

# Energize Eastside EIS Public Involvement Plan

Updated March 3, 2016



Prepared by  
**3 Square Blocks**



Environmental Impact Statement

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## Introduction

This Public Involvement Plan provides a strategic framework for communications and public involvement activities during the Environmental Impact Statement (EIS) process for Puget Sound Energy's (PSE) proposed Energize Eastside project. The Public Involvement Plan outlines the EIS process, communications team, principles for communication and public involvement, project goal and key messages, and project stakeholders. It also includes an outreach program, noticing strategy and work plan for engaging the public to solicit feedback that meets the requirements of the Washington State Environmental Policy Act (SEPA), the Washington Administrative Code, the Revised Code of Washington and the Bellevue Environmental Procedures Code.

The Energize Eastside project is PSE's proposal to build a new electric substation and approximately 18 miles of high capacity electric transmission lines from Renton to Redmond. The project is intended to address an electrical transmission capacity deficiency that could begin in 2017. The project affects the cities of Bellevue, Kirkland, Newcastle, Redmond and Renton and unincorporated portions of King County. Extensive outreach efforts were conducted by PSE and the affected cities on the Energize Eastside project during 2013 and 2014, in order to share project information and involve the public in transmission line routing decisions.

The Energize Eastside EIS process is a separate, legally-mandated requirement that must be completed before any permits may be issued for the Energize Eastside project. Public involvement efforts for the EIS will take into consideration key comment themes that emerged from the Energize Eastside project outreach that has already been conducted, and will comply with state and local requirements for SEPA review.

The City of Bellevue is serving as the "nominal lead agency" for the SEPA review of the Energize Eastside project. It is responsible for evaluating potential significant environmental impacts associated with the proposed project and project alternatives, and developing design and construction measures that would eliminate or reduce the likely environmental impacts of the project. The City of Bellevue's Development Services Department will oversee preparation of the EIS with concurrence from the cities of Redmond, Kirkland, Newcastle and Renton, each of which will serve as "co-lead agencies" (King County has indicated that they do not want to participate in the SEPA process). As allowed by SEPA rules, an Interagency Agreement for EIS Preparation was approved by each city council (see Attachment 1).

## Project Process

Preparation of the EIS will begin with issuance of a "determination of significance" for the Energize Eastside project which the City of Bellevue will publish in Spring 2015. After this, the Energize Eastside EIS will take place in two phases. Phase 1 will include an environmental review that will describe the transmission capacity deficiency that is determining the need for the project, and evaluate the potential environmental impacts of various solutions to meeting that need, including the proposed transmission line and

substation project as well as other approaches. Phase 2 will include a more specific and detailed review of a smaller number of alternatives based on the outcomes of Phase 1.

Each phase will include a Scoping process to determine the specific project alternatives and aspects of the environment that should be studied in detail in the EIS. A thorough analysis of each alternative and their likely impacts will be documented in a Draft EIS for each phase. In response to public and agency comments, a Final EIS will provide an evaluation of alternatives to the proposed project and measures that would eliminate or reduce the likely environmental impacts of the proposed project.

The project schedule is outlined in Table 1 and phases of the Energize Eastside EIS are shown in Figure 1.

**Table 1. Project Schedule**

<b>Phase 1</b>	<b>Spring 2015</b>	Issue determination of significance
	<b>Spring 2015</b>	Hold Phase 1 scoping meetings and comment period
	<b>Spring-Fall 2015</b>	Prepare Phase 1 Draft EIS
	<b>Winter 2016</b>	Issue Phase 1 Draft EIS
	<b>Winter 2016</b>	Public hearings and comment period for the Phase 1 Draft EIS
	<b>Winter-Spring 2016</b>	Review comments and provide summary of key themes
<b>Phase 2</b>	<b>Spring 2016</b>	Hold Phase 2 scoping meetings and comment period
	<b>Spring 2016- Winter 2017</b>	Prepare Phase 2 Draft EIS
	<b>Winter 2017</b>	Issue Phase 2 Draft EIS
	<b>Winter 2017</b>	Public hearings and comment period for the Phase 2 Draft EIS
	<b>Winter 2017</b>	Review comments and provide summary of key themes
	<b>Winter-Spring 2017</b>	Prepare Final EIS
	<b>Summer 2017</b>	Issue Final EIS and responses to comments on the Phase 1 and Phase 2 Draft EISs

**Figure 1. Phases of the Energize Eastside EIS project**



## Communications Team

The project communications team, composed of city and consultant team members, will guide and implement the communications and public involvement process outlined in this Public Involvement Plan. Heidi Bedwell, Energize Eastside EIS Program Manager, will be the primary point of contact and will communicate on behalf of the cities with consultant team members. Communications team protocols are provided in Attachment 2.

**Table 2. Communications Team Members**

<b>City of Bellevue</b>	Heidi Bedwell, Energize Eastside EIS Program Manager
<b>City of Kirkland</b>	Jeremy McMahan
<b>City of Newcastle</b>	Tim McHarg
<b>City of Redmond</b>	Cathy Beam
<b>City of Renton</b>	Jennifer Henning
<b>ESA</b>	Mark Johnson, Consultant Team Project Manager
<b>ESA</b>	Reema Shakra, Consultant Team Deputy Project Manager
<b>ESA</b>	Claire Hoffman, Interim Consultant Team Deputy Project Manager
<b>ESA</b>	Jonathan Kemp
<b>3 Square Blocks</b>	Marcia Wagoner, Consultant Team Public Involvement Lead
<b>3 Square Blocks</b>	Michael Read
<b>3 Square Blocks</b>	Casey Bradfield

## Principles for Communication & Public Involvement

The following principles will guide communications and public involvement efforts throughout all phases of the Energize Eastside EIS.

- **Inform and educate** the public and stakeholders about the Energize Eastside EIS process and opportunities to provide comment.
- **Provide up-to-date, accurate information** on the project website and in project materials.
- **Reach as many people as possible** when noticing scoping and comment periods, including traditionally underrepresented groups.
- **Urge participation in the EIS public process**, including encouraging those who have participated in Phase 1 of the project to participate in Phase 2 of the project.
- **Offer multiple ways for people to provide comment**, including on the project website, at public meetings, via email and via mail.
- **Use plain language and graphics** to tell the Energize Eastside EIS project story in a way that is easy to understand.

## Project Goal & Key Messages

### Project Goal

The goal of the Energize Eastside EIS is to evaluate potential significant environmental impacts associated with the proposed Energize Eastside project and project alternatives, and develop design and construction measures that would eliminate or reduce the likely environmental impacts of the project.

### Key Messages

#### *What is the EIS?*

- The Energize Eastside Environmental Impact Statement (EIS) is being led by the City of Bellevue in cooperation with the jurisdictions of Kirkland, Newcastle, Redmond, and Renton.
- The EIS is separate from PSE's work on the Energize Eastside project.
- The EIS will provide environmental review of PSE's proposed Energize Eastside project to build approximately 18 miles of high capacity electric transmission lines from Renton to Redmond.
- The EIS will include two phases, each of which will have a scoping comment period, a Draft EIS and a Draft EIS comment period. There will be one Final EIS.
- Phase 1 of the EIS will consider the environmental impacts of programmatic alternatives, looking at different potential solutions to address the projected electrical transmission capacity deficiency on the Eastside. Four programmatic alternatives may be considered: 1) a new transformer and transmission line, 2) demand side reduction/non-wire technologies, 3) a new transformer at an existing substation, and 4) no action.
- Phase 2 of the EIS will include a construction and project-level review of alternatives

- The EIS is not a permit, it is one of many sets of information permitting agencies will consider as they decide whether to approve the project and issue necessary permits.
- The EIS is the best venue for people to voice their questions, comments and concerns about the Energize Eastside project.

### *Why is the EIS Needed?*

- PSE's proposed project to build a new electric substation and high capacity electric transmission lines is expected to have significant environmental impacts. As such, the EIS is needed to comply with requirements of the Washington State Environmental Policy Act (SEPA) and other state laws and local codes designed to ensure that the environmental consequences of proposed projects are considered.
- The EIS will provide an independent analysis of potential solutions (alternatives) for addressing the projected electrical transmission capacity deficiency on the Eastside.
- The EIS will identify the environmental impacts of alternatives and potential mitigation measures to limit negative effects on communities.

### *What is Scoping?*

- Scoping is one of the first steps in the EIS process. The purpose of scoping is to: narrow the focus of the EIS to significant environmental issues, eliminate insignificant impacts from detailed study, identify alternatives to be analyzed in the EIS and identify potential mitigation measures.
- Scoping also provides notice to the public and other agencies that an EIS is being prepared, and initiates their involvement in the process.

### *How Can People Provide Comments and Get Information?*

- In accordance with SEPA requirements, members of the public will have the opportunity to provide comments during the scoping comment periods and Draft EIS comment periods for the project.
- There will be a number of ways to provide comment, including: at public meetings, on the project website, via email and via mail.
- Visit our website [EnergizeEastsideEIS.org](http://EnergizeEastsideEIS.org) for information about opportunities to provide comment and stay up to date on the EIS process.

## **Stakeholders**

- The Cities of Bellevue, Kirkland, Newcastle, Redmond and Renton are committed to working with a diverse range of stakeholders throughout the Energize Eastside EIS process, including but not limited to:
  - Members of the public
  - Neighborhood associations
  - Community organizations

- Local businesses
- Business associations
- Federal, state and local government agencies affected by the project proposal
- Utility providers affected by the project proposal

## **Outreach Program**

### **Public Involvement Tools and Activities**

#### *Website*

A project website will be developed that is independent from the websites of the cities and PSE. The project website will be updated regularly to provide timely information about the project, information about public meetings and opportunities to participate in the SEPA review process, and will include online forms that website visitors can use to sign up for project information updates or to submit comments during the scoping and Draft EIS comment periods.

#### **Email Update Contact List**

An email update contact list will be developed and maintained to serve as a tool for communicating with people who have signed up to receive email updates about the Energize Eastside EIS. Individuals will be able to sign up for the email update contact list on the project website, at public meetings, or by submitting a written request via email or mail to the Project Manager or one of the project contacts at the Cities. Individuals will be urged to opt-in to the email update contact list for the Energize Eastside EIS. This list is separate from PSE's email list for the Energize Eastside project.

#### **List of Parties of Record**

A list of parties of record (see Attachment 5 for who is a party of record) will be developed and maintained. Parties of record will receive mailed or emailed notice of public comment periods for the Energize Eastside EIS.

#### **Summary of Key Themes from Past Public Comments on Energize Eastside**

Early in the project, a review will be conducted of public comments received during the outreach efforts that have already been conducted by PSE and the cities for the Energize Eastside project. The purpose of the review will be to identify and summarize key comment themes. These themes will inform the Energize Eastside EIS, in addition to the public engagement efforts that will be conducted as part of the SEPA review process. Interviews will be conducted with key staff from the cities to ensure that all key themes and issues are identified in the alternatives carried into scoping. PSE will also be asked to provide input on the key themes.

#### **Scoping Meetings**

The cities will hold up to five scoping meetings for both Phase 1 and Phase 2 of the Energize Eastside EIS, in order to provide project information, explain the environmental review process and issues to be considered, and provide opportunities for members of the public to provide comment. Following a 45-day public comment period, a scoping

summary report will be prepared. This report will be used to evaluate alternatives and develop the EIS. See Attachment 3 for a concept paper describing scoping meetings in greater detail.

### **Public Hearings**

The cities will hold up to five public hearings for both the Phase 1 Draft EIS and the Phase 2 Draft EIS, within no fewer than 45 days after issuance of each Draft EIS. The purpose of the hearings will be to formally present environmental findings to the public for their review and comment. For each hearing, a pre-hearing packet will be compiled, as well as a hearing notice. Each hearing will include an open house and transcribed record. Materials provided during the open houses will include displays, presentations and handouts. As is required by SEPA, a detailed comment matrix with responses will be provided in the Final EIS. In addition, a summary of public comments received during the public hearings and the comment periods will be prepared following each of the comment periods..

### **Meetings with Key Stakeholder Groups**

Through the outreach conducted by PSE, a number of community, neighborhood and business organizations expressed interest and participated in the discussion about the proposed project. Organization meetings will continue to be offered through the Phase 1 Scoping phase of the project to groups previously involved as well as to new groups who express interest. Up to five meetings with stakeholder groups will occur during the Phase 1 scoping comment period.

### **Public Involvement Reporting**

Following each phase of public meetings (scoping comment periods and Draft EIS comment periods) a brief summary memo will be prepared that describes the outreach efforts, summarizes the number of meeting attendees and number of comments received, and presents a synopsis of the comments received during that phase of comments. The target audience for these memos is the general public and public officials who want to understand what outreach efforts occurred and the general nature of comments received.

A more detailed summary of public comments received will be prepared following the close of each of the four public comment periods. These summaries will include copies of all comments submitted and may be provided in the form of two or more reports. Additionally, as mentioned above, a detailed comment matrix with responses will be provided in the Final EIS.

## **Notification**

Public notification will be provided for scoping comment periods and EIS comment periods that comply with SEPA EIS process requirements. See Attachment 5 for a description of notification methods. Additionally, email updates will be sent to the email update contact list when new information is available. These methods will provide project information to interested parties in a timely fashion.

# Work Plan for Communication & Public Involvement

Table 3. Draft Work Plan

	Spring 2015	Summer	Fall	Winter 2015/16	Spring	Summer	Fall	Winter 2017	Spring	Summer
<b>ONGOING THROUGHOUT PROJECT</b>										
Project Website	●	●	●	●	●	●	●	●	●	●
Public Involvement Plan	●			●	●			●		
<b>PHASE 1</b>										
Contact List	●	●	●	●	●	●	●	●	●	
Summary of Key Themes	●									
Meetings with Key Stakeholder Groups	●									
Scoping Meetings	●									
Scoping Report		●								
Public Hearings on Draft EIS				●						
Public Comment Summary					●					
<b>PHASE 2</b>										
Scoping Meetings					●					
Scoping Report					●	●				
Public Hearings on Draft EIS								●		
Public Comment Summary									●	
Comment Responses in Final EIS										●
Public Involvement Reporting	●			●	●				●	

## **Attachments**

1. Interagency Agreement
2. Communications Team Protocols
3. Scoping Meetings Concept Paper
4. Project Logo and Style Guidelines
5. Public Notice and Public Comment Protocols

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# Interagency Agreement

City of  
Bellevue



Post Office Box 90012 ▪ Bellevue, Washington ▪ 98009 9012

February 26, 2015

Gregg A. Zimmerman, P.E.  
Public Works Department Administrator  
City of Renton  
1055 South Grady Way  
Renton, WA 98057

RE: Puget Sound Energy Energize Eastside Project EIS  
City of Bellevue EIS File No. 14-139122-LE

Mr. Zimmerman,

Thank you for your cooperation in the development and execution of the PSE Energize Eastside EIS Inter-Jurisdiction Agreement. The agreement is now signed by Renton, Redmond, Kirkland, Newcastle, and Bellevue and is effective February 20, 2015. I have included a hard copy of the final agreement with this letter and will forward electronic copy via email as well. I have also attached a current copy of the project contact list identifying partner staff from each jurisdiction. In the upcoming days I will be reviewing the agreement and developing a summary table to assist in decision making that outlines when majority consensus between partner jurisdictions is required, and when Bellevue, as nominal lead agency, is authorized to act on behalf of the group. I will verify with each partner jurisdiction the accuracy of the table before publishing it.

If you have any questions regarding the EIS or the agreement please contact me at [dpyle@bellevuewa.gov](mailto:dpyle@bellevuewa.gov).

Sincerely,

***Sent Via Email / Paper Copy Sent Via Us Mail***

David Pyle  
Senior Land Use Planner  
City of Bellevue

**INTERAGENCY AGREEMENT BETWEEN THE  
CITIES OF BELLEVUE, KIRKLAND,  
NEWCASTLE, REDMOND, AND RENTON  
REGARDING COORDINATED  
ENVIRONMENTAL REVIEW OF PUGET SOUND  
ENERGY'S PROPOSED ENERGIZE EASTSIDE  
230 kV TRANSMISSION LINE PROJECT**

This INTERAGENCY AGREEMENT is entered into by the cities of Bellevue, Kirkland, Newcastle, Redmond, and Renton (collectively "PRINCIPAL JURISDICTIONS").

**RECITALS**

1.1 WHEREAS, Puget Sound Energy ("PSE") has represented that there is a need to construct a new 230 kV bulk electrical transmission corridor and associated electrical substations (the "Proposal") through the Principal Jurisdictions connecting two existing bulk energy systems as necessary to supply future electrical capacity and improve eastside electrical grid reliability; and

1.2 WHEREAS, preliminary discussion between the Principal Jurisdictions and PSE has identified that the Proposal is likely to have probable significant adverse environmental impacts and issuance of a State Environmental Policy Act ("SEPA") Threshold Determination of Significance ("DS") is appropriate as outlined in WAC 197-11-360 ; and

1.3 WHEREAS, PSE has made application to Bellevue under file number 14-139122-LE for review and processing of an Environmental Impact Statement ("EIS") under SEPA codified at Chapter 43.21C of the Revised Code of Washington ("RCW"); and

1.4 WHEREAS, Bellevue was identified as the lead agency under section 197-11-932 of the Washington Administrative Code ("WAC"), and issued a letter of lead agency status to the Principal Jurisdictions on September 15, 2014; and

1.5 WHEREAS, the members of the Principal Jurisdictions are agencies as defined in WAC 197-11-714 and 762. SEPA allows agencies to enter into interagency agreements to share or divide responsibilities of the SEPA lead agency under WAC 197-11-944. The Principal Jurisdictions desire to collaboratively manage environmental review of the Proposal through the EIS process; and

1.6 WHEREAS, the Principal Jurisdictions have determined that it is in the best interest of their respective jurisdictions to collectively study siting and development of the Proposal, including determining if reasonable alternatives to the Proposal exist that may include, but are not limited to different modes, alignments and infrastructure sites throughout the Principal Jurisdictions; and

NOW, THEREFORE, in consideration of the terms and provision contained herein, the Principal Jurisdictions agree as follows:

## **AGREEMENT**

### **1.1 Purpose of the Agreement**

The purpose of this Agreement is to establish how the Principal Jurisdictions will work cooperatively to review and respond to the Proposal under SEPA.

### **1.2 Cooperation and Good Faith Efforts**

The Parties understand and agree that the processes described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the performance of terms of this Agreement should occur as early as possible in the process rather than before explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues and agree that time is of the essence in resolving issues among the Parties.

### **1.3 Production**

The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of documents, the final form and contents of which are not presently determined. The parties agree to provide the necessary resources and to work in good faith to diligently and timely develop the final form and contents of such documents.

### **2.1 Associated Projects**

The Principal Jurisdictions agree to work cooperatively and collaboratively towards processing of an EIS and researching issues associated with the Proposal. To assist in this process, the Principal Jurisdictions agree that it is in the best interests of their respective communities to collectively engage consultants to assist with the research, development and analysis of an EIS addressing the Proposal.

### **2.2 Processing of EIS**

The Principal Jurisdictions will work together, under Bellevue's lead, to complete the necessary steps of a phased EIS as detailed in Chapter 197-11 WAC. The first phase of the Proposal to be analyzed in a Draft Environmental Impact Statement ("DEIS") shall include analysis of the need, methods, and general feasibility of the Proposal. The second phase of the Proposal to be analyzed in a DEIS shall be the construction level impacts of the Proposal. Following the completion of both phases of the DEIS, a Final Environmental Impact Statement shall be issued. The Principal Jurisdictions shall cooperate jointly and with PSE to identify a reasonable number and range of alternatives. The list of alternatives to be analyzed shall include those agreed to by PSE, as well as those alternatives proposed by at least two Principal Jurisdictions.

After publication of the DEIS and the opportunity for public comment, the Parties shall consult as to identification of a preferred alternative and as to the alternatives to be included in the FEIS. Consensus shall be the preferred method to select a preferred alternative. Designation of a preferred alternative shall require approval of (i) Bellevue and (ii) any other Principal Jurisdiction where the preferred alternative would be located. If no proposed preferred alternative obtains such approval, the FEIS may be issued without a preferred alternative.

### **3.0 Definitions**

The following capitalized terms used in this Agreement have the meanings set forth in this Section:

Co-Lead Jurisdiction: Each Principal Jurisdiction except the City of Bellevue.

Nominal Lead Jurisdiction: The City of Bellevue.

DEIS: Draft Environmental Impact Statement for the Proposal under SEPA.

FEIS: Final Environmental Impact Statement for the Proposal under SEPA.

Principal Jurisdictions: All of the Jurisdictions listed on Exhibit A to this Agreement, which is incorporated herein by reference. Principal Jurisdictions are generally known to be the cities of Bellevue, Kirkland, Newcastle, Redmond, and Renton; provided the jurisdiction remains a party to this Agreement.

Participating Jurisdiction: Any Principal Jurisdiction that is added to this Agreement by amendment, so long as it remains a Party.

Parties or Party: The “Parties or Party” include all Principal Jurisdictions and any other Jurisdictions that have become Participating Jurisdictions by amendment as provided in this Agreement, except that “Parties or Party” shall not include any Principal Jurisdictions that have withdrawn from this Agreement.

Proposal: The reasonable alternatives for the actions necessary to establish a new Puget Sound Energy 230 kV electrical transmission corridor and associated electrical substation infrastructure with capacity to serve the Principal Jurisdictions, within the range of alternatives identified by the PSE and the Principal Jurisdictions for study under SEPA. A complete description of the Proposal is included with this Agreement as Attachment A.

SEPA: The Washington State Environmental Policy Act and its implementing regulations.

Alignment: A potential location for the Proposal.

Site(s): The potential location(s) for the Proposal.

Working Day: A day that is not a Saturday, Sunday, or City of Bellevue legal holiday.

#### **4.1 Co-Lead Agencies**

Each Principal Jurisdiction is a co-lead agency for the Proposal as permitted pursuant to WAC 197-11-944. Bellevue is designated the nominal lead agency for the Proposal. Each Principal Jurisdiction shall have responsibility, in reliance on the work of consultants and experts retained by Bellevue under this Agreement, for content of environmental documents. Bellevue's "SEPA responsible official" shall have the duty to determine the adequacy of the DEIS and FEIS under SEPA.

#### **4.2 Designated Representatives**

A. Designated Representatives. Each Principal Jurisdiction shall designate the name, title, address and electronic contact information for: (i) a staff representative who will serve as the primary contact person for purposes of this Agreement; (ii) the official(s) authorized to approve matters under this Agreement for that jurisdiction; (iii) the representatives who will serve on the project EIS Steering Committee for that jurisdiction; and (iv) the representative who will serve on the EIS Collaboration Team for that jurisdiction, subject to any limitations on authority imposed by that jurisdiction. The designee for each Principal Jurisdiction is contained below as the signatory to this Agreement. A Principal Jurisdiction may designate, by written notice to all Parties, an alternate staff representative or official to act instead of the designated person if that person is unavailable or if so desired by the Principal Jurisdiction. A Principal Jurisdiction may designate the same person for different purposes as identified in this subsection. A Principal Jurisdiction may change the designated person for these purposes by written notice to all Parties.

B. Committees. The following committees shall be formed and charters developed to assist with processing the EIS:

- (i) EIS Steering Committee
  - a. Purpose: Represent the respective jurisdiction by providing guidance to the EIS Collaboration Team in the development of the project EIS and study of other Proposal issues and topics.
  - b. Membership: Department Directors and management staff with appropriate level of decision making authority, access to elected officials, and access to jurisdiction resources
  - c. Responsibilities: Provide general project oversight, maintain communication across jurisdictions, meet to address issues raised by the EIS Collaboration Team, and report on EIS progress to elected officials, appointed officials, and jurisdiction management.
  - d. Conflict Resolution: The EIS steering Committee will engage to resolve inter-jurisdictional conflicts and conflicts with PSE in accordance with Section 10.0.

- (ii) EIS Collaboration Team
  - a. Purpose: The purpose of the EIS Collaboration Team is inter-jurisdictional collaboration in the development of the EIS under SEPA rules for the Proposal, including information collection, scoping, consultant selection, consultant management, document development and editing, process implementation, public outreach, and quality control.
  - b. Membership: Senior level planning and development department or utilities and engineering staff with experience in SEPA and EIS process and with knowledge specific to the Proposal.
  - c. Responsibilities: EIS Collaboration Team members will commit time to regular meetings and can oversee development of the EIS for their respective jurisdiction, including information collection, scoping, consultant selection, consultant management, document development and editing, process implementation, public outreach, and quality control. Team members will provide the necessary resources and to work in good faith to diligently and timely develop the final form and contents of the Proposal EIS.
  - d. Conflict Resolution: Unresolvable conflicts identified by the EIS Collaboration Team will be elevated to the EIS Steering Committee for resolution in accordance with Section 10.0.

### **4.3 Bellevue Responsibilities**

A. Bellevue shall designate a single staff person who will serve as the primary point of contact between Bellevue and the other Primary Jurisdictions. Bellevue will also designate an alternate staff person who will serve as the point of contact if the primary staff contact is unavailable.

B. As the nominal lead agency, Bellevue shall be responsible for the following SEPA activities with respect to the Proposal:

- (i) Providing all notices required by SEPA and Bellevue ordinances and regulations, and any additional notice requirements under ordinances and regulations of the Co-Lead Jurisdictions that are identified by Co-Lead Jurisdictions by written notice to Bellevue;
- (ii) Holding public meetings required by SEPA;
- (iii) Providing required opportunities to comment on SEPA documents;
- (iv) Causing the preparation of environmental documents required by SEPA;
- (v) Making all filings and publications required by SEPA;
- (vi) Defending any administrative and/or court challenge to the adequacy of the environmental documents, subject to the terms of this Agreement; and

(vii) Identifying the actions, as defined in SEPA that would be necessary to establish the Proposal, except for actions under the planning documents, ordinances or regulations of local jurisdictions other than Bellevue; and

(viii) General SEPA process administration, project management, and project oversight.

C. Bellevue shall contract with consultants, environmental scientists, engineers, and others for the preparation of the DEIS, FEIS, and related technical reports and for the other work contemplated by the anticipated project scope. Bellevue shall solicit, consistent with State law, the services of a qualified professional in the preparation of an EIS consistent with the determinations as to the scope and coverage of the DEIS and FEIS. Bellevue shall also contract with an independent third-party consultant for the completion of preliminary analysis supporting the Proposal need and method in advance and parallel to the EIS work requested under this Agreement.

D. Bellevue further agrees, regarding circulation of drafts of SEPA documents, to:

(i) Provide each Co-Lead Jurisdiction a draft of the scoping notice **15 working days** prior to issuance;

(ii) Issue the scoping notice only with the approval required in Section 5.0;

(iii) Provide the Parties with a draft of the proposed first and second phases of the DEIS and supporting technical memoranda and discipline reports no less than **30 working days** prior to scheduled issuance of each phase of the DEIS;

(iv) Coordinate any comments or requested changes to the proposed DEIS from the Parties that are received within **20 working days** after the proposed DEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Jurisdictions for discussion and recommendation;

(iv) Issue the DEIS only after approval as required under Section 5.0 except that the published DEIS may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the DEIS and do not materially change information with respect to any Site;

(v) Provide the Parties with copies of comments received on the DEIS;

(vi) Provide the Parties a draft of the proposed FEIS, including its technical memoranda and discipline reports and response to DEIS comments;

(vii) Coordinate any comments or requested changes to the proposed FEIS from the Parties that are received within **15 Working days** after the proposed FEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Jurisdictions for discussion and recommendation; and

(viii) Determine adequacy and issue the FEIS, and any supplement or addendum to the FEIS, only after approval under Section 5.0 provided that the published FEIS and any supplement or addendum may include corrections and changes not so approved and not

previously provided to the Parties if they do not fundamentally alter conclusions in the FEIS and do not materially change information with respect to any Site.

(ix) Bellevue reserves the right to issue any documents in electronic format.

E. Bellevue shall provide the Parties with an estimated schedule consistent with the time periods identified in subsection D of this Section.

F. Bellevue shall be responsible for development of project messaging through development of one common message regarding the status of the EIS process, including development of common literature generic to the project.

G. Bellevue shall be responsible for development and maintenance of a consolidated website to host the multijurisdictional EIS process. This website will serve as the primary portal to the project for public information and project management, including information and document sharing.

I. Bellevue shall be responsible for development of a project outreach strategy, including use of consultants; and the number and location of open houses, community meetings, or other events.

#### **4.4 Co-Lead Jurisdiction Responsibilities**

Each Co-Lead Jurisdiction agrees that it shall:

- A. Provide technical support and staff at a level sufficient to meet project deadlines;
- B. Dedicate staff resources to regularly attend scheduled EIS Steering Committee and EIS Collaboration Team meetings;
- C. Review the draft scoping notice and provide comments or notify Bellevue of its approval within **10 working days** of receipt of the draft;
- D. Review preliminary draft discipline reports and technical memoranda and provide comments to Bellevue within **30 working days, the review time for subsequent drafts shall be 15 days;**
- E. Review preliminary drafts of the phases of a DEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within **30 working days, the review time for subsequent drafts shall be 15 days;**
- F. Review drafts of a FEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within **30 working days, the review time for subsequent drafts shall be 15 days;**
- G. Promptly provide access to data and studies reasonably available to the Co-Lead Jurisdiction with respect to any Site within its boundaries, and promptly provide the cooperation of experts on the staff of relevant Jurisdiction departments, to Bellevue and to consultants;

H. Identify, and consult with Bellevue and consultants with respect to, (i) all actions, within the meaning of SEPA, that would be required of the Co-Lead Jurisdiction for purposes of participating in the review of the Proposal that is included in the DEIS, and (ii) all notice requirements under the ordinances and regulations of that Jurisdiction; and

I. Any other provision notwithstanding, if the Principal Jurisdictions determine that the FEIS shall be part of a phased review, then the Co-lead Jurisdictions shall not have any obligations under this Agreement for any phase after the FEIS.

## **5.0 Approvals**

A. Except as otherwise stated in this Section, the approval of a majority of Principal Jurisdictions, one of which must be Bellevue, is required and is sufficient for any of the following:

- (i) Issuance of the determination of significance and scoping notice;
- (ii) Determination of whether and to what extent SEPA review for the Proposal will be phased, and of the types of impacts to be analyzed in detail in the DEIS and FEIS;
- (iii) Issuance of the DEIS, and any supplement or addendum to the DEIS;
- (iv) Issuance of the FEIS, and any supplement or addendum to the FEIS;
- (v) Any decision with respect to the settlement of any appeal or with respect to action to be taken upon any adverse decision or remand resulting from any appeal;
- (vi) Amendments adding Participating Jurisdictions as Parties to the Agreement; and
- (vii) Selection of a consultant or consultants to assist with the performance of this Agreement.

B. If at any time there shall be three or fewer Principal Jurisdictions that remain Parties to this Agreement, the approval of two Principal Jurisdictions, one of which must be Bellevue, shall be necessary and sufficient for any of the actions listed in subsection A of this Section.

C. Approval for designation of a preferred alternative in the FEIS is governed by subsections 2.1 and 5.0 of this Agreement.

## **6.0 Costs**

A. Consultant costs associated with developing the EIS shall be funded by PSE and paid through the City of Bellevue Development Services Department permit fee structure. The City of Bellevue shall have the sole responsibility of negotiating PSE's payment of EIS consultant and processing costs.

B. Each Principal Jurisdiction shall have the responsibility of coordinating and negotiating reimbursement from PSE for their own respective staff resource costs incurred with project and

EIS analysis.

## **7.0 Appeals**

A. Unless otherwise provided by applicable law, timely appeals of the adequacy of the FEIS and compliance with applicable SEPA procedural requirements shall be heard by the Washington State Superior Court in accordance with Chapter 22.02 Bellevue City Code. Bellevue shall have sole responsibility to defend the adequacy of the FEIS, as to the actions covered by the FEIS, in any appeal before a court with jurisdiction, to the extent such appeal relates to the adequacy of the FEIS or compliance with the applicable SEPA procedural requirements.

B. The costs of such defense including any appeal of a decision by a court on the adequacy of the FEIS, including without limitation costs of in-house attorneys, outside counsel if deemed necessary by Bellevue, staff support and costs of experts, shall be considered costs allocable hereunder.

C. Prior to the commencement of any appeal proceedings, the Principal Jurisdictions shall enter into agreement stipulating proportional cost sharing related to legal defense not recoverable from PSE. Costs shall be distributed among those Principal Jurisdictions to which the issues raised in the appeal pertain. Where the issues pertain to more than one Principal Jurisdiction, costs shall be distributed among the affected Principal Jurisdictions based on the proportional distribution of EIS alternative alignments located within each Principal Jurisdiction to which the issues raised in the appeal pertain.

D. Subject to the execution of a satisfactory common interests and confidentiality agreement, Bellevue shall keep the Co-lead Jurisdictions reasonably informed of the status of the appeal and shall consult with them regarding any major decisions.

E. Any administrative appeal or court challenge to a substantive action, including without limitation a change in development regulations or project permit decision, whether or not joined with a challenge to be defended under subsection A and whether or not involving issues of SEPA compliance or exercise of SEPA authority, is outside the scope of this Agreement.

## **8.0 Effectiveness; Additional Parties; Termination; Withdrawal of a Party**

A. Effective Date. This Agreement will become effective upon signing and delivery of the Agreement by all Principal Jurisdictions.

B. Change of Party Status. Any Principal Jurisdiction may become a Participating Jurisdiction under this Agreement by amendment approved under Section 12.0, without need for action of the legislative bodies of the existing Parties. Participating Jurisdictions will not have authority over decisions under this Agreement, but will have the same rights and responsibilities for review and comment on draft documents as Co- Lead Jurisdictions.

C. Termination. This Agreement shall remain in effect until the FEIS, and any supplements or

addenda to the FEIS that may be required as a result of any appeal proceeding, have been issued, and either the time for any appeal of Bellevue's decision on the adequacy of the FEIS shall have expired or a final decision on an appeal of that determination, in which Bellevue has responsibility for defense under Section 7.0 of this Agreement, shall have been issued by a court or other administrative tribunal with jurisdiction to hear an initial appeal on the adequacy of the FEIS.

D. Withdrawal. Any Party, may, upon thirty (30) days written notice to the other Parties, withdraw from this Agreement without cause. If a Co-Lead Jurisdiction or Participating Jurisdiction withdraws from this Agreement, then the Agreement shall remain in effect among the remaining Parties.

- (i) The withdrawing Party, as of the date of termination, shall not have any rights of a Party, or of a Principal Jurisdiction or Co-Lead Agency, under this Agreement, and no consent of that Party shall be required for any purpose under this Agreement. The withdrawing Party is released from any obligation to perform its obligations pursuant to the Agreement..
- (ii) Any Party that withdraws from this Agreement shall remain obligated for its share of costs allocable under this Agreement that are incurred through the date of termination of this Agreement.
- (iii) If a Co-Lead Jurisdiction withdraws from the Agreement, any Site in that Jurisdiction shall remain among the alternatives for the Proposal unless and until the remaining Parties unanimously agree otherwise, and the withdrawing Party shall remain obligated to cooperate in providing information required for environmental review with regard to that Site.
- (iv) If Bellevue withdraws from this Agreement, then this Agreement shall terminate on the effective date of withdrawal.

## **9.0 Remedies**

Except as provided in Sections 7.0 above, this Agreement shall not result in any monetary liability, in damages or otherwise, from any Party to another. No Party shall be liable for any damages to, or costs incurred by, other Parties resulting from any actual or alleged error, misstatement or omission in any SEPA document or related to any SEPA process, or any ruling regarding failure to comply with SEPA, whether or not the result of the negligence of a Party. Except for monetary obligations under Section 6.0 of this Agreement, any suit to enforce the terms of this Agreement or any obligation under this Agreement shall be limited to equitable remedies not involving payment of money.

## **10.1 Dispute Resolution**

A. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may

arise through this dispute resolution process. In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the dispute informally and resolve potential sources of conflict at the lowest level. All parties to the dispute shall participate in a good faith mediation effort to resolve their differences before bringing any legal action.

B. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

(a) Level One – The EIS Collaboration Team designated representatives shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

(b) Level Two – The EIS Steering Committee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

(c) Level Three – The services of an independent facilitator provided by the EIS consultant shall be engaged to resolve or adjudicate the dispute in a timely manner.

C. If the dispute involves a claimed breach of this Agreement and the Parties are not able to resolve the dispute informally, then the Party may bring suit against the other Party in King County Superior Court.

D. As an alternative to the above, the Parties may agree in writing to mediation, or some other alternative dispute resolution process.

E. If the dispute includes PSE, the issue(s) shall be taken to an independent project facilitator provided by the EIS consultant who will seek resolution with PSE.

## **11.0 Notices**

The Parties' addresses for notices under this Agreement shall be the physical and electronic addresses of the primary contacts as set forth below the signature of each Party on this Agreement or on the amendment adding that Party, as the case may be, in each case until a Party shall have provided written notice of substitute primary contact information to the other Parties hereunder.

Notice and copies of documents may be provided by email, and if so provided shall be effective on the day received if received on a Working Day by 5:00 PM Pacific time, and if later then effective on the next Working Day. If provided by U.S. mail, any notice or other communication shall be effective on the second Working Day after deposit in the U.S. mail, postage prepaid, addressed in accordance with this Section.

## 12.0 Counterparts

This Agreement may be executed in counterparts; each of which shall constitute an original and which together shall constitute a single agreement, and shall be binding and effective when each Principal Jurisdiction has signed at least one counterpart, regardless whether all Principal Jurisdictions shall have signed the same counterpart. Any amendment adding a Participating Jurisdiction may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single amendment, and shall be binding and effective when each Principal Jurisdiction and the Participating Jurisdiction being added each has signed at least one counterpart that has been delivered to the City of Bellevue, regardless whether all of them shall have signed the same counterpart.

## 13.0 Severability

If any provision of this Agreement shall be held by a court to be invalid or unenforceable, or if this Agreement or a provision hereof shall be held by a court not to be binding or enforceable against a particular Party, then the remaining provisions, or the provisions hereof as applied to all other Parties, as the case may be, shall remain in full force and effect. To the extent that the obligation of any Party to contribute to costs as described herein shall be finally determined by a court to be invalid or unenforceable, that Party's share of costs shall be reallocated among the remaining Parties in proportion to their respective shares under this Agreement.

## 14.0 Entire Agreement, Modification

This Agreement is the entire agreement of the Parties with respect to SEPA matters involving the Proposal. This Agreement does not supersede, and unless expressly so agreed in writing shall not be affected by, any other agreement among any of the Parties regarding any aspects of the Proposal other than SEPA matters. This Agreement may be modified only by written agreement of all Parties, but any written agreement affecting only the rights and obligations as among two or more Principal Jurisdictions shall be valid without agreement of any other Parties.

## 15.0 No Partnership

This Agreement does not establish any partnership or joint venture, nor authorize any Party to incur a liability or obligation binding on another Party or Parties.

## 16.0 Interpretation

The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

## 17.0 Ratification and Confirmation

All acts taken prior to the effective date of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed retroactive to ~~December XX, 2014~~.

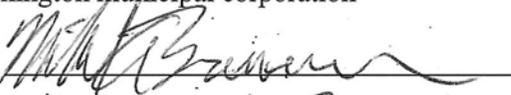
## **18.0 Miscellaneous**

- A. This Agreement is for the benefit only of the Parties, and shall not give rise to any claim or remedy for any other person.
- B. Nothing in this Agreement shall delegate, diminish or modify the statutory or regulatory authority of the Parties.
- C. Time is of the essence of the terms of this Agreement.

**[signature pages follow]**

## Principal Jurisdictions

THE CITY OF BELLEVUE, a  
Washington municipal corporation

By:   
Name: MICHAEL A. BRENNAN

Date: 2/20, ~~2014~~ <sup>2015</sup>  
Title: DIRECTOR DSD

<p>(i) Agreement primary contact:</p> <p>Name: <u>David Pyle</u>          Title: <u>Senior Land Use Planner</u>          Address: <u>450 110<sup>th</sup> Ave NE, Bellevue</u>          Phone: <u>425-452-2973</u>          Email: <u>dpyle@bellevuewa.gov</u></p>	<p>(ii) Authorized Official</p> <p>Name: <u>MICHAEL A. BRENNAN</u>          Title: <u>DIRECTOR DSD</u>          Address: <u>450 110<sup>th</sup> AVE NE</u>          Phone: <u>425-452-4113</u>          Email: <u>MBRENNAN@BELLEVUEWA.GOV</u></p>
<p>(iii) EIS Steering Committee Designee</p> <p>Name: <u>Carol Helland</u>          Title: <u>Land Use Director</u>          Address: <u>450 110<sup>th</sup> Ave NE, Bellevue</u>          Phone: <u>425-452-2724</u>          Email: <u>chelland@bellevuewa.gov</u></p>	<p>(iv) EIS Collaboration Team Designee</p> <p>Name: <u>David Pyle</u>          Title: <u>Senior Land Use Planner</u>          Address: <u>450 110<sup>th</sup> Ave NE, Bellevue</u>          Phone: <u>425-452-2973</u>          Email: <u>dpyle@bellevuewa.gov</u></p>

THE CITY OF KIRKLAND, a  
Washington Municipal Corporation

By: Marilyn Beard, Deputy City Manager Date: 12/18/14, 2014  
For Name: Kurt Triplett Title: City Manager

CON/14/394

<p>(i) Agreement primary contact:</p> <p>By: <u>Robin S. Jenkinson</u> Name: <u>Robin S. Jenkinson</u> Title: <u>City Attorney</u> Address: <u>123 5<sup>th</sup> Avenue, Kirkland, WA 98033</u> Phone: <u>425.587.3031</u> Email: <u>rjenkinson@kirklandwa.gov</u></p>	<p>(ii) Authorized Official</p> <p>By: <u>Eric R. Shields</u> Name: <u>Eric R. Shields, AICP</u> Title: <u>Planning Director</u> Address: <u>123 5<sup>th</sup> Avenue, Kirkland, WA 98033</u> Phone: <u>425.587.3226</u> Email: <u>eshields@kirklandwa.gov</u></p>
<p>(iii) EIS Steering Committee Designee</p> <p>By: <u>Eric R. Shields</u> Name: <u>Eric R. Shields, AICP</u> Title: <u>Planning Director</u> Address: <u>123 5<sup>th</sup> Avenue, Kirkland, WA 98033</u> Phone: <u>425.587.3226</u> Email: <u>eshields@kirklandwa.gov</u></p>	<p>(iv) EIS Collaboration Team Designee</p> <p>By: <u>Nancy Cox</u> Name: <u>Nancy Cox, AICP</u> Title: <u>Development Review Manager</u> Address: <u>123 5<sup>th</sup> Avenue, Kirkland, WA 98033</u> Phone: <u>425.587.3228</u> Email: <u>ncox@kirklandwa.gov</u></p>

THE CITY OF NEWCASTLE, a  
Washington Municipal Corporation

By:   
2014

Date: 01/09/2015,

Name: Robert Wyman

Title: City Manager

<p>(i) Agreement primary contact:</p> <p>Name: <u>Tim McHarg</u></p> <p>Title: <u>Community Development Director</u></p> <p>Address: <u>12835 Newcastle Way, Suite 200</u> <u>Newcastle, WA 98056</u></p> <p>Phone: <u>425-649-4444, ext. 112</u></p> <p>Email: <u>timm@ci.newcastle.wa.us</u></p>	<p>(ii) Authorized Official</p> <p>Name: <u>Robert Wyman</u></p> <p>Title: <u>City Manager</u></p> <p>Address: <u>12835 Newcastle Way, Suite 200</u> <u>Newcastle, WA 98056</u></p> <p>Phone: <u>425-649-4444, ext. 107</u></p> <p>Email: <u>robw@ci.newcastle.wa.us</u></p>
<p>(iii) EIS Steering Committee Designee</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>(iv) EIS Collaboration Team Designee</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p>

THE CITY OF REDMOND, a  
Washington municipal corporation

By: M. Marchione for  
2014

Date: 2/6/2015

Name: John Marchione

Title: Mayor

<p>(i) Agreement primary contact:</p> <p>Name: <u>Cathy Beam</u></p> <p>Title: <u>Principal Planner</u></p> <p>Address: <u>PO Box 97010, Redmond WA 98073</u></p> <p>Phone: <u>425-556-2429</u></p> <p>Email: <u>cbeam@redmond.gov</u></p>	<p>(ii) Authorized Official</p> <p>Name: <u>John Marchione</u></p> <p>Title: <u>Mayor</u></p> <p>Address: <u>PO Box 97010, Redmond, WA 98073</u></p> <p>Phone: <u>425-556-2101</u></p> <p>Email: <u>jmarchione@redmond.gov</u></p>
<p>(iii) EIS Steering Committee Designee</p> <p>Name: <u>Rob Odle</u></p> <p>Title: <u>Planning Director</u></p> <p>Address: <u>PO Box 97010, Redmond WA 98073</u></p> <p>Phone: <u>425-556-2417</u></p> <p>Email: <u>rodle@redmond.gov</u></p>	<p>(iv) EIS Collaboration Team Designee</p> <p>Name: <u>Cathy Beam</u></p> <p>Title: <u>Principal Planner</u></p> <p>Address: <u>PO Box 97010, Redmond, WA 98073</u></p> <p>Phone: <u>425-556-2429</u></p> <p>Email: <u>cbeam@redmond.gov</u></p>

THE CITY OF RENTON, a  
Washington Municipal Corporation

By: Denis Law

Date: 2/11/15

Name: Denis Law

Title: Mayor

(i) Agreement contact:	primary	(ii) Authorized Official
Name: <u>GREGG ZIMMERMAN</u> Title: <u>PUBLIC WORKS ADMINISTRATOR</u> Address: <u>1055 SOUTH GRADY WAY</u> <u>RENTON, WA 98057</u> Phone: <u>(425) 430-7311</u> Email: <u>gzimmerman@rentonwa.gov</u>		Name: <u>DENIS LAW</u> Title: <u>MAYOR</u> Address: <u>1055 SOUTH GRADY WAY</u> <u>RENTON, WA 98057</u> Phone: <u>(425) 430-6520</u> Email: <u>dlaw@rentonwa.gov</u>
(iii) EIS Steering Committee Designee Name: <u>CHIP VINCENT</u> Title: <u>COMMUNITY ECONOMIC DEV. ADMIN</u> Address: <u>1055 SOUTH GRADY WAY</u> <u>RENTON WA, 98057</u> Phone: _____ Email: <u>cvincent@rentonwa.gov</u>		(iv) EIS Collaboration Team Designee Name: <u>Jennifer Henning</u> Title: <u>PLANNING DIRECTOR</u> Address: <u>1055 SOUTH GRADY WAY</u> <u>RENTON, WA 98057</u> Phone: <u>(425) 430-7286</u> Email: <u>jhenning@rentonwa.gov</u>

Attest: J. A. Seth 2/11/15  
Jason A. Seth, City Clerk

Approved as to Legal Form:  
Lawrence J. Warren  
Lawrence J. Warren, Renton City Attorney



## **ATTACHMENT A**

### **PROPOSAL DESCRIPTION**

#### Proposal Description

PSE has determined that projected electrical load growth in the Eastside area of Puget Sound Energy's operating system is outstripping the capacity to deliver reliable sources of electricity to the region. This encompasses the area east of Lake Washington between the cities of Redmond and Renton. A detailed description of the electrical system problem is provided in PSE's Needs Report (2012). PSE's transmission system backbone in the Eastside area comprises four 230 kV – 115 kV transformers. These transformers, under certain operational conditions (i.e., cold winter days), are operating near capacity and system studies and models have shown that they are expected to exceed that capacity as early as the winter of 2017/2018. In addition to these transformers at PSE's Talbot Hill and Sammamish substations, several 115 kV lines are also subject to overloading. These overloads show that there is a need for additional 230 kV transmission supply to support the Eastside area. This situation creates operational conditions that do not comply with mandatory reliability requirements. Furthermore, electric generation facilities located in this area of King County provide less than 10% of the peak electric load; therefore, the area is quite dependent on the electric transmission system. Electrical system studies performed independently and by PSE have demonstrated that different parts of the transmission system will not meet minimum mandatory reliability requirements for given system conditions under contingent operation. These minimum reliability requirements are mandated by the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC).

A number of solutions were identified and analyzed to assess viable ways of solving the transmission supply problem. Viable solutions have to solve the various power flow issues in the Eastside area as well as satisfying longevity criteria, be constructible, and cost effective. A ten year study horizon was used between 2012 and 2022. To develop the potential solutions, the following categories were identified: demand side reductions; generation; transformer additions with minimal reinforcement, and transformer with new transmission line. Each solution type was then subjected to power flow analysis using the base cases described in the Needs Report as well as an extensive list of contingencies. Based on the results of the power flow analysis, the most promising solutions were further evaluated from the perspective of overall system performance, operational flexibility, and longevity. Additional details regarding the solutions considered to solve the problem are provided in PSE's Solutions Report (2012) and other supporting documents.

#### **Demand Side Reduction/Non-Wire Technologies**

*Description:* The addition of demand side reduction or conservation measures was evaluated by PSE's Energy Efficiency Group. These include energy efficiency, demand response, and distributed generation measures. Energy efficiency measures include things such promoting the installation of more efficient appliances, changing out incandescent light bulbs for LED, updating windows and insulation, as well as numerous others. PSE has extensive programs to promote such efficiency improvements, but cannot require that customers implement them. Demand response entails energy reduction programs where specialized devices are installed that can be used to

control users electrical uses to better accommodate and manage peak usage. PSE has run pilot projects using this technology, but such programs have not been popular and cannot be required by the utility. Installing roof top solar panels, small scale wind turbines, and waste digesters are all forms of distributed generation, again all which cannot be required by a utility's customers.

These solutions do not represent a permanent alternative to avoid the need for infrastructure improvements and upgrades necessary to operate the system at the required reliability levels; however they are a necessary component of the solution (PSE Screening Study 2014).

## **Generation**

*Description:* It has been determined that a 300 MW natural gas fired power plant located within the Eastside could potentially solve the identified problem. This size plant would be comparable to the 325 MVA nameplate capacities of PSE's 230 kV – 115 kV transformers. In addition to the construction of the power plant, more than 30 miles of new and upgraded 115 kV transmission lines would be required as would possibly a new natural gas pipeline and/or water pipeline. The number and length of supporting infrastructure transmission lines and pipelines would be dependent upon where a generation facility could be developed. Other generation technologies were evaluated, but determined to be inadequate or inappropriate for the project area. New generation would have to be sited so that it could relieve the 230 kV – 115 kV substation transformers and 115 kV transmission lines that were identified as being at risk of overload in the 2013 PSE Eastside Needs Assessment Report.

## **New Transformer – Existing Substation**

*Description:* The PSE planning team evaluated installing only a new 230 kV – 115 kV transformer at an existing substation, such as the existing Sammamish substation, Talbot Hill substation, and Lake Tradition substations. It is anticipated that this alternative would not require the installation of new 230 kV transmission lines since all three sites considered currently have nearby 230 kV sources. However, when electric system models and studies were performed, this scenario showed numerous 115 kV transmission system overloads, which indicated that a substantial amount of new 115 kV lines would need to be constructed and still with less than ideal system operational results.

## **New Transformer and Transmission Line**

*Description:* The most viable solution type considered was a combination of adding a new substation with a 230 kV transformer and connecting it with the Talbot and Sammamish substation via a new 230 kV transmission line. This solution would provide a new 230 kV transmission source and improve reliability for the Eastside area. To provide the greatest system efficiency, the new transformer would need to be located somewhere between SR520 and I-90.

## **No Action**

*Description:* Under the SEPA rules, when evaluating alternatives, the “no action” alternative also needs to be considered and compared to the other reasonable alternatives (WAC 197-11-440(5)(b)(ii)). In this instance, the no action alternative equates to not making improvements to the electrical transmission system. This would put the operation of the transmission system at risk and PSE out of compliance with FERC and NERC requirements.

# **Energize Eastside Collaborative EIS Jurisdiction Contact List**

\*For updates to this list please contact Heidi Bedwell at (425)452-4862 or at [hbedwell@bellevuewa.gov](mailto:hbedwell@bellevuewa.gov)

## **Program Management**

Heidi Bedwell  
Energize Eastside EIS Program Manager  
Senior Planner City of Bellevue  
(425)452-4862  
[hbedwell@bellevuewa.gov](mailto:hbedwell@bellevuewa.gov)

## **Professional Services Consultant**

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Energize Eastside EIS Project Manager  
Environmental Science Associates (ESA)  
Seattle, WA  
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[MJohnson@esassoc.com](mailto:MJohnson@esassoc.com)

## **Renton**

### **EIS Steering Committee:**

Gregg A. Zimmerman  
P.E., Public Works Department Administrator  
(425) 430-7311  
[gzimmerman@rentonwa.gov](mailto:gzimmerman@rentonwa.gov)

Chip Vincent  
Community and Economic Development Administrator  
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**EIS Collaboration Group:**

Jennifer Henning  
Planning Director  
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Vanessa Dolbee  
Planning Supervisor  
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**Coordinating EIS Inter-local Agreement:**

Gregg A. Zimmerman  
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Chip Vincent  
Community and Economic Development Administrator  
(425) 430-6588  
[cvincent@rentonwa.gov](mailto:cvincent@rentonwa.gov)

**Kirkland**

**EIS Steering Committee:**

Eric R. Shields, AICP  
Director of Planning and Community Development  
(425) 587-3226  
[Eshields@kirklandwa.gov](mailto:eshields@kirklandwa.gov)

**EIS Collaboration Group:**

Jeremy McMahan  
Planning Supervisor  
City of Kirkland  
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**Coordinating EIS Inter-local Agreement:**

Robin Jenkinson  
City Attorney  
City of Kirkland  
[Rjenkinson@Kirklandwa.gov](mailto:Rjenkinson@Kirklandwa.gov)  
425-587-3031

Oskar Rey  
Assistant City Attorney  
City of Kirkland  
[OREy@kirklandwa.gov](mailto:OREy@kirklandwa.gov)  
425-587-3030

**Redmond**

**EIS Steering Committee:**

Rob Odle  
Planning Director  
(425)556-2417  
[rodle@redmond.gov](mailto:rodle@redmond.gov)

**EIS Collaboration Group:**

Cathy Beam  
Principal Planner  
(425)556-2429  
[cbeam@redmond.gov](mailto:cbeam@redmond.gov)

**Coordinating EIS Inter-local Agreement:**

On-call legal

**Newcastle**

**EIS Steering Committee:**  
Tim McHarg, AICP  
Community Development Director  
City of Newcastle

12835 Newcastle Way, Suite 200  
Newcastle, WA 98056-1316  
(425) 649-4444, ext. 112  
[timmm@ci.newcastle.wa.us](mailto:timmm@ci.newcastle.wa.us)

**EIS Collaboration Group:**

David Lee  
Associate Planner  
City of Newcastle  
12835 Newcastle Way, Suite 200  
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**Coordinating EIS Inter-local Agreement:**

Dawn Reitan  
City Attorney  
Inslee, Best Doezie & Ryder, PS  
Skyline Tower, 10900 NE 4th Street, Suite 1500  
Bellevue, WA 98009-9016  
(425) 450-4257  
[DReitan@insleebest.com](mailto:DReitan@insleebest.com)

**King County (Not Participating – contacts listed)**

David St.John  
Policy Advisor  
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## **Bellevue**

### **EIS Steering Committee:**

Carol Helland  
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### **EIS Collaboration Group:**

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### **Coordinating EIS Inter-local Agreement:**

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2

# Communications Team Protocols

# Communications Team Protocols

## Public Inquires

- The Energize Eastside EIS Program Manager will be the primary point of contact, and will be assisted by other communications team members.
- A single project email address will be set up to receive public inquiries about the Energize Eastside EIS project.
- ESA and the Energize Eastside EIS Program Manager will monitor the email inbox, and notify other communications team members as needed to respond to inquiries.
- Project contact information, including the names and phone numbers of Cities communication team members, will be provided on the project website.

## Review and Approval of Materials

- Each City will have one designated Energize Eastside EIS communications team member who will be responsible for reviewing and approving materials and providing feedback to the Energize Eastside EIS Program Manager.
- Cities will be provided with a minimum of 14 calendar days for review of materials. Exceptions include time-sensitive materials, such as those needed to respond to misinformation, and materials governed by the Interagency Agreement with specific stipulated timelines.
- The Energize Eastside EIS Program Manager will provide final review and approval of all information for publication, including time-sensitive information. In the event the Energize Eastside EIS Program Manager is not available, Carol Helland will be the secondary contact and authorized to act on their behalf.

## Public Notification

- Communications Team members will comply with the protocols for public notification outlined in Appendix 5.

## Project Website Updates

- The Energize Eastside EIS Program Manager will communicate requests from the Cities to update the website to the consultant team.
- If a website update request is time sensitive, the consultant team will strive to post the information on the same day or the following business day.

# 3

## Scoping Meetings Concept Paper

# Scoping Meetings Concept Paper

## Goal

- Educate the public in the cities of Bellevue, Kirkland, Newcastle, Redmond and Renton about the Energize Eastside EIS project, and solicit scoping comments for the programmatic alternatives and mitigation measures to be considered during Phase 1 of the project.
- Demonstrate a clear and transparent process
- Provide project information
- Listen to public scoping comments and other concerns

## Dates & Times

- May 12 - City of Bellevue: (6-9 PM)  
May 26 - City of Kirkland: (6-8 PM)
- May 28 - City of Newcastle: (6-8 PM)
- May 30 - City of Redmond: (2-4 PM)
- May 14 - City of Renton: (6-8 PM)

## Locations

- City of Bellevue: City Hall
- City of Kirkland: City Hall
- City of Newcastle: Newcastle Elementary School Multipurpose Room
- City of Redmond: North Bellevue Community Center
- City of Renton: City Hall

## Room Layout

- Tables in foyer, near entry, for sign-ins & handouts, laptop set up for comments
- One set of exhibits in foyer outside of meeting room or separate room (may include duplicate exhibits of the alternatives and electrical system)
- Table for PSE staff and information
- Projector stand and projection surface inside room
- Table, chairs and microphone for SEPA official, City staff and presenters
- Microphone on stand or podium for people giving public comment (facing SEPA official)
- Clock for timing public comment (facing people giving public comment)
- Chairs inside room for seating during comment period (facing SEPA official)
- Tables and chairs inside room for court reporter

## Agenda

*(Note: Times will vary based on start time. The end time will be extended for the Bellevue meeting in anticipation of a larger turnout.)*

6:00 – 6:45 Welcome + Open House

6:45 – 7:00 Presentation

7:00 – 8:00 Public Comment Period (inside meeting room) + Open House (continues in foyer)

Public Comment Period continues until everyone has spoken

*(If there are a large number of people who would like to give oral comment, a number of techniques can be used to manage time, including asking just one individual to speak on behalf of a group, asking people to limit comments to 1.5 minutes instead of 3 minutes, and using a speaker sign up form.)*

## Exhibits

Exhibits will be set up in the foyers or a separate meeting room depending on the space availability at each venue. Stations will be staffed, and staff will be prepared with talking points to give “mini-presentations” and answer questions about their subject matter. During the public comment portion of the event, the stations in the foyer will be staffed.

*Sign In Table* (staff from host city and 3SB)

### **Station #1 Project Overview (3SB)**

- Welcome + Agenda
- What is the Energize Eastside EIS?
- Process/Schedule

### **Station #2 Electrical System 101 (Stantec for Bellevue, PSE, ESA)**

- Eastside electrical system
- Projected electrical transmission capacity deficiency

### **Station #3 What is SEPA review? (ESA, 3SB)**

- What is an EIS?
- What is scoping?
- Guidelines for commenting

#### **Station #4 What is Being Analyzed?** (Bellevue Staff, ESA)

- What programmatic alternatives will be analyzed as part of EIS? (4 exhibits, one for each of the three alternatives plus a no action)
- What elements of the environment will be analyzed as part of EIS?
- What is mitigation?

#### **Station #5 PSE Information Table**

##### **Slide Presentation**

15 minutes: Introduction by local City representative, high-level presentation that provides a project overview and explanation of the SEPA review process, description of the alternatives and the opportunity for comment.

##### **Comment Period**

A formal comment period will be provided for people to give oral comment that is recorded by a court reporter.

##### **Notification**

- Legal notice and display ads in the Seattle Times, Renton Reporter, City of Bellevue's weekly permit bulletin, e-serve lists of all City partners, posted signs at locations identified by the Cities.
- E-mail notification to all available e-serve lists, including Energize Eastside EIS project list, Energize Eastside project list (distributed by PSE), City lists (distributed by Cities)
- Web site notice (posted by project team, Cities)
- Social media via Cities' sites

##### **Supplies to Bring**

- Project fact sheet
- Comment form
- Sign in form
- Name tags for project staff and consultants
- Easels (20) (Bellevue, ESA, 3SB)
- Displays (14)
- Pencils, pens, markers, scissors, sticky notes, tape
- Digital camera
- Directional signage
- A-board sign
- Sound equipment (Bellevue)
- Computer and hot spot wifi (ESA)

## Staff and Consultant Participants

<b>SEPA Official</b>	Carol Helland (Bellevue)
<b>Energize Eastside EIS Program Manager</b>	David Pyle (Bellevue)
<b>City EIS Points of Contact</b>	Jeremy McMahan (Kirkland), Tim McHarg and David Lee (Newcastle), Cathy Beam (Redmond), Jennifer Henning (Renton)
<b>PSE</b>	Jens Nedrud
<b>ESA</b>	Mark Johnson, Reema Shakra
<b>3 Square Blocks</b>	Marcia Wagoner, Michael Read, Casey Bradfield

## Tentative Schedule

Week of 3/23	Identify and confirm meeting locations
Week of 3/30	Meeting dates, times and locations finalized Develop scoping notice draft
Week of 4/6	Scoping notice draft provided to cities for review Develop concept for exhibits Develop concept for fact sheet Identify court reporters
Week of 4/13	Scoping notice reviewed Scoping notice finalized Draft project signage, display advertisement and flyer Prepare for online open house/major website update Confirm court reporters Signage request with specific locations sent to sign installation company Scoping notice and flyer shared with City project contacts for distribution via City-managed outlets such as websites and social media
Week of 4/20	Advertise scoping notice in City of Bellevue's weekly permit bulletin Legal notice and display advertisement requests sent to newspapers Review exhibits and handout

- Week of 4/27** Notice emailed and mailed to City contact lists  
Draft exhibits and draft fact sheet provided to Cities for review  
Website update  
**Scoping period begins on April 30**  
**Online open house begins**  
Arrange for interpreters, based on requests as they come in  
Road signs installed  
Legal notice published in Seattle Times on April 30  
Legal notice published in Renton Reporter on May 1  
Display ads published in Seattle Times, Bellevue Reporter, Kirkland Reporter, Redmond Reporter and Renton Reporter
- Week of 5/4 Exhibits and handout finalized  
Team phone call to review logistical details
- Week of 5/11 Scoping Meetings**  
Display ad published in Seattle Times
- Week of 5/18 Team phone call to review logistical details (if needed)
- Week of 5/24 Scoping Meetings**
- Week of 6/15 Online open house ends**

# 4

## Project Logo and Style Guidelines

# Project Logo and Style Guidelines

## Logo

The Energize Eastside EIS project logo and logo variations are shown below. All project materials will contain one of these, to clearly distinguish them as being part of the Energize Eastside EIS process.

### *Primary Project Logo:*



### *Project Logo with City Logos:*



### *Project Logo with EIS Spelled Out:*



## Project Colors

The Energize Eastside EIS project colors are listed below. These colors should be used as noted below in project publications.

Color	Color Name	Use	RGB code		
			R	G	B
	Project Blue	Titles	43	59	88
	Project Brown	Subtitles	112	69	28
	Project Black	Text	0	0	0
	Project Grey	Background	243	242	243
	Project Yellow	Accent	240	185	73
	Project Green	Accent	161	168	57
	Project Red	Accent	240	76	35

## Project Fonts

The Energize Eastside EIS project fonts are Times New Roman for long passages and Helvetica Light and Bold for headings, sub-headings, callouts and other small blocks of text. These fonts should be used as noted below in project publications, other than the EIS itself, for which a separate style guide will be established in consultation with the City of Bellevue.

Font	Use
Helvetica Light and Bold	Headings, callouts
Times New Roman	Text

# 5

## **Public Notice and Public Comment Protocols**

## **Public Notice and Public Comment Protocols**

### **Notice of Comment Period**

In order to develop protocols for public notice for the Energize Eastside EIS, the Project Manager from the City of Bellevue engaged the project contacts at the cities of Kirkland, Newcastle, Redmond and Renton. Public notification methods that are required by City codes were identified, as well as methods that may be used by the Cities to share information with the public in addition to required methods.

All Cities require notice of public comment periods for the Energize Eastside EIS to be issued, and legal advertisements of notice in a newspaper of record. The newspaper of record for all cities but Renton is the Seattle Times. The newspaper of record for the City of Renton is the Renton Reporter. In addition, the cities of Newcastle and Renton require project signage near the project site. The City of Newcastle also requires mailed notice to residents around the project site, and the City of Redmond requires notice to be posted at City Hall and the Redmond Library.

Cities may choose to utilize additional notification methods that go above and beyond the legal requirements, such as display ads in local newspapers, project signage and flyers, direct mailings, inserts in utility bills, email notification, press releases, radio announcements, television spots, specialized outreach to traditionally underrepresented groups, and notification posted on City websites and other City information outlets such as social media sites.

It is the responsibility of the Project Manager to initiate the process of developing notice of public comment periods and placing legal advertisements in newspapers of record. The Project Manager is also responsible for coordinating the placement of large-format project signage in the public right of way, and for communicating requests to PSE to share information about the Energize Eastside EIS through their information outlets. The project contacts at each City are responsible for supporting the Project Manager in taking these steps. The project contacts are also responsible for providing review of notice materials in a timely manner (as outlined in Appendix 2), and for initiating any notification requirements unique to their jurisdictions.

The Project Manager will provide the project contacts at each City with copies of notices and other communication materials developed by the City of Bellevue and the consultant team to advertise comment periods to the public. The project contacts may share these materials, or a summary of the information they contain, with community members. Methods of sharing may include posting on City websites, social media sites, community calendars or physical locations such as libraries and community centers.

A record of public notification activities conducted for the Energize Eastside EIS is included at the end of this document.

## **Parties of Record**

Parties of Record will be provided with mailed notice of all comment periods for the Energize Eastside EIS. The Project Manager is responsible for initiating these mailings.

In order to be considered a Party of Record, a member of the public must formally submit a comment on the Energize Eastside EIS with their full name and mailing address during one of the four public comment periods that are part of the EIS process. A party of record entitles a member of the public to seek reconsideration or appeal a City of Bellevue permit decision. Only parties of record are entitled to appeal, but being a party of record does not automatically make a member of the public a part of any subsequent appeal. The methods for formally submitting comments are to: 1) use the online comment form available at the project website, 2) attend and submit oral or written comment at a public scoping meeting or a public hearing for the Energize Eastside EIS, or 3) submit comments via email or mail to the Project Manager or one of the project contacts at the Cities. If the Project Manager or project contacts receive an email comment without a full name and mailing address, they should follow up and request this information. The project contacts at the Cities are responsible for forwarding any comments they receive to the Project Manager, who will in turn send them to the consultant team. The consultant team is responsible for managing comment records and maintaining the list of Parties of Record.

The project website includes an online form where people can sign up to receive email updates about the project. Signing up for email updates does not cause someone to become a Party of Record.

## **Responses to Public Comments**

The following approach will be used for providing responses to public comments. Different types of responses will be provided during different stages of the project. This approach is consistent with SEPA requirements.

### *Phase 1 Scoping Comment Period*

Comments received during the Phase 1 Scoping Comment Period will be responded to in a comment summary document that identifies the different types of issues and concerns heard from community members during the comment period. Responses to individual comments will not be provided. The summary document will be posted on the project website prior to publication of the Phase 1 Draft EIS.

### *Phase 1 DEIS Public Hearing*

Comments received during the Phase 1 Draft EIS Public Hearing will be responded to with a comment summary document and an interim response document explaining how the Lead Agency plans to respond to individual comments. The comment summary will be posted on the project website prior to the beginning of the Phase 2 Scoping Comment Period. The responses to individual comments will be part of the Final EIS and posted on the project website as part of the Final EIS.

### *Phase 2 Scoping Comment Period*

Comments received during the Phase 2 Scoping Comment Period will be responded to in a comment summary document that identifies the different types of issues and concerns heard from community members during the comment period. Responses to individual comments will not be provided. The summary document will be posted on the project website prior to publication of the Phase 2 Draft EIS.

### *Phase 2 DEIS Public Hearing*

Comments received during the Phase 2 DEIS Public Hearing will be responded to with a comment summary document and with individual responses in the Final EIS document. The comment summary document will be posted on the project website prior to publication of the Final EIS.

## **Public Notification Record**

The following is a record of public notification methods used during the Energize Eastside EIS Process.

<b>Comment Period for Phase 1 Scoping</b>	<ul style="list-style-type: none"><li>• Scoping notice published under file number 14-139122-LE by City of Bellevue, posted in City of Bellevue Permit Bulletin, posted on project website and mailed and emailed to each City's standard SEPA distribution list which include state agencies, adjacent jurisdictions, tribal governments, and other members of the public that have requested to be on the list.</li><li>• Legal advertisement of scoping notice in Seattle Times and Renton Reporter</li><li>• Display advertisements in Seattle Times, Kirkland Reporter, Bellevue Reporter, Redmond Reporter, Renton Reporter</li><li>• Road signs placed in the cities of Bellevue, Newcastle and Renton (The cities of Kirkland and Redmond declined the opportunity for installation of road signs at this stage.)</li><li>• Online open house on project website</li><li>• Flyer posted at public locations by Cities</li><li>• Social media posting by Cities</li></ul>
<b>Comment Period for Phase 1 DEIS</b>	<ul style="list-style-type: none"><li>• Notice of DEIS comment period posted in City of Bellevue Permit Bulletin, posted on project website, and mailed and emailed to each City's standard SEPA distribution list and also to the Energize Eastside EIS parties of record and interested parties.</li><li>• Legal advertisement of scoping notice in Seattle Times, Renton Reporter, and Issaquah Press</li><li>• Notice of the DEIS posted in Ecology SEPA register</li><li>• Hard copies of DEIS available at Cities' public facilities</li><li>• Display advertisements in Seattle Times, Kirkland Reporter, Bellevue Reporter, Redmond Reporter, and Renton Reporter</li></ul>

- Road signs placed in Bellevue, Newcastle, and Renton Open house materials on project website
- Social media posting by Cities

**Comment Period  
for Phase 2  
Scoping**

April 14- May 31, 2016

**Comment Period  
for Phase 2 DEIS**

*To be updated*