



SHORELINE
CITY COUNCIL

Shari Winstead
Mayor

Chris Eggen
Deputy Mayor

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Doris McConnell

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Chris Roberts

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August 14, 2014

Lenora Blauman
Washington Boundary Review Board of King County
400 Yesler Way, Room 240
Seattle, WA 98104

Re: Assumption of the Ronald Wastewater District by City of Shoreline
File No. 2357

Dear Lenora:

Enclosed please find the following supplemental information for inclusion in the public record for File No. 2357:

- Supp. Exhibit 1 - Excerpts of Olympic View Water and Sewer District Comprehensive Sewer Plan
Amendment No. 1 (June 2009)
- Supp. Exhibit 2- Excerpts of Olympic View Water and Sewer District Comprehensive Sewer Plan (June 2007)
- Supp. Exhibit 3 - Agreement for Sewage Disposal – Ronald Sewer District and King County
- Supp. Exhibit 4 - Agreement for Sewage Disposal – Town of Woodway and King County with assignment to Olympic View Water and Sewer District
- Supp. Exhibit 5 - Agreement for Sewage Treatment – City of Edmonds and King County

Given the timing of this submittal, unless the Board instructs otherwise, the City will provide copies of this information to the Boundary Review Board members at the August 19 public hearing on this matter.

Thank you,


Julie Ainsworth-Taylor
Interim City Attorney

Enclosure

COMPREHENSIVE SEWER PLAN

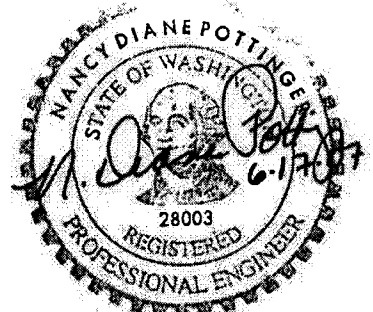


Olympic View Water and Sewer District

Snohomish County, Washington

June, 2007

CHS Engineers, LLC



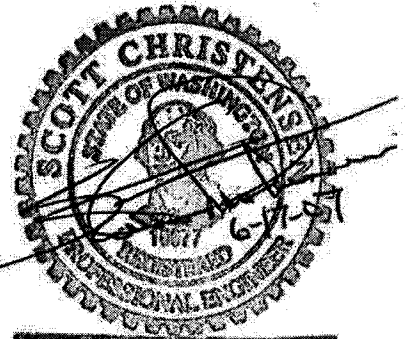
EXPIRES 5.3.09

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

Prepared by: N. Diane Pottinger

Checked by: [Signature]

Date: 6-17-07



EXPIRES 10/20/08

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

MOTION NO. 07-550

CONCERNING APPROVAL OF THE OLYMPIC VIEW WATER AND SEWER DISTRICT
COMPREHENSIVE SEWER PLAN, JUNE 2007

WHEREAS, the Olympic View Water and Sewer District prepared and submitted the Comprehensive Sewer Plan dated June 2007 on July 26, 2007, to the Snohomish County Council; and

WHEREAS, RCW 57.16.010 requires that water and sewer districts adopt comprehensive plans prior to incurring indebtedness or ordering improvements, and that the comprehensive plan be approved by the county legislative authority before becoming effective; and

WHEREAS, the specific criteria for review of the sewer system comprehensive plan are outlined in RCW 57.02.040 and RCW 57.16.010(6); and

WHEREAS, the Snohomish County Health District and the County Engineer have reviewed the updated plan and given approval as required by Title 57 RCW; and

WHEREAS, the District issued a Threshold Determination of Non-Significance (DNS) on June 27, 2007. The County did not comment on the DNS and PDS has found the DNS to be in order; and


WHEREAS, the District's plan update has been reviewed by Planning and Development Services and found to be consistent with the County's adopted GMA Comprehensive Plan. The County will need to update the service area boundary maps to coincide with those shown by the District after their agreements with the City of Edmonds;

NOW, THEREFORE ON MOTION:

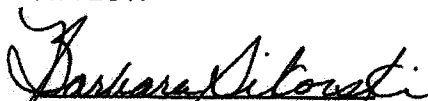
- A. The County Council finds that the proposed the Olympic View Water and Sewer District's Comprehensive Sewer Plan dated June 2007 prepared by CHS Engineers LLC is in compliance with the applicable criteria for approval prescribed in RCW 57.02.040.
- B. Based on the foregoing, the Snohomish County Council approves the Olympic View Water and Sewer District's Comprehensive Sewer Plan dated June, 2007.

PASSED this 3rd day of October, 2007.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

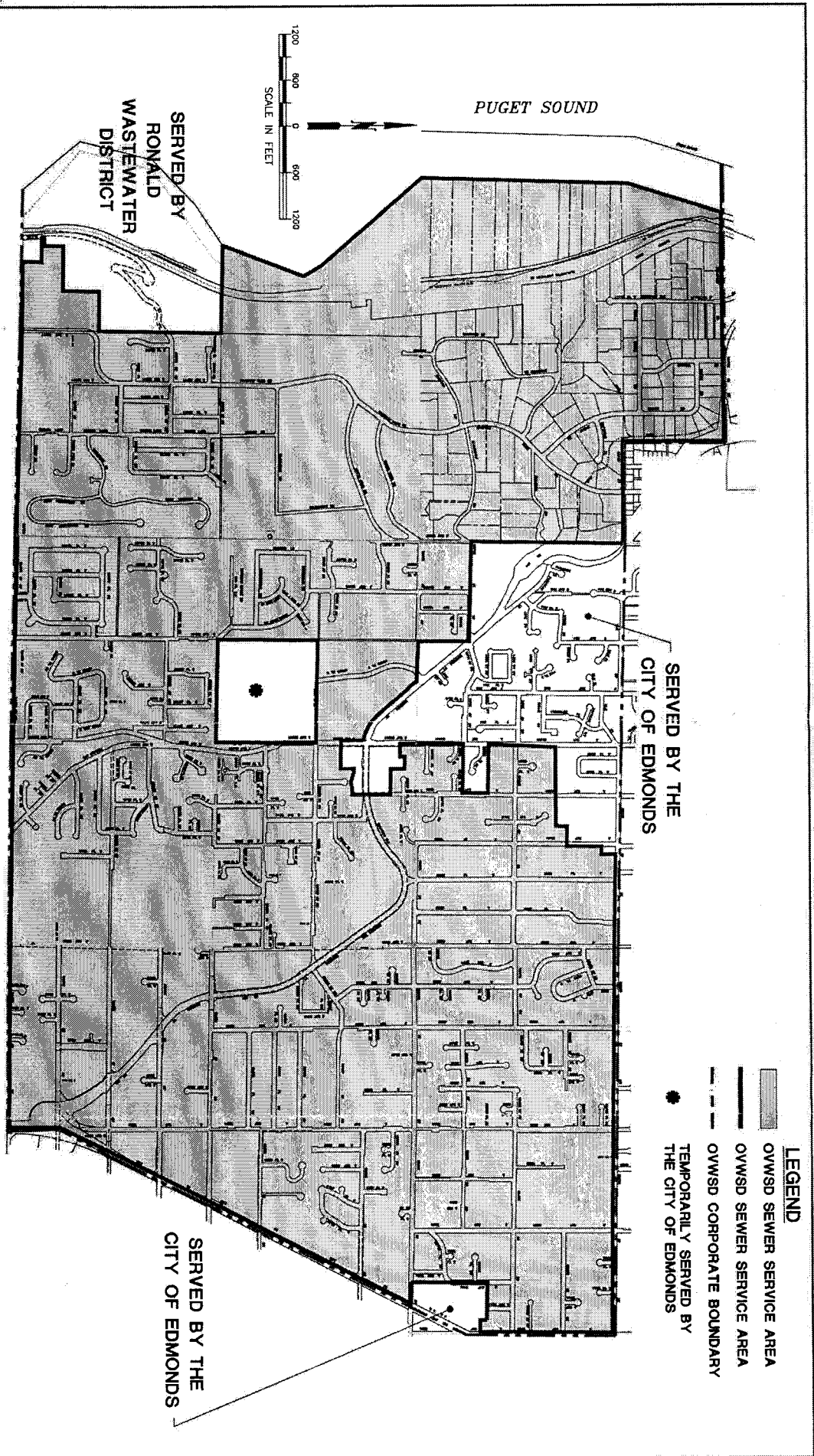

Council Chair

ATTEST:


Asst. Clerk of the Council

OLYMPIC VIEW WATER & SEWER DISTRICT
 SEWER COMPREHENSIVE PLAN UPDATE

FIGURE 1.3
 CORPORATE BOUNDARY & SERVICE AREA



CHAPTER 7
CAPITAL IMPROVEMENT PROGRAM

7.1 INTRODUCTION

The development of a comprehensive plan for the upgrade and expansion of the OVWSD sewer system and the unsewered areas is set forth in this chapter. Evaluations of the existing collection system and operations were performed in the preceding chapters.

The existing system was reviewed to determine the necessity of replacing or repairing any components of the system. Once deficiencies were noted each project was evaluated and a recommended sequence for construction was established. The timing of construction or of upgrading such facilities is contingent upon that point in time for which system demand is expected to exceed the rate that the existing facilities can operate properly.

7.2 CURRENT RATES

Table 7.1 identifies the different billing account types effective for 2007. These accounts include funding for debt service, operation, maintenance and treatment costs.

TABLE 7.1
SEWER RATE SCHEDULE

CUSTOMER CLASSIFICATION	BIMONTHLY BASE RATE*	
	UNITS 1-4 ³	WOODWAY ⁴
Residential		
Single Family	\$37.45	\$67.45
Multi Family ¹	\$37.45	-
Low Income Senior Citizen ²	\$21.42	-
Commercial		WATER CONSUMPTION, CCF
Commercial/ Government	\$34.27	\$2.31/month

¹ Multi-family customers are those customers with more than four units per structure.

² District customers who wish to apply for the low-income rate, must provide proof of the income levels on an annual basis.

³ Everywhere within OVWSD except the Town of Woodway

⁴ Town of Woodway customers pay to cover the treatment costs of KCDNR.

The District's complex multiple jurisdiction transmission and treatment charges, as well as contractual rate requirements cause for several different single family residential rates within the District. The numbers shown on Table 7.2 are the District's average cost per ECU and do not add up exactly to the bimonthly base rate shown in Table 7.1

TABLE 7.2

COST PER ECU SERVICE PER MONTH, 2007-2012

	2007	2008	2009	2010	2011	2012
Treatment	\$ 6.00	\$ 6.17	\$ 6.36	\$ 6.55	\$ 6.74	\$ 6.94
O&M	\$ 9.20	\$ 9.47	\$ 9.76	\$ 10.05	\$ 10.34	\$ 10.65
Debt Service	\$ 2.91	\$ 2.88	\$ 3.01	\$ 2.98	\$ 2.89	\$ 2.81
Capital Improvements	\$ 2.06	\$ 1.94	\$ 1.65	\$ 1.51	\$ 1.42	\$ 1.31
Total Cost	\$ 20.17	\$ 20.47	\$ 20.77	\$ 21.08	\$ 21.39	\$ 21.71

The City of Edmonds determines an annual settlement fee for sewage disposal approximately 6 months following the year of service. The District has not yet received the settlement fee for 2006 treatment. For those customers in the Town of Woodway, their sewage is transferred to the City of Edmonds via King County interceptors. Therefore, the customers in the Town of Woodway pay an additional "Treatment Differential" charge of \$15/month, which covers the cost of treatment.

When new customers connect to the sewer for the first time, they must pay a facility charge to the District. Depending on where their property is, they may pay an additional charge to King County (a capacity charge). Table 7.3 identifies the additional fees that require payment when connecting to sewers.

TABLE 7.3

ADDITIONAL CHARGES

FACILITY CHARGE, PER ECU	CONNECTED TO CITY OF EDMONDS TRUNK¹	CONNECTED TO KING COUNTY TRUNK²	SERVED THROUGH RONALD WASTEWATER DISTRICT MAINS³
Single Family⁴	\$1,240.00	\$260.00	\$877.18
Multi-family, Commercial/ Government	\$1,240.00 for the first two units, \$1017.10 for each additional ECU	\$260.00 for the first two units, \$182.00 for each additional ECU	\$877.18 for the first two units, \$799.18 for each additional ECU
Capacity Charge		\$42.00/month ⁵ – 15 years	\$42.00/month ⁵ – 15 years

¹New dwelling units in drainage basins Unit 1-4 and W1 on Figure 5.1

²New dwelling units in drainage basins W2 and W3 on Figure 5.1

³New dwelling units in drainage basin W2 on Figure 5.1

⁴Additional charges may apply to Town of Woodway residents. Verify charges with the Town Clerk.

⁵Charge expected to increase to \$46.25 in 2008

New customers who live in Woodway (W2 and W3 drainage boundaries as shown in Figure 5.1) in pay a monthly "Capacity Charge" to King County of \$42.00 for 15 years. Beginning in 2008, this charge is expected to increase to \$46.25. The District contacts King County when a new customer tributary to King County is connected to the District. The billing occurs directly between King County and the new customer.

7.3 SERVICE AREA

There are currently two sewer mains within the District's service area boundary that are owned by the City of Edmonds; one near the Esperance School site which is included in the District's collection system map and the other is the old Edmonds Woodway High School. Sewer mains from these areas extend into the street and run parallel to OVWSD's sewer mains in the same streets. During a meeting between the City of Edmonds and District staff in 2006, it was agreed that in the event either of these two sites are developed, both the existing and proposed sewers mains to these sites would be owned and operated by OVWSD. However, final agreements between the City of Edmonds and

Olympic View have not been completed for this area. City staff will inspect the existing City of Edmonds sewer mains to determine if the increased flows would best be directed into OVWSD existing mains or if the existing mains should be abandoned and sewer flows routed to the adjacent District main.

OVWSD presently has no plans or schedules for construction of sewer line extensions within the OVWSD service area boundaries at the expense of the District. It is expected that future construction within these areas will occur by means of developer extension contracts in accordance with established standards and policies identified in the District's *Developer Extension Manual*.

Within the District's service area in the Town of Woodway, there are 12 areas that do not currently have sewer service. Sewer improvements to these areas could mean a potential of 176 additional customers, assuming no further subdivision of each lot is made. This number could be higher if the lots are subdivided to the maximum allowed under the current land use.

In the Town of Woodway's *1991 Sewerage System Comprehensive Plan*, 13 capital improvement projects were identified. Of the 13 projects, two projects were constructed and two additional projects were partially completed. The two constructed projects include the King County METRO pump station and interceptor which flows to the City of Edmonds' wastewater treatment plant and the Town's ULID No. 1 (identified as 115th PL, 236th PL, and 239th PL in the 1991 plan).

It is expected that the majority of future lateral sewers (8-inch diameter) will be built under Olympic View Water and Sewer District's developer extension policy. Lateral sewers not built under this policy will be built by the District via the conventional Utility Local Improvement District (ULID) method or by the District with sewer capital funds. Small areas may require service by means of individual residential pump stations or a small municipal pump station due to topographic constraints, soil conditions or other factors not evident at this time.

7.4 DISTRICT STAFF

At this time, there has not been any additional staffing needs identified. The District has recently added a camera vehicle to assist in the operation and maintenance of the District's system. OVWSD will review the staffing needs throughout 2007 to determine what change, if any, is needed in future years to improve the District's efficiency to assist with video inspections.

7.5 COST ESTIMATES

Construction cost estimates involve engineering judgment based on experience. However, construction costs can vary over a wide range because of the many factors which cannot be predicted such as labor availability, competitive conditions, management, environmental considerations and other intangibles affecting construction costs at the time the work is actually performed. Generally, actual costs cannot be known until bids are received, and even these may be subject to adjustment because of changed conditions. The District, in its decision-making, must always keep in mind that the costs presented in this chapter are estimates.

Construction costs are estimated from prices obtained from various sources, including manufacturers and suppliers of materials and equipment and bid prices for projects in other communities in the area. In considering these estimates, it is important to realize that changes during final design quite possibly will alter the total cost to some degree, and future changes in the cost of material, labor and equipment will also have a direct impact on costs. Prior to the initiation of the projects shown in this capital improvement program, the project costs should be reviewed and updated to reflect current conditions.

The cost estimates presented are based on 2007 prices and represent estimated total project costs. Project costs are developed from estimated construction cost (includes 20% contingency and 8.9% sales tax) plus allied costs. Allied costs are assumed at 35% of the estimated construction cost (with contingency) and represent costs for permitting, surveying, engineering design and observation, inspection, administration, legal and other project related costs.

Operation and maintenance costs are not reflected in the project cost estimates. These costs are relevant and require consideration during the planning and design phase of a proposed facility or project.

7.6 REVENUE/FINANCING

There are four principal ways that the improvements outlined in this report can be financed aside from using a portion of the monthly service charge. Rates and charges must be maintained at an adequate level to ensure a sufficiency of funds to properly maintain and operate the system and provide funds for construction of the projects identified in the Sewer Capital Facilities Plan through a combination of cash contributions and debt financing.

A. DEVELOPER FINANCING

Developers of presently unimproved property will finance some of the new facilities constructed in the District. All of the improvements required for service to property within new plats or commercial and industrial developments will be designed and constructed in accordance with the District's developer project policies. In some cases, latecomer's agreements may be executed for any sewer main serving property other than the property owned by the developer that is financing the project.

B. COMBINATION FINANCING BY THE DISTRICT AND DEVELOPERS

It may be necessary in some cases to require the owner to construct a larger diameter line than is required by the current development in order to support the comprehensive development of the District's sewer system. The District may enter into a latecomer's agreement or reimburse the developer for the extra cost of increasing the size of the line over that required serving the property under development. Over sizing should be considered when it is necessary to construct any pipe over 10 inches in diameter to comply with the sewer capital facilities plan.

C. REVENUE BOND

Interceptors, lift stations, force mains and costs to the District for improvements by the District or the City of Edmonds for transport, treatment and disposal system that are a general benefit to a major portion of the District may be financed by revenue bonds. The District may use whatever funds are available for the payment of the debt service on the revenue bonds. A major source of these funds is from the sewer rate revenues from the District customers. However, all funds, such as general facility fees, connection charges or latecomer charges, may be used for debt service.

Sewer system improvements that will service many different property owners in areas that are already developed may be financed through the establishment of a utility local improvement district (ULID). The financing is accomplished through the sale of revenue bonds or general obligation bonds. These bonds are retired with income from the assessments and/or other funds of the District.

D. GRANT FUNDS/LOANS

State and federal authorities have previously provided funds under the various grant programs for the construction of major improvements to or rehabilitation of sewer systems. The only known programs available at this time are the Centennial Clean Water Grant Fund, State Revolving Loan Fund, Farmers Home Administration (RDA) and Public Works Trust Fund (PWTF) Loan Program. The District has successfully applied for PWTF loans for water and sewer system improvements. The PWTF Loan Program is an effective and simple low-interest loan program that targets public agencies needing to finance improvements to existing infrastructure systems. The District should continuously monitor the activities of the state or federal agencies to determine the requirements of these programs or of any new grant or loan programs that may be developed in the future.

7.7 CAPITAL IMPROVEMENT PLAN

Sewer system improvements have been identified to address deficiencies in the system as identified in Chapter 5. Sewer extensions were planned in accordance with the previous sewer planning efforts and economical/topographical/political constraints. Iterative analysis of the existing and proposed sewer systems with the criteria presented in previous chapters resulted in development of the system of improvements set forth in this plan. The projects are briefly described in Table 7.4, including an estimate of the project cost (included in Appendix G), and recommended year of completion and the probable source of funds for each project. Table 7.5 includes all capital projects presently anticipated for completion within the next 20 years.

7.7.1 Sewer Extensions

There are twelve areas that do not have sewer service in the Town of Woodway. In order to be cost effective, it was assumed the sewers would be installed at multiple residences under the same project. These residences are combined in 12 different areas. A preliminary review indicates gravity sewers can be provided to all of the Town of Woodway's future residences except along 117th PLW and Dogwood Lane. Individual pump stations and force mains will assist the District in providing sewer service to these local residences. Figure 7.1 identifies the locations of the sewer extensions projects. Providing public sewers can be done on an individual basis but will be more costly than going together with neighbors to share in the development costs.

TABLE 7.4

SEWER EXTENSION PROJECTS IN THE TOWN OF WOODWAY

PROJECT NAME	ESTIMATED PROJECT COST (2007 DOLLARS)
117 TH PL W	\$ 225,000
Dogwood Lane	\$ 201,000
Kulshan Road	\$ 445,000
Algonquin Road	\$ 328,000
Algonquin Road (east)	\$ 201,000
North Deer Drive	\$ 300,000
Wachusett & South Deer	\$ 887,000
Timber & Wachusett	\$ 587,000
Olympic Meadows	\$ 1,592,000
112 th PL W	\$ 396,000
Willowich Road	\$ 357,000
Berry & Totem Lane	\$ 976,000
Total	\$ 6,495,000

7.7.2 Information Technology (IT)

The District has computers for each of its employees. The employees have different uses for their computer, many of them sharing the same databases. The District's server and individual workstations should be evaluated and recommendations made to improve the overall IT needs of the District. The recommendations should be considered for future capital improvement projects.

As a part of the IT evaluation, the District should consider evaluating the District's existing maintenance management information system to determine if it needs to be replaced.

The estimated project cost is \$18,000.

Upgrading the IT system of the District can be quite expensive if attempted in a single year. An amount should be set aside each year for

at least the next 7 years to cover the preliminary estimated costs of the District IT upgrade.

The estimated annual project cost is \$8,200.

7.7.4 New Well Water Treatment Facilities, New Administrative and Operations Building, Renovation of Existing Facilities

The District's administrative building at the Edmonds Way site has become too small to be effective. A new structure to house both the administrative and operations staff at the 228th Street Facility. The well water treatment plant will be located at the same site. The existing District administrative office will be demolished and a new facility constructed at the Edmonds Way site.

The estimated project cost is \$6,800,000.

7.7.5 Westgate Lift Station Improvements

Westgate Lift Station was constructed in 1967 and is located on 229th Pl. SW. The station is a pneumatic ejector style designed to accommodate wastewater from two sewer mains and pump flows into another portion of the system. The station serves approximately 13 acres along the western edge of the District. Backwash water from the District's water treatment plant is directed into the lift station, exceeding the design flows.

The lift station has served beyond the normal useful life for this type of station. The lift station's equipment and electrical system have never undergone a major renovation. A major renovation is needed to increase the station capacity, improve the reliability and add standby power.

The recommended improvements include: evaluation of another type of station for this upgrade or replacement of two compressors, control panel, check valves, gate valves, solenoid valve, piping and cathodic protection system.

The estimated project cost is \$592,000.

7.7.6 General Sewer System Repair Program

Olympic View Water and Sewer District recognizes the need to identify faults in the collection system such as structural problems (cracks, holes, etc.) and conditions that limit proper operation (root intrusion, pipe settlement, etc.) or allow extraneous flow into the system (infiltration and inflow). These conditions result in less capacity available for existing and future customers, higher conveyance and treatment costs and increased potential for sewer backups or overflows.

The District is just beginning a video inspection program. During routine system inspections some faults have been identified which require repair. These repairs should be done through the use of point repair grouting techniques, if feasible. Assuming an average cost per point repair of \$2,500 and extrapolating the number of faults found to date over the entire system, the sewer main repair cost should be approximately \$30,000.

The collection system contains approximately 857 manholes, The District staff estimates that 15% to 20% of these manholes are in need of repair or rehabilitation. This translates to approximately 172 manholes in need of repair.

Repairs to be completed may include replacing or reinstalling manhole castings and risers. Additional repairs may include sealing manhole leaks and raising manhole frames and covers to grade. Typical costs per repair item are presented below:

- raise frame and cover 6 to 12"
\$425/manhole
- raise frame and cover less than 6"
\$325/manhole
- seal leaks in manhole base or risers
\$425/manhole
- replace broken manhole adjusting rings
\$325/manhole
- replace existing with waterproof frame and cover
\$600/manhole

The average repair cost per manhole is approximately \$425. Using the estimated number of manholes in need of repair, the rehabilitation projects total cost should be approximately \$75,000.

As previously discussed, the District has observed flow variations in relation to rainfall events, especially in Unit 4. The City of Edmonds reported that their system (north of 220th St. SW) of 8" concrete pipe has been inspected by video survey and only one pipe was found with infiltration. The City has scheduled it for repair.

If these repair costs for all of the above mentioned system repair programs (\$145,000) were spread out across a five-year period, the District would spend approximately \$29,000 per year.

7.7.7 Flow Monitoring

As previously discussed, the majority of the wastewater for the District is conveyed to the City of Edmonds for treatment and discharge. Edmonds also receives and treats flow from the Town of Woodway, RWD and Mountlake Terrace. Some of the flow from the Edmonds' sewer service area passes through the District's collection system. There are multiple points of discharge from the District system to the Edmonds interceptors along Edmonds Way, Highway 99 and 100th Ave. W. The District is currently at 41 percent of their contract amount (0.61 mgd of 1.502 mgd). It is currently not in the District's best interest to conduct flow monitoring, until flows increase substantially.

Flow is currently monitored from RWD and Mountlake Terrace along with some portions of the District at four-meter locations along the Edmonds interceptor. However, flow from the majority of the District system is not directly monitored. The allocation of flows between municipalities is estimated on the basis of sewer residential equivalents. This method is generally acceptable assuming that annual inflow and infiltration (I/I) volumes from each system are also proportional to the number of sewer residential equivalents. If this assumption is not true, the method can result in over- or under- charging of the District. For instance, if Edmonds' I/I is actually 25% higher than for OVWSD then the District and the other municipalities are paying for a portion of Edmonds' treatment. Similarly, if the District's system has a proportionately higher volume of I/I, then the other agencies are sharing in the cost of treating the extraneous flows from the District's system.

The way to avoid reliance on this assumption is the installation of a sewage flow monitoring system. This flow monitoring equipment would measure the District's actual flow, which would, in turn, be used to calculate their proportional share of operation and maintenance costs for the Edmonds wastewater treatment plant. The monitoring system would require the installation of eighteen local monitoring facilities of District flow to the Edmonds interceptors, the installation of approximately three monitoring facilities for Edmonds' flow into the District and one monitoring facility for RWD flow into Olympic View. Each of the facilities would require the installation of a manhole, monitoring equipment and telemetry equipment. Telemetry receiving equipment at the District offices would also be required.

The monitoring equipment at each site would be dependent on the collection system configuration encountered at each site. If the site chosen is a force main, a magnetic or ultrasonic flow meter could be installed but, if the chosen location is a gravity flow situation, a Parshall flume with an ultrasonic level sensor could be installed.

Development of each of these monitoring sites would likely cost a minimum of \$50,000 each (project cost). The total cost for implementation of this program (22 sites) would be \$1,100,000 plus the annual maintenance and utility cost.

The District's share of the 2005 City of Edmonds Wastewater Treatment Plants settlement cost for operation and maintenance of the treatment plant, was \$225,444. In the best case, assume the flow monitoring indicated that I/I from the District was substantially lower than from other municipalities that are currently monitored with the District. If the actual flow from the District were 30% less than previously allocated, the annual cost savings would be approximately \$68,000. Recovery time for the initial start-up costs of a monitoring system would be approximately 16 years. This is probably optimistic and there is the possibility there is less I/I from other systems, which either extends the recovery period or allows no return on investment at all. It is for this reason that we do not recommend the implementation of a flow-monitoring program.

7.7.8 Sewer Main Replacement

As previously discussed, most of the collection system was installed in 1967, making the system approximately 40 years old. The normal life expectancy for sewer system components in this area is 50 years or more. The District will reach the 50-year life for portions of the system within the planning period for this comprehensive sewer plan update. Evaluation of the system to date indicates it is in generally good condition and that it will be suitable for service for the next 20 years with continued good maintenance efforts and evaluation to identify faults. Therefore, no specific recommendation has been made in this plan for a sewer main replacement program. However, we do recommend the District consider setting aside funding for future replacement of the sewer mains as they develop and update the sewer system charge.

**TABLE 7.5
SEWER SYSTEM CAPITAL PROJECTS SUMMARIES**

NO.	CAPITAL IMPROVEMENT	PROJECT DESCRIPTION	FUNDING SOURCE	ESTIMATED YEAR OF COMPLETION	ESTIMATED PROJECT COST (2007)
1	117 th PL W 2" Force Main Sewer Extension	Installation of 6 individual grinder pump stations, associated side sewers and 800' of force main to Manhole W1-40	DE	At time of development	\$225,000
2	Dogwood Lane Sewer Extension	Installation of 500' of sewer main and grinder pump system to Manhole W1-14 to serve 2 lots	DE	At time of development	\$201,000
3	Kulshan Road Sewer Extension	Extend 1150 feet of 8" sewer main from manhole King County MH8 to serve 5 lots	DE	At time of development	\$445,000
4	Algonquin Road Sewer Extension	Extend 900 feet of 8" sewer main from Manhole W3-45 to serve 5 lots	DE	At time of development	\$328,000
5	Algonquin Road (east) Sewer Extension	Extend 450 feet of 8" sewer main from Manhole W2-223 to serve 4 lots	DE	At time of development	\$201,000
6	North Deer Drive Sewer Extension	Extend 830 feet of 8" sewer main from Manhole W2-221 to serve 3 lots	DE	At time of development	\$300,000

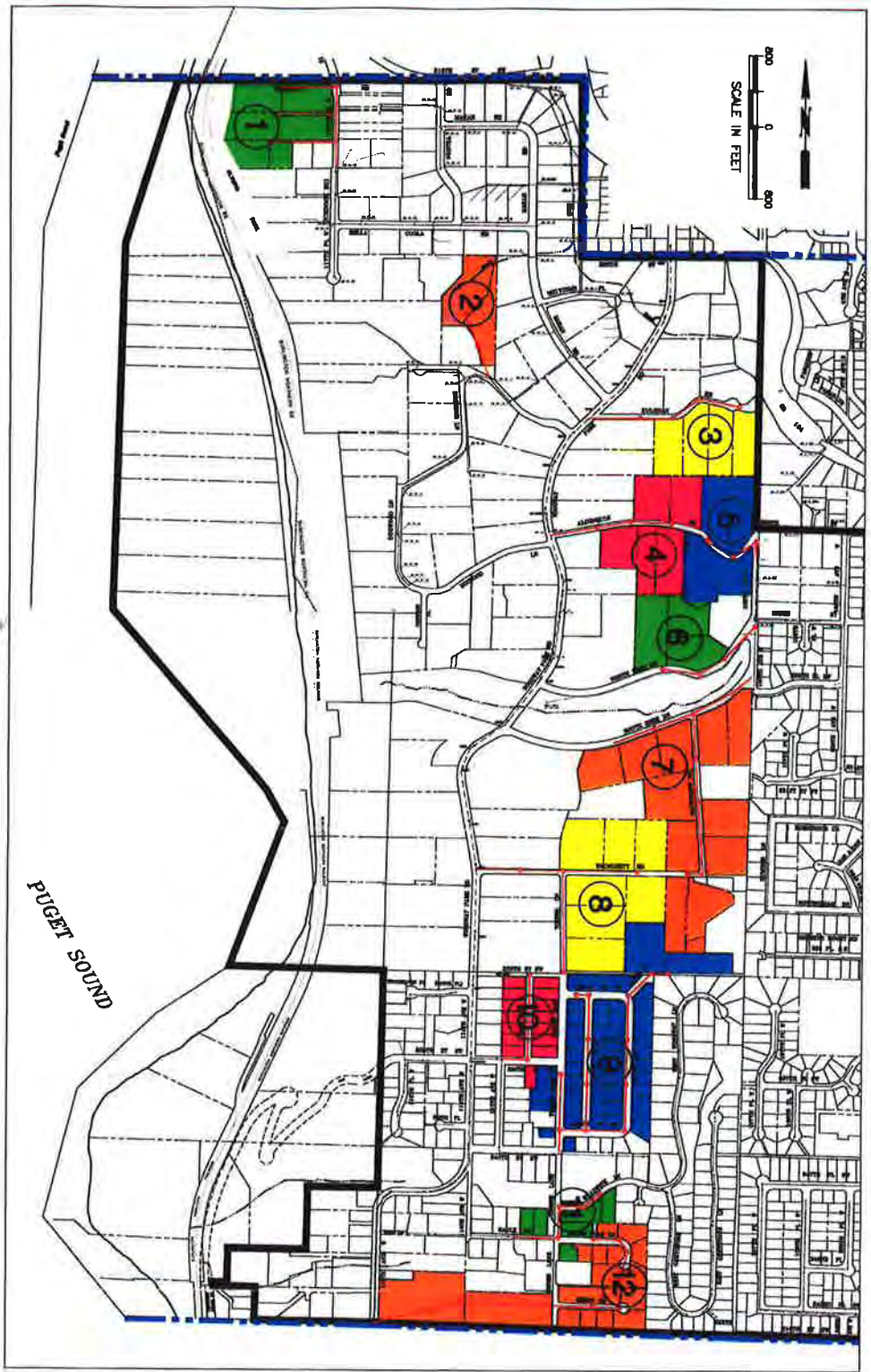
7	Wachusett & South Deer Sewer Extension	Extend 2,500 feet of 8" sewer main from Manhole W2-217 to serve 11 lots	DE	At time of development	\$887,000
8	Timber & Wachusett Sewer Extension	Extend 1,675 feet of 8" sewer main from Manhole King County MH 30 to serve 7 lots	DE	At time of development	\$587,000
9	Olympic Meadows Sewer Extension	Extend 3,500 feet of 8" sewer main from Manhole W3-5 to serve 55 lots	DE	At time of development	\$1,592,000
10	112 th PL W Sewer Extension	Extend 850 feet of 8" sewer main from Manhole W3-1 to serve 15 lots	DE	At time of development	\$396,000
11	Willowick Road Sewer Extension	Extend 950 feet of 8" sewer main from Manhole W2-38 to serve 6 lots	DE	At time of development	\$357,000
12	Berry & Totem Lane Sewer Extension	Extend 2,600 feet of 8" sewer main from Manhole W2-1 to serve 17 lots	DE	At time of development	\$976,000
13	IT Evaluation	Extend existing software and hardware needs, recommendations & schedule of proposed planned IT improvements	Rates, GFC	2008	\$18,000
14	IT Upgrade	Purchase recommended IT improvements over a 7 year period	Rates, Bonds	2008-2014	\$57,000

15	New Administrative and Operation Bldg, Water Treatment Plant and Maintenance Bldg	Design and construction of new building at District property on 228 th Street SW. Construction of a water treatment facility for well water at the same location. Modifications to existing building to accommodate change in staff and use at Edmonds Way facility.	Bonds	2009	\$6,800,000
16	Westgate Lift Station Improvements	Upgrade of existing structure to meet current code, new electrical and mechanical to replace existing.	Loan, Rates, GFC	2009	\$592,000
17	General Sewer System Repair Program	Repair of cracked or broken pipes downstream of MH's 2-30, 2-103, 1-83A. Repair manholes and sewer mains with leaks or other faults as identified in system inspection or smoke testing	Rates, GFC	2010-2016	\$145,000
18	Flow Monitoring Program	Flow monitoring of existing system in known areas of high flows	Rates, GFC		\$1,100,000
Total Estimated Cost					\$15,207,000

CHS
CHS ENGINEERS, LLC
12607 BEL-RED ROAD SUITE 101
BELLEVUE, WA 98005-2500
TEL (425) 837-8893 FAX (425) 837-8894

OLYMPIC VIEW WATER & SEWER DISTRICT
SEWER COMPREHENSIVE PLAN UPDATE

FIGURE 7.1
SEWER EXTENSION PROJECTS
IN THE TOWN OF WOODWAY



- PROPOSED PROJECT NAME**
- ① 11TH PL. W.
 - ② DOWOOD LANE
 - ③ KILBURN ROAD
 - ④ ALBONQUIN
 - ⑤ ALBONQUIN EAST
 - ⑥ NORTH DEER DRIVE
 - ⑦ WACHUBET & SOUTH DEER
 - ⑧ THIBER & WACHUBET
 - ⑨ OLYMPIC MEADOWS
 - ⑩ 12TH PL. W.
 - ⑪ WILLOWICK ROAD
 - ⑫ OLYMPIC & TOTEM LANE

—●— PROPOSED SEWER MAINS
 - - - OVS&D EXISTING SEWERS
 - - - KODIN RICHMOND BEACH
 - - - TRUNK LINE

COMPREHENSIVE SEWER PLAN

AMENDMENT NO. 1



Olympic View Water and Sewer District

Snohomish County, Washington

June 2007
Amendment No. 1 – June 2009

CHS Engineers, LLC

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

Prepared by: Kristen White

Checked by: Rodney Langer

Date: June 12, 2009





CO00039035

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 09-385

CONCERNING APPROVAL OF THE OLYMPIC VIEW WATER AND SEWER DISTRICT
COMPREHENSIVE SEWER PLAN AMENDMENT NO. 1 – MAY 2009

WHEREAS, the Olympic View Water and Sewer District prepared and submitted the Comprehensive Sewer Plan dated June 2007 on July 26, 2007, to the Snohomish County Council and subsequent Amendment No. 1 – May 2009, on June 22, 2009, for County approval; and

WHEREAS, RCW 57.16.010 requires that water and sewer districts adopt comprehensive plans and their amendments prior to incurring indebtedness or ordering improvements, and that the comprehensive plan be approved by the county legislative authority before becoming effective; and

WHEREAS, the specific criteria for review of the sewer system comprehensive plan are outlined in RCW 57.02.040 and RCW 57.16.010(6); and

WHEREAS, the Snohomish Health District and the County Engineer have reviewed the amendment and given approval as required by Title 57 RCW; and

WHEREAS, the District issued a Threshold Determination of Non Significance (DNS) on May 29, 2009. The County did not comment on the DNS and PDS has found the DNS to be in order; and

WHEREAS, the District's plan Amendment No. 1 – May 2009 has been reviewed by Planning and Development Services and found to be consistent with the County's adopted GMA Comprehensive Plan;

NOW, THEREFORE ON MOTION:

- A. The County Council finds that the proposed Olympic View Water and Sewer District's Comprehensive Sewer Plan Amendment No. 1 – May 2009, prepared by CHS Engineers, LLC, is in compliance with the applicable criteria for approval prescribed in RCW 57.02.040.
- B. Based on the foregoing, the Snohomish County Council approves the Olympic View Water and Sewer District's Comprehensive Sewer Plan Amendment No. 1 – May 2009.

PASSED this 2nd day of September, 2009.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Vice Chairperson

ATTEST:


Asst. Clerk of the Council

CHAPTER 7

CAPITAL IMPROVEMENT PROGRAM

7.1 INTRODUCTION

The development of a comprehensive plan for the upgrade and expansion of the OVWSD sewer system and the unsewered areas is set forth in this chapter. Evaluations of the existing collection system and operations were performed in the preceding chapters.

The existing system was reviewed to determine the necessity of replacing or repairing any components of the system. Once deficiencies were noted each project was evaluated and a recommended sequence for construction was established. The timing of construction or of upgrading such facilities is contingent upon that point in time for which system demand is expected to exceed the rate that the existing facilities can operate properly.

7.2 CURRENT RATES

Table 7.1 identifies the billing account types established by the District. These accounts include funding for debt service, operation, maintenance and treatment costs. The District's rate structure is developed to cover all the sewer system operation and maintenance costs and a share of District administration costs. District costs for treatment by other agencies are also built into the rate structure.

The City of Edmonds provides an estimated annual treatment expense to the District then determines an annual settlement charge base on the District's actual share of flows and actual costs for sewage disposal, approximately 6 months following the year of service. For those customers in the Town of Woodway, their sewage is transferred to the City of Edmonds via King County interceptors. Therefore, the customers in the Town of Woodway pay an additional "treatment differential" charge of \$18.18/month, which covers the cost of treatment.

TABLE 7.1
SEWER RATE SCHEDULE

CUSTOMER CLASSIFICATION	BIMONTHLY BASE RATE	
	UNITS 1-4 ³	WOODWAY ⁴
Residential		
Single Family	\$40.48	\$73.81
Multi Family ¹	\$40.48	-
Low Income Senior Citizen ²	\$23.15	-
Commercial	BASE RATE	WATER CONSUMPTION, CCF
Commercial/ Government	\$37.04	\$2.50

¹ Multi-family customers are those customers with more than four units per structure.

² District customers who wish to apply for the low-income rate, must provide proof of the income levels on an annual basis.

³ Everywhere within OVWSD except the Town of Woodway.

⁴ Town of Woodway customers pay to cover the treatment costs of KCDNR.

The numbers shown in Table 7.2 are the District's average cost per equivalent customer unit (ECU) and do not add up exactly to the bimonthly base rate shown in Table 7.1

TABLE 7.2
COST PER ECU SERVICE PER MONTH, 2009-2012

	2009	2010	2011	2012
Treatment	\$ 6.36	\$ 6.55	\$ 6.74	\$ 6.94
O&M	\$ 9.76	\$ 10.05	\$ 10.34	\$ 10.65
Debt Service	\$ 3.01	\$ 2.98	\$ 2.89	\$ 2.81
Capital Improvements	\$ 1.65	\$ 1.51	\$ 1.42	\$ 1.31
Total Cost	\$ 20.77	\$ 21.08	\$ 21.39	\$ 21.71

When new customers connect to the sewer for the first time, they must pay a facility charge to the District. Depending on where their property is, they may pay an additional charge to King County (a capacity charge). Table 7.3 identifies the additional fees due when connecting to the sewer system.

TABLE 7.3
ADDITIONAL CHARGES

FACILITY CHARGE, PER ECU	CONNECTED TO CITY OF EDMONDS TRUNK¹	CONNECTED TO KING COUNTY TRUNK²	SERVED THROUGH RONALD WASTEWATER DISTRICT MAINS³
Single Family ⁴	\$1,240.00	\$260.00	\$877.18
Multi-family, Commercial/ Government	\$1,240.00 for the first two units, \$1017.10 for each additional ECU	\$260.00 for the first two units, \$182.00 for each additional ECU	\$877.18 for the first two units, \$799.18 for each additional ECU
Capacity Charge		\$47.64/month – 15 years	\$47.64/month – 15 years

¹New dwelling units in drainage basins Unit 1-4 and W1 on Figure 5.1

¹New dwelling units in drainage basins W2 and W3 on Figure 5.1

¹New dwelling units in drainage basin W2 on Figure 5.1

⁴Additional charges may apply to Town of Woodway residents. Verify charges with the Town Clerk.

New customers who live in Woodway (W2 and W3 drainage boundaries as shown in Figure 5.1) pay a monthly "Capacity Charge" to King County of \$47.64 for 15 years. The District contacts King County when a new customer tributary to King County is connected to the District. The billing occurs directly between King County and the new customer.

7.3 SERVICE AREA

There are currently two sewer mains within the District's service area boundary that are owned by the City of Edmonds; one near the Esperance School site which is included in the District's collection system and the other is the old Edmonds Woodway High School. Sewer mains from these areas extend into the street and run parallel to OVWSD's sewer mains in the same streets. During a meeting between the City of Edmonds and District staff in 2006, it was agreed that in the event either of these two sites are developed, both the existing and proposed sewers mains to these sites would be owned and operated by OVWSD. However, final agreements between the City of Edmonds and Olympic View have not been completed for this area. City staff will inspect the existing City of Edmonds sewer mains to determine if the increased flows would best be

directed into OVWSD existing mains or if the existing mains should be abandoned and sewer flows routed to the adjacent District main.

OVWSD presently has no plans or schedules for construction of sewer line extensions within the OVWSD service area boundaries at the expense of the District. It is expected that future construction within these areas will occur by means of developer extension contracts in accordance with established standards and policies identified in the District's *Developer Extension Manual*.

Within the District's service area in the Town of Woodway, there are 12 areas that do not currently have sewer service. Sewer improvements to these areas could mean a potential of 176 additional customers, assuming no further subdivision of each lot is made. This number could be higher if the lots are subdivided to the maximum allowed under the current land use.

In the Town of Woodway's *1991 Sewerage System Comprehensive Plan*, 13 capital improvement projects were identified. Of the 13 projects, two projects were constructed and two additional projects were partially completed. The two constructed projects include the King County METRO pump station and interceptor which flows to the City of Edmonds' wastewater treatment plant and the Town's ULID No. 1 (identified as 115th PL, 236th PL, and 239th PL in the 1991 plan).

It is expected that the majority of future lateral sewers (8-inch diameter) will be built under Olympic View Water and Sewer District's developer extension policy. Lateral sewers not built under this policy will be built by the District via the conventional Utility Local Improvement District (ULID) method or by the District with sewer capital funds. Small areas may require service by means of individual residential pump stations or a small municipal pump station due to topographic constraints, soil conditions or other factors not evident at this time.

7.4 DISTRICT STAFF

At this time, there has not been any additional staffing needs identified. The District has recently added a camera vehicle to assist in the operation and maintenance of the District's system. OVWSD annually reviews the staffing needs to determine what change, if any, is needed in future years to improve the District's efficiency to assist with video inspections.

7.5 COST ESTIMATES

Construction cost estimates involve engineering judgment based on experience. However, construction costs can vary over a wide range because of the many factors which cannot be predicted such as labor availability, competitive

conditions, management, environmental considerations and other intangibles affecting construction costs at the time the work is actually performed. Generally, actual costs cannot be known until bids are received, and even these may be subject to adjustment because of changed conditions. The District, in its decision-making, must always keep in mind that the costs presented in this chapter are estimates.

Construction costs are estimated from prices obtained from various sources, including manufacturers and suppliers of materials and equipment and bid prices for projects in other communities in the area. In considering these estimates, it is important to realize that changes during final design quite possibly will alter the total cost to some degree, and future changes in the cost of material, labor and equipment will also have a direct impact on costs. Prior to the initiation of the projects shown in this capital improvement program, the project costs should be reviewed and updated to reflect current conditions.

The cost estimates presented are based on 2009 prices and represent estimated total project costs. Project costs are developed from estimated construction cost (includes 20% contingency and 8.9% sales tax) plus allied costs. Allied costs are assumed at 35% of the estimated construction cost (with contingency) and represent costs for permitting, surveying, engineering design and observation, inspection, administration, legal and other project related costs.

Operation and maintenance costs are not reflected in the project cost estimates. These costs are relevant and require consideration during the planning and design phase of a proposed facility or project.

7.6 REVENUE/FINANCING

There are four principal ways that the improvements outlined in this report can be financed aside from using a portion of the monthly service charge. Rates and charges must be maintained at an adequate level to ensure a sufficiency of funds to properly maintain and operate the system and provide funds for construction of the projects identified in the Sewer Capital Facilities Plan through a combination of cash contributions and debt financing.

A. DEVELOPER FINANCING

Developers of presently unimproved property will finance some of the new facilities constructed in the District. All of the improvements required for service to property within new plats or commercial and industrial developments will be designed and constructed in accordance with the District's developer project policies. In some cases, latecomer's agreements may be executed for any sewer main serving property other than the property owned by the developer that is financing the project.

B. COMBINATION FINANCING BY THE DISTRICT AND DEVELOPERS

It may be necessary in some cases to require the owner to construct a larger diameter line than is required by the current development in order to support the comprehensive development of the District's sewer system. The District may enter into a latecomer's agreement or reimburse the developer for the extra cost of increasing the size of the line over that required serving the property under development. Over sizing should be considered when it is necessary to construct any pipe over 10 inches in diameter to comply with the sewer capital facilities plan.

C. REVENUE BOND

Interceptors, lift stations, force mains and costs to the District for improvements by the District or the City of Edmonds for transport, treatment and disposal system that are a general benefit to a major portion of the District may be financed by revenue bonds. The District may use whatever funds are available for the payment of the debt service on the revenue bonds. A major source of these funds is from the sewer rate revenues from the District customers. However, all funds, such as general facility fees, connection charges or latecomer charges, may be used for debt service.

Sewer system improvements that will service many different property owners in areas that are already developed may be financed through the establishment of a utility local improvement district (ULID). The financing is accomplished through the sale of revenue bonds or general obligation bonds. These bonds are retired with income from the assessments and/or other funds of the District.

D. GRANT FUNDS/LOANS

State and federal authorities have previously provided funds under the various grant programs for the construction of major improvements to or rehabilitation of sewer systems. The only known programs available at this time are the Centennial Clean Water Grant Fund, State Revolving Loan Fund, Farmers Home Administration (RDA) and Public Works Trust Fund (PWTF) Loan Program. The District has successfully applied for PWTF loans for water and sewer system improvements. The PWTF Loan Program is an effective and simple low-interest loan program that targets public agencies needing to finance improvements to existing infrastructure

systems.¹ The District should continuously monitor the activities of the state or federal agencies to determine the requirements of these programs or of any new grant or loan programs that may be developed in the future.

7.7 CAPITAL IMPROVEMENT PLAN

Sewer system improvements have been identified to address deficiencies in the system as identified in Chapter 5. Sewer extensions were planned in accordance with the previous sewer planning efforts and economical/topographical/political constraints. Iterative analysis of the existing and proposed sewer systems with the criteria presented in previous chapters resulted in development of the system of improvements set forth in this plan. The projects are briefly described in Table 7.4, including an estimate of the project cost (included in Appendix G), and recommended year of completion and the probable source of funds for each project. Table 7.5 includes all capital projects presently anticipated for completion within the next 20 years.

7.7.1 Sewer Extensions

There are twelve areas that do not have sewer service in the Town of Woodway. In order to be cost effective, it was assumed the sewers would be installed at multiple residences under the same project. These residences are combined in 12 different areas. A preliminary review indicates gravity sewers can be provided to all of the Town of Woodway's future residences except along 117th PLW and Dogwood Lane. Individual pump stations and force mains will assist the District in providing sewer service to these local residences. Figure 7.1 identifies the locations of the sewer extensions projects. Providing public sewers can be done on an individual basis but will be more costly than going together with neighbors to share in the development costs.

¹ This program is not anticipated to be available at least for funding in 2010 and 2011 due to state budget adjustments for the 2009-2011 biennium.

TABLE 7.4

SEWER EXTENSION PROJECTS IN THE TOWN OF WOODWAY

PROJECT NAME	ESTIMATED PROJECT COST (2009 DOLLARS)
117 TH PL W	\$ 228,000
Dogwood Lane	\$ 204,000
Kulshan Road	\$ 451,000
Algonquin Road	\$ 333,000
Algonquin Road (east)	\$ 204,000
North Deer Drive	\$ 304,000
Wachusett & South Deer	\$ 899,000
Timber & Wachusett	\$ 595,000
Olympic Meadows	\$ 1,612,000
112 th PL W	\$ 401,000
Willowich Road	\$ 362,000
Berry & Totem Lane	\$ 989,000
Total	\$ 6,582,000

7.7.2 Information Technology (IT)

The District has computers for each of its employees. The employees have different uses for their computer, many of them sharing the same databases. The District's server and individual workstations should be evaluated and recommendations made to improve the overall IT needs of the District. The recommendations should be considered for future capital improvement projects.

As a part of the IT evaluation, the District should consider evaluating the District's existing maintenance management information system to determine if it needs to be replaced.

The estimated project cost is \$18,000.

Upgrading the IT system of the District can be quite expensive if attempted in a single year. An amount should be set aside each year for at least the next 7 years to cover the preliminary estimated costs of the District IT upgrade.

The estimated annual project cost is \$8,200.

7.7.4 New Well Water Treatment Facilities, New Administrative and Operations Building, Renovation of Existing Facilities

The District's administrative building at the Edmonds Way site has become too small to be effective. A new structure to house both the administrative and operations staff at the 228th Street Facility. The well water treatment plant will be located at the same site. The existing District administrative office will be demolished and a new facility constructed at the Edmonds Way site.

The estimated project cost is \$6,800,000.

7.7.5 Westgate Lift Station Improvements

Westgate Lift Station was constructed in 1967 and is located on 229th Pl. SW. The station is a pneumatic ejector style designed to accommodate wastewater from two sewer mains and pump flows into another portion of the system. The station serves approximately 13 acres along the western edge of the District. Backwash water from the District's water treatment plant is directed into the lift station, exceeding the design flows.

The lift station has served beyond the normal useful life for this type of station. The lift station's equipment and electrical system have never undergone a major renovation. A major renovation is needed to increase the station capacity, improve the reliability and add standby power.

The recommended improvements include: evaluation of another type of station for this upgrade or replacement of two compressors, control panel, check valves, gate valves, solenoid valve, piping and cathodic protection system.

The estimated project cost is \$600,000.

7.7.6 General Sewer System Repair Program

Olympic View Water and Sewer District recognizes the need to identify faults in the collection system such as structural problems (cracks, holes, etc.) and conditions that limit proper operation (root intrusion, pipe settlement, etc.) or allow extraneous flow into the system (infiltration and inflow). These conditions result in less capacity available for existing and future customers, higher conveyance and treatment costs and increased potential for sewer backups or overflows.

The District is just beginning a video inspection program. During routine system inspections some faults have been identified which require repair. These repairs should be done through the use of point repair grouting techniques, if feasible. Assuming an average cost per point repair of \$2,500 and extrapolating the number of faults found to date over the entire system, the sewer main repair cost should be approximately \$30,000.

The collection system contains approximately 857 manholes, The District staff estimates that 15% to 20% of these manholes are in need of repair or rehabilitation. This translates to approximately 172 manholes in need of repair.

Repairs to be completed may include replacing or reinstalling manhole castings and risers. Additional repairs may include sealing manhole leaks and raising manhole frames and covers to grade. Typical costs per repair item are presented below:

- raise frame and cover 6 to 12"
\$425/manhole
- raise frame and cover less than 6"
\$325/manhole
- seal leaks in manhole base or risers
\$425/manhole
- replace broken manhole adjusting rings
\$325/manhole
- replace existing with waterproof frame and cover
\$600/manhole

The average repair cost per manhole is approximately \$425. Using the estimated number of manholes in need of repair, the rehabilitation projects total cost should be approximately \$75,000.

As previously discussed, the District has observed flow variations in relation to rainfall events, especially in Unit 4. The City of Edmonds reported that their system (north of 220th St. SW) of 8" concrete pipe has been inspected by video survey and only one pipe was found with infiltration. The City has scheduled it for repair.

If these repair costs for all of the above mentioned system repair programs (\$145,000) were spread out across a five-year period, the District would spend approximately \$29,000 per year.

7.7.7 Flow Monitoring

As previously discussed, the majority of the wastewater for the District is conveyed to the City of Edmonds for treatment and discharge. Edmonds also receives and treats flow from the Town of Woodway, RWD and Mountlake Terrace. Some of the flow from the Edmonds' sewer service area passes through the District's collection system. There are multiple points of discharge from the District system to the Edmonds interceptors along Edmonds Way, Highway 99 and 100th Ave. W. The District is currently at 41 percent of their contract amount (0.61 mgd of 1.502 mgd). It is currently not in the District's best interest to conduct flow monitoring, until flows increase substantially.

Flow is currently monitored from RWD and Mountlake Terrace along with some portions of the District at four-meter locations along the Edmonds interceptor. However, flow from the majority of the District system is not directly monitored. The allocation of flows between municipalities is estimated on the basis of sewer residential equivalents. This method is generally acceptable assuming that annual inflow and infiltration (I/I) volumes from each system are also proportional to the number of sewer residential equivalents. If this assumption is not true, the method can result in over- or under- charging of the District. For instance, if Edmonds' I/I is actually 25% higher than for OVWSD then the District and the other municipalities are paying for a portion of Edmonds' treatment. Similarly, if the District's system has a proportionately higher volume of I/I, then the other agencies are sharing in the cost of treating the extraneous flows from the District's system.

The way to avoid reliance on this assumption is the installation of a sewage flow monitoring system. This flow monitoring equipment would measure the District's actual flow, which would, in turn, be used to calculate their proportional share of operation and maintenance costs for the Edmonds wastewater treatment plant. The monitoring system would require the installation of eighteen local monitoring facilities of District flow to the Edmonds interceptors, the installation of approximately three monitoring facilities for Edmonds' flow into the District and one monitoring facility for RWD flow into Olympic View. Each of the facilities would require the installation of a manhole, monitoring equipment and telemetry equipment. Telemetry receiving equipment at the District offices would also be required.

The monitoring equipment at each site would be dependent on the collection system configuration encountered at each site. If the site chosen is a force main, a magnetic or ultrasonic flow meter could be installed but, if the chosen location is a gravity flow situation, a Parshall flume with an ultrasonic level sensor could be installed.

Development of each of these monitoring sites would likely cost a minimum of \$50,000 each (project cost). The total cost for implementation of this program (22 sites) would be \$1,100,000 plus the annual maintenance and utility cost.

For evaluation of flow monitoring, consider that the District's share of the 2005 City of Edmonds Wastewater Treatment Plant settlement cost for operation and maintenance of the treatment plant was \$225,444. Assume the flow monitoring indicated that I/I from the District was substantially lower than the other municipalities that are currently monitored by Edmonds. If the actual flow from the District were 30% less than previously allocated, the annual cost savings would be approximately \$68,000. Recovery time for the initial start-up costs of a monitoring system would be approximately 16 years. This is probably optimistic and there is the possibility there is less I/I from other systems, which either extends the recovery period or allows no return on investment at all. It is for this reason that we do not recommend the implementation of a flow-monitoring program.

7.7.8 Sewer Main Replacement

As previously discussed, most of the collection system was installed in 1967, making most of the system over 40 years old. The normal life expectancy for sewer system components in this area is 50 years or more. The District will reach the 50-year life for portions of the system within the planning period for this comprehensive sewer plan update. Evaluation of the system to date indicates it is in generally good condition and that it will be suitable for service for the next 20 years with continued good maintenance efforts and evaluation to identify faults. Therefore, no specific recommendation has been made in this plan for a sewer main replacement program. However, we do recommend the District consider setting aside funding for future replacement of the sewer mains as they develop and update the sewer system charge.

7.7.9 City of Edmonds WWTP Capital Improvement Program

The District is responsible for its proportional share of costs associated with current and future capital improvements for the City of Edmonds WWTP Capital Improvement Program per the May 17, 1988 agreement between the City of Edmonds, City of Mountlake Terrace, Olympic View Water and Sewer District and Ronald Wastewater District (see Appendix C).

The City of Edmonds WWTP CIP presently identifies a project costing \$2.5 million in 2009 and a budget of \$100,000 annually from 2010 through 2014 (escalated at 4% annually from 2010). The District's share (16.55%) of the Edmonds WWTP CIP is about \$430,000 in 2009 and varies from about \$53,000 to \$80,000 for the years 2010 through 2014.

The current estimated project cost is \$778,000. This figure does not include the cost of projects not yet identified by the City of Edmonds, but for which the District will be obligated to provide a share of the funding.

RONALD SEWER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, Ronald Sewer District (the "District") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated November 6, 1969, pursuant to which the District delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area except for sewage and wastes collected from the District's Utility Local Improvement District No. 2; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the District and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between Ronald Sewer District and the Municipality of Metropolitan Seattle dated November 6, 1969, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated November 6, 1969, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED: This 9 day of September, 1985

RONALD SEWER DISTRICT

James E. Anderson
Don Potter
Philip J. Montgomery

ATTEST:

Sybil Palini
Notary Public

MUNICIPALITY OF METROPOLITAN
SEATTLE

Gary Zimmerman
Chairman of the Council

ATTEST:

Bonnie Mattson
Clerk of the Council

executed in 6 counterparts of
which this is counterpart No. 2

AGREEMENT FOR SEWAGE DISPOSAL

MUNICIPALITY OF METROPOLITAN SEATTLE -
RONALD SEWER DISTRICT

THIS AGREEMENT made as of this 6TH day of NOVEMBER,
1969, between RONALD SEWER DISTRICT, a municipal corporation of
the State of Washington, hereinafter referred to as "the District"
and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corpora-
tion of the State of Washington, hereinafter referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the resi-
dents of the District and the residents of the metropolitan area
require the elimination of existing sources of water pollution and
the preservation of the fresh and salt water resources of the area;
and

WHEREAS, growth of population, topographic conditions and
preservation of water resources require that certain major sewage
disposal works be constructed and operated and that the cities
and special districts within the metropolitan area dispose of
their sewage in accordance with a comprehensive plan for the
metropolitan area; and

WHEREAS, Metro is engaged in developing and operating a
metropolitan sewage disposal system and the District is engaged
in developing and operating a sewage collection system for the
District; and

WHEREAS, the District desires to deliver sewage collected
by the District to Metro for disposal and sewage has been deliv-
ered to Metro for disposal pursuant to an Agreement for Sewage
Disposal dated June 23, 1960; and

WHEREAS, the District is now contemplating providing sewer service to land located outside of the present boundaries of Metro; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the District, both within and without the boundaries of Metro, it is necessary that a new contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

- (a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.
- (b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.
- (c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the

local collection of sewage to be delivered to the Metropolitan Sewerage System.

- (d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.
- (e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.
- (f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after the date of this agreement, the District shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it, except sewage and wastes collected within Utility Local Improvement District No. 2 of the District, and Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the District without the written consent of the District.

Section 3. Construction of Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for

the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District shall be connected to the Metropolitan Sewerage System at such time as any portion of the Metropolitan Sewerage System shall be available to receive sewage collected by such facilities. Metro shall, at its sole expense, connect those Local Sewerage Facilities of the District which are now in existence or which shall be constructed in accordance with the rules and regulations of Metro prior to the availability of the Metropolitan Sewerage System. Local Sewerage Facilities constructed after the Metropolitan Sewerage System shall have been made available to the area served by such Local Sewerage Facilities shall be connected to the Metropolitan Sewerage System at the expense of the Participant in accordance with the rules and regulations of Metro.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5. It is not contemplated that reports be submitted or sewage disposal charges paid by any Participant for or on account of Residential Customers or Residential Customer equivalents of such Participant other than those whose sewage or waste is required to be delivered to Metro under the terms of the agreement for sewage disposal between such Participant and Metro.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty (30) days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter. For so long as any part of the District shall remain outside of the Metropolitan Area the District shall separately report the number of Residential Customers and Residential Customer equivalents located within the Metropolitan Area and the number thereof located outside the Metropolitan Area.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each

Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereinafter called the "basic reported number".

b) For the initial period until the District shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the

last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the basic reported number for the purpose of determining sewage disposal charges.

d) The basic reported number of Residential Customers and Residential Customer equivalents of the District shall be further adjusted by adding thereto twenty-five percent (25%) of the number of Residential Customers or Residential Customer equivalents served by the District located outside the present boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number." If any portion of the District covered by this agreement shall be annexed to Metro after the date of this agreement or if the 25% additive adjustment shall have been paid by the District for a period of 10 years said additive adjustment shall be eliminated as to such portion of the District annexed effective as of the first day of the month following such annexation or as to the District as a whole upon the tenth anniversary of the date when sewage disposal charges shall have first been paid to Metro by

the District. The adjusted reported number of Residential Customers and Residential Customer equivalents of the District shall be the number of Residential Customers and Residential Customer equivalents reported by the District for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that

the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent any any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for ✓ quantifies of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961, in excess of the minimum standard established by the general rules and regulations of Metro. *5.3 a) added*

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District Irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage

*This section
changed from
Metro billing RWD
to a discussion of
Capacity charge.
SEC 5*

disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement and provided that the customers of the District located within the Metropolitan Area shall be separately classified from those located outside the Metropolitan Area for rate making purposes and the rates for sewer service to customers located within the Metropolitan Area shall fully reflect any lower Metro sewage disposal charge for sewage from customers within the Metropolitan Area.

Section 6. Responsibility of Participant. Each Participant shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by such Participant, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro of the rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported by each Participant, in addition to complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System. Such records shall be maintained beginning with the commencement of operation of any part of the Metropolitan Sewerage System.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area.

Section 9. Insurance and Liability for Damages. Each Participant with a population of less than 100,000 shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewerage systems of like character against loss of or damage to the respective sewerage facilities of each and against public and other liability to the extent that such insurance can be secured and maintained at a reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 10. Assignment. Neither of the parties hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved, the local sewer facilities owned and operated by the District within the Metropolitan Area shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the District incurred for the construction or acquisition of such facilities and subject to the obligation of Metro to continue to provide sewer service to the residents served by such local facilities upon payment of the reasonable costs thereof.

Conflict
w/ Interlocal

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.

Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

Ronald Sewer District
17505 Linden Avenue North
Seattle, Washington 98133

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 14. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement supersedes the Agreement for Sewage Disposal dated June 23, 1960, effective as of November 6, 1969, provided that all sewage disposal charges payable thereunder for the period ending November 6, 1969 shall be paid by the District. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and together with the Supplemental Agreements heretofore entered into between the parties, constitutes the entire contract between the parties concerning the disposal of sewage by the District and acceptance of such sewage by Metro for disposal.

RONALD SEWER DISTRICT

Stanford B. Choate
James E. Sullivan
Robert R. Meyer

ATTEST:

Robert R. Meyer
Secretary of the Board of Commissioners

MUNICIPALITY OF METROPOLITAN SEATTLE

C. Carey Donworth
C. Carey Donworth
Chairman of the Council

ATTEST:

Marilyn Sullivan
Marilyn Sullivan
Clerk of the Council

RONALD SEWER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, Ronald Sewer District (the "District") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated November 6, 1969, pursuant to which the District delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area except for sewage and wastes collected from the District's Utility Local Improvement District No. 2; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the District and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between Ronald Sewer District and the Municipality of Metropolitan Seattle dated November 6, 1969, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated November 6, 1969, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED: This 9 day of September, 1985

RONALD SEWER DISTRICT

James E. Anderson
Don Potter
Philip J. Montgomery

ATTEST:

Lyall Falin
Notary Public

MUNICIPALITY OF METROPOLITAN
SEATTLE

Gary Zimmerman
Chairman of the Council

ATTEST:

Bonnie Mattson
Clerk of the Council

executed in 6 counterparts of
which this is counterpart No. 2

AGREEMENT FOR SEWAGE DISPOSAL

MUNICIPALITY OF METROPOLITAN SEATTLE -
RONALD SEWER DISTRICT

THIS AGREEMENT made as of this 6TH day of NOVEMBER,
1969, between RONALD SEWER DISTRICT, a municipal corporation of
the State of Washington, hereinafter referred to as "the District"
and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corpora-
tion of the State of Washington, hereinafter referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the resi-
dents of the District and the residents of the metropolitan area
require the elimination of existing sources of water pollution and
the preservation of the fresh and salt water resources of the area;
and

WHEREAS, growth of population, topographic conditions and
preservation of water resources require that certain major sewage
disposal works be constructed and operated and that the cities
and special districts within the metropolitan area dispose of
their sewage in accordance with a comprehensive plan for the
metropolitan area; and

WHEREAS, Metro is engaged in developing and operating a
metropolitan sewage disposal system and the District is engaged
in developing and operating a sewage collection system for the
District; and

WHEREAS, the District desires to deliver sewage collected
by the District to Metro for disposal and sewage has been deliv-
ered to Metro for disposal pursuant to an Agreement for Sewage
Disposal dated June 23, 1960; and

WHEREAS, the District is now contemplating providing sewer service to land located outside of the present boundaries of Metro; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the District, both within and without the boundaries of Metro, it is necessary that a new contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

- (a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.
- (b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.
- (c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the

local collection of sewage to be delivered to the Metropolitan Sewerage System.

- (d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.
- (e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.
- (f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after the date of this agreement, the District shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it, except sewage and wastes collected within Utility Local Improvement District No. 2 of the District, and Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the District without the written consent of the District.

Section 3. Construction of Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for

the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District shall be connected to the Metropolitan Sewerage System at such time as any portion of the Metropolitan Sewerage System shall be available to receive sewage collected by such facilities. Metro shall, at its sole expense, connect those Local Sewerage Facilities of the District which are now in existence or which shall be constructed in accordance with the rules and regulations of Metro prior to the availability of the Metropolitan Sewerage System. Local Sewerage Facilities constructed after the Metropolitan Sewerage System shall have been made available to the area served by such Local Sewerage Facilities shall be connected to the Metropolitan Sewerage System at the expense of the Participant in accordance with the rules and regulations of Metro.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5. It is not contemplated that reports be submitted or sewage disposal charges paid by any Participant for or on account of Residential Customers or Residential Customer equivalents of such Participant other than those whose sewage or waste is required to be delivered to Metro under the terms of the agreement for sewage disposal between such Participant and Metro.

1: For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty (30) days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter. For so long as any part of the District shall remain outside of the Metropolitan Area the District shall separately report the number of Residential Customers and Residential Customer equivalents located within the Metropolitan Area and the number thereof located outside the Metropolitan Area.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each

Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereinafter called the "basic reported number".

b) For the initial period until the District shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the

last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the basic reported number for the purpose of determining sewage disposal charges.

d) The basic reported number of Residential Customers and Residential Customer equivalents of the District shall be further adjusted by adding thereto twenty-five percent (25%) of the number of Residential Customers or Residential Customer equivalents served by the District located outside the present boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number." If any portion of the District covered by this agreement shall be annexed to Metro after the date of this agreement or if the 25% additive adjustment shall have been paid by the District for a period of 10 years said additive adjustment shall be eliminated as to such portion of the District annexed effective as of the first day of the month following such annexation or as to the District as a whole upon the tenth anniversary of the date when sewage disposal charges shall have first been paid to Metro by

the District. The adjusted reported number of Residential Customers and Residential Customer equivalents of the District shall be the number of Residential Customers and Residential Customer equivalents reported by the District for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that

the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent any any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for ✓ quantifies of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961, in excess of the minimum standard established by the general rules and regulations of Metro. *5.3 a) added*

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District Irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage

*This section
changed from
Metro billing RWD
to a discussion of
Capacity charge.
SEC 5*

disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement and provided that the customers of the District located within the Metropolitan Area shall be separately classified from those located outside the Metropolitan Area for rate making purposes and the rates for sewer service to customers located within the Metropolitan Area shall fully reflect any lower Metro sewage disposal charge for sewage from customers within the Metropolitan Area.

Section 6. Responsibility of Participant. Each Participant shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by such Participant, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro of the rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported by each Participant, in addition to complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System. Such records shall be maintained beginning with the commencement of operation of any part of the Metropolitan Sewerage System.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area.

Section 9. Insurance and Liability for Damages. Each Participant with a population of less than 100,000 shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewerage systems of like character against loss of or damage to the respective sewerage facilities of each and against public and other liability to the extent that such insurance can be secured and maintained at a reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 10. Assignment. Neither of the parties hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved, the local sewer facilities owned and operated by the District within the Metropolitan Area shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the District incurred for the construction or acquisition of such facilities and subject to the obligation of Metro to continue to provide sewer service to the residents served by such local facilities upon payment of the reasonable costs thereof.

Conflict
w/ Interlocal

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.

Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

Ronald Sewer District
17505 Linden Avenue North
Seattle, Washington 98133

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 14. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement supersedes the Agreement for Sewage Disposal dated June 23, 1960, effective as of November 6, 1969, provided that all sewage disposal charges payable thereunder for the period ending November 6, 1969 shall be paid by the District. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and together with the Supplemental Agreements heretofore entered into between the parties, constitutes the entire contract between the parties concerning the disposal of sewage by the District and acceptance of such sewage by Metro for disposal.

RONALD SEWER DISTRICT

Stanford B. Choate
James E. Sullivan
Robert R. Meyer

ATTEST:

Robert R. Meyer
Secretary of the Board of Commissioners

MUNICIPALITY OF METROPOLITAN SEATTLE

C. Carey Donworth
C. Carey Donworth
Chairman of the Council

ATTEST:

Marilyn Sullivan
Marilyn Sullivan
Clerk of the Council

MUNICIPALITY OF METROPOLITAN SEATTLE

TOWN OF WOODWAY

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT, made as of this 15th day of Sept., 1989, between the Town of Woodway, a municipal corporation of the State of Washington, hereinafter referred to as the "Town," and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro":

WITNESSETH:

WHEREAS, the public health, welfare and safety of the residents of the Metropolitan Area require the elimination of existing sources of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, Metro is engaged in developing and operating a Metropolitan Sewage Disposal System and Metro's Comprehensive Plan calls for abandonment of its sewage treatment plant at Richmond Beach and delivery of Richmond Beach sewage through the Town to the City of Edmonds; and

WHEREAS, Metro must, in accordance with State law, construct and maintain its facilities in the Town in accordance with the ordinances and resolutions of the Town relating to construction, installation and maintenance of facilities in public properties; and

WHEREAS, the Town desires to deliver sewage collected by the Town to Metro for treatment and disposal; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the Town, it is necessary that a contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

(a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.

(b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with

capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

(c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System and all side sewers and connection fittings connected directly to such System which serve customers of such Participant.

(d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter legally constituted.

(e) The word "Participant" shall mean each city, town, county, sewer district, water district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

(f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. The Town shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by the Town, except those portions of the Town under contract to, or actually connected to, other sewage treatment agencies, including Olympic View Water and Sewer District, as of the date of this agreement, and those areas tributary by gravity flow to existing local sewers connected directly to the City of Edmonds sewage facilities. Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage into or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the Town without the written consent of the Town. Except as provided in this section, the Town shall not deliver sewage to any other agency for disposal without the written consent of Metro.

Section 3. Construction of Metro Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System including any additions and betterments thereto.

Section 4. Connection of Local Sewerage Facilities to Permanent Facilities of the Metropolitan Sewerage System. Local Sewerage Facilities of the Town may be connected to the Metropolitan Sewerage System at such time as any of the permanent facilities of the Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. The connection of the Local Sewerage Facilities to the Metropolitan Sewerage System may be accomplished at the expense of the Town and in accordance with the rules and regulations of Metro at such point or points of connection as shall be determined by Metro and permitted by the Town. In lieu of directly connecting Local Sewerage Facilities of the Town to the Metropolitan Sewerage System, the Town may deliver sewage to the Metropolitan Sewerage System by means of the Local Sewerage Facilities of another Participant.

Section 5. Payment for Sewage Disposal. Commencing with the first month in which sewage collected by the Town is delivered to Metro, the Town shall pay to Metro, on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) The total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer Equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The Town's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each

quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of number of Residential Customers and Residential Customer Equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers and Residential Customer Equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the Town shall have submitted six consecutive quarterly reports, the reported number of number of Residential Customers and Residential Customer Equivalents of the Town shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the Town is first delivered to Metro, the Town shall submit a written statement of the number of Residential Customers and Residential Customer Equivalents estimated to be billed by the Town during the next succeeding month. For the purpose of determining the basic reported number of number of Residential Customers or Residential Customer Equivalents of the Town for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of number of Residential Customers and Residential Customer Equivalents reported by the Town as of the last day of the next to the last preceding reported quarter. After the Town shall have furnished six consecutive quarterly reports the reported number of Residential Customers or Residential Customer Equivalents of the Town shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the Town shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers or Residential Customer Equivalents of the Town and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and

replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer Equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer Equivalents of all Participants for the October-December quarter preceding said July 1st.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer Equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities, in excess of the minimum standard established by the general rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The Town irrevocably obligates and binds itself to pay its sewage disposal charge, as described in this Section 5, out of the gross revenues of the sewer system of the Town. The Town further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the Town, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the Town which shall constitute a charge upon such gross revenues. It is recognized by Metro and the Town that the sewage disposal charge paid by the Town to Metro shall constitute and expense of the maintenance and operation of the sewer system of the Town. The Town shall provide in the issuance of future sewer revenue bonds of the Town that expenses of maintenance and operations of the sewer system of the Town shall be paid

before payment of principal and interest of such bonds. The Town shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in the Agreement.

Section 6. Responsibility of the Town. The Town shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the Town, for construction, maintenance and operation of Local Sewerage Facilities, except as otherwise provided in Section 10, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro and the Town of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer Equivalents reported. In addition, Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System and the Town shall keep complete records showing the amount billed to each of its customers for sewer service and the basis used for such billing including sewage flow and water consumption for each customer where applicable. The records required by this paragraph shall be available for examination by either party at any reasonable time.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area and such adjacent areas as may feasibly be served into the Metropolitan Sewerage System.

Section 9. Construction of Certain Metropolitan Facilities in the Town. It is anticipated that Metro will construct a metropolitan sewerage facility partly in the Town along and within the public right-of-way of Woodway Park Road as indicated on Exhibit A attached hereto. The portion of said facility in the Town will consist of a force main from the Town's southern boundary to S.W. 238th Street and a gravity sewer from S.W. 238th Street to the Town's northern boundary. This metropolitan sewerage facility will, in the Town, include manholes at street intersections with connecting sewer lines extending ten (10) feet past the edge of the pavement on Woodway Park Road.

Metro will construct, operate, and maintain, in good working order, an odor control facility at the terminus of the force main at S.W. 238th Street and will take such steps as are necessary to eliminate sewage odor to the Town's reasonable satisfaction.

Metro will allow the Town to hook up local collection facilities to be developed in the future at S.W. 238th Street in the gravity line and make provision for such connections. Metro will allow side sewer connections to the gravity sewer line north of S.W. 238th Street as indicated in the final design plans for local sewage facilities as approved by the Town.

Metro shall, in accordance with State law, construct and maintain its facilities in the Town in accordance with ordinances and resolutions and other reasonable requirements of the Town relating to construction, installation, and maintenance of facilities on public properties.

Section 10. Development of Local Sewerage Facilities. Concurrent with the construction described in Section 9, Metro will construct local side sewer connections from the gravity sewer to the boundaries of adjacent properties and local sewer lines parallel to the Metro sewer line where side sewer connections are not, in Metro's judgement, feasible. Metro will also construct a local gravity sewer line parallel to the Metro force main described in Section 9 with the southern terminus of said gravity sewer line in King County at the intersection of 23rd Avenue N.W. and N.W. 201st Street. Design of the local side sewer connections and local sewer lines shall be subject to review and approval of the Town. The Town will reimburse Metro for the cost of design and construction of the local sewage facilities described in this Section 10 in the manner described in Section 11. Metro will solicit bids for construction of the metropolitan and local sewerage facilities described in Sections 9 and 10 in a manner that identifies the cost of the local sewerage facilities as an increment of the total project cost. The cost identified for local sewerage facilities in the bid accepted by Metro for the total project shall then constitute the construction cost to be reimbursed by the Town. If the overall lowest cost bid received and accepted for the total project does not also represent the lowest cost bid received for the local sewerage facilities, Metro will reduce the construction cost to be reimbursed by the Town by twelve percent (12%) or to the amount of the lowest cost bid for the local facilities, whichever is the lesser reduction. At anytime prior to award of the construction contract for the facilities described in Sections 9 and 10, Metro will, if the Town requests, delete the facilities described in this Section 10. Said facilities will not be constructed and the Town shall have no obligation for the design costs.

The Town shall have the right of inspection and acceptance of all local sewage facilities to be constructed for the Town by Metro. Metro warrants the local facilities to the Town as to design, workmanship and materials for a period of one year from the date of the Town's acceptance.

Section 11. Reimbursement for Local Sewerage Facilities. The Town shall reimburse Metro for the costs of design and construction of the local sewerage facilities described in Section 10 including interest on the balance of the reimbursed costs at the annual rate of 7.7 percent from the date of completion of construction and Metro's acceptance of the project in the Town. Payment shall be made in equal annual installments of principal and interest beginning eighteen months after the metropolitan sewage facility is placed in operation and ending with a payment in 2016. Interest shall commence at the date of completion of construction and acceptance by Metro of all facilities constructed in the Town. The Town, at any time after the date of completion of construction of the local sewerage facilities, may complete its reimbursement by paying off the principal balance and any interest due.

Section 12. Construction of Metropolitan Sewage Facilities on the Deer Creek Bridge. Metro will at its cost, reinforce the bridge for the suspension of any portion of the metropolitan sewage facility described in section 9 to meet current design standards for seismic occurrences. In addition, Metro will hold the Town harmless from any liability, cost, personal injury or property damage resulting from Metro's improvement to and use of the bridge and any breakage of, or damage to, the suspended sewer line. Metro will be responsible for any damage it causes to the bridge.

Section 13. Assignment of Sales Tax. All construction, improvements and restoration work done within the Town shall be done under the Town's Washington State Sales Tax Number 3118 and it shall be the duty of Metro to enforce this with its contractors. Should Metro fail to do this, Metro shall be obligated to pay the Town such amount as the Town would have collected in sales tax revenues for such construction, improvements and restoration work.

Section 14. Liability for Damages. Any liability incurred by Metro as a result of the construction and operation of the Metropolitan Sewerage System and construction of the Local Sewerage Facilities described in Section 10 shall be the sole liability of Metro and any liability incurred by the Town as a result of the operation of the Local Sewerage Facilities of the Town shall be the sole liability of the Town.

Section 15. Assignment. The Town shall ~~not~~ have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of Metro and neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the Town should be dissolved or should no longer be authorized to operate sewer facilities, the

Local Sewerage Facilities owned and operated by the Town shall be assigned and transferred to Metro subject to any outstanding debts of the Town which had been incurred for the specific purpose of construction or acquiring such facilities, and subject to the acceptance by Metro of the obligations to continue to provide sewer service to the residents served by such local facilities upon payment by such residents of sewage disposal charges determined as herein provided and the reasonable costs of local sewer service.

Section 16. Future Amendments. The Town agrees to amend this agreement to incorporate any changes in the terms for sewage disposal and/or payment therefore as may be proposed by Metro and agreed to by those remaining participants that shall represent, in total, not less than 90% of the number of Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System.

Section 17. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon execution of this agreement and shall continue in full force and effect until July 1, 2036.

Section 18. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
821 Second Avenue
Seattle, Washington 98104

Town of Woodway
23920 113th Place West
Woodway, Washington 98020

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving such notice shall be deemed to be the date of the mailing hereof. Billings for payment of sewage disposal costs may be made by regular mail.

Section 19. Execution of Documents. This Agreement shall be executed in three counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the Terms of the Agreement.

Section 20. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed and construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 21. Severability. If any portion or provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected and will continue in full force and effect.

Section 22. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 23. Construction Completion Date. Metro shall complete all construction described in Sections 9, 10 and 12 including all restoration within the Town limits within one year from the date of Metro's notice to proceed to its contractor, unless good cause is shown. Metro shall promptly consider any claims for damages incurred by the Town due to failure, without good cause, of Metro's contractor to complete the work in the specified time.

Section 24. Entirety. This Agreement merges and supersedes all prior negotiations, representatives and Agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF WOODWAY


Jo Ann Brown
Mayor

ATTEST:


Doreen L. Akau
Town Clerk

MUNICIPALITY OF METROPOLITAN
SEATTLE


Alan J. Gibbs
Executive Director

ATTEST:


Bonnie Mattson
Clerk of the Council



King County

Department of
Natural Resources and Parks
Director's Office
King Street Center
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

December 4, 2003

The Honorable Carlos A. Nichols, Mayor
Town of Woodway
23920 113th Place West
Woodway, WA 98020

Attn: Lorraine Taylor, Town Clerk

Dear Mayor Nichols:

The Town of Woodway and King County (as successor to the Municipality of Metropolitan Seattle) are parties to an agreement for sewage disposal dated September 15, 1989 and amended July 1, 1991 and October 2, 1992.

The Town of Woodway plans to transfer its sewer facilities and responsibilities for operating its sewer system to Olympic View Water and Sewer District in 2004. Along with said transfer, the town proposes to assign to said district the above mentioned sewage disposal agreement with all its rights and responsibilities.

As specified in Section 15 of the agreement, written consent of King County is a prerequisite for assignment of the agreement. King County has reviewed the proposed transfer documents and hereby consents to the assignment. Please direct any questions regarding this letter to Robert N. Hirsch, Government Relations Administrator, King County Wastewater Treatment Division, at 206 684-1266.

Sincerely,

Pam Bissonnette,
Director

PB:bh

RECEIVED

DEC 12 2003

RECEIVED
AUG 20 2004
OLYMPIC VIEW
WATER & SEWER DISTRICT

**ASSIGNMENT OF AGREEMENTS BY
TOWN OF WOODWAY TO
OLYMPIC VIEW WATER AND SEWER DISTRICT**

IT IS HEREBY AGREED by and between the Town of Woodway, a municipal corporation, hereinafter referred to as "Woodway" and Olympic View Water and Sewer District, a municipal corporation, hereinafter referred to as "Olympic View " as follows:

WHEREAS, pursuant to the transfer of the Town of Woodway's sanitary sewer system to Olympic View, the Town of Woodway has agreed to assign its rights and responsibilities in the existing contracts with the Municipality of Metropolitan Seattle (King County) and with Shoreline Wastewater Treatment District (Ronald Wastewater Management District);

NOW THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

The Town of Woodway assigns the following agreements to Olympic View, in accordance with the Transfer Agreement dated March 1, 2004, and subject to all terms contained therein, which assignment Olympic View by this agreement accepts:

Municipality of Metropolitan Seattle
Agreement for Sewage Disposal
September 15, 1989

Shoreline Wastewater Management
District
A/k/a Ronald Sewer District
Relating To The Use Of The
District's Sewers
November 20, 1991

Municipality of Metropolitan Seattle
Amendment to Agreement for Sewage
Disposal
October 2, 1992

DATED this 16th day of August, 2004.

TOWN OF WOODWAY

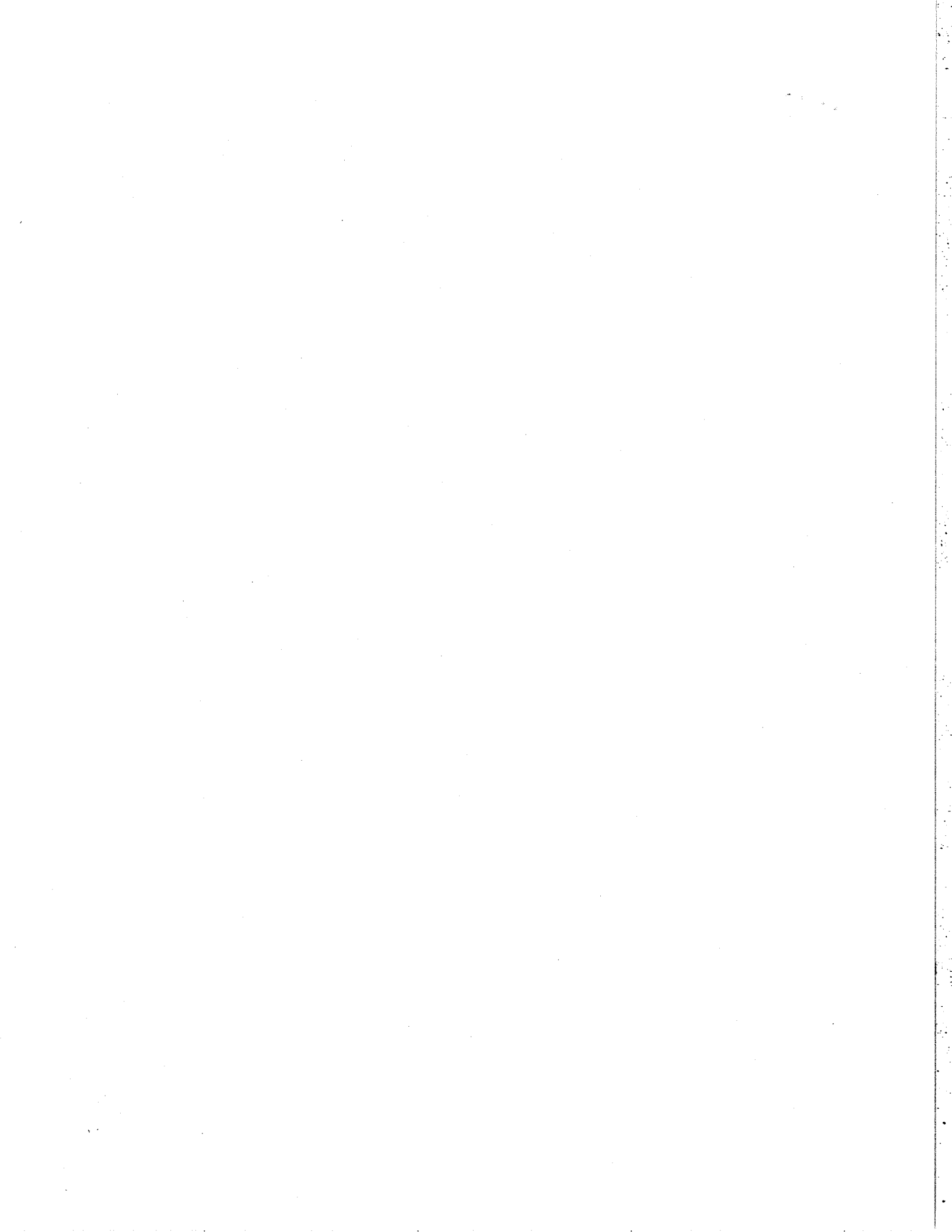
OLYMPIC VIEW WATER AND SEWER
DISTRICT

By: *Carol A. Fischer*

By: *[Signature]*

Title: *Mayor*

Title: *GENERAL MANAGER*



G.3 Agreement between City of Edmonds and King County
– October 6, 2000

CITY OF EDMONDS

KING COUNTY

AGREEMENT FOR SEWAGE TREATMENT

THIS AGREEMENT, made as of the 6th day of October, 2000 between the City of Edmonds, a municipal corporation of the State of Washington (hereinafter "Edmonds") and King County, a political subdivision of the State of Washington (hereinafter "the County");

WHEREAS, the parties have entered into an agreement for reciprocal sewage treatment dated July 20, 1988 and amended March 24, 1993 that provided for treatment of sewage from the County's Richmond Beach service area by Edmonds and treatment of sewage from the eastern portion of Edmonds service area by the County; and

WHEREAS, said agreement also provided for simultaneous treatment of sewage from each of the two above mentioned service areas by Edmonds before implementing reciprocal sewage treatment as contemplated by that agreement; and

WHEREAS; the parties now desire to more specifically determine the time period during which Edmonds will treat sewage from both service areas and modify the terms and conditions related to Edmonds treatment of sewage from both areas;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. Earlier Agreement Superseded. The Agreement for Reciprocal Sewage Treatment entered into by the City of Edmonds and the Municipality of Metropolitan Seattle (predecessor to King County) July 20, 1988 and amended March 24, 1993 is hereby superseded by this agreement.

SECTION 2. Sewage Treatment by Edmonds. From January 1, 2000 until July 1, 2036 Edmonds will accept and be totally responsible for treatment and disposal of all sewage delivered to its treatment plant from the County's Richmond Beach service area (hereinafter Richmond Beach) which is delineated on Exhibit A attached hereto and includes most of the Town of Woodway.

From January 1, 2000 until January 1, 2012 Edmonds will also treat all sewage that is conveyed to the Edmonds treatment plant by the County's Lake Ballinger Pumping Station from the eastern portion of Edmonds' service area (hereinafter "Edmonds East"), which is delineated on Exhibit B attached hereto,

SECTION 3. Payment Schedule. Except as provided in Section 11, payments from one party to the other that are required or provided for by this Agreement shall be made quarterly following submittal and receipt of appropriate invoices.

SECTION 4. Payment to Edmonds. During the period of time that Edmonds treats sewage from both the Richmond Beach and Edmonds East service areas as described in Section 2, the County will pay Edmonds for treatment of the sewage delivered from Richmond Beach in the following manner:

The County will pay Edmonds for the percentage of the total operation and maintenance cost of the Edmonds Wastewater Treatment Plant that the Richmond Beach sewage flow constitutes of the total sewage flow treated by Edmonds at its plant. The County shall also pay to Edmonds \$100,000 per year as a contribution to debt service and capital costs of the Edmonds treatment plant. For purposes of this agreement sewage flows from the Ballinger Commons Apartments shall be added to, and considered part of, the Richmond Beach sewage flows.

SECTION 5. Reciprocal Sewage Treatment. From January 1, 2012 (or some other date as may be determined pursuant to Section 11) until July 1, 2036 the County will divert and

accept into the County's wastewater treatment system sewage flow from Edmonds East in an amount equal to the sewage flow delivered to the Edmonds treatment plant from Richmond Beach pursuant to Section 2. The term "equal" shall mean that the volume of sewage accepted into the county's system from Edmonds East shall, in a calendar year, be within 5% of the volume delivered to Edmonds from Richmond Beach. The County will, subject to operational limitations at its Richmond Beach and Lake Ballinger Pumping Stations, cause the sewage volumes accepted by the parties from the respective service areas to be equal on a weekly and monthly basis.

Except as provided in Section 9, no payment shall be made to Edmonds for the treatment of Richmond Beach sewage during the time that Edmonds East sewage is diverted into the County's wastewater system as provided in Sections 5 and 6.

SECTION 6. Reciprocal Sewage Treatment Summer Option. The County may, at its sole option, divert Edmonds East wastewater into the County's system as described in Section 5 on a temporary basis in any year before 2012 for up to six summer months beginning no earlier than May 1 and ending no later than November 1. The County shall provide at least 30 days notice to Edmonds before diverting wastewater as described in this Section 6.

SECTION 7. Temporary Flow Diversions. During the time that Edmonds is treating flows from both service areas as provided in Section 2 the County will accept sewage flows from Edmonds East on a temporary basis if Edmonds is unable, due to malfunction or operating constraints in the Edmonds sewage conveyance system or treatment plant, to accept that sewage flow. In this event, Edmonds will pay the County \$700 per million gallons of sewage flow accepted by the County. Said fee shall increase 2% every year after 2000.

During the time that reciprocal sewage treatment is undertaken in accordance with

Section 5 the County will accept sewage flows on a temporary basis in excess of the volume that it accepts pursuant to that section for those same reasons identified immediately above.

Following such a diversion, the County will make a reasonable effort to cause the total monthly sewage volume diverted into the County's wastewater treatment system to be equal (as defined in Section 5) to the volume delivered to Edmonds from Richmond Beach. If the County is unable to make said volume equal, Edmonds will pay the County a fee at the same rate described above.

During the time that reciprocal sewage treatment is undertaken Edmonds will accept Edmonds East flows for which the County has treatment responsibility on a temporary basis if the County, due to malfunction or capacity constraints in its sewage conveyance and treatment system, is unable to accept that sewage flow. In that event, the County will pay Edmonds the same fee described above.

The parties may also divert flows into each other's sewage conveyance facilities for reasons other than those described above under such terms and conditions they deem appropriate when they mutually determine that it is in their best interests to do so. The responsibility of either party to accept flows described in this section is subject to the physical capability of the respective sewage conveyance and treatment systems to accept those flows.

SECTION 8. Regulation of Discharges. Edmonds East sewage flows and their sources shall be subject to the rules and regulations applicable to the treatment plant that treats those flows. When Edmonds east sewage is treated by the County, such sewage flows shall be subject the County's rules and regulations and Edmonds shall cooperate with the County's efforts to regulate industrial discharges in Edmonds East. When Edmonds East sewage is treated by Edmonds, such sewage flows shall be subject to the rules and regulations of Edmonds and/or the

Washington Department of Ecology. During periods of reciprocal sewage treatment King County and the Washington Department of Ecology shall cooperatively regulate industrial discharges in Edmonds East. The ability of any source to discharge industrial waste into Edmonds East sewers shall be expressly contingent upon issuance of a Waste Discharge Permit to that source by the County and/or the Washington Department of Ecology.

Richmond Beach sewage flows and their sources shall be subject to such rules and regulations as may be adopted by Edmonds and/or Ecology for the purpose of regulating the nature and quality of wastes into Edmonds' treatment plant. King County shall cooperate with Edmonds' and/or Ecology's efforts to regulate industrial discharges in Richmond Beach.

The parties intend, by this Section 8, to ensure compliance with local, state and U.S. laws applicable to the sewage flows being exchanged and cooperative enforcement of the parties' respective industrial waste regulations.

SECTION 9. High Strength Waste. During any period of time that Edmonds East sewage is treated by the County, Edmonds shall pay to the County a surcharge for high strength discharges in Edmonds East. Said payment shall be equal to 55% of the amount that would be payable under King County Ordinance 11034 and any subsequent amendments. Direct measurement as required by King County Ordinance 11034 will be undertaken by the County.

The County shall pay to Edmonds a surcharge for high strength discharges in Richmond Beach in accordance with such ordinances as may be adopted by the Edmonds City Council for the purpose of establishing high strength waste surcharges in the Edmonds sewage treatment service area.

SECTION 10. Pumping Station Cost Share. During the time that Edmonds treats sewage flows from both Edmonds East and Richmond Beach, Edmonds shall reimburse the County for

the total operation and maintenance cost of the County's Lake Ballinger Pumping Station incurred to pump sewage to the Edmonds Wastewater Treatment Plant. Said reimbursement shall be reduced, however, by the percentage of said cost that reflect the percentage of total flows pumped by said station from Ballinger Commons Apartments.

During periods of reciprocal sewage treatment Edmonds shall reimburse the County for the portion of the operation and maintenance cost of said pumping station that reflects the percentage of total sewage flow pumped to Edmonds that exceeds the volume delivered to Edmonds by the County from Richmond Beach. The specific formula follows: Volume pumped via Ballinger to Edmonds (A) *minus* volume delivered to Edmonds from Richmond Beach (B) *equals* C. C *divided by* A *equals* X. Operation and maintenance cost *multiplied by* X *equals* Edmonds payment for operation and maintenance.

During both of the sewage treatment arrangements described in this section, Edmonds shall pay the portion of the County's annual debt service costs on said pumping station that reflects the percentage of total flow pumped to Edmonds that exceeds the volume delivered to Edmonds by the County from Richmond Beach. The same specific formula described in the immediately preceding paragraph shall be used to determine the amount to be paid to the County.

"Annual debt service costs" as used in this section shall not include any additional percentage of those costs for debt service coverage requirements applicable to the County's bonded debt.

SECTION 11. Review of Terms and Conditions in Sections 2 and 3. Any time after January 1, 2006 either party may request a review of the terms and conditions in Sections 2 or 3. Any changes in those terms and conditions shall be by amendment to this agreement except for extension of the time frame described in Section 2 which may be extended beyond January 1,

2012 by simple written concurrence of the parties. Said extension by simple written concurrence shall not however, extend beyond July 1, 2036.

Section 12. Reimbursement for Capital Costs at Edmonds Treatment Plant. The County acknowledges its obligation to reimburse Edmonds for a share of certain capital costs incurred by Edmonds at its treatment plant during the effective period of the prior agreement between the parties for reciprocal sewage treatment. The parties have determined said amount to be \$250,000 which shall be paid by the County to Edmonds in two annual installments of \$125,000 each. The county shall make the first payment to Edmonds within 45 days of execution of this agreement.

SECTION 13. Legal Relations. Any liability incurred by the County resulting from operation of its wastewater conveyance and treatment facilities shall be the sole responsibility of the County. Any liability incurred by Edmonds resulting from operation of its wastewater conveyance and treatment facilities shall be the sole responsibility of Edmonds.

The parties acknowledge their obligation to comply with lawful orders with the state or federal agencies with jurisdictions or a court of competent jurisdiction. The obligations and rights established by this agreement shall be interpreted accordingly to assure compliance with the terms with such an order.

SECTION 14. Dispute Resolution. In the event disputes or claims arise over the interpretation, enforcement or effect of this agreement, either party may refer this matter to a committee composed of the Director of King County's Department of Natural Resources or his/her designee and its Manager of Wastewater Treatment and the Mayor of the City of Edmonds or his/her designee and its Public Works Director for resolution. The consideration of the dispute or claim by this committee, in an effort to reach a solution which reflects the best public interest, shall be a prerequisite to any legal action by either party.

SECTION 15. Term of Agreement. This agreement shall take effect April 1, 2000 and

remain in full force and effect until July 1, 2036. This agreement shall be binding on the successors and assigns of both parties.

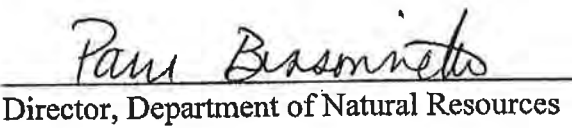
IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

City of Edmonds

King County



Mayor



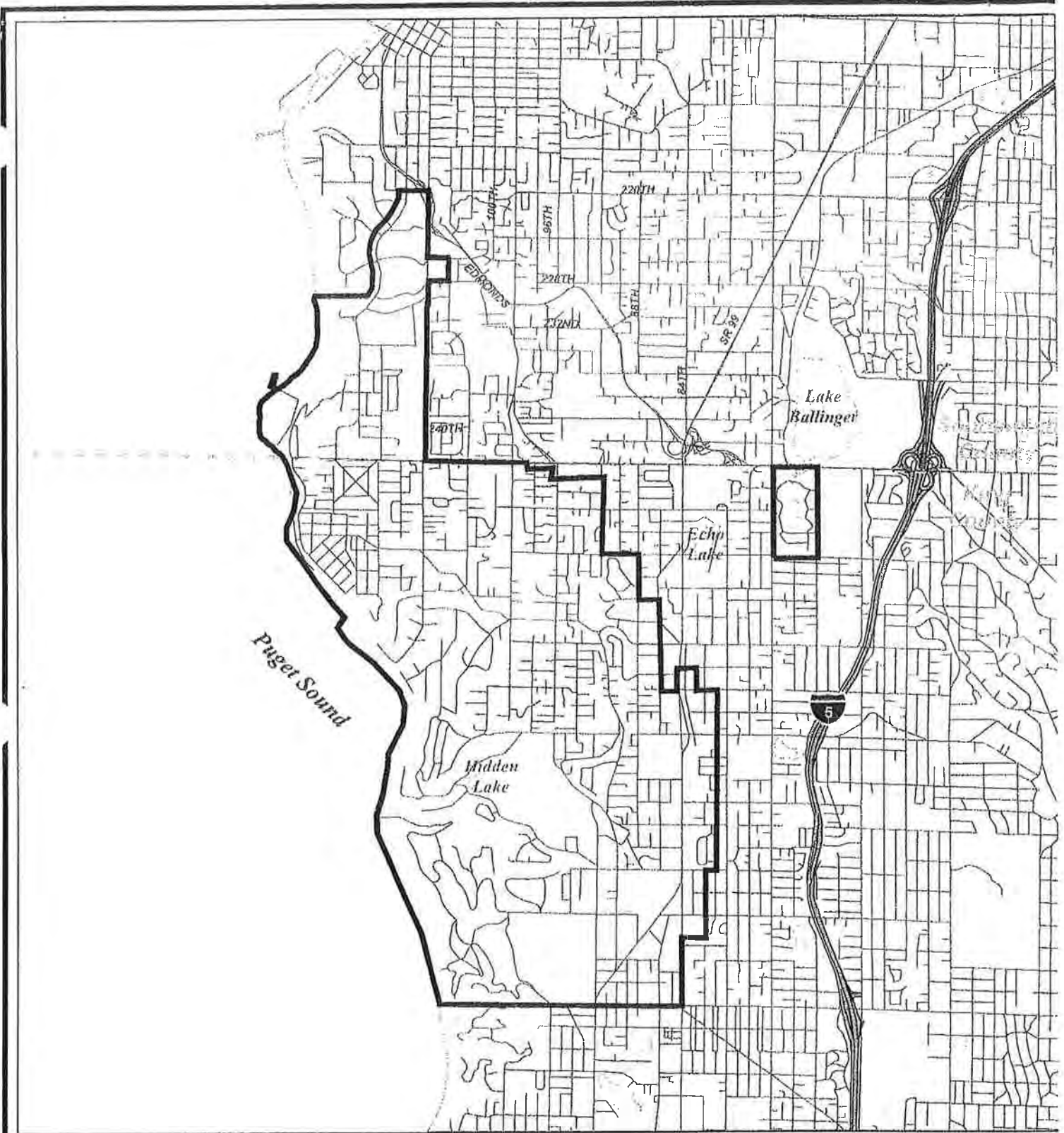
Director, Department of Natural Resources

Attest:

Attest:







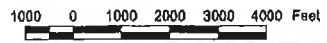
Richmond Beach Service Area

Exhibit A

Legend

-  Richmond Beach Service Boundary
-  Streets
-  County Line
-  Freeways
-  Water Features

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January 11, 2001

