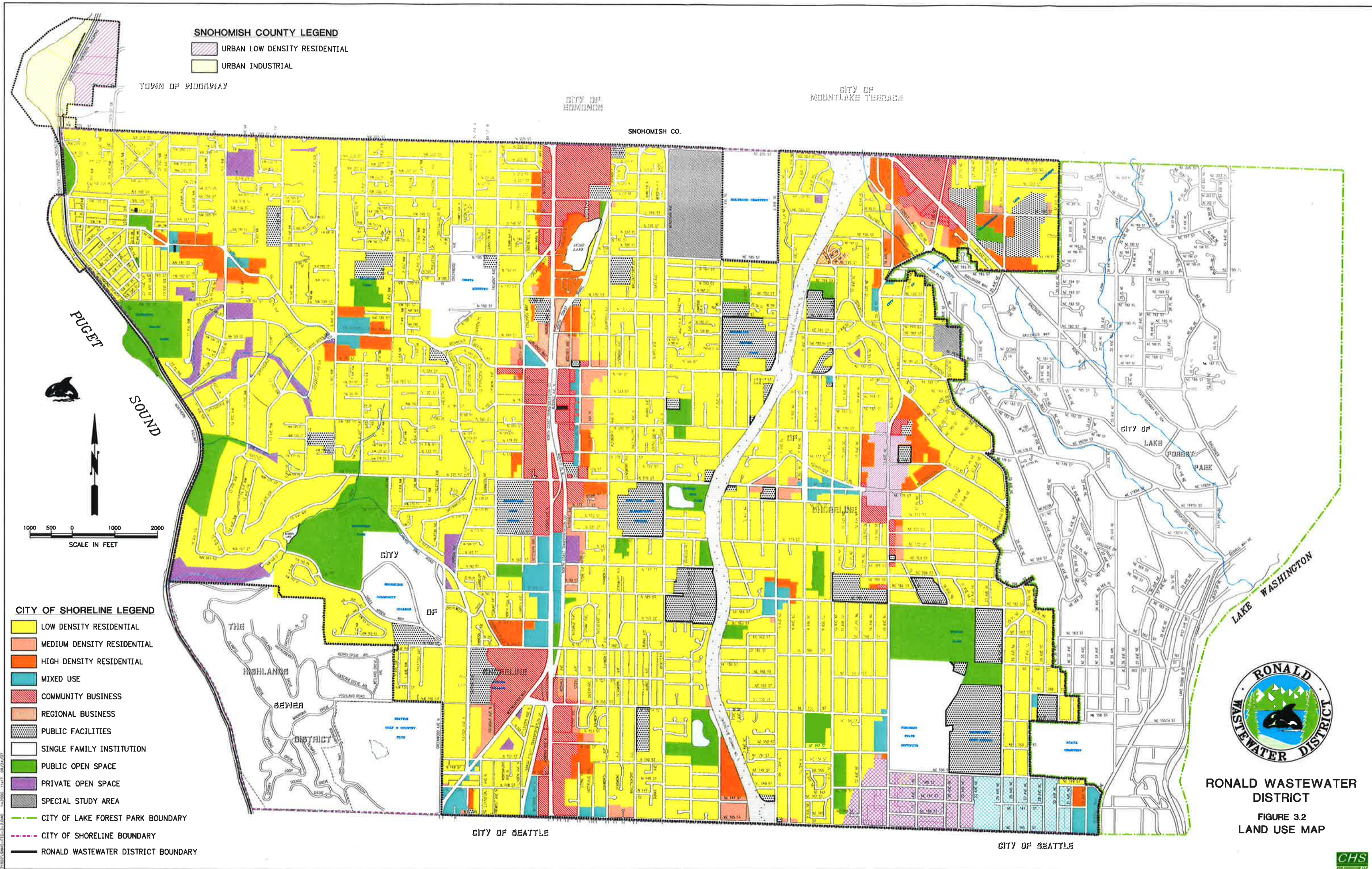
FIGURE 2.1
TOPOGRAPHY MAP

NOTE:
THE TAZ NUMBERS AND BOUNDARIES INFORMATION
PROVIDED BY THE CITY OF SHORELINE.

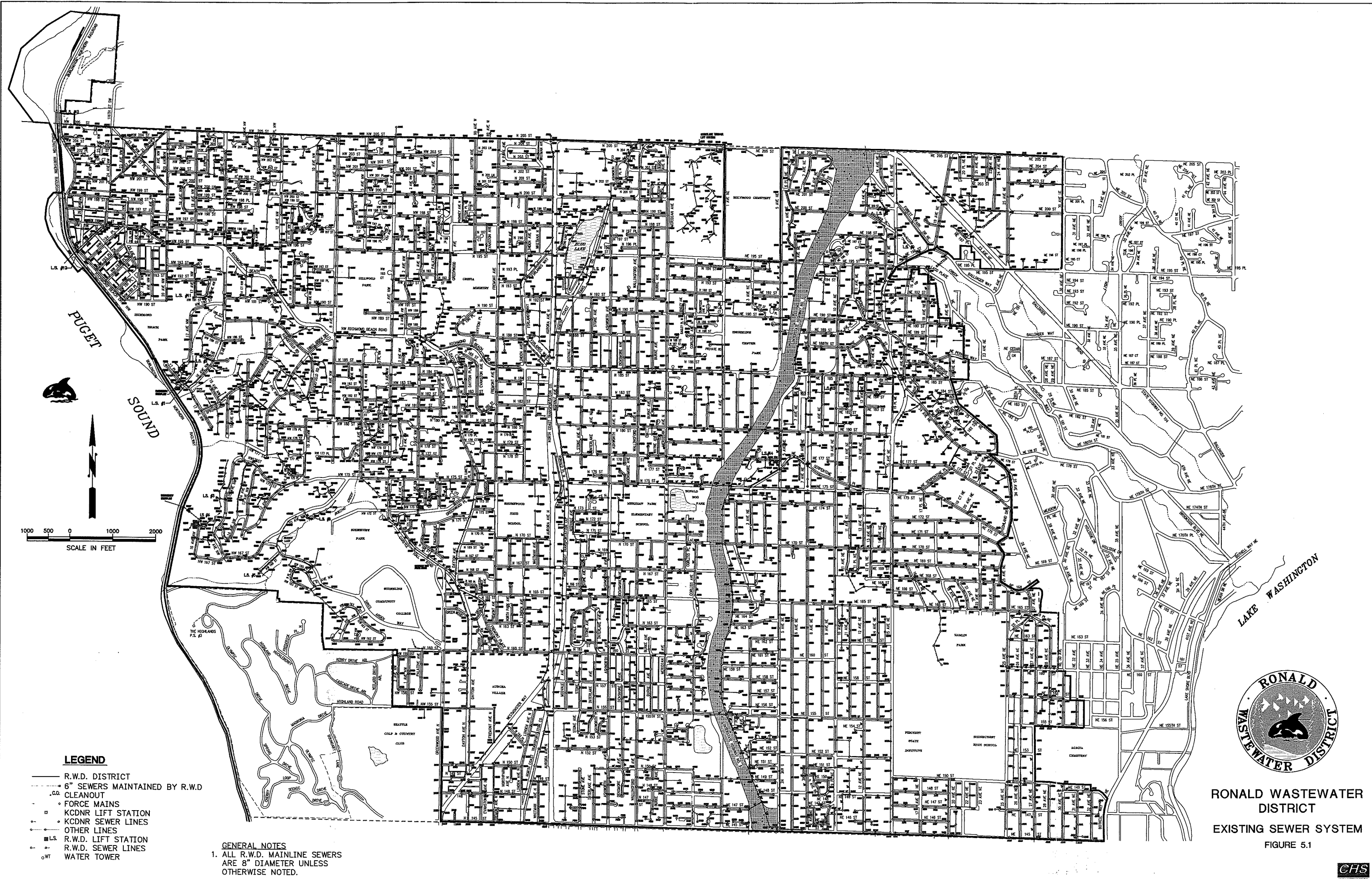


RONALD WASTEWATER
DISTRICT

FIGURE 3.1
FORECAST CHANGE
IN HOUSING UNITS



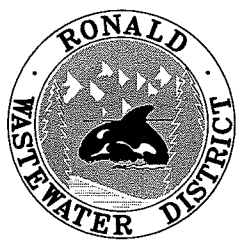
RONALD WASTEWATER DISTRICT
FIGURE 3.2
LAND USE MAP



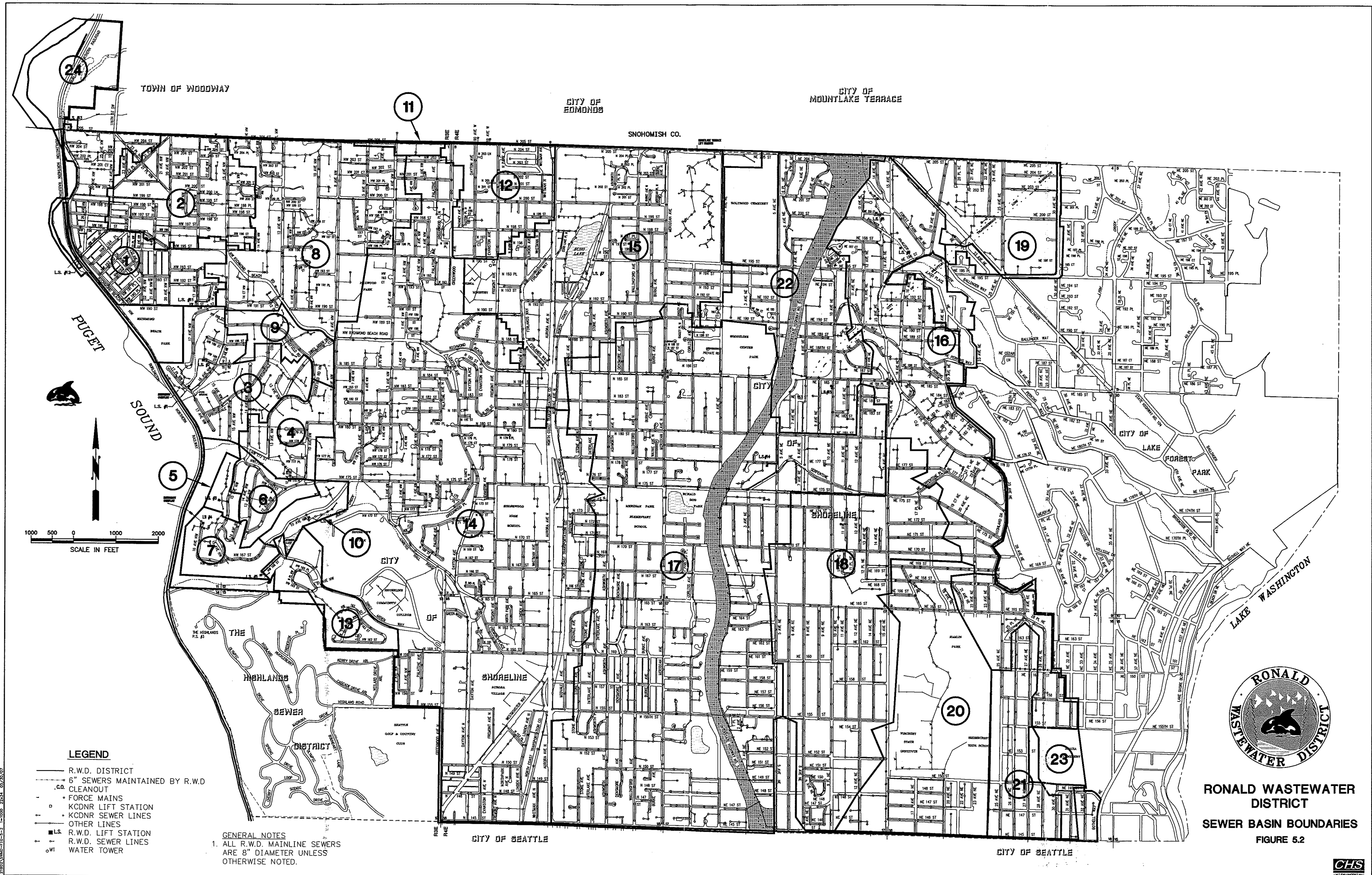
LEGEND

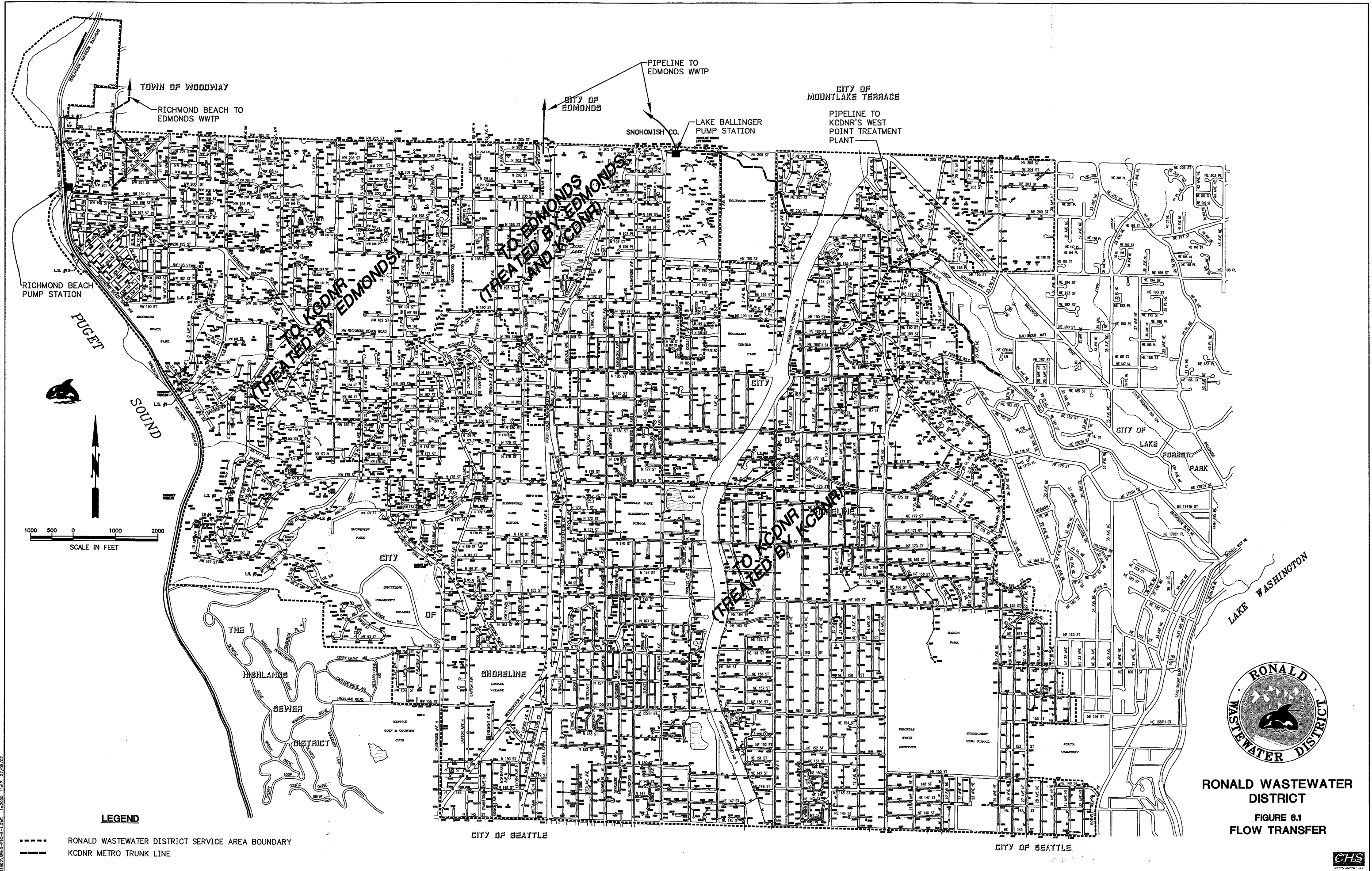
- R.W.D. DISTRICT
- - - 6" SEWERS MAINTAINED BY R.W.D.
- C.D. CLEANOUT
- FORCE MAINS
- KCDNR LIFT STATION
- KCDNR SEWER LINES
- OTHER LINES
- L.S. R.W.D. LIFT STATION
- R.W.D. SEWER LINES
- WT. WATER TOWER

GENERAL NOTES
1. ALL R.W.D. MAINLINE SEWERS ARE 8" DIAMETER UNLESS OTHERWISE NOTED.



RONALD WASTEWATER DISTRICT
EXISTING SEWER SYSTEM
FIGURE 5.1





APPENDIX A
DETERMINATION OF NON-SIGNIFICANCE
AND SEPA CHECKLIST

**DETERMINATION OF NON-SIGNIFICANCE
WAC 197-11-970**

Description of Proposal:

Adoption of Comprehensive Sewer Plan Amendment No. 1 for Ronald Wastewater District. The area is entirely in Snohomish County and included as part of the transfer of Richmond Beach sewer system area from King County to Ronald Wastewater District. Population projections were made covering a twenty-year period. Existing sewer facilities were reviewed to determine their adequacy for current and future population projections. Sewer system proposed improvements are identified and scheduled

Proponent:

Ronald Wastewater District

**Location of Proposal,
including Street Address,
if any:**

The Ronald Wastewater District Snohomish County sewer service area is in the southwest quarter of Section 35, Township 27 North, Range 03 East and west of Olympic View Water and Sewer District's sewer service area.

Lead Agency:

Ronald Wastewater District

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐

There is no comment period for this DNS.

☒

This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by September 11, 2007.

Responsible Official: Michael U. Derrick

Position/Title: General Manager **Phone:** (206) 546-2494

Address: Ronald Wastewater District
Post Office Box 33490
17505 Linden Avenue North
Shoreline, Washington 98133-0490

Date: August 24, 2007

Signature: *Michael U. Derrick*

ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. Name of proposed project (if applicable):

Ronald Wastewater District
Comprehensive Sewer Plan Amendment No. 1

2. Name of Applicant:

Ronald Wastewater District.

3. Address and phone number of applicant and contact person:

Ronald Wastewater District
17505 Linden Avenue N.
P.O. Box 33490
Shoreline, Washington 98133

Mr. Michael U. Derrick
(206) 546-2494

4. Date checklist prepared:

August 2007

5. Agency requesting checklist:

Ronald Wastewater District

6. Proposed timing or schedule (including phasing, if applicable):

Adoption of Comprehensive Sewer Plan Amendment No. 1 – summer, 2007.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The Ronald Wastewater District will implement the capital improvement plan at the time of development as outlined in Chapter 7 of the plan.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None. Snohomish County is likely to require any development in this area to include environmental information at the time the area changes from asphalt plant to residential and commercial areas.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None at this time.

10. List any government approvals or permits that will be needed for your proposal, if known.

1. Town of Woodway Approval
2. Snohomish County Approval
3. Washington State Department of Ecology Approval

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (lead agencies may modify this form to include additional specific information on project description).

The Comprehensive Sewer Plan Amendment No. 1 discusses the existing wastewater service area characteristics, population, and land use, and projects the growth within the District sewer service area. The plan discusses design criteria, sewer demand, the existing system, and proposed system expansion and improvements.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or details plans submitted with any permit applications related to this checklist.

Ronald Wastewater District's service area in Snohomish County is included in the future service area for the City of Edmonds Wastewater Treatment Plant. The District boundaries are generally described as follows:

North	-	approximately 236 th Street SW
West	-	Puget Sound
South	-	King County-Snohomish County line
East	-	Town of Woodway

A map of the sewer service area is attached which indicates the District corporate and sewer service areas. The amendment is in the District office.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. **General description of the site (circle one):** Flat, rolling, hilly, steep slopes, mountainous, other _____.

The Snohomish County wastewater service area is located east of and adjacent to Puget Sound. Slopes range from relatively flat adjacent to the steep bluffs along the eastern boundary of the wastewater service area.

- b. **What is the steepest slope on the site (approximate percent slope)?**

The topography in the District's Snohomish County wastewater service area ranges from flat to hilly (15-25% slope) topography, which ends at the edge of Puget Sound.

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck): If you know the classification of agricultural soils, specify them and note any prime farmland.**

The District is located on urban land (49.3%) and Alderwood series of soils. Urban lands are developed area and Alderwood soils are gravely, sandy loam on rolling (8-15 percent slope) and steep (25-70 percent slope) topography.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Some steep slopes are present adjacent to Puget Sound. Prior to construction, the proposed project in Chapter 7 will be reviewed for compliance with the current Critical Areas Ordinance for Snohomish County.

- e. **Describe the purpose, type and approximate quantities of any filling or grading proposed. Indicate source of fill.**

Sewer line trenches will be excavated and backfilled with native material as much as possible. Snohomish County may require imported backfill depending on condition and type of native soil. Bedding and backfill will come from local suppliers.

- f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Erosion during construction is possible but should be minimal. Construction erosion requirements will be imposed. Construction will typically take place in the public right-of-way, minimizing or eliminating the need for additional clearing.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

There are no plans to cover sewer lines with impervious surfaces other than those existing in the right-of-way. These include asphalt and concrete road surfaces. Minimal addition of impervious surfaces may be necessary with lift station improvements.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

The construction documents will require the Contractor to utilize temporary erosion and sedimentation control measures to prevent erosion by covering erodable embankments, hydroseeding, filter fabric, straw bale filters, and other measures as necessary to meet local and state requirements. The Contractor will be required to schedule operations such that the excavation, embankment, and restoration work proceeds commensurate with his ability to complete restoration, mulching, seeding, and other erosion control measures immediately following disturbances of the earth. Implementing best management practices will minimize erosion during construction.

2. Air

- a. **What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.**

Normal dust and machinery emissions during construction; no emissions after construction. The Contractor will be required to limit emissions as required by the appropriate regulatory agencies and to control dust emissions so as not to damage property or vegetation or create a nuisance for the public. There will be diesel exhaust from the standby generator during its use for standby power and testing of equipment.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

No.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

The Contractor will be required to control dust during construction via sweeping, watering, and washing.

3. Water

a. Surface:

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands). If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

The project area is located adjacent to and along Puget Sound. There are no streams in the Snohomish County wastewater service area.

- 2) **Will the project require any work over, in or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Individual projects will be designed and constructed in compliance with all applicable local, State, and Federal requirements. Some projects will require construction within 200 feet of Puget Sound.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Dewatering of soil around lift stations for rehabilitation may be required. The construction documents will require proper sediment control before water can be discharged into the existing storm drainage system.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None under this proposed plan.

c. Water Runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known) Where will this water flow? Will this water flow into other waters? If so, describe.**

The finished project will not result in an appreciable amount of impervious area, with the exception of additional crushed rock surfacing on right of way shoulders as may be required. Depending on the type of development and number of residential units in this area, expansion or upgrading of pump station 13 may result in increased runoff to adjacent areas, but only minimally. Current drainage patterns will not be altered by the finished project.

Storm water runoff impacting the construction zone will be intercepted for sedimentation control prior to release to its normal outfall.

The construction documents will require the Contractor to utilize sedimentation control facilities per the specifications and local/state requirements to ensure that sediment-laden water does not enter the natural drainage system.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.**

Possibly. Extended power outages combined with standby power system failure could result in wastewater overflow.

d. Proposed measures to reduce or control surface, ground and runoff water impacts, if any:

Erosion/sedimentation control facilities will be required as discussed in response to 3.b.1 and 3.c.1 above. If a pump station upgrade is required, runoff controls for the project would be in accordance with local development regulations.

4. Plants

a. Check or circle types of vegetation found on the site:

- ☒ Deciduous tree: *alder, maple, aspen*, other:
☒ Evergreen tree: *douglas-fir, red cedar, pine*, other:
☒ Shrubs
☒ Grass
☐ Pasture
☐ Crop or grain
☐ Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
☐ Water plants: water lily, eelgrass, milfoil, other
☐ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Low-growing vegetation such as grasses, forbs, and small shrubs and trees along the railroad roadway shoulders may be directly affected by excavation for the sewer mains. Cut trees will be replaced with native plant nursery stock and the railroad shoulder/ditch area will be reseeded with native grasses and forbs.

c. List threatened or endangered species known to be on or near the site.

None known.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Avoidance: The following measures may be incorporated into the construction plans to avoid impacts to existing plant communities and other wildlife habitat features.

- Large trees and native plants of significance will be flagged and avoided where feasible.

Reduction of Unavoidable Impacts: The following measures will be incorporated into the construction plans to reduce unavoidable impacts to existing plant communities and other wildlife habitat features.

- Vegetation will be cleared, where needed, or laid-over rather than graded.
- Topsoil from the trench will be stockpiled separately for short periods of time and replaced above the subsoil fill. This approach will allow

for the survival of plant regenerative parts (roots, stems, rhizomes and seeds) present in the existing topsoil.

- Silt fences and hay bales will be placed in areas of steep slope to avoid erosion and sedimentation of wetland plant communities.

Compensatory Mitigation Measures: The following measures will be incorporated into the construction plans to compensate for unavoidable impacts to existing plant communities and other wildlife habitat features.

- Large woody debris will be left on-site as nurse logs and wildlife habitat features.
- Disturbed areas will be hydroseeded with a seed mixture containing native grasses and forbs.
- Native plant tree and shrub nursery stock will be planted to compensate for unavoidable loss of larger trees and portions of native plant communities.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:**

birds: hawk, heron, eagle, songbirds, other: crow

mammals: deer, bear, elk, beaver, other: coyote

fish: bass, salmon, trout, herring, shellfish, other: rockfish

- b. List any threatened or endangered species known to be on or near the site.**

Ongoing fishery inventory studies indicate the presence of chinook, coco, sockeye, cutthroat, and rainbow trout.

- c. Is the site part of a migration route? If so, explain.**

The area is not part of a migration route for large mammals. Salmon use the near shore environment to during their migration. Songbirds may also use this area for migration and other birds as part of their north/south migration route along the Pacific Coast Line.

- d. Proposed measures to preserve or enhance wildlife, if any:**

None.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

None.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

- c. What kinds of energy conservation features are included in the plans of this proposal. List other proposed measures to reduce or control energy impacts, if any:

None.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

The main risk would occur during construction from machinery and construction practices. This could include spills of small amounts of oil and diesel fuel.

- 1) Describe special emergency services that might be required.

Spill clean-up services and isolation during construction by the contractor.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

Contractors are required to ensure all personnel are properly trained and construction equipment is properly maintained as required by W.I.S.H.A.

b. Noise

- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

None.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

During construction, noise levels will increase from construction equipment engines during normal working hours. Following construction, noise levels will return to their previous levels prior to construction.

- 3) **Proposed measures to reduce or control noise impacts, if any:**

Normal construction activity will be limited to daytime. Federal, State and local noise standards will regulate construction noise.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties?**

Approximately 58 percent of the service area in Snohomish County is currently Urban Industrial with the remaining area urban low density residential. The residential area has not yet been developed. The Snohomish County GMA Comprehensive Plan identifies the potential for the Urban Industrial to become Mixed Use/Urban Center.

- b. Has the site been used for agriculture? If so, describe.**

No.

- c. Describe any structures on the site.**

Typically, the "site" is within public right-of-way, free of structures. The actual "site" will vary depending on the project.

- d. Will any structures be demolished? If so, what?**

None at this time.

- e. **What is the current zoning classification of the site?**

Current zoning throughout the District's Snohomish County wastewater service is shown on Figure 3.2 in the plan, per the Town of Woodway and Snohomish County.

- f. **What is the current comprehensive plan designation of the site.**

Short-term and long-term planning areas are within the Town of Woodway and Snohomish County

- g. **If applicable, what is the current shoreline master program designation of the site?**

The western border of the District is bounded by Puget Sound shoreline and is designated Aquatic environment.

- h. **Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.**

No.

- i. **Approximately how many people would reside or work in the completed project?**

Year	2000	2025
Population	10	384

- j. **Approximately how many people would the completed project displace?**

None.

- k. **Proposed measures to avoid or reduce displacement impacts, if any:**

None.

- l. **Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

Review and approval by Snohomish County, Town of Woodway and Washington State Department of Ecology.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

- c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

- b. What views in the immediate vicinity would be altered or obstructed?

None.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

None.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

None.

- d. Proposed measures to reduce or control light and glare impacts, if any:

None.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are currently no recreational activities in the District's Snohomish County wastewater service area.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None.

13. Historic and Cultural Preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

No.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

None.

- c. Proposed measures to reduce or control impacts, if any:

None.

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.**

City roads, State highways and Interstate Freeways provide public access to and through the District.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?**

Yes. METRO Transit local service south of the District's Snohomish County wastewater service area in the City of Shoreline.

- c. How many parking spaces would the completed project have? How many would the project eliminate?**

No change.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).**

No.

- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.**

No change from existing operation.

- g. Proposed measures to reduce or control transportation impacts, if any:**

During construction signage and flaggers will be required to control traffic as needed.

15. Public Services

- a. Would the project result in an increased need of public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

No. The proposed capital facilities projects will provide be provided as a result of development of the area.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

None.

16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity, which might be needed.

Future construction activities will consist of trenching for sewer line installation. The Ronald Wastewater District will operate and maintain the completed system.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: M. Diane Pottery

Title: Project Engineer

Date Submitted: August 24, 2007

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

Temporary increase in noise and air emissions due to construction of proposed sewer facilities. As the community develops and grows, sewage flow will be generated requiring an increase in conveyance capacity.

Proposed measures to avoid or reduce such increases are:

Require compliance with local and state regulations.

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

The implementation of the Comprehensive Sewer Plan Amendment No. 1 would reduce the possibility of soil and water pollution by constructing central collection and pumping facilities.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Utilizing a comprehensive plan amendment reduces the overall amount of construction activity and minimizes the effects of development.

- 3. How would the proposal be likely to deplete energy or natural resources?**

Installation of materials, use of electricity, diesel, oil, and fuel are required in relatively small amounts. The comprehensive plan is not expected to have a significant impact on natural resources.

Proposed measures to protect or conserve energy and natural resources are:

Energy conservation may be realized through appropriate materials and processes that would be required for each element of construction and ongoing operation.

4. **How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood-plains, or prime farmlands?**

The implementation of the plan will not have a significant impact on environmentally sensitive areas. Most of the proposed facilities will be installed along existing transportation and utility corridors. The Comprehensive Sewer Plan would reduce the possibility of soil and water pollution by constructing central collection and pumping facilities. The projects will be permitted and constructed in accordance with the appropriate regulations.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Comply with local and state requirements. Implementing a sewer comprehensive plan amendment reduces the overall amount of construction activity and minimizes the effects of development.

5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

The plan will not significantly affect land and shoreline use. The proposal would provide new facilities, keeping in compliance with existing land and shoreline use plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None. No significant impacts are anticipated.

6. **How would the proposal be likely to increase demands on transportation or public services and utilities?**

This proposal will not significantly increase demands on transportation or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

None. No significant impact is anticipated.

7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

No conflicts.

**RONALD WASTEWATER DISTRICT
COMPRHENSIVE SEWER PLAN AMENDMENT NO. 1**

**DETERMINATION OF NON-SIGNIFICANCE
AND SEPA CHECKLIST DISTRIBUTION LIST**

U.S. Army Corps of Engineers
Chief, Regulatory Branch
PO Box 3755
Seattle, Washington 98124-3755

Ms. Barbara Ritchie,
Washington State Department of
Ecology
Environmental Review Section
P.O. Box 47703
Olympia, Washington 98504-7703

SEPA Center
Washington State Department of
Natural Resources
P.O. Box 47015
Olympia, Washington 98504-7015

Ms. Teresa Eturaspe
Washington State Department of
Fish and Wildlife
PO Box 43200
Olympia, Washington 98504-3155

Ms. Jan Haywood
Department of Health
P.O. Box 47820
Olympia, Washington 98504-7820

Ms. Sheila McCallister
Snohomish County Council
3000 Rockefeller Ave, MS 604
Everett, Washington 98201

Mr. Eric Faison
Town of Woodway
23920 113th PL W
Woodway, Washington 98020

Mr. Roger Eberhart
District Manager
Olympic View Water and Sewer
District
23725 Edmonds Way
Edmonds, WA 98026-8981

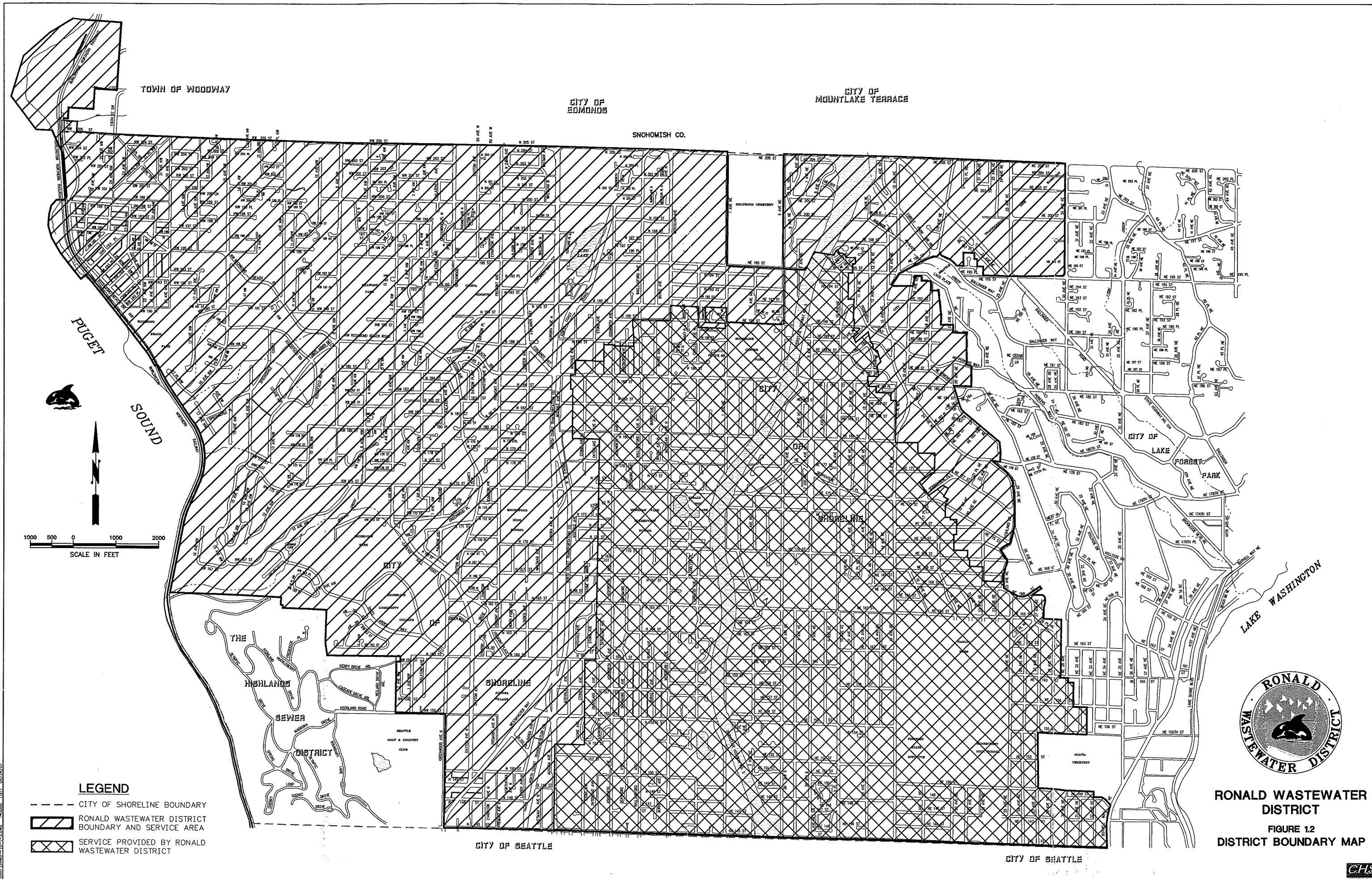
Ms. Barbara Heavey
King County Department of
Development and Environmental
Services
900 Oaksdale Avenue SW
Renton, Washington 98055-1219

Mr. Bob Hirsch
King County Department of Natural
Resources
King Street Center, MS KSC-NR-
0501
201 S. Jackson St., Suite 501
Seattle, Washington 98104-3855

Mr. Steve Thomsen
Snohomish County Engineer
3000 Rockefeller Ave, MS 604
Everett, WA 98201

Mr. Kevin Plemel
Snohomish Health District
3020 Rucker Avenue No. 104
Everett, WA 98201

Mr. Dave Gebert
City Engineer, City of Edmonds
121 5th Avenue North - 2nd Floor
Edmonds, WA 98020



APPENDIX B

PLAN ADOPTION AND APPROVALS

RONALD WASTEWATER DISTRICT
A Special Purpose District Formed Pursuant to RCW Title 57

Resolution 07-28

**A Resolution of the Board of Commissioners of Ronald Wastewater District
Adopting Amendment Number 1 to the District's Comprehensive Sewer Plan
pertaining to a Portion of Unincorporated Snohomish County.**

WHEREAS, In 1990, 1996, 2001, and 2003 the Board of Commissioners of Ronald Wastewater District adopted and amended its Comprehensive Sewer Plan to serve the needs of the District, update the Comprehensive Sewer Plan as the District has grown and changed, and to meet the statutory requirements established by state law; and

WHEREAS, the District's corporate boundary includes a portion of unincorporated Snohomish County which area lies north of and adjacent to the City of Shoreline, west of and adjacent to the Town of Woodway, south of and adjacent to the City of Edmonds, and east of and adjacent to Puget Sound; and

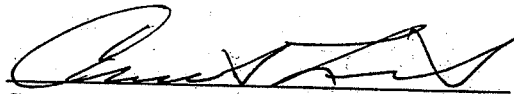
WHEREAS, the Board now desires to update the District's Comprehensive Sewer Plan to include this portion of the District; and


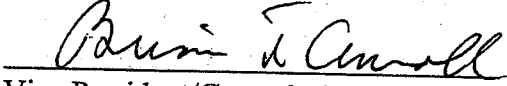
WHEREAS, the Board of Commissioners held a public hearing on September 11, 2007 at 6:00 p.m. at the District's office after publishing notice in the *Shoreline Enterprise* on and posting a notice thereof on the District's office front door to hear and consider public comment. No members of the public attended the hearing nor did any members of the public submit written or oral comments either in favor of or opposed to the amendment to the Comprehensive Sewer Plan ; Now, therefore,

BE IT RESOLVED by the Board of Commissioners of Ronald Wastewater District that the Amendment Number 1 to the District's Comprehensive Sewer Plan is approved and adopted in order to serve the current needs of the District and to meet statutory requirements established by State law.

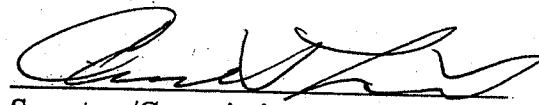
ADOPTED by the Board of Commissioners of Ronald Wastewater District on September 11, 2007.

ATTEST:


Secretary/Commissioner


President/Commissioner

Vice President/Commissioner

I, the undersigned Secretary of the Board of Commissioners of Ronald Wastewater District, a municipal corporation of King County, Washington, CERTIFY that the preceding document is a true and correct copy of Resolution 07-28 of the Board, duly adopted on September 11, 2007 at its regular meeting.


Secretary/Commissioner

APPENDIX C
AGREEMENTS

NOV 20 11 33 85

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Transfer of the
Richmond Beach Sewer System)
NO. 85-2-17332-5
ORDER APPROVING SEWER
SYSTEM TRANSFER

This matter came on for hearing upon joint petition of King County and the Ronald Sewer District (hereinafter the "District") to approve transfer of the Richmond Beach Sewer System (the "System") from King County to the District.

Based upon the record herein and the evidence received, the Court finds that petitioners have entered into an agreement which would transfer all ownership and maintenance authority regarding the System from King County to the District and that the governing body of the District and the legislative body of the County have approved this transfer agreement. The Court further finds that said transfer agreement is legally correct and that there are no owners of related indebtedness to be protected, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The transfer agreement between the parties is approved.

Order Approving Sewer
System Transfer - 1

NORM MALENG
Prosecuting Attorney
CIVIL DIVISION
E 880 King County Courthouse
Seattle, Washington 98104
(206) 883-4437

1 2. The transfer of the System is to be accomplished in
2 accordance with the transfer agreement effective as of
3

4 January 1, 1986.

5 3. As provided in the transfer agreement, the area
6 served by the System shall be annexed to and become a part of th
7 District on the effective date of the transfer.

8 DATED this 20th day of November, 1985.

9
10 
JUDGE/COMMISSIONER

11 Presented by:

12 NORM MALENG
13 King County Prosecuting Attorney

14
15 By 

16 JACK S. JOHNSON
17 Deputy Prosecuting Attorney
18 Attorneys for King County
19
20
21
22
23
24
25
26

Order Approving Sewer
System Transfer - 2

NORM MALENG

Prosecuting Attorney
CIVIL DIVISION
E 880 King County Courthouse
Seattle, Washington 98104
(800) 563-4437



King County Council
Ron Sims, Chair

Gerald Peterson, Council Administrator
Room 402, King County Courthouse
Seattle, Washington 98104
(206) 296-1000

DEPT. OF ASSESSMENTS

89 FEB -9 AM 11:24

February 3, 1986

Harry Sanders
Department of Elections
353A Administration Building

RE: Sewer System Divestment - Transfer of the (Richmond Beach Sewer)
System from King County to Ronald Sewer District.

All necessary documents and required reports are now a matter of record on the
above subject, therefore the processing of this proposal is finalized.

Accordingly, we are forwarding copies of the necessary documents to the
various interested county departments and other agencies.

Very truly yours,

Gerald A. Peterson
Council Administrator

By: *Gerald A. Peterson*

6906A/hdm

Attachments

cc: Department of Assessments
Boundary Review Board
Building & Land Development Division + Gene Peterson, P&I Dept.
METRO
Planning Division
Department of Public Works
Election Section
Environmental Health Division
Washington State Association of Sewer Districts
Washington State Department of Ecology
Office of Finance - Don Robinson
Ronald Sewer District

02/13/89
de

AUDREY BRUGER
LOIS NORTH
PAUL BARDEN

District 1
District 4
District 7

CYNTHIA SULLIVAN
RON SIMS
GREG NICKELS

District 2
District 5
District 8

BILL REAMS
BRUCE LERO
GARY GRANT

District 3
District 6
District 9



Printed on recycled paper

J. The transfer provided for by this Agreement shall take effect January 1, 1986. The District recognizes, however, that the transfer of the System is part of an effort by the County to simultaneously transfer to other agencies all sewer facilities currently operated by the County. If any or all such other transfers are delayed, prevented or cancelled for any reason, the transfer provided for herein shall not be effective unless or until all such transfers occur.

K. The area served by the System shall be deemed annexed to and a part of the District as of the above-stated effective date.

KING COUNTY

DISTRICT

by: [Signature]

by: [Signature]

its [Signature]

its [Signature]

Approved as to form:

[Signature]
JACK P. JOHNSON
Deputy Prosecuting Attorney

LEGAL DESCRIPTION
Richmond Beach Sewer System

28105 ?

ALL that portion of Section 1, Township 26 North, Range 3 East, W.M. lying Westerly of that area annexed to Ronald Sewer District by Resolution No. 28106.

TOGETHER WITH all that portion of Section 2, Township 26 North, Range 3 East, W.M. lying Easterly of the Puget Sound shoreline EXCEPT those areas already annexed to Ronald Sewer District by Resolutions No. 909 and 83-53.

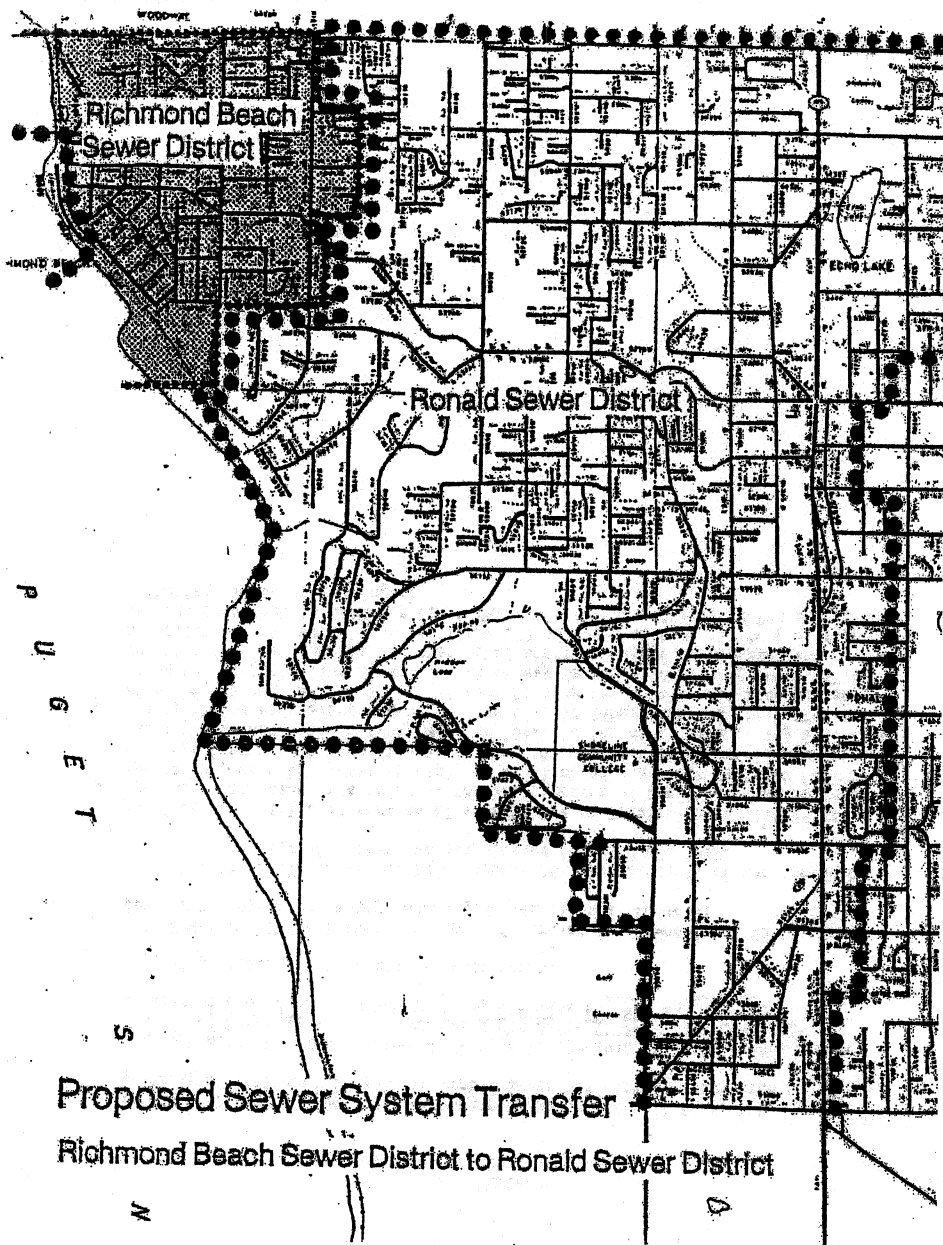
All being located in King County, Washington.

ALSO TOGETHER WITH all those portions of Section 35, Township 27 North, Range 3 East, W.M. Snohomish County, Washington described as follows:

That portion of the SW 1/4 of said Section 35 lying Westerly of the corporate limits of the City of Woodway as established February 26, 1952.

TOGETHER WITH, all that portion of said SW 1/4 of Section 35, described as follows: Beginning at a point at the intersection of the South line of said Section 35, with the Easterly right of way line of the Great Northern Railway Company; thence East along the South line of said Section 35, a distance of 365 feet; thence North 247.5 feet, more or less, to the North line of the E.L. Reber tract; thence West along the North line of said Reber tract to the Easterly right of way line of the Great Northern Railway Company; thence Southeastly along the Easterly line of said right of way to the point of beginning, EXCEPT the North 20 feet thereof for road, LESS portion thereof as conveyed to Snohomish County, Washington in Volume 183 of Deeds on page 55 for road right of way and condemned in Superior Court Cause No. 40340; situated in the County of Snohomish, State of Washington.

ADDENDUM /



RONALD SEWER DISTRICT
RESOLUTION NUMBER 85-24

A Resolution of the Board of Commissioners
of Ronald Sewer District Accepting
Agreement Transferring Sanitary Sewer System

WHEREAS, this Board of Commissioners has, by Resolution Number 85-24, found that a transfer of the Richmond Beach Sewer System, owned and operated by King County, to Ronald Sewer District would be of benefit to the District; and

WHEREAS, this Board of Commissioners and King County have, through negotiation, arrived at a form of agreement to effect the transfer of the Richmond Beach Sewer System to the District, a copy of which agreement is attached as Exhibit "A"; and

WHEREAS, upon execution of the agreement by this Board of Commissioners, approval of the agreement by the King County Council and the King County Superior Court, the transfer of the Richmond Beach Sewer System will be effective; and

WHEREAS, this Board of Commissioners finds that the form of the agreement transferring sanitary sewer system is acceptable and in the best interest of the District; now, therefore, it is

HEREBY RESOLVED by this Board of Commissioners that the agreement transferring sanitary sewer system is accepted, and it is

FURTHER RESOLVED by this Board of Commissioners that appropriate officers of the Board of Commissioners are authorized to execute same on behalf of the District.

ADOPTED by the Board of Commissioners of Ronald Sewer District on July 1, 1968.

ATTEST:

Patricia J. McConney
Secretary and Commissioner

James E. Simkins
President and Commissioner

David A. Pette
Vice President and Commissioner

I, the undersigned Secretary of the Board of Commissioners of Ronald Sewer District, a municipal corporation of King County, Washington, do hereby certify that the foregoing is a true and correct copy of Resolution Number 85-24 of said Board, duly adopted on July 1, 1968, at its regular meeting.

Patricia J. McConney
Secretary and Commissioner

RONALD SEWER DISTRICT
Resolution No. 61-2

A Resolution of the Board of Commissioners
Authorizing Transmission of Proposal for
Acquisition of King County Sewer District No. 3

WHEREAS, King County operates King County Sewer District No. 3 adjacent to the Ronald Sewer District under the provisions of Title 85 RCW and has solicited a proposal from the District to civate the County of King County Sewer District No. 3; and

WHEREAS, the Board of Commissioners has made an investigation of the records of King County Sewer District No. 3 as supplied by King County and of the rates which would be necessary to maintain the King County Sewer District No. 3 facility in accordance with standards established by the policies of the District; and

WHEREAS, this Board of Commissioners finds that acquisition of King County Sewer District No. 3 will be of benefit to the District and King County Sewer District No. 3; now, therefore, it is hereby

RESOLVED that the Proposal for Acquisition of King County Sewer District No. 3 by the Ronald Sewer District, attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved by the Board of Commissioners of the Ronald Sewer District; and it is

FURTHER RESOLVED by this Board of Commissioners that the Proposal for Acquisition of King County Sewer District No. 3 by the Ronald Sewer District shall be transmitted to King County.

ADOPTED by the Board of Commissioners of Ronald Sewer District this 20th day of June, 1963.

ATTEST:


President and Commissioner

Secretary and Commissioner


Secretary and Commissioner

I, the undersigned Secretary of the Board of Commissioners of Ronald Sewer District, a municipal corporation of King County, Washington, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 61-2 of said Board, duly adopted on June 20, 1963, at its regular meeting.

Secretary and Commissioner

July 18, 1985

INTRODUCED BY: ALDREY GRUGER

PROPOSED NO. 85-374

ORDINANCE NO. 7370

AN ORDINANCE authorizing the transfer of a sewer system from King County to the Ronald Sewer District.

PREAMBLE:

The Council of King County finds that the transfer of the Richmond Beach sewer system owned and operated by King County to the Ronald Sewer District pursuant to the attached agreement is in the public interest and is conducive to the public health, safety, welfare, and convenience.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The proposed transfer of ownership and operation of the Richmond Beach sanitary sewer system from King County to the Ronald Sewer District is hereby approved.

SECTION 2. The county executive is hereby authorized to execute the proposed agreement transferring said sanitary sewer system to the Ronald Sewer District.

SECTION 3. The council chairman is hereby authorized to petition the Superior Court for a decree approving and directing that said sanitary sewer system be transferred according to the terms and conditions of the proposed agreement.

INTRODUCED AND READ for the first time this 29th day of July, 1985.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Darryl Grant
Chairman

ATTEST:

Janet M. Davis
Clerk of the Council

APPROVED this 14th day of October, 1985.

Randy R. ...
King County Executive

-1-

10/29/85

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ORIGINAL

AGREEMENT TRANSFERRING
SANITARY SEWER SYSTEM

1985 APR 22 AM 9:55

THIS AGREEMENT is made and entered into by and between King County, hereinafter called the "County" and Ronald Sewer District, hereinafter called the "District". The purpose of this agreement is to transfer a sanitary sewer system and operated by the County to the District for its ownership and operation. This agreement is based upon the following facts, recognized by both parties:

1. The County is a home-rule charter county under the laws of Washington. It is authorized to own and operate sanitary sewer systems, and to transfer such ownership and operation, under RCW 36.64.
2. The District is a sewer district organized pursuant to RCW Title 36 and authorized to accept transfer and to own and operate a sanitary sewer system.
3. The system which is the subject of this agreement is commonly known as the Richmond Beach sewer system (hereinafter called the "System"). At the time of this agreement, the System serves approximately 1,022 customers directly and serves others by developer extension agreements. For purposes of this agreement the "area served" by the System shall mean those parcels of property within the boundaries described in Addendum A, which is attached hereto and incorporated herein by this reference.
4. As part of the System, the County owns a combination of sanitary sewer lines, manholes, side sewers, lift stations and necessary appurtenances which have been installed within the boundaries of the System.
5. In addition to the integral components of the System described in paragraph 4, the County owns certain maintenance and

office equipment and supplies associated with the System, which are described in Addendum B, which is attached hereto and incorporated herein by this reference.

6. The County owns certain easements of record which permit it to construct and maintain the System's facilities on private property.

7. The County currently has a fund balance of approximately \$115,000 associated with the System. This fund is derived from all revenues, permit fees, and operation and maintenance charges generated by the System and is used only to pay the expenses of the System such as debt service and operation and maintenance costs.

8. The County has certain contractual rights and obligations in connection with the system. These rights and obligations arise under the agreements which are attached as Addenda C and D, and incorporated herein by this reference.

9. The District has submitted a proposal received June 22, 1981, to accept the transfer of the System from the County. A copy of this proposal is attached hereto as Addendum E, and incorporated herein by this reference.

10. The King County Council, by Ordinance No. 7370, has found that the transfer of the System to the District under the terms herein would be in the public interest and conducive to the public health, safety, welfare, and convenience.

11. The District by Resolution No. 83-21 has also found that such a transfer would be in the public interest and conducive to the public health, safety, welfare, and convenience.

1981 APR 22 PM 9:55

NOW THEREFORE, the parties hereby agree as follows:

A. All sanitary sewer lines, manholes, side sewers, lift stations, and necessary appurtenances owned by the County in connection with the System shall hereby be transferred to and become the property of the District. For any such facilities which have been constructed on County road right-of-way, the District shall be permitted to continue to use that portion of right-of-way for the purpose of operating and maintaining the facilities.

B. All maintenance and office equipment and supplies described above shall hereby be transferred to and become the property of the District. The County shall also make available all records necessary for operation of the System, and shall make available to the District, for a period of two months, County personnel needed to assist in identifying, organizing and checking said records.

C. All rights to easements owned by the County in connection with the System shall be and are hereby conveyed, assigned, and transferred to the District.

D. The County will keep segregated and will transfer to the District any fund balance associated with the System at the time of the transfer, less an amount required to cover the County's costs of terminating its operation of the System. Such termination costs are estimated to be \$2,200.00. The County will also assign to the District all accounts receivable or other debts owed to the County in connection with the System, together with any security interests or liens securing payment of such debts.

E. All the County's rights and obligations under the contracts above are hereby assigned and delegated to the District.

F. The District shall assume responsibility for providing the sanitary sewer services for the System, including the maintenance, operation, and all other administrative and financial duties associated with the System.

G. The District agrees to accept the System "as is," with no warranty from the County as to the physical condition, efficiency, capacities, freedom from defect, or fitness of any element of the System or of the System as a whole. Any necessary repairs, modifications, or improvements to the System will be the responsibility of the District.

H. The District shall not compel sewer connection or impose sewer charges without connection for any parcels with existing septic systems within the area served by the System but not now connected to the System. This paragraph shall not limit the District's authority to make assessments or require connections as part of the formation of a Utilities Local Improvement District, nor shall it limit the authority of the King County Health Department to compel sewer connection under conditions specified by its regulations.

I. The District shall abide by the terms of the proposal submitted as described above, except where it conflicts with the terms of this agreement, in which case this agreement shall control. In addition to the rate structure described in its proposal, the District shall ensure that for at least two years, senior citizens shall be charged rates no higher than those they are currently charged by the County, except to the extent of Metro rate increases.

07-22-90

KING COUNTY SUPERIOR COURT

PAGE 1

CASE#: 85-2-17332-5 CIVIL JUDGMENT# NO
TITLE: IN RE TRANSFER OF RICHMOND BEACH SEWER SYSTEM
FILED: 10-21-85
CAUSE: MSC MISCELLANEOUS
DISPOSITION: DSCK DATE: 07-02-87 DISMISSAL BY CLERK

ARCHIVED: 07-22-90

CONSOLIDATED:

NOTE1:

NOTE2:

CONN	LAST NAME,	FIRST MI TITLE	PARTIES LITIGANTS	DATE
PET01	KING COUNTY OF			
PET02	RONDALD SEWER DISTICT			
RSP01	RICHMOND BEACH SEWER SYSTEM			

CONN	LAST NAME,	FIRST MI TITLE	ATTORNEYS LITIGANTS	DATE
ATP01	MALENG,	NORM	1	

SUB#	DATE	CD/CONN	DESCRIPTION	APPEARANCE DOCKET	SECONDARY MICROFILM
-	10-21-85	MF	NON FEE		
			NORM MALENG		
1	10-21-85	PT	PETITION TO APPROVE SEWER		
			SYSTEM TRANSFER		
2	10-22-85	OR	ORDER		11-20-85
		ACTION	9:10; PJ; ORD SET HRO & PRESCRIBNG		
		ACTION	NOTICE		
3	10-22-85	AF	AFFIDAVIT OF SANDRA L ADAMS		
4	11-15-85	AF	AFFIDAVIT OF ROBERT CONAN JR		
5	11-18-85	APPUB	AFFIDAVIT OF PUBLICATION		
6	11-20-85	OR	ORDER APPROVING SEWER SYS TRANSFER		
-	11-20-85	MINUTE	TRIAL CAL QUINN		
-	11-20-85	STRIKE	CASE REMOVED FROM CALENDAR		
7	05-15-87	CMDHP	CLKS MOT FOR DISMISS FR MNT OF PROS		
8	07-02-87	CLOD	CLERK'S ORDER OF DISMISSAL		

-----END COPY CASE-----

COUNTY COUNCIL
Snohomish County, Washington

AMENDED
ORDINANCE NO. 94-030
GRANTING A UTILITY FRANCHISE TO
SHORELINE WASTEWATER MANAGEMENT DISTRICT

WHEREAS, the Shoreline Wastewater Management District, a municipal corporation, has made application to the County Council for a franchise to use the rights-of-way of certain county roads, as more particularly described below, for the purposes of constructing, installing, and maintaining a sanitary sewer system; and

WHEREAS, the County Council held a public hearing on April 13, 1994, to consider the application for the sanitary sewer utility franchise as required by Snohomish County Code 13.80.040; and

WHEREAS, the County Council deems it to be in the public's best interest to grant the franchise applied for; and

WHEREAS, the County Council considered the report of the Department of Public Works recommending that the franchise be granted; and,

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Shoreline Wastewater Management District, a municipal corporation, is granted a franchise as set forth below and in Exhibit "A" which is attached hereto and incorporated by reference as part of this ordinance as if set out in full, to construct, install and maintain sanitary sewer facilities on the rights-of-way of the county road of Snohomish County, Washington, in the area described below:

~~((That portion of Heberlein Road located in the south 1/2 of the southwest 1/4 of Section 35, Township 27 North, Range 3 East.))~~ That portion of Heberlein Road, extending 276 feet North of the northerly King County line, located in the South 1/2 of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W.M.

Section 2. Exercise of the franchise shall be subject to the terms and conditions stated in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The franchise is subject to the power of eminent domain and the right of the County Council or the people acting for themselves through the initiative or the referendum to repeal, amend, or modify the franchise in the interest of the public. In any proceeding under eminent domain, the franchise itself shall have no value.

UTILITY FRANCHISE COVER SHEET

SNOHOMISH COUNTY

WASHINGTON

Franchise No. 914

Applicant/Grantee: Shoreline Wastewater Management District
17505 Linden Avenue North
Seattle, WA 98133

Type of Facilities: Sanitary Sewer Collection System

Description of County Roads by Reference to Section, Township and Range:

(If space is not adequate, attach a separate sheet)

That portion of Heberlein Road, extending 276 feet North of the northerly King County line, located in the South 1/2 of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W.M.

Shoreline Wastewater Management District
Applicant Name

P.O. Box 33490

Seattle, WA 98133

Contact Person:

Philip J. Montgomery, General Manager

Notice Address: P.O. Box 33490

Seattle, WA 98133

Ordinance No: 94-030

Effective Date: May 13, 1994

Expiration Date: May 12, 2019

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9405260776

EXHIBIT "A"
SNOHOMISH COUNTY
TERMS AND CONDITIONS OF UTILITY FRANCHISE

INDEX OF TERMS AND
CONDITIONS OF UTILITY FRANCHISE

1. Scope and Duration
2. Definition of Terms
3. Permits, Plans and Specifications
4. Performance of Work
5. Aesthetic/Scenic Considerations
6. Maintenance of Utility Facilities
7. Hazardous Wastes, Substances
8. Relocation
9. Non-Exclusive/Other Occupants
10. Insurance and Security
11. Hold Harmless and Indemnity
12. Reservation of Police Power
13. Applicable Laws
14. Eminent Domain, Powers of the People
15. Annexation
16. Vacation
17. Termination
18. Assignment
19. Effective Date
20. Severability
21. Limitation of Liability
22. Hazardous Conditions
23. Notices
24. Governing Law and Stipulation of Venue

1. Scope and Duration

(Name of Grantee) Shoreline Wastewater Management District (Type of Entity) a municipal corporation, its successors and assigns (hereinafter called "Grantee") are granted a franchise to enter upon and use the Snohomish County roads and rights-of-way stated in the ordinance granting a utility franchise for the construction, maintenance, and operation of its (type of utility facilities) sanitary sewer lines and facilities incidental to such lines for a period of twenty-five (25) years, all in accord with the ordinance granting this franchise, all applicable provisions of Title 13 Snohomish County Code (SCC), whether specifically referred to or not, this Exhibit A, Chapter 36.55 RCW, and Chapter 136-40 WAC. Provisions of Title 13 SCC shall control over inconsistent terms contained in Exhibit A. Provisions of Exhibit A not inconsistent with those in Title 13 SCC shall be cumulative to the requirements of Title 13 SCC.

2. Definition of Terms

BLANKET UTILITY
PERMIT

A single permit granted a franchised utility to cover a series of activities in rights-of-way

<u>COUNTY</u>	Snohomish County
<u>COUNTY COUNCIL</u>	Snohomish County Council
<u>COUNTY ENGINEER</u>	Director of the Department of Public Works or his/her designee
<u>DEPARTMENT</u>	Department of Public Works, Snohomish County
<u>FRANCHISE</u>	Occupancy and use document required for occupancy of road rights-of-way in accordance with Chapters 36.55 and 80.32 RCW
<u>GRANTEE</u>	The person named in any permit as permittee, and any successor to any rights or interests of a permittee under a permit or in property installed on the right-of-way pursuant to a permit. In the event of any transfer of any permit or any property installed on the right-of-way, all grantors and grantees shall remain permittees
<u>MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)</u>	Latest edition of the MUTCD, Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration
<u>DESIGN STANDARDS</u>	The design standards and specifications of the Department of Public Works
<u>MAP OF DEFINITE LOCATION</u>	Construction plans - plans and specifications; design standards and specifications--SCC 13.01.030
<u>PERMIT</u>	A document including any license, permit or franchise, authorizing specified use of county right-of-way and granted under the provisions of this franchise and Title 13 SCC
<u>RESTORATION</u>	A general term denoting replacing, repairing or otherwise restoring the right-of-way to same or equal conditions as before any change or construction thereon
<u>RIGHT-OF-WAY</u>	All property in which the County has any form of ownership or title and which is held for public road purposes, regardless of whether or not any road exists thereon or whether or not it is used, improved, or maintained for public travel
<u>ROADWAY</u>	The portion of the right-of-way, within the outside limits of the side slopes or between curb lines, used for vehicular travel

STANDARDS AND
SPECIFICATIONS

For road and bridge construction - the latest compilation of standard requirements for road and bridge construction issued by the Department of Public Works, including the latest edition of the WSDOT Design Standards and Specifications

STATE DIRECTOR OF
TRANSPORTATION

The Director of the State of Washington Transportation and Highways Commission

TITLE 13 SCC

Title 13 of the Snohomish County Code as is now written and/or hereinafter amended

TRAFFIC CONTROL

A general term more definitively described in the MUTCD

3. Permits, Plans and Specifications

Prior to commencing any work, other than maintenance and repairs of existing facilities within any county road or right-of-way, Grantee shall apply for and receive a permit to do such work from Snohomish County pursuant to Title 13 SCC. Such application will include plans and specifications in duplicate showing: the position, depth and location of lines and facilities to be constructed at that time and their position in relation to any involved county road and within right-of-way. These plans, all drawn to scale, shall be known as the "map of definite location." Specifications will include class and type of materials and equipment to be used, manner of excavation, construction, installation and backfill; location of temporary and permanent structures to be erected; description of road facilities which will be disturbed and plans for their restoration; traffic controls; traffic turnouts and detours; road obstructions; and such other details as are required by the County Engineer. To the extent work is permitted under a blanket utility permit issued pursuant to Title 13 SCC, detailed plans and specifications stated above are not required. Grantee shall pay all costs and expenses incurred by the County in reviewing plans and specifications.

4. Performance of Work

- A. No work on any county road or right-of-way shall be commenced until a permit has been issued by the County and a set of plans and specifications reviewed and approved and endorsed by the County Engineer have been returned to Grantee.
- B. All work shall be performed in accordance with applicable plans and specifications and be subject to inspection and incremental approval by the County Engineer. Grantee shall pay all costs and expenses incurred by the County in inspecting and approving the work. Grantee shall remain solely responsible for compliance with all applicable laws, regulations, codes and standard plans and specifications in the design and construction of utility facilities.

- FRANCHISE**
Page 5

0017...1252

- G. All work shall be performed by the Grantee in a manner to avoid or minimize impacts on wetlands contained within the County right-of-way. Wetland impacts may occur where work related to installation, maintenance and/or repair of the Grantee's facility occurs in the wetland, or near enough to decrease the wetland's functional values. If the Grantee is unable to perform its work without wetland impacts, then it shall be responsible to take measures to mitigate those wetland impacts. Those mitigation measures within the County right-of-way shall be in compliance with all applicable Federal, State and County laws and regulations and County policies.

5. Aesthetic/Scenic Considerations

- A. Utility installations shall be designed and constructed to minimize the adverse effect on existing roadside manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty (i.e., scenic strips, viewpoints, rest areas, recreation areas, public parks or historic sites, etc.).
- B. Overhead utility installations shall be permitted in areas of scenic beauty when other utility locations are not available, are not technically feasible, are unreasonably costly, or are less desirable from the standpoint of visual quality.
- C. If the utility intends to use chemical sprays to control or kill weeds and brush in scenic areas, prior approval must be granted by the County at least annually. The County may limit or restrict the types, amounts, and timing of applications if a significant negative impact on the aesthetics of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility right-of-way maintenance.
- D. Refuse and debris resulting from the installation or maintenance of the utility facilities shall be promptly removed once the work is completed.

6. Maintenance of Utility Facilities

The County will not assume responsibility for damage to the utility's property and various objects that are placed in county roads and rights-of-way. The Grantee will take necessary steps to maintain a clear area around all objects permitted and installed within county road right-of-way. A minimum of 5 feet of clearance will be maintained around each object so as to provide clear visibility for County operations and maintenance.

7. Hazardous Wastes, Substances

Grantee agrees that it will not cause nor permit in any manner, including accidental or non-negligent acts or omissions, release of any hazardous substance, waste, or pollutant or contaminant into or upon any county road or right-of-way contrary to any state or fed-

eral law with respect thereto. Grantee shall notify the Department and the State Department of Ecology in writing of any such release. Grantee shall be completely liable for any and all consequences of such a release, including liability under any federal or state statute or at common law. Grantee shall indemnify and hold the County harmless, as provided in paragraph 10, from any and all liability resulting from such a release and shall have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from a release. The County shall be entitled to full contribution for all costs incurred by it as the result of any release of such materials by Grantee. Upon any release of a hazardous substance by Grantee, the County may give immediate notice of termination of this franchise, or enter the franchised premises and take whatever steps it deems appropriate to cure the consequences of any such release, all at the expense of the Grantee.

8. Relocation

- A. If any county road or right-of-way is constructed, improved, relocated, realigned or otherwise changed, including traffic controls, drainage and illumination, or if any part of such road or right-of-way becomes a state highway and relocation or readjustment is directed by the State Director of Transportation so as to reasonably necessitate removal, relocation and/or reconstruction of any facility of the Grantee on such road or right-of-way, upon notice of the County Engineer or the State Director of Transportation, Grantee, in a timely manner, at its sole expense, shall remove, relocate, reconstruct or otherwise adjust its facilities so as to conform to and permit such construction, improvement, relocation, realignment, or change by or on behalf of the County or State.
- B. The County Engineer shall have final approval of the removal or relocation schedule. Grantee shall be responsible for timely compliance with utility relocation and coordinate with the County or County's contractor.

In accordance with paragraph 10, Grantee shall hold harmless and indemnify the County against all claims, lawsuits, damages caused in whole or in part by the utility relocation work, including but not limited to, problems, accommodations and delays, including non-negligent acts or omissions of the Grantee, its agency or employees.

- C. The construction, operation, maintenance, and repair of Grantee's lines and facilities authorized by this franchise shall not preclude the County of Snohomish, its agents or its contractors from blasting, grading, excavating or doing necessary road work contiguous to the said lines and facilities of the Grantee, provided that the Grantee shall be given forty-eight (48) hours notice of said blasting or other work.

9. Non-Exclusive/Other Occupants

- A. This franchise is not exclusive. It shall not prohibit the

County from granting other franchises or permits for use of any county roads or rights-of-way or parts thereof. Subject to this franchise, Grantee shall not prevent or prohibit the County from constructing, altering, maintaining or using any of said roads or rights-of-way, or affect its jurisdiction over them or any part of them, the County having full power to make all necessary changes, relocations, repairs, maintenance, etc., of the same as the County may deem fit.

- B. All installation, operation, maintenance and repair by the Grantee on any county road or right-of-way shall be done so as not to interfere with installation, construction, operation, maintenance or repair of other utilities, drains, ditches, structures, or other improvements permitted upon such road or right-of-way. Owners, public or private, of any such facilities installed prior to construction and/or installation of lines and facilities of Grantee, shall have preference as to positioning and location of such facilities. Such preference shall continue if relocating is required as a result of any construction relocation, realignment, and/or change of grade by the County.

10. Insurance and Security

Prior to the effective date of this franchise and during its life, the franchisee shall obtain and maintain continuously liability insurance necessary to comply with the hold harmless agreement herein with limits of liability not less than:

\$1,000,000.00 per occurrence

The Director may further determine that Business Auto Liability Insurance may also be required.

Such insurance shall include Snohomish County, its officers, elected officials, agents, and employees as an additional insured and shall not be reduced or canceled without thirty days written prior notice to the county.

Such insurance, in its provision for additional insured, shall include a "Cross Liability Endorsement," "Severability of Interests," or "Separation of Insureds" provision indicating:

"The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured. The policy shall protect each insured in the same manner as though a separate policy had been issued to each except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."

If the insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the franchise, and the insurance policy shall state that the coverage is claims made, and state the retroactive date. The franchisee shall maintain coverage for the duration of the franchise and for the three years following the expiration of same. The franchisee

shall provide the County annually a signed renewal binder or other document as evidence of such insurance. It is further agreed that either the franchisee or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the franchisee.

Proof of all insurance shall be in the form of a full copy of the policy with all endorsements and exclusions attached thereto. All insurance documentation shall be submitted and reviewed by the County Executive prior to final execution of the franchise.

The County may require any additional bond, insurance, deposit or security as provided in Title 13 SCC. Acceptance by the County of any work performed by the Grantee at the time of completion shall not be a ground for avoidance of this covenant.

11. Hold Harmless and Indemnity

The Grantee shall assume the risk of, and be liable for, and pay all damage, loss, cost and expense of any party arising out of Grantee's use of the right-of-way, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Grantee shall protect, hold harmless from and indemnify Snohomish County, its appointed and elected officials, agents, and employees, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party arising out of or suffered, directly or indirectly, by reason of or in connection with the use by Grantee of the right-of-way, or any action, error or omission of the Grantee, Grantee's employees, agents, or subcontractors, whether by negligence, including voluntary negligence, or otherwise in connection with the use of county right-of-way, except for those damages caused by the negligence or willful misconduct solely of the County, its appointed and elected officials, agents or employees.

Provided that, for only those provisions of this franchise which a court of competent jurisdiction determines are subject to RCW 4.24.115, then, in the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the County, its appointed and elected officials, agents or employees, and the Grantee or the Grantee's agents or employees, the Grantee's liability to hold harmless and indemnify the County is enforceable only to the extent of the Grantee's negligence.

The Grantee's obligation shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from any act, error or omission or from any breach of any common law, statutory or other delegated duty of the Grantee or his employees, agents or subcontractors.

In case suit or action is brought against the County of Snohomish for damages arising out of or by reason of the above-mentioned causes, the Grantee will, upon notice to him of the commencement of

said action, defend the same at its sole cost and expense, and in case judgment shall be rendered against the County of Snohomish in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after suit or action shall have finally been determined, if determined adversely to Snohomish County.

It is specifically and expressly understood that the hold harmless and indemnification provided in this franchise constitutes the Grantee's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this hold harmless and indemnification and that this waiver has been mutually negotiated by the parties.

12. Reservation of Police Power

In granting this franchise, the County does not waive any of its police powers to regulate the use of County roads or rights-of-way in the interest of public health, safety, and the general welfare.

13. Applicable Laws

Grantee shall comply with all federal, state and local laws, rules and regulations applicable to any work, facility or operation of Grantee upon County roads or rights-of-way during the life of this franchise.

14. Eminent Domain, Powers of the People

This franchise is subject to the power of eminent domain and the right of the Council or the people acting for themselves through the initiative or referendum to repeal, amend, or modify the franchise in the interest of the public. In any proceeding under eminent domain, the franchise itself shall have no value.

15. Annexation

If any road or right-of-way covered by this franchise is incorporated into the limits of any city or town, this franchise shall terminate as to any road or right-of-way within the corporate limits of such city or town; but this franchise shall continue as to County roads and rights-of-way not incorporated into a city or town.

16. Vacation

If the County vacates all or a portion of any county road or right-of-way which is subject to this franchise, and said vacation is for the purpose of acquiring the fee or other property interest in said road or right-of-way for the use of the County in either its proprietary or governmental capacity, the County Council may, at its option and by giving thirty (30) days' written notice to the Grantee, terminate this franchise with reference to any County road or right-of-way so vacated, and the County shall not be liable for any damages or loss to the Grantee by reason of such termination.

Whenever a county road or right-of-way or any portion thereof is vacated upon a finding that is not useful and the public will be benefited by the vacation, the County may retain an easement in respect to the vacated land for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized under paragraph 3 or physically located on a portion of the land being vacated, but only in accordance with the provisions of RCW 36.87.140. It shall be the responsibility of the Grantee to request that the County Council specifically include a provision retaining an easement in respect to any proposed Council action on a particular vacation. The County shall not be liable for any damages or loss to the Grantee by reason of any such vacation.

17. Termination

- A. If Grantee defaults on any term or condition of this franchise, the County Council may terminate this franchise as provided in Title 13 SCC. Upon termination for any cause, all rights of Grantee hereunder shall cease.
- B. Upon compliance with Title 13 SCC, the County Council, at its option, may terminate this franchise, as to those roads and rights-of-way upon which Grantee has not constructed or placed any facility, within five years of the effective date of this franchise.
- C. In the event that the use of all or any part of the facility is discontinued for any reason, including, but not limited to, discontinuance, obsolescence or abandonment of the facility, or the abandonment, termination or expiration of this franchise, the Grantee is solely responsible for the removal and proper disposal of the abandoned/surplus facilities. The Grantee is not entitled to abandon any facilities in place without the County's prior express agreement and written consent. The Grantee shall restore the county roads and rights-of-way from which such facilities have been removed to the same or equal conditions as before.

18. Assignment

All terms and conditions of this franchise are burdens upon the successors and assigns of Grantee, and all privileges as well as all obligations and liabilities of the Grantee inure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned. Neither this franchise nor any interest therein shall be sold, transferred or assigned without the prior written consent of the County Council.

19. Effective Date

This franchise shall be effective thirty (30) days after approval by the County Council; PROVIDED, that Grantee, within such time, has signed a copy thereof and returned it to the County Council.

20. Severability

If any provision of this franchise or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this franchise or its application to other persons or circumstances.

21. Limitation of Liability

Administration of this franchise shall not be construed to create the basis for any liability on the part of the County, its appointed and elected officials, and employees for any injury or damage from the failure of the Grantee to comply with the provisions of this franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the County; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this franchise by the County; or for the accuracy of plans submitted to the County.

22. Hazardous Conditions

Whenever the Director determines that any conditions or operations caused by any activity covered by this franchise have become a hazard to life and limb, endanger property or public resources, or adversely affect the safety, use, or stability of a public way or drainage channel; the Director shall notify the Grantee in writing of the property upon which the condition or operation is located, or other person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this franchise.

Should the Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, he/she may take the measures necessary to eliminate the hazardous situation, provided that he/she shall first make a reasonable effort to notify the Grantee before acting. In such instance, the Grantee responsible for the creation of the situation shall be responsible for the payment of any reasonable costs incurred.

If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted pursuant to this title or any other County authority, the Director shall have the authority to forfeit the bond or other security to recover costs incurred.

23. Notices

Notices provided for in this Franchise shall be sent to the following addresses:

- 1) Department of Public Works
Snohomish County
2nd Floor Wall Street Building
Everett, WA 98201

- 2) Grantee
Shoreline Wastewater Management District
17505 Linden Ave N. P.O. Box 33490
Seattle, WA 98133

The Grantee shall promptly notify the County of any change in notice address.

24. Governing Law and Stipulation of Venue

The Grantee hereby agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington. The parties hereby stipulate that this franchise shall be governed by the laws of the State of Washington and that any lawsuit regarding this contract must be brought in Snohomish County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle.

Approved:

SNOHOMISH COUNTY

Jack P. Belshroff
County Engineer

Karen Miller
Chairman of the County Council
Snohomish County, Washington

Dated this 1 day of
FEBRUARY, 1994.

Dated this 13th day of
April, 1994.

APPROVED AS TO FORM ONLY:

Barbara Dykes
Deputy Prosecuting Attorney

DATE: 1/24/94

Nellie Leung
Snohomish County Executive

DATE: 4/26/94

Wayne Clements
Snohomish County Risk Management

DATE: 12/30/93

ACCEPTED: SHORELINE WASTEWATER MANAGEMENT DIST

Constance K. King
CONSTANCE K. KING
(Official Title) President

DATE: 5-9-94

APPROVED:

(Title) _____

DATE: _____

ATTEST:

Philip J. Montgomery
PHILIP J. MONTGOMERY
(Title) General Manager

DATE: 5-9-94

s:utility/NM/dlh/hd
Revised 4/92

RECORDED

94 MAY 26 P3:38

BOB TERWILLIGER AUDITOR
SNOHOMISH COUNTY WASH



Shoreline Wastewater Management District

(Formerly Ronald Sewer District)
17505 Linden Avenue North
Seattle, Washington 98133
(206) 546-2494

COMMISSIONERS
Constance K. King
Harry G. Galland
Gary F. Shirley

GENERAL MANAGER
Philip J. Montgomery

DEPT. OF PUBLIC WORKS

December 9, 1993

Snohomish County Public Works
2930 Wetmore Avenue
Everett, WA

Subject:: Shoreline Wastewater Management District
Application for Utility Franchise

Dear Gentlemen:

We are submitting the following Utility Franchise Application responses on behalf of Shoreline Wastewater Management District (SWMD). The goal of this application is to allow SWMD to continue to serve a small area, outside of SWMD's boundary, within Snohomish County.

SWMD was formed in 1951, as Ronald Sewer District, to provide sanitary sewer service to northwestern King County. In 1984 King County began to divest itself from the sanitary sewer collection business. As a result, King County Sewer District #3 (KC#3) was transferred to SWMD in 1986. KC#3 had a few hundred feet of sanitary sewer line within the public right of way and a lift station on private property, within Snohomish County. It is unknown if KC#3 had a franchise for these pipelines which lie outside of SWMD's boundary. The Lift Station No. 13 (LS#13) included in the transfer provides service to the Chevron Point Wells facility. The lift station and associated piping run approximately 200 LF to the north of the King County line, along the northern end of Richmond Beach Drive NW. It is this 200 LF of pipeline that prompts this franchise application.

The responses below are numbered to correspond with the Franchise Application Questionnaire:

Shoreline Wastewater Management District
P.O. Box 33490
17505 Linden Avenue North
Seattle, WA 98133

General Manager: Philip Montgomery
Phone: (206) 546-2494

1. See attached map, Exhibit A.

B:\SWMDSWMDFRCH.doc\21301

Working for Environmental Protection

A special purpose district formed pursuant to RCW chapter 56.

LEA 4610
VERGOSEN

Received
DEC 19 2005
CHS ENGINEERS

2. We have assumed the "utility source" in this application is the service area tributary to LS#13. As shown on the attached map, portions of the tributary area lie within Snohomish and King Counties.
3. The system consists of approximately 200 LF of 8" gravity sewer and 4" force main piping to and from LS#13. All of the above mentioned facilities have been in place for over 20 years. The system is identified on the attached map, Exhibit A.
4. There is no construction currently planned. Future construction would be as required for operations and maintenance.
5. SWMD has over 33 years of experience in operation and maintenance of sanitary sewer systems.
6. As previously mentioned the system is in place, and there are no current plans to expand the service area.
7. SWMD is a Special Purpose District serving northwestern King county. Additional historical information about the district can be found in SWMD Comprehensive Sewer Plan (June 1990).
8. SWMD is able to meet all bonding and insurance requirements. The strong financial health of SWMD is best evidenced by it's Moody's rating of A1 on Sewer Revenue Refunding Bonds, 1993. See attached copy, Exhibit B.
9. Snohomish county commercial and residential properties within the tributary area of LS#13 will continue to receive high quality sanitary sewer service.
10. SWMD has no current plans to expand the existing service area within Snohomish County.
11. The general office and maintenance yard are located centrally within the district, at the above address, in northwestern King County, phone number; (206) 546-2494..

Sincerely,



Philip Montgomery, General Manager

c.c. Scott Christensen, P.E., District Engineer