

Board of Directors Agenda Quarterly Meeting

Friday, June 21, 2024, 10:00 a.m. District Board Meeting Room, 8000 NE 52nd Court, Vancouver, WA 98665

The Board of Directors will be accepting public comment on published agenda items via <u>in-person</u> or <u>virtual</u> attendance during this meeting. *Written comments may be submitted to* <u>Imattos@crwwd.com</u> *by 5:00 PM the day before the meeting. Comments will be compiled and sent to the Board of Directors.*

Please join the meeting from your computer, tablet or smartphone: https://meet.goto.com/450095309

You can also dial in using your phone: (408) 650-3123; Access Code: 450-095-309

Regular Meeting

No	Item	Action/Info	Presenter	Time (minutes)
1.	Call To Order			
2.	Flag Salute			
3.	Late Additions to the Agenda			
4.	Public Comment This item is to provide an opportunity for citizen comment.	INFORMATION		5
5.	 Consent Agenda a. Board of Directors Meeting Minutes of March 15, 2024 b. Audit of Accounts c. Resolution No. 2024-01 – Alliance Civil Rights and Non-Discrimination 	ACTION		5
6.	 Reports a. Treasurer Report – First Quarter 2024 b. Operator Reports – First Quarter 2024 c. Capital Program Report – First Quarter 2024 d. 2024 Draft Capital Plan Update e. Regulatory Compliance Program Report f. Administrative Lead Report 	INFORMATION	Logan Jenkins Krause Peterson/ Krause Thomas Peterson	10 10 20 40 10 20
7.	Adjourn Meeting			

Next Meeting: Friday, September 20, 2024, 10:00 a.m., Regular Business Meeting

District Board Meeting Room, 8000 NE 52nd Court, Vancouver, WA 98665

The Board provides reasonable accommodations to persons with disabilities. Please contact a staff member (by noon Thursday) if we can be of assistance. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Board by raising your hand.



Board of Directors Meeting First Quarter 2024 MINUTES

Friday, March 15, 2024, 10:00 a.m. In-Person / Remote Meeting via GoToMeeting District Board Meeting Room, 8000 NE 52nd Court, Vancouver, WA 98665

Present:City of Battle Ground:
Clark County:Shane BowmanClark County:Sue MarshallCity of Ridgefield:Ron Onslow (arrived at 10:13 a.m.)Clark Regional Wastewater District:Norm Harker (left at 11:46 a.m.)

Staff: Clark Regional Wastewater District: John Peterson, David Logan, Matt Jenkins, Robin Krause, Kristen Thomas, Leanne Mattos; City of Battle Ground: Mark Herceg; Clark County: None; City of Ridgefield: None.

Attendees: Clark Regional Wastewater District: Denny Kiggins, Neil Kimsey, Kim Thur, Britny Carrier, Laine Keniston, Vanessa Johnson, Melissa Armstrong, Emily Brown; City of Vancouver: Frank Dick; Clark County: None; City of Battle Ground: None; City of Ridgefield: Lee Wells; Foster Garvey Legal Counsel: Lee Marchisio; Interested Citizens: None; Guest Speakers: None.

Regular Business Meeting

Call to order:

Chair Bowman called the meeting to order at 10:00 a.m.

- **1. Late Additions/Deletions to the Agenda** None.
- 2. Public Comment None.
- 3. Consent Agenda Action:

Sue Marshall moved, seconded by Norm Harker, <u>to approve the Consent Agenda, approving the December 15, 2023 meeting minutes; and ratifying claim warrants #10661-10665 in the amount of \$1,106,228.79 for December 2023, claim warrants #10666-10668 in the amount of \$3,884,252.39 for January 2024, claim warrants #10669-10672 in the amount of \$1,911,958.85 for February 2024. Motion carried unanimously.</u>

4. Board of Directors Officer Elections

John Peterson reviewed the Staff Report and Alliance election process. Norm Harker moved, seconded by Sue Marshall, <u>to elect Shane Bowman as the Discovery Clean Water Alliance Board of Directors</u> <u>Chair</u>. Motion carried unanimously. Norm Harker moved, seconded by Sue Marshall, <u>to elect Ron</u> <u>Onslow as Vice Chair</u>. Motion carried unanimously. Norm Harker moved, seconded by Sue Marshall, <u>to elect Sue Marshall as Secretary</u>. Motion carried unanimously.

5. Operations Update – Biosolids Program

Matt Jenkins provided a presentation outlining an overview of the current biosolids program, as well as program changes for 2023-2024 and beyond, including potential land application alternatives and hauling optimization.

There were discussions surrounding the pros and cons of the different land application alternatives. The District intends to move forward with recommendation of a land application contract with Fire Mountain Farms. The Board concurred.

There were then discussions surrounding the pros and cons of self-performed hauling and land application. The District intends to move forward with recommendation for self-performed hauling. The Board concurred.

6. Capital Program Update – Capital Repair & Replacement Program

Robin Krause provided a presentation outlining an overview of the development of the R&R program elements for the 2024 Capital Plan. He explained the process of building the program, the forecasting model, and the project prioritization tool.

There were discussions surrounding the different options to consider and the corresponding financial impacts and risks. The District intends to recommend the gradual approach of ramping into a sustaining funding level over time (20 years). The Board requested to also see a comparison of 10-year and 15-year phase-in models. Mr. Krause will present this updated information at a future Board of Directors meeting.

7. Administrative Lead Report

John Peterson presented the Administrative Lead (AL) report, highlighting the following items, which were included in the agenda packet:

1) Federal Advocacy Update – Mr. Peterson provided an update regarding the \$3M Community Project Funding request submitted to the Appropriations Committee by the offices of Senator Murray and Congresswoman Gluesenkamp Perez, for the Salmon Creek Wastewater Treatment Plant Energy Efficiency and Modernization project. The bills passed on March 8.

2) State Advocacy Update – Mr. Peterson reported that the biosolids bill did not pass the House. The 2024 Coalition for Clean Water biosolids fact sheet is attached to this report for reference.

3) 2024 Capital Plan – Capacity Management Update – Mr. Peterson discussed the planning efforts for the upcoming Capital Plan update, which supports the 2025-2026 Capital Budget process. He provided a capacity management update with initial project timing in his presentation. Staff will be working on refinements to the project timing and updated project costs to bring a draft Capital Plan to the June Board of Directors meeting for review.

4) Administrative Lead and Operator Agreement Updates – Mr. Peterson introduced the topic of updates to the agreements, both of which expire at the end of 2024. There were discussions regarding

the duration of the agreements and whether there are potential ways to simplify them to make the District's work even more efficient. Lee Marchisio participated in the discussion and he will work with staff to draft some updates to bring to the Board for consideration in a future meeting.

8. Operator Reports – Third & Fourth Quarter 2023

Matt Jenkins presented the Operator Report covering the Salmon Creek Treatment Plant (SCTP), Ridgefield Treatment Plant (RTP), and the Alliance Transmission System operations and treatment performance through December 31, 2023. He noted that SCTP and RTP treatment performance was stable throughout the third and fourth quarters of the year, and that all NPDES permit limits were met.

Mr. Jenkins provided an update outlining the ongoing maintenance accomplishments and priorities at the SCTP and RTP, as well as the operations and maintenance of the Alliance Transmission System.

9. Capital Program Report – Fourth Quarter 2023

Robin Krause presented updates on the capital program and capital project activities. Mr. Krause presented a Capital Program Summary status report for the District-led capital projects included in the 2023-2024 budget period. He provided updates on projects in construction, projects in design, and projects in planning.

Mr. Krause presented a chart showing the budget and schedule status of the Alliance CIP and R&R projects, listing a majority of the projects tracking within budget or on schedule, while also explaining the schedule or cost variances.

10. Treasurer Report – Fourth Quarter 2023

David Logan presented the Fourth Quarter 2023 Financial Report reflecting the results from operations for all funds, as well as cash and investment balances as of December 31, 2023.

Mr. Logan presented an analysis of low-cost funding opportunities AL staff continues to explore. He concluded with a brief overview of the 2023 Annual Comprehensive Financial Report (ACFR) and the upcoming annual SAO audit.

11. Regulatory Compliance Program Report

Kristen Thomas presented an update on the Industrial Pretreatment Program, the Washington Wastewater-Based Epidemiology (WAWBE) Project, PFAS Legislation and Regulation, and the Ecology Biosolids General Permit.

The meeting was adjourned at 12:34 p.m.

Prepared and edited by Alliance Administrative Lead staff. Approved by the Discovery Clean Water Alliance Board of Directors on:

June 21, 2024

Secretary

Accounts Payable Blanket Voucher Approval Document



We, the undersigned Board of Directors of Discovery Clean Water Alliance, Clark County, Washington, do hereby certify that the merchandise and / or services hereinafter specified have been received and approved for payment in the amount of \$1,643,385.24 this 22nd day of March 2024.

David Logan Digitally signed by David Logan Date: 2024.05.28 11:28:48 -07'00'	
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Treasurer

Line

1

2

3

Director

Director

Director

Director

Claimant	Check No.	Amount
CFM STRATEGIC COMMUNICATIONS, INC	10673	4,000.00
CLARK COUNTY TREASURER'S OFFICE	10674	4,872.28
CLARK REGIONAL WASTEWATER DISTRICT	10675	1,634,512.96
	Page Total:	\$1,643,385.24

Accounts Payable Blanket Voucher Approval Document



We, the undersigned Board of Directors of Discovery Clean Water Alliance, Clark County, Washington, do hereby certify that th merchandise and / or services hereinafter specified have been received and approved for payment in the amount of \$1,680,478.17 thi 22nd day of April 2024.

David Logan Digitally signed by David Logan Date: 2024.05.28 11:31:26 -07'00'

Treasurer

Director

Director

Director

Director

Line	Claimant	Check No.	Amount
1	CFM STRATEGIC COMMUNICATIONS, INC	10676	4,000.00
2	CITY OF VANCOUVER	10677	30,832.73
3	CLARK REGIONAL WASTEWATER DISTRICT	10678	1,634,761.30
4	DIGITAL ASSURANCE CERTIFICATION, LLC	10679	2,500.00
5	FOSTER GARVEY	10680	6,813.00
6	GOVERNMENT PORTFOLIO ADVISORS	10681	1,473.77
7	STATE AUDITOR'S OFFICE	10682	97.37
		Page Total:	\$1,680,478.17

Accounts Payable Blanket Voucher Approval Document



We, the undersigned Board of Directors of Discovery Clean Water Alliance, Clark County, Washington, do hereby certify that the merchandise and / or services hereinafter specified have been received and approved for payment in the amount of \$3,956,086.12 this 24th day of May 2024.

		-	
Dav	vid	Logan	Digitally signed by David Logan Date: 2024.05.28 11:36:22 -07'00'

Treasurer

Director

Director

Director

Director

Page Total:

\$3,956,086.12

Line	Claimant	Check No.	Amount
1	CFM STRATEGIC COMMUNICATIONS, INC	10683	4,000.00
2	CLARK REGIONAL WASTEWATER DISTRICT	ACH	2,072,143.29
3	DEPARTMENT OF COMMERCE	10684	1,867,670.99
4	FOSTER GARVEY	10685	4,182.00
5	GOVERNMENT PORTFOLIO ADVISORS	10686	1,482.59
6	STATE AUDITOR'S OFFICE	10687	6,607.25



Consent Staff Report

Board Meeting of June 21, 2024

5c. Resolution No. 2024-01 – Alliance Civil Rights and Non-Discrimination Policy

STAFF CONTACTS	PHONE	EMAIL
John Peterson, P.E., Alliance Executive Director	360-993-8819	jpeterson@crwwd.com
Leanne Mattos, Board Clerk / Admin Services Manager	360-993-8823	lmattos@crwwd.com
Lee Marchisio, Alliance Attorney	206-447-6264	lee.marchisio@foster.com

PURPOSE: The purpose of this resolution is to adopt the Alliance Civil Rights and Non-Discrimination Policy.

BACKGROUND: The Alliance is committed to a policy of non-discrimination in the conduct of its business, to the delivery of equitable and accessible services and to the goal of full compliance with federal and state nondiscrimination laws in all programs, services and activities.

Title 40 of the code of Federal Regulation (CFR), Part 7, Non-discrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency, prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in programs or activities receiving federal assistance from the United States Environmental Protection Agency (EPA). State law prohibits discrimination on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal.

Currently, all Alliance administrative, operational and capital improvement functions are performed by service providers. This policy implements non-discrimination requirements, including those in 40 CFR Par 7 and other applicable state and federal laws, with respect to Alliance service providers, contractors and stakeholders seeking access to the Alliance services, programs, or activities.

The policy will be posted on the website for the public's information and use.

ACTION REQUESTED: Adoption of Resolution No. 2024-01, adopting the Alliance Civil Rights and Non-Discrimination Policy.

DISCOVERY CLEAN WATER ALLIANCE

RESOLUTION NO. 2024-01

A RESOLUTION OF DISCOVERY CLEAN WATER ALLIANCE, ADOPTING THE CIVIL RIGHTS AND NON-DISCRIMINATION POLICY FOR THE DISCOVERY CLEAN WATER ALLIANCE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Federal and State laws prohibit unlawful discrimination; and

WHEREAS, Title 40 of the Code of Federal Regulation (CFR), Part 7, Nondiscrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency, prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in programs or activities receiving federal assistance from the United States Environmental Protection Agency (EPA); and

WHEREAS, Washington State laws and administrative rules prohibit discrimination on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal; and

WHEREAS, it is in the best interests of the Alliance and its ratepayers to apply for governmental funding for projects whenever possible at all times in compliance with non-discrimination requirements; now, therefore

BE IT RESOLVED by the Board of Directors of Discovery Clean Water Alliance that the Civil Rights and Non-Discrimination Policy attached to this Resolution is hereby approved and adopted.

ADOPTED by the Board of Directors of Discovery Clean Water Alliance at a regular meeting held on June 21, 2024.

DISCOVERY CLEAN WATER ALLIANCE

Chair, Board of Directors



Discovery Clean Water Alliance



Civil Rights and Non-Discrimination Policy

Resolution #2024-01 Effective: 6/21/2024

Purpose

Federal and state laws prohibit unlawful discrimination. For example, Title 40 of the Code of Federal Regulations (CFR), Part 7, Non-discrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency, prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in programs or activities receiving federal assistance from the United States Environmental Protection Agency (EPA). State law prohibits discrimination on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal. See WAC 162-04-010. As set forth in this policy, the Discovery Clean Water Alliance (Alliance) is committed to these principles in its services and contracting, including to:

- 1. Collect, maintain, and provide information showing compliance with 40 CFR Part 7.
- 2. Designate a person to be the Non-discrimination Compliance Coordinator to coordinate efforts to comply with 40 CFR Part 7.
- 3. Adopt grievance procedures that assure the prompt and fair resolution of discrimination complaints alleging violations of 40 CFR Part 7.
- 4. Provide continuing and prominent public notice of non-discrimination and of the identity and contact information for the Non-discrimination Compliance Coordinator.

As set forth below, it is the Alliance's policy not to discriminate based on numerous factors, including those in 40 CFR Part 7 and other applicable state and federal laws. In addition, the Alliance adopts the following to implement the requirements of 40 CFR Part 7.

Personnel Affected

All contractors and stakeholders seeking access to the Alliance services, programs, or activities.

Policy

A. Compliance Information

- 1. The Alliance shall collect, maintain, and on request of the EPA External Civil Rights Compliance Office (ECRCO), provide the following information to show compliance with 40 CFR Part 7:
 - a. A brief description of any lawsuits pending against the Alliance that allege discrimination prohibited by 40 CFR Part 7.
 - b. Racial/ethnic, national origin, age, sex, handicap, and disability data, or EPA Form 4700-4 information submitted with the Alliance applications for EPA assistance.
 - c. A log of discrimination complaints that identify the complaint, the date it was filed, the date the Alliance's investigation was completed, the disposition, and the date of disposition.

- d. Reports of any compliance reviews conducted by any other agencies.
- e. Additional data and information specific to certain Alliance programs or activities to determine compliance where there is reason to believe that discrimination may exist in an Alliance program or activity or to investigate a complaint alleging discrimination in an Alliance program or activity.
- 2. When preparing compliance information, the Alliance shall use the classifications set forth in 40 CFR Section 7.25.

B. Records Retention and Access

The Alliance shall keep records of the compliance information identified in paragraphs (1)(a) - (1)(b) for:

- At least three (3) years after completing a project for which the Alliance was a recipient of EPA assistance; OR
- Until the complaint is resolved, when any complaint or other action for alleged failure by the Alliance to comply with 40 CFR Part 7 is brought before the three-year period ends.

The Alliance shall give federal or state agencies access, during normal business hours, to its books, records, accounts, and other sources of information, including its facilities, as may be pertinent to ascertain compliance with 40 CFR Part 7. In addition, the Alliance shall:

- Make compliance information available to the public upon request.
- Assist in obtaining other required information that is in the possession of other state agencies, institutions, or persons not under the Alliance's control. If such party refuses to release that information, the Alliance shall inform the applicable federal or state agencies and explain its efforts to obtain the information.

C. Non-discrimination Compliance Coordinator

The Alliance's Executive Director has designated a position as the Non-discrimination Compliance Coordinator (NCC), who is responsible to coordinate the Alliance's efforts to comply with its obligations under 40 CFR Part 7. Unless revised by the Executive Director, the NCC contact is:

Hilary Gorham, Human Resources Manager Clark Regional Wastewater District 8000 NE 52nd Ct Vancouver, WA 98665 (360) 360-5303 Email: civilrights@crwwd.com

D. Notice of Non-discrimination

The Alliance shall provide continuing notice that it does not discriminate in any of its programs, services, or activities. See Appendix C to this Policy. Where appropriate or upon request, such notice shall be in a language or languages other than English. The

notice shall identify the current Alliance NCC as the responsible individual designated to coordinate the Alliance's efforts to comply with its obligations under 40 CFR Part 7.

1. Methods of Notice

Methods of notice shall accommodate those with impaired vision or hearing. At a minimum, this notice shall be posted on the Alliance's website and in a prominent place at the Alliance's facilities.

2. Non-discrimination Statement

The text of the notice to be provided under this policy shall read as follows:

The Discovery Clean Water Alliance (Alliance) is committed to a policy of nondiscrimination in the conduct of its business, to the delivery of equitable and accessible services, and to ensuring full compliance with federal and state nondiscrimination laws in all programs, services, and activities. The Alliance will not discriminate on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal, sexual orientation, political beliefs, genetic information, or veteran's status. The Alliance does not intimidate or retaliate against any individual or group because they have exercised their protected rights or for the purpose of interfering with such rights protected under 40 CFR Parts 5 and 7, including Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

If you have any questions about this notice or any of the Alliance's nondiscrimination programs, policies, or procedures, or if you believe that you have been discriminated against with respect to an Alliance program, service, or activity, you may contact the Alliance's Non-discrimination Compliance Coordinator. Or you may visit Alliance's website at <u>www.discoverycwa.com/civilrights</u> to obtain a copy of its policies and procedures or to file a grievance/complaint of discrimination.

3. General Publications

General publications that are distributed to the public (e.g., public outreach materials, such as brochures, notices, fact sheets, or other information on rights and services; applications or forms to participate in or access the Alliance programs, processes, or activities) shall include the following Notice of Non-discrimination:

The Alliance does not discriminate on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal, sexual orientation, political beliefs, genetic information or veteran's status in the administration of any of its programs, services or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

E. Grievance Procedures

The Alliance adopts the Grievance Process and related procedures, attached to this Policy as Appendix A. The Grievance Process allows any person or group to submit a complaint alleging unlawful discrimination of any kind by the Alliance, including discrimination by the Alliance that may constitute a violation of 40 CFR Part 7 or of any state or federal statutes or regulations that the Alliance enforces, and in order to assure the prompt and fair resolution of any such discrimination complaints. The Grievance Process shall be posted on the Alliance website.

F. Retaliation

To ensure individuals can invoke the Grievance Process and related procedures without fear of reprisal, the Alliance explicitly prohibits retaliation against any individual for any purpose, including for the purpose of interfering with any right or privilege guaranteed under any state or federal statutes or regulations because that individual has filed a complaint or has testified, assisted, or participated in any way in an investigation, proceeding, or hearing of any kind or has opposed any practice made unlawful under any state or federal statutes or regulations. Prohibited retaliatory acts include intimidation, threats, coercion, or discrimination against any such individual or group. Any concern regarding retaliation should be reported to the NCC.

Claims of intimidation and retaliation will be handled promptly and fairly pursuant to the Alliance Non-discrimination Grievance Policy and Procedures and in the same manner as other claims of discrimination.

G. Complaint Tracking and Review

All complaints will be logged, tracked, and reviewed regularly by the NCC. The log will include a summary of allegations, status, and the final determination and or resolution. The review shall include an analysis of patterns of complaints or systemic problems within the Alliance, its programs, and services.

H. Policy Review

This policy is reviewed on a regular basis (for both print and online materials) and revised as necessary to ensure compliance with current laws, statutes, and regulations and to provide for the prompt and fair resolution of discrimination complaints.

APPENDIX A

GRIEVANCES PROCESS AND PROCEDURES

If a request for access to Alliance programs, services or facilities or a complaint regarding the equitable delivery of its programs and services is not resolved to the individual's satisfaction, that individual may file a grievance with the Alliance. The Alliance has adopted this procedure to provide for the prompt and fair resolution of civil rights complaints alleging any action that the Civil Rights Act prohibits, the Americans with Disabilities Act, and or other federal and state laws regarding the delivery of equitable and accessible services.

The resolution of any specific grievance will require consideration of varying circumstances, such as the nature of the equitability of or access to services, programs or facilities of issue, and the essential eligibility requirements for participation; the health and safety of others; the specific nature of a disability; and the degree to which an accommodation would constitute a fundamental alteration to the program, service or facility, or cause an undue hardship to the Alliance. Accordingly, the resolution by the Alliance of any one grievance does not constitute a precedent upon which the Alliance is bound or upon which other complaining parties may rely.

Grievance Process

Step 1 – Grievance Submission. An individual wishing to submit a grievance should use the Alliance's Discrimination Complaint Form online, <u>www.discoverycwa.com/about/documents/Discrimination-Complaint-Form.pdf</u>, which is also available by contacting the Non-discrimination Compliance Coordinator (NCC). The Complaint Form is also attached to this Policy as Appendix B. If the grievance is not filed on the Discrimination Complaint Form, it should nonetheless contain the following information:

- 1. The name, address and telephone number of the person filing the grievance.
- 2. The name, address and telephone number of the person alleging the violation, if other than the person filing the grievance.
- 3. A description of the alleged violation.
- 4. A description of the remedy sought.
- 5. Information regarding whether a complaint has been filed with the Department of Justice or other federal or state civil rights agency or court, including the following information:
 - a. The name of the agency or court where the complaint was filed,
 - b. The date the complaint was filed, and
 - c. The name, address, and telephone number of a contact person with the agency or court.

6. An oral grievance can be filed by contacting the NCC. The oral grievance will be reduced to writing by the NCC utilizing the Discrimination Complaint Form and will be provided to the grievant for signature.

Step 2 - Acknowledgement.

Generally, a grievance will be acknowledged by the Alliance in writing within seven (7) business days of its receipt.

Step 3 - Complaint Logging.

All complaint submittals meeting the requirements in Step 1 are to be logged. The NCC shall also notify the Executive Director of the grievance.

Step 4 – Initial Review and Determination if complaint warrants investigation.

All logged complaints will receive an appropriate, prompt, and unbiased investigation. Within 45 calendar days of receipt, the NCC will conduct an initial investigation necessary to determine the validity of the alleged violation.

Step 5 – Informal Resolution.

If appropriate, the NCC will arrange to meet with the grievant to discuss the matter and attempt to reach an informal resolution of the grievance. Any informal resolution of the grievance will be documented in the Alliance's Grievance File.

Step 6 – Further Investigation.

If a resolution has not been reached, the NCC will conduct further investigation in order to support a determination regarding the grievance.

Step 7 – Determination.

Within 60 calendar days of receipt, the NCC shall issue a written determination, a copy of which shall be forwarded to the grievant. The determination shall address the validity of the complaint and description of the investigation's findings.

Step 8 – Reconsideration.

Within 30 calendar days of the determination, the grievant may request reconsideration if they are dissatisfied with the written determination and/or resolution. The request for reconsideration shall be submitted in writing to the NCC.

Step 9 – Final Determination.

Within 60 calendar days from the grievant filing the request for reconsideration, the Executive Director shall review the request and make a final determination. The determination shall be made in writing, a certified copy of which shall be provided to the grievant.

Step 10 – Appeal.

Within 21 calendar days of the date of the Executive Director's final determination, the grievant may appeal the final determination to the Alliance Board of Directors (Board). The appeal shall be submitted in writing to the NCC.

Step 11 – Board Review.

Within 30 calendar days of filing the appeal, Alliance shall schedule a date for the appeal to be considered by the Board. The grievant shall be notified in writing in advance of the meeting date.

Step 12 – Issuance.

Within 30 calendar days of the Board meeting, the Board shall issue a written decision, a copy of which shall be provided to the grievant.

Legal Complaint

If the grievant is dissatisfied with the Alliance's handling of the grievance at any stage of the process or does not wish to file a grievance through the Civil Rights Grievance Procedure, the grievant may file a complaint directly with the United States Department of Justice, or other appropriate state or federal agency or court. Use of the Alliance's grievance procedure is not a prerequisite to the pursuit of other remedies.

Records Retention

The Alliance's NCC shall maintain all documents on file for civil rights grievances for:

- a period of three (3) years, or
- until the complaint is resolved when any complaint or other action for alleged failure by the Alliance to comply with 40 CFR Part 7 is brought before the three (3) year period ends,
- or as otherwise required by the state Public Records Act at Chapter 42.56 RCW.

APPENDIX B

Discrimination/ADA Complaint Form

Instructions: Please fill out this form completely, sign and submit it online. If filling out this form presents a hardship for you, you may orally report your complaint by contacting the Non-discrimination Compliance Coordinator at (360) 360-5303.

Complainant:(<i>Required</i>)
First Name Last Name
Address:(<i>Required</i>)
Street Address Address Line 2 City State
Washington
Telephone - Home:
Telephone - Business:
Email:(<u>Required</u>)
Person Discriminated Against: (Required)
• Complainant
• Other

Incident Details:

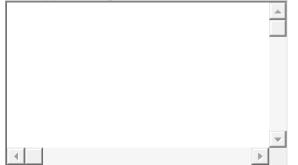
Date of Incident: (Required)	
Day	
Month	
Year	
Time:	
Hours	
:	
Minutes	_
	AM/PM
Basis of Discrimination:	

race

 \Box color \square religion/creed \Box age \Box sex \Box national origin/ancestry \Box physical/mental disability \Box medical condition \Box marital status \Box veteran's status \square genetic information \Box retaliation \Box other

Description of Complaint:

Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status was a factor in the discrimination. Include how other persons were treated differently from you. Provide the name(s) where possible, of the individuals involved:



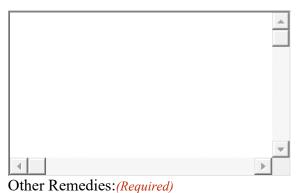
Are there other person(s) (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify the complaint:

\cap	
×	Yes

No

Resolution of Complaint:

Describe how you would like to see this complaint resolved.



Has the complaint been filed with any other Federal, State or local civil rights agency or court?

• Yes

No

Signature:(Required)

Sign online using a mouse or stylus.

G

Full Name: (Required)

Date:

Month

Day Year

<u>S</u>ubmit

English

APPENDIX C

CIVIL RIGHTS POLICIES & PROCEDURES Non-discrimination Statement

The Discovery Clean Water Alliance (Alliance) is committed to a policy of nondiscrimination in the conduct of its business, to the delivery of equitable and accessible services, and to ensuring full compliance with federal and state non-discrimination laws in all programs, services and activities.

The Alliance will not discriminate on the basis of age, ancestry, color, disability, marital status, national origin, parental/family status, race, religion/creed, retaliation, sex and use of a guide dog or service animal, *sexual orientation, political beliefs, genetic information, or veteran's status*. The Alliance does not intimidate or retaliate against any individual or group because they have exercised their protected rights or for the purpose of interfering with such rights protected under 40 CFR Parts 5 and 7, including Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

If you have any questions about this notice or any of the Alliance's non-discrimination programs, policies, or procedures, or if you believe that you have been discriminated against with respect to an Alliance program, service or activity, you may contact the Alliance's Non-discrimination Compliance Coordinator.

John M. Peterson, Executive Director

June 21, 2024

Effective Date

REVIEWED:



Staff Report

Board Meeting of June 21, 2024

6a. Treasurer Report – First Quarter 2024

STAFF CONTACTS	PHONE	EMAIL		
David Logan, Alliance Treasurer	360-993-8802	dlogan@crwwd.com		

PURPOSE: The goal of the Treasurer Report is to provide a quarterly update of ongoing activities in the financial and treasury areas of responsibility for the Alliance.

Please see the attached presentation covering the following:

- Financial Management / Reporting Update
 - First Quarter 2024 Financial Report
- Budget/Annual Report/Audit Update
 - o 2023 ACFR & SAO Audit
 - Federal Grant Compliance
 - o 2025/2026 Operating & Capital Budget Calendar

ACTION REQUESTED: No specific action required. Please provide policy-level guidance for the various activities described in this report.

Discovery Clean Water Alliance

Treasurer Report

Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment

Treasurer Report



- Financial Management / Reporting Update
 - First Quarter 2024 Financial Report
- Budget/Annual Report/Audit Update
 - 2023 ACFR & SAO Audit
 - Federal Grant Compliance
 - 2025/2026 Operating & Capital Budget Calendar

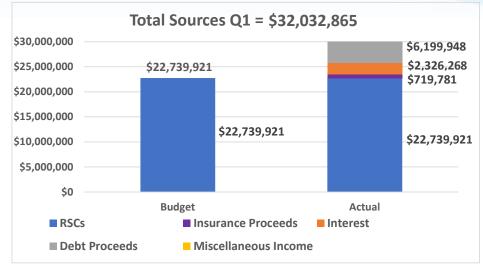


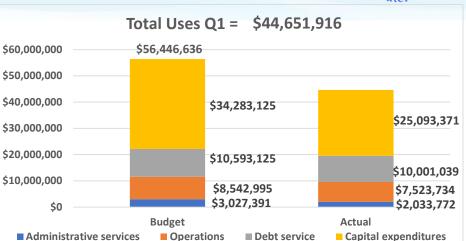
Financial Management/ Reporting Update



First Quarter 2024 Financial Report

All Funds – Sources and Uses





- RSCs \$22.7M; 100% of budget
- Interest income \$2.3M*
- Debt proceeds Drawdowns from PWB loan awarded in 2022. Carryover from prior biennium.
- Miscellaneous income \$47k*
- Insurance proceeds 36th Ave Generator claim

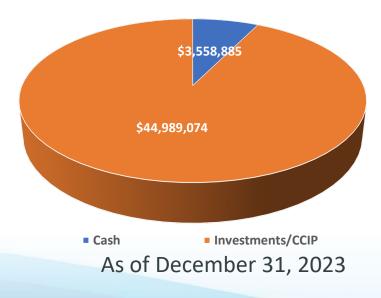
- Administrative services \$2.0M; under budget 32.8% due to unfilled Administrative Lead positions and the timing of expenditures.
- Operations \$7.5M; 11.9% under budget
- Debt service \$10.0M; 5.6% under budget
- Capital \$25.1M; 26.8% under budget

First Quarter 2024 Financial Report All Funds - Cash and Investments



Total Cash and Investments = \$46,535,621 \$1,297,393 \$45,238,228 Cash Investments/CCIP As of March 31, 2024

Total Cash and Investments = \$48,547,959





Budget / Annual Report / Audit Update



2023 Annual Comprehensive Financial Report (ACFR) and SAO Audit

- January/February/March Annual **Report preparation**
- April SAO audit began
- May SAO audit field work ended; Annual Report uploaded to SAO
- June Clean audit opinion: no findings, no recommendations to management; Annual Report submitted to GFOA for Certificate of Achievement award



ublished June 10, 2024 Report No. 1035019

Federal Grant Compliance



- Entities that receive and expend \$800K or more in federal grants per calendar year must comply with the requirements of the Single Audit Act of 1984.
- Administrative Lead Staff are working to develop a federally compliant procurement process and administrative policies. External resources will be leveraged to draft federally compliant solicitations and provide assistance with obtaining Build America, Buy America waivers, if necessary.
- Staff recently attended the EPA's Community Grant Recipient Administrative Requirements Training and have additional trainings scheduled for June.
- We are also evaluating the option of using a third-party provider to design, implement, and support the federal compliance aspects for the project.



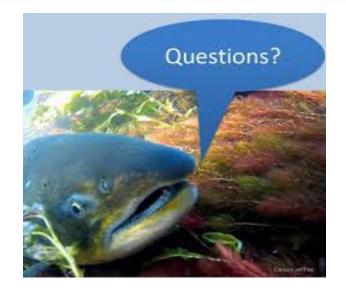
2025/2026 Operating & Capital Budget Calendar

- Work has Begun on 2025-2026 Budget
- Administrative Lead Budget Due July 26
- Contract Operator Budgets Due July 26
- Review Draft Budget with Alliance Board on September 20

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Treasurer Report





David Logan

Treasurer, Discovery Clean Water Alliance

Finance Director, Clark Regional Wastewater District

(360) 993-8802 dlogan@crwwd.com



Staff Report

Board Meeting of June 21, 2024

6b. Operator Report – Treatment Plants – First Quarter 2024

STAFF CONTACTS	PHONE	EMAIL
Matt Jenkins, Wastewater Operations Manager	360-719-1680	mjenkins@crwwd.com

PURPOSE: This report will cover the Operations program update.

Please see the attached presentations covering the following:

- Operator Report Q1 2024
 - Salmon Creek Treatment Plant
 - Operations and Treatment Performance
 - Maintenance Accomplishments and Priorities
 - Ridgefield Treatment Plant
 - Operations and Treatment Performance
 - Maintenance Accomplishments and Priorities
 - Alliance Transmission System
 - Transmission System Operations
 - Transmission System Maintenance

ACTION REQUESTED: No specific action required. Please provide policy-level guidance for the various activities described in this report.

Discovery Clean Water Alliance

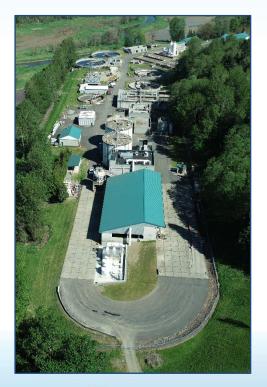
Operations Program Update

Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment

Operator Report – Treatment Plants





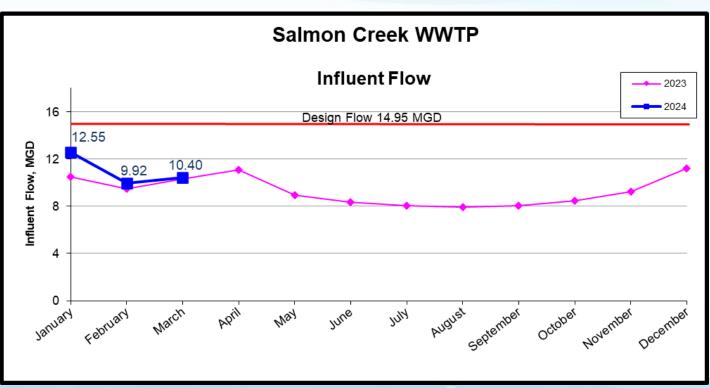
- Salmon Creek Treatment Plant
 - Operations and Treatment Performance
 - Maintenance Accomplishments and Priorities
- Ridgefield Treatment Plant
 - Operations and Treatment Performance
 - Maintenance Accomplishments and Priorities
- Alliance Transmission System
 - Transmission System Operations
 - Transmission System Maintenance



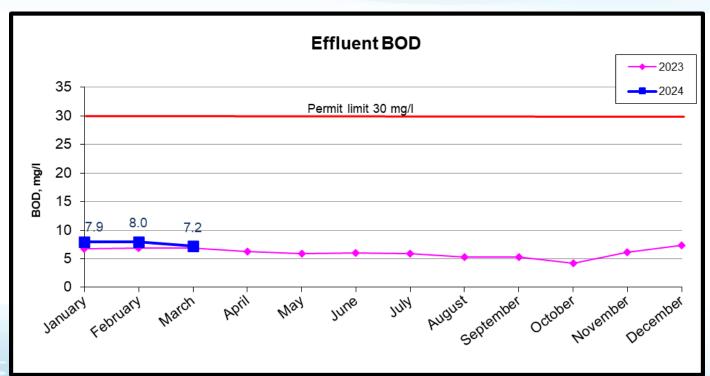
Salmon Creek Treatment Plant



• First Quarter Performance



First Quarter Performance



Rep Water Alling

- First Quarter Performance
 - SCTP's treatment performance has met all permit requirements during the first quarter with average BOD and TSS removals of 97%.
 - Operations has continued to work on optimizing the biological process at SCTP and balance level of treatment with energy use.
- SCTP operations and engineering have started pilot testing for chemically enhanced primary treatment.



Eric Lucksley has successfully completed his six-month orientation period at SCTP and has recently obtained his Washington Group III Wastewater Operator's License from the Department of Ecology.



Eric Lucksley calibrating the labs PH meter.



- Pacwest Machinery conducted SCTP staff training for the new Volvo L60H loader.
- The purchase order for the new biosolids hauling vehicle has been placed with Papé Kenworth. The vehicle is currently being upfitted at Premier Truck Weld.





Maintenance Accomplishments and Priorities

- Maintenance has completed work replacing the mechanism on Primary Clarifier #1.
 - The work included replacement of the drive, motor, flights, chains, and sprockets.
 - The new mechanism is capable of withstanding increased stress/loading.



New flights and chain during installation.

Maintenance Accomplishments and Priorities

 Maintenance staff have continued working to confirm task lists, reports, work orders, and inventory within the computerized maintenance management system.

Salmon Creek Treatment Plant

Priority	# Work Orders
1 - High (ASAP)	35
2 - Medium (Within 5 Days)	72
3 - Preventive/Predictive	619
4 - Planned Maintenance	49
5 - Projects	14
Total Work Orders:	789

SCTP Q1 work order completion report from Lucity



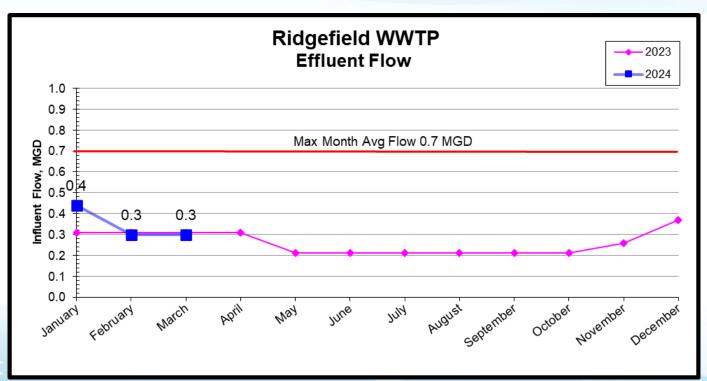


Ridgefield Treatment Plant

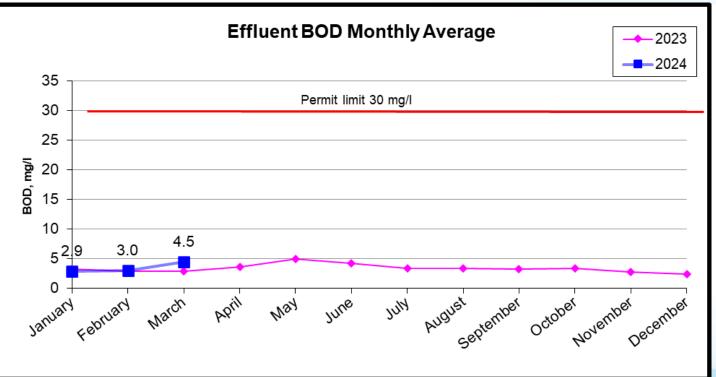




First Quarter Performance

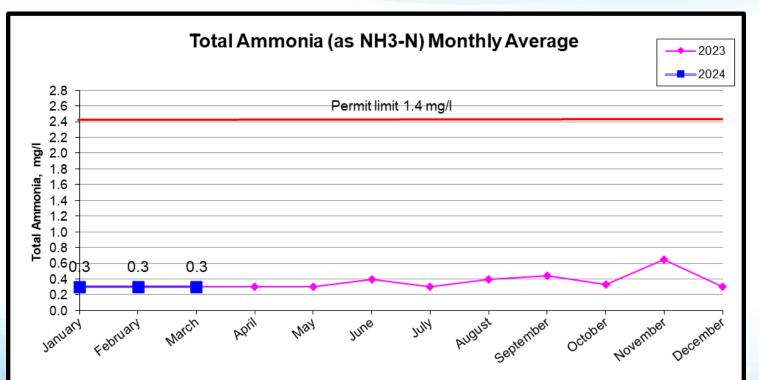


First Quarter Performance





First Quarter Performance



SCOV

- First Quarter Performance
 - RTP operators have maintained a very stable process though Q1 2024, achieving waste removal rates of 98%.
 - Staff continue to diligently operate the plant and organize the site.







Maintenance Accomplishments and Priorities

- Maintenance has been working alongside
 Operations to continue completing preventive and planned maintenance.
- The team recently replaced and aeration blower and completed an annual service on the headworks screen.

Ridgefield Treatment Plant

3
66
4
73

RTP Q1 work order completion report from Lucity



Alliance Transmission System



Transmission System Operations



- Peterson CAT continues to work through checklist items on the new generator.
- Preventive and planned maintenance are up to date.
- The station's equipment continues to operate well.



Transmission System Maintenance

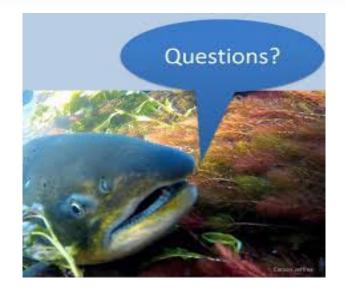


- 117th Street pump station remained online through the first quarter of 2024.
- The preventive and critical maintenance items are complete and up to date.



Operations Update





Matt Jenkins

Wastewater Operations Manager Clark Regional Wastewater District

Administrative Lead Discovery Clean Water Alliance

(360) 719-1680 mjenkins@crwwd.com



Staff Report

Board Meeting of June 21, 2024

6c. Capital Program Report – First Quarter 2024

STAFF CONTACTS	PHONE	EMAIL
Robin Krause, P.E., Principal Engineer	360-719-1653	rkrause@crwwd.com

PURPOSE: This staff report provides an update on the ongoing capital program and capital project activities for the Regional Assets (RAs).

Please see the attached presentation covering the following:

- Capital Program Report
 - Projects in Construction
 - Projects in Design
 - Projects in Planning

ACTION REQUESTED: No specific action required. Please provide policy-level guidance for the various activities described in this report.

Discovery Clean Water Alliance

Capital Program Report

Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment

Capital Program Report



- Projects in Construction
- Projects in Design
- Projects in Planning





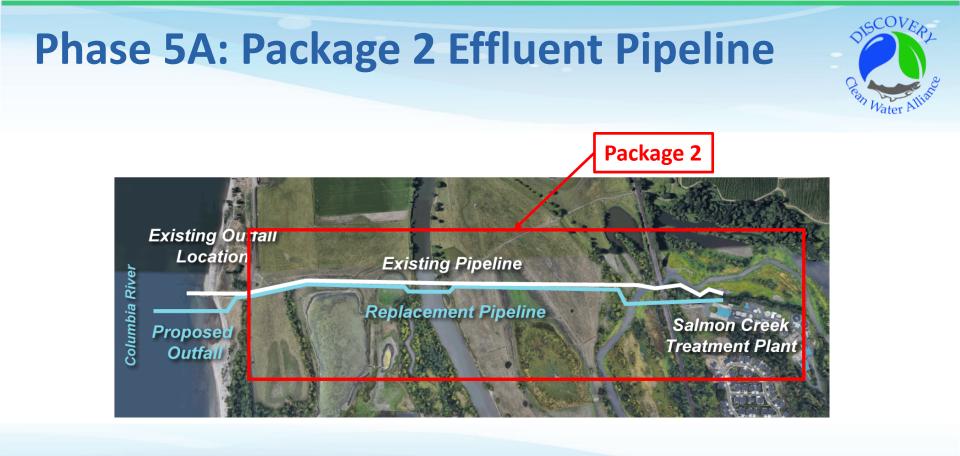
Projects in Construction



Phase 5A: Package 1 – Columbia River Outfall

- Physical work began
 September 13, 2021
- New outfall "in-water" work completed in April 2022
- Physical Completion Q4 2022
- Work to correct diffusers completed November 2023
- Final dive inspection in spring 2024





Phase 5A: Package 2 Effluent Pipeline

- Contract Award March 29, 2022
- Physical work began June 2022
- BNSF Boring completed 2023
- Salmon Creek Crossing completed 2023
- Lake River Crossing 2024
- Project Physical Completion expected fall 2024



Pipeline Installation



Phase 5B: Package 2 – Secondary Treatment Process Improvements





Phase 5B: Package 2 – Secondary Treatment Process Improvements



Salmon Creek Treatment Plant: **Project benefits** Planning for the Future **Secondary Treatment Process Improvements** It's important to plan for the future. Our The project will: community expects dependable, affordable · Effectively expand wastewater capacity sewer services that are essential to our to meet planned growth within the quality of life. Our personal health, the Capacity community, consistent with the long-term community's economic health, and the master plan for the site health of our rivers and environment Increase plant capacity while reducing depend in large part on treating the impact to the surrounding area and wastewater we all generate so that it can **RAS Pumps** must be without increasing the overall footprint of be returned safely to the environment. The the plant. regional wastewater system has already Two new return activated sludge (RAS) pumps will be added to been expanded four times over the first Ensure continued reliable service at a support the new secondary clarifier. 40 years of operation as our community stable, affordable rate. Existing pumps are aging and will grows and as regulatory requirements online by be replaced to ensure continued change. The regional wastewater system efficient operation. will continue to be updated about every 10 years, and this project represents the New Blower current planned investment in that overall end of A fourth blower a machine longer-term program. Staving ahead of that provides air to the the reliability and resiliency needs is vitally aeration basin, will be important. By proactively planning now, the emolished added in the existing blower Alliance ensures that ample wastewater building. treatment facilities will be in place to 2024 or continue to provide reliable service at an affordable cost well into our future. early 2025 Larger Secondary Clarifier A new 120 foot diameter secondary clarifier will be built to support the new aeration basin, providing more capacity for secondary treatment. New Aeration Basin A new aeration basin will be added to provide more capacity for adding oxygen to bacteria for treating and stabilizing the wastewater. The new basin will be built on the site of the existing secondary clarifier, which will he demolished

Phase 5B: Package 2 – Secondary Treatment Process Improvements



- Construction began August 2022
- Secondary Clarifier 5
 began September 2022

 Online November 29, 2023
- Aeration Basin 7 under construction
 - Expected completion
 spring 2025



Secondary Clarifier 5

Salmon Creek Treatment Plant Chemically Enhanced Primary Treatment Pilot

- Schedule:
 - Study began in March 0
 - Expected to complete field 0 work in July
 - Pilot Study Report in fall 0







Ridgefield Treatment Plant Secondary Process Improvements

- Updated Schedule:
 - 2022-2023 Draft Engineering Report,
 Future capacity project defined (if needed)
 - Final Engineering Report and Final Design complete
 - Bid & Award McClure & Sons \$643k, Enduro Baffle Walls \$130k
 - Construction to begin in August
 - Completion summer 2025







Repair & Replacement Projects

Combined R&R Project Bid

- SCTP Control System
 Network Separation
- SCTP Camera System Upgraded (5B2)
- SCTP Fire Alarm System
 Replacement
- SCTP Intrusion System
 Replacement
- SCTP Fire Pump Controller
 Replacement



New Server Cabinet

Repair & Replacement Projects



- Contract Award March 22, 2022
- Physical work began May 2022
- Physical work nearly complete
- Supply chain delays have extended project completion
- Record Drawings underway
- Project Completion Summer 2024



New Fire Alarm Panel

Repair & Replacement Projects SCTP SCADA System Replacement

PISCOVER Ren Water Alliane

- Schedule:
 - Migration complete
 August 2023
 - Final Completion June 2024



New Operations Center Console

Repair & Replacement Projects SCTP Primary Sludge Pump Replacement

- Schedule:
 - 2022 Budget Amendment, Alternatives Evaluation
 - o 2023 Design
 - 2024 Bid/Award, Construction Start
 - Bid Awarded February 26
 - Tapani Inc. \$1.65M
 - On-site work starting August
 - 2025 Construction Completion

15





Primary Sludge Pump Gallery

Repair & Replacement Projects Ridgefield Treatment Plant Programmable Logic Controller (PLC) Replacement

- Physical work complete
- Project documentation pending
 - **Record Drawings** 0
 - **SCADA** Operations Guide 0



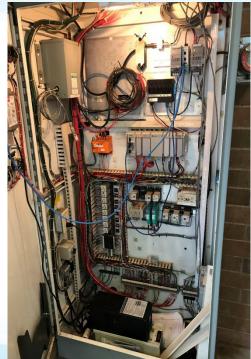
RTP New PLC





Repair & Replacement Projects 36th Avenue Pump Station Controls Replacement

- Design Complete
- Bid & Award Complete
- Panel Construction July/August
- Construction start in September
- Completion in fall 2024



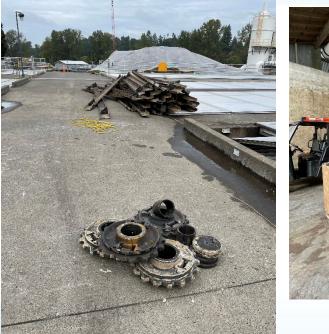
Existing Control Panel



Repair & Replacement Projects SCTP Primary Clarifier Mechanism Replacements



- PC 1 Complete February 2024
- On hold pending CEPT Pilot and Primary Sludge Pump Replacements
- Will resume 2025





Old and New Clarifier Parts

Repair & Replacement Projects SCTP Sludge Blend Tank Slope Stabilization

• Construction completed in May





Before





Building Systems R&R Projects



- EIFS (exterior insulation and finish system) Restoration
 - \circ Complete
- SCTP Roof Replacements
 - Bid Awarded October 2023
 - Work to begin in July and complete by September
- SCTP Door Restoration
 - Bid Awarded in December, work ongoing
 - Completion expected by end of August



Projects in Design



Repair & Replacement Projects SCTP Waste Gas Burner Replacement



- Executing design contract
- Construction currently programmed for 2031



Defunct Waste Gas Burner

Repair & Replacement Projects SCTP Dewatering Equipment Replacement

- Updated Schedule:
 - 2022-2024 Engineering Report
 - o 2023-2024 Design
 - o **2024**
 - Equipment Procurement
 - Installation Bid
 - o 2025-2026 Construction



Screw Press



Repair & Replacement Projects SCTP UV System Replacement

- Updated Schedule:
 - 2023 Preliminary Design and Alternatives
 - 2024 Design, Permitting, Federal Grant Compliance Plan
 - o **2025**
 - Equipment Procurement
 - Installation Bid
 - 2026-2027 Construction

24



Ultraviolet (UV) System



Building Systems R&R Projects

• SCTP Building 85 HVAC

- Alternatives analysis and costing complete, design to start in July
- SCTP Lighting Replacements
 - Pending state contracting for material purchases







Projects in Planning



Alliance General Sewer Plan and SCTP Phase 6 Engineering Report



- Request for Proposal (RFP) Process
 - RFP Advertised June 14
- Planning work planned to start in fall 2024



CIP Projects Status



Project Name	2023 Budget	2024 Budget	Project Total	Budget Status	Schedule Status
		200800			
CIP Projects					
SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion	9,400	7,400	37,000		
SCTP Phase 5B (Treatment Plant) Expansion	10,400	7,000	34,600		
SCTP Chemically Enhanced Primary Treatment Pilot Project	100	375	500		Contractor Delay
RTP Secondary Treatment Process Improvements	100	600	700	\$1.1M	Capacity Analysis
Alliance General Sewer Plan/Phase 6 Engineering Report	250	750	2,100		Staff Availability
Total Annual R&R Projects Expenditures	20,250	16,125	74,900		

Project is significantly under budget and ahead of schedule

Project within budget or on schedule

Project within 15% of budget or minor delays

Project more than 15% over budget or significant delay

R&R Projects Status

	2023	2024	Project	Budget	Schedule	
Project Name	Budget	Budget	Project Total	Status	Status	E.
Project Name	Duuget	Duuget	Total	Status	Status	Way Way
						·ut
R&R Projects						
1-70 SCTP SCADA System Replacement	320	-	500			
2-50 SCTP Primary Sludge Pump Replacement	300	2,300	2,700	15% Under Budget	Under Construction	
3-49 RTP PLC Replacement	400	200	600		Physically Complete	
4-49 36th Ave Pump Station Controls Replacement	50	180	230		Under Construction	
5-49 Building Systems R&R Program	800	1,670	2,470		See Note	
6-45 SCTP Primary Clarifier Mechanism Replacements	300	400	700		PC 1 Complete	
7-35 SCTP Sludge Blend Tank Slope Stabilization	35	150	185		Complete	
8-35 SCTP Diesel Fuel Tank (Building 83) Replacement	50	-	50		Complete	
9-30 SCTP Access Road and Asphalt Repair	25	55	450		Staff Availability	
0-30 SCTP Waste Gas Burner Replacement	25	325	1,900		Staff Availability	
11-27 SCTP Dewatering Equipment Replacement	650	4,250	5,300		Grant Compliance	
13-P6 SCTP UV System Replacement (Phase 6)	200	3,300	3,900		Grant Compliance	
CO SCTP Control System Network Separation	810	-	2,180		Supply Chain	
CO SCTP Fire Alarm System Replacement	830	-	1,160		Supply Chain	
CO SCTP Fire Pump Controller Replacement	25		335		Supply Chain	
CO SCTP Digester Gas Booster	50	-	50		Complete	
New 36th Ave Pump Station Generator Replacement	25	-	25		Punch List	
Annual R&R Allowance	155	155	310			hudset and shead of the
Total Annual R&R Projects Expenditures	5,050	12,985	23,045		ect is significantly under l ect within budget or on s	budget and ahead of sched
					ect within 15% of budget	



Note: SCTP Lighting Replacement delayed due to state contracting. SCTP Building 85 HVAC delayed due to staff availability and scope.

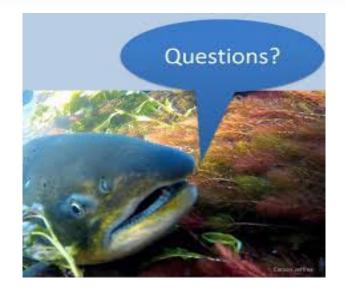
Project more than 15% over budget or significant delay

CO Carry Over Project

-

Capital Program Update





Robin Krause, P.E.

Principal Engineer | Transmission and Treatment Clark Regional Wastewater District

Administrative Lead Discovery Clean Water Alliance

(360) 719-1653 rkrause@crwwd.com



Staff Report

Board Meeting of June 21, 2024

6d. 2024 Draft Capital Plan Update

STAFF CONTACTS	PHONE	EMAIL
John M. Peterson, P.E., District General Manager	360-993-8819	jpeterson@crwwd.com
Robin Krause, P.E., Principal Engineer	360-719-1653	rkrause@crwwd.com
Leanne Mattos, District Administrative Services Manager	360-993-8823	lmattos@crwwd.com

PURPOSE: As a regional wastewater transmission and treatment utility, the Alliance is fundamentally an owner, manager and operator of capital assets. The Capital Plan document represents a critical roadmap outlining investments that need to be made over time to keep existing assets in good working order and to construct new assets in response to system growth, level-of-service, and regulatory requirements.

The Alliance Capital Plan is updated every two years to support the Alliance Operating and Capital Budget process. A draft of the 2024 Capital Plan is attached for reference (Attachment A). Highlights and principal findings from the draft document include the following:

Section 2.3 – Existing Regional Assets – Repair and Replacement (R&R) Program. Section 2.3 has been updated to reflect the advancements in the Alliance asset management program, including a more complete condition assessment of mechanical and electrical components for approximately 950 individual items. The condition assessment information was then used to prepare an R&R financial forecast model, based on a statistical analysis, to determine the probable range of reinvestment needed over the planning period to keep the Alliance infrastructure in good working order.

The assets driving costs over the first ten years of the statistical model were further evaluated and defined into projects. Those projects were then prioritized using a new R&R Prioritization Tool with eleven discrete projects prioritized and programmed over the next eight years, with the project sequencing based on the Total Benefit Score. Annual planning level allowances are then used for the balance of the planning period. Every two years the statistical model will be updated to identify assets needing replacement based on condition and criticality, those replacements defined into projects, and those projects prioritized using the Tool. This approach effectively provides an ongoing program with the first six to ten years well defined.

The updated program is described on pages 24-29 of the Capital Plan document and the resulting program recommendations are summarized in Table 2.10 on page 39. The final recommendations are based on a long-term phase in funding approach where the budgets steadily grow from the current R&R budget level to the recommended sustaining funding level over the planning period.

Section 2.4 – New Regional Assets – Capital Improvement Program. Section 2.4 has been updated, including the results of the updated and rebalanced Alliance capacity management and capital project timing model. Capital improvement program updates include the following:

- There has been the equivalent of 2.6 years of average growth over the last two years. In general, the timing of future projects was left largely the same, but schedule contingency has been removed from the delivery schedules to balance the capacity needs and project timing.
- Figure 2.3 and Figure 2.4 have been updated indicating that capacity at the Salmon Creek Treatment Plant is needed in the 2024/2025 timeframe. This timing is confirmed by two different capacity management methodologies (a flow based regional capacity management model and a separate influent loading trend-based methodology).
- No new projects were identified in this Capital Plan update process.
- Table 2.11 presents the cash flow summary in 2024 dollars, including approximately 11% inflation in the construction marketplace documented over the last two years (2022 plan to 2024 plan). The plan uses the Engineering New Record Construction Cost Index (CCI) for the Seattle region.
- The planning period was extended to 2045 (technically a 21-year plan) to align with the official planning period for the ongoing Clark County and local Cities Comprehensive Plan "Periodic Update" process, due to be completed in 2025. Under the Washington State Growth Management Act (GMA) framework, the official 20-year planning period is 2025-2045. Phase 6, 7, and 8 Expansions of the Salmon Creek Treatment Plant are all needed during this planning period.

Staff plans to present a final draft of the Capital Plan at the September 20 Board meeting, addressing policy level comments and questions from previous discussions. A final Capital Plan will be presented for approval at the December 20 Board meeting, in conjunction with Operating and Capital Budgets.

ACTION REQUESTED: Provide policy-level input regarding the 2024 draft Capital Plan update document.

Discovery Clean Water Alliance



Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment

Presentation Overview



- Capital Plan Introduction
- Repair & Replacement (Asset Management)
 Program
- New Regional Assets Capital Improvement
 Program
- Summary & Path Forward



Capital Plan Introduction



Capital Plan Update Process



- Prepared every two years (e.g., 2020, 2022, 2024)
- Supports the 2025-2026 Capital Budget process
- 2024 quarterly meetings:
 - 1Q capacity management update
 - 2Q draft Capital Plan (projects, costs, timing)
 - o 3Q final draft Capital Plan
 - 4Q Capital Plan adoption

Capital Plan Introduction - Sections 1.0-2.2

Alliance Overview

- History/Formation
- Organizational Structure/Core Values
- Asset-Based Financial Cost Allocation

Capital Plan Introduction

- Purpose and Scope
- Definitions of Regional Assets
- Cost Estimate Classifications (Class 1 to Class 5)
- Planning Document Incorporation by Reference







Repair and Replacement / Asset Management Program



Repair & Replacement / Asset Management Existing Assets – R&R Program



- Program designed to keep existing assets in good working order
- Working to build an appropriate Alliance "asset management" program



Repair & Replacement / Asset Management



Building Blocks to Improve Operation Reliability and Reduce Risk



Existing Regional Assets - R&R Program

- New Projects Identified for 2024 Capital Plan
 - 117th Street Pump Station Controls Replacement
 - SCTP Influent Flow Meter Replacements
 - SCTP Aeration Equipment Replacement
 - SCTP Well House Rehabilitation
 - SCTP Thickening Equipment Replacement
 - 36th Ave Pump Station VFD Replacement
 - SCTP Secondary Clarifier Rehabilitation

Existing Regional Assets - R&R Program

- Table 2.5 in Capital Plan, page 29
- 11 projects identified, programmed over 6 years
 - 1 project at 36th Avenue Pump Station
 - 1 project at 117th Street Pump Station
 - o 9 projects at Salmon Creek Treatment Plant
 - Project profile forms in Appendix A

• Program allowance

- On-demand repairs and replacements
- Later years account for future projects

Total Capital Plan R&R Program costs (21 years) - \$93.4M

- Includes projects already in construction
- 21-year costs ("go forward") \$88.3M





CO = Carryover Project

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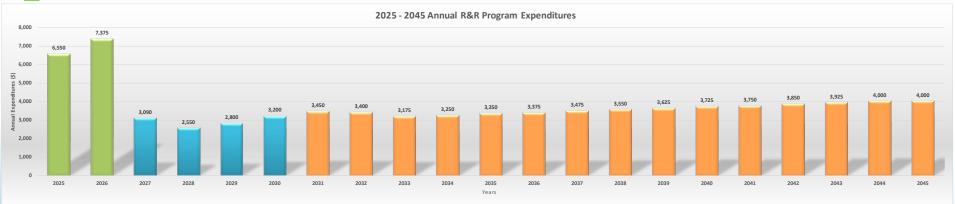
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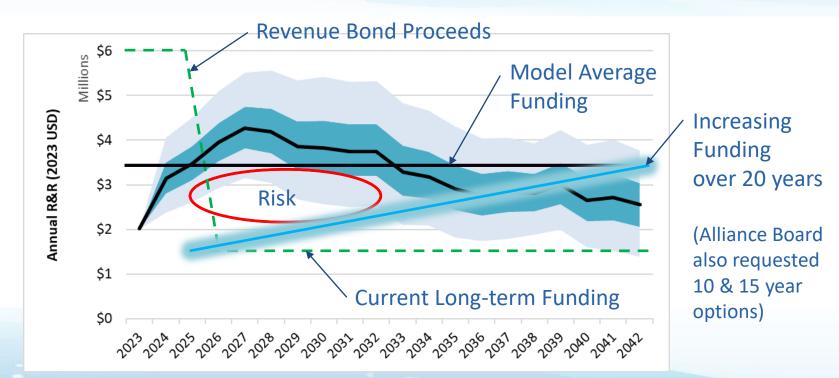
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New Project CO Carryover Project (Project Already Under Construction) P Program



Repair & Replacement / Asset Management Recommended Approach





Probabilistic Forecast, Annual R&R (\$/year)

Existing Regional Assets - R&R Program



Cost Allocation by Project (all costs in 2024 dollars)

	R&R Project Name	PROJECT COST	Battle Ground Percentage Share	Clark Regional Percentage Share	Battle Ground Cost Allocation	Clark Regional Cost Allocation
со	SCTP Primary Clarifier Mechanism Replacements	\$ 700,000	23.2%	76.8%	\$ 200,000	\$ 500,000
со	SCTP Primary Sludge Pump Replacement	\$ 2,200,000	23.2%	76.8%	\$ 500,000	\$ 1,700,000
1	SCTP Dewatering Equipment Replacement	\$ 6,700,000	23.2%	76.8%	\$ 1,600,000	\$ 5,100,000
2	117th Street Pump Station Controls Replacement	\$ 850,000	24.8%	75.2%	\$ 200,000	\$ 650,000
3	SCTP UV System Replacement	\$ 5,500,000	22.6%	77.4%	\$ 1,200,000	\$ 4,300,000
4	SCTP Influent Flow Meter Replacements	\$ 500,000	22.6%	77.4%	\$ 100,000	\$ 400,000
5	SCTP Aeration Equipment Replacement	\$ 2,700,000	22.6%	77.4%	\$ 600,000	\$ 2,100,000
6	SCTP Well House Rehabilitation	\$ 3,100,000	22.6%	77.4%	\$ 700,000	\$ 2,400,000
7	SCTP Thickening Equipment Replacement	\$ 3,600,000	22.6%	77.4%	\$ 800,000	\$ 2,800,000
8	SCTP Waste Gas Burner Replacement	\$ 3,000,000	21.5%	78.5%	\$ 600,000	\$ 2,400,000
9	SCTP Influent Screen Replacement (Phase 6)	\$ 1,000,000	22.6%	77.4%	\$ 200,000	\$ 800,000
10	36th Ave Pump Station VFD Replacement	\$ 350,000	24.8%	75.2%	\$ 100,000	\$ 250,000
11	SCTP Secondary Clarifier Rehabilitation	\$ 2,000,000	22.6%	77.4%	\$ 450,000	\$ 1,550,000
Ρ	Building System R&R Program	\$ 19,878,000	23.2%	76.8%	\$ 4,612,000	\$ 15,266,000
Р	Annual R&R Allowance	\$ 41,316,000	23.2%	76.8%	\$ 9,585,000	\$ 31,731,000
	R&R PROGRAM TOTALS	\$ 93,394,000			\$ 21,447,000	\$ 71,947,000

CO = Carryover Project P = Program

= New Project



New Regional Assets Capital Improvement Program



- Program designed to build new assets when needed
- Typical CIP investment drivers:
 - Capacity management
 - Regulatory changes
 - Level-of-service commitments

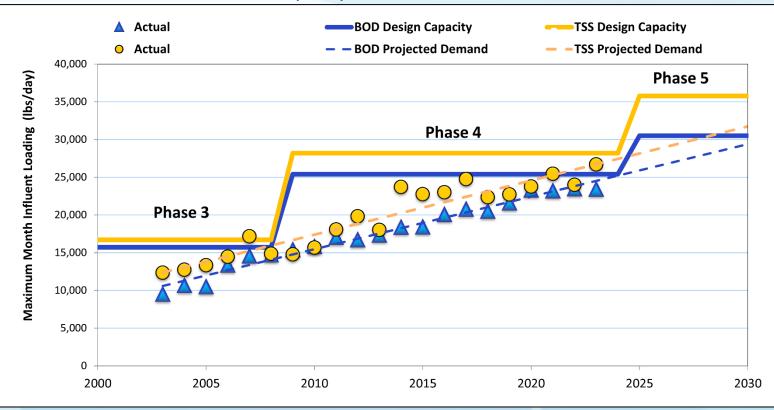


DISCOVER Ren Water Alliane

- Capacity Management for Salmon Creek Treatment Plant
 - Limiting capacity element in regional system
 - Approaching capacity
 - Influent flow
 - Influent loading
 - Regulatory thresholds
 - 85% of capacity (3 consecutive months)
 - Projected to reach capacity in 5 years
 - Plan submitted and approved
 - Phase 5 projects in construction will be complete mid-2025

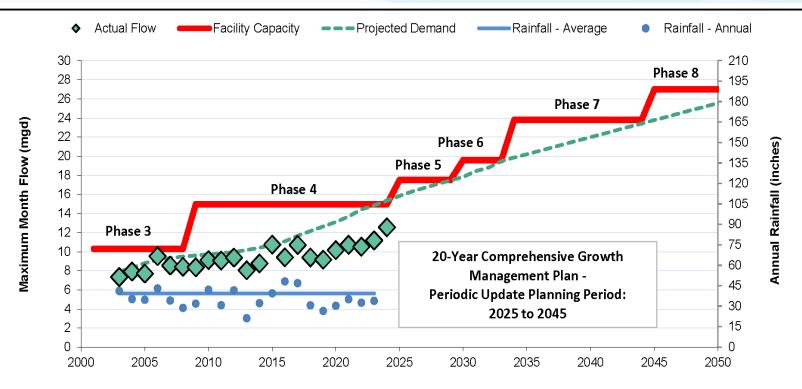


Salmon Creek Treatment Plant Capacity Assessment – Influent Wasteload





Salmon Creek Treatment Plant Capacity Assessment – Influent Flow





- 20-year program summary Table 2.7 in Capital Plan
- 13 projects identified, programmed over 20 years
 - No new projects
 - Growth rate above average last 4 years
 - Timing of projects updated slightly
 - Removed some schedule contingency
 - Planning update needs to be completed in 2025
- Total Capital Plan Program Costs (21 years) - \$279M
 - o Includes projects already in construction
 - 21-year costs ("go forward") \$207M







Cost Allocation by Project (all costs in 2024 dollars)

CIP Project Name		PROJECT COST	Battle Ground Percentage Share	Clark Regional Percentage Share	-	Battle Ground ost Allocation		lark Regional ost Allocation
1 117th Street Pump Station Capacity Upgrade	\$	15,100,000	23.4%	76.6%	\$	3,500,000	\$	11,600,000
2 SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion	\$	37,000,000	25.9%	74.1%	\$	9,600,000	\$	27,400,000
3 SCTP Phase 5B (Treatment Plant) Expansion	\$	34,600,000	19.2%	80.8%	\$	6,600,000	\$	28,000,000
4 SCTP Chemically Enhanced Primary Treatment Pilot Project	\$	500,000	0.0%	100.0%	\$	0	\$	500,000
5 SCTP Phase 6 Expansion	\$	49,600,000	11.9%	88.1%	\$	5,900,000	\$	43,700,000
6 SCTP Class A Biosolids Upgrade	\$	16,500,000	21.5%	78.5%	\$	3,500,000	\$	13,000,000
7 SCTP Phase 7 Expansion	\$	48,100,000	20.7%	79.3%	\$	10,000,000	\$	38,100,000
8 SCTP Phase 8 Expansion	\$	19,700,000	20.6%	79.4%	\$	4,100,000	\$	15,600,000
9 RTP Secondary Treatment Process Improvements	\$	1,100,000	0%	100%	\$	0	\$	1,100,000
10 RTP Decommissioning	\$	5,100,000	0%	100%	\$	0	\$	5,100,000
11 BGFM Parallel Force Main	\$	47,200,000	100%	0%	\$	47,200,000	\$	0
12a General Sewer Plan/Phase 6 Engineering Report	\$	2,200,000	21.8%	78.2%	\$	500,000	\$	1,700,000
12b General Sewer Plan/50 Year Vision	\$	2,200,000	21.3%	78.7%	\$	500,000	\$	1,700,000
CIP PROGRAM TOTALS	; Ś	278,900,000			Ś	91,400,000	Ś	187,500,000

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	Actual																							21-Year	
	Through	2024																						Period	Project
Project Name	2023	Estimate	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	Total	Total
Expenditures																									
CIP Projects																									
117th Street Pump Station Capacity Upgrade	-	-	-	-	755	1,510	6,795	6,040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,100	15,100
SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion	29,000	7,900	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	37,000
SCTP Phase 5B (Treatment Plant) Expansion	24,100	9,000	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	34,600
SCTP Chemically Enhanced Primary Treatment Pilot Project	73	427	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500
SCTP Phase 6 Expansion	-	-	2,480	2,480	2,480	12,400	19,840	9,920	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,600	49,600
SCTP Class A Biosolids Upgrade	-	-	-	825	825	825	4,125	6,600	3,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,500	16,500
SCTP Phase 7 Expansion	-	-	-	-	-	-	2,405	2,405	2,405	12,025	19,240	9,620	-	-	-	-	-	-	-	-	-	-	-	48,100	48,100
SCTP Phase 8 Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	985	985	985	4,925	7,880	3,940	19,700	19,700
RTP Secondary Treatment Process Improvements	31	769	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	· -	· -		300	1,100
RTP Decommissioning	-	-	-	-	-	-	-	-	255	765	2,295	1,785	-	-	-	-	-	-	-	-	-	-	-	5,100	5,100
BGFM Parallel Force Main	-	-	-	2,360	2,360	2,360	11,800	18,880	9,440	-			-	-	-	-	-	-	-	-	-	-	-	47,200	47,200
Alliance General Sewer Plan/Phase 6 Engineering Report	-	400	1,200	600		-		-	-			-	-			-			-		-			1,800	2,200
Alliance General Sewer Plan/50 Year Vision	-	-	-	-	-	-	-	-			550	550	550	550		-	-	-	-	-	-			2,200	2,200
Total Annual CIP Projects Expenditures	53,204	18,496	5,580	6,265	6,420	17,095	44,965	43,845	15,400	12,790	22,085	11,955	550	550	-	-	-	985	985	985	4,925	7,880	3,940	207,200	278,900

0 New Projects Identified for 2024 Capital Plan





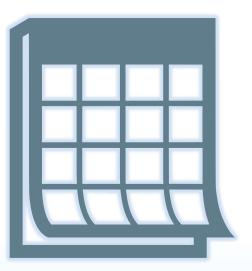
Summary and Path Forward



Summary and Path Forward

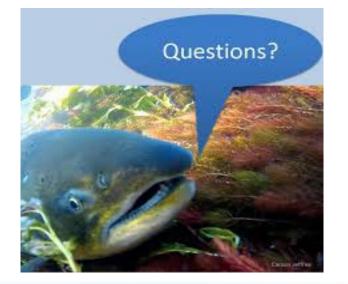
- Schedule summary
 - Draft Capital Plan being reviewed
 - Q3 vetting with Alliance Member agencies
 - Financial Assessment by BG and District (funding Members)
 - Alliance Board Meetings September and December
 - September: draft Capital Plan & Budget
 - December: final Capital Plan and Capital Budget adoption





2024 Capital Plan Update





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Attachment A

Laying the foundation for a vibrant economy and healthy environment

2024 CAPITAL PLAN

DRAFT

Prepared in Support of the 2025-2026 Capital Budget with a Planning Period Through 2045



Discovery Clean Water Alliance



Core Values

- 1. Ensure reliable, predictable service for all customers
- 2. Manage resources responsibly, efficiently and equitably
- *3. Protect public and environmental health*
- 4. Optimize use of existing facilities
- 5. Be financially transparent
- 6. Use new technologies to achieve system efficiencies and environmental protection
- 7. Provide a fair, positive and secure work environment for utility employees
- 8. Ensure capacity to support regional land use and economic development decisions
- 9. Invest in improvements that create system-wide benefits
- 10. Make business decisions collaboratively with all partners



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SECTION 1

Alliance Overview and Capital Plan Introduction





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1.1 Alliance History and Formation

The Discovery Clean Water Alliance (Alliance) legally formed on January 4, 2013, representing the culmination of several years of evaluation to determine the optimum long-term framework for delivery of regional wastewater transmission and treatment services to the urban growth areas in the central portion of Clark County, Washington.

The overall Alliance service area represents the majority of the high-growth communities within Clark County. Residents and businesses served by the regional wastewater system value receiving reliable service at an affordable price from the Member agencies. The Alliance,



therefore is designed to provide a regional collaboration and decision-making forum that fosters the ability for Member agencies to influence key policy determinations on how best to make needed capital investments and determine operational level-of-service, while also maintaining competitive rates and charges to the end users of the system.

Having managed the region's growth under other service delivery models prior to formation of the Alliance, the Members determined that regional decisions are best made when all stakeholders participate directly in decisions having a material impact to service levels or costs. To that end, the primary outcomes of the Alliance structure are to:

- provide a direct voice and a vote for agencies affected by regional infrastructure decisions
- align the authority to make decisions with the responsibility to pay for the resulting impacts of those decisions
- provide a forum to determine the appropriate balance between level-of-service and cost-of-service

As currently established, the Alliance serves four Member agencies – the City of Battle Ground, Clark County, Clark Regional Wastewater District and the City of Ridgefield. The Members jointly own and jointly manage regional wastewater assets under Alliance ownership through an interlocal framework established under the State of Washington Joint Municipal Utility Services Act (JMUSA) (RCW 39.106).

The JMUSA statute was passed by the Washington State Legislature and signed by the Governor in 2011. The Discovery Clean Water Alliance was the second agency in the state to form under this statute, after the Cascade Water Alliance. While the Alliance is a regional wastewater transmission and treatment utility today, the statute allows for any form of municipal water-related utility service to be provided



and supports any combination of municipal partner agencies as Members. This structure ensures the flexibility to accommodate changing needs of the regional service area over time.

A summary of the transition timeline and process that led to the formation of the Alliance is provided below.

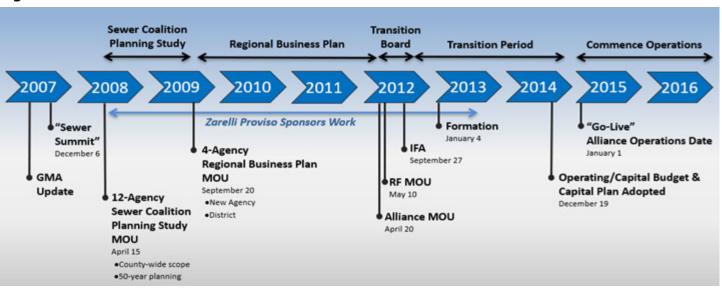


Figure 1.1 – Alliance Formation Timeline

- Sewer Summit. In September 2007, Clark County adopted an updated 20-Year Comprehensive Growth Management Plan, addressing the future needs of the community. This planning process identified the growth potential and related infrastructure needs of several of the urban growth areas within Clark County. As a result, wastewater service providers in Clark County began to discuss the concept of regionalizing wastewater services to support a healthy environment and to provide infrastructure needed to realize the area's economic development potential. These discussions culminated in a "Sewer Summit" on December 6, 2007, where the idea of studying various regional services delivery models was first endorsed by a broad coalition of local agencies.
- <u>Sewer Coalition Planning Study</u>. The Sewer Summit discussions resulted in the *Sewer Coalition Planning Study*, started in 2008 and published in November 2009, with twelve local agencies. This study considered a 50-year vision for growth and infrastructure needs in a county-wide context. The study resulted in a *Memorandum of Understanding (MOU) to Develop the Structure for a Regional Wastewater Entity*. Four of the twelve agencies (today, the Members of the Alliance) agreed in the MOU to move forward to form a new regional partnership. The remaining eight coordinating agencies would continue to coordinate with, and stay informed on, the process. A legislative proviso sponsored by State Senator Joseph Zarelli was utilized to provide for this and the subsequent planning and study work.



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 <u>Regional Business Planning</u>. In 2010 and 2011, the four agencies conducted a regional business planning effort to explore specific options for how a new regional partnership might be structured, what services it might provide, what assets it might own, how it might be governed and how it might be funded.

This regional business planning effort resulted in a second MOU signed in April 2012, providing agreement-in-principle for the framework of the new partnership. Key elements of the MOU included formation of the new entity under JMUSA (RCW 39.106);



use of an asset-based cost allocation model; oversight from a four-member Board of Directors composed of one elected official from each agency; and contracting key administrative and operational responsibilities to the Member agencies best suited to provide those services.

The asset-based cost allocation model consists of four primary types of costs:

- 1) operational costs shared by current actual flow contributions from the Members;
- 2) capital costs related to existing facilities by current capacity allocation or capacity "ownership" in those facilities;
- 3) capital costs related to new facilities by incremental purchase of capacity; and
- 4) administrative costs not related to operations are shared by capacity allocation in the treatment facilities.
- <u>Alliance Formation</u>. Building on the April 2012 MOU, an Interlocal Formation Agreement (IFA) was completed in September 2012, providing the necessary framework elements for the Discovery Clean Water Alliance. The IFA was registered with the Washington State Office of Secretary of State on January 4, 2013, to legally form the Alliance. The Alliance Board of Directors





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then met for the first time on January 18, 2013, where a series of initial resolutions were approved to establish the basic operating framework for the new regional authority. Also approved on that date was an initial two-year operating budget to support transition activities in 2013 and 2014. The individuals serving on the Board of Directors at the first official meeting of the Alliance were: Mayor Lisa Walters – City of Battle Ground; Commissioner Tom Mielke – Clark County; Commissioner Neil Kimsey – Clark Regional Wastewater District; and Mayor Ron Onslow – City of Ridgefield. The IFA was amended and restated by resolution on August 15, 2014, to further clarify policies and procedures. The Alliance assumed full operational responsibility for the Regional Assets on January 1, 2015 (the Alliance Operations Date).

The Alliance is one of several regional water and wastewater agencies providing service to large urban areas in western Oregon and Washington. In much the same way that the boundaries of a natural watershed are different than political boundaries of cities and counties, utility systems are often most efficiently managed on a regional scale serving multiple local jurisdictions. While the corporate structures and functional arrangements vary widely, the Alliance is a peer agency in many respects with the following Pacific Northwest regional water and wastewater agencies shown below.



Figure 1.2 – Regional Utility Partnerships Located in Oregon and Washington



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1.2 Alliance Name and Organizational Structure

As the Alliance was in its formative stages, it was necessary to establish a clear identity for the new agency. The name **Discovery Clean Water Alliance** was chosen after a review of possible options. Historically, the name "discovery" is tied to the Lewis and Clark expedition which traversed Clark County over two hundred years ago and was officially called the "Corp of Discovery". "Discovery" also was the name of the lead ship in George Vancouver's exploration of the North American west coast. This moniker offered historical significance and represented a positive future direction for the modern-day explorers charting the future of utility service for Clark County.

A graphical identity was also developed to complement the new entity name. Battle Ground staff offered to coordinate design development utilizing the talents of a local graphic design student. Options were reviewed and a design incorporating a water droplet, leaf and fish graphic was selected. The logo concept was created to contain the following elements represented by the new entity:

- water droplet represents clean water; the color is blue for water
- leaf plants require clean water and help create oxygen, a primary element in water; the color is green for a leaf, and for the official wastewater color used in utility locate functions



 salmon – a fish represents the need for wildlife to have clean water, and ties into the local rivers protected by the regional wastewater system

The Alliance Board unanimously approved the logo in 2013, which has since become a recognizable representation of the regional agency. The Alliance Board also provided a Certificate of Appreciation to the Battle Ground art student responsible for the winning entry.

The Member agencies continued their collaborative efforts through the development of the Alliance organizational framework. The framework is structured to foster significant interaction among the Alliance Members in all major operational, financial and infrastructure decisions. A summary of key roles and responsibilities is provided below.

<u>Board of Directors and Legal Counsel</u>. The Board of Directors is composed of one elected official from each of the Member agencies to form a four-person policy and oversight body. The Board then selects from among the four appointed Directors to fill positions for Chair, Vice-Chair and Secretary. The Board has selected Foster Garvey to serve as legal counsel to the Alliance. Board responsibilities and functions are further depicted in the IFA and in a separately adopted resolution of Board Rules and Operating Procedures.

A "House" and Senate" voting structure mandates a high level of regional consensus for "Significant Decisions" of the Alliance Board. This structure incorporates two voting mechanisms: (1) majority voting (Directors only) and (2) dual-majority voting (Directors and Treatment



Facilities Allocated Capacity). Routine votes per IFA Section IV.F.4 require only a majority vote of Directors present. Significant Decisions, on the other hand, require "dual majority" approval by both the number of Directors present (the "Senate test") and the Directors representing the volume of Treatment Facilities Allocated Capacity (the "House test").

Practically speaking under the current framework, regional consensus among 75% (3 out of 4) is required to form a simple majority for routine votes. 75% is also required to form a dual-majority for Significant Decisions, with the additional requirement that the agency representing the largest customer base (today, the District) must be one of the three approving members (stated another way, the District's vote is required to meet the "House" portion of the test).

The following decisions related to capital planning for Regional Assets are classified as "Significant Decisions" in the IFA and require a Dual Majority Vote (passing 50% of <u>both</u> the Senate and House tests): the borrowing of money or issuance of Bonds, a change in the ownership of Regional Assets and the adoption of a Capital Budget.

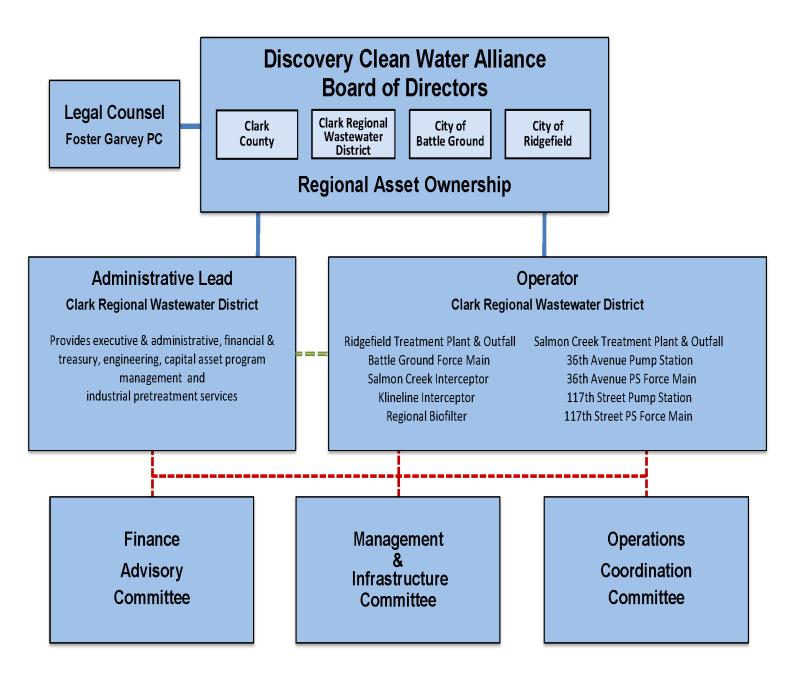
The following decisions related to capital planning for Regional Assets are classified as "Significant Decisions" in the IFA and require a Dual Super-Majority Vote (passing 60% of <u>both</u> the Senate and House tests): the adoption of a Capital Plan (including the allocation of costs pursuant to any such Capital Plan) and a change in Allocated Capacity.

- <u>Member Service Providers</u>. The Alliance structure relies on contracts with its Members to deliver the majority of services. Ridgefield and Clark County initially served as Operators for the Alliance at formation. The Ridgefield operational responsibilities were transferred to the District in 2018. Similarly, the Clark County operational responsibilities were transferred to the District in 2022. Today, the District serves as the Operator for all Alliance Regional Assets. The District is separately contracted with the Alliance as Administrative Lead to provide executive, administrative, financial, treasury, engineering, capital program management, and pretreatment services.
- <u>Standing Committees</u>. The Alliance has formed three Standing Committees to provide forums for vetting all Alliance issues. The Finance Advisory Committee (FAC) provides for Member input into financial matters for the Alliance. The Management and Infrastructure Committee (MIC) solicits guidance from the Members on management and infrastructure matters for the Alliance. An Operations Coordination Committee (OCC) allows for Member interaction and coordination on operations and maintenance matters for the Alliance.

The interaction among these groups is illustrated in Figure 1.3, Alliance Contractual and Communication Flow Chart. The Member Service Providers (today, the District) share information with the Standing Committees and have direct contractual responsibility to the Board of Directors. Legal Counsel works directly for the Board, also through a contractual relationship.







Contract Responsibility

== "Active Coordination" per Interlocal Formation Agreement

--- Review of Relevant Matters for each Committee





1.3 Alliance Core Values/Capital Planning Guiding Principles

As a regional wastewater transmission and treatment utility serving nearly 150,000 citizens today and with the potential to serve a population of 250,000 or more over time, it is critical that the Alliance decision making is aligned with the needs and expectations of the community it serves. In order to provide an appropriate context for Alliance decision making, communitysupported core values were determined during the regional business planning process through a statistically valid telephone survey of residents in the Alliance service area.

The results of the survey are presented in the following table of the top ten core values along with the percent of residents indicating that they "agree" or "strongly agree" that these values should guide the formation and operation of the Alliance.



Со	re Values	% Who Agree or Strongly Agree
1.	Ensure reliable, predictable service for all customers	89%
2.	Manage financial resources in a responsible, efficient, equitable manner	86%
3.	Operate utility to protect public and environmental health and safety	82%
4.	Optimize the use of existing facilities	80%
5.	Maintain financial transparency	79%
6.	Use new technology to achieve system efficiency, environmental protection	77%
7.	Provide fair, positive, secure work environment for future utility employees	71%
8.	Ensure capacity to support regional land use, economic development	71%
9.	Invest in capital improvements that create system-wide benefits	67%
10.	Make business management decisions collaboratively with all partners	64%

Table 1.1 – Alliance Core Values



The Alliance core values are applied to the Capital Plan work through the following capital planning guiding principles:

Table 1.2 – Alliance Capital Planning Guiding Principles

Guiding Principles

- 1. Existing Regional Assets will be maintained in good operating condition through an intentional asset management program.
- 2. New Regional Assets will be planned and constructed ahead of demand to provide adequate capacity for growth in Member service areas, to comply with emerging regulatory requirements and/or to deliver new levels of service where appropriate.
- 3. Long-range financial planning to support the capital programs will be provided to the Members for incorporation into local (retail) rate and charge planning.
- 4. Life cycle cost comparisons, considering both capital and operating costs, will be utilized in alternative comparisons for significant projects. Alternatives will also consider non-cost criteria topics such as regulatory compatibility, public and environmental health outcomes, regional (system-wide) benefits and operational characteristics.
- 5. Decisions related to the Capital Plan will be fully vetted with the Standing Committees, the Board of Directors and affected stakeholders.

1.4 Purpose and Scope of Capital Plan

The Capital Plan presents the plan for the Alliance to meet its infrastructure obligations to its Members for regional wastewater transmission and treatment services. These services are delivered by maintaining existing Regional Assets and through construction of new Regional Assets. In terms of existing Regional Assets, the Capital Plan will depict the repair and replacement (asset management) work needed to keep the assets in good working order. With respect to new Regional Assets, the Capital Plan will establish the infrastructure investments needed to address system capacity, new regulatory obligations or new level-of-service commitments.

The Capital Plan will present all known infrastructure project needs for the Alliance. These projects will be presented for both near-term and long-term. The specific definition of the term **Capital Plan** from the IFA is provided below, along with other relevant IFA definitions pertaining to capital planning work.

Definitions:

<u>Alliance Operations Date</u> – means the date on which the Board has determined that (1) Regional Assets have been transferred to or for the benefit of the Alliance, (2) outstanding wastewater obligations have been retired, defeased, or transferred as necessary, (3) the Alliance is undertaking responsibility for providing service under this Agreement, (4) the Members receiving service from the Alliance become responsible for paying Regional Service Charges. The Alliance Operations Date is January 1, 2015.



<u>Allocated Capacity</u> –The Maximum Monthly Flow of wastewater that a Member may discharge into the Regional Assets, as described in Exhibit B of the IFA and as supplemented or adjusted in a Capital Plan.

Bonds –Bonds, notes or other evidences of indebtedness issued by the Alliance or by another entity (e.g., by a Member) on behalf of the Alliance.

<u>Capital Plan</u> – One or more long-range capital improvement plans for the addition, replacement or improvement of Regional Assets, including an identification of Regional Assets and the allocation of transmission and treatment capacity as they may be supplemented or adjusted from the initial Regional Assets and allocations described in Exhibit B of the IFA.

Capital Budget – One or more capital budgets adopted in consistence with Section VI.A. of the IFA: A periodic Capital Budget will be prepared by Alliance staff or consultants (or, if there is a separate Administrative Lead, then by the staff of or consultants selected by that entity). Similarly, prior to Board action, comprehensive Capital Plans, including a renewal and replacement fund mechanism, will be periodically prepared by Alliance staff (or, if there is an Administrative Lead, by the staff of that entity in cooperation with staff of any Operator).

Dual Majority Vote – A Board vote requiring the affirmative vote of both (1) the Directors representing more than 50% of the Members, and (2) the Directors representing the Members comprising more than 50% of the Treatment Facilities Allocated Capacity for the year in which the vote is taken, as set forth in the then-current Capital Plan.

Dual Super-Majority Vote – Except as provided in section IV.F.3 of the IFA, a Board vote requiring the affirmative vote of both (1) the Directors representing more than 60% of the Members, and (2) the Directors representing the Members comprising more than 60% of the Treatment Facilities Allocated Capacity for the year in which the vote is taken, as set forth in the then-current Capital Plan.

MGD – Million gallons per day, referring to a rate of flow.

Maximum Monthly Flow or MMF – A measure of flow expressed in MGDs and representing the highest average monthly flow, taking into account the total flow of wastewater discharged into the Regional Assets, measured in millions of gallons for any calendar month divided by the total number of days in that month.

Regional Assets – The assets listed in Exhibit B of the IFA, and such additional assets as the Board may later determine to be Regional Assets under Section VII.B. of the IFA.

<u>Regional Service Charges</u> – Charges for service imposed by the Alliance under Section VI.B of the IFA.

Transmission Infrastructure – Transmission lines, force mains, interceptors, pump stations and other facilities required to transfer wastewater from a Member's collection system to a Treatment Facility.

<u>Treatment Facility or Facilities</u> – Treatment plants, outfalls and other facilities required to treat wastewater.

1.5 Alliance Regional Assets

Based on the 2023 Financial Statements, the Alliance owns, operates and manages 10 Regional Assets with an estimated book value (historical cost less depreciation) of approximately \$123 million. The Regional Assets are depicted in the following Regional Asset Descriptions and Regional Asset Overview Map.



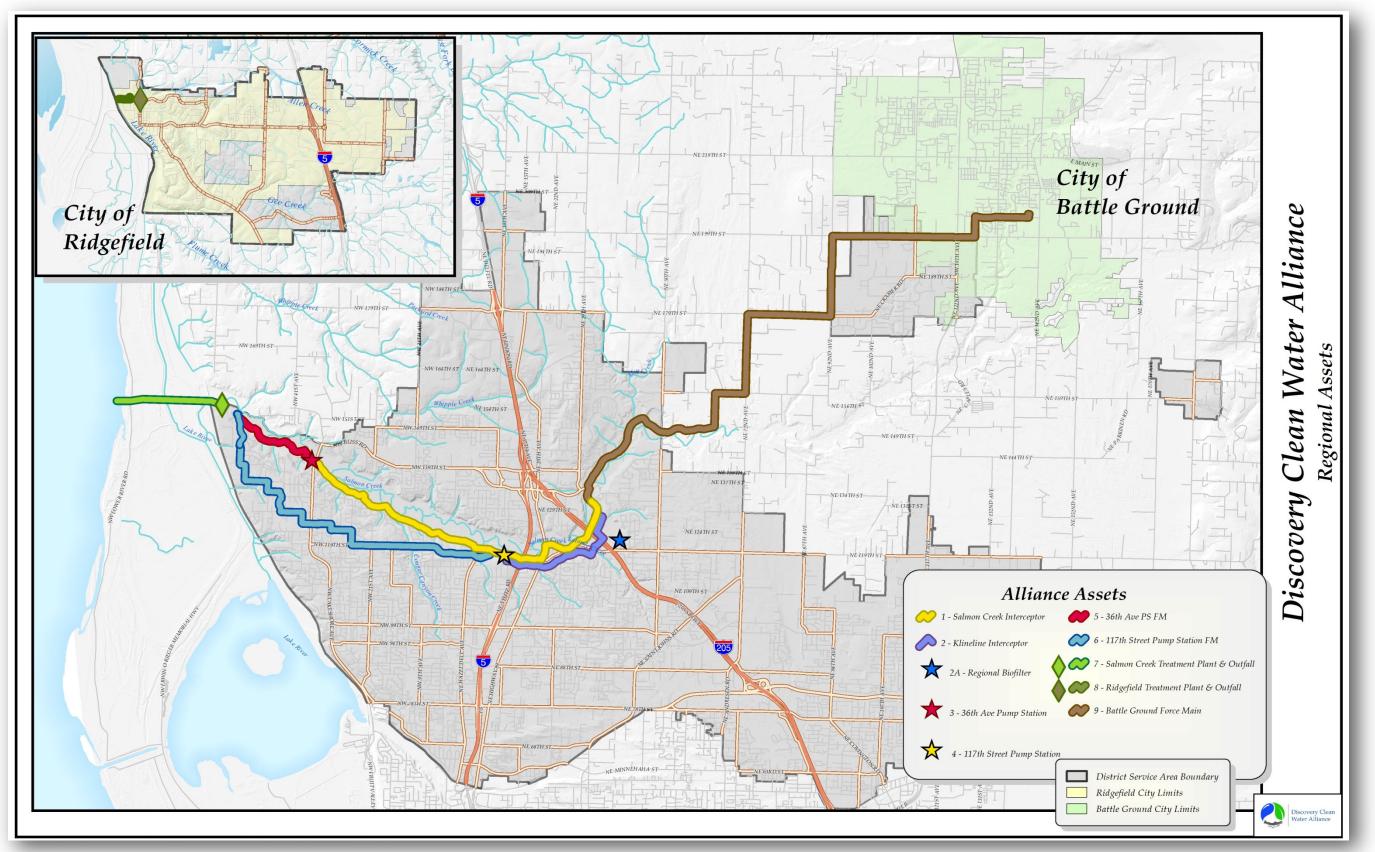
Table 1.3 – Alliance Regional Asset Descriptions

Re	gional Asset Name	Regional Asset Description
1.	Salmon Creek Interceptor	4.6-mile long gravity pipeline located on the south side of the Salmon Creek drainage. The interceptor collects and conveys wastewater from partner agencies to regional pump stations. The pipeline was constructed in segments from the mid to late 1970's (21-42-inch diameter pipe routed from Betts Bridge to 36 Ave).
2.	Klineline Interceptor	1.8-mile long gravity pipeline located parallel to the Salmon Creek Interceptor. The pipeline was constructed in segments from 2002 to 2006 (48-inch diameter pipe routed from Salmon Creek Ave & NE 127 to 117 St PS).
2A.	Regional Biofilter - Klineline Interceptor	Regional biofilter directly adjacent to the property located at 12401 NE Salmon Creek Avenue in Vancouver, WA. The biofilter was regionally sized to manage odors and control corrosion associated with the discharge of the Battle Ground FM and St. Johns Interceptor into the Klineline Interceptor. The biofilter was constructed in 2017-2018.
3.	36 Avenue PS	Raw sewage PS located at 14014 NW 36 Ave in Vancouver, WA. The station pumps wastewater from the Salmon Creek interceptor to SCTP. The pump station was constructed in mid-1970's and remodeled in 1994 and 2005.
4.	117 Street PS (aka Klineline PS)	Raw sewage PS located at 1110 NE 117 St in Vancouver, WA. The station pumps wastewater from Salmon Creek and Klineline interceptors to SCTP. The pump station was constructed in 2008.
5.	36 Ave PS FM	24-inch diameter FM routed from 36 Ave PS to SCTP. The FM runs approximately 1.4 miles along the south side of the Salmon Creek and discharges to SCTP. The pipeline was constructed in mid-1970's.
6.	117 Street PS FM	Dual 30-inch diameter FMs routed from 117 St PS to SCTP. The FM runs approximately 4.9 miles along public rights-of-way to SCTP. The pipeline was constructed in segments from 2004 to 2008.
7.	Salmon Creek Treatment Plant & Outfall	Secondary treatment plant originally constructed in the mid 1970's, with four major expansion phases. The plant is located at 15100 NW McCann Rd, in Vancouver, WA. The plant outfall is a 30-inch diameter pipeline routed west of the plant 1.3 miles, terminating in the Columbia River between mile 95 and 96.
8.	Ridgefield Treatment Plant & Outfall	Secondary treatment plant originally constructed in 1959, with several upgrades since then. The plant is located on West Cook St in Ridgefield, WA. The plant outfall is a 10-inch diameter pipeline routed west of the plant 0.2 miles, terminating in Lake River.
9.	Battle Ground FM (including odor control system)	9-mile long 16-inch diameter FM (with bioxide chemical dosing/injection facility) routed southwesterly from Battle Ground PS to Klineline interceptor at Salmon Creek Ave. The pipeline was constructed in the early 1990's.





Figure 1.4 – Regional Asset Overview Map



Discovery Clean Water Alliance





2024 Capital Plan

1.6 Governor's 2013 Smart Communities Award

Each of the Alliance Members was recognized by Washington Governor Jay Inslee with a Governor's 2013 Smart Communities Award. The award recognized the value the Alliance provides to its Members and the larger community served by the regional wastewater transmission and treatment system. Following is an excerpt from the official statement provided with the award:



The Governor established these awards to recognize the accomplishments of community leaders to create smart, livable places. The awards are designed to recognize the good work being done in large and small communities across Washington State. The values and priorities of each community shine through each and every one of the projects nominated for these awards.

As Washington works to further strengthen its position in the global economy, the work of the local governments and their partners in creating vibrant, quality communities is vital to our success. The leadership of Discovery Clean Water Alliance's award-winning nomination helps make Washington a great state in which to live and do business.

Discovery Clean Water Alliance, (DCWA) is a partnership between Clark County, Clark Regional Wastewater District, and the Cities of Ridgefield and Battle Ground. DCWA pools the various agencies' resources, funds and talents. By connecting wastewater systems, the partners can meet future service demand without paying for repetitive facilities in each service area.

In summary, at its most fundamental level, the Alliance provides a framework for the Members to jointly own and jointly manage regional wastewater transmission and treatment infrastructure critical to the environmental health and economic well-being of the region. Each Member has a voice and a vote in the decisions made by the Alliance, and together the Members will shape the future of the delivery of this critical urban service for the benefit of the community served.





2024 Capital Plan

SECTION 2





2.1 Capital Plan Introduction

The Alliance is an owner and operator of Regional Assets providing wastewater transmission and treatment services to its Members. As such, one of the most important business functions of the Alliance is to have a well-developed capital program for the management of its assets. This Capital Plan presents the Regional Asset Management Program for the Alliance, including the work required to repair or replace existing assets and to construct new assets to meet capacity, regulatory, or level-of-service requirements.

The formal definition of the Capital Plan as presented in the IFA is "**One or more long-range capital improvement plans** for the **addition, replacement, or improvement of Regional Assets**, and including an identification of Regional Assets and the **allocation of transmission and treatment capacity**, as they may be supplemented or adjusted from the initial Regional Assets and allocations described in Exhibit B of the IFA." (emphasis added). This Capital Plan provides for these requirements in the following four sections:

- One or More Long-Range Capital Improvement Plans. As noted in Section 2.2, the Alliance has formally adopted the existing long-range capital plans of its Members. These plans have been updated through the regional study process and have been reviewed and approved by the Department of Ecology. The existing Member agency plans have been formally transferred to the Alliance through the asset transfer agreement process.
- **Replacement or Improvement of Regional Assets.** In Section 2.3, the Alliance presents its plan for replacement or improvement of the existing Regional Assets. These plans for existing assets are often called "repair and replacement" or "asset management" programs. These terms are used interchangeably in this document.
- Addition of Regional Assets. In Section 2.6, the Alliance presents its plan for addition or construction of new Regional Assets. The need for new Regional Assets is typically driven by the need to increase system capacity for growth in the service area, the requirement to address new regulatory obligations, or the policy decision to provide new level-of-service commitments.
- Allocation of Transmission and Treatment Capacity. In Section 2.7, the Alliance will address any changes to Allocated Capacity among its Members. Changes in capacity can result from agreements to transfer existing capacity allocations among Members or from new capacity allocations created through the construction of new Regional Assets.

The Capital Plan will depict the programs for existing and new Regional Assets by presenting nearterm needs (two-year and six-year projects) as well as long-term needs (20-year projects). Individual Project Profiles for all projects are presented in the following appendices: Appendix A (Existing Regional Assets – Repair and Replacement Program Project Profiles) and Appendix B (New Regional Assets – Capital Improvement Program Project Profiles).



Capital Plan Project and Project Numbering. Per the Interlocal Formation Agreement and consistent with the Operator and Administrative Lead agreements, this Capital Plan presents all capital project work associated with the Administrative Lead role, informing the Capital Budget. Please note that some capital project work is also budgeted separately as part of the Operator responsibilities, and that work is included in the Operating Budget.

A project numbering convention has been established with the following three components: (1) Regional Asset number, (2) anticipated bid year and (3) sequential number. For example, project RA03–19–1 would be for a project for Regional Asset No. 3 (the 36th Avenue Pump Station) where the project was scheduled to bid in 2019, and this is the first project for that asset in that bid year.

Cost Escalation and Estimate Classification. The Capital Plan provides for all the projects defined over time, and the corresponding cost estimates have been adjusted to 2024 dollars. A separate process to escalate the project costs from this baseline to the estimated bid year is determined in the Capital Budget (a separate document).

As specific capital projects are developed from a conceptual level through preliminary design and ultimately to bid-ready plans and specifications, the level of definition of the projects increases throughout the process. It is critical to understand the probable variability of the estimates and to carry appropriate project contingencies. The Alliance approach is summarized in Table 2.1, adapted (in part) from information published through AACE International.

Estimate Classification	Project Design Definition (% Complete)	Typical Purpose/ End Usage	Expected Accuracy Range (L=Low, H=High)	Contingency Level Embedded in Cost Estimate
Class 5	0-2%	Concept Screening	L: -50% H: +100%	40-50%
Class 4	1-15%	Study or Feasibility Review	L: -30% H: +50%	30-40%
Class 3	10-40%	Budget Authorization	L: -20% H: +30%	20-30%
Class 2	30-70%	Budget Control	L: -15% H: +20%	10-20%
Class 1	65-100%	Final Estimate/ Bid Review	L: -10% H: +15%	0-10%

Table 2.1 – Alliance Cost Estimate Classification System

2.2 Member Agency Planning Document Incorporation by Reference

Through the initial adoption of the Capital Plan in 2014, the Alliance also formally adopted the Member agency planning documents listed in Table 2.2. This suite of documents represents the formal planning basis for the Alliance Regional Assets until such time the Alliance prepares an updated and integrated planning document for the Regional Assets.



Regional Assets (RA)	Planning Document	Ecology Approval Date	Portion of Plan Adopted by Alliance
Salmon Creek Wastewater Management System (SCWMS), RA 1-7	Salmon Creek Wastewater Management System Wastewater Facilities Plan / General Sewer Plan Amendment, CH2M HILL, August 2013	September 4, 2013	Entire plan
	Salmon Creek Wastewater Management System Wastewater Facilities Plan / General Sewer Plan, CH2M HILL, July 2004	March 10, 2005	Entire plan
Ridgefield Treatment Plant and Outfall (RTPO),	City of Ridgefield General Sewer Plan, Gray & Osborne, March 2013	June 18, 2013	Relevant portion of plan for RTPO
RA 8	City of Ridgefield General Sewer and Wastewater Facility Plan, Gray & Osborne, December 2007	October 31, 2008	Relevant portion of plan for RTPO
Battle Ground Force Main (BGFM), RA 9	City of Battle Ground General Sewer Plan, Wallis Engineering, March 2011.	September 29, 2011	Relevant portion of plan for BGFM

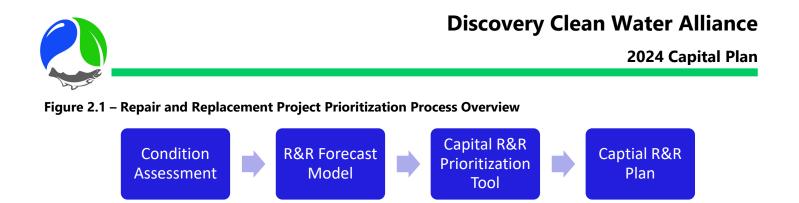
Table 2.2 – Member Agency Planning Documents Adopted by Alliance

2.3 Existing Regional Assets – Repair and Replacement (R&R) Program

The initial Alliance Capital Plan (adopted in 2014) and the updated 2016 plan incorporated the existing condition assessment reports and asset management programs from the Member agencies involved in the operation of the Regional Assets. That information informed the prioritization of several initial repair and replacement projects and was based on a limited review of available information for the Regional Assets.

Working to develop a more comprehensive assessment on an incremental basis, the subsequent Capital Plans incorporated a more thorough and systematic review of major systems within the Regional Assets while still relying on subjective condition data provided by operations and maintenance staff. This plan embraces the Alliance Asset Management Policy (see Appendix C) and represents a significant step forward in terms of the number of assets evaluated and objective condition assessments as the Alliance progresses toward the ultimate goal of establishing a fully sustaining asset management program for all Regional Assets.

Capital Plan – R&R Project Prioritization Process. In 2023, the Alliance completed an effort to further refine its process for identifying and prioritizing R&R capital projects. The process started with a condition assessment of mechanical and electrical assets within the Salmon Creek Wastewater Treatment Plant (WWTP) and the two regional pumping stations. Based on this information and additional asset data, an R&R Forecast Model was developed. This model aims to identify anticipated funding levels for R&R projects over a 20-year period. The identified projects were then prioritized using the Capital R&R Prioritization Tool. See Figure 2.1 below for a process overview.



<u>R&R Forecast Model – Condition Assessment, Risk Profile, and Model Inputs</u>. A condition assessment was completed for mechanical and electrical equipment at Salmon Creek WWTP and both regional pump stations. Consequence of failure scores were updated for each process area within the plant and pump stations. Likelihood of failure was developed based on results from condition assessment on an asset-by-asset basis</u>. From this information, a risk profile was created by process area for the Salmon Creek WWTP and both regional pump stations. The risk profile was utilized, along with the R&R model results, to drive selection of projects to be used in the prioritization process.

The R&R forecast model included inputs by individual assets for condition score, lifecycle, replacement cost, preventative and corrective maintenance, and major repair intervals and costs. These inputs were developed in a collaborative process with staff based on observed maintenance, recent itemized construction costs, and industry-standard assumptions for costs and lifespan, such as RSMeans and American Water Works Association Benchmark data. Replacement and renewal intervals were identified within the 20-year planning window for major individual assets, combinations of assets by process areas, and for each facility. An estimated range of R&R costs was used to forecast the overall funding demand, with specific project alignment identified for the first ten years.

In addition to the detailed condition assessments listed above, the following assets were reviewed for potential R&R project needs:

- Buildings and building systems at treatment plants and pump stations
- Ridgefield WWTP (maintenance data and visual observation)
- Lower Salmon Creek Interceptor (CCTV inspection)
- Upper Salmon Creek Interceptor (CCTV inspection)
- Klineline Interceptor (CCTV inspection)
- 117th Street Pump Station Force Main (maintenance data & visual observation)
- 36th Avenue Pump Station Force Mains (maintenance data & visual observation)
- Regional Biofilter (visual observation)

The next Capital Plan update (anticipated for 2026) will incorporate detailed condition data for the Ridgefield WWTP, the two force main systems, and the Regional Biofilter, as well as continue to build on the database of assets at the two pumping stations and Salmon Creek WWTP (currently at approximately 950 assets and expected to expand to as much as 1,500 assets). The Alliance also plans

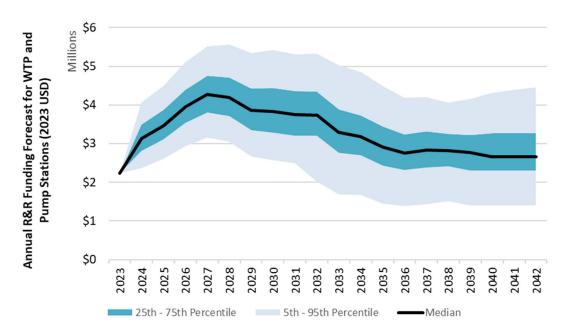


to execute more assessments of the Salmon Creek WWTP transformers and power supply systems (every four years).

Forecasted R&R Funding Demand. Variability and uncertainty are inherent in the assumptions necessary to forecast R&R funding needs. Probability was integrated using a probabilistic model, also known as a Monte Carlo simulation technique, which results in a likely range of funding needs rather than a single fixed estimate. Assets may last longer or shorter than the assumed useful life, and asset replacement costs may vary. This methodology provides the ability to incorporate uncertainty into the R&R funding demand forecast, as well as understand the variability in the potential future funding demands.

Figure 2.2 below shows the projected annual R&R funding demand as a median (represented by the black line) and a probabilistic range for the 25th to 75th percentile (dark blue) and 5th to 95th percentile (light blue). The probabilistic ranges result in a distribution that represents the likely value and amount of uncertainty in the future funding demand. The range of uncertainty increases over time, indicating more variability in future years. A sensitivity analysis was also performed to verify the model inputs and test the range of uncertainty.





The R&R forecast model estimates cumulative funding demand needed for the Salmon Creek WWTP and the pump stations of approximately \$3.5 million per year for the first ten years and \$2.9 million per year between 2033 and 2042. Salmon Creek WWTP implemented several plant upgrades in the previous 20 years; the increased funding demand predicted in the first ten years of the forecast aligns with the typical mechanical and electrical asset life cycle ranges of 10-20 years. This is the first version of the model based on known data. As the database of assets and condition data grows, the analysis



will become more accurate and reliable over time, resulting in either an increased or decreased funding demand or a reduction in uncertainty.

Capital R&R Prioritization Tool Overview. The results of the R&R Forecast Model were used to identify and bundle asset replacement recommendations into project recommendations, with the greatest emphasis in the first ten years. Projects were identified based on the risk profile of assets in the Forecast Model as described above. The resulting projects, as well as previously identified projects, were prioritized using the Capital R&R Project Prioritization Tool.

The Alliance enhanced its previous approaches and tools to prioritize future projects using a new Capital R&R Project Prioritization Tool. A 'decision analysis' approach to project prioritization was used to objectively evaluate eleven R&R capital projects against nine identified decision criteria aligned with the Alliance's core public values. For each decision criterion, performance measures were developed to assess a project's contribution to meeting the identified decision criteria.

The Alliance developed and tested the decision criteria and performance measures for this new prioritization framework, focusing on a set of R&R projects for the initial application of the framework. Table 2.3, on the following page, displays the nine decision criteria identified and the relative weight assigned to these criteria through the verification process described in more detail below.

Prioritization Approach. The Capital R&R Project Prioritization Tool used a Multi-Objective Decision Analysis (MODA) approach to determine priorities for the R&R Program. MODA is a quantitative technique for making decisions that involve multiple financial, environmental, and social objectives. It is used as the basis for project prioritization in many industries. MODA-based prioritization proceeds through a series of defined steps as follows:

- 1. Frame the evaluation, including boundaries, goal/purpose, critical success factors, stakeholders, and issues/concerns.
- 2. Establish prioritization criteria.
- 3. Identify and define projects under consideration.
- 4. Develop performance measures and measurement scales that define how well each project meets each criterion.
- 5. Establish relative value weights that quantify the relative importance of each criterion in this context.
- 6. Score each alternative for each objective, normalize the scores, and calculate value scores for each alternative.
- 7. Explore trade-offs, any categorization of results, sensitivity analysis, and establish a ranked list of projects.





After prioritization, optimize to develop a Capital Program that considers factors such as budget scenarios, project timing, and dependencies, and then finalize.

Prioritization Criteria and Weights. The Alliance established the following prioritization criteria, definitions, and weights based on the Core Public Values, as shown in Table 2.3.

Evaluation Criteria and Sub-Criteria	Weight	Description
Safety and Security		
Employee safety	19	The extent to which a project improves or addresses health, safety, and security issues associated with the employees of the Operator of the Regional Asset. Improves/reduces required confined space entry, exposure to rotating equipment, gases, chemicals, electrical generating systems, exposure to open water, falls, or other known risks.
Public Health and Safety	15	The extent to which a project improves or addresses health, safety, and security issues affecting the public and customers of the Alliance and its Members. Improves water quality excursions, biosolids quality excursions, chemical usage, or other known public health and safety risks.
Comply with Regulation and Alliance	Commitme	nts
Ability to meet current and future regulatory requirements	12	The extent to which a project addresses requirements in current and future legal or regulatory commitments.
Maintains or enhances service reliability or resiliency	11	The extent to which a project improves equipment downtime, automating manual tasks, or other similar improvements that improve reliability or resiliency.
Addresses obsolete or failed assets	11	The extent to which a project addresses equipment obsolescence or failed assets, restores function of systems or subsystems, or replaces equipment currently beyond expected life.
Promotes Efficiency		
Optimize use of existing facilities or extend useful life of assets	8	The extent to which a project extends useful life of an asset or increases the efficiency or utility of an asset or facility.
Use of new technologies to achieve system efficiencies	8	The extent to which a project incorporates new technologies that have demonstrated system efficiencies.
Operations efficiency	8	The extent to which a project improves operational efficiency, reducing staff time or resource needs (i.e., chemical, energy, etc.).
Financial	8	The extent to which the project leverages outside funding (grants or loans) or has a demonstrated return on investment.

Table 2.3 – Summary of Decision Criteria and Weightings

Prioritization Results. Based on the decision criteria, criteria weights, and performance measure scorings, the prioritization model produced the total benefit scores for all projects, as shown in Table 2.4. These results are arranged in the order of highest to lowest total benefit score.



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Rank	Project Name	Total Benefit Score (out of 100)
CO	SCTP Primary Clarifier Mechanism Replacements	Carryover
CO	SCTP Primary Sludge Pump Replacement	Carryover
1	SCTP Dewatering Equipment Replacement	75.6
2	117th Street Pump Station Controls Replacement	74.6
3	SCTP UV System Replacement	63.2
4	SCTP Influent Flow Meter Replacements	57.8
5	SCTP Aeration Equipment Replacement	54.6
6	SCTP Well House Rehabilitation	51.2
7	SCTP Thickening Equipment Replacement	50.6
8	SCTP Waste Gas Burner Replacement	48.6
9	SCTP Influent Screen Replacement	44.0
10	36th Ave Pump Station VFD Replacement	43.8
11	SCTP Secondary Clarifier Rehabilitation	33.8
Р	Building Systems R&R Program	Program
Р	Annual R&R Allowance	Program

Project Programming. The programming effort starts with listing projects according to priority, then factoring in other considerations such as available funding, corresponding capital projects, staff workload, and specific project design and permitting schedules. The Standing Committees review and endorse the program prior to presentation to the Alliance Board of Directors.

A total of 11 R&R projects were prioritized through the Capital R&R Prioritization Tool for inclusion in the Capital Plan, of which seven are newly identified scopes of work, and the remaining projects were previously identified with updated scoring.

The Building Systems R&R Program is based on a detailed condition assessment of the buildings (not the process equipment). The assessment demonstrated an approximate \$1 million per year need over the next 20 years to properly maintain building systems, including roofing, paint, doors, HVAC, flooring, fixtures, furniture, electrical systems, and other replacements that are required now and into the future to maintain the buildings in good working condition.

The projects and funding Member cost responsibility are summarized in Table 2.5. Appendix A includes a Project Profile for each of these R&R projects, providing a comprehensive overview and describing the overall capital investments necessary to maintain the existing Regional Assets in good working order.

As noted previously, the proposed plan does not evaluate every asset or piece of equipment in the system. To account for those undefined needs and provide as complete as possible 20-year Capital Plan, the program includes an Annual R&R Allowance as depicted in Table 2.10.

All projects related to existing Regional Assets will be carried forward into the Capital Budget to determine appropriate funding mechanisms and the resulting Regional Service Charges.



Table 2.5 – Existing Regional Assets – Funding Member Cost Responsibility (all costs in 2024 dollars)

	R&R Project Name	PROJECT COST	Battle Ground Percentage Share	Clark Regional Percentage Share	Battle Ground Cost Allocation	Clark Regional Cost Allocation
8	SCTP Primary Clarifier Mechanism Replacements	\$ 700,000		76.8%	\$ 200,000	\$ 500,000
00	SCTP Primary Sludge Pump Replacement	\$ 2,200,000	23.2%	76.8%	\$ 500,000	\$ 1,700,000
H	SCTP Dewatering Equipment Replacement	\$ 6,700,000	23.2%	76.8%	\$ 1,600,000	\$ 5,100,000
2	117th Street Pump Station Controls Replacement	\$ 850,000	24.8%	75.2%	\$ 200,000	\$ 650,000
e	SCTP UV System Replacement	\$ 5,500,000	22.6%	77.4%	\$ 1,200,000	\$ 4,300,000
4	SCTP Influent Flow Meter Replacements	\$ 500,000	22.6%	77.4%	\$ 100,000	\$ 400,000
ъ	SCTP Aeration Equipment Replacement	\$ 2,700,000	22.6%	77.4%	\$ 600,000	\$ 2,100,000
9	SCTP Well House Rehabilitation	\$ 3,100,000	22.6%	77.4%	\$ 700,000	\$ 2,400,000
7	SCTP Thickening Equipment Replacement	\$ 3,600,000	22.6%	77.4%	\$ 800,000	\$ 2,800,000
∞	SCTP Waste Gas Burner Replacement	\$ 3,000,000	21.5%	78.5%	\$ 600,000	\$ 2,400,000
6	SCTP Influent Screen Replacement (Phase 6)	\$ 1,000,000	22.6%	77.4%	\$ 200,000	\$ 800,000
10	36th Ave Pump Station VFD Replacement	\$ 350,000	24.8%	75.2%	\$ 100,000	\$ 250,000
11	SCTP Secondary Clarifier Rehabilitation	\$ 2,000,000	22.6%	77.4%	\$ 450,000	\$ 1,550,000
٩	Building System R&R Program	\$ 19,878,000	23.2%	76.8%	\$ 4,612,000	\$ 15,266,000
٩	Annual R&R Allowance	\$ 41,316,000	23.2%	76.8%	\$ 9,585,000	\$ 31,731,000
	R&R PROGRAM TOTALS	\$ 93,394,000			\$ 21,447,000	\$ 71,947,000

CO = Carryover Project P = Program



2.4 New Regional Assets – Capital Improvement Program

This section of the Capital Plan presents the infrastructure investments needed to address system capacity, new regulatory obligations, or new level-of-service commitments over time.

Regional Asset Capacity Assessment – General. The initial planning basis for individual projects has been established in the Member agency planning documents listed in Section 2.2. The timelines associated with the project recommendations in the planning documents have been updated in the Capital Plan to align with actual development trends and forecast growth based on the best available economic information. A summary of the growth and capacity management approach is as follows:

- Collection System Response. Rainfall patterns and the resulting flows in the wastewater collection system are reviewed to determine the appropriate basis of forecast. Ecology assigns treatment capacity on a maximum monthly flow basis or the average flow over a month during a sustained wet weather period. The Capital Plan uses the collection system response from December 2015 as the highest maximum monthly flow response in recent record. These flows are indexed to the size of the collection system at the time of the storm response in terms of flow per equivalent residential unit (ERU) for each of the service areas.
- *Historical Growth Trends*. The Alliance capacity management model is updated to reflect actual development trends since the last Capital Plan update. For this update, the development patterns in 2022 (1,777 ERUs) and 2023 (1,786 ERUs) were above the longer-term growth trend for the region (approximately 1,350 ERUs/year). Stated another way, the Alliance experienced the equivalent of 2.6 years of average growth over the last two-year period. This update provides a new baseline schedule for future projections.
- *Basis of Growth Projections*. The managers of the wastewater collection systems for Battle Ground and the District are consulted, and an updated forecast for years 0 to 5 is obtained from the Member agencies delivering flow into the Regional Assets. For years 6 to 20, a projected growth value near the long-term average is used. These long-term average values are normalized to reflect both recessionary periods and periods with above-trend economic growth.
- Updated Capital Project Timing. The capital project timing is then adjusted to align with the updated growth projections with just-in-time delivery planned for projects in the first ten years of the planning period. The timing update includes a one-year contingency period where the completion of construction activities is set to be completed in the year before capacity limits are reached in the respective Regional Assets for projects in the second half of the planning period.
- Comprehensive Growth Management Plan "Periodic Update". This plan includes all known capital project investments needed through 2045, consistent with the 20-year "periodic update" planning process.



• Shared Capacity Approach. The project timelines depicted in the Capital Plan are derived from an assessment of total asset capacity rather than the Allocated Capacity owned by a single Alliance Member. This approach effectively assumes that Members will work cooperatively together to share or lease capacity to maximize the use of a Regional Asset and defer future capital investments to the extent possible, in line with the Alliance's Core Value to Optimize use of existing facilities.

Regional Asset Capacity Assessment – Salmon Creek Treatment Plant. To illustrate the updated capacity analysis, information is provided herein for the Salmon Creek Treatment Plant (SCTP). The SCTP is the primary Regional Asset in terms of overall size, complexity, and historical cost. In addition, it represents the limiting capacity element in the Alliance-owned Regional Assets.

The Department of Ecology (Ecology) requires the Alliance to submit a plan and schedule maintaining adequate capacity in the treatment facilities when one of the following two conditions is met:

- actual flow or actual wasteload reaches 85% of the rated capacity of the facility for three consecutive months; or
- projected flow or projected wasteload will reach the design capacity of the facility within five years

SCTP capacity has been assessed relative to these criteria for both flow and wasteload, and the results are summarized herein.

Flow:

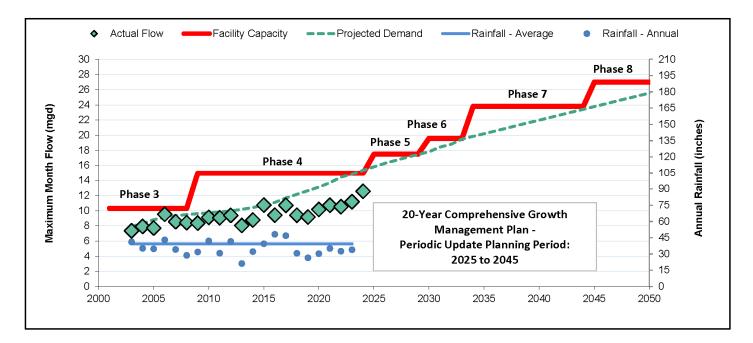
In terms of the flow-based assessment, SCTP influent flow is presented in Figure 2.3. As noted above, flow at a regional treatment plant is influenced by multiple factors such as (1) overall growth in the system, (2) general rainfall patterns that contribute extraneous flows to the plant, termed infiltration and inflow (I/I), and (3) changes in the water use patterns over time in the population represented by the service area.

Taking these factors into consideration, this assessment indicates that capacity in the system must be increased by approximately 2024 or 2025. The "Projected Demand" curve is based on the updated Alliance capacity management model described above. The Figure also indicates that Phase 6, 7 and 8 expansions are needed within the 20-year planning period through 2045.



2024 Capital Plan





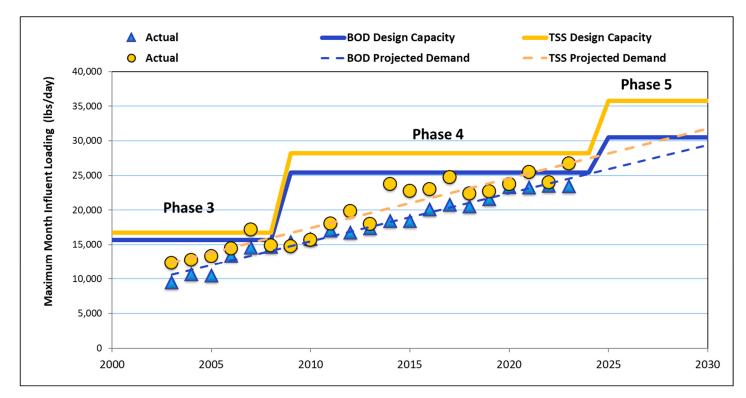
Wasteload:

In terms of wasteload assessment, SCTP influent wasteload is presented in Figure 2.4. Wasteload is presented for two parameters used by Ecology to track plant capacity: (1) total suspended solids (TSS) and (2) biochemical oxygen demand (BOD). TSS is a measure of particulate solids in wastewater. BOD is a measure of the wastewater strength based on how biological activity responds to the "food" sources in the wastewater. Considering these factors, this assessment indicates capacity in the system also needs to be increased by 2024 or 2025 for both TSS and BOD.



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The results of the SCTP capacity assessment are summarized as follows:

Table 2.6 – Summary of Salmon Creek Treatment Plant Capacity Assessments

Parameter	Flow (mgd, MMF)	TSS (ppd, maximum month)	BOD (ppd, maximum month)
Design Capacity	14.95	28,200	25,400
Year Design Capacity Reached (projected)	2024/2025	2024/2025	2024/2025
Ecology Approval of Plans for Maintaining Capacity			
 Phase 5A Project (Outfall/Effluent Pipeline) 	Engineering Report Approved February 2019		
 Phase 5B Project (SCTP Improvements) 	Engineering Report Approved July 2021		

As Table 2.6 indicates, the plans for maintaining adequate capacity for the SCTP have been approved by Ecology. The focus is now on delivering these projects to meet the capacity needs of the Alliance. Both projects listed above are in the construction phase and are scheduled to be completed by 2025.



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This 20-year Capital Plan also includes a project to provide an updated General Sewer Plan to appropriately plan for and meet the long-term regional wastewater program needs of the Alliance. The capacity management approach will be evaluated in additional detail within this planning document to confirm the project scope, cost, and timing for future investments in the Regional Assets.

The projects and funding Member cost responsibility are summarized in Table 2.7. The individual capital projects are profiled in detail in Appendix B. No new projects were identified for the 2024 Capital Plan.

All capital projects currently represented will be carried forward into the Capital Budget to determine appropriate project funding mechanisms and the resulting Regional Service Charges to the Alliance Members.



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Table 2.7 – New Regional Assets – Funding Member Cost Responsibility (all costs in 2024 dollars)

CIP Project Name	PROJECT COST	Battle Ground Percentage Share	Clark Regional Percentage Share	Battle Ground Cost Allocation	Clark Regional Cost Allocation
1 117th Street Pump Station Capacity Upgrade	\$ 15,100,000	23.4%	76.6%	\$ 3,500,000	\$ 11,600,000
2 SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion	\$ 37,000,000	25.9%	74.1%	\$ 9,600,000	\$ 27,400,000
3 SCTP Phase 5B (Treatment Plant) Expansion	\$ 34,600,000	19.2%	80.8%	\$ 6,600,000	\$ 28,000,000
4 SCTP Chemically Enhanced Primary Treatment Pilot Project	\$ 500,000	0.0%	100.0%	\$ 0	\$ 500,000
5 SCTP Phase 6 Expansion	\$ 49,600,000	11.9%	88.1%	\$ 5,900,000	\$ 43,700,000
6 SCTP Class A Biosolids Upgrade	\$ 16,500,000	21.5%	78.5%	\$ 3,500,000	\$ 13,000,000
7 SCTP Phase 7 Expansion	\$ 48,100,000	20.7%	79.3%	\$ 10,000,000	\$ 38,100,000
8 SCTP Phase 8 Expansion	\$ 19,700,000	20.6%	79.4%	\$ 4,100,000	\$ 15,600,000
9 RTP Secondary Treatment Process Improvements	\$ 1,100,000	0%	100%	\$ 0	\$ 1,100,000
10 RTP Decommissioning	\$ 5,100,000	0%	100%	\$ 0	\$ 5,100,000
11 BGFM Parallel Force Main	\$ 47,200,000	100%	%0	\$ 47,200,000	\$ 0
12a General Sewer Plan/Phase 6 Engineering Report	\$ 2,200,000	21.8%	78.2%	\$ 500,000	\$ 1,700,000
12b General Sewer Plan/50 Year Vision	\$ 2,200,000	21.3%	78.7%	\$ 500,000	\$ 1,700,000
CIP PROGRAM TOTALS \$	\$ 278,900,000			\$ 91,400,000	\$ 187,500,000

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2.5 Change in Allocated Capacity

Allocated Capacity may be changed among Members through a Capital Plan (IFA, Section IV). Allocated Capacity is a critical parameter for Alliance Members because it is the fundamental basis upon which Alliance costs are determined for individual Alliance Members.

Both the Phase 5A and Phase 5B projects are currently planned to be completed in the following year. Pending completion of construction, the Allocated Capacity will be updated as follows through adoption of a future Capital Plan:

Table 2.8 – Future Change in Allocated Capacity

Basis of Allocated Capacity Change	Battle Ground	Clark Regional Wastewater District	Total
Phase 5A Project (Outfall/Effluent Pipeline)	10.10 MGD	28.08 MGD	38.18 MGD
Phase 5B Project (SCTP Improvements)	3.96 MGD	13.54 MGD	17.50 MGD

A brief description of each Regional Asset and the current Capacity Allocation is shown in Table 2.9 on the following page.



2024 Capital Plan

Table 2.9 – Regional Assets and Current Capacity Allocations

System Name	No.	Regional Asset Name	Regional Asset Description	(1	apacity All MGD, MMI Allocated	F)
Nume				BG	CRWWD	Total
		Interceptor System		10.10	28.08	38.18
	1	Salmon Creek Interceptor	4.6 mile long gravity pipeline located on the south side of the Salmon Creek drainage. The interceptor collects and conveys wastewater from partner agencies to regional pump stations. The pipeline was constructed in segments from the mid to late 1970's (21-42-inch diameter pipe routed from Betts Bridge to 36 Ave).			
	2	Klineline Interceptor	1.8 mile long gravity pipeline located parallel to the Salmon Creek Interceptor. The pipeline was constructed in segments from 2002 to 2006 (48-inch diameter pipe routed from Salmon Creek Ave & NE 127 St to 117 St PS).			
Salmon Creek Wastewater Management System (SCWMS)	2A	Regional Biofilter - Klineline Interceptor	Regional biofilter providing odor and control corrosion associated with the combined discharges of the St. John's Interceptor and Battle Ground Force Main. The biofilter utilized a two-cell engineered media configuration to treat the air phase odors prior to discharge. The facility capacity is expressed in CFM because the system is treating air flows rather than wastewater flows.	1780*	1620*	3400*
men		Pump Station (PS) System		4.47	13.57	18.04
vater Manage	3	36 Avenue PS	Raw sewage PS located at 14014 NW 36 Ave in Vancouver, WA. The station pumps wastewater from the Salmon Creek interceptor to SCTP. The pump station was constructed in mid 1970's and remodeled in 1994 and 2005.			
eek Wastev	4	117 Street PS (aka Klineline PS)	Raw sewage PS located at 1110 NE 117 St in Vancouver, WA. The station pumps wastewater from Salmon Creek and Klineline interceptors to SCTP. The pump station was constructed in 2008.			
on Cr		Force Mains (FM) System		6.30	20.06	26.36
Salmo	5	36 Avenue PS FM	24-inch diameter FM routed from 36 Ave PS to SCTP. The FM runs approximately 1.4 miles along the south side of the Salmon Creek and discharges to SCTP. The pipeline was constructed in mid 1970's.			
	6	117 Street PS FM	Dual 30-inch diameter FMs routed from 117 St PS to SCTP. The FM runs approximately 4.9 miles along public rights-of-way to the SCTP. The pipeline was constructed in segments from 2004 to 2008.			
		Salmon Creek Treatment Plant (SCTP) & Outfall		3.47	11.48	14.95
	7		Secondary treatment plant originally constructed in the mid 1970s, with four major expansion phases. The plant is located at 15100 NW McCann Rd, in Vancouver, WA. The plant outfall is a 30-inch diameter pipeline routed west of the plant 1.3 miles, terminating in the Columbia River between mile 95 and 96.			
σ±		Ridgefield Treatment Plant (RTP) & Outfall		0.00	0.70	0.70
Ridgefield Treatment System	8		Secondary treatment plant originally constructed in 1959 with several upgrades since then. The plant is located on West Cook St in Ridgefield, WA. The plant outfall is an 8-inch diameter pipeline routed west of the plant 0.2 miles, terminating in Lake River.			
h ri		Battle Ground FM		3.44	0.96	4.40
Battle Ground Force Main System	9	(Including odor control system for FM)	9 mile long 16-inch diameter FM with bioxide chemical injection facility routed southwesterly from Battle Ground PS to Klineline interceptor at Salmon Creek Ave. The pipeline was constructed in 1993.			

 st Values are in CFM (air flow rate in cubic feet per minute) for this Regional Asset



2024 Capital Plan

2.6 Capital Plan Summary – Project Funding

The two-, six- and 20-year capital projects related to existing Regional Assets and new capacity infrastructure will be carried forward into the Capital Budget to determine appropriate funding mechanisms and the resulting Regional Service Charges to the Alliance Members.

Tables 2.10 and 2.11, found on the following pages, present cash flow summaries for the capital investments necessary to maintain the existing Regional Assets in good working order (R&R projects) and to construct new Regional Assets over time (CIP projects) to adequately meet capacity demand, anticipated regulatory requirements, and community-appropriate levels of service.

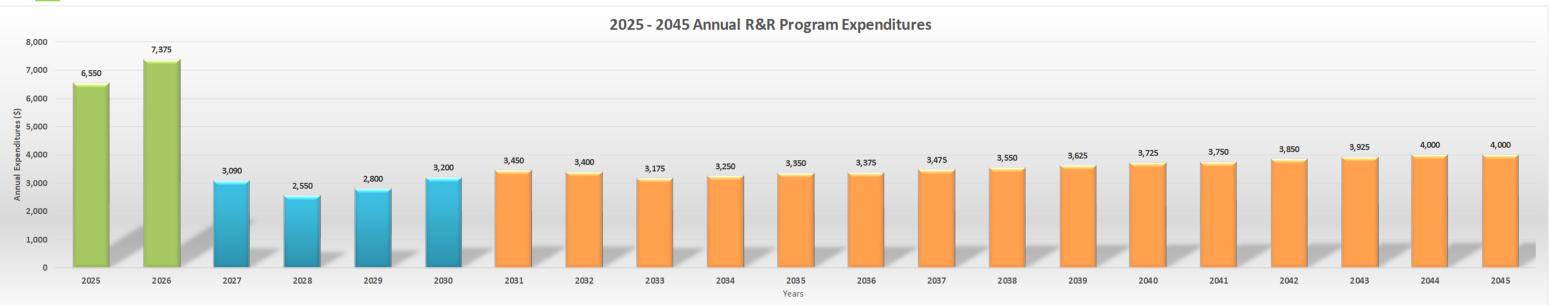


Table 2.10 – Project Funding – Repair and Replacement Program (all costs are in 2024 dollars & shown in \$1,000's)

	Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
		Actual																							21-Year	1
		Through	2024																						Period	Project
	Project Name	2023	Estimate	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	Total	Total
Even	and its sea																									1
	enditures																									1
	R Projects	200	300	70	50																				120	700
co		280			50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	
co		295 220	705 655	1,200 2,500	- 3,325	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200 5,825	2,200 6,700
1	SCTP Dewatering Equipment Replacement	220	25	-	3,323	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		850
2	117th Street Pump Station Controls Replacement	-	23 700	825 200	- 2,325	- 2,265	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	825	
3	SCTP UV System Replacement	10				2,205	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,790	5,500
4	SCTP Influent Flow Meter Replacements	-	-	100	400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500	500
5	SCTP Aeration Equipment Replacement	-	-	100	200	1,400	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,700	2,700
6	SCTP Well House Rehabilitation	-	-	-	-	200	200	2,000	700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,100	3,100
7	SCTP Thickening Equipment Replacement	-	-	150	100	-	-	100	2,000	1,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,600	3,600
8	SCTP Waste Gas Burner Replacement	-	100	200	-	-	-	-	100	1,500	1,100	-	-	-	-	-	-	-	-	-	-	-	-	-	2,900	3,000
9	SCTP Influent Screen Replacement (Phase 6)	-	-	-	50	100	300	500	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
10	36th Ave Pump Station VFD Replacement	-	-	-	-	-	100	250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	350	350
11	SCTP Secondary Clarifier Rehabilitation	-	-	100	400	-	-	50	450	-	-	-	-	50	450	-	-	-	50	450	-	-	-	-	2,000	2,000
Р	Building Systems R&R Program	278	1,400	1,800	700	200	500	500	500	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	18,200	19,878
Р	Annual R&R Allowance	11	155	150	150	150	150	150	150	150	1,600	2,500	2,500	2,650	2,250	2,900	2,900	3,100	3,050	2,850	3,300	3,500	3,500	3,500	41,150	41,316
Tot	al Annual R&R Projects Expenditures	1,094	4,040	7,395	7,700	4,315	2,250	3,550	3,950	3,400	3,200	3,500	3,500	3,700	3,700	3,900	3,900	4,100	4,100	4,300	4,300	4,500	4,500	4,500	88,260	93,394

New Project
CO Carryover Project (Project Already Under Construction)

P Program



Discovery Clean Water Alliance

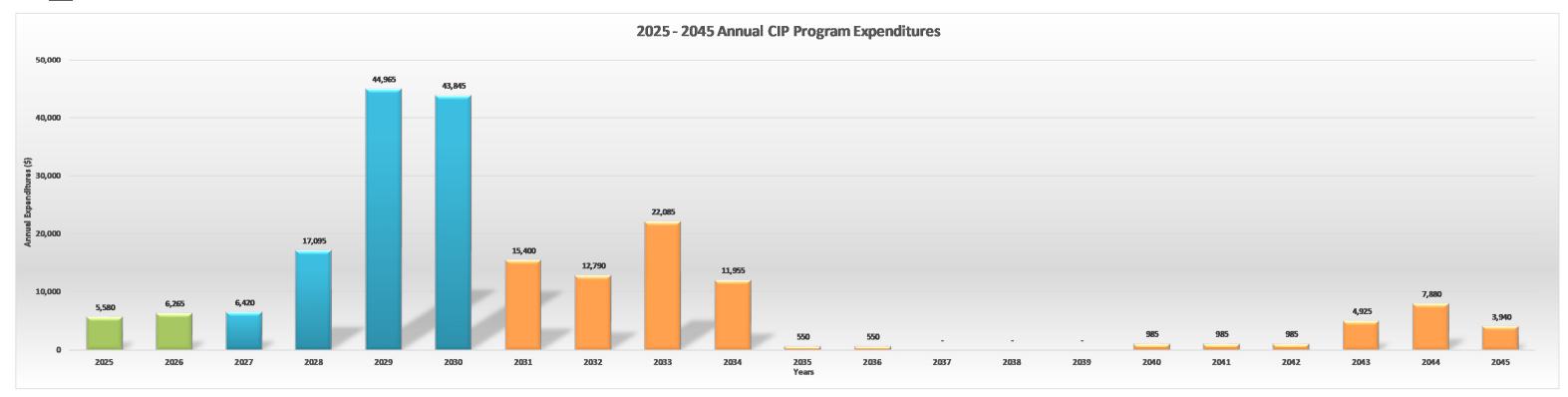




Table 2.11 – Project Funding – Capital Improvement Program (all costs are in 2024 dollars & shown in \$1,000's)

Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
	Actual																							21-Year	
	Through	2024																						Period	Project
Project Name	2023	Estimate	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	Total	Total
Expenditures																									
CIP Projects																									
117th Street Pump Station Capacity Upgrade	-	-	-	-	755	1,510	6,795	6,040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,100	15,100
SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion	29,000	7,900	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	37,000
SCTP Phase 5B (Treatment Plant) Expansion	24,100	9,000	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	34,600
SCTP Chemically Enhanced Primary Treatment Pilot Project	73	427	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500
SCTP Phase 6 Expansion	-	-	2,480	2,480	2,480	12,400	19,840	9,920	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,600	49,600
SCTP Class A Biosolids Upgrade	-	-	-	825	825	825	4,125	6,600	3,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,500	16,500
SCTP Phase 7 Expansion	-	-	-	-	-	-	2,405	2,405	2,405	12,025	19,240	9,620	-	-	-	-	-	-	-	-	-	-	-	48,100	48,100
SCTP Phase 8 Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	985	985	985	4,925	7,880	3,940	19,700	19,700
RTP Secondary Treatment Process Improvements	31	769	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300	1,100
RTP Decommissioning	-	-	-	-	-	-	-	-	255	765	2,295	1,785	-	-	-	-	-	-	-	-	-	-	-	5,100	5,100
BGFM Parallel Force Main	-	-	-	2,360	2,360	2,360	11,800	18,880	9,440	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,200	47,200
Alliance General Sewer Plan/Phase 6 Engineering Report	-	400	1,200	600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,800	2,200
Alliance General Sewer Plan/50 Year Vision	-	-	-	-	-	-	-	-	-	-	550	550	550	550	-	-	-	-	-	-	-	-	-	2,200	2,200
Total Annual CIP Projects Expenditures	53,204	19 /06	5,580	6,265	6 420	17.005	44,965	43,845	15,400	12,790	22,085	11,955	550	550				985	985	985	4,925	7,880	3,940	207,200	278,900
Total Annual GP Projects Expenditures	53,204	18,496	5,580	0,205	6,420	17,095	44,965	45,845	15,400	12,790	22,085	11,955	550	550	-	-	-	985	985	985	4,925	7,880	5,940	207,200	278,900

0 New Projects Identified for 2024 Capital Plan



Discovery Clean Water Alliance





2024 Capital Plan

APPENDIX A

EXISTING REGIONAL ASSETS

REPAIR AND REPLACEMENT PROGRAM PROJECT PROFILES



Project Name: <u>SCTP Primary Clarifier Mechanism Replacements</u> Project Number: <u>RA07-23-2</u> Prioritization Score: <u>Carryover</u>

Form Prepared/Updated: February 2024

Project Type: Existing Asset – Repair

Existing Asset – Replacement 🛛

New Asset – Capacity □

CO

New Asset – Regulatory □

New Asset – Level of Service \Box

Project Definition:

<u>Objective.</u> This project replaces the Salmon Creek Treatment Plant (SCTP) primary clarifier mechanisms for each of the four SCTP Primary Clarifiers.

<u>Scope of Work.</u> An assessment of Primary Clarifiers 2 and 3, performed by Polychem Solutions, identified significant wear of existing SCTP Primary Clarifier mechanisms. Mechanisms for Primary Clarifiers 1 and 4 are in similar condition. This project will replace the existing mechanisms in all four existing Primary Clarifiers and add monitoring needed to ensure proper operation.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 4 allocated capacity of 3.47 mgd (23.2%) for Battle Ground and 11.48 mgd (76.8%) for the District. Work completed after 2025 is assumed to utilize the Phase 5 Capacity Allocation for SCTP.

For additional information related to this project, please refer to Salmon Creek, WA WWTP Polychem Solutions Inspection Report, Polychem Solutions, February 2021.

Photos (if available):



SCTP Primary Clarifiers

Budget Information:

Project Cost Estimate		
Total Project Cost:	\$700,000	
Basis of Estimate -		
Year Completed:	2023	
Project Definition:	Class 1	
Project Cost Allocation		
Battle Ground:	23.2%	\$200,000
District:	76.8%	\$500,000

Tooth Wear on Existing NCS-720S Idler Sprockets

Schedule Information:

<u>Activity</u>	Year
Planning	2022
Permitting	NA
Real Property/ROW	NA
Design	2023
Bid	2023
Construction	2023-2026

Project Name: <u>SCTP Primary Sludge Pump Replacement</u> Project Number: <u>RA07-24-1</u> Project Priority Score: <u>Carryover</u> Form Prepared/Updated: <u>February 2022</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

CO

Project Definition:

<u>Objective.</u> This project will increase the overall performance of sludge processing while reducing operating and maintenance costs by replacing the primary sludge pumps with a more efficient pump type.

<u>Scope of Work.</u> The existing Salmon Creek Treatment Plant (SCTP) primary sludge diaphragm pumps are air powered and inefficient. This project will replace the existing eight primary sludge pumps and associated air compressors, installed in 1998 as part of the Phase 3 Expansion, with eight rotary lobe pumps with variable frequency drives (VFDs). The existing 60-hp screw compressors will also be replaced with a new, smaller reciprocating compressor. In addition to the pump replacement, new flow meters and Total Suspended Solids (TSS) probes will be installed and the existing air dryers that serve the diaphragm pumps will be replaced with new, smaller air dryers. This project qualifies for an incentive of \$67,601 from Clark Public Utilities and Bonneville Power Administration.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 4 allocated capacity of 3.47 mgd (23.2%) for Battle Ground, and 11.48 mgd (76.8%) for the District. For additional information related to this project, please refer to *Project Assessment Report – Salmon Creek WWTP – New Aeration Diffusers and Sludge Pumps, EMP2 Inc., January 2018*.

Photos (if available):



Existing Diaphragm Style Pump

Example Rotary Lobe Style Pump

Budget Information: Schedule Information: Project Cost Estimate Activity Year \$2,200,000 2022 **Total Project Cost:** Planning Basis of Estimate -Permitting NA Year Completed: 2024 Real Property/ROW NA 2023-2024 Project Definition: Class 1 Design Bid 2024 **Project Cost Allocation** Construction 2024-2025 Battle Ground: 23.2% \$500,000 District: 76.8% \$1,700,000

Project Name: <u>SCTP Dewatering Equipment Replacement</u>

Project Number: RA07-25-1

Prioritization Score: 75.6 Form Prepared/Updated: May 2024

Project Definition:

Objective. This project will improve the biosolids dewatering performance and improve dewatering system reliability by replacing existing belt filter presses with screw presses at the Salmon Creek Treatment Plant (SCTP). Based on pilot and bench testing, the dewatering performance is anticipated to increase from 13% solids currently to approximately 18% solids.

Scope of Work. This project will replace two belt filter presses with screw presses of similar capacity. The current belt filter presses are nearly 30 years old and at the end of their useful life.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 4 allocated capacity of 3.47 mgd (23.2%) for Battle Ground and 11.48 mgd (76.8%) for the District. For additional information related to this project, see the Salmon Creek Treatment Plant Dewatering Equipment Replacement Project Engineering Report, Brown & Caldwell, April 2024.

Safety and Security. No major changes to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments</u>. This project will significantly enhance service reliability and support the ability to meet current and future regulatory requirements.

Promotes Efficiency. This project will reduce biosolids hauling costs, corrective maintenance costs, and filtrate pumping and treatment costs.

Photos	(if	available):

New Screw Press

Schedule Information:

Real Property/ROW

Planning Permitting

Design

Construction

Bid

Activity

Existing SCTP Belt Filter Press

Budget Information:

uuget mormation.		
Project Cost Estimate		
Total Project Cost:	\$6,700,000	
Basis of Estimate -		
Year Completed:	2022	
Project Definition:	Class 4	
Project Cost Allocation		
Battle Ground:	23.2%	\$1,600,000
District:	76.8%	\$5,100,000

Project Type: Existing Asset – Repair Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory \Box New Asset – Level of Service \Box



Year 2022-2024 NA NA 2024 2024-2025 2025-2026

#2

Project Name: <u>117th Street Pump Station Controls Replacement</u> Project Type: Existing Asset – Repair

Project Number: <u>RA04-25-1</u>

Prioritization Score: 74.6

Form Prepared/Updated: May 2024

Existing Asset – Replacement 🛛

New Asset – Capacity □

New Asset – Regulatory □

New Asset – Level of Service \Box

Project Definition:

<u>Objective</u>. This project includes control system modifications to eliminate intermittent control communication issues, replace the obsolete Variable Frequency Drives (VFD), and implement new SCADA software at the pump station.

<u>Scope of Work.</u> Network modifications for remote fiber communications to SCTP, removal of problematic DeviceNet network, replacement of obsolete VFDs, upgrade to Ignition SCADA platform, restoration of access to power monitoring network, and new panel-mounted HMI.

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Pump Station System allocated capacity of 4.47 mgd (24.8%) for Battle Ground and 13.57 mgd (75.2%) for the District.

Safety and Security. No major changes to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments.</u> This project will maintain reliable pump station operation by ensuring that communication logic between pumps and VFD systems operates properly and replacing the obsolete VFDs that are no longer supported by the manufacturer. It will also provide the necessary software versions for communications between the station and central operations.

<u>Promotes Efficiency</u>. Major efficiencies will be gained through the use of new technology. The VFDs will reduce energy costs and staff resources.



Existing 117th St Pump Station VFD Cabinet

Budget Information:			Schedule Information:	
Project Cost Estimate			<u>Activity</u>	<u>Year</u>
Total Project Cost:	\$850,000		Planning	2024
Basis of Estimate -			Permitting	NA
Year Completed:	2024		Real Property/ROW	NA
Project Definition:	Class 5		Design	2024-2025
			Bid	2025
Project Cost Allocation			Construction	2025
Battle Ground:	24.8%	\$200,000		
District:	75.2%	\$650,000		

Existing UV System Expansion During Phase 4

Discovery Clean Water Alliance CAPITAL PROJECT PROFILE

Project Name: <u>SCTP UV System Replacement</u> Project Number: <u>RA07-26-1</u> Prioritization Score: <u>63.2</u> Form Prepared/Updated: <u>May 2024</u>

ated: <u>May 2024</u>

Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Level of Service □

Project Definition:

<u>Objective.</u> The project will improve performance and energy efficiency in the Salmon Creek Treatment Plant (SCTP) Ultraviolet (UV) system by replacing the existing, obsolete Trojan UV4000 system with newer technology.

<u>Scope of Work.</u> Replacement of the current UV disinfection system will further improve environmental quality through a significant reduction in power usage and chemical used for cleaning bulbs. This replacement will save the Alliance an estimated \$15,000 per year in electricity costs, while benefiting the community at large by allowing the treatment plant to operate with less energy, which is supported by the Clark Public Utilities. Due to the age of the current UV disinfection system, the manufacturer is no longer producing replacement parts, so the project is also expected to eliminate timely and costly workarounds for maintenance and repairs.

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District. For additional information related to this project, see the *Salmon Creek Wastewater Management System Repair and Replacement Needs Assessment Update, CH2M HILL, February 11, 2014.*

Safety and Security. There are improvements expected for both employees and public health and safety.

<u>Comply with Regulations and Alliance Commitments.</u> This project will significantly enhance or restore equipment function and address obsolete equipment.

Promotes Efficiency. The use of new technology will significantly improve efficiency.

Existing UV System

#3

Budget Information:

Schedule Information:

<u>Year</u> 2023 2024-2025

NA 2024-2025 2026 2026-2027

<u>Project Cost Estimate</u>			<u>Activity</u>
Total Project Cost:	\$5,500,000		Planning
Basis of Estimate -			Permitting
Year Completed:	2024		Real Property/ROW
Project Definition:	Class 3		Design
			Bid
Project Cost Allocation			Construction
Battle Ground:	22.6%	\$1,200,000	
District:	77.4%	\$4,300,000	

Project Name: <u>SCTP Influent Flow Meter Replacements</u> Project Number: RA07-26-2

Prioritization Score: 57.8

Form Prepared/Updated: May 2024

Project Type: Existing Asset – Repair Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory \Box

New Asset – Level of Service \Box

#4

Project Definition:

Objective. This project replaces the two influent flow meters at the Salmon Creek Treatment Plant (SCTP). The existing flow meters electronics are obsolete and not supported by the manufacturer. Reliability of these meters is critical to the plant operation.

Scope of Work. The project will develop a flow bypass plan and replace the two influent flow meters with similar technology.

Cost Allocation. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District.

Safety and Security. No major changes to safety and security are expected.

Comply with Regulations and Alliance Commitments. This project will significantly enhance service reliability and support the ability to meet current and future regulatory requirements.

Promotes Efficiency. This project will reduce staff maintenance time addressing data integrating issues and avoid process related issues due to data interruptions.



New Influent Flow Meters

Budget Information:		Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year	
Total Project Cost:	\$500,000		Planning	2024	
Basis of Estimate -			Permitting	NA	
Year Completed:	2024		Real Property/ROW	NA	
Project Definition:	Class 5		Design	2025	
			Bid	2026	
Project Cost Allocation			Construction	2026	
Battle Ground:	22.6%	\$100,000			
District:	77.4%	\$400,000			

Project Name: SCTP Aeration Equipment Replacement

Project Number: <u>RA07-27-1</u>

Prioritization Score: 54.6

Form Prepared/Updated: May 2024

Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠

New Asset – Capacity 🗆

#5

New Asset – Regulatory 🗆

New Asset – Level of Service \Box

Project Definition:

<u>Objective</u>. Replace aging positive displacement (PD) blowers for energy efficiency, process control, and reliability and reduce ongoing corrective maintenance.

<u>Scope of Work.</u> This project includes replacing four PD blowers with new blower technology (turbo or similar). It would also add monitoring, including multi-point dissolved oxygen monitoring, and replacing air piping valves and actuators, as necessary.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District.

<u>Safety and Security</u>. No major changes to safety and security are expected. There is a slight improvement in public health and safety.

<u>Comply with Regulations and Alliance Commitments.</u> New blowers will provide operational flexibility not achievable with the existing positive displacement blowers resulting in reduced energy usage. This results in more efficient blower operation and process control. The new blowers will also reduce corrective maintenance costs and staff resources.

<u>Promotes Efficiency.</u> Operational efficiencies will be gained through operational flexibility, reduced resources, and energy needs.

Photos (if available):



Existing Positive Displacement Blower

Example Turbo Blower

Budget Information:	Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$2,700,000		Planning	2025
Basis of Estimate -			Permitting	2026
Year Completed:	2022		Real Property/ROW	NA
Project Definition:	Class 5		Design	2026
			Bid	2027
Project Cost Allocation			Construction	2027-2028
Battle Ground:	22.6%	\$600,000		
District:	77.4%	\$2,100,000		

Project Name: <u>SCTP Well House Rehabilitation</u> Project Number: <u>RA07-29-1</u> Prioritization Score: <u>51.2</u> Form Prepared/Updated: <u>May 2024</u>

Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

#6

Project Definition:

<u>Objective</u>. Rehabilitate well house and extend Clark Public Utilities to and through the Salmon Creek Treatment Plant (SCTP) site.

<u>Scope of Work.</u> Project includes extending a Clark Public Utilities water line to and through the SCTP and replacing the existing pumps, valves, well house controls systems, including tank, compressed air system, local control panel, and electrical. The well house structure and piping is not included in this scope. An initial alternatives analysis will be completed to determine the long-term use of the existing wells.

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District.

Safety and Security. No major changes to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments.</u> This project is anticipated to greatly improve service reliability by replacing aged equipment and electrical systems.

<u>Promotes Efficiency</u>. Efficiencies are expected through the use of new technology and will fully optimize the use of existing facilities.



Existing SCTP Well House

Existing Water Tank and Controls

Budget Information:	Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$3,100,000		Planning	2027
Basis of Estimate -			Permitting	2027-2028
Year Completed:	2024		Real Property/ROW	NA
Project Definition:	Class 5		Design	2027-2028
			Bid	2029
			Construction	2029-2030
Budget Information:				
Project Cost Allocation				
Battle Ground:	22.6%	\$700,000		
District:	77.4%	\$2,400,000		

Project Name: SCTP Thickening Equipment Replacement

Project Number: RA07-30-1

Form Prepared/Updated: May 2024

Prioritization Score: 50.6

Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □

New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective:</u> Replacement of the existing thickening system (two gravity belt thickeners), control panels, PLC integration, and associated pipes and pumping systems. The Gravity Belt Thickeners (GBT), originally installed in Phase 2 and 3 respectively, are operating beyond their 30-year expected useful life.

<u>Scope of Work.</u> This project encompasses the replacement of Gravity Belt Thickeners (GBT) 1 and 2, control panels and PLC integration. The scope of this project will include procurement of new thickening equipment and appurtenances, dismantling and removal of existing GBT, installation of new mechanical, electrical and instrumentation components, and integration with SCADA and PLC controllers.

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District.

Safety and Security. No major changes to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments.</u> This project will enhance service reliability and will address failed or obsolete assets.

<u>Promotes Efficiency</u>. This project is expected to optimize system efficiency and decrease corrective maintenance costs.



Photos (*if available*):

Existing Gravity Belt Thickeners

#7

Budget Information:	Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$3,600,000		Planning	2025
Basis of Estimate -			Permitting	2029
Year Completed:	2024		Real Property/ROW	NA
Project Definition:	Class 5		Design	2025-2026, 2029
			Bid	2030
Project Cost Allocation			Construction	2030-2031
Battle Ground:	22.6%	\$800,000		
District:	77.4%	\$2,800,000		

Project Name: <u>SCTP Waste Gas Burner Replacement</u> Project Number: <u>RA07-31-1</u> Prioritization Score: <u>48.6</u> Form Prepared/Updated: <u>May 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

#8

Project Definition:

<u>Objective</u>. The project will restore redundancy and capacity of the Salmon Creek Treatment Plant (SCTP) waste gas burner system by replacing the existing non-functioning backup waste gas incinerator with a new enclosed waste gas burner.

<u>Scope of Work.</u> The project will demolish the existing Sur-Lite waste gas incinerator and site a newly enclosed waste gas burner that will accommodate future plant expansions. The Sur-Lite incinerator has a capacity ranging from 2,960 to 11,840 standard cubic feet per hour. The unit was intended to provide redundancy to the newer waste gas burner but has not operated in several years. Further, Sur-lite is no longer in business, thus rehabilitation of that unit is not financially or logistically feasible. The new burner will provide redundancy to the existing waste gas burner, allowing for short-term shutdowns and proper maintenance of both systems. The new waste gas burner will be sized to provide redundancy and consider long-term waste gas burner needs.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 6 allocated capacity of 4.21 mgd (21.5%) for Battle Ground and 15.39 mgd (78.5%) for the District.

Safety and Security. Minimal improvements to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments.</u> This project will greatly assist in meeting current and future regulatory requirements and enhance service reliability.

<u>Promotes Efficiency.</u> Provides redundancy and eliminates the need for temporary bypass systems during maintenance operations, promoting efficiency.



Defunct Waste Gas Incinerator (Sur-lite)

Newer Waste Gas Burner (Varec)

Budget Information:	Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$3,000,000		Planning	2024
Basis of Estimate -			Permitting	2030
Year Completed:	2022		Real Property/ROW	NA
Project Definition:	Class 4		Design	2025, 2030
			Bid	2031
Project Cost Allocation			Construction	2031-2032
Battle Ground:	21.5%	\$600,000		
District:	78.5%	\$2,400,000		

Project Name: <u>SCTP Influent Screen Replacement (Phase 6)</u> Project Number: <u>RA07-28-2</u> Prioritization Score: <u>44.0</u>

Form Prepared/Updated: February 2024

Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

#9

Project Definition:

<u>Objective.</u> The project will replace the two existing mechanically cleaned influent screens and compactors to reduce the labor hours required to maintain the operation of the aging screens.

<u>Scope of Work.</u> The project will install two new mechanically cleaned influent screens to replace the existing units, which were installed in 1998 as part of the Salmon Creek Treatment Plant (SCTP) Phase 3 Expansion. The equipment is aging, and a rebuild project was performed in 2017 to extend the life of the equipment until replacement. In addition to the screens, new screening compactors are required. The current schedule is based on coupling the replacement with the addition of a third bar screen, programmed as part of the Phase 6 Expansion program for efficiency and system compatibility.

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District. For additional information related to this project, see the *Salmon Creek Wastewater Treatment Plant Maintenance Assessment, CH2M HILL, March 2016*

Safety and Security. No major changes to safety and security are expected.

<u>Comply with Regulations and Alliance Commitments.</u> This project will somewhat enhance service reliability. It will help meet regulatory requirements and address obsolete or failing equipment.

<u>Promotes Efficiency</u>. This project will optimize the use of existing facilities. It will also create operations efficiency by saving on resource requirements.



Existing Influent Screens Rebuilt in 2017

Budget Information:

Schedule Information:

Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$1,000,000		Planning	2025
Basis of Estimate -			Permitting	2026-2027
Year Completed:	2022		Real Property/ROW	NA
Project Definition:	Class 5		Design	2026-2027
			Bid	2028
Project Cost Allocation			Construction	2028-2030
Battle Ground:	22.6%	\$200,000		
District:	77.4%	\$800,000		

and remove obsolete harmonic filtering. Program and integrate VFDs with pump station PLC operation.

<u>Objective.</u> This project will replace obsolete Variable Frequency Drives (VFDs) at the 36th Avenue Pump Station.

Scope of Work. Remove old VFDs and install new VFDs for each pump, transition to ethernet drive connections,

<u>Cost Allocation.</u> Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Pump Station System allocated capacity of 4.47 mgd (24.8%) for Battle Ground and 13.57 mgd (75.2%) for the District.

Safety and Security. No major changes to safety and security are expected.

Project Name: <u>36th Ave Pump Station VFD Replacement</u>

Project Number: RA03-29-1

Form Prepared/Updated: February 2024

Prioritization Score: 43.8

Project Definition:

<u>Comply with Regulations and Alliance Commitments.</u> This project will maintain reliable pump station operation through the replacement of the currently obsolete variable frequency drives.

Promotes Efficiency. New ethernet VFDs provide added functionality, resulting in improved operational control.

Photos (if available):

Existing VFD cabinets

Existing VFD cabinet and harmonic filter



Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □



Page 67



Budget Information:	Schedule Information:				
Project Cost Estimate		<u>Activity</u> <u>Year</u>			
Total Project Cost:	\$350,000		Planning	2024	
Basis of Estimate -			Permitting	NA	
Year Completed:	2023		Real Property/ROW	NA	
Project Definition:	Class 5		Design	2028	
			Bid	2029	
Project Cost Allocation			Construction	2029	
Battle Ground:	24.8%	\$100,000			
District:	75.2%	\$250,000			

Discovery Clean Water Alliance

CAPITAL PROJECT PROFILE

Project Type: Existing Asset – Repair Existing Asset – Replacement 🛛

New Asset – Capacity \Box

#11

New Asset – Regulatory \Box New Asset – Level of Service \Box

Project Definition:

Project Number: RA07-26-3

Prioritization Score: 33.8

Objective. Ongoing rehabilitation of Secondary Clarifiers.

Form Prepared/Updated: February 2024

Project Name: <u>SCTP Secondary Clarifier Rehabilitation</u>

Scope of Work. Drain and clean tank, inspect the rotating arm and supports for corrosion, remaining thickness and replace coat and paint. Inspect the draft tubes for corrosion and UV degradation (PVC). Inspect and replace floor scrapers and supports. Replace wipers throughout system. Clean and assess piping to RAS pumps to ensure no restrictions or degradation. Inspect and repair basin concrete, troughs, and weirs. Secondary Clarifier 5 has a stainless-steel mechanism and, therefore, will not require re-coating.

<u>Cost Allocation</u>. Project cost allocations are based on the year that the project is bid for construction. Costs will be apportioned to Battle Ground and the District according to the Salmon Creek Treatment Plant and Outfall Phase 5 allocated capacity of 3.96 mgd (22.6%) for Battle Ground, and 13.54 mgd (77.4%) for the District.

Safety and Security. No changes to safety and security.

Comply with Regulations and Alliance Commitments. This work maintains Secondary Clarifier capacity and operations.

<u>Promotes Efficiency</u>. This work maintains Secondary Clarifier capacity and operation.

Photos (if available):



Budget Information:		Schedule Information:			
Project Cost Estimate		<u>Activity</u> <u>Year</u>			
Total Project Cost:	\$2,000,000		Planning	2024	
Basis of Estimate -			Permitting	NA	
Year Completed:	2023		Real Property/ROW	NA	
Project Definition:	Class 5		Design	2025	
			Bid	2026	
Project Cost Allocation			Construction	2026	
Battle Ground:	22.6%	\$450,000			
District:	77.4%	\$1,550,000			

Project Name: Building Systems R&R Program Project Number: BLDG-RR-1 Prioritization Score: Program Form Prepared/Updated: May 2024 Project Type: Existing Asset – Repair ⊠ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective.</u> This program consists of several projects to repair or replace existing building systems, including roofing, structural, interior, exterior, mechanical, lighting, electrical, plumbing, fire and life safety, technology, conveyances, and other specialties.

<u>Scope of Work.</u> A facility condition assessment was performed to evaluate the overall condition of each building on the Salmon Creek Treatment Plant (SCTP), Ridgefield Treatment Plant (RTP), 36th Avenue Pump Station, and 117th Street Pump Station campuses. Current deficiencies and lifecycle forecasts were used to determine the total cost to address the needs of each facility. The condition assessments identified several projects to address current deficiencies and maintain the condition of existing buildings. Specific projects will be developed and approved by the Management and Infrastructure Committee based on the most urgent needs and overall budget allocation. A program summary by Regional Asset for the first ten years of the program and a detailed list of projects for the current biennium is shown under Supplemental Information.

<u>Cost Allocation</u>. Costs will be apportioned to Battle Ground and the District according to the tables included in the Supplemental Information section. Costs associated with the Ridgefield Treatment Plant will be allocated completely to the District.

For additional information related to this project, please refer to the four *Facility Condition Assessment* reports: Salmon Creek Treatment Plant, Ridgefield Treatment Plant, 36th Avenue Pump Station, and 117th Street Pump Station, Jacobs, March 2021.

Photos (if available):



SCTP Corroded Supply Fan

Deteriorated Handrail

\$19,878,000	
2022	
Class 5	
23.2%	\$4,612,000
76.8%	\$15,266,000
	2022 Class 5 23.2%

Schedule Information:

<u>Activity</u>	Year
Planning	2021-2022
Permitting	Ongoing
Real Property/ROW	NA
Design	Ongoing
Bid	Ongoing
Construction	Ongoing

P

Building Systems R&R Program Cost Summary By Asset

		Percentage Cost Allocation			
Regional Asset	10-Year Cost	Battle Ground	District		
Salmon Creek Treatment Plant	\$7,200,000	23.2%	76.8%		
117 th Street Pump Station	\$600,000	24.8%	75.2%		
36 th Avenue Pump Station	\$300,000	24.8%	75.2%		
Ridgefield Treatment Plant	\$500,000	0.0%	100.0%		

Total 10-Year Program \$8,600,000

Note: Cost Allocation will change over time with plant or pump station expansion projects. The allocations listed above apply for the 2025-2026 budget period.

Building Systems R&R Program Cost Summary By Asset for 2025-2026 Budget

	Cost Allocation					
Regional Asset	Project Name	Cost Estimate	Battle Ground	District	Design	Construction
Salmon Creek Treatment Plant	Lighting Replacement	\$500,000	23.2%	76.8%	2024	2025
Salmon Creek Treatment Plant	Building 85 HVAC	\$1,900,000	23.2%	76.8%	2024	2025
Salmon Creek Treatment Plant	Allowance	\$100,000	23.2%	76.8%	2025	2026
Total 2-Year Program \$2,500,000						



2024 Capital Plan

APPENDIX B

NEW REGIONAL ASSETS

CAPITAL IMPROVEMENT PROGRAM PROJECT PROFILES



Discovery Clean Water Alliance

2024 Capital Plan

Project Name: <u>117th Street PS Capacity Upgrade</u> Project Number: <u>RA04-29-1</u> Form Prepared/Updated: February 2024 Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity ⊠ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective</u>. This project will increase the pumping capacity of the 117th Street Pump Station to meet the projected future capacity needs of the regional wastewater management system.

<u>Scope of Work.</u> The project will replace the five existing 250-HP raw sewage pumps, motors, and variable frequency drives with new equipment of larger size and capacity. The project will also install a second enginegenerator to provide backup power service as required by Ecology. The pump station's structure and site are designed to accommodate this future upgrade. As a result, there is limited site or structure work required. The project is required to be complete before the system flows reach 34.2 mgd peak hour flow.

<u>Cost Allocation.</u> A project-specific cost allocation structure is being utilized for this project based on the purchase of additional capacity in the system (see analysis on reverse side). For additional information related to this project, see the *Klineline Pump Station and Force Main Project, Preliminary Design Report, Brown & Caldwell, April 2005.*

Photos (if available):

Budget Information:



Existing Pump Assembly

Pump Station Structure

Existing Engine Generator

Schedule Information:

Project Cost Estimate			<u>Activity</u>	<u>Year</u>
Total Project Cost:	\$15,100,000		Planning	2027
Basis of Estimate -			Permitting	2028
Year Completed:	2024		Real Property/ROW	N/A
Project Definition:	5% design	(Class 4)	Design	2028
			Bid	2029
Project Cost Allocation			Construction	2029-2030
Battle Ground:	23.4%	\$3,500,000		
District:	76.6%	\$11,600,000		

117th Street Pump Station Pumping Capacity Upgrade **RESPONSIBILITY ALLOCATION** COST ALLOCATION Project-Specific Cost Allocation Based on Responsibility for Contributing Factors Battle Battle Contributing District District Ground Ground Factor Share Share **Contributing Factor** Share Share (percent) (percent) (percent) (percent) (percent) 1. Existing Capacity – Replacement of Existing Pumping Capacity (Existing) 50.0% 24.8% 75.2% 12.4% 37.6% Battle Ground Capacity (mgd) 4.47 District Capacity (mgd) 13.57 Total Capacity (mgd) 18.04 22.0% 2. New Capacity – Construction of New Pumping Capacity (Total) (Increment) 50.0% 78.0% 11.0% 39.0% Battle Ground Capacity (mgd) 6.30 1.83 District Capacity (mgd) 20.06 6.49 Total Capacity (mgd) 26.36 8.32 TOTAL 100.0% 23.4% 76.6%

Project Name: SCTP Phase 5A (Outfall/Effluent Pipeline) Expansion Project Type: Existing Asset – Repair Project Number: RA07-21-1 Existing Asset – Replacement 🛛 Form Prepared/Updated: February 2024 New Asset – Capacity ⊠

New Asset – Regulatory \Box New Asset – Level of Service \Box

Project Definition:

Objective. The outfall replacement will ensure adequate mixing and dilution of treated wastewater discharged into the Columbia River and address streambank erosion affecting the existing pipeline. This project will also provide an increase to Alliance Members' Allocated Capacity of the Salmon Creek Treatment Plant Outfall with installation of a new effluent pipeline and replacement of the in-water and on-shore segments of the outfall pipeline.

Scope of Work. Construct a new effluent pipeline approximately 6,100 feet long and 48 inches in diameter from the treatment plant to the west side of Lower River Road. The route will cross the BNSF railroad, Salmon Creek, Lake River, and Lower River Road, requiring significant permitting and real property coordination to prepare the project for bid and construction. The project will also install approximately 1,200 feet of new outfall pipeline from Lower River Road to a new in-water diffuser assembly in the Columbia River. The new pipeline will parallel and replace the in-water portion of the outfall pipeline installed in 1975.

Cost Allocation. The replacement portion of the project costs are apportioned to Battle Ground and the District according to current treatment plant allocated capacity. The new capacity portion of the project costs are allocated based on the incremental capacity purchases by Battle Ground and the District. See supplemental information section (reverse side) for additional detail. For additional information related to this project, see the Engineering Report for the Phase 5A Project – Columbia River Outfall and Effluent Pipeline, Phase 5 Expansion Program, CH2M, April 2018.



Photos (*if available*):

Existing (red) and Future (blue) Salmon Creek Treatment Plant Effluent Pipeline/ Outfall in Columbia River

Budget Information:		Schedule Information:			
Project Cost Estimate			<u>Activity</u>	Year	
Total Project Cost:	\$37,000,000		Planning	2015-2018	
Basis of Estimate -			Permitting	2016-2021	
Year Completed:	2024		Real Property/ROW	2017-2021	
Project Definition:	Bid		Design	2016-2021	
			Bid	2021, 2022	
Project Cost Allocation			Construction	2021-2024	
Battle Ground:	25.9%	\$9,600,000			
District:	74.1%	\$27,400,000			

Phase 5A (Outfall/Effluent Pipeline) Expansion Cost Allocation Based on Allocated Capacity		INCREMENTAL CAPACITY PURCHASED			COST ALLOCATION			
	Allocated Capacity Summa	ary (MGD, MMF)		Outfall Capacity (mgd)	Battle Ground Capacity (mgd)	District Capacity (mgd)	Battle Ground Share (percent)	District Share (percent)
Expansion Phase	Outfall Capacity	Battle Ground	District					
Phase 4 (Existing)	14.95	3.47	11.48				23.2%	76.8%
Phase 5A (New)	38.18	10.10	28.08	23.23	6.63	16.60	28.5%	71.5%
TOTAL				23.23	6.63	16.60		

Phase 5A (Outfall/Effluent Pipeline) Expansion Project-Specific Cost Allocation Based on Responsibility for Contributing Factors		RESPONSIBILITY ALLOCATION			
Contributing Factor	Contributing Factor (percent)	Battle Ground Share (percent)	District Share (percent)	Battle Ground Share (percent)	District Share (percent)
1. Existing Capacity – Replacement of Existing Outfall	50.0%	23.2%	76.8%	11.6%	38.4%
2. New Capacity – Construction of Larger Outfall	50.0%	28.5%	71.5%	14.3%	35.7%
TOTAL	100.0%			25.9%	74.1%

Scope of Work

Project Cost Information

	Battle Ground	District	Total
 Phase 5A – "Package 1" Columbia River Outfall New 48-inch Diffuser Connection to Existing 30-inch Pipeline Revetment Mat for Erosion Protection Removal of Existing Diffuser Section 	\$2,600,000	\$7,300,000	\$9,900,000
 Phase 5A – "Package 2" Effluent Pipeline New 48-inch Effluent Pipeline Salmon Creek and Lake River Crossings BNSF Railroad Crossing Connection at Effluent Pump Station 	\$7,000,000	\$20,100,000	\$27,100,000
Total Phase 5A (Outfall/Effluent Pipeline) Expansion	\$9,600,000	\$27,400,000	\$37,000,000

Project Name: <u>SCTP Phase 5B (Treatment Plant) Expansion</u> Project Number: <u>RA07-22-1</u> Form Prepared/Updated: February 2024 Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity ⊠ New Asset – Regulatory ⊠ New Asset – Level of Service ⊠

Project Definition:

<u>Objective.</u> This project will provide an increase to Alliance Members' Allocated Capacity in the Salmon Creek Treatment Plant (SCTP) and address applicable regulatory and level of service requirements for the facility.

<u>Scope of Work.</u> The Phase 5B (Treatment Plant) Expansion project will be delivered in two separate construction contracts, referred to as 5B "Package 1" (5BP1) and 5B "Package 2" (5BP2). These contracts are summarized below, and a detailed scope of work is provided on the reverse side of this form.

- The 5BP1 contract will construct new odor control systems for the Preliminary/Primary Treatment processes and the Solids Handling processes. In addition, this contract will make improvements to existing facilities throughout the site to enhance process reliability, plant staff safety and site security. The contract includes a new oil and lubricant storage building and demolition of an aging building as needed for new treatment processes associated with the long-term master plan for the site.
- The 5BP2 contract constructs new secondary treatment facilities to provide increased overall plant capacity. The project also completes planned work for site security to comply with industry standard guidance, including *Guidelines for the Physical Security of Wastewater/Stormwater Utilities, ASCE/ AWWA/ WEF, published December 2011 (WEF Security Guidance)*. Digester gas treatment system improvements will optimize performance and ensure permit compliance for this portion of the facility.

<u>Cost Allocation</u>. The SCTP expansion costs will be allocated based on capacity purchased in the system (see reverse side for supplemental capacity allocation information).

Photos (if available):

Budget Information:



Existing Primary Clarifiers

Primary Clarifier Covers

Bio Trickling Filter Tower

<u>Year</u> 2020-2021 2021-2022

N/A 2021-2022 2022

2022-2025

Schedule Information ("Package 2" Shown):

Project Cost Estimate			<u>Activity</u>
Total Project Cost:	\$34,600,000		Planning
Basis of Estimate -			Permitting
Year Completed:	2024		Real Property/ROW
Project Definition:	Bid	(Class 1)	Design
			Bid
Project Cost Allocation			Construction
Battle Ground:	19.2%	\$6,600,000	
District:	80.8%	\$28,000,000	

	nent Plant Expansion Pro d on Allocated Capacity	gram		INCREMENTA	L CAPACITY P	URCHASED	COST ALL	OCATION
	Allocated Capacity Summ (SCWMS Wastewater Facili			Plant Capacity (mgd)	Battle Ground Capacity (mgd)	District Capacity (mgd)	Battle Ground Share (percent)	District Share (percent)
Expansion Phase	Plant Capacity	Battle Ground	District					
Phase 4 (Existing)	14.95	3.47	11.48					
	100.0%	23.2%	76.8%	2.55	0.49	2.06	19.2%	80.8%
Phase 5B (Plant)	17.50	3.96	13.54					
	100.0%	22.6%	77.4%					

Scope of Work

Total Phase 5B (Treatment Plant) Expansion

Project Cost Information

\$6,600,000 \$28,000,000 \$34,600,000

		Battle Ground	District	Total
hase 5	5B – "Package 1" Odor Control/Existing Facilities Improvements	\$1,800,000	\$7,800,000	\$9,600,000
٠	New Primary Clarifier Covers			
٠	New Preliminary and Primary Treatment Odor Control System			
٠	Existing Aeration Basins 5 & 6 Improvements			
٠	Existing Return Activated Sludge (RAS) Piping Improvements			
٠	New RAS Chlorination System			
٠	New Secondary Clarifier Effluent Launder Covers			
٠	Updated Solids Processing Center Pipe Supports			
٠	Updated UV System Disinfection System Cover			
٠	New Solids Handling Odor Control System			
٠	Updated Waste Gas Incinerator Controls Cover			
٠	Demolition of Existing Building 87			
٠	Entrance Gate Security Improvements			
٠	New Oil & Lubricant Storage Building			
hase 5	5B – "Package 2" Secondary Treatment Process Improvements	\$4,800,000	\$20,200,000	\$25,000,00
٠	New Aeration Basin 7			
٠	Blower Building Modifications/New Blower 8			
٠	Demolition of Secondary Clarifier 2			
•	New Secondary Clarifier 5			
٠	Perimeter Fence Security Improvements			
٠	Surveillance Cameras Security Improvements			
٠	RAS System Pumping Improvements (7 New Pumps)			
•	New Digester Gas Treatment System (Micro-aeration)			

Project Name: SCTP Chemically Enhanced Primary Treatment (CEPT) **Project Type:** Existing Asset – Repair Pilot Project Existing Asset – Replacement \Box Project Number: RA07-24-1 New Asset – Capacity ⊠ Form Prepared/Updated: February 2024 New Asset – Regulatory □ New Asset – Level of Service \Box

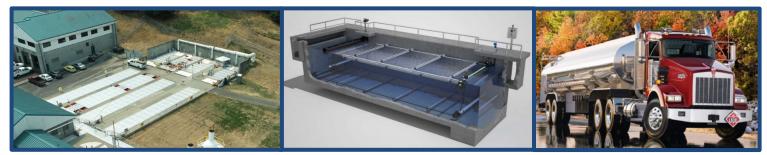
Project Definition:

Objective. This project will conduct a full-scale pilot test on one Primary Clarifier to evaluate the effectiveness of adding a coagulating/flocculating chemical to the primary clarifiers to remove more of the wasteload early in the treatment process. This process has the potential to increase the overall capacity of the Salmon Creek Treatment Plant, pending the outcome of the pilot test and confirmation with Ecology. The project is being developed as a strategic opportunity to mitigate the impacts of any further schedule delays in completing the Phase 5 Expansion Program or as an early Phase 6 capacity optimization opportunity.

Scope of Work. The project will develop a plan for the pilot test, provide a desktop evaluation of the anticipated process performance, perform jar testing of various chemicals used in the industry, design and construct the required temporary improvements to support the pilot test, perform the pilot test, and prepare a final report to Ecology documenting performance and the capacity that can be achieved with the process.

Cost Allocation. The project is being developed as a backup plan to mitigate potential delays for the Phase 5B Package 2 Secondary Process Improvements Project. The District will sponsor this project, and any capacity increase recognized by Ecology will be allocated to the District. Due to current growth patterns, Battle Ground is projected to have adequate capacity reserves until the Phase 5B Package 2 Project is completed.

Photos (if available):



Existing Primary Clarifier

Primary Clarifier Mechanism

Tanker Truck

Budget Information:

<u>Project Cost Estimate</u>		
Total Project Cost:	\$500,000	
Basis of Estimate -		
Year Completed:	2024	
Project Definition:	Placeholder	(Class 2)
Project Cost Allocation		
Battle Ground:	0%	\$0
District:	100%	\$500,000

Schedule Information:

<u>Activity</u>	Year
Planning	2022
Permitting	2022
Real Property/ROW	N/A
Design	2023
Bid	2024
Construction	2024

Project Name: <u>SCTP Phase 6 Expansion</u> Project Number: <u>RA07-28-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity ⊠ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective.</u> This project will provide an increase to Alliance Members' Allocated Capacity in the Salmon Creek Treatment Plant (SCTP), in order to meet the needs of a growing service area.

<u>Scope of Work.</u> The Phase 6 Expansion project will construct a new Influent Screen 3 and a new Primary Clarifier 5. Aeration Basin 8 will be constructed, and the blower building (Facility 37) will be expanded to provide additional blower capacity for the future, including one additional blower with this project. A second Ultraviolet (UV) Disinfection channel and UV treatment unit will be constructed, and a building will be erected to cover the UV and effluent pump station (EPS) facility. New effluent pumps are required at this phase of expansion, with modifications also required for the structure to accommodate system hydraulics. Anaerobic Digester 3 will be constructed along with the supporting mechanical mixing and heating systems for this new digester.

<u>Cost Allocation</u>. The SCTP expansion costs will be allocated based on capacity purchased in the system (see reverse side for supplemental capacity allocation information).

Photos (if available):



Existing Influent Screen

Existing RAS/WAS Pump Station

Existing UV Disinfection

Schedule Information: Budget Information: Project Cost Estimate Activity Year Total Project Cost: \$49,600,000 Planning 2025 2026-2027 Basis of Estimate -Permitting 2024 Real Property/ROW Year Completed: N/A Project Definition: Placeholder (Class 5) Design 2026-2027 Bid 2028 Project Cost Allocation Construction 2028-2030 Battle Ground: 11.9% \$5,900,000 District: 88.1% \$43,700,000

Salmon Creek Treatment Plant Expansion Program Cost Allocation Based on Allocated Capacity

INCREMENTAL CAPACITY PURCHASED	COST ALLOCATION
--------------------------------	-----------------

	Allocated Capacity Summ (SCWMS Wastewater Facili			Plant Capacity (mgd)	Battle Ground Capacity (mgd)	District Capacity (mgd)	Battle Ground Share (percent)	District Share (percent)
Expansion Phase	Plant Capacity	Battle Ground	District					
Phase 4 (Existing)	14.95	3.47	11.48					
	100.0%	23.2%	76.8%	2.55	0.49	2.06	19.2%	80.8%
Phase 5B (Plant)	17.50	3.96	13.54					
	100.0%	22.6%	77.4%	2.10	0.25	1.85	11.9%	88.1%
Phase 6	19.60	4.21	15.39					
	100.0%	21.5%	78.5%	4.20	0.87	3.33	20.7%	79.3%
Phase 7	23.80	5.08	18.72					
	100.0%	21.3%	78.7%	3.20	0.66	2.54	20.6%	79.4%
Phase 8	27.00	5.74	21.26					
	100.0%	21.3%	78.7%	3.70	0.76	2.94	20.5%	79.5%
Phase 9	30.70	6.50	24.20					
	100.0%	21.2%	78.8%					
TOTAL				15.75	3.03	12.72		

Project Name: <u>SCTP Class A Biosolids Upgrade</u> Project Number: <u>RA07-29-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity □ New Asset – Regulatory ⊠ New Asset – Level of Service ⊠

Project Definition:

<u>Objective</u>. This project proposes to install a biosolids dryer at the SCTP site that will result in the production of a Class A biosolids material, upgrading the current Class B biosolids program. The upgrade provides several benefits to the Alliance biosolids program, including (1) reduced program risk related to legislative, regulatory and political challenges to Class B programs, (2) increased program flexibility, reliability and control, including the ability to reuse the biosolids material within the local community, (3) substantially reduced truck traffic volume (by approximately a 6:1 ratio) with the residential community near the SCTP. A variety of different markets have been evaluated on a preliminary basis to ensure there are multiple end uses for the type and quantity of material that would be available within Clark County.

<u>Scope of Work.</u> The project will construct the biosolids dryer and related material handling and odor control systems, primarily in two of the existing four bays of the existing Biosolids Storage facility. This allows the remaining two bays to continue to serve in a biosolids storage capacity for the finished Class A material. Miscellaneous site improvements would also be required to support the equipment installation.

<u>Cost Allocation</u>. The project is scheduled to be completed between the Phase 6 and Phase 7 Expansion projects. Therefore, the overall Phase 6 Allocated Capacity is used as the basis of cost allocation. See the *Technical Memorandum – Class A Biosolids Cost Update, Brown and Caldwell, May 2017,* for additional information. The overall Class A and Class B program costs are similar, with the Class A program being incrementally higher cost through year 18 of the study period. After that point, the Class A program is more cost effective overall.

Photos (if available):



Paddle Dryer - Exterior View

Paddle Dryer - Interior View

Class A Biosolids Product

Budget Information:

<u>Project Cost Estimate</u>		
Total Project Cost:	\$16,500,000	
Basis of Estimate -		
Year Completed:	2024	
Project Definition:	Placeholder	(Class 5)
Project Cost Allocation		
Battle Ground:	21.5%	\$3,500,000
District:	78.5%	\$13,000,000

Schedule Information:

<u>Activity</u>	Year
Planning	2026
Permitting	2027-2028
Real Property/ROW	N/A
Design	2027-2028
Bid	2029
Construction	2029-2031

Project Name: <u>SCTP Phase 7 Expansion</u> Project Number: <u>RA07-32-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity ⊠ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective.</u> This project will provide an increase to Alliance Members' Allocated Capacity in the Salmon Creek Treatment Plant, in order to meet the needs of a growing service area.

<u>Scope of Work.</u> The Phase 7 Expansion project will construct a new Primary Clarifier 6 and a new Aeration Basin 9. An additional blower is added with this project to support the new basin. A new Mixed Liquor splitter box is required to direct flow to new Secondary Clarifier 6. A new RAS/WAS pump station facility is also required to support the new secondary clarifier. Two new effluent pumps are required to convey peak flow rates to the Columbia River. Anaerobic Digester 4 will be constructed along with the supporting mechanical mixing and heating systems for this new digester. To provide space for the new secondary clarifier and RAS/WAS pump station, the plant's original aerobic digester and maintenance storage facility must be demolished, per the long-term site master plan. A replacement maintenance storage facility is also provided elsewhere on the site with this project.

<u>Cost Allocation</u>. The SCTP expansion costs will be allocated based on capacity purchased in the system (see reverse side for supplemental capacity allocation information).

Photos (if available):



Salmon Creek Treatment Plant Aerial

Existing Primary Clarifier

Existing Anaerobic Digester

Budget	Information:
Project	Cost Estimate

\$48,100,000	
2024	
Placeholder	(Class 5)
20.7%	\$10,000,000
79.3%	\$38,100,000
	2024 Placeholder 20.7%

Schedule Information:

<u>Activity</u>	Year
Planning	2029
Permitting	2030-2031
Real Property/ROW	N/A
Design	2030-2031
Bid	2032
Construction	2032-2034

Salmon Creek Treatment Plant Expansion Program Cost Allocation Based on Allocated Capacity

INCREMENTAL CAPACITY PURCHASED	COST ALLOCATION
--------------------------------	-----------------

Allocated Capacity Summary (MGD, MMF) (SCWMS Wastewater Facilities Plan Table 3-1)			Plant Capacity (mgd)	Battle Ground Capacity (mgd)	District Capacity (mgd)	Battle Ground Share (percent)	District Share (percent)	
Expansion Phase	Plant Capacity	Battle Ground	District					
Phase 4 (Existing)	14.95	3.47	11.48					
	100.0%	23.2%	76.8%	2.55	0.49	2.06	19.2%	80.8%
Phase 5B (Plant)	17.50	3.96	13.54					
	100.0%	22.6%	77.4%	2.10	0.25	1.85	11.9%	88.1%
Phase 6	19.60	4.21	15.39					
	100.0%	21.5%	78.5%	4.20	0.87	3.33	20.7%	79.3%
Phase 7	23.80	5.08	18.72					
	100.0%	21.3%	78.7%	3.20	0.66	2.54	20.6%	79.4%
Phase 8	27.00	5.74	21.26					
	100.0%	21.3%	78.7%	3.70	0.76	2.94	20.5%	79.5%
Phase 9	30.70	6.50	24.20					
	100.0%	21.2%	78.8%					
TOTAL				15.75	3.03	12.72		

Project Name: <u>SCTP Phase 8 Expansion</u> Project Number: <u>RA07-43-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity ⊠ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective.</u> This project will provide an increase to Alliance Members' Allocated Capacity in the Salmon Creek Treatment Plant, to meet the needs of a growing service area.

<u>Scope of Work.</u> The Phase 8 Expansion project will construct a new Aeration Basin 10, Aeration Blower, Secondary Clarifier 7, RAS Pumps, and Effluent Pumps (3A/4A).

<u>Cost Allocation.</u> The Salmon Creek Treatment Plant expansion costs will be allocated based on capacity purchased in the system (see reverse side for supplemental capacity allocation information).

Photos (*if available*):



Existing Effluent Pump Station

Existing Aeration Basins 5 & 6

Existing Secondary Clarifiers 3 & 4

Budget Information:

Project Cost Estimate		
Total Project Cost:	\$19,700,000	
Basis of Estimate -		
Year Completed:	2024	
Project Definition:	Placeholder	(Class 5)
Project Cost Allocation		
Battle Ground:	20.6%	\$4,100,000
District:	79.4%	\$15,600,000

Schedule Information:

<u>Activity</u>	Year
Planning	2040
Permitting	2041-2042
Real Property/ROW	N/A
Design	2041-2042
Bid	2043
Construction	2043-2045

Phase 9

TOTAL

Salmon Creek Treatment Plant Expansion Program **INCREMENTAL CAPACITY PURCHASED** COST ALLOCATION **Cost Allocation Based on Allocated Capacity** Battle Battle Plant District Ground Ground Allocated Capacity Summary (MGD, MMF) Capacity Capacity Capacity Share (percent) (SCWMS Wastewater Facilities Plan Table 3-1) (mgd) (mgd) (mgd) (percent) **Expansion Phase Plant Capacity Battle Ground** District Phase 4 (Existing) 14.95 3.47 11.48 100.0% 23.2% 76.8% 2.55 0.49 2.06 19.2% Phase 5B (Plant) 17.50 3.96 13.54 100.0% 22.6% 77.4% 2.10 0.25 1.85 11.9% Phase 6 19.60 4.21 15.39 100.0% 21.5% 78.5% 4.20 0.87 3.33 20.7% Phase 7 23.80 5.08 18.72 100.0% 21.3% 78.7% 3.20 0.66 2.54 20.6% Phase 8 27.00 5.74 21.26 100.0% 21.3% 78.7% 3.70 0.76 2.94 20.5%

6.50

21.2%

24.20

78.8%

15.75

3.03

12.72

30.70

100.0%

District

Share

80.8%

88.1%

79.3%

79.4%

79.5%

Project Name: RTP Secondary Treatment Process Improvements Project Number: RA08-24-1 Form Prepared/Updated: February 2024

Project Type: Existing Asset – Repair Existing Asset – Replacement New Asset – Capacity ⊠ New Asset – Regulatory \Box New Asset – Level of Service \Box

Project Definition:

Objective. This project will address increased wasteload concentrations by optimizing the processing capability for the existing facility and maintaining the existing rated hydraulic capacity of 0.7 mgd. The increased wasteload concentrations stem from reduced water usage over time (more load per gallon of flow). This work maintains regional capacity during a period of high growth and investment in the community.

Scope of Work. This project will make improvements to the secondary treatment process by installing baffles in the aeration basin, updating the mixed liquor recycle pumping system, and adding additional instrumentation to optimize the plant tankage available at the site. This work is estimated to raise the permitted wasteload capacity of the system from 2,480 lbs/day to approximately 3,900 lbs/day, maximum month average. The process analysis supporting these outcomes will be provided to Ecology in 2024 to ensure alignment with regulatory expectations.

Cost Allocation. All capacity related to the Ridgefield Treatment Plant and Outfall is allocated to the District; therefore, 100% of costs of this project are the responsibility of the District.



Photos (if available):

Ridgefield Treatment Plant Site

Schedule Information: Project Cost Estimate Activity Year \$1,100,000 Total Project Cost: Planning 2022 Basis of Estimate -Permitting 2023-2024 Year Completed: 2024 Real Property/ROW N/A Project Definition: (Class 3) Design 2023-2024 Bid 2024 Project Cost Allocation Construction 2024-2025 Battle Ground: 0% \$0 District: 100% \$1,100,000

Budget Information:

Project Name: <u>Ridgefield Treatment Plant Decommissioning</u> Project Number: <u>RA08-33-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement ⊠ New Asset – Capacity □ New Asset – Regulatory □ New Asset – Level of Service □

Project Definition:

<u>Objective</u>. This project provides for the proper decommissioning of the Ridgefield Treatment Plant and Outfall at the end of the facility's useful life.

<u>Scope of Work.</u> This project will demolish all WWTP structures to three feet below ground level. Above ground waste from this demolition will be disposed of at a construction landfill. Below grade waste will be kept onsite and used as back fill material for the empty basins. All below-grade piping, including the outfall, will be filled with low strength concrete and abandoned in place. All structures more than three feet below grade will remain. Basins will be filled with sand to bring them to existing ground level. Due to the hazardous soils on site, a HAZWOPER supervisor will be required to witness all excavation and material handling. It is assumed that no material will be excavated and hauled offsite. Upon completion of demolition work, placement of a geo-textile on top of contaminated soils, along with a two-foot cap of clean fill material will be required to complete the decommissioning. The site will then be reclaimed for other uses by the City of Ridgefield. The work will be completed in accordance with the consent decree terms and conditions required for excavating on the Pacific Wood Treating Corporation Site (Ecology Site No. 1019).

<u>Cost Allocation.</u> All capacity related to the Ridgefield Treatment Plant and Outfall is allocated to the District, therefore 100% of costs of this project are the responsibility of the District.



Ridgefield Treatment Plant Site

Budget Information:

<u>Activity</u>	Year
Planning	2031
Permitting	2032
Real Property/ROW	N/A
Design	2031-2032
Bid	2033
Construction	2033-2034
Permitting Real Property/ROW Design Bid	2032 N/A 2031-2032 2033

Schedule Information:

Photos (if available):

Project Name: <u>BGFM Parallel Force Main</u> Project Number: <u>RA09-29-1</u> Form Prepared/Updated: <u>February 2024</u> Project Type: Existing Asset – Repair □ Existing Asset – Replacement □ New Asset – Capacity ⊠ New Asset – Regulatory □ New Asset – Level of Service □

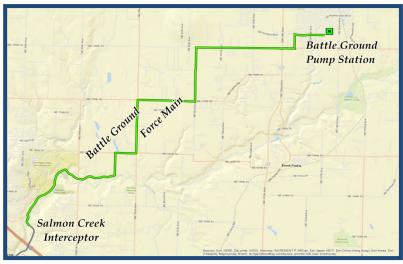
Project Definition:

<u>Objective.</u> The project will increase capacity in the Battle Ground Force Main system to support continued growth in the Battle Ground service area.

<u>Scope of Work.</u> The project will construct a second, parallel force main pipeline from Battle Ground to a point of connection with the Klineline Interceptor. The new pipeline is estimated to be 24 inches in diameter and is anticipated to largely follow the route of the current force main. Additional planning and engineering work will be completed in advance of construction to confirm pipe sizing and specific routes.

<u>Cost Allocation</u>. The project provides capacity only for the Battle Ground service area, and therefore, 100% of costs are allocated to Battle Ground. For additional information related to this project, see the *City of Battle Ground General Sewer Plan*, *Wallis Engineering*, *March 2011*.

Photos (if available):



Battle Ground Force Main Route

sudget information:			Schedule Information
Project Cost Estimate			<u>Activity</u>
Total Project Cost:	\$47,200,000		Planning
Basis of Estimate -			Permitting
Year Completed:	2024		Real Property/ROW
Project Definition:	Placeholder	(Class 5)	Design
			Bid
Project Cost Allocation			Construction
Battle Ground:	100%	\$47,200,000	
District:	0%	\$0	

Budget Information:

Schedule Information:

<u>Year</u> 2026 2027-2028

2027 2027-2029 2029 2029-2031

Project Name: General Sewer Plan/Phase 6 Engineering Report

Project Type: Existing Asset – Repair □

Project Number: <u>GSP-ER-24</u> Form Prepared/Updated: <u>February 2024</u>

Existing Asset – Replacement □ New Asset – Capacity ⊠

New Asset – Regulatory ⊠

New Asset – Level of Service 🛛

Project Definition:

<u>Objective.</u> This project will develop the first Alliance regulatory planning document for Alliance-owned infrastructure, providing a report meeting the Ecology definition for a General Sewer Plan (GSP) and an Engineering Report (ER) for the Phase 6 Expansion project. To date, the Alliance has relied on planning documents inherited from Member agencies at formation. Those documents are sufficiently dated that a new plan for Alliance infrastructure is needed at this time to guide future capital investments.

<u>Scope of Work.</u> The plan will provide a recommended program for future investments that meet the growth demands on the system, is consistent with regulatory requirements and reflects Alliance values. The plan will provide updated flow and loading assessments, considering current and future regulatory requirements, and explore alternatives in these areas:

- Regional wastewater transmission options associated with routing future Battle Ground area flows and future upgrades for the 117th Street Pump Station.
- Regional wastewater treatment needs, including plans for Ridgefield Treatment Plant decommissioning.
- Reclaimed water alternatives and cost-effectiveness (per RCW 90.48.112).
- Residuals and resource recovery options, including Class A biosolids and digester gas utilization.
- Stormwater master plan/regulatory review update for Salmon Creek Treatment Plant site.
- Support facility evaluation and program updates (maintenance needs, chemical storage, vehicle storage, etc.).

<u>Cost Allocation.</u> Administrative costs are determined by total Treatment Facilities Allocated Capacity. After Phase 5 capacity is recognized, costs would be allocated based on District Allocated Capacity of 14.24 mgd (78.2%) and Battle Ground Allocated Capacity of 3.96 mgd (21.8%). A similar planning effort will be required for the Phase 8 Expansion. After Phase 7 capacity is recognized, costs would be allocated based on District Allocated Capacity of 18.72 mgd (78.7%) and Battle Ground Allocated Capacity of 5.08 mgd (21.3%).

Photos (if available):



Alliance Regional Assets Service Area

		0		
Budget Information:		Schedule Information:		
Project Cost Estimate			<u>Activity</u>	Year
Total Project Cost:	\$2,200,000		Planning	2024-2026
Basis of Estimate -			Permitting	NA
Year Completed:	2024		Real Property/ROW	NA
Project Definition:	Placeholder	(Class 5)	Design	NA
			Bid	NA
Project Cost Allocation			Construction	NA
Battle Ground:	21.8%	\$500,000		
District:	78.2%	\$1,700,000		
		Page 9	7	



2024 Capital Plan

APPENDIX C

DISCOVERY CLEAN WATER ALLIANCE ASSET MANAGEMENT POLICY



Discovery Clean Water Alliance

2024 Capital Plan

DISCOVERY CLEAN WATER ALLIANCE ASSET MANAGEMENT POLICY

Purpose

To responsibly manage the Alliance's assets in a manner that provides reliable service, meets regulatory expectations, protects the environment, and provides for the health and safety of the public and workforce, while optimizing lifecycle costs.

Policy Statement

The Alliance is committed to the following guiding principles:

- Continuous Improvement always building upon previous work and incrementally developing the sophistication of the related maintenance and asset management programs.
- Appropriate Use of Technology leverage existing technology (e.g., Lucity) and new information/tools as appropriate.
- Lifecycle and Performance Based identifying the lowest life-cycle costs while meeting performance requirements.
- Risk-Based defining and quantifying risk as primary means of prioritizing levels
 of investment and re-investment.
- Regulatory Compliant always meeting commitments to regulatory permits and other legal obligations.

Following these principles, the Alliance will develop and maintain asset management practices and procedures that provide for the following:

Established Practice:

- Develop and maintain a comprehensive list of key assets
- Define asset condition based on specific, qualitative feedback
- Determine asset criticality based on a defined matrix
- Define acceptable level of risk (condition x criticality)
- Prioritize investment to minimize risk

Program Advancements for 2023-2024:

- Asset Management Plan (AMP) further develop the following linkages:
 - a. Define Organizational Objectives
 - b. Define Asset Management Objectives
 - c. Establish Performance Metrics/ Levels of Service
- · Key Asset Inventory further develop scope and detail of asset inventory.
- Key Asset Condition Assessments with Expected Useful Life add quantitative assessments where possible and provide initial estimate of expected useful life.
- System Based Risk Framework add a system perspective to the risk evaluation.
- Critical Spare Parts Inventory define and implement a critical spares program element.

ONL

John M. Peterson, Executive Director

June 16, 2023 Effective Date

REVIEWED:

1



Staff Report

Board Meeting of June 21, 2024

6e. Regulatory Compliance Program Report

STAFF CONTACTS	PHONE	EMAIL
Kristen Thomas, Regulatory Compliance Manager	360-993-8833	kthomas@crwwd.com

PURPOSE: This report provides a quarterly update for the Board of Directors on Administrative Lead (AL) activities related to regulatory tracking and compliance.

Please see the attached presentation covering the following:

- Industrial Pretreatment Program
- Washington Wastewater-Based Epidemiology (WAWBE) Project
- PFAS: Federal & State Regulation
- Permit Updates

ACTION REQUESTED: No specific action required. Please provide policy-level guidance for the various activities described in this report.

Discovery Clean Water Alliance

Regulatory Compliance Program Report

Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment **Regulatory Program Report**

Pascover Ran Water Alling

- Industrial Pretreatment Program
- Washington Wastewater-Based Epidemiology (WAWBE) Project
- PFAS: Federal & State Regulation
- Permit Updates





Industrial Pretreatment Program



Industrial Pretreatment Program

Industrial User (IU) Permitting & Compliance Monitoring

- All current SIUs and MIUs in compliance with program requirements
- Annual SIU inspections in process
- Fats, Oils and Grease (FOG) Program
 - 404 Current FOG Users
 - Facility inspections ongoing in 2024:
 - 222 completed (on target)
 - 88% overall compliance rate



n LIGHT













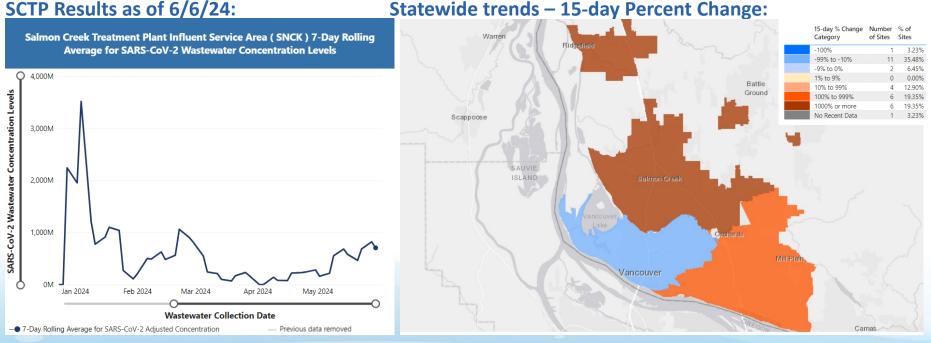
Washington Wastewater-Based Epidemiology (WAWBE) Project



Washington Wastewater-Based Epidemiology (WAWBE) Project



WA Dept. of Health - Monitoring for COVID-19, Influenza and RSV





PFAS: Federal & State Regulation



PFAS – Federal Regulatory Efforts

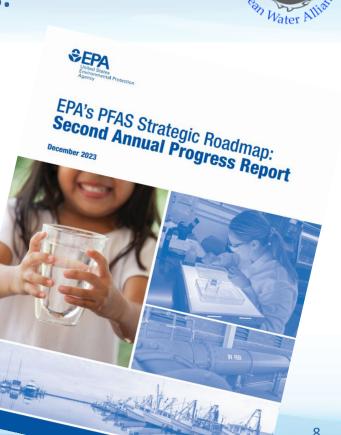
EPA Strategic Roadmap – Actions in Process:

Biosolids Risk Assessment for PFOA/PFOS:

- Technical completion expected by end of 2024 0
- Rule development to follow 0
- **POTW "Influent Study"**
 - National, phased investigation of PFAS sources 0
 - 400 WWTPs required to participate (includes 0 Westside WWTP)

Resource Conservation and Recovery Act (RCRA):

- Proposal to list 9 PFAS as "hazardous constituents" 0 (chemicals of concern)
- Potential building block for future hazardous waste 0 designation
- No current regulation for PFAS as RCRA waste 0



PFAS – Federal Regulatory Efforts

EPA Strategic Roadmap – Rulemakings:



Finalized:

- April Drinking Water Regulations
- May CERCLA Designations (PFOA, PFOS)
 - Ongoing legislative advocacy for targeted exemption of public water utilities

In Process:

- Aquatic Life WQ Criteria (PFOA, PFOS)
 - WA proposing to adopt EPA recommendations
 - Human health WQ criteria in development
- CERCLA designations (7 additional PFAS)
- Analytical method promulgation for CWA compliance



Image: epa.gov

PFAS – State Regulatory Efforts

Focused on source reduction & pollution prevention

- WA Dept. of Ecology Biosolids Sampling Study
 - Goal: Assess PFAS prevalence in WA biosolids
 - Approx. 40 WWTPs participating
 - SCTP sampled in June
 - Ecology report expected in 2025
- NPDES Permit Requirements
 - Following EPA Guidance Memo:
 - Influent monitoring
 - Pretreatment Program Activities









Biosolids General Permit

Pollution Control Hearings Board (PCHB) Ruling: Nisqually Delta Association, et al. v. Ecology

- Permit invalidated due to non-compliance with SEPA requirements
- Alliance maintains "provisional coverage" under the previous permit per Ecology notification and is continuing normal operations
- Ecology working to address SEPA issues and reissue permit





National Pollutant Discharge Elimination System (NPDES) Permit

- Alliance operating under administratively extended permits
 - SCTP expired 2017
 - \circ RTP expired 2016
- Ecology in process of developing permits:
 - Site inspections June 4
 - SCTP Draft Review July/August
 - RTP timeline TBD



Other SCTP Permits

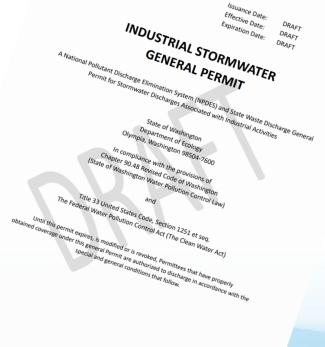
Industrial Stormwater General Permit

- Current permit expires end of 2024
- Alliance submitted Notice of Intent for continued coverage at SCTP in May
- Reviewing draft permit for new requirements
- Public comment period through July 15

Air Discharge Permit

- Issued by Southwest Clean Air Agency (SWCAA)
- SCTP permit requires updates to reflect new conditions after Phase 5 expansion
- SWCAA in process of finalizing permit

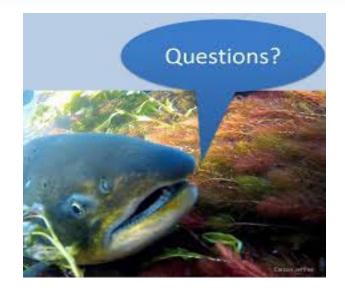




DRAFT

Regulatory Program Report





Kristen Thomas

Regulatory Compliance Manager Clark Regional Wastewater District

(360) 993-8833 kthomas@crwwd.com



Staff Report

Board Meeting of June 21, 2024

6f. Administrative Lead Report

STAFF CONTACTS	PHONE	EMAIL
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Leanne Mattos, Board Clerk / Admin Services Manager	360-993-8823	lmattos@crwwd.com

PURPOSE: The Alliance is a regional wastewater transmission and treatment utility now in its tenth year of full operation. The Administrative Lead (AL) Report provides a quarterly update for the Board of Directors highlighting key efforts.

Please see the attached presentation covering the following topics:

- Administrative Lead and Operator Agreement Updates
- Federal Advocacy Update
- Communication Program Update

Attachments:

- A. Administrative Lead and Operator Agreement Updates Draft Staff Report and Draft Agreements (with changed sections highlighted)
- B. Representative Gluesenkamp-Perez Press Release dated April 16, 2024, regarding federal PFAS liability legislation
- C. Washington State Water/Wastewater Utility Sector letter dated March 18, 2024, to Senate officials advocating for federal PFAS liability legislation
- D. The Columbian article dated April 2, 2024, regarding federal funding for Salmon Creek Wastewater Treatment Plant

ACTION REQUESTED: No specific action required. Please provide policy-level guidance for the various activities described in this report.

Discovery Clean Water Alliance

Administrative Lead Report

Alliance Board of Directors June 21, 2024

Laying the foundation for a vibrant economy and healthy environment

Administrative Lead Report



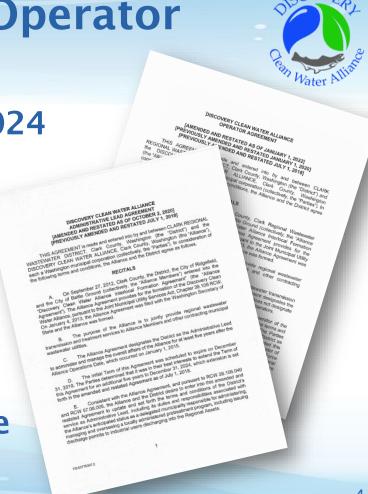
- Administrative Lead and Operator Agreement Updates
- Federal Advocacy Update
- Communications Program Update







- Agreements expire at end of 2024
- Process for updates at Board meetings:
 - March introduced topics
 - June draft agreements
 - September approval
- Theme reflect current practice





- Changes common to both agreements:
 - Recitals updated to capture Alliance program changes
 - Changes to capital work performed based on type and complexity of work, rather than specific dollar amount
 - Operator performs normal O&M type projects
 - AL performs projects requiring engineering/design
 - Reporting requirements based on quarterly meeting cycle
 - Project based status updates
 - Removal of formation-era requirement (and resolution) to
 - provide notice before contracting



- Changes common to both agreements:
 - Update to term of agreements
 - Initial 5-year period
 - Automatic 5-year extension, unless objection
 - Updates related to delegated industrial pretreatment program
 - Minor housekeeping and editorial updates throughout both documents

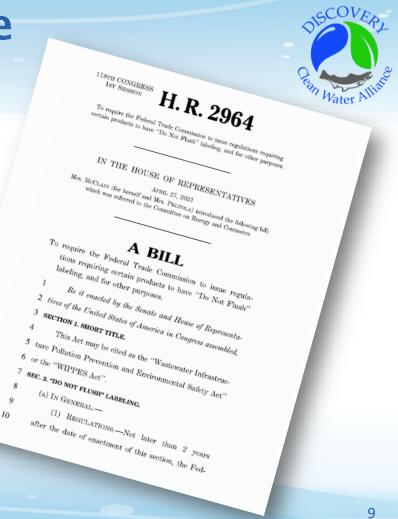


- Changes for AL agreement only:
 - Update to reflect evaluating all possible financing options, including state and federal grants and loans
- Changes for Operator agreement only:
 - Updated Exhibit A, listing all 10 Regional Assets
- Updates prepared by Alliance legal counsel
- All areas with changes highlighted in draft agreements attachment to AL report
- Present for approval at September meeting

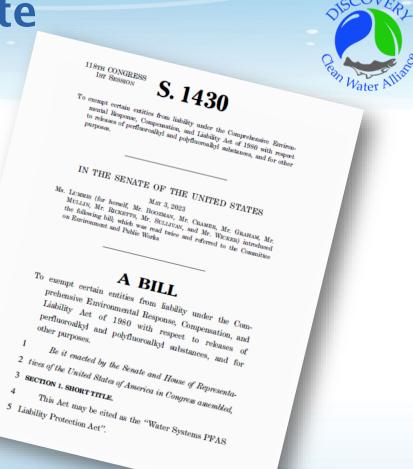




- WIPPES Act Bill H.R. 2964 (prohibits labeling as "flushable")
 - Rep. Perez as cosponsor
 - Passed House on June 11 with 351 votes in favor (56 against)
 - Senator Merkley leading Senate effort
 - Watch year-end appropriation processes



- CERCLA Bill S. 1430/H.R. 7944 (PFAS liability)
 - Introduction in the House
 - Rep. Perez as cosponsor (see press release as attachment)
 - Senate advocacy letter from Washington State water sector (included as attachment)



Alliance Funding Request

- EPA Grant: Salmon Creek Wastewater Treatment Plant Upgrades - \$3 million
 - Official notice received April 29
 - Attending EPA training
 - Determining compliance pathway for Alliance
 - Project carried by both Senator Murray and Representative Perez (see Columbian article attached)











- City of Ridgefield City Council January 25
- DC Fly-In April 8-11
 - NACWA Water Week
 - Productive meetings with three federal offices and EPA
- City of Battle Ground City Council - May 6



- Recent/Upcoming Treatment Plant Tours
 - Battle Ground City Councilmembers April 25
 - City of Vancouver Staff May 31
 - Ridgefield City Councilmember June 7
 - Battle Ground Operations Staff July 18





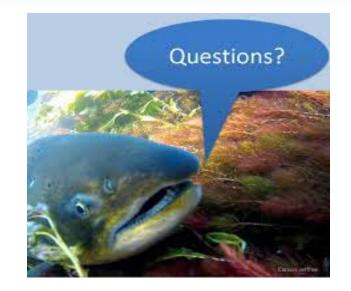


SCTP Annual Open House – June 4
 Focus on neighbors near facility
 Highlighting construction progress



Administrative Lead Report





John M. Peterson, P.E.

Executive Director Discovery Clean Water Alliance

General Manager Clark Regional Wastewater District

(360) 993-8819 jpeterson@crwwd.com

Attachment A



Staff Report

Board Meeting of September 20, 2024

xx. Contract Service Provider Agreement Updates – Operator and Administrative Lead

STAFF CONTACTS	PHONE	EMAIL
John M. Peterson, P.E., CRWWD General Manager / Alliance Executive Director Lee Marchisio, Alliance Attorney	360-993-8819 206-447-6264	jpeterson@crwwd.com lee.marchisio@foster.com

INTRODUCTION: The Alliance is now in its tenth year of operations as a regional wastewater transmission and treatment agency. As the Board is aware, the Alliance service delivery model relies heavily on contract service provider agreements with its Members. The current term of these agreements is through calendar year 2024. Therefore, both the Administrative Lead and Operator agreements need to be updated this year.

This staff report presents updated agreements reflecting programmatic changes over the last five years. The agreements were prepared by Alliance legal counsel and reflect recommendations by Clark Regional Wastewater District staff working in the Administrative Lead and Operator roles. These changes have been presented to the Alliance Standing Committees and reviewed previously in draft form with the Alliance Board of Directors.

The proposed updates are summarized below, and specific changes are highlighted in the attached agreements:

Changes applicable to both the Administrative Lead and Operator Agreements:

- Updates to the Recitals to reflect the historical development of the Alliance program, and agreements, over time.
- Changes to the characterization of the type of capital project work performed by the Administrative Lead and the Operator to reflect a more industry-standard approach. The previous division of work was based on a specific dollar amount threshold. The new division is based on the type of work typically performed by engineering capital programs compared to the work traditionally performed

by operations and maintenance staff. All work will be consistent with the Board-adopted Capital Plan and Operating and Capital Budgets.

- Updates to reporting requirements to reflect the current reporting approach, in the context of quarterly Board of Directors meetings. The Administrative Lead and Operator now report to the Board and Standing Committees about all projects in planning, design, or construction. The previous reporting procedure was established during the Alliance formation period and required reporting on each individual contract, and that reporting was required prior to contract execution. This change also supports a repeal of the outdated Alliance formation-era Resolution No. 2014-05 (Notice of Contracts) for the same reasons.
- Updates to the term of the agreements for an initial five-year period and an automatic subsequent five-year extension, unless one of the parties objects to the extension.
- Updates to reflect the delegated industrial wastewater pretreatment program.
- Minor housekeeping and editorial updates throughout the documents.

Changes applicable to the Administrative Lead Agreement only:

• Updates to the depiction of financing options to be considered for the Alliance, to better include all opportunities including state and federal grants and loans.

Changes applicable to the Operator Agreement only:

• Updates to Exhibit A – Assigned Regional Assets to consolidate the list and describe the anticipated completion of the Phase 5 Expansion program.

The proposed changes to the agreements and repeal of the outdated resolution better reflect how the Administrative Lead and Operator perform work for the Alliance today and how the Board continues its focus on broader policy, oversight and governance functions for the Alliance.

ACTIONS REQUIRED: Approval of the Alliance Administrative Lead Agreement; approval of the Alliance Operator Agreement; and adoption of Resolution No. 2024-XX, repealing Resolution No. 2014-05.

DISCOVERY CLEAN WATER ALLIANCE

RESOLUTION NO. 2024 – ___

A RESOLUTION OF DISCOVERY CLEAN WATER ALLIANCE, REPEALING RESOLUTION NO. 2014-05 (NOTICE OF CONTRACTS); AND PROVIDING FOR RELATED MATTERS.

BE IT RESOLVED by the Board of Directors (the "Board") of the Discovery Clean Water Alliance (the "Alliance") as follows:

Section 1. Findings and Determinations. The Board takes note of the following facts and makes the following findings and determinations:

(a) Under Section IV.B of the Discovery Clean Water Alliance Interlocal Formation Agreement (the "Alliance Agreement"), the Board exercises policy, oversight and governance functions for the Alliance.

(b) In accordance with Sections V.A and V.B of the Alliance Agreement, the Administrative Lead administers and manages the overall affairs of the Alliance and the Regional Assets, other than operation of the Regional Assets, pursuant to the Discovery Clean Water Alliance Administrative Lead Agreement (the "Administrative Lead Agreement"). Under Section 2.1.3 of the Administrative Lead Agreement, the Administrative Lead reports to the Board regarding Administrative Lead services and Alliance activities and projects, including Capital Plan delivery.

(c) In accordance with Sections V.A and V.C of the Alliance Agreement, the Operator operates the Assigned Regional Assets pursuant to the Discovery Clean Water Alliance Operator Agreement (the "Operator Agreement"). Under Section 2.1.5 of the Operator Agreement, the Operator reports to the Alliance and appropriate Alliance standing committees regarding its duties and responsibilities under the Operating Agreement, including delivery of significant maintenance and repair and replacement projects, and the capacity of the Assigned Regional Assets.

(d) Consistent with the Alliance Agreement and the Administrative Lead Agreement, the Board adopted Resolution No. 2019-06 to delegate certain routine administrative and business decision making authority to the Administrative Lead and all appropriate officers of the Administrative Lead to accomplish the purposes of the Alliance, thereby allowing the Board to focus its activities on its policy, oversight and governance functions for the Alliance.

(e) By Resolution No. 2014-05, the Board previously established a procedure to notify the Board and certain Alliance standing committees of contracts entered into by the Administrative Lead and the Operator.

(f) Consistent with the Alliance Agreement, the Administrative Lead Agreement, the Operator Agreement and Resolution No. 2019-06, and to further allow the Board to focus on its policy, oversight and governance functions for the Alliance, the Board now desires to repeal Resolution No. 2014-05.

Section 2. Repeal of Resolution No. 2014-05. Resolution No. 2014-05 is hereby repealed.

Section 3. Effective Date. This resolution is effective immediately upon its adoption.

ADOPTED by the Board of Directors of the Discovery Clean Water Alliance at a regular meeting held on June 21, 2024.

DISCOVERY CLEAN WATER ALLIANCE

Chair, Board of Directors

DISCOVERY CLEAN WATER ALLIANCE ADMINISTRATIVE LEAD AGREEMENT

[AMENDED AND RESTATED AS OF JANUARY 1, 2025] [PREVIOUSLY AMENDED AND RESTATED OCTOBER 2, 2020] [PREVIOUSLY AMENDED AND RESTATED JULY 1, 2018] [ORIGINAL AGREEMENT DATED JANUARY 18, 2013]

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington (the "District") and the DISCOVERY CLEAN WATER ALLIANCE, Clark County, Washington (the "Alliance"), each a Washington municipal corporation (collectively, the "Parties"). In consideration of the following terms and conditions, the Alliance and the District agree as follows.

RECITALS

A. On September 27, 2012, Clark County, the District, the City of Ridgefield, and the City of Battle Ground (collectively, the "Alliance Members") entered into the "Discovery Clean Water Alliance Interlocal Formation Agreement" (the "Alliance Agreement"). The Alliance Agreement provides for the formation of the Discovery Clean Water Alliance, pursuant to the Joint Municipal Utility Services Act, Chapter 39.106 RCW. On January 4, 2013, the Alliance Agreement was filed with the Washington Secretary of State and the Alliance was formed.

B. The purpose of the Alliance is to jointly provide regional wastewater transmission and treatment services to Alliance Members and other contracting municipal wastewater utilities.

C. The Alliance Agreement designated the District as the Administrative Lead to administer and manage the overall affairs of the Alliance for at least five years after the Alliance Operations Date, which occurred on January 1, 2015.

D. The initial Term of this Agreement was scheduled to expire on December 31, 2019, and the Parties extended the Term of this Agreement, as amended and restated as of July 1, 2018 (as further amended and restated as of October 2, 2020), for an additional five years to December 31, 2024. It is in the Parties' best interests to extend the Term of this Agreement, as further amended and restated herein, for five years to December 31, 2029, with an additional five-year extension to December 31, 2034.

E. Consistent with the Alliance Agreement, and pursuant to RCW 39.106.040 and RCW 57.08.005, the Alliance and the District desire to enter into this Agreement to set forth the terms and conditions of the District's continuing service as Administrative Lead.

AGREEMENT

1. <u>Definitions</u>. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as the terms that are defined in the "Definitions" section of the Alliance Agreement.

2. <u>District Services</u>. Under the direction of the Board, and consistent with the Alliance Agreement, resolutions and policies, and in consultation with the relevant Member agency committees established by the Board, the District shall serve as the Administrative Lead and shall provide the services described in this **Section 2** and any other services authorized by the Alliance (collectively, the "Services"). Without limitation, the District shall:

2.1 Executive and Administrative Services.

2.1.1 Assist and support the Board and its committees and advisory boards by performing necessary executive and administrative services, including preparation of agendas and packets for all Board, committee and advisory board meetings.

2.1.2 Represent the Alliance on regional and local wastewater initiatives, issues and matters.

2.1.3 Report periodically to the Board regarding Administrative Lead services and Alliance activities and projects, including Capital Plan delivery.

2.1.4 Monitor and carry out levels of service and standards associated with Alliance functions, defined in consultation with the relevant Alliance committees, and after review and endorsement by the Board.

2.1.5 Coordinate Administrative Lead duties and responsibilities with Operators and Members.

2.1.6 Implement public outreach and engagement services, as directed by the Board.

2.1.7 Serve as the Alliance SEPA lead agency.

2.1.8 Provide for an Alliance public records officer.

2.1.9 Serve as the Alliance Executive Director and designate the General Manager of the District to serve as the Alliance Executive Director to provide general supervision over delivery of the Services and all executive and administrative affairs of the Alliance.

2.2 <u>Financial and Treasury Services</u>.

2.2.1 Prepare or oversee preparation of Operating Budgets.

2.2.2 Prepare or oversee preparation of Capital Budgets consistent with Capital Plan development and adoption.

2.2.3 Develop and utilize financial accounting systems for Alliance functions, duties and reporting.

2.2.4 Monitor and carry out investment, debt or other financial policies defined in consultation with the relevant Member agency committees, and after review and endorsement by the Board.

2.2.5 Prepare or oversee preparation of computations and recommendations regarding the setting of Regional Service Charges.

2.2.6 Bill for and collect Regional Service Charges.

2.2.7 Prepare reports and recommendations regarding assumption of debt, the issuance of bonds, notes or other evidences of indebtedness, the receipt of grants and loans by state, federal and other entities, and other financing opportunities that may be available to the Alliance.

2.2.8 Provide compliance and post-issuance services for any Bonds issued by the Alliance consistent with Alliance debt policies.

2.2.9 Monitor and carry out Alliance Financial Policies (Exhibit A to the Alliance Agreement, as may be amended or replaced).

2.2.10 Prepare Annual Comprehensive Financial Reports.

2.2.11 Oversee and handle audits of Alliance operations and functions.

2.2.12 Serve as the Alliance Treasurer and designate the chief financial officer or treasurer of the District to serve as the Alliance Treasurer.

2.2.13 Invest excess cash reserves consistent with Alliance investment policies.

2.2.14 Carry out, or cause to be carried out, all usual, customary, statutory and regulatory duties and responsibilities of the Alliance Treasurer.

2.3 Capital Asset Program Management Services; Engineering Services.

2.3.1 <u>Capital Plan Development</u>. Prepare Capital Plans that assess regulatory requirements, industry trends, levels of service, capacity needs and restoration and replacement for Regional Assets; facilitate Board capital policy development in support of the Capital Plan.

2.3.2 <u>Capital Plan Delivery</u>. Manage, administer and implement capital improvements, repairs, upgrades, betterments and expansions of the Regional Assets included in approved Capital Plans up to the budgeted amounts specified in applicable Capital Budgets for such projects or project categories. Capital Plan delivery includes execution of contracts related to all aspects of project delivery, including, but not limited to, planning, permitting, right-of-way acquisition, surveying, engineering, design, construction and construction management.

2.3.3 <u>Regional Asset Development Review</u>. Coordinate and review plans for public and private development projects occurring within the vicinity of Regional Assets, including with the Members to identify such projects. Where projects involve work that may affect Regional Assets, review and approve engineering design and construction plans to protect or modify the Regional Assets, as appropriate.

2.3.4 <u>Regional Asset Wastewater Volume and Quality</u>. Administer, manage and oversee Alliance resolutions and regulatory requirements related to wastewater volume and quality, including administration of the delegated Alliance industrial wastewater pre-treatment program, issuance of discharge permits to industrial users discharging into the Regional Assets and performance of all duties and responsibilities associated with the program, as approved by the Washington State Department of Ecology; report to the Board periodically on the status of wastewater volume and quality of wastewater discharged by Members and contracting municipal wastewater utilities into the Regional Assets; coordinate preparation and adoption of member pretreatment regulations; report on Alliance, Member and quality regulations.

2.3.5 <u>Alliance Regulatory Compliance</u>. Administer, manage, oversee and perform Alliance monitoring, testing, reporting, duties and responsibilities under environmental regulatory permits, including NPDES permits and other permits and approvals for activities not performed by Operators or Members.

2.4 <u>Hiring, Personnel and Other Services</u>.

2.4.1 Hire and designate employees, contractors and consultants, including but not limited to legal counsel, engineers and planners, to assist the District in carrying out its duties and responsibilities under this Agreement.

2.4.2 Perform all other Administrative Lead duties and responsibilities under this Agreement and the Alliance Agreement.

3. <u>Powers and Authority; Compliance with Laws</u>. Except as otherwise provided in the Alliance Agreement, the District shall provide the Services in accordance with Title 57 RCW, the District Code and all other applicable laws, regulations and operating permits of the Regional Assets. Without limitation, the District shall:

3.1 Apply federal, state and local building, land use and environmental laws applicable to the District in providing the Services.

3.2 Apply District personnel laws to District employees in providing the Services.

3.3 Apply public works and procurement laws applicable to the District in providing the Services.

3.4 Apply and exercise the powers respecting surplus property applicable to the District in providing the Services.

4. Operating and Capital Budgets; Compensation; Payment for Services.

4.1 Consistent with Sections IV, V and VI of the Alliance Agreement, the Alliance operates under an Operating Budget and a Capital Budget. The District shall provide the Services within the authorizations of the Operating Budget and the Capital Budget.

4.2 The Alliance shall pay the District for all actual and reasonable costs incurred by the District for providing the Services, including but not limited to: allocable employee salaries and benefits; contractor and consultant services; administrative overhead, equipment, materials, supplies, utilities, taxes, fees and permits; allocable costs associated with full participation in the District's insurance and risk management program customary to all District departments, including district-wide (i) insurance premiums (or self-insurance risk pool insurance premiums) and (ii) liability fund contributions for the potential incurrence of any deductible costs (or self-insured retention costs); and capital improvements, repairs, upgrades, betterments and expansions to the Assigned Regional Assets managed and implemented by the District.

4.3 The District shall charge for providing the Services in accordance with rates and schedules set forth in the Operating Budget and in the Capital Budget.

4.4 The District shall submit monthly invoices for the Services provided under the authorization of the Operating Budget in a form and containing information reasonably required by the Alliance. Monthly invoices shall be equal to one-twelfth of the annual budget for the Services provided under the authorization of the Operating Budget, unless a separate schedule is set forth in the Operating Budget. If actual and reasonable costs of providing the Services under the authorization of the Operating Budget are less than the budgeted amounts paid to the District in any year, any fund reserves in excess of the amounts required by the Financial Policies (Exhibit A to the Alliance Agreement, as may be amended or replaced) will be taken into account in the Operating Budget or Budgets in subsequent years.

4.5 The District shall submit monthly invoices for the Services provided under the authorization of the Capital Budget in a form and containing information reasonably required by the Alliance. Monthly invoices shall be equal to the actual and reasonable costs incurred in that month for providing the Services under the authorization of the Capital Budget.

4.6 If the District determines that its allocations in the Operating Budget and in the Capital Budget are insufficient to cover all actual and reasonable costs of providing the Services, then the District shall promptly notify the Alliance of that deficiency. The Alliance shall coordinate adjustments to the Operating Budget and to the Capital Budget, as the case may be, with the District consistent with fund reserve requirements in the Financial Policies (Exhibit A to the Alliance Agreement, as may be amended or replaced). It is the intent of the Parties that the District's adjusted allocations from the Operating Budget and from the Capital Budget will cover all of the District's actual and reasonable costs of providing the Services.

4.7 Any payment that is delinquent after 60 days shall accrue interest at 12% per annum.

5. <u>Term and Effective Date</u>. This Agreement shall be effective and replace the existing Administrative Lead Agreement between the Parties, previously amended and restated as described in **Recital D**, as of January 1, 2025 and shall terminate on December 31, 2029 unless extended under **Section 5.1** (the "Term").

5.1 <u>Automatic Extensions</u>. The Term shall be automatically extended for one additional five-year period to December 31, 2034 unless the Alliance or the District notifies the other Party on or before December 31, 2028 that the Agreement shall not be extended. Thereafter, the Term shall be automatically extended for additional one-year periods unless the Alliance or the District notifies the other Party on or before December 31 of the calendar year prior to the calendar year in which the Agreement will expire, that

the Agreement shall not be extended. The Parties may also mutually agree to extend the Term for greater than one-year periods.

5.2 <u>Transition Planning</u>. Upon either Party's receipt of notice that the Agreement shall not be extended, the Parties shall work together to develop a mutually agreed upon transition plan, which shall include, but not be limited to, a process that incorporates the best reasonable effort of any successor Administrative Lead to hire District employees, as outlined in **Section 7** of this Agreement.

6. <u>Early Termination</u>. Either Party may terminate this Agreement for a material and substantial default by the other Party, if the default has not been cured in a reasonable period of time after written notice of default.

7. <u>District Employees</u>. If the Alliance transfers the Administrative Lead services to itself, the Alliance will use its best reasonable effort to hire the employees of the District who request continued employment in their previous or similar positions. If the Alliance transfers the Administrative Lead services to another entity, the Alliance shall require the other entity to use its best reasonable effort to hire the employees of the District who request continued employment in their previous or similar positions.

8. <u>Performance of Non-Alliance Services By the District</u>. The District may perform any retail and wholesale services that are not in conflict with the Services provided to the Alliance or in conflict with the District's duties and responsibilities under this Agreement.

9. <u>Cooperation</u>. The Parties shall cooperate fully in executing documents that are necessary for the District to provide the Services.

10. <u>Records</u>.

10.1 The District shall maintain accounts and records that sufficiently and properly document its provision of the Services and charges under this Agreement.

10.2 Upon reasonable notice, each Party shall have the right to inspect and copy, without charge, all non-privileged records held by the other Party relating to this Agreement.

11. Insurance and Indemnification.

11.1 <u>General</u>. The Alliance shall insure, at replacement cost value, the Assigned Regional Assets. The Alliance and the District shall obtain and maintain insurance, or self-insurance risk pool insurance, for their acts and omissions under this Agreement, with the same coverage and in the same amounts as is provided by each Party for its officers, employees and agents. Upon request of the Alliance or the District, the other

Party shall provide evidence of insurance, or self-insurance risk pool insurance, coverage in a form acceptable to the requesting Party.

11.2 <u>Alliance Liability Insurance</u>. The Alliance certifies that it is, and the Alliance shall remain, a member of the Water & Sewer Risk Management Pool ("WSRMP") as provided by RCW 48.62.031 (or by a comparable self-insurance risk pool or insurance provider or providers), and that it is covered by the WSRMP's Joint Self-Insurance Liability Policy. For any claim submitted under Chapter 4.96 RCW (*"Actions against political subdivisions, municipal and quasi-municipal corporations"*) against the Alliance, its employees, officials, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Alliance and/or its employees, officials, officers, volunteers and agents are found to be liable for, the Alliance shall seek coverage under applicable insurance or self-insurance risk pool insurance.

11.3 <u>Alliance Minimum Coverage</u>. The following insurance types and limits shall be maintained by the Alliance:

11.3.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage Liability, Public Officials Errors and Omissions and Automobile Liability; and

11.3.2 Workers Compensation per state statute and federal law, if applicable.

11.4 <u>District Liability Insurance</u>. The District certifies that it is, and the District shall remain, a member of the Water & Sewer Risk Management Pool ("WSRMP") as provided by RCW 48.62.031 (or by a comparable self-insurance risk pool or insurance provider or providers), and that it is covered by the WSRMP's Joint Self-Insurance Liability Policy. For any claim submitted under Chapter 4.96 RCW (*"Actions against political subdivisions, municipal and quasi-municipal corporations"*) against the District, its employees, officials, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the District and/or its employees, officials, officers, volunteers and agents are found to be liable for, the District shall seek coverage under applicable insurance or self-insurance risk pool insurance.

11.5 <u>District Minimum Coverage</u>. The following insurance types and limits shall be maintained by the District:

11.5.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage Liability, Public Officials Errors and Omissions and Automobile Liability; and

11.5.2 Workers Compensation per state statute and federal law.

11.6 Indemnification. The District and the Alliance shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the indemnifying Party in performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnified Party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, the indemnifying Party's liability hereunder, including the duty and cost to defend, shall be only to the extent of the indemnifying Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the indemnifying Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this **Section 11.6** shall survive the expiration or termination of this Agreement. It is the understanding of the Parties that the District's actual and reasonable costs of providing the Services under Section 4.2 will include participation in the District's insurance and risk management program. The District's insurance and risk management program will cover all costs incurred by the District under this Section 11.6, and such costs shall not be included in adjustments to the Operating Budget or to the Capital Budget under Section 4.6 of this Agreement.

11.7 <u>Participation in Legal Action</u>. In the event any suit under **Section 11.6** is brought against either Party, each Party retains the right to participate in the suit if any principle of law is involved.

12. <u>Dispute Resolution; Remedies</u>. The Parties shall first attempt to resolve a dispute by discussions between representative(s) of the Alliance and the District. If the discussions are not successful, the Parties may thereafter elect mediation or arbitration, including binding arbitration, or pursue any available remedies under law. If mediation or arbitration is selected, the costs shall be divided equally between the Alliance and the District.

13. <u>Notices</u>. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested.

If to the Alliance, the notice shall be sent to:

Chair of the Board Discovery Clean Water Alliance c/o Clark Regional Wastewater District 8000 NE 52nd Court PO Box 8979 Vancouver WA 98668-8979

with a copy to:

Lee Marchisio Foster Garvey PC 1111 3rd Avenue STE 3000 Seattle WA 98101-3299

If to the Administrative Lead, the notice shall be sent to:

General Manager Clark Regional Wastewater District 8000 NE 52nd Court PO Box 8979 Vancouver WA 98668-8979

with a copy to:

Eric Frimodt Inslee, Best, Doezie & Ryder, P.S. Skyline Tower 10900 NE 4th Street, Suite 1500 Bellevue WA 98004

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

14. <u>Severability</u>. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

15. <u>Entire Agreement; Amendment</u>. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

16. <u>Successors and Assigns</u>. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

17. <u>Survival</u>. **Section 11.6**, Indemnification, shall survive the Term, and any extensions thereof, of this Agreement.

18. <u>No Third Party Rights</u>. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

19. <u>No Joint Venture</u>. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

20. <u>Jurisdiction and Venue</u>. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Clark County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

21. <u>Enforcement; No Waiver; Prevailing Party Costs</u>. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party. The failure of a Party to exercise any right or enforce any provision of this Agreement shall not be considered a waiver of such right or enforcement remedy.

22. <u>Independent Contractor.</u> The District is and shall be at all times during the Term of this Agreement an independent contractor and not an employee of the Alliance. District employees are not and, at all times during the Term of this Agreement, shall not be considered Alliance employees.

23. <u>Counterparts.</u> This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

[Signature page follows]

The Parties have caused this Agreement to be executed by their authorized representatives.

DISCOVERY CLEAN WATER ALLIANCE CLARK REGIONAL WASTEWATER DISTRICT

Shane Bowman, Chair

Date: _____

Neil Kimsey, President

Date:

Attested to:

Sue Marshall, Secretary

Approved as to form:

Lee Marchisio, Alliance Attorney

Attested to:

Norm Harker, Secretary

Approved as to form:

Eric Frimodt, District Attorney

DISCOVERY CLEAN WATER ALLIANCE OPERATOR AGREEMENT

[AMENDED AND RESTATED AS OF JANUARY 1, 2025] [PREVIOUSLY AMENDED AND RESTATED JANUARY 1, 2022] [PREVIOUSLY AMENDED AND RESTATED JANUARY 1, 2020] [PREVIOUSLY AMENDED AND RESTATED JULY 1, 2018] [ORIGINAL AGREEMENT EFFECTIVE JULY 1, 2017]

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington (the "District") and the DISCOVERY CLEAN WATER ALLIANCE, Clark County, Washington (the "Alliance"), each a Washington municipal corporation (collectively, the "Parties"). In consideration of the following terms and conditions, the Alliance and the District agree as follows.

RECITALS

A. On September 27, 2012, Clark County, Clark Regional Wastewater District, the City of Ridgefield, and the City of Battle Ground (collectively, the "Alliance Members") entered into the "Discovery Clean Water Alliance Interlocal Formation Agreement" (the "Alliance Agreement"). The Alliance Agreement provides for the formation of the Discovery Clean Water Alliance, pursuant to the Joint Municipal Utility Services Act, Chapter 39.106 RCW. On January 4, 2013, the Alliance Agreement was filed with the Washington Secretary of State and the Alliance was formed.

B. The purpose of the Alliance is to jointly provide regional wastewater transmission and treatment services to Alliance Members and other contracting municipal wastewater utilities.

C. The Alliance provides services through regional wastewater transmission and treatment facilities (the "Regional Assets"). The Alliance Agreement designated the City of Ridgefield and Clark County as the initial Operators of certain Regional Assets. The Alliance Agreement does not designate the Operators of new Regional Assets or any successors to the initial Operators.

D. On July 1, 2017, the Board designated the District as Operator of the Regional Biofilter, and the Parties entered into this Agreement to set forth the terms and conditions of the District's service as Operator of that Regional Asset. The Parties subsequently amended and restated this Agreement on the following dates, ultimately designating the District Operator of all Regional Assets:

July 1, 2018 to designate the District as Operator of the Ridgefield Treatment Plant & Outfall in conjunction with the removal of the City of Ridgefield as Operator of that Regional Asset;

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January 1, 2020 to designate the District as Operator of the Salmon Creek Interceptor, the Klineline Interceptor and the Battle Ground Force Main in conjunction with the removal of Clark County as Operator of those Regional Assets; and

January 1, 2022 to designate the District as Operator (effective July 1, 2022) of the 36 Avenue Pump Station and Force Main, the 117 Street Pump Station and Force Main and the Salmon Creek Treatment Plant & Outfall in conjunction with the removal of Clark County as Operator of those Regional Assets.

The Regional Assets assigned to the District in this **Recital D** are described in the attached **Exhibit A** (the "Assigned Regional Assets").

E. The most recent designation of the District as Operator of the 36 Avenue Pump Station and Force Main, the 117 Street Pump Station and Force Main and the Salmon Creek Treatment Plant & Outfall occurred in response to a request from Clark County by letter dated September 17, 2021, in which Clark County took note of "... the progress the Alliance has made, budgetary pressures due to the ongoing pandemic, and the transitory state of affairs at the Salmon Creek Wastewater Treatment Plant …" and requested "that the Alliance begin working toward an early termination of the county's Operator Agreement …." Consistent with Clark County's request, the District assumed Clark County's responsibilities as Operator of those remaining Regional Assets previously assigned to Clark County as of July 1, 2022.

F. The initial Term of this Agreement was scheduled to expire on December 31, 2019, and the Parties extended the Term of this Agreement, as amended and restated as of July 1, 2018 (as further amended and restated as described in Recital D), for an additional five years to December 31, 2024. It is in the Parties' best interests to extend the Term of this Agreement, as further amended and restated herein, for five years to December 31, 2029, with an additional five-year extension to December 31, 2034.

G. Consistent with the Alliance Agreement, and pursuant to RCW 39.106.040 and RCW 57.08.005, the Alliance and the District desire to enter into this Agreement to set forth the terms and conditions of the District's continuing service as Operator of the Assigned Regional Assets.

AGREEMENT

1. <u>Definitions</u>. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as the terms that are defined in the "Definitions" section of the Alliance Agreement.

 <u>District Services</u>. Consistent with the Alliance Agreement, resolutions and policies, and in consultation with the relevant Member agency committees established by the Board, the District shall serve as Operator of the Assigned Regional Assets and provide the services described in this **Section 2** and any other services authorized by the Alliance (collectively, the "Services"). Without limitation, the District shall:

2.1 <u>Asset Management Services</u>.

2.1.1 Operate the Assigned Regional Assets.

2.1.2 Make decisions on the use or application of processes, equipment and facilities, and control other operating decisions over the Assigned Regional Assets.

2.1.3 Maintain the Assigned Regional Assets consistent with customary asset management practices for wastewater facilities in Washington State of similar size and type, including preventative maintenance, repair, rebuild and replacement-in-kind at end of useful life, up to the budgeted amounts specified in the maintenance and repair and replacement elements of approved Operating Budgets and Capital Budgets for such projects or project categories. Work will be performed by Operator staff, specialized service contractors and equipment vendors, as appropriate, to keep the Assigned Regional Assets in good working order during the expected life of the assets.

2.1.4 Accommodate Capital Plan delivery by the Administrative Lead.

2.1.5 Report periodically to the Alliance and appropriate standing committees regarding its duties and responsibilities under this Agreement, including delivery of significant maintenance and repair and replacement projects, and the capacity of the Assigned Regional Assets.

2.1.6 Coordinate its duties and responsibilities under this Agreement actively with the Administrative Lead.

2.2 <u>Wastewater Treatment Services</u>.

2.2.1 Receive, transport and treat wastewater discharged by Alliance Members up to the combined Allocated Capacity expressed as MGD of MMF for the Assigned Regional Assets.

2.2.2 Receive, transport and treat wastewater from non-Members under contract with the Alliance or as determined by the Alliance up to the combined Allocated Capacity.

2.2.3 Receive, transport and treat wastewater exceeding the combined Allocated Capacity under terms agreed to by the Parties.

2.2.4 Receive, transport and treat septage under terms approved by the Alliance.

2.3 <u>Hiring, Personnel and Other Services</u>.

2.3.1 Hire and designate employees, contractors and consultants to assist the District in carrying out its duties and responsibilities under this Agreement.

2.3.2 Perform all other Operator duties and responsibilities with respect to the Assigned Regional Assets under this Agreement and the Alliance Agreement.

3. <u>Authority; Compliance with Laws; Levels of Service</u>.

3.1 <u>Powers and Authority</u>. The District shall have full power and authority to control the Assigned Regional Assets in providing the Services, including, but not limited to, hiring and designating employees, contractors and consultants, making decisions on the use or application of processes, equipment and facilities, and controlling other operating decisions. Neither the Alliance, nor an individual Board member or a governmental Member (other than the District), may direct the District to appoint or remove its employees, contractors or consultants, nor shall the Alliance, an individual Board member or a governmental Member (other than the District. This restriction does not prohibit the Board, in open session, from fully and freely discussing, with representatives of the District, anything pertaining to appointments and removals of employees, contractors or consultants.

3.2 <u>Compliance with Laws</u>. Except as otherwise provided in the Alliance Agreement, the District shall provide the Services in accordance with Title 57 RCW, the District Code and all other applicable laws, regulations and operating permits of the Assigned Regional Assets. Without limitation, the District shall:

3.2.1 Apply federal, state and local building, land use and environmental laws applicable to the District in providing the Services.

3.2.2 Apply District personnel laws to District employees in providing the Services.

3.2.3 Apply public works and procurement laws applicable to the District in providing the Services.

3.2.4 Apply and exercise the powers respecting surplus property applicable to the District in providing the Services.

3.3 <u>Levels of Service and Operating Standards</u>. The District shall comply with the minimum levels of service and basic operating standards adopted by the Alliance. The minimum levels of service and standards adopted by the Alliance shall be consistent with customary practices for wastewater facilities in Washington State of the size and type comprising the Assigned Regional Assets.

4. <u>Operating Budget; Compensation; Payment for Services</u>.

4.1 <u>Operating Budget and Capital Budget</u>. Consistent with Sections IV, V and VI of the Alliance Agreement, the Alliance operates under an Operating Budget and a Capital Budget for the Assigned Regional Assets. The District shall provide the Services within the authorization of the Operating Budget.

4.2 <u>Budget Process</u>.

4.2.1 The District shall propose and submit to the Administrative Lead a budget for providing the Services as a component of the Operating Budget no later than September 1 of the year the Operating Budget is to be adopted and shall recommend to the Administrative Lead capital improvements as a component of the Capital Budget no later than September 1 of the year the Capital Budget is to be adopted.

4.2.2 The District shall submit to the Alliance quarterly reports for all actual and reasonable costs incurred by the District for providing the Services.

4.2.3 If the District determines that its allocation in the Operating Budget is insufficient to cover all actual and reasonable costs of providing the Services, then the District shall promptly notify the Alliance of that deficiency. The Alliance shall coordinate adjustments to the Operating Budget with the District consistent with fund reserve requirements in the Financial Policies (Exhibit A to the Alliance Agreement). It is the intent of the Parties that the District's adjusted allocation from the Operating Budget will cover all of the District's actual and reasonable costs of providing the Services.

4.2.4 If actual and reasonable costs of providing the Services are less than the budgeted amounts paid to the District in any year, any fund reserves in excess of the amounts required by the Financial Policies (Exhibit A to the Alliance Agreement) will be taken into account in the Operating Budget or Budgets in subsequent years.

4.3 <u>Calculation of Payments</u>.

4.3.1 The Alliance shall pay the District for all actual and reasonable costs incurred by the District for providing the Services, including, but not limited to: allocable employee salaries and benefits; contractor and consultant services; administrative overhead, equipment, materials, supplies, utilities, taxes, fees and permits; allocable costs associated with full participation in the District's insurance and risk management program customary to all District departments, including district-wide (i) insurance premiums (or self-insurance risk pool insurance premiums) and (ii) liability fund contributions for the potential incurrence of any deductible costs (or self-insured retention costs); and capital improvements, including preventative maintenance, repair, rebuild and replacement-in-kind at end of useful life, related to the Assigned Regional Assets managed and implemented by the District.

4.3.2 Any payment that is delinquent after 60 days shall accrue interest at 12% per annum.

4.3.3 The Alliance shall include in the Operating Budget all actual and reasonable costs estimated to be incurred by the District for providing the Services and shall remit to the District each month one-twelfth of its total allocation in the Operating Budget over the applicable year.

5. <u>Calculation of Wastewater Flow and Capacity</u>.

5.1 The District shall accept wastewater volumes up to the combined Allocated Capacity expressed as MGD of MMF in Exhibit B of the Alliance Agreement (as may be adjusted from time to time by the Board), within the authorization of the Operating Budget and Capital Budget, and irrespective of individual Member contribution levels. The District shall compensate the Alliance for costs, penalties, and liabilities associated with the District failing to accept up to the combined Allocated Capacity of wastewater caused by the District's gross negligence or willful actions or omissions in violation of this Agreement. This provision does not limit the District from providing wastewater services beyond the combined Allocated Capacity expressed in Exhibit B of the Alliance Agreement, if approved by the Alliance.

5.2 Neither the Alliance nor any Alliance Member may discharge into the Assigned Regional Assets wastewater in excess of its combined Allocated Capacity. The District may decline to accept and treat any wastewater volumes in excess of the combined Allocated Capacity. Unless otherwise provided in this Agreement or by agreement between the District and the Alliance, the District will not serve non-Member customers.

5.3 If the District determines the volume of wastewater discharge by Alliance Members is in excess of the combined Allocated Capacity of any given month as measured by MGD of MMF, the Alliance shall pay any additional costs incurred by the District to treat the excess discharged wastewater, as well as related costs to treat and transport the excess amount and including any costs, penalties and liabilities associated

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with the treatment or discharge of that wastewater in excess of the NPDES permit or other applicable regulations. The District shall provide the Alliance an accounting of its additional costs resulting from receiving, transporting and treating excess wastewater. The District's acceptance of excess wastewater on any occasion or occasions shall not bind the District to accept excess wastewater on any other occasion.

5.4 When the wastewater discharge reaches 85% of the combined Allocated Capacity, the District shall notify the Alliance. The Alliance shall commence the preparation of plans for the usage of its remaining combined Allocated Capacity and, if needed, provide for additional capacity beyond the combined Allocated Capacity limit.

5.5 If the Assigned Regional Assets are unable to receive, transport and treat the combined Allocated Capacity for wastewater in the Alliance Agreement and maintain compliance with its NPDES permit, the Alliance shall develop a capital improvement plan to ensure future compliance.

The Alliance and the District shall cooperate with each other to determine 5.6 the source of possible violations of applicable law, regulations and permits (including applicable NPDES Permits). To the extent not covered by insurance required under Section 12 of this Agreement, if the District is fined or otherwise penalized by local, State or Federal agencies for failure to operate or maintain the Assigned Regional Assets in accordance with the requirements of those agencies, the Alliance shall pay the costs of such agency fines or penalties, including associated administrative, legal and engineering costs incurred by the District. If the Alliance desires the District to pay such agency fines and penalties not covered by insurance required under Section 12 of this Agreement, it must notify the District, and the District shall do so as an actual and reasonable cost of providing the Services and adjust its internal budget for operating the Assigned Regional Assets accordingly. The District shall undertake all reasonable efforts to seek recovery for the costs of such liabilities under applicable insurance or self-insurance risk pool insurance. To the extent not covered by insurance required under Section 12 of this Agreement, the District shall be responsible for any agency fines or penalties and associated administrative, legal and engineering costs caused by its grossly negligent, wanton or intentionally wrongful actions or omissions or by actions in violation of this Agreement.

5.7 The District shall make all reasonable efforts to accommodate the Alliance in implementing and completing capital improvements to the Assigned Regional Assets.

6. <u>Wastewater Quality Standards and Programs</u>.

6.1 The Alliance administers an approved industrial wastewater pretreatment program to comply with applicable federal and state laws and regulations, as administered by the Washington State Department of Ecology. The Alliance is responsible for implementing the industrial wastewater pretreatment program in compliance with the Clean Water Act as a condition of applicable Agreed Orders and NPDES Permits. The Alliance is responsible for identification of dischargers, issuance of control documents, issuance of permits, compliance enforcement and collection of any special fees, penalties or other associated extraordinary charges.

6.2 The Alliance implements and enforces wastewater quality standards under the industrial wastewater pretreatment program for wastewater transported to and treated by the Regional Assets, including under discharge agreements with Member and non-Member jurisdictions and through adoption by Members and non-Members of pretreatment regulations that are not less stringent than the Alliance industrial wastewater pretreatment program. The Alliance shall enforce compliance by Members and non-Member contributors with the wastewater quality standards, including to prevent the discharge of wastewater into the Assigned Regional Assets that does not meet the wastewater quality standards. The District shall monitor the quality of wastewater delivered to and treated by the Assigned Regional Assets in accordance with the pretreatment program requirements to assist the Alliance in implementing and enforcing the wastewater quality standards.

6.3 The District is obligated to treat only wastewater that meets the wastewater quality standards required by the Alliance. The District may decline to transport and treat wastewater from Members that does not conform to applicable federal and state standards for wastewater. If the District receives wastewater not in compliance with Alliance wastewater quality standards, the District shall notify the Alliance. The Alliance shall compensate the District for costs, penalties and liabilities associated with receiving, treating and discharging nonconforming wastewater.

6.4 The District and the Alliance shall cooperate to develop, as needed, resolutions, procedures and programs to mitigate Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) levels, metals and other pollutant levels that are higher or lower than acceptable norms, as determined by regulatory requirements, maintenance or operational requirements or by generally accepted environmental practices.

7. <u>Term and Effective Date</u>. This Agreement shall be effective and replace the existing Operator Agreement between the Parties, previously amended and restated as described in **Recital D**, as of January 1, 2025 and shall terminate on December 31, 2029 unless extended under **Section 7.1** (the "Term").

7.1 <u>Automatic Extensions</u>. The Term shall be automatically extended for one additional five-year period to December 31, 2034 unless the Alliance or the District notifies the other Party on or before December 31, 2028 that the Agreement shall not be extended. Thereafter, the Term shall be automatically extended for additional one-year periods unless the Alliance or the District notifies the other Party on or before December 31 of the calendar year prior to the calendar year in which the Agreement will expire, that

the Agreement shall not be extended. The Parties may also mutually agree to extend the Term for greater than one-year periods.

7.2 <u>Transition Planning</u>. Upon either Party's receipt of notice that the Agreement shall not be extended, the Parties shall work together to develop a mutually agreed upon transition plan, which shall include, but not be limited to, a process that incorporates the best reasonable effort of any successor Operator to hire District employees, as outlined in **Section 9** of this Agreement.

8. <u>Early Termination</u>. Either Party may terminate this Agreement for a material and substantial default by the other Party, if the default has not been cured in a reasonable period of time after written notice of default.

9. <u>District Employees</u>. If the Alliance assumes the responsibilities of Operator of Regional Assets previously assigned to the District, the Alliance will use its best reasonable effort to hire the employees of the District who request continued employment in their previous or similar positions. If the Alliance transfers Operator services over Regional Assets previously assigned to the District to another entity, the Alliance shall require the other entity to use its best reasonable effort to hire the employees of the District to another entity, the Alliance shall require the other entity to use its best reasonable effort to hire the employees of the District who request continued employment in their previous or similar positions.

10. <u>Performance of Non-Alliance Services by the District</u>. Upon the approval of the Alliance, the District may perform retail and wholesale services with respect to the Assigned Regional Assets that are not in conflict with the Services provided to the Alliance or in conflict with the District's duties and responsibilities under this Agreement. This **Section 10** does not limit the District from carrying out the purposes of chapter 57.08 RCW in its discretion with respect to non-Alliance facilities or activities.

11. <u>Records</u>.

11.1 The District shall maintain accounts and records that sufficiently and properly document its provision of the Services and charges under this Agreement.

11.2 Upon reasonable notice, each Party shall have the right to inspect and copy, without charge, all non-privileged records held by the other Party relating to this Agreement.

12. <u>Insurance and Indemnification</u>.

12.1 <u>General</u>. The Alliance shall insure, at replacement cost value, the Assigned Regional Assets. The Alliance and the District shall obtain and maintain insurance, or self-insurance risk pool insurance, for their acts and omissions under this Agreement, with the same coverage and in the same amounts as is provided by each Party for its officers, employees and agents. Upon request of the Alliance or the District, the other

Party shall provide evidence of insurance, or self-insurance risk pool insurance, coverage in a form acceptable to the requesting Party.

12.2 <u>Alliance Liability Insurance</u>. The Alliance certifies that it is, and the Alliance shall remain, a member of the Water & Sewer Risk Management Pool ("WSRMP") as provided by RCW 48.62.031 (or by a comparable self-insurance risk pool or insurance provider or providers), and that it is covered by the WSRMP's Joint Self-Insurance Liability Policy. For any claim submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the Alliance, its employees, officials, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Alliance and/or its employees, officials, officers, volunteers and agents are found to be liable for, the Alliance shall seek coverage under applicable insurance or self-insurance risk pool insurance.

12.3 <u>Alliance Minimum Coverage</u>. The following insurance types and limits shall be maintained by the Alliance:

12.3.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage Liability, Public Officials Errors and Omissions and Automobile Liability; and

12.3.2 Workers Compensation per state statute and federal law, if applicable.

12.4 <u>District Liability Insurance</u>. The District certifies that it is, and the District shall remain, a member of the Water & Sewer Insurance Pool ("WSRMP") as provided by RCW 48.62.031 (or by a comparable self-insurance risk pool or insurance provider or providers), and that it is covered by the WSRMP's Joint Self-Insurance Liability Policy. For any claim submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the District, its employees, officials, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the District and/or its employees, officials, officers, volunteers and agents are found to be liable for, the District shall seek coverage under applicable insurance or self-insurance risk pool insurance.

12.5 <u>District Minimum Coverage</u>. The following insurance types and limits shall be maintained by the District:

12.5.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage Liability, Public Officials Errors and Omissions and Automobile Liability; and

12.5.2 Workers Compensation per state statute and federal law.

12.6 Indemnification. The District and the Alliance shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the indemnifying Party in performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnified Party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, the indemnifying Party's liability hereunder, including the duty and cost to defend, shall be only to the extent of indemnifying Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the indemnifying Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this **Section 12.6** shall survive the expiration or termination of this Agreement. It is the understanding of the Parties that the District's actual and reasonable costs of providing the Services under Section 4.3.1 and its corresponding budget proposals under Section 4.2.1 will include participation in the District's insurance and risk management program. The District's insurance and risk management program will cover all costs incurred by the District under this **Section 12.6**, and such costs shall not be included in adjustments to the Operating Budget under Section 4.2.3 of this Agreement.

12.7 <u>Participation in Legal Action</u>. In the event any suit under **Section 12.6** is brought against either Party, each Party retains the right to participate in the suit if any principle of law is involved.

13. <u>Dispute Resolution; Remedies</u>. The Parties shall first attempt to resolve a dispute by discussions between representative(s) of the Alliance and the District. If the discussions are not successful, the Parties may thereafter elect mediation or arbitration, including binding arbitration, or pursue any available remedies under law. If mediation or arbitration is selected, the costs shall be divided equally between the Alliance and the District.

14. <u>Notices</u>. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested.

If to the Alliance, the notice shall be sent to:

Chair of the Board Discovery Clean Water Alliance c/o Clark Regional Wastewater District 8000 NE 52nd Court PO Box 8979 Vancouver WA 98668-8979 with a copy to:

Lee Marchisio Foster Garvey PC 1111 3rd Avenue STE 3000 Seattle WA 98101-3299

If to the Operator, the notice shall be sent to:

General Manager Clark Regional Wastewater District 8000 NE 52nd Court PO Box 8979 Vancouver WA 98668-8979

with a copy to:

Eric Frimodt Inslee, Best, Doezie & Ryder, P.S. Skyline Tower 10900 NE 4th Street, Suite 1500 Bellevue, WA 98004

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

15. <u>Severability</u>. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

16. <u>Entire Agreement; Amendment</u>. This Agreement, and the exhibit attached hereto or referenced herein, contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

17. <u>Successors and Assigns</u>. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

18. <u>Survival</u>. **Section 12.6**, Indemnification, shall survive the Term, and any extensions thereof, of this Agreement.

19. <u>No Third Party Rights</u>. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

20. <u>No Joint Venture</u>. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

21. <u>Jurisdiction and Venue</u>. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Clark County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

22. <u>Enforcement; No Waiver; Prevailing Party Costs</u>. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party. The failure of a Party to exercise any right or enforce any provision of this Agreement shall not be considered a waiver of such right or enforcement remedy.

23. <u>Independent Contractor</u>. The District is and shall be at all times during the Term of this Agreement an independent contractor and not an employee of the Alliance. District employees are not and, at all times during the Term of this Agreement, shall not be considered Alliance employees.

24. <u>Counterparts</u>. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

[Signature page follows]

The Parties have caused this Agreement to be executed by their authorized representatives.

DISCOVERY CLEAN WATER ALLIANCE CLARK REGIONAL WASTEWATER DISTRICT

Shane Bowman, Chair

Date: _____

Date:

Attested to:

Sue Marshall, Secretary

Approved as to form:

Lee Marchisio, Alliance Attorney

Attested to:

Norm Harker, Secretary

Neil Kimsey, President

Approved as to form:

Eric Frimodt, District Attorney

EXHIBIT A ASSIGNED REGIONAL ASSETS

System Name	No.	Regional Asset Name	Regional Asset Description
Salmon Creek Wastewater Management System (SCWMS)	1	Interceptor System	
		Salmon Creek Interceptor	4.6 mile long gravity pipeline located on the south side of the Salmon Creek drainage. The interceptor collects and conveys wastewater from partner agencies to regional pump stations. The pipeline was constructed in segments from the mid to late 1970's (21-42-inch diameter pipe routed from Betts Bridge to 36 Ave).
	2	Klineline Interceptor	1.8 mile long gravity pipeline located parallel to the Salmon Creek Interceptor. The pipeline was constructed in segments from 2002 to 2006 (48-inch diameter pipe routed from Salmon Creek Ave & NE 127 St to 117 St PS).
	2a	Regional Biofilter – Upper Klineline Interceptor	A regional biofilter located near Salmon Creek Avenue at Liberty Bible Church of the Nazarene that mitigates H2S from BG Force Main and St. John Interceptor.
	3	Pump Station (PS) System	
		36 Avenue PS	Raw sewage PS located at 14014 NW 36 Ave in Vancouver, WA. The station pumps wastewater from the Salmon Creek interceptor to SCTP. Pump station was constructed in mid 1970's and remodeled in 1994 and 2005.
	<mark>4</mark>	117 Street PS (aka Klineline PS)	Raw sewage PS located at 1110 NE 117 St in Vancouver, WA. The station pumps wastewater from Salmon Creek and Klineline interceptors to SCTP. Pump station was constructed in 2008.
	<mark>5</mark>	Force Mains (FM) System	
		36 Avenue PS FM	24-inch diameter FM routed from 36 Ave PS to SCTP. The FM runs approximately 1.4 miles along the south side of the Salmon Creek and discharges to SCTP. Pipeline was constructed in mid 1970's.
	<mark>6</mark>	117 Street PS FM	Dual 30-inch diameter FMs routed from 117 St PS to SCTP. The FM runs approximately 4.9 miles along public rights-of-way to the SCTP. Pipeline was constructed in segments from 2004 to 2008.
	7	Salmon Creek Treatment Plant (SCTP) & Outfall	
			Secondary treatment plant originally constructed in the mid 1970s, with four major expansion phases. The plant is located at 15100 NW McCann Rd, in Vancouver, WA. The plant outfall is a 30-inch diameter pipeline routed west of the plant 1.3 miles, terminating in the Columbia River between mile 95 and 96. The Phase 5 Expansion Program is being implemented (to be complete in 2025), including a fifth major SCTP expansion phase, a second effluent pipeline (48-inch diameter), and a new 48-inch diameter Columbia River Outfall.
Ridgefield Treatment System	8	Ridgefield Treatment Plant (RTP) & Outfall	
			Secondary treatment plant originally constructed in 1959 with several upgrades since then. The plant is located on West Cook St in Ridgefield. The plant outfall is a 10-inch diameter pipeline routed west of the plant 0.2 miles, terminating in Lake River.
.E		Battle Ground FM	
Battle Ground Force Main System	9	(Including odor control system for FM)	9 mile long 16-inch diameter FM with bioxide chemical injection facility routed southwesterly from McClure PS to Klineline interceptor at Salmon Creek Ave. Pipeline was constructed in 1993.

Attachment B

From: MGP Press <<u>MGPPress@mail.house.gov</u>>

Sent: Tuesday, April 16, 2024 11:12 AM

To: MGP Press <<u>MGPPress@mail.house.gov</u>>

Subject: RELEASE: Gluesenkamp Perez, Curtis Introduce Legislation to Shield Southwest Washington Ratepayers from PFAS Cleanup Costs



FOR IMMEDIATE RELEASE April 16, 2024 Contact: <u>mgppress@mail.house.gov</u>

<u>Gluesenkamp Perez, Curtis Introduce Legislation to Shield Southwest</u> <u>Washington Ratepayers from PFAS Cleanup Costs</u>



Rep. Gluesenkamp Perez visits the Salmon Creek Wastewater Treatment Plant.

WASHINGTON, D.C. – Last week, <u>Rep. Marie Gluesenkamp Perez (WA-03)</u> and Rep. John Curtis (UT-03) introduced the bipartisan *Water Systems PFAS Liability Protection Act* to ensure that water utilities can continue to focus their efforts on maintaining water quality rather than defending themselves when PFAS polluters seek to dilute their liability.

"PFAS chemicals have harmful effects on our health and children's development – and water utilities are on the front line of the treatment and disposal of these substances," **said Rep. Gluesenkamp Perez.** "This bipartisan legislation will help ensure policies to hold PFAS polluters accountable aren't having unintended consequences on water utilities and ratepayers, especially in small and rural communities."

In 2022, the EPA formally announced plans to designate two of the most common PFAS – Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) – as hazardous substances under the *Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)*.

If finalized, this designation could put drinking water utilities at risk of incurring cleanup liability when they take necessary steps to remove and dispose of PFAS deposited into water supplies by upstream polluting industries. In addition, wastewater and stormwater utilities could also be put at risk as they receive PFAS chemicals through the raw influent that arrives at the treatment plan or through municipal stormwater runoff.

While EPA has announced an "enforcement discretion" policy that intends to focus on polluters that are responsible for the contamination and have profited from PFAS, such a policy will be insufficient to ensure that drinking water and clean water ratepayers will be permanently protected from *CERCLA* legal defense costs and cleanup liability for PFAS.

"We support this legislation which will take a meaningful step in protecting water utilities, who are passive receivers of PFAS, from financial and legal liabilities associated with decades of use of these chemicals in manufacturing and consumer products," said **John Peterson, Executive Director of the Discovery Clean Water Alliance.** "PFAS is becoming the environmental challenge of our time. Water utilities can and will play an important role in reducing its prevalence in our environment, but subjecting them to undue financial burden and liability will only hurt the 150,000 residents who rely on – and pay for – our agency's sewer services."

"The City of Vancouver provides clean drinking water and wastewater services to nearly 275,000 people in Clark County," **said Vancouver Mayor Anne McEnerny-Ogle.** "It's critical that we continue to invest our resources in identifying the sources and treating

for PFAS rather than defending potential legal action for a systematic problem we didn't create or control."

"At Thurston PUD, we thank Congresswoman Gluesenkamp Perez from Washington's 3rd Congressional District for her leadership and support of water entities through her introduction of a House companion bill to the Senate-proposed Water Systems PFAS Liability Protection Act, said Julie Parker, Assistant General Manager of Thurston PUD. "This bill will shield the public utility ratepayers from liabilities that should be shouldered by the polluters as the law intended. Utility ratepayers are already footing the bill to pay to treat the contaminated water and dispose of the contaminates, they shouldn't have to pay a third time for the problem."

"As not-for-profit, community-owned utilities, Washington public utility districts strive to provide safe affordable service to our ratepayers," said Liz Anderson, Executive Director of the Washington Public Utility Districts Association (WPUDA). We applaud Congresswoman Marie Gluesenkamp Perez for her leadership on legislation that will help ensure polluters, not the public, pay for PFAS cleanup."

"In the West, and particularly in Utah, we understand deeply the value of clean water to our communities, our economy, and our way of life," **said Rep. Curtis.** "This bill prevents the burden of industrial irresponsibility to fall on the shoulders of Utah's families and ratepayers. It's about ensuring that those who profit from these chemicals bear the cost of their impact, not the Utahns who rely on the integrity of their water supply."

Full text of the legislation is available here.

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Attachment C



March 18, 2024

The Honorable Tom Carper Chairman U.S. Senate Committee on Environment and Public Works 410 Dirksen Senate Office Building Washington, D.C. 20510 The Honorable Shelley Moore Capito Ranking Member U.S. Senate Committee on Environment and Public Works 410 Dirksen Senate Office Building Washington, D.C. 20510

Dear Chairman Carper and Ranking Member Capito:

The undersigned organizations represent local governments and private entities responsible for safeguarding public health and the environment, including drinking water, wastewater treatment, stormwater management, and water recycling facilities, municipal solid waste landfills, and composting facilities. We write to urge that any legislation on per- and polyfluoroalkyl substances (PFAS) that the U.S. Senate Committee on Environment and Public Works (EPW) considers include a specific provision to ensure that the organizations we represent are explicitly recognized as "passive receivers" of PFAS and afford these essential public services a narrow exemption from liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Absent such relief, designation of certain PFAS as CERCLA hazardous substances would shift the "polluter pays" principle of the law to that of a "community pays" model placing the burden of compliance and cleanup onto ratepayers and the public at-large.

The U.S. Environmental Protection Agency (EPA) has stated often, including during testimony to EPW, that the agency would use its "discretionary authority" in pursuing CERCLA enforcement actions against certain parties. However, this commitment offers little comfort to our sectors given the expansive rights of Potentially Responsible Parties under CERLCA to bring contribution litigation against other entities that are alleged to be additional sources of hazardous substances at a cleanup site.

EPA has stated that it has insufficient existing legal authority to provide relief to public service providers from the impact of CERCLA contribution litigation. Claims for contribution against passive receiver groups thus would generate significant litigation costs for lawful operations going back decades—costs that would lead to significant cost increases on essential public service providers and the communities and residents they serve. It is important to highlight that our members deliver essential public services that do not involve the manufacture or use of PFAS. We are passive receivers of media containing PFAS that are ubiquitous in the water supply, wastewater treatment process, stormwater, biosolids management, and solid waste streams. Each of our sectors is interdependent: landfills rely on wastewater treatment facilities for their leachate discharge while water and wastewater treatment facilities depend on landfills and compost facilities for biosolids management, recycling of organics, and disposal of spent water filtration systems. Although our members carry-out the delivery of public health services consistent with the requirements of the Safe Drinking Water Act, Clean Water Act, and Solid Waste Disposal Act, among other federal and state mandates, CERCLA designation, absent Congressional action, would disrupt the interdependence of passive receivers by driving each sector to revisit the acceptance of influent streams that might contain PFAS concentrations and impacting our ability to recover resources that can contribute to significant reductions in greenhouse gas emissions.

Our sectors acknowledge our role as part of the long-term solution to PFAS management, recognize the need to protect public health and the environment, and share the goal of holding accountable those entities that are primarily responsible for PFAS contamination. Nevertheless, any action designating certain PFAS compounds as hazardous substances must be accompanied by relief that allows communities to continue to rely on the affordability of the essential public services our sectors provide. Accordingly, we urge the Committee to provide statutory relief from CERCLA liability for owners and operators of passive receiver facilities.

Sincerely,

American Public Works Association Association of Compost Producers - California Association of Washington Cities California Association of Sanitation Agencies California Waste Haulers Council Clean Water Professionals of Kentucky & Tennessee Coalition for Clean Water – Washington Coalition of Recyclers of Residual Organics by Practitioners of Sustainability Connecticut Water Environment Association Green Mountain Water Environment Association Illinois Association of Wastewater Agencies Indiana Water Environment Association Kansas Water Environment Association League of Oregon Cities Maine Water Environment Association Massachusetts Water Environment Association Michigan Waste & Recycling Association Michigan Water Environment Association Mid-Atlantic Biosolids Association Midwest Biosolids Association Municipal Environmental Group - Wastewater Division Municipal Waste Management Association National Association of Counties National Association of Water Companies National League of Cities National Municipal Stormwater Alliance

National Waste & Recycling Association National Water Resources Association New England Water Environment Association New Hampshire Water Pollution Control Association New Jersey Water Environment Association New York Water Environment Association North East Biosolids & Residuals Association Northwest Biosolids Association Oregon Association of Clean Water Agencies Oregon Refuse & Recycling Association Resource Recovery Coalition of California Rhode Island Water Environment Association Solid Waste Association of North America Southeast Biosolids Association Special Districts Association of Oregon The United States Conference of Mayors U.S. Composting Council Virginia Biosolids Council Washington Association of Sewer & Water Districts Washington Refuse & Recycling Association WateReuse Association Water & Wastewater Equipment Manufacturers Association Water Quality Association West Coast Refuse & Recycling Coalition Wisconsin Counties Solid Waste Management Association

CC: Members of the U.S. Senate Committee on Environment and Public Works

Attachment D



Murray, Perez secure \$3 million for Salmon Creek Wastewater Treatment facility improvement project

Felida plant serves Battle Ground, Ridgefield, Clark County and Clark Regional Wastewater District

By <u>Shari Phiel</u>, Columbian staff writer Published: April 2, 2024, 6:43pm





U.S. Sen. Patty Murray, D-Wash., and U.S. Rep. Marie Gluesenkamp Perez, D-Skamania, worked to secure \$3 million in federal funding for Discover Clean Water Alliance's wastewater treatment plant in the Felida area. Needed upgrades and improvements should be completed during the 2025-26 biennium. (Photo contributed by Discovery Clean Water Alliance) [Photo Gallery]

A multimillion-dollar project to improve the Salmon Creek Wastewater Treatment facility — and prepare for Clark County's expected population growth — is moving forward thanks to \$3 million in federal funding.

The treatment plant is owned by <u>Discovery Clean Water Alliance</u>, which is jointly owned and managed by the cities of Battle Ground and Ridgefield, Clark County and the Clark Regional Wastewater District. The plant serves more than 50,000 homes and businesses in Clark County.

The money was secured by U.S. Sen. Patty Murray, D-Wash., and U.S. Rep. Marie Gluesenkamp Perez, D-Skamania, as part of a \$1.2 trillion package of funding bills passed by Congress in March.

"This is an important regional treatment facility handling half of the planned growth in Clark County and serving a large area from Hazel Dell to Ridgefield and east to Battle Ground," John Peterson, general manager for Clark Regional Wastewater District, said in an email. "Mechanical process equipment systems installed in the 1990s are now approaching 30 years old and are at the end of their useful life. The funding will assist the alliance in replacing several systems with newer technology that is more efficient and more reliable."

Peterson, who also serves as executive director of the alliance, said equipment to be replaced includes aeration equipment for treating wastewater; equipment for disinfecting wastewater before discharge to the Columbia River; and thickening and dewatering systems for handling the solids removed in the treatment process.

Support in Congress

"(Perez) visited the Salmon Creek Treatment Plant last summer, the first sitting member of Congress to do so, and recognized the essential service it provides. With her Community Project Funding investment, we'll be able to replace outdated equipment with modern technology that will make our treatment system more efficient and reliable, and ultimately benefit the 150,000 residents in Battle Ground, Ridgefield and central Clark County that our regional partnership serves," Peterson said.

Perez said investing in projects, such as the Salmon Creek treatment plant, "are the nuts and bolts of how government can serve the people."

"This funding would be used to accelerate replacement of wastewater treatment equipment — dewatering equipment and an ultraviolet disinfection system — that are not only inefficient when compared to modern technology but are requiring increased maintenance and repair," Perez wrote in a March 23 funding request to ranking members of the House Appropriations Committee.

As chair of the Senate Appropriations Committee, Murray led the Senate in passing the six-bill federal funding package with a 75-22 vote. The package includes more than a billion dollars for projects and programs in Washington, as well as a historic \$3 billion investment for the Hanford site cleanup.

"When I sit down at any negotiating table, I bring with me the stories of every parent struggling to afford child care, groceries, or rent, every farmer and fisher whose livelihood depends on our crops, our salmon, and our environment, every researcher focused on making the next big breakthrough, every mayor focused on improving our infrastructure, and every young person who is concerned about climate change and our most basic rights," Murray said March 14 from the Senate floor.

Upgrades and improvements to the wastewater treatment plant are expected to be completed during the 2025-26 biennium, an official with the alliance said.

For more information on the Discovery Clean Water Alliance, visit www.discoverycwa.org.



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