

Ordinance No. 89363

AN ORDINANCE relating to the Municipal Sewerage Utility, authorizing a fifty year agreement with the Municipality of Metropolitan Seattle for the treatment and disposal of all sewage collected by the city; providing for the payment by the city of a monthly charge therefor out of the gross revenues of such utility, beginning in July 1962 and continuing for the term of such agreement, and for reimbursement to the city for the use of certain city sewerage facilities.

FILE NO. 23086

Council Bill No.

INTRODUCED: MAY 23 1960	BY:
REFERRED: MAY 23 1960	TO: COMMITTEE OF WHOLE
REFERRED:	
REPORTED: JUN 5 1960	SECOND READING: JUN 5 1960
THIRD READING:	SIGNED:
PRESENTED TO MAYOR: JUN 5 1960	APPROVED:
RETD. TO CITY CLERK: JUN 20 1960	PUBLISHED: JUN 27 1961
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL..... PAGE.....	

Ordinance No. 8363

AN ORDINANCE relating to the Municipal Sewerage Utility, authorizing a five-year agreement with the Municipality of Metropolitan Seattle for the treatment and disposal of all sewage collected by the city; providing for the payment by the city of a monthly charge therefor out of the gross revenues of such utility, beginning in July 1962 and continuing for the term of such agreement, and for reimbursement to the city for the use of certain city sewerage facilities.

FILED IN _____

Council Bill No.

INTRODUCED: _____	BY: _____
REFERRED: _____	TO: _____
REFERRED: _____	
REPORTED: _____	SECOND READING: _____
THIRD READING: _____	SIGNED: _____
PRESENTED TO MAYOR: _____	APPROVED: _____
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ENGROSSED: _____	BY: _____
VOL..... PAGE.....	

Agreement

Agreement
File #

ord. 90063 Provides for a clarifying amendment to the City's contract for the treatment & disposal of sewage.

Ord. 90063 Re: Sewerage Dept. contract for maintenance & repair of city sewerage facilities.

C.F. 2.44.046 Metro Res. 137- Metro Maintenance Agreement, Ord. 90125

Res. 20410 Objecting to imposition of the State "Business and Occupation Tax" on sewerage charges collected to enable the City to perform its contractual obligations with the City of Metropolitan Seattle and requesting remedial legislation.

Ord. 90063 Re: Sewerage Dept. contract for maintenance & repair of city sewerage facilities.

Res. 20410 Objecting to imposition of the State "Business and Occupation Tax" on sewerage charges collected to enable the City to perform its contractual obligations with the City of Metropolitan Seattle and requesting remedial legislation.

RES. 20410 OBJECTING TO IMPOSITION OF THE STATE "BUSINESS AND OCCUPATION TAX" ON SEWERAGE CHARGES COLLECTED TO ENABLE THE CITY TO PERFORM ITS CONTRACTUAL OBLIGATIONS WITH THE CITY OF METROPOLITAN SEATTLE AND REQUESTING REMEDIAL LEGISLATION.

NO. 97001 WHEN THE ...

ORDINANCE

AN ORDINANCE relating to the Municipal Sewerage Utility, authorizing a fifty year agreement with the Municipality of Metropolitan Seattle for the treatment and disposal of all sewage collected by the city; providing for the payment by the city of a monthly charge therefor out of the gross revenues of such utility, beginning in July 1962 and continuing for the term of such agreement, and for reimbursement to the city for the use of certain city sewerage facilities.

WHEREAS, the Municipality of Metropolitan Seattle has approved a comprehensive sewage disposal plan and desires to develop the facilities provided for in such plan and to perform sewage disposal services for Seattle and other cities and sewer districts in the metropolitan area at the earliest practicable time; and

WHEREAS, said municipality in order to finance such plan will issue its revenue bonds therefor and has tendered in such connection a fifty year agreement for the disposal of sewage collected by the City of Seattle, which agreement is referred to in C.F. 239867 and is hereto attached as Exhibit "1"; and

WHEREAS, such agreement is deemed to be necessary for the public health, welfare and safety of the citizens of Seattle; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized and directed on behalf of The City of Seattle, to enter into and execute and deliver and secure the proper execution and delivery of an agreement with the Municipality of Metropolitan Seattle, which shall be substantially in the form set forth in Exhibit "I" hereto attached and made a part hereof, whereby said municipality will provide all the facilities for, and treat and dispose of all sewage collected by The City of Seattle, for which service the city will pay a monthly sewage disposal charge beginning in July 1962 and continuing for the term of the agreement; and which agreement further "irrevocably obligates" the city to collect city sewerage charges sufficient to pay such disposal charge and

all costs of maintenance and operation of the city Sewerage Utility and the sewerage revenue bonds of the city out of the gross revenues of the city's Sewerage Utility for such period.

Such agreement, which also contemplates that said municipality will acquire the use of, and operate and maintain certain sewage disposal facilities of the city for which it will pay to, or credit the city with \$6,285,660, shall be executed in twenty counterparts, one to be delivered to the City Engineer, one retained by the City Comptroller and numbered and filed in the records of his office, and such number as may be required delivered to the Municipality of Metropolitan Seattle.

(To be used for all Ordinances except Emergency.)

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6 day of June, 1960,
and signed by me in open session in authentication of its passage this 6 day of
June, 1960.

President _____ of the City Council.

"The foregoing Bill was, on the 8 day of June, 1960, presented to the Mayor who returned the same to the City Council without his approval or disapproval on the 20 day of June, 1960."

Attest [Signature]
City Comptroller and City Clerk

(SEAL)

Published JUN 27 1961

By M. A. Terino
Deputy Clerk

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THE CITY OF SEATTLE

LAW DEPARTMENT

515 COUNTY-CITY BUILDING

A. C. VAN SOELEN, CORPORATION COUNSEL

May 18, 1960

CITY PROSECUTORS

BRUCE MACDOUGALL
ROBERT M. ELIAS

JUNIOR ASSISTANT

ROBERT E. LESLIE

SECRETARY

FAYE FOPDE

CLAIM AGENT

JOHN F. COOPER

Re: C.F. 239867 - 50-year
contract with Metro.

Committee of the Whole
City Council

Honorable Members:

In accordance with your request of May 17, 1960 we herewith transmit proposed ordinance relating to the Municipal Sewerage Utility, authorizing a 50-year agreement with the Municipality of Metropolitan Seattle for the treatment and disposal of all sewage collected by the city; providing for the payment by the city of a monthly charge therefor out of the gross revenues of such utility, beginning in July 1962 and continuing for the term of such agreement, and including certain "irrevocable" commitments in such connection. The preamble to the bill includes certain recitals requested by the attorney for Metro, particularly the statement that such agreement "is deemed to be necessary for the public health, welfare and safety of the citizens of Seattle."

The agreement so authorized is attached to the bill and marked Exhibit "I" and made a part thereof, and is in the same terms as the previous draft prepared by Metro and with which the City Engineer in C.F. 239867 states he is in "substantial agreement" except those relating to city personnel and the effect of dissolution of Metro or the city, which are in accord with Ch. 35.58 RCW and are not subject to change by contract in our opinion. Certain changes in dates as directed by your committee have been made by Metro in the later draft.

The amount of "reimbursement" for certain city facilities referred to in Exhibit "A" to the agreement, and to be used by Metro, which was left blank on p. 9 of the previous draft, has been inserted by Metro and is \$6,285,660, which figure has presumably been agreed to by the City Engineer, plus "actual cost" to the city of additions, if any, to such facilities prior to take over by Metro. The city is to give Metro written notice prior to

Page 2

December 1, 1960 concerning the manner and method of such "reimbursement" viz. cash not later than July 1, 1962 or credit against the city's monthly disposal charge with interest at 4% per annum.

Said C.F. 239867 to which we have attached the latest draft of agreement, is herewith returned with the suggestion the City Engineer check the same as to substance.

Yours very truly



A. C. VAN SOELEN
Corporation Counsel

ACV:FF

Enc

cc Mayor Clinton
City Engineer
James R. Ellis, Attorney
Northern Life Tower
Seattle 1

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made and executed this _____ day
of _____, 1960, between the City of Seattle,
a municipal corporation of the State of Washington, hereinafter
referred to as "the City" and the MUNICIPALITY OF METROPOLITAN
SEATTLE, a municipal corporation 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 residents of the City 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 dis-
pose of their sewage in accordance with a comprehensive plan
for the metropolitan area; and

WHEREAS, Metro was established by vote of the people
in the metropolitan area pursuant to Chapter 35.58 RCW for the
purpose of performing the function of metropolitan sewage dis-
posal, has adopted a comprehensive plan for the disposal of
sewage from the metropolitan area and intends to develop the
facilities needed to carry out such plan and to issue revenue
bonds to finance such development; and

Exhibit "I"

WHEREAS, to carry out the purposes of Metro and perform its authorized function and to provide for the disposal of sewage from the City into the metropolitan sewage disposal system it is necessary that a contract 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 contract shall have the meanings hereinafter set forth in this section:

- (a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan for the metropolitan area adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and as same may be hereafter amended from time to time in the manner required by law.
- (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 the 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. The City agrees to deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it and Metro agrees to accept such sewage and wastes 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, corporation or governmental agency which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of any Participant without the written consent of such Participant.

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 City 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 City 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 collected by the City and delivered to Metro, the City shall pay to Metro on or before the last day of each month during the term of this agreement, commencing with the month of July, 1962, 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 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. The first report shall cover the quarterly period ending December 31, 1960 and shall be submitted on or before March 1, 1961. Succeeding reports shall be made for each quarterly period hereafter and shall be submitted within thirty (30) days following the end of the quarter. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

2. 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 for each such quarterly period beginning with the July-September quarter of the year 1962. 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 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.

3. For the period from July 1, 1962 to December 31, 1963, the monthly rate for each Residential Customer and Residential Customer equivalent of the City shall be Two dollars (\$2.00) and the monthly sewage disposal charge to be paid by each Participant to Metro shall be obtained by multiplying the number of Residential Customers and Residential Customer equivalents of the Participant as determined in subparagraph 2 of this section by the monthly rate of Two dollars.

4. For each calendar year after the year 1963, 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 4(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 ascertained in accordance with subparagraph 2 of this section 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 at 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 determined as provided in Paragraph 2 of this section. 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 which are constructed after January 1, 1961 in excess of the minimum standard established by the general rules and regulations of Metro.

5. 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 during the term of this agreement commencing with the month of July 1962 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.

6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the Sewerage Utility created by Ordinance No. 84390. The City further binds itself to establish, maintain and collect City sewerage charges sufficient to pay all costs of maintenance and operation of the City Sewerage Utility, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of maintenance and operation of the City Sewerage Utility and that the City shall have the right to fix its own schedule of sewerage rates and charges, provided that same shall produce revenue sufficient to meet the covenants contained in this agreement.

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. Use of Facilities Owned or Operated by the City. Effective July 1, 1962, or such earlier date as may be mutually agreed upon (hereinafter called "takeover date"), Metro shall have the exclusive right to use and the duty to maintain, operate, repair and replace the facilities owned by the City which are described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to the continued availability of such facilities to receive, transport or treat sewage delivered by the City. From and after the takeover date Metro shall acquire, construct, maintain, operate, repair and replace all facilities now or hereafter required for the treatment and disposal of sewage delivered by the City and the City shall make payment for such treatment and disposal as provided in Section 5 of this Agreement.

For the privilege of using the facilities described in Exhibit "A" Metro shall pay to the City the total amount of Six Million Two Hundred Eighty-five Thousand Six Hundred Sixty Dollars (\$6,285,660.00) (hereinafter called "amount of reimbursement"). If the City shall construct improvements or additions to the facilities described in Exhibit "A"

with the approval of Metro after the date of this Agreement and prior to the takeover date, the City shall be reimbursed for the actual cost thereof in cash within thirty (30) days following the said takeover date in addition to the amount of reimbursement set forth above. The right of Metro to use facilities designated as "temporary" shall expire six months following the date of completion as determined by Metro of permanent metropolitan facilities adequate to replace such temporary facilities. The City shall continue to own the facilities described in this Section 9 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities.

The City shall give written notice to Metro prior to December 1, 1960, setting forth the manner in which the amount of reimbursement shall be paid. The City may elect to receive all or any portion of said amount in cash within thirty (30) days following the date of delivery of revenue bonds issued by Metro for the purpose of providing funds therefor and, in any event, not later than July 1, 1962 (hereinafter called "cash payment date") and may elect to receive any portion which is not paid on said cash payment date together with interest thereon at the rate of 4% per annum from said date, in the form of a credit against the City's monthly sewage disposal charge in equal monthly amounts sufficient to amortize such unpaid amount of reimbursement and interest thereon prior

to July 1, 1977. The City may at any time after the cash payment date elect to receive any unpaid portion of the amount of reimbursement in cash with interest at the rate of 4% per annum to date of final payment by giving written notice to Metro at least one year prior to the date such final payment is to be made.

Section 10. 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 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 City as a result of the operation of the Local Sewerage Facilities of the City shall be the sole liability of the City.

Section 11. 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 City should be dissolved, the local sewer facilities owned and operated by the City shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the City 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.

Section 12. 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 for a period of fifty years unless prior to the takeover date Metro shall not have entered into a firm commitment for the sale of revenue bonds to finance any portion of the Comprehensive Plan, then in such event only, this Agreement shall be terminated as of said date. Metro shall make every reasonable effort to secure such a commitment prior to said date.

Section 13. 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
Seattle, Washington

City of Seattle
Seattle, Washington,

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 14. Execution of Documents. This Agreement shall be executed in twenty 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 15. 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 or any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 16. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 17. 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 concerning the disposal of sewage by the City and acceptance of such sewage by Metro for disposal.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement as of the day and year first above written.

CITY OF SEATTLE

By _____
Gordon S. Clinton
Mayor

ATTEST:

C. G. Erlandson
City Comptroller and City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By _____
C. Carey Donworth
Chairman of the Council

ATTEST:

Maralyn Sullivan
Clerk of the Council

EXHIBIT "A"

PERMANENT FACILITIES

FACILITY	FROM	TO	COMPREHENSIVE PLAN DESIGNATION (See Footnote)	COMPREHENSIVE PLAN REFERENCE (See Footnote)
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Sewers

- | | | | | |
|---|---|--------------------------------------|---|--|
| 1. North Trunk | Ravenna Ave. & E. 54th St. | Shelbourn Bay Outfall | N16, N17, N23, N24, N25, B20, B21 | Table 15-11, Figure 15-7
Table 15-4, Figure 15-4 |
| 2. Ballard Section of North Trunk | 11th Ave. N.W. and W. 50th St. | Commodore Way & Approx. 24th Ave. W. | LU16, LU17, LU18, LU19 | Table 15-36, Figure 15-18 |
| 3. Central Section of North Trunk | Virginia St. & 7th Ave. | Nickerson St. & 3rd Ave. W. | LU9, LU10, LU11, LU12, LU13, LU14, LU15 | Table 15-36, Figure 15-18 |
| 4. Lake Washington Section of North Trunk | E. Fine St. & Lake Washington Blvd. | | PS-SWW3, SWW14, SWW15, SWW17, PS-SWW4, SWW16, SWW18, SWW19, SWW20, LU2, LU1 | Table 15-36, Figure 15-18 |
| 5. Green Lake - Laurelhurst Trunk | Laurelhurst Lane & Approx. 50th N.E. | Ravenna Ave. & E. 54th St. | N18, N19, N20, N21, N22
NW14
N10, N11, PS-N3, N12, N13, PS-N4, N14, N15 | Table 15-11, Figure 15-7
Table 15-34, Figure 15-16 |
| 6. Henderson - East Marginal Way Trunk | Ashworth Ave. & E. 90th St.
Perry St. & Rainier Ave.
Empire Way & Othello St. | Diagonal Ave. Sewage Treatment Plant | LU4 (part), LU5, LU6, LU7, LU8
SWW1, SWW2, PS-SWW1, SWW3, SWW4, SWW5, SWW6, SWW7, SWW8, SWW9, B10, PS-B2, B11, B12 | Table 15-36, Figure 15-18
Table 15-11, Figure 15-7
Table 15-4, Figure 15-4 |

PERMANENT FACILITIES (Continued)

FACILITY	FROM	TO	COMPREHENSIVE PLAN DESIGNATION (See Footnote)	COMPREHENSIVE PLAN REFERENCE (See Footnote)
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sewers (continued)

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|---------------------------------------|---|---------------------------------------|--|---|
| 7. Rainier-Hanford Trunk | Charles-town St. & 45th Ave. S.)
Holgate St. & 22nd Ave. S.) | Elliott Bay at Foot of Hanford St. | SWW10, PS-SWW2, SWW11
SWW13, SWW12, N26, N27 | Table 15-36, Figure 15-18
Table 15-11, Figure 15-7 |
| 8. Lake Union Tunnel | E. Republican St. & Terry Ave. N. | Elliott Bay at Foot of Denny Way | LU20 | Table 15-36, Figure 15-18 |
| 9. Delridge Trunk | Myrtle & 24th Ave. S. W. | Spokane St. & 26th Ave. S. W. | EB4, EB5, EB6 | Table 15-36, Figure 15-18 |
| 10. West Duwamish Trunk | Rose St. & 8th Ave. S. | Duwamish River at Foot of 8th Ave. S. | EB10 | Table 15-36, Figure 15-18 |
| 11. West Seattle Trunks | W. Barton St. Pumping Station
53rd Ave. S.W. Pumping Station | Alki Point Sewage Treatment Plant | PS-SPS2, SPS29, SPS30,
PS-SPS3, SPS31, SPS32,
SPS33, SPS34, PS-SPS4,
SPS35, SPS36, PS-SPS5,
SPS37, SPS38 | Table 15-17, Figure 15-12 |
| 12. Lake City North Trunk | E. 145th St. & Approx. 5th Ave. N. E. | Lake City Sewage Treatment Plant | NWW8, NWW9, NWW10 | Table 15-34, Figure 15-16 |
| 13. Lake City West Trunk | Roosevelt Way & E. 107th St. | Lake City Sewage Treatment Plant | NWW11 (550 lineal feet-30 inch & 4,8 ³⁰ lineal feet-24 inch) | Table 15-34, Figure 15-16 |
| 14. Lake City ULID No. 5 Trunk | N. 107th St. Between Aurora & Midvale Aves. 90th St. | Ashworth Ave. & N. | LU2 & part.-LU4 (4,230 lineal feet-30 inch & 2,110 lineal feet-24 inch) | Table 15-36, Figure 15-18 |
| 15. Greenwood Ave. Trunks and Outfall | Holman Road & 7th Ave. N. W. | Puget Sound Outfall | NPS2, NPS3, NPS4,
NPS5 | Table 15-30, Figure 15-13 |

PERMANENT FACILITIES (Continued)

FACILITY	COMPREHENSIVE PLAN DESIGNATION (See Footnote)	COMPREHENSIVE PLAN REFERENCE (See Footnote)
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Sewage Treatment Plants

1. Alki Point STP-SPS5 Table 15-27, Figure 15-12

Consists of several parcels of land and the improvements thereon, more particularly described as follows:

Parcel A.

Beginning at a point on the southern boundary of Tract 22, Alki Point, according to plat recorded in Volume 8 of Plats, Page 9, records of said county, distance south 52° 09' 52" east 179.47 feet from the southwest corner of said Tract 22, and running thence south 52° 09' 52" east 37.39 feet; thence north 1° 11' 24" east 186.95 feet; thence north 52° 09' 52" west 37.39 feet; thence south 1° 11' 24" west 186.95 feet to the place of beginning (Being known as Lot 4 of the unrecorded subdivision of Tract 22, Alki Point being a tract 30 feet in width measured at right angles to the side lines).

TOGETHER with that portion of vacated Wiley adjoining which would attach by operation of law.

Parcel B.

Beginning at a point in the east line of Tract 22, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county, which is south 1° 11' 24" west 300.40 feet from the northeast corner of said Tract 22; thence north 88° 48' 36" west 55.00 feet to the true point of beginning; thence south 1° 11' 24" west 88.54 feet; thence north 52° 09' 52" west 81.21 feet; thence north 88° 48' 36" west 59.81 feet; thence north 1° 11' 24" east 40 feet to a point from which the true point of beginning bears south 88° 48' 36" east; thence south 88° 48' 36" east 125.05 feet to the true point of beginning,

EXCEPT that portion thereof lying within the following described tract: Beginning at a point which is the intersection of the northeast

PERMANENT FACILITIES (Continued)

margin of Beach Drive and the east margin of Benton Place; thence along the east margin of Benton Place on a course north 1° 11' 24" east for a distance of 202.40 feet, to the intersection of the east margin of Benton Place and the property line of the City of Seattle's Alki Sewage Plant; thence south 88° 48' 36" east along said sewage plant property line a distance of 12.21 feet to the true point of beginning; thence south 37° 50' 09" west a distance of 39.62 feet; thence south 52° 09' 51" east a distance of 59.93 feet; thence north 37° 50' 39" east a distance of 46.92 feet; thence north 52° 09' 51" east a distance of 50.13 feet to a point on the property line of the Alki Sewage Plant; thence north 88° 48' 36" west along said property line a distance of 12.21 feet to the true point of beginning.

TOGETHER WITH that portion of the vacated alley adjoining which would attach by operation of law.

Parcel C.

Beginning at a point in the east line of Tract 22, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county, which is south 1° 11' 24" west 300.40 feet from the northeast corner of said Tract 22; thence south 1° 11' 24" west 129.45 feet; thence north 52° 09' 52" west 68.55 feet; thence north 1° 11' 24" east 88.54 feet to a point from which the point of beginning bears south 88° 48' 36" east; thence south 88° 48' 36" east 55 feet to the point of beginning, EXCEPT that portion thereof lying within the following described tract:

Beginning at a point which is the intersection of the northeast margin of Beach Drive and the east margin of Benton Place; thence along the east margin of Benton Place on a course north 1° 11' 24" east for a distance of 202.40 feet, to the intersection of the east margin of Benton Place and the property line of the City of Seattle's Alki Sewage Plant; thence south 88° 48' 36" east along said sewage plant property line a distance of 135.22 feet to the true point of beginning; thence south 37° 50' 09" west a distance of 39.62 feet; thence south 52° 09' 51" east a distance of 59.93 feet; thence north 37° 50' 39" east a distance of 46.92 feet; thence north 52° 09' 51" east a distance of 50.13 feet to a point on the property line of the Alki Sewage Plant; thence north 88° 48' 36" west along said property line a distance of 12.21 feet to the true point of beginning,

TOGETHER WITH that portion of the vacated alley adjoining which would attach by operation of law.

PERMANENT FACILITIES (Continued)

parcel D.

All those portions of Tract 22, Alki Point, according to plat thereof in Volume 8 of Plats, page 19, records of said county, described as follows:

(a) Beginning at a point on the south boundary of said tract, which point is south 52° 09' 52" east 179.47 feet from the southwest corner thereof; thence north 1° 11' 24" east 186.95 feet; thence north 52° 09' 52" west 80.37 feet; thence north 88° 48' 36" west 54.51 feet; thence south 1° 11' 24" west 146.40 feet to the point of beginning,

TOGETHER WITH that portion of the vacated alley adjoining which would attach by operation of law;

(b) Beginning at the southeast corner of said Tract 22, thence north 1° 11' 24" east along the east line thereof, 186.95 feet; thence north 52° 09' 52" west 38.71 feet; thence south 1° 11' 24" west 186.95 feet to the northerly line of Beach Drive; thence south 52° 09' 52" east 38.71 feet to the point of beginning, TOGETHER WITH that portion of the vacated alley adjoining which would attach by operation of law.

Parcel E.

All that portion of Tract 23, described as follows:

Beginning at a point on the west line of said tract which is 267.40 feet distant measured south along said west line from the northwest corner of said tract; thence east along a line parallel to the north line of said tract to its intersection with a line 65 feet distant west from and parallel to the north and south centerline of said tract; thence north along said last named parallel line to the south margin of West Hanford Street; thence east along said south margin to the north and south centerline of said Tract 23; thence south along said centerline to the northeasterly marginal boundary line of Beach Drive; thence northwesterly along said northeasterly marginal boundary line to the west line of said Tract 23; thence north along said west line to the point of beginning.

Parcel F.

The north 340.16 feet of the east half of Tract 23, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

PERMANENT FACILITIES (Continued)

Parcel G.

South 80 feet of the north 420.16 feet of the east half of Tract 23, Alki Point, according to plat recorded in Volume 8 of Plats, page 19, records of said county.

Parcel H.

The south 60.00 feet of the north 480.16 feet of the east half of Tract 23, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

Parcel I.

The south 80 feet of the north 560.16 feet of the east half of Tract 23, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

Parcel J.

The north 80.16 feet of the west half of Tract 24, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county, EXCEPT the east 55 feet thereof.

Parcel K.

The east 55 feet of the north 80.16 feet of the west half of Tract 24, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

Parcel L.

(a) The south 320 feet of the north 480.16 feet of the west half of Tract 24, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county;

(b) The west 91.55 feet of the south 80 feet of the north 560.16 feet of the west half of Tract 24, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

Parcel M.

The east 69.50 feet of the south 80 feet of the north 560.16 feet of the west half of Tract 24, Alki Point, according to plat thereof recorded in Volume 8 of Plats, page 19, records of said county.

NOTE: COMPREHENSIVE PLAN DESIGNATION AND REFERENCE TO COMPANIED IN METROPOLITAN SEWATTLE
SEWERAGE AND DRAINAGE SURVEY REPORT.

TEMPORARY FACILITIES

FACILITY	COMPREHENSIVE PLAN DESIGNATION (See Footnote)	COMPREHENSIVE PLAN REFERENCE (See Footnote)
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Sewage Treatment Plants

1. Diagonal Ave.

None

None

Consists of several parcels of land and the improvements thereon, more particularly described as follows:

Parcel A.

All that portion of unplatted Government Lot 4, Section 18, Township 24 North, Range 4 E.W.M., lying south of West Oregon Street, as condemned by Ordinance No. 53489, excepting the portion thereof of condemned and appropriated for Commercial Waterway No. 1 and EXCEPT portion described as follows:
Beginning at a point on the southwesterly line of Block 389, Seattle Tide Lands, 32.18 feet southeasterly (measured along said southwesterly line) from the easterly line of Commercial Waterway No. 1; thence southerly in a straight line a distance of 89.30 feet to a point on the easterly line of said waterway; thence north 19° 35' 39" west along said easterly line a distance of 108.91 feet to an intersection with said southwesterly line of said Block 389; thence south 64° 48' 55" east along said southwesterly line, a distance of 32.18 feet to point of beginning.

Parcel B.

The north 236.75 feet of the south 473.5 feet of the west 230 feet of the east 1090 feet of Government Lot 4, Section 18, Township 24 North, Range 4 E.W.M., EXCEPT portion condemned for Commercial Waterway No. 1, containing an area of 1670 square feet, more or less.

Parcel C.

ALL of Blocks 380 and 383, Seattle Tide Lands, EXCEPT that portion of said Block 380 condemned for East Marginal Way as provided by Ordinance No. 32881 of City of Seattle.

TEMPORARY FACILITIES (Continued)

FACILITY	COMPREHENSIVE PLAN DESIGNATION (See Footnote)	COMPREHENSIVE PLAN REFERENCE (See Footnote)
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Parcel D.

Lots 1, 4, 5, 6, 7 and 8, Block 389, Seattle Tide Lands Addition, EXCEPT that portion of said Lots 4 to 8, inclusive, condemned by Commercial Waterway No. 1

Parcel E.

All those portions of Lots 1, 2, 3, 4, 5, 14 and 15, in David Kellogg's Acre Lots, as platted in Government Lot 11, Section 19, Township 24 North, Range 4 E.W.M., (as recorded in Volume 4 of Plats, page 98, records of said county), lying northwesterly of Diagonal Avenue, as established by Ordinance Nos. 61814 and 62077, EXCEPTING therefrom the portions of said lots condemned and appropriated for Commercial Waterway No. 1.

Lake City

The south half of the southwest quarter of the southwest quarter of Section 27, Township 26 North, Range 4 E.W.M.; EXCEPT the east one-fourth and the west one-fourth thereof; and EXCEPT the east 30 feet thereof conveyed to King County for road purposes by deed recorded under Auditor's file No. 3347588.

Greenwood Avenue

Beginning at a point in Carkeek Park, which point is 459.62 feet south and 30.08 feet west of the northwest corner of the northeast one-quarter of the southwest one-quarter of Section 25, Township 26 North, Range 3 E.W.M.; thence south 8° 7' 10" west 250 feet; thence south 81° 52' 50" east 500 feet; thence north 8° 7' 10" east 250 feet; thence north 81° 52' 50" west 500 feet to the point of beginning.

TEMPORARY FACILITIES (Continued)

CITY

COMPREHENSIVE
PLAN DESIGNATION
(See Footnote)

COMPREHENSIVE
PLAN REFERENCE
(See Footnote)

North Beach

None

None

Lot 1, Block 1, North Beach Addition to the City of Seattle, according to plat thereof recorded in Volume 28 of Plats, page 45, records of said county.

NOTE:

Comprehensive Plan Designation and reference are as set forth in the "Metropolitan Seattle Sewerage and Drainage Survey" dated March 1958 and referred to in Section 1 of Resolution No. 23 of Metro.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this _____ day of _____, 19____,
before me personally appeared GORDON S. CLINTON and C. G.
ERLANDSON, to me known to be the Mayor and City Comptroller
and City Clerk, respectively, of the City of Seattle, a
municipal corporation, and acknowledged the within and fore-
going instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned,
and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal
of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this _____ day of _____, 19____,
before me personally appeared C. CAREY DONWORTH and MARALYN
SULLIVAN, to me known to be the Chairman of the Council and
Clerk of the Council, respectively, of the Municipality of
Metropolitan Seattle, a municipal corporation, and acknowledged
the within and foregoing instrument to be the free and
voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal affixed
is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

ORDINANCE NO. 89363

AN ORDINANCE relating to the Municipal Sewerage Utility, authorizing a fifty year agreement with the Municipality of Metropolitan Seattle for the treatment and disposal of all sewage collected by the city; providing for the payment by the city of a monthly charge therefor out of the gross revenues of such utility, beginning in July 1962 and continuing for the term of such agreement, and for reimbursement to the city for the use of certain city sewerage facilities.

WHEREAS, the Municipality of Metropolitan Seattle has approved a comprehensive sewage disposal plan and desires to develop the facilities provided for in such plan and to perform sewage disposal services for Seattle and other cities and sewer districts in the metropolitan area at the earliest practicable time; and

WHEREAS, said municipality in order to finance such plan will issue its revenue bonds therefor and has tendered in such connection a fifty year agreement for the disposal of sewage collected by the City of Seattle, which agreement is referred to in C. F. 239867 and is hereto attached as Exhibit "I"; and

WHEREAS, such agreement is deemed to be necessary for the public health, welfare and safety of the citizens of Seattle; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized and directed on behalf of the City of Seattle, to enter into and execute and deliver and secure the proper execution and delivery of an agreement with the Municipality of Metropolitan Seattle, which shall be substantially in the form set forth in Exhibit "I" hereto attached and made a part hereof, whereby said municipality will provide all the facilities for, and treat and dispose of all sewage collected by The City of Seattle, for which service the city will pay a monthly sewage disposal charge beginning in July 1962 and continuing for the term of the agreement, and which agreement further "irrevocably obligates" the city to collect city sewerage charges sufficient to pay such disposal charge and all costs of maintenance and operation of the city Sewerage Utility and the sewerage revenue bonds of the city out of the gross revenues of the city's Sewerage Utility for such period.

Such agreement, which also contemplates that said municipality will acquire the use of and operate and maintain certain sewage disposal facilities of the city for which it will pay to, or credit the city with \$6,285,660, shall be executed in twenty counterparts, one to be delivered to the City Engineer, one retained by the City Comptroller and numbered and filed in the records of his office, and such number as may be required delivered to the Municipality of Metropolitan Seattle.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6th day of June, 1960, and signed by me in open session in authentication of its passage this 6th day of June, 1960.

DAVID LEVINE,
President of the City Council.

"The foregoing Bill was, on the 3th day of June, 1960, presented to the Mayor who returned the same to the City Council without his approval or disapproval on the 20th day of June, 1960."

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By W. A. PERINE,
Deputy Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, June 27, 1961.

Affidavit of Publication

STATE OF WASHINGTON,
COUNTY OF KING

M. E. Brown, being first duly sworn, on oath deposes and says that he is the business manager and one of the publishers of The Daily Journal of Commerce, a daily newspaper. That said newspaper is a legal newspaper and it is now and has been for more than six months prior to the date of the publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of said newspaper. That the said Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of said King County.

That the annexed is a true copy of _____

ORDINANCE NO 89363

_____ as it was published in the regular issue (and not in supplement form) of said newspaper on the 27th day of June 1961 and that said newspaper was regularly distributed to its subscribers during all of said period.

Subscribed and sworn to before me this

27th day of June 1961

Notary Public in and for the State of Washington, residing at Seattle.
(This form officially sanctioned by Washington State Press Association, affidavit form 1.)