

13619

06/03/99
ko 08/26/99

Vashonord
Clerk 06/04/99

Introduced By: Greg Nickels
Larry Phillips

Proposed No.: 1999-0314

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ORDINANCE NO. 13619

AN ORDINANCE authorizing the executive to enter into an agreement with Vashon Sewer District regarding the disposal of sewage.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive or the executive's designee is hereby authorized to enter into an agreement with Vashon Sewer District, substantially in the form of Appendix A attached to this ordinance, for treatment and disposal of sewage.

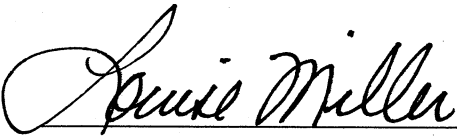
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SECTION 2. It is recognized that Vashon Island is unique because of its geography, topography, and history. The adoption of this ordinance is not intended to set a precedent for extending the Metropolitan Sewerage System into other rural areas of King County.

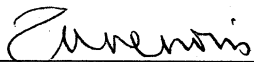
INTRODUCED AND READ for the first time this 14th day of June, 1999.

PASSED by a vote of 12 to 0 this 30th day of August, 1999.

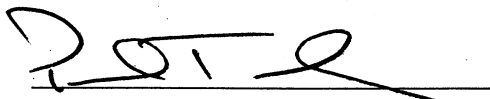
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 9th day of September, 1999.


King County Executive

Attachments: Appendix A – King County, Vashon Sewer District, Agreement for Sewage Disposal

13619

KING COUNTY
VASHON SEWER DISTRICT
AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT, made as of this _____ day of _____ 1999,
between VASHON SEWER DISTRICT, a municipal corporation of the State of Washington,
hereinafter referred to as the "District", and KING COUNTY, a political subdivision of the State
of Washington, hereinafter referred to as "the County";

WITNESSETH:

WHEREAS, the public health, welfare and safety of the residents of the District and the
residents of the County require the development of adequate systems of sewage collection and
disposal, the elimination 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 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, the County 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 certain sewage collected by the District to the
County for disposal as soon as facilities necessary for such delivery are available; and

WHEREAS, to provide for the disposal by the County of sewage collected by the District it is necessary that an agreement be now entered into establishing certain rights and duties of the parties incident thereto;

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 agreement shall have the meanings hereinafter set fourth 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 or hereafter adopted.

(b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed acquired or used by the County 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 sewers 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 and 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 King County 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 an agreement with the County providing for such disposal.

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

Section 2. Delivery and Acceptance of Sewage. The District shall deliver to the County all of the sewage and industrial waste collected by the District and the County shall accept the sewage and waste delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the King County Council. The County 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. The District shall not deliver sewage to any other agency for disposal without the written consent of the County.

Section 3. Construction of County Facilities. The County shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to the County 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 or betterments thereto. *Except as specifically provided herein*, the County shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District which may be required for the delivery of

sewage and wastes to the County shall be connected to facilities of the Metropolitan Sewerage System at such time as any of the facilities of such Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. Such connection shall be accomplished at the expense of the District and in accordance with the rules and regulations of the County at such point or points as shall be determined by the County. The District shall secure and pay for the right to use all Local Sewerage Facilities of another Participant which may be required to delivery the District's sewage to the Metropolitan Sewerage System.

Section 5. Payment for Sewage Disposal. Commencing with the first month in which sewage is collected and delivered by the District to the County, the District shall pay to the County 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 the County 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 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other

than single family residences. The County shall maintain permanent records 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 the County 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, the County 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 the County or other than a Participant for disposal outside of the Metropolitan Area.

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 the County, 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, the County 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, the County may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

d) At such time that the county expands or replaces the existing wastewater treatment plant that serves the district the basic reported number of residential customers and residential customer equivalents of the district shall be further adjusted by adding thereto 50% of said number of residential customers and residential customer equivalents. The sum thus determined is hereafter called the "adjusted reported number". Beginning with the first quarterly report submitted by the district after the county enters into a construction contract for expansion or replacement of the plant, and continuing each quarter for thirty-five years, the adjusted reported number of residential customers and residential customer equivalents shall be the number reported by the district for the purpose of determining sewage disposal charges pursuant to paragraph 3 of this section. Not less than one year after expansion or replacement of the existing wastewater treatment plant by the county the district may request a review of the additive adjustment described in this subparagraph (d) by the King County Executive. The

capital cost of expanding or replacing the wastewater treatment plant that serves the district shall then be reviewed and the executive may lower the above percentage if he or she determines that said percentage results in disproportionate allocation of metropolitan sewerage system capital costs to the Vashon Sewer District. The lowered percentage would then be employed for the duration of the thirty-five year period.

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

a) Prior to July 1st of each year the County 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 the County 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 the 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 proceeding said July 1st.

c) The monthly sewage disposal charge paid by each Participant to the County 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 the County may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering Local Sewerage Facilities in excess of the minimum standard established by the general rules and regulations of the County. *An additional charge shall be made to the district to recover capital costs of constructing two community wastewater treatment systems and one sewage conveyance system described in Section 9 of this agreement. This charge shall be determined as follows: The capital cost of the three above-mentioned systems paid by the county shall first be reduced by the amount of grants-in-aid received by the county for those systems. The total principal amount of loans for the systems to be repaid by the county to the State of Washington shall then be determined and reduced \$1500 for each customer connected to these systems. The district shall then pay to the county such amounts as are necessary to repay the balance of the loan amount to the state in equal annual installments for the term of the loans. The district shall pay to the county any remaining capital costs incurred by the county in equal annual installments of principal and interest at the rate of six percent (6%) per annum beginning with a payment one year after commencement of construction of the three systems and ending with a payment thirty four years later. The district, at any time after the date of completion of construction, may complete its payments by paying off the principal and any interest due.*

4. The parties acknowledge that, by resolution of the Metropolitan Council, the County may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed,

shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the District shall, at the County's request, provide such information regarding new Residential Customers and Residential Customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

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

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewage 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 disposal charge payable to the County 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 the County and the District that the sewage disposal charge paid by the District to the County 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 schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Section 6. Responsibility of District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, 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. All sewerage facilities of the District carrying sewage delivered to the County shall be constructed and maintained in accordance with the rules and regulations of the County and shall be constructed, maintained and operated by the District at no expense or risk to the County.

Section 7. Records. Permanent books and records shall be kept by the County and the District of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System whenever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition the County shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System and the District 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 the County, it being contemplated that the County shall ultimately provide sewage disposal service for the entire Metropolitan Area.

Section 9. Construction and Operation of Conveyance and Treatment Facilities to Serve Non-Contiguous Areas of the District. *The County will own and operate two community wastewater treatment systems and one sewage conveyance system to serve three areas of the district that are not, as of the date of this agreement, contiguous to the remainder of the district. Said systems may be constructed by either the county or the district generally in accordance with plans developed by the district and further described in Exhibit A attached hereto. The district shall convey to the county all real property and rights-of-way it has obtained for the construction and/or operation and maintenance of the above mentioned systems except for such property and rights of way necessary for the operation and maintenance of local sewerage facilities. Existing sewage collection systems that will deliver sewage to these treatment and conveyance facilities will continue to be owned and operated by the district. Any new sewage collection facilities constructed as part of the project described in this section shall be deemed local sewerage facilities after completion of construction and the district shall thereafter have the sole responsibility for operation, maintenance, repair and replacement of those local sewerage collection facilities. The new local sewerage collection facilities for which the district shall be responsible are specifically identified in Exhibit A, Schedules A, B and C. The county shall take such reasonable actions as are necessary and within its control to ensure that the real property surrounding the community treatment facility represented in Schedule A is maintained in its current undeveloped state.*

Section 10. Use by the County of District Sewage Treatment Facilities. *From the first day of the second month following the date of this agreement or, alternatively, a mutually*

determined takeover date, the county will have the sole responsibility to operate, maintain, repair, improve and replace the district's existing wastewater treatment plant. Said plant shall be conveyed to the county along with all associated and adjacent real property owned by the district. The county and the district shall, following completion of design of anticipated plant improvements, determine the amount of said real property necessary for the county's construction, operation and maintenance of the improved plant. Any real estate mutually determined by the parties to be unnecessary for the foregoing county purposes shall then be returned to the district.

Section 11. Insurance and Liability for Damages. The District shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewerage facilities of the District and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by the County as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of the County 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 12. Assignment. The District 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 the County 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 District should be dissolved or should no longer be authorized to operate sewer facilities, the Local Sewerage Facilities owned and

operated by the District shall be assigned and transferred to the County subject to any outstanding debts of the District which had been incurred for the specific purpose of construction or acquiring such facilities and subject to the acceptance by the County of the obligation 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 13. Effective Date and Term of Agreement. 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, 2036.

Section 14. 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:

King County
821 Second Avenue
Seattle, Washington 98104

*Vashon Sewer District
Post Office Box 930
Vashon, Washington 98070*

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 15. 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, leases, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 16. 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 breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 17. Remedies. In addition to the remedies provide by law, this Agreement shall be specifically enforceable by either party.

Section 18. Entirety. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

Section 19. Future Amendments. The district agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for sewage disposal and payment therefor as may be proposed by the County and agreed to by those Participants that shall represent, in total, not less than 90% of the Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System.

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

VASHON SEWER DISTRICT

By _____
Commissioner
By _____
Commissioner
By _____
Commissioner

ATTEST:

13619

KING COUNTY

By _____
Ron Sims, County Executive

ATTEST:



NORTH

SCALE: 1"=5000'

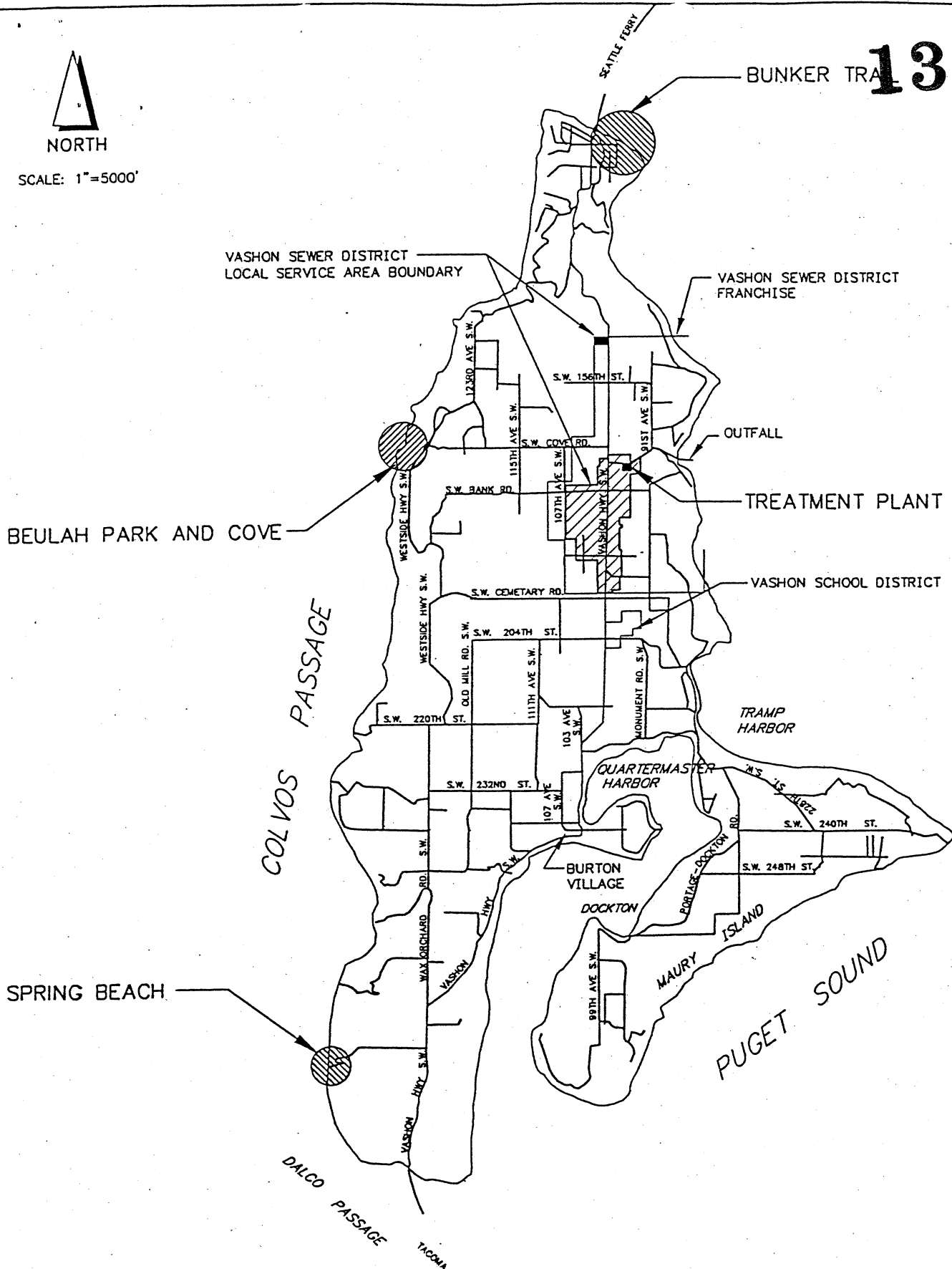
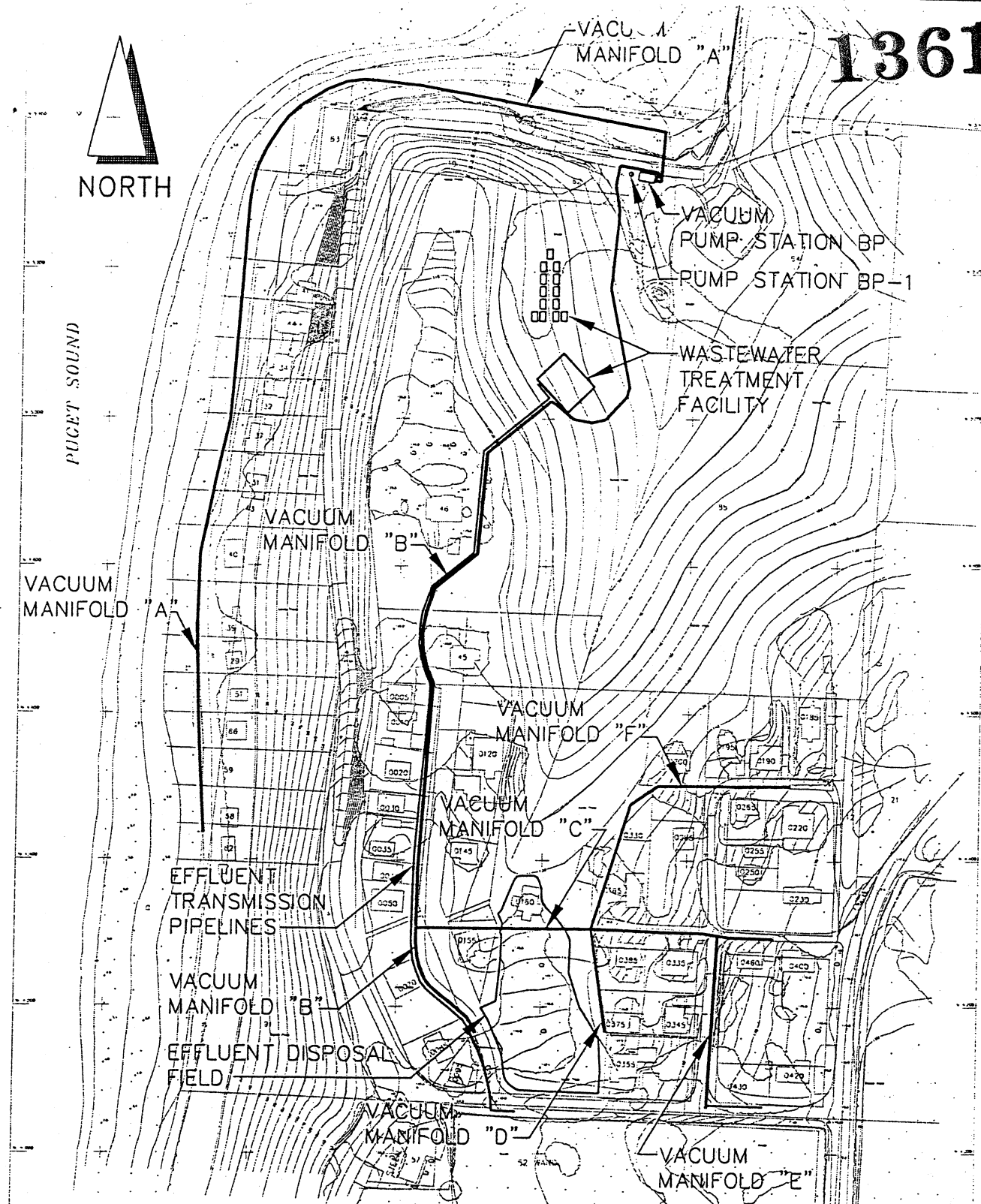


EXHIBIT A - page 1 of 4
LOCATION MAP

13619



LOCAL COLLECTION FACILITIES - VACUUM MANIFOLDS (A-F) OPERATED & MAINTAINED BY VASHON SEWER DISTRICT. KING COUNTY RESPONSIBLE FOR OPERATION & MAINTENANCE OF COMMUNITY WASTEWATER CONVEYANCE & TREATMENT SYSTEM INCLUDING VACUUM STATION BP & PUMP STATION BP-1.

Exhibit A page 2 of 4
 SCHEDULE A - BEULAH PARK AND COVE

PROJECT MAP

SCALE: 1"=200'

VACUUM STATION BT/
PUMP STATION BT-1

VACUUM MANIFOLD - LOCAL SEWAGE COLLECTION
FACILITIES OPERATED & MAINTAINED BY VASHON
SEWER DISTRICT

13619



NORTH

PUMP STATION BT-2

PUMP STATION BT-3

S.W. 116TH

KING COUNTY RESPONSIBLE FOR OPERATION &
MAINTENANCE OF COMMUNITY WASTEWATER
CONVEYANCE SYSTEM INCLUDING VACUUM
STATION BT & PUMPING STATIONS BT (1 - 4).

PUMP STATION BT-4

105TH
AVE S.W.

VASHON
HWY SW

FORCE MAIN

VASHON HWY SW

PUGET SOUND

PUGET SOUND

123RD AVE S.W.

S.W. 156TH ST.

S.W. COVE RD.

SW 171ST ST
FORCE MAIN
EXTENSION

9 ST AVE S.W.

115TH AVE S.W.

S.W. BANK RD.

CENTRAL TELEMETERY
(WASTEWATER TREATMENT
PLANT)

107TH AVE S.W.

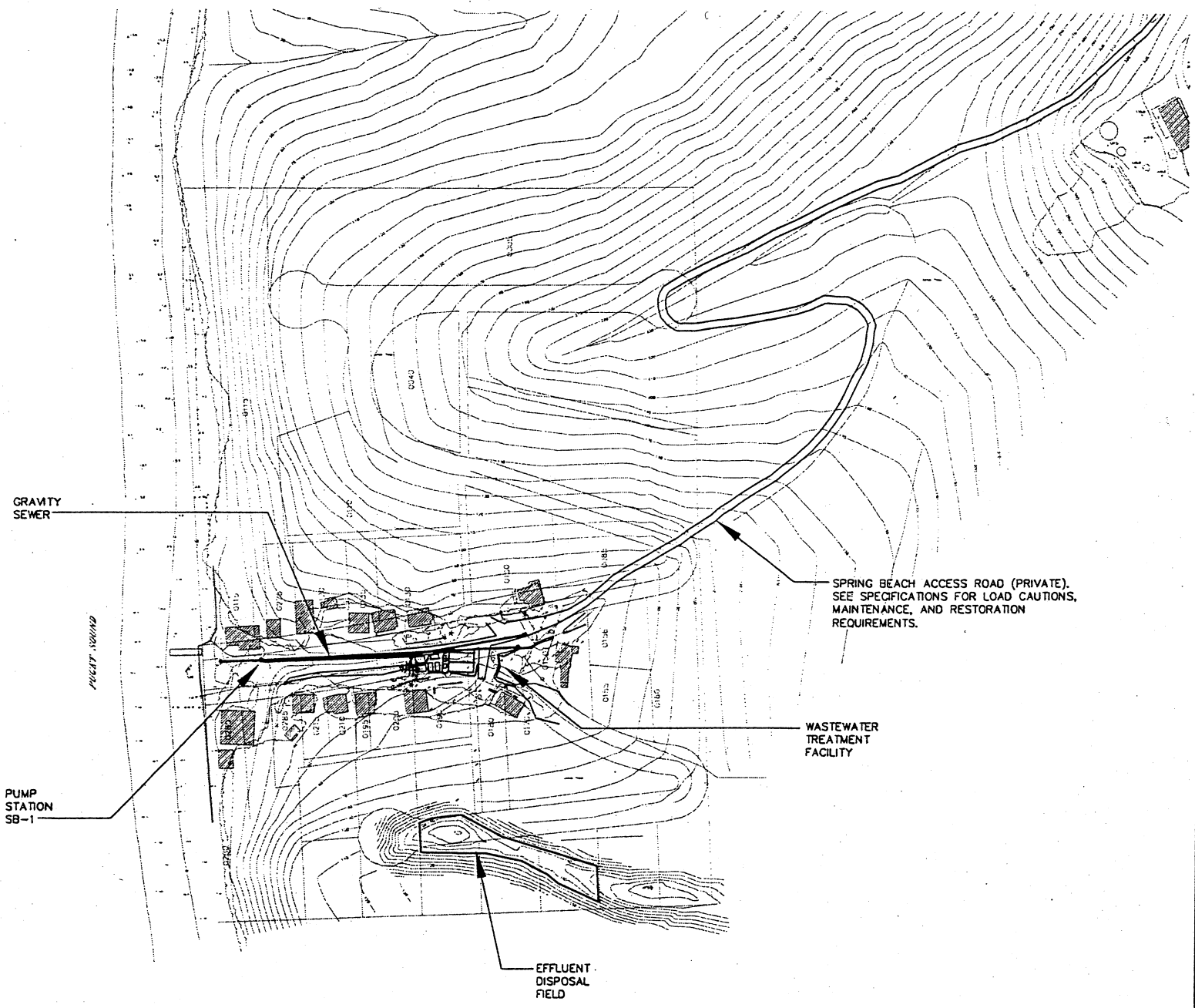
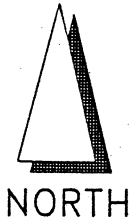
VASHON HWY. S.W.

S.W. CEMETARY RD.

SCHEDULE B - BUNKER TRAIL
SCHEDULE D - CENTRAL TELEMETERY

PROJECT MAP

NOT TO SCALE



LOCAL GRAVITY SEWAGE COLLECTION FACILITIES
OPERATED & MAINTAINED BY VASHON SEWER DISTRICT.
COMMUNITY CONVEYANCE & TREATMENT FACILITIES
OPERATED & MAINTAINED BY KING COUNTY.

SCHEDULE C - SPRING BEACH

PROJECT MAP

SCALE: 1"=200'