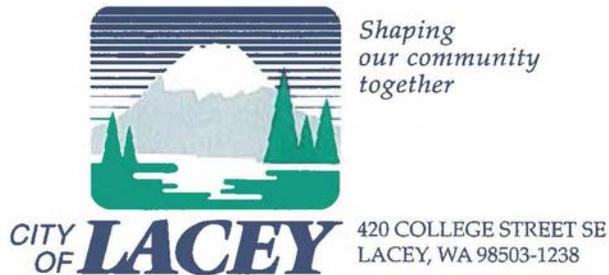


Appendix K

SEPA Checklist



CITY COUNCIL

ANDY RYDER
Mayor

CYNTHIA PRATT
Deputy Mayor

VIRGIL CLARKSON
JEFF GADMAN
LENNY GRENSTEIN
JASON HEARN
MICHAEL STEADMAN

CITY MANAGER
SCOTT H. SPENCE

DETERMINATION OF NONSIGNIFICANCE

Description of Proposal: Update to the City of Lacey Wastewater Comprehensive Plan. The purpose of the Wastewater Comprehensive Plan is to provide documentation of the existing utility, provide guidance for future operation and expansion, and to ensure the utility's sustainability into the future. Topics addressed in the plan include utility service and extension policies, population and flow projections, analysis of existing facilities, documentation of operation and maintenance practices, capital improvement plan, and financial plan.

Proponent: City of Lacey

Location of Proposal: The revisions will apply within the City of Lacey and within applicable utility service areas located within the City's Urban Growth Area in unincorporated Thurston County.

Lead Agency: City of Lacey Community Development Department

Threshold Determination: As provided by RCW 43.21C.240 and WAC 197-11-158, the lead agency has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the applicable development regulations and comprehensive plan adopted under Chapter 36.70A RCW and in other local, state, or federal laws or rules. Therefore, this proposal is not likely to have a significant adverse impact upon the environment, an Environmental Impact Statement is not required under RCW 43.21C.030(2)(C), and the City of Lacey will not require additional mitigation measures under SEPA. This decision was made after review of an Environmental Checklist and other information on file with the City. This information is available to the public upon request.

X This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days. Comments must be submitted by Monday, November 10, 2014.



TDD Relay
1-800-833-6388

City Council
(360) 491-3214

City Manager
(360) 491-3214

City Attorney
(360) 491-1802

Community Development
(360) 491-5642

Finance
(360) 491-3212

Parks & Recreation
(360) 491-0857

Police
(360) 459-4333

Public Works
(360) 491-5600

Fax #
(360) 438-2669



Assigned Staff Person: Ryan Andrews, Planning Manager

Responsible Official: Rick Walk, AICP, Director of Community Development

Address: 420 College Street SE, Lacey, WA 98503

Phone: (360) 491-5642 **Fax:** (360) 438-2669

Date: October 27, 2014

Signature:

A handwritten signature in black ink, appearing to read "Rick Walk", is written over a solid horizontal line.

Appeal Deadline: 5:00 p.m. on November 10, 2014

NOTE: Pursuant to RCW 43.21.C.075 and Lacey Municipal Code 14.24.170(A), a project denial based upon environmental information, and a conditioned or mitigated Determination of Nonsignificance (DNS) may be appealed by any agency or aggrieved person. Appeals are filed either with the Community Development Department when there is also an underlying governmental action or with the City Council if there is no underlying governmental action. Appeals to the City Council must be filed within fourteen (14) days of the issuance of the written decision (refer to the Lacey Municipal Code for time periods on appeals filed with the Community Development Department).

cc: Department of Ecology



CITY OF LACEY
Community Development Department
420 College Street SE
Lacey, WA 98503
(360) 491-5642

OFFICIAL USE ONLY

Case Number: _____

Date Received: _____

By: _____

Related Case Numbers:

WAC 197-11-960
ENVIRONMENTAL CHECKLIST

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

City of Lacey Wastewater Comprehensive Plan Update

2. Name of applicant: [\[help\]](#)

City of Lacey

3. Address and phone number of applicant and contact person: [\[help\]](#)

Brandon McAllister, Utilities Engineer
420 College St. SE, Lacey, WA 98503
(360) 413-4386

4. Date checklist prepared: [\[help\]](#)

October 22, 2014

5. Agency requesting checklist: [\[help\]](#)

City of Lacey

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Review and public hearing to be held by Lacey Planning Commission in November, 2014. Council adoption following Washington State Department of Ecology Approval (2014-2015). Individual projects are proposed throughout the 20-year planning period.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Providing wastewater service to an increasing population will be an ongoing effort requiring periodic updates in planning and programmed expansion of infrastructure to service increased demand. Changes to both short and long range plans and infrastructure may be necessary to address developing issues and concerns. All such changes will require additional analysis and environmental work if applicable.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

Impacts that are most relevant to the planning of wastewater utilities are in the context of the utility's relationship with planned land use. This Plan is based upon land use planning and is anticipated to influence land use consistent with the dispersion, form and density that has been planned. The

Wastewater Comprehensive Plan is expected to help implement planned land use. As such, environmental documents that have reviewed expected impacts from the City's Comprehensive Land Use Plan are representative of the impacts that Lacey's planning under GMA will be expected to have.

General impacts expected from implementation of Lacey's GMA Plan as well as general urbanization under GMA have been identified in a number of environmental documents. These include an environmental impact statement prepared in 1987 to address Lacey's downtown element, an environmental impact statement prepared on the original GMA plan and associated growth strategies in 1994, an expanded environmental checklist prepared on the Land Use Plans update in 2003 and more recently an Impact statement prepared on the Gateway project in 2008. All of these documents looked at general impacts expected from urbanization, planned land use strategies and implementation of smart growth concepts required under GMA.

All of these documents are available at Lacey City Hall.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

This is a non-project action. There is no one specific property the Wastewater Comprehensive Plan will impact. Wastewater infrastructure will take place throughout the City and its designated growth area to service development planned under GMA. As individual development projects occur individual site specific impacts will be evaluated and mitigated.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

Planning Commission and City Council approvals. Also, environmental review approval is required from the responsible official. Review and approval of the Wastewater Comprehensive Plan is required by the state Department of Ecology.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

This plan includes and/or considers the following items:

- Current and historical information about the wastewater system,
- Wastewater utility regulations and policies,
- Growth and wastewater generation projections,
- Existing and future infrastructure,
- Hydraulic analysis,

- Capital improvements,
- Financial analysis,
- Operation and maintenance.

Projects originating as a result of this plan will be completed on a project specific basis in compliance with all local, state, and federal regulations.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The area includes the incorporated City of Lacey and its urban growth area.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. General description of the site [\[help\]](#)
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____

This is a non-project action. Not applicable.

- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

This is a non-project action. Not applicable.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

This is a non-project action. Not applicable.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

This is a non-project action. Not applicable.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

This is a non-project action. Not applicable.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

This is a non-project action. Not applicable.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

This is a non-project action. Not applicable.

2. Air

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Wastewater collection facilities have the potential to emit offensive odors. Lacey utilizes multiple strategies in mitigating such odors, those strategies include aeration, filtration, and chemical additions.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

This is a non-project action. Not applicable.

3. Water

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

Yes. Lacey has a number of lakes within its incorporated boundary and within the designated growth boundary.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

This is a non-project action. Not applicable.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

This is a non-project action. Not applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

This is a non-project action. Not applicable.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

This is a non-project action. Not applicable.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

All wastewater is directed to LOTT for treatment and reclamation, any discharges are regulated by the Washington State Department of Ecology through LOTT's NPDES permit.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

This is a non-project action. Not applicable.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

This is a non-project action. Not applicable.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

This is a non-project action. Not applicable.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

This is a non-project action. Not applicable.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

This is a non-project action. Not applicable.

4. **Plants** [\[help\]](#)

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. Check the types of vegetation found on the site: [\[help\]](#)

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

This is a non-project action. Not applicable.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

This is a non-project action. Not applicable.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

This is a non-project action. Not applicable.

e. List all noxious weeds and invasive species known to be on or near the site.

This is a non-project action. Not applicable.

5. **Animals**

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

This is a non-project action. Not applicable.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

This is a non-project action. Not applicable.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

This is a non-project action. Not applicable.

- e. List any invasive animal species known to be on or near the site.

This is a non-project action. Not applicable.

6. Energy and natural resources

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

This is a non-project action. Not applicable.

- b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

7. Environmental health

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
If so, describe. [\[help\]](#)

This is a non-project action. Not applicable.

- 1) Describe any known or possible contamination at the site from present or past uses.

This is a non-project action. Not applicable.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

This is a non-project action. Not applicable.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

This is a non-project action. Not applicable.

- 4) Describe special emergency services that might be required.

This is a non-project action. Not applicable.

5) Proposed measures to reduce or control environmental health hazards, if any:

The City's Wastewater Comprehensive Plan and Spill Response Plan address measures for preventing and responding to environmental and public health hazards.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

This is a non-project action. Not applicable.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

This is a non-project action. Not applicable.

3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

8. Land and shoreline use

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

This is a non-project action. Not applicable.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

This is a non-project action. Not applicable.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

This is a non-project action. Not applicable.

c. Describe any structures on the site. [\[help\]](#)

This is a non-project action. Not applicable.

d. Will any structures be demolished? If so, what? [\[help\]](#)

This is a non-project action. Not applicable.

e. What is the current zoning classification of the site? [\[help\]](#)

N/A

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

This is a non-project action. Not applicable.

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

This is a non-project action. Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

This is a non-project action. Not applicable.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

This is a non-project action. Not applicable.

j. Approximately how many people would the completed project displace? [\[help\]](#)

This is a non-project action. Not applicable.

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

This is a non-project action. Not applicable.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

This is a non-project action. Not applicable.

9. Housing

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

This is a non-project action. Not applicable.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

This is a non-project action. Not applicable.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

10. Aesthetics

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

This is a non-project action. Not applicable.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

This is a non-project action. Not applicable.

c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

11. Light and glare

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

This is a non-project action. Not applicable.

b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

This is a non-project action. Not applicable.

c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

This is a non-project action. Not applicable.

d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)
Standards are included in the regulations related to digital and lighted signage to ensure that light and glare impacts are minimized.

This is a non-project action. Not applicable.

12. Recreation

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

This is a non-project action. Not applicable.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

This is a non-project action. Not applicable.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

This is a non-project action. Not applicable.

13. Historic and cultural preservation

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

This is a non-project action. Not applicable.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

This is a non-project action. Not applicable.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

This is a non-project action. Not applicable.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

This is a non-project action. Not applicable.

14. Transportation

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

This is a non-project action. Not applicable.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

This is a non-project action. Not applicable.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

This is a non-project action. Not applicable.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

This is a non-project action. Not applicable.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

This is a non-project action. Not applicable.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

This is a non-project action. Not applicable.

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

This is a non-project action. Not applicable.

15. Public services

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

This is a non-project action. Not applicable.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

This is a non-project action. Not applicable.

16. Utilities

This is a non-project action. Projects taking place as a result of the Wastewater Comprehensive Plan will occur and may have an impact to this element of the environment. However, each project will be required to develop an independent environmental evaluation based upon site specific impacts in a programmatic approach. Projects will be conditioned to mitigate impacts at the time of project application and will be based upon impacts identified for the specific site.

a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

This is a non-project action. Not applicable.

C. SIGNATURE [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee Brandon McAllister, Utility Engineer

Position and Agency/Organization City of Lacey

Date Submitted: October 22, 2014

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not applicable.

Proposed measures to avoid or reduce such increases are:

Not applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Not applicable.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not applicable.

3. How would the proposal be likely to deplete energy or natural resources?

Additional pump stations will consume electric power.

Proposed measures to protect or conserve energy and natural resources are:

The City currently uses green power as part of its electricity source, the Wastewater Comprehensive plan also identifies ways to reduce future pump stations and in some cases ways to eliminate existing installations.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Not applicable.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not applicable.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Wastewater Comprehensive Plan has every attempt to maintain full compliance with all applicable regulations and requirements.

Appendix L

Washington Water/Wastewater Agency
Response Network (WAWARN)



LACEY CITY COUNCIL MEETING
June 26, 2014

SUBJECT: Mutual Aid and Assistance Agreement for Utilities

RECOMMENDATION: Authorize City Manager to sign Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN).

STAFF CONTACT: Scott Spence, City Manager *SS*
Scott Egger, Public Works Director *SE*

ORIGINATED BY: Public Works Department

ATTACHMENTS:

1. About WAWARN Handout
2. Member List
3. Agreement

FISCAL NOTE: No costs are associated with joining this network.

PRIOR REVIEW: Utilities Committee June 13, 2014

BACKGROUND:

One of the keys to effective and efficient emergency response is emergency preparedness and coordination with other agencies. Mutual Aid agreements have been listed as a primary tool to have in place prior to an actual emergency.

WA WARN is a Water/Wastewater Agency Response Network that allows water and wastewater utilities to receive rapid mutual aid and assistance from other member agencies. The WA WARN website provides members with free emergency planning, response and recovery information before, during and after an emergency. A member that needs help can request resources needed to respond from other member agencies. This can include emergency equipment, pumps, generators, chlorinators, treatment plant operators and other trained personnel. Members are not obligated to respond, but if they do, they are reimbursed for the total direct and indirect cost of labor, equipment, materials and supplies. Equipment costs will be no less than the Federal Emergency Management

Agency's (FEMA) Schedule of Equipment Rates. The agreement also includes a section on the Duty to Indemnify.

At its June 13, 2014, meeting, the Utilities Committee recommended full City Council approval of the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN).

ADVANTAGES:

1. Signatories have a pre-established relationship under which they are able to share resources even in both declared and undeclared emergencies.

DISADVANTAGES:

1. None.

About WAWARN

Based on other AWWA models, WAWARN is designed to provide a utility-to-utility response during an emergency.

The WAWARN Web site does this by providing its members with emergency planning, response, and recovery information before, during, and after an emergency. As the nationwide WARN system expands, it will become easier to provide mutual aid to other states as needed.

How does a utility get assistance during an emergency?

The WAWARN member who needs help identifies the resources needed to respond. The WAWARN member can either directly contact a fellow WAWARN member who has the necessary resources or use a state specific process of requesting aid.

Through the WAWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency.

Are member utilities required to respond and send resources?

There is no obligation to respond. It is up to the lending utility to determine if resources are available.

What role does the Agreement play?

During an emergency, the process and procedures to give and receive assistance are governed by articles in the WAWARN agreement. The agreement covers issues such as requesting assistance, giving assistance, reimbursement, workers' compensation, insurance, liability, and dispute resolution.

How is WARN different from an existing statewide mutual aid program managed by emergency management?

WAWARN agreements do not require a local declaration of emergency. Statewide programs do not include private utilities; WAWARN agreements do. Statewide agreements are managed by the state emergency management agency; WARN is managed by utilities.

The WAWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.

- New ideas from lessons learned in disasters.

WAWARN Benefits

- **No cost to become a member**
- Increased emergency preparedness and coordination
- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed
- Increases hope that recovery will come quickly

There are two sides to this Web site. The public side is open to anyone to view. This side gives you basic information about WAWARN and how to join.

The second side, the resource database, is only open to members **who have signed the agreement**, and it is free!

Member Utilities

All WaWARN member utilities, including utilities who have applied for membership but have not signed the MAA:

Utility Name	County	Region
Carbonado Water Dept.	Pierce	Southwest
Cedar River Water & Sewer District	King	Northwest
Chelan Co PUD #1	Chelan	Central
City of Bellevue Utilities Department	King	Northwest
City of College Place	Walla Walla	Eastern
City of Mercer Island	King	Northwest
City of Newport	Pend Oreille	Eastern
City of Riverside	Okanogan	Central
City of Spokane	Spokane	Eastern
City of Sprague	Lincoln	Eastern
City of Yakima	Yakima	Central
City of Yakima	Yakima	Central
Clark Regional Wastewater District	Clark	Southwest
Coal Creek Utility District	King	Northwest
Covington Water District	King	Northwest
Cross Valley Water District	Snohomish	Northwest
East Wenatchee Water District	Douglas	Central
Everett Public Works	Snohomish	Northwest
Firgrove Mutual Water Company	Pierce	Northwest
Fruitland Mutual Water Company	Pierce	Northwest
Highland Water District	Snohomish	Northwest
Highline Water District	King	Northwest
King Co Water District # 111	King	Northwest
King Co Water District #117	King	Northwest
King Co Water District #125	King	Northwest
King Co Water District #20	King	Northwest
King Co Water District #45	King	Northwest
King Co Water District #49	King	Northwest
King Co Water District #54	King	Northwest
King Co Water District #90	King	Northwest
Kitsap PUD #1	Kitsap	Southwest
Kittitas Co Water District #5	Kittitas	Northwest

Kittitas Co Water District #7	Kittitas	Central
Klickitat PUD #1	Klickitat	Central
Lake Whatcom Water & Sewer District	Whatcom	Northwest
Lakehaven Utility District	King	Northwest
Lakewood Water District	Pierce	Northwest
Liberty Lake Sewer & Water District	Spokane	Eastern
Midway Sewer District	King	Northwest
Mt. View-Edgewood Water Co	Pierce	Northwest
Mukilteo Water & Wastewater District	Snohomish	Northwest
Nob Hill Water	Yakima	Central
Northshore Utility District	King	Northwest
Olympic View Water & Sewer District	Snohomish	Northwest
Pasadena Park Irrigation District #17	Spokane	Eastern
Penn Cove Water & Sewer District	Island	Northwest
PUD No. 1 of Thurston County	Thurston	Northwest
Ronald Wastewater District	King	Northwest
Sammamish Plateau Water & Sewer District	King	Northwest
Seattle Public Utilities	King	Northwest
Shoreline Water District	King	Northwest
Skagit Co PUD #1	Skagit	Northwest
Snohomish Co PUD #1	Snohomish	Northwest
Snoqualmie Pass Utility District	King	Northwest
Soos Creek Water & Sewer District	King	Northwest
Southwest Suburban Sewer District	King	Northwest
Spanaway Water Company	Pierce	Northwest
Tacoma Water	Pierce	Northwest
Town of Rosalia	Whitman	Eastern
Valley of the Horses Water District	Spokane	Eastern
Valley View Sewer District	King	Northwest
Washington Water Service Company	Pierce	Northwest
Water District #19	King	Northwest
Water District #19	King	Northwest
West Sound Utility District	Kitsap	Southwest
Woodinville Water District	King	Northwest
Total Members: 66		

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**
As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

ARTICLE I
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

ARTICLE II
DEFINITIONS

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III ADMINISTRATION

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law, in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV TERMINATION

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI AMENDMENT

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

**ARTICLE XIX
GOVERNING LAW**

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

**ARTICLE XX
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

Approved as to form

By: _____
Attorney for Member

Please Print Name

Appendix M

Training Policy

Memo

Date: December 19th 2012

To: Water/Wastewater Operations Staff

From: Terry Cargil, Water/Wastewater Supervisor

Subject: City of Lacey Water/Wastewater Certification and Training Program Policy.

New changes to our current Department Certification Program are in effect as of January 2013.

In the past all Water/Wastewater employees were required by their job descriptions to maintain either a water or wastewater certification. This was a City requirement not necessarily a State regulation as there are only a handful of positions within the Water Department that are actually mandated by the State of Washington to hold specific certification levels. All Washington State mandated certifications are associated with water operation. There are no Washington State mandated certifications required for wastewater collection operators.

Beginning in January 2013, Water/Wastewater personnel who are not required to maintain certification according to State of Washington regulations will no longer be required by the City of Lacey to maintain a Water or Wastewater certification.

These job description changes have been brought about as a result of the City's desire to minimize the administrative effort associated with maintaining certification levels and in consideration of personal preferences of staff who may not wish to maintain certifications if not mandated by the City.

History

The City of Lacey implemented the certification requirement to establish a minimum level of Operator competency even though the State of Washington Certification does not require all Operators to be certified. The intent was that employees would gain the minimum skill and knowledge levels to comply with all important water quality aspects associated with protecting the public/customers while performing their jobs in the Water Department and competency working in the Wastewater Department.

How the program will work when implemented in 2013

New employees joining the department must either have a certification or will have to go through the certification process to meet the new minimum City requirement. Once the certification is obtained, it will be up to the individual's discretion as to whether they wish to maintain their certification or not. The City of Lacey will only require certification of personnel that are mandated by the State of Washington to hold specific certifications within the department.

The following classifications and designations are required to maintain their current certification levels:

Water/Wastewater Supervisor – Water Distribution Manager 4, Basic Water Treatment Operator and Cross Connection Control Specialist

Water Production Senior Technician - Water Distribution Manager 3, Basic Treatment Operator, Water Treatment Plant Operator II and Cross Connection Control Specialist.

Water Treatment Plant Operators – Water Treatment Plant Operator I

Designated Water Treatment Plant Operator - Backflow Assembly Tester

Designated Control Technician - Backflow Assembly Tester

Designated Alternative Water Treatment Plant Operators - Water Treatment Plant Operator I

Note* Water Treatment Plant certification is voluntary for those individuals who are not classified by their City of Lacey Job Descriptions as Water Treatment Plant Operators and who are maintaining their certification levels in order to support Water Treatment Plant Stand-by Operations. These individuals are considered Designated Alternative Water Treatment Plant Operators and are compensated an additional 5% pay and must maintain a Water Treatment Plant Operator I certification level in order to participate in the Water Treatment Plant Stand-by Rotation Program.

Can you choose to maintain your certification even though it is not required by the City?

Yes, however there are changes associated with how the program will be supported administratively. The City will continue to pay for training expenses related to maintaining your certification and pay for your renewal fees if you decide to maintain your certification. It will be your responsibility to track your own CEU's. It will also be your responsibility to identify all training that you want to attend as referenced under training option details below.

What happens if you do not earn enough CEU's during a reporting period to renew your certification?

The City will not pay for re-certification or provide study time for re-certification however, if you achieve re-certification on your own time and expense, the City will then pay for your continued training and renewal fees associated with maintaining your certification.

Will the City continue to provide training even if you do not maintain a water or wastewater certification?

Yes, the same training opportunities will be made available to employees that do not choose to maintain certifications.

You can select any one of the three training options. Employees who are maintaining certification levels have priority over non-certified employees when associated with training and registration availability.

What training will the City pay for?

There are three training options:

You can make a selection to **1.)** Attend a WOW conference and three local training workshops during the three year reporting period or, **2.)** Attend six local training workshops during the three year CEU reporting period or, **3.)** Attend a water/wastewater conference of your choice and three local workshops during the three year reporting period. Your training selection/choice must be approved by your immediate Supervisor and submitted in writing to the Water/Wastewater Department Assistant III (Cindy Ruh) by January 15th the year of a new CEU reporting period.

What details are associated with the training options?

The intent is to provide flexibility for staff to have training opportunities available that will allow them to maintain their certifications while ensuring that sufficient coverage is available in operations to support routine and emergency efforts during training sessions. Local training is identified as training that is within sixty miles of Lacey and does not require overnight stay or expenses for per Diem. Training registration and travel expense requests must be routed to the Water/Wastewater Department Assistant III who will complete your registration and secure your travel funds.

If you choose to select option: 1.) Attend a WOW conference and three local training workshops during the three year reporting period:

The number of participants that are designated to attend a WOW conference will be divided into 3rds so that an equal number of staff will attend each year of the three year CEU reporting period. This will better ensure job coverage while employees are out of town attending training sessions. WOW conferences provide the best training value and opportunity to secure CEU's over other training conferences. The CEU's earned from the WOW conference combined with the CEU's earned from attending three local training workshops, will fulfill the 3.0 CEU requirements for the three year reporting period if you wish or need to maintain your certification. Typically 0.7 CEU's are awarded for one day workshops. The Department Assistant III will make all the necessary arrangements associated WOW Conference registration, travel and per Diem. You must submit all local workshop registration information to the Water Department Assistant III at least two months in advance of training.

If you choose to select option: 2.) Attend six local training workshops during the three reporting period:

Local training is identified as training that is within sixty miles of Lacey and does not require overnight stay or expenses for per Diem. 0.7 CEU's are typically assigned for daily workshops so, the opportunity to attend six workshops during the three year reporting period will provide the CEUs required to maintain your certification level for reporting periods if you wish or need to maintain your certification. You must submit all registration information to the Water Department Assistant III at least two months in advance of training.

If you choose to select option: 3.) Attend three local training workshops and a different water/wastewater conference in place of the WOW conference during the three year reporting period. The conference must be located in Washington State and the cost to attend the conference must be comparable to the cost associated with a WOW conference. You must submit all registration information to the Water Department Assistant III at least two months in advance of training. The CEU's earned from the water/wastewater conference combined with the CEU's earned from attending three local training workshops; need to fulfill the 3.0 CEU requirements for the three year reporting period if you wish or need to maintain your certification. Typically 0.7 CEU's are awarded for one day workshops.

Will the City Pay for Certification Upgrades?

Yes, if you qualify to promote to a higher certification level the City will pay for you to attend a certification exam review and pay for the examination and associated renewals.

Will the City pay for other training opportunities not related to certification training however may be beneficial to job performance?

Yes, on a case by case basis specialized training may be paid for by the City with approval of your Senior Technician and the Water/Wastewater Maintenance Supervisor.

Can we attend wastewater collection training opportunities?

Yes, if you are assigned to work in wastewater collections or have a certification in wastewater collections you can attend a wastewater conference once every three years and local training when available and upon approval of your immediate Supervisor and Water/Wastewater Maintenance Supervisor. You must submit all registration information and forms to the Water Department Assistant III at least two months in advance of training.