

## LAKE FOREST PARK WATER DISTRICT

Commissioners:  
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April 18, 2007

Christie True, Waste Water Treatment Director  
Waste Water Treatment Division  
Department of Natural Resources and Parks  
201 South Jackson Street  
Seattle, WA 98104-3855

RE: **BRIGHTWATER AGREEMENT WITH LAKE FOREST PARK WATER DISTRICT**

Dear Ms. True:

We are in receipt of your letter dated March 9, 2007 and this is our response. In your letter you propose that we "revisit the terms" enter into an "amendment of the existing [Lake Forest Park Water District and King County Wastewater Treatment Division Agreement dated December 5, 2003]" or "negotiate a new agreement". We do not see any reason to revisit or amend the agreement. There are no changed conditions and the facts clearly uphold the applicability of the agreement. The Lake Forest Park Water District requires King County's full performance of the agreement.

In reference to details in your letter, we respond specifically as follows (italicized words are quotes from your letter):

Permanent vs. Interim Supply. *"This section [referring to Attachment I, Sec. 5 of the agreement] was meant to provide for an interim water supply as a stand-by emergency measure..."* C. True 3/9/07 page 2, paragraph 1.

**Comment 1:** There is no mention that the new well was to be an "interim water supply." The language of Section 5 denotes a permanent supply - specifically, the third para of Sec. 5 provides that the County is to drill and develop "... a new deep well and water source,".

Location of Well Outside the District. *"From the discussions between the parties it appears that the District would like the County to consider drilling and developing a well water source and that it be located outside the boundaries of the District. Such a solution is clearly outside of the terms of the existing Agreement, and would require a new set of water rights for the District which the District is unlikely to secure within the life of the Brightwater project."* C. True 3/9/07 page 2, paragraph 2

**Comment 1:** There is no mention in the agreement that the new well is to be within District boundaries. The agreement states in Attachment I, Sec. 5.A.1. "...within the District or in the vicinity of the District.." These words clearly mean that the new well may be outside of the District. The District boundary has no bearing on the water rights change of withdrawal process.

**Comment 2:** All locations for developing a well water source have been proposed by King County staff and their consultants for hydrogeologic and water quality reasons. The locations under examination now were the same locations originally proposed by King County over two years ago.

**Comment 3:** No new water rights are required for the new well regardless of its location. It is expected that an "Application for Change" would be required to create a new point of withdrawal. That is not considered to be a new water right – it is a change to an existing right and was clearly contemplated by the agreement in the 4<sup>th</sup> paragraph of Section 5. The recent meeting with Washington Department of Ecology further established this position. Applications for change to create a new point of withdrawal for an existing groundwater right are not unusual and are usually routinely approved.

NUD Intertie. *"One such option to be considered is the use of an existing emergency backup intertie between the District and the Northshore Utility District located in the District's well head protection area."* C. True 3/9/07 page 2, paragraph 2

**Comment:** The agreement does not mention an intertie to NUD. An intertie with Seattle is mentioned only if an alternate water supply is not "technically or legally feasible." (see third paragraph of Section 5). The intertie with NUD has not been used for many years and the feasibility of using it is questionable. In any event, the use of the NUD intertie is a non-issue because the County must first provide a new well.

County Requirements. The last paragraph of your letter appears to contain a plea to be relieved of fundamental requirements that were negotiated in the Agreement.

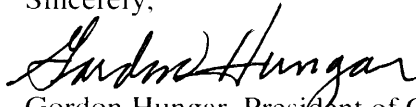
**Comment:** The agreement was negotiated because the Brightwater tunnel is bisecting the District's aquifer, which has been the source of water for the Lake Forest Park community for over sixty years. Aquifers are products of nature and the size and proximity of the Brightwater tunnel poses substantial risks to the aquifer. The agreement contemplated that significant work would be required to provide the community with an alternate water supply. The second paragraph of Attachment I, Section 5 states:

Nonetheless, the parties agree that County will exercise good faith efforts to make the District whole, as defined herein, by applying for such approvals and permits, constructing such facilities and paying all costs pursuant to this Agreement within a reasonable time. King County's "good faith efforts" is defined as performing requisite engineering and planning, applying for appropriate permits and approvals and, if appeals are necessary, prosecuting or defending those permits and approvals using competent counsel and experts. Permitting shall be done in consultation with District and with assistance of District as needed.

Our District entered in to an agreement in good faith with King County to ensure the protection of the groundwater source that has supplied our customers for over six decades. We are one of the few water purveyors in King County that supply untreated, naturally pristine water. Our customers value this resource highly. We are disappointed by having to defend the terms of our contract in this occasion where the facts are so clear. We are not sure of what underlying motives your department may have in this regard. However, the net result is delay and needless expenditure of public funds.

We will make every effort to protect the water source that supplies citizens of Lake Forest Park. We require that you honor our agreement that was signed by King County officials on December 5, 2003 and later ratified by the King County Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon Hungar", written in a cursive style.

Gordon Hungar, President of Commissioners

cc. City of Lake Forest Park Council\_members  
Washington Department of Ecology  
Jonson & Jonson, P.S.  
Mundall Engineering & Consulting  
King County Executive Ron Sims  
King County Council

Encl. "Lake Forest Park Water District and King County Wastewater Treatment Division Agreement, including Attachment 1, signed December 5, 2003