

Meeting: Advisory Committee on Sewage Disposal Agreements
Date: December 5, 2008 (11:00 am – 12:30 am)

Attendees: Ann Weigle, City of Bellevue; Walt Canter, Cedar River Water and Sewer District; Ron Sheadel, Cedar River Water and Sewer District; Scott Thomasson, City of Redmond; Arne Lind, Ronald Wastewater District; Art Wadekamper, Ronald Wastewater District; Ron Speer, Soos Creek Water and Sewer District; Ken Howe, Woodinville Water District; Steve Ohlenkamp, TCG Communications; Tamie Kellogg, Kellogg Consulting; Sharman Herrin, King County; Lynn Johnston, King County; Becky Spithill, King County

Introductions / Housekeeping:

Answers to Questions from October meeting:

- How many agencies have a “me too” clause, a provision in the agreement giving a component agency the option of incorporating into its agreement a term or condition included in another agency’s sewage disposal agreement with the County? Currently, there are three agencies that have this provision in their contract.
- What agreement did the Muckleshoots have for sewage disposal before signing an agreement with the County? The Muckleshoots had an agreement with City of Auburn prior to signing a disposal agreement with the County.
- Are provisions in recently amended disposal agreements binding if 90% of the participants have not signed? For 27 of the agencies, 100% concurrence is required before an amendment applies to that agency. Some contracts require concurrence from 90% of the ratepayer base and some of the newer contracts require concurrence from 90% of the ratepayer base plus 90% of the participating agencies (the latter is more favorable to smaller agencies).
- Will City of Seattle be participating in this subcommittee? Ron Speer contacted Seattle and they will not attend because the County and Seattle are at an impasse.

Discussion of Provisions in Recently Amended Sewage Disposal Agreements:

The term “recently amended sewage agreements” refers to those agreements signed by the Cities of Carnation, Issaquah, Pacific, Renton, and Tukwila, Vashon Sewer District, and the Muckleshoot Indian Tribe.

Recently amended agreements include provisions:

- Allowing out-of-cycle rate increases if the County Executive declares and the County Council finds an emergency exists and the system cannot be adequately maintained, and debt requirements or debt policies met, without the additional charge;
- Incorporating the principle that the sewage treatment capacity charge will be set at a level that, when combined with the monthly sewer rate paid by new customers, will ensure new customers will pay for 95% of the cost of facilities necessary to serve them;
- Requiring the local agency to agree to any future amendment regarding the terms for sewage disposal and payment that may be proposed by the county and agreed to by those cities and districts constituting, in total, not less than 90 percent of the ratepayer base and 90 percent of the participating agencies; and
- Extending the term of the agreements to 2056.

- Some of the disposal agreements also contain a provision giving the local agency the option of incorporating into its agreement with the county any terms, condition, or provisions that are part of the Basic Agreement with another local agency.

Questions/Items for Future Meetings:

- Obtain copies of the adapted Work Plan and MOU relating to the exchange of information between King County and MWPAAC. Documents should be reviewed and should govern future discussions.
 - Sharman will develop a matrix of provisions in recently amended agreements.
 - Question was asked regarding the process for communication with the Council and the Executive. The process for subcommittee communication is that recommendations go to full MWPAAC and then if they are approved by the committee, they are sent via formal correspondence from MWPAAC. However, MWPAAC's charter and bylaws do not govern component agencies individual interactions with the Council or Executive. The division does ask that component agencies contact them first if there is a problem or concern.
 - Question was asked regarding the purpose of having subcommittee meetings to discuss contract provisions because past discussions have not been successful. The role of an advisory body is to make recommendations, not to negotiate or enter into contractual arrangements. Beneficial to have this conversation again. Ron Speer thinks it's time to revisit issues for the benefit of new staff.
 - Develop a list of issues that should be addressed in the basic sewage disposal agreement. MWPAAC voted on these and drew up a contract. Need to look at previous issues that have been raised before and consider new items as well. KC will come up with a draft list of issues from old MWPAAC records.
 - Should the committee adopt minutes? No formal action results from the summaries so no approval is necessary.
 - Subcommittee requested periodic status reports on the contracts that are being negotiated and moving forward in order to ensure that the committee is apprised of significant activity.
 - Develop list of examples of policy shifts with respect to the sewage disposal agreements that MWPAAC should have input on. Sharman will draft the initial list.
 - Discussion of trends from recent audits of component agencies.
 - Develop agenda for a billing workshop that may include information on preparing quarterly reports, capacity charge reporting, and billing for contaminated industrial stormwater.
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