

After recording return to:
Alderwood Water & Wastewater District
Attn: Nancy Davidson
3626 156th Street SW
Lynnwood, WA 98087



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10/21/2010 1:02pm \$68.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

OCT 20 2010

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

Agencies: Alderwood Water & Wastewater District and
Silver Lake Water and Sewer District
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: ~~Not Applicable~~ 200608300571
Filed with the Auditor pursuant to RCW 39.34.040
Document Title:

AMENDMENT NO. 1 TO
AGREEMENT FOR SEWAGE DISPOSAL AND INTERIM WATER SUPPLY
BETWEEN
ALDERWOOD WATER & WASTEWATER DISTRICT
AND
SILVER LAKE WATER AND SEWER DISTRICT

This Amendment to the July 21, 2006 Agreement (Agreement) between Alderwood Water and Wastewater District, a municipal corporation of the State of Washington and Silver Lake Water and Sewer District, a municipal corporation of the State of Washington is made and entered into this ___ day of October, 2010.

1. Throughout the Agreement, "Silver Lake Water District" shall be replaced with "Silver Lake Water and Sewer District."
2. The map for the Agreement and this Amendment is provided as Attachment 1.
3. Part I. RECITALS: Section 1.11 shall be replaced in its entirety with the following:

"Alderwood and Silver Lake agree Alderwood can supply water to parcels B, E, F and K from Alderwood transmission line on 180th Street SE on an interim basis."

4. Part I. RECITALS: Section 1.13 shall be replaced in its entirety with the following:

"Alderwood commits to supply water to Silver Lake to meet the water needs of Parcel B, E, F, and K and Silver Lake agrees to purchase water from Alderwood to serve this area on an interim basis."

5. Part I. RECITALS: Add 1.15 stating:

"Alderwood desires to deliver sanitary sewage, collected by Alderwood to Silver Lake for transmission to King County for treatment and disposal. Silver Lake presently has the capacity and facilities to provide service to portions of Alderwood on a limited basis."

6. Part III. SEWER DISPOSAL: Add 3.1 E. stating:

"All deliveries of sewage collected by Silver Lake within parcel J shown in Attachment 1 and delivered to Alderwood facilities shall be accepted by Alderwood pursuant to the terms of this Agreement."

7. Part III. SEWER DISPOSAL: Add 3.1 F. stating:

"All deliveries of sewage collected by Alderwood within parcel I shown in Attachment 1 and delivered to Silver Lake facilities shall be accepted by Silver Lake pursuant to the terms of this Agreement."

8. Part III. SEWER DISPOSAL: Section 3.2. A. shall be replaced in its entirety with the following:

"INSUFFICIENT CAPACITY - SURCHARGING ALDERWOOD

Alderwood shall accept sewage from Silver Lake from parcels A, B, E, F, H and J until Alderwood, in its sole discretion, determines that there is insufficient capacity in Alderwood's sewer system to accept additional sewage from Silver Lake. After making such determination, Alderwood shall notify Silver Lake in writing of Alderwood's intention to restrict acceptance of, or to stop accepting, additional sewage from Silver Lake from the parcels A, B, E, F, H and J six (6) months prior to the effective date of such notice.

Except in the case of surcharging hereafter described, Silver Lake shall have the right to continue to deliver its sewage to Alderwood from Silver Lake customers connected to Alderwood's sewer system prior to the date of restriction; but shall not allow any additional connections to Alderwood's sewer system after the date of restriction, except for properties which have already: a) paid connection fees; b) been identified as a public health hazard, such as a failed septic system; or c) been assessed for sewer improvements pursuant to ULID procedures; provided that the foregoing exceptions shall not apply to any moratorium imposed by the State Department of Ecology or King County that specifically applies to properties which have already paid connection fees or been specially assessed for sewer improvements.

Alderwood shall be under no obligation to construct any new or additional sewage facilities to accept additional sewage from Silver Lake as a consequence of giving a notice of restriction; provided, Alderwood will use its reasonable efforts to prioritize design and construction efforts to remedy the insufficient capacity problem.

Should surcharging occur in any of the lines servicing parcels A, B, E, F, H and J, Alderwood shall move expeditiously to upgrade said lines.

Except as provided herein, should any portion of Alderwood's sewer system become surcharged (i.e., sewage level rises above the crown [top] of the sewer pipe), because of flows from Silver Lake exceeding Alderwood's capacity, Silver Lake shall immediately take action to reduce flows to a level where the surcharging no longer exists. Alderwood shall give notice in writing to Silver Lake if a surcharge condition exists and Silver Lake shall not allow any additional connections after the date of the above notice, except for public health hazards such as a failing septic system, until Alderwood's system improvements alleviating the surcharge condition have been constructed. However, additional connections may be allowed if and when Silver Lake constructs improvements to allow such connections without surcharging the Alderwood system."

9. Part III. SEWER DISPOSAL: Section 3.2. B. shall be replaced in its entirety with the following:

"INSUFFICIENT CAPACITY - SURCHARGING SILVER LAKE

Silver Lake shall accept sewage from Alderwood from parcels C, D, G and I until Silver Lake, in its sole discretion, determines that there is insufficient capacity in Silver Lake's sewer system to accept additional sewage from Alderwood. After making such determination, Silver Lake shall notify Alderwood in writing of Silver Lake's intention to restrict acceptance of, or to stop accepting, additional sewage from Alderwood six (6) months prior to the effective date of such notice.

Except in the case of surcharging hereafter described, Alderwood shall have the right to continue to deliver its sewage to Silver Lake from customers connected to Silver Lake's sewer system prior to the date of restriction; but shall not allow any additional connections to Silver Lake's sewer system after the date of restriction, except for the properties which have already: a) paid connection fees; or b) has been identified as a public health hazard, such as a failed septic system; or c) been assessed for sewer improvements pursuant to ULID procedures; provided that the foregoing exceptions shall not apply to any moratorium imposed by the State Department of Ecology or King County that specifically applies to properties which have already paid connection fees or been specially assessed for sewer improvements.

Silver Lake shall be under no obligation to construct any new or additional sewage facilities to accept additional sewage from Alderwood as a consequence of giving a notice of restriction; provided, Silver Lake will use its reasonable efforts to prioritize design and construction efforts to remedy the insufficient capacity problem.

Should surcharging occur in any of the lines servicing the parcels C, D, G and I, Silver Lake shall move expeditiously to upgrade said lines.

Except as provided herein, should any portion of Silver Lake's sewer system become surcharged (i.e., sewage level rises above the crown [top] of the sewer pipe), because of flows from Alderwood exceeding Silver Lake's capacity, Alderwood shall immediately take action to reduce flows to a level where the surcharging no longer exists. Silver Lake shall give notice in writing to Alderwood if a surcharge condition exists and Alderwood shall not

allow any additional connections after the date of the above notice, except for public health hazards such as a failing septic system, until Silver Lake system improvements alleviating the surcharge condition have been constructed. However, additional connections may be allowed if and when Alderwood constructs improvements to allow such connections without surcharging the Silver Lake's system."

10. Part III. SEWER DISPOSAL: Section 3.3 SEWAGE DISPOSAL CHARGES - SILVER LAKE, the first paragraph shall be replaced in its entirety with the following:

"On a monthly basis, and as more fully set forth in Section 3.6 herein, Silver Lake shall pay to Alderwood during the term of this Agreement a sewage disposal charge equal to the King County sewage disposal charge to Alderwood for each residential customer or residential customer equivalent in parcels A, B, E, F, H and J, plus five percent (5%) of Alderwood's retail sewer rate in the King County service area. Any adjustment to this rate shall only be applied prospectively from the date of Silver Lake's receipt of written notice from Alderwood of such adjustment.

11. Part III. SEWER DISPOSAL: Section 3.4 SEWAGE DISPOSAL CHARGES - ALDERWOOD shall be replaced in its entirety with the following:

"3.4 A. By the end of each month, Alderwood shall pay to Silver Lake during the term of this Agreement a sewage disposal charge equal to the ratio of Alderwood residential customers and residential customer equivalents in parcel D (D) to the number of Silver Lake residential customers and residential customer equivalents in parcels B, E and F (B+E+F) multiplied by Silver Lake's monthly operation and maintenance cost for 180th St. Lift Station (Lift Station costs). The formula is $D / (B+E+F) * \text{Lift Station Costs} = \text{Alderwood's monthly remittance to Silver Lake}$.

3.4 B. On a monthly basis, and as more fully set forth in Section 3.6 herein, Alderwood shall pay to Silver Lake during the term of this Agreement a sewage disposal charge equal to five percent (5%) of Silver Lake's retail sewer rate in the King County service area for each residential customer or residential customer equivalent in parcels I shown in Attachment 1. Any adjustment to this rate shall only be applied prospectively from the date of Alderwood's receipt of written notice from Silver Lake of such adjustment."

12. Part III. SEWER DISPOSAL: Section 3.5 CONNECTION CHARGES shall be replaced in its entirety with the following:

"3.5 A. CONNECTION CHARGES - SILVER LAKE

In addition to the foregoing charges, Silver Lake shall pay to Alderwood a connection charge equal to Alderwood's General Facility Charge now in effect or as may be hereafter modified, applicable to the particular Silver Lake customer. Such connection charge shall be paid within 30 days following the date of connection of property within parcels A, B, E, F, H, and J. Included with the payment to Alderwood shall be the billing address and property tax parcel number for each property connected. In addition, all properties are subject to payment of the capacity charge levied by King County. Silver Lake

shall report all new connections to its sewer system subject to this agreement to King County on standard reporting forms as developed by King County. ”

3.5 B. “CONNECTION CHARGES - ALDERWOOD

Alderwood shall pay to Silver Lake a connection charge equal to Silver Lake’s General Facility Charge now in effect or as may be hereafter modified, applicable to the particular existing or new Alderwood customer. Such connection charge shall be paid within 30 days following the date of connection of property to Silver Lake’s system within parcel I. Included with the payment to Silver Lake shall be the billing address and property tax parcel number for each property connected.”

13. Part V. INTERIM WATER SERVICE: Section 5.1 shall be replaced in its entirety with the following:

“The provisions of this Section 5 shall apply to parcels B, E, F and K.”

14. Part V. INTERIM WATER SERVICE: Section 5.2 shall be replaced in its entirety with the following:

“DELIVERY OF WATER. Alderwood agrees to deliver to Silver Lake and Silver Lake agrees to pay Alderwood for delivery of potable water to be used by Silver Lake to supply on an interim basis all or portions of parcels B, E, F and K for customers seeking water service from Silver Lake.”

15. Part V. INTERIM WATER SERVICE: Add 5.5 stating:

“Notwithstanding other provisions in this Agreement, the Parties recognize that Snohomish County seeks to develop Tambark Creek Park (Park) within parcel K in Silver Lake. The County Plan for the Park provides for a passive park with one building for restroom facilities. This restroom facility is near to 35th Ave. SE and west of Tambark Creek. Providing water service to this restroom facility from Silver Lake’s water system is cost prohibitive. Alderwood presently has a water line in 35th Ave SE adjacent to Tambark Creek Park property. Alderwood agrees to provide one water service connection from its water line in 35th Ave SE to Silver Lake to allow Snohomish County to obtain water service to its planned restroom facility for the Park by connection to Alderwood’s water line in 35th Ave. SE. This connection will provide water to the Park’s restroom facility only and such facility will remain a customer of Silver Lake. Silver Lake shall require Snohomish County to enter into a Developer Extension Agreement with Silver Lake to provide for Snohomish County construction of required water line improvements to serve the restroom facility in the Park. Snohomish County shall be required to pay Alderwood’s water connection charge to Alderwood as a condition of connection to the Alderwood system. Silver Lake shall collect its water connection charge from Snohomish County. Should either connection charge not be paid by Snohomish County for whatever reason then the Parties agree this section 5.5 is void and unenforceable. Silver Lake shall be responsible for meter maintenance and operation to serve this facility. Silver Lake shall reimburse Alderwood for water provided to this customer meter the Alderwood water commodity charge for its single

family customer in place at the time the meter is read by Silver Lake. Silver Lake shall read this meter consumption at least every two months. Alderwood shall not charge any base service rate for this connection. Silver Lake shall provide for sewer service."

16. Part VI. MISCELLANEOUS PROVISIONS: Section 6.2 GENERAL PROVISIONS subsection (h) shall be replaced in its entirety with the following:

"(h) This Agreement and any amendment to it may be signed in counterparts and, if so signed, shall be deemed one integrated agreement."

All other terms and conditions of the Agreement are to remain in full force and effect.

In witness whereof, the parties hereto have accepted this Amendment No. 1, which will become effective upon the execution by both Districts.

SILVER LAKE WATER & SEWER
DISTRICT

ALDERWOOD WATER &
WASTEWATER DISTRICT

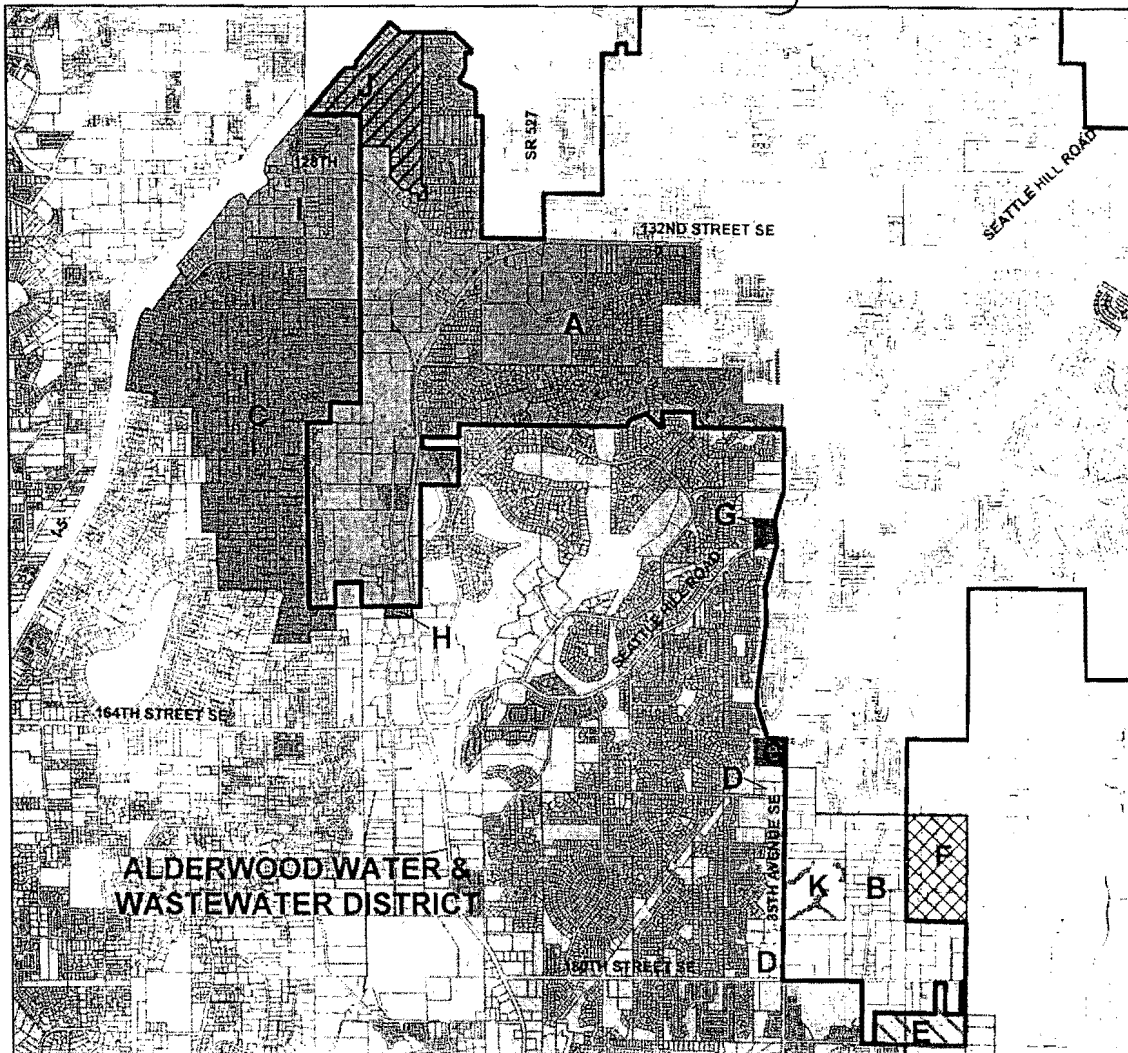
BY: Red Heppeler
Commissioner/President

BY: Paul D. McIntyre
Commissioner/President

DATE: 10-18-10

DATE: 10/18/2010

Vicinity Map



ALDERWOOD WATER & WASTEWATER DISTRICT

LEGEND

- SILVER LAKE WATER & SEWER DISTRICT BOUNDARY
- ALDERWOOD WATER AND WASTEWATER DISTRICT
- A - SLWSD GRAVITY FLOWS TO AWWD
- B - SLWSD-180TH BASIN FLOWS TO AWWD
- C - AWWD GRAVITY FLOWS TO SLWSD
- D - AWWD FLOWS TO SLWSD 180TH ST LS
- E - POTENTIAL 180TH BASIN (SOUTH OF 180TH ST BASIN)
- F - POTENTIAL 180TH BASIN (EAST OF 180TH ST BASIN)
- G - AWWD FLOWS TO SLWSD 164TH ST LS
- H - AWWD WATER SERVED BY SLWSD
- I - AWWD (LS #) THROUGH SLWSD
- J - SERVED BY GRAVITY TO AWWD OR THROUGH AWWD LS #
- K - AWWD WATER SLWSD SEWER TO 180TH ST LS

AWWD / SLWSD AGREEMENT AREAS
SEPTEMBER 2010
ATTACHMENT 1

Gray & Osborne, Inc.
CONSULTING ENGINEERS