TIERNEY & BLAKNEY, P.C.

2955 - 80th Avenue SE Suite 102 Mercer Island, WA 98040-2975 Robert Zeinemann* Attorney at Law

E-mail: zeinemann@tierneylaw.com

Phone: (206) 232-3074 Facsimile: (206) 232-3076 *ALSO ADMITTED IN WISCONSIN

December 4, 2012

City of Redmond Planning Commission Franz Wiechers-Gregory, Chair 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710

RE: Rose Hill Heights South Sewer Plan Amendment L120162; L120405 SEPA

Dear Planning Commission Members:

We have examined the inter-local agreement between the Redmond and Kirkland that allows the St. George Coptic Church to use Kirkland's sewer main in 132nd ("Coptic Church Inter-local Agreement"; applicant's Exhibit 23). The Coptic Church Inter-local Agreement could serve as a model for an inter-local agreement between Kirkland and Redmond that addresses the area in the proposed amendment.

Under the terms of the Coptic Church Inter-local Agreement, Redmond is the provider of sanitary sewer service to the St. George's Coptic Church: "The Church shall at all times be a Redmond sanitary sewer customer and subject to Redmond's rates and charges, including connection charges." Coptic Church Inter-local Agreement at 2, ¶ 5 (emphasis supplied). Under that inter-local agreement, Redmond built an eight inch main from the Coptic Church to Kirkland's sewer main in 132nd: "Kirkland hereby grants Redmond permission to connect an eight inch (8") sanitary sewer main ("The Redmond Main") to the existing Kirkland sewer manhole..." *Id.* at 1, ¶ 2 (emphasis supplied). And "[t]he Church will connect the Church property to Redmond main by side sewer extension" and Kirkland is but to "accept wastewater from the church property into the Kirkland sewer system for transmission to King County for treatment..." *Id.* at 2, ¶ 3 (emphasis supplied). The result is that via the Coptic Church Interlocal Agreement, the Coptic Church is connected to a Redmond sewer main, and service to the Church is in fact provided by Redmond.

A similar inter-local agreement could be drafted to address the area in the proposal. Redmond's staff has written: "it is almost certain that a sewer main will need to be extended into the property, not a number of side sewers." Planning Commission Issues Matrix for Dec. 5, 2012 at 2. That sewer main would be a Redmond main. Thus, as the properties in the amendment area redevelop, they would connect to Redmond mains running west to the larger Kirkland main in 132nd. Under an inter-local agreement with terms similar to the Coptic Church Inter-local

Redmond Planning Commission Franz Wiechers-Gregory, Chair December 4, 2012 Page 2

Agreement, the utility policies cited in the Technical Report that call for use of Redmond sewers, such as UT-28 and UT-29, are met.

- Policy UT-28 states: "Ensure that Redmond is the primary provider of wastewater service within the city limits." The Coptic Church Inter-local specifically made Redmond the provider of sewer service to the Church. A similar inter-local agreement could be drafted to do the same for the area in the proposed amendment. It is also with noting the UT-28 calls for Redmond to the "primary provider" of sewer service, not the only provider.
- Policy UT-29 states: "Require connection to the City wastewater system for all new development..." Again, a Redmond main connecting to Kirkland's main via an interlocal means the properties are in fact connecting to Redmond's system. The proposal does not contradict policy UT-29.

The wastewater collected by Redmond's sewers eventually leaves the City of Redmond and it is transported significant distances to the regional wastewater treatment facility owned and operated by King County. Redmond eventually cedes control over all the wastewater it collects as the sewage flows beyond the City limits. The question underlying the proposal is where the inevitable outflow of wastewater from Redmond should happen. Here, the sensible policy is for Redmond mains to patch into Kirkland's existing sewer main in 132nd to allow immediate service to an area that desperately needs municipal sewers. Kirkland and Redmond's wastewaters eventually flow to the same place. Kirkland is obviously a capable partner that disposes wastewater responsibly and properly. A neighboring city offered its facilities to solve a problem of failing septic systems that Redmond has no plan to address, other than wait and hope a developer will someday pay to fix it. This is a case where Redmond can and should loosen its grip over wastewater and allow connection to Kirkland's sewer main, rather than require a duplicate sewer line.

Sincerely,

Robert Zeinemann, AICP

Attorney for Emerald Commercial II, LLC

¹ Under policy UT-29, Redmond will "extend a waiver in limited circumstances where the economic impact of connection is high and there is no public safety concern." We believe this waiver is applicable here. The proposal addresses a limited circumstance where the direct economic impact of connection is high (see Exhibits 9, 31, 36), and there is significant negative economic impacts to the city and local economy (see Exhibits 14-15, 38), and to property owners.