

CITY OF RIDGEFIELD AND CLARK REGIONAL WASTEWATER DISTRICT COLLECTION SYSTEM TRANSFER AND OPERATING AGREEMENT

THIS AGREEMENT is made and entered into by and between CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington ("District") and the CITY OF RIDGEFIELD, Washington ("City"), each a Washington municipal corporation.

RECITALS

A. The City is a municipal corporation operating under the laws of the state of Washington as a non-charter code City.

B. The District is a water-sewer district operating as a sewer district under title 57 of the laws of the state of Washington.

C. The City and the District both own and operate wastewater collection systems within their respective sewer service areas.

D. The City owns and operates a wastewater treatment plant which provides for treatment and disposal of wastewater collected through the City wastewater collection system. The wastewater treatment plant is nearing capacity and requires significant capital improvements.

E. The land served by the City's wastewater collection system is not located within the District or the District's service area. RCW 57.08.005(5) authorizes the District to purchase, maintain and operate wastewater facilities within and without the District. RCW 57.08.044 authorizes the District to enter into a contract with the City for the acquisition, ownership, use and operation of wastewater collection facilities and related property owned by the City, and to provide wastewater collection services outside of the District's service area and within the City.

F. RCW 35.67.300 authorizes the City to contract with the District for the construction and operation of wastewater facilities for the joint use and benefit of the City and the District.

G. Chapter 39.34 RCW authorizes the City and the District to enter into an agreement for joint or cooperative collection and transportation of wastewater. Chapter 39.33 RCW authorizes the City and the District to transfer the wastewater collection system on terms and conditions agreed to by both.

H. The City Council and the District Board of Commissioners reviewed a comprehensive analysis of wastewater management options available under state law. Based on this analysis, the City Council and the District Board of Commissioners determined that it would be in the best interests of City residents and District customers

for the City to transfer and assign the City wastewater collection system and related property rights to the District, and for the District to assume the wastewater service obligations of the City through the District's ownership and operation of the City's wastewater collection system. Such transfer and assumption by the District will ensure consistent and dependable service and stable rates for all customers and promote economic development in the City and the region. In furtherance thereof, the City and the District entered into a Memorandum of Understanding dated May 10, 2012 (the "Transfer MOU") to set forth the guiding principles for the completion of the transfer and assignment of the City's wastewater collection system and assumption by the District of the City's wastewater service obligations.

I. The City has notified the Department of Ecology and other regulatory agencies of its intent to transfer its wastewater collection system to the District and to amend its general sewer plan to reflect that the District will take over ownership, maintenance, operation and improvement of the City wastewater collection system and assume responsibility for providing wastewater collection service within the City's current sewer service area, including those areas that may be annexed into the City.

J. To provide additional wastewater capacity for City growth and economic development, the District and the City are jointly pursuing the Discovery Corridor Wastewater Transmission System project ("DCWTS Project"), which will connect the City's wastewater collection system to the District's wastewater collection system and the Salmon Creek Wastewater Management System, including the Salmon Creek Wastewater Treatment Plant. The District and the City acknowledge that the schedule for implementation of the DCWTS Project is subject to approvals and permits of the Department of Ecology and other regulatory agencies. The respective rights and duties of the District and the City for the DCWTS Project that are not addressed in this Agreement have been agreed upon by the District and the City by separate motion, agreement or memorandum of understanding.

K. Pursuant to an Interlocal Agreement, the City, the District, Clark County and the City of Battle Ground have formed the "Discovery Clean Water Alliance," a joint municipal utility service authority under Chapter 39.106 RCW. The purpose of the Alliance is to provide jointly regional wastewater transmission and treatment for the Alliance members and other contracting municipal wastewater utilities. Pursuant to the Interlocal Agreement, the City wastewater treatment plant is scheduled to be transferred to the Alliance on January 1, 2015, and the City is scheduled to continue operating the City wastewater treatment plant for five (5) years thereafter, pursuant to contract between the City and the Alliance.

L. The City and the District now desire to set forth the terms and conditions upon which the City will transfer and assign all of its rights, duties and interest in and to the City wastewater collection system and related property to the District, and upon

which the District will own, maintain, operate and improve the City wastewater collection system and related property.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the District and the City agree as follows:

1. Transfer of Collection System. In this Agreement, the term "Collection System" shall mean (1) the real property rights and interests described below in section 1.1 ("Real Property"), (2) the collection system infrastructure described below in section 1.2 ("Collection System Infrastructure"), (3) all additions to and improvements of the Real Property and Collection System Infrastructure by either the City or the District (including the DCWTS Project), and (4) all Real Property and Collection System Infrastructure in land annexed to or served by the City after the Date of Mutual Acceptance. Subject to the terms and conditions of this Agreement, the City agrees to transfer, convey, assign and deliver to the District, and the District agrees to accept from the City, all of the Real Property, Collection System Infrastructure, personal property, warranties, guarantees, contract rights and cash reserves described below:

1.1 Real Property. All choate or inchoate rights and interests of the City in, on, over or upon land on which the Collection System Infrastructure is located, including all easements on which pump stations are located ("Real Property"). Such rights and interests, and the type of instrument or document to be provided by the City, is described and/or depicted on the "Description of Real Property" attached hereto, labeled as **Exhibit A**.

1.2 Collection System Infrastructure. The system of conduits, pumps, and structures, and all appurtenances thereto, of every kind or nature owned or held by the City however acquired, insofar as they relate to or concern transportation or storage, in any manner whatsoever, of wastewater in the City, now existing or being designed or constructed, that comprise or will comprise, or are used or will be used, by or on behalf of the City to provide wastewater collection ("Collection System Infrastructure"). Certain Collection System Infrastructure facilities, including the DCWTS Project, are described on the "Description of Collection System Infrastructure" attached hereto, labeled as **Exhibit B**. For information and disclosure purposes only, **Exhibit B** also describes any significant and notable conditions of the Collection System Infrastructure.

1.3 Personal Property.

1.3.1 All as-built plans and drawings, specifications, maps, surveys and comprehensive plans that show the construction and/or location of any existing, in-progress or proposed parts of the Collection System.

1.3.2 All records relating to the operation of the Collection System and its equipment, including but not limited to customer lists, billing records, operating statements, manuals, operating instructions and all other written and/or recorded data.

1.4 Warranties, Guarantees and Contract Rights.

1.4.1 To the extent transferable by the City, all warranties or guarantees connected with the construction of all or part of the Collection System Infrastructure.

1.4.2 All permits, approvals, agreements, contracts and other rights and duties relating to the ownership or operation of the Collection System, including but not limited to rights and obligations under developer extension agreements, land use and development agreements, railroad permits and Public Works Board agreements ("Contract Rights"). These Contract Rights are identified and described on the "List of Contract Rights" attached hereto, labeled as **Exhibit C**. If any Contract Right is not identified and described on **Exhibit C**, the District shall not be subject to or responsible for such Contract Right; provided, that the City may add Contract Rights to **Exhibit C**, by amendment attached to **Exhibit C** and submitted to the District, prior to Closing. After Closing, the District shall control and be responsible for the terms and conditions of Contract Rights that relate to wastewater improvements; provided, that if a property owner, developer or permit holder refuses to accept or acknowledge the District's control and responsibility, the City shall enforce and carry out the terms and conditions of such Contract Rights, if requested by the District, or subrogate such rights to the District. The Parties acknowledge and will apply the vested rights doctrine to Contract Rights.

1.5 Cash Reserves. All of the cash reserves attributable to the Collection System ("Cash Reserves"), as determined below.

1.5.1 Between the Date of Mutual Acceptance and Closing, and during any Transition Period (see Section 12.2), the City shall use the Cash Reserves only for operating and capital expenses in the City's adopted budget for the Collection System.

1.5.2 Between the Date of Mutual Acceptance and Closing, and as requested by the District, but no more frequently than monthly, the City shall advise the District of the amount of Cash Reserves.

1.5.3 No later than sixty (60) days prior to Closing, the City shall provide to the District a statement of the estimated Cash Reserves and the cash reserves attributable to other funds and departments within the City's Sewer Utility ("Other Sewer Utility Cash Reserves") as of the Closing Date.

1.5.4 Within ten (10) days after Closing, the City shall provide to the District a statement of the Cash Reserves and the Other Sewer Utility Cash Reserves as of the Closing Date.

1.5.5 After Closing and until the sixtieth (60th) day after Closing, the City may use part of the Cash Reserves for payment of expenses incurred by the City for the Collection System prior to Closing, but not paid by the City prior to Closing ("City Expense Payments").

1.5.6 Between sixty (60) and seventy (70) days after Closing, the City shall transfer to the District the Cash Reserves as of the sixtieth (60th) day after Closing, less City Expense Payments made between the Closing and the sixtieth (60th) day after Closing. Concurrent with the transfer, the City shall provide to the District an accounting of the City Expense Payments. The District shall deposit the Cash Reserves into a separate District account or fund.

1.5.7 The City shall prepare a final accounting of the Cash Reserves in conjunction with the City's 2013 audit by the State Auditor, which is anticipated to occur on or about October 1, 2014. The final accounting shall take into account any additional City Expense Payments after transfer of the Cash Reserves pursuant to Section 1.5.6, and any corrections to the Cash Reserves that are required by the City's 2013 audit. Following the final accounting, the City and the District shall transfer funds between them as necessary to create a zero balance in the City's System Cash Reserve Account.

1.5.8 The District shall use the Cash Reserves, plus any applicable interest, for the initial capital improvements set forth in the "2014-2019 Six Year Capital Improvement Program, Ridgefield Service Area" attached hereto, labeled as **Exhibit D**, or for other capital improvements requested by the District and approved by the City Council. The District shall not use the Cash Reserves for debt service. The Cash Reserves shall be in addition to other funds for the capital improvements required by this Agreement from other sources. Upon request of the City, the District shall provide to the City a statement of expenditures from the Cash Reserves.

2. Collection System Infrastructure—Lack of Easements. The Parties acknowledge that a significant portion of the Collection System Infrastructure is located on private property and is not included in recorded easements or plat dedications. The City believes that it may have obtained by prescription (adverse possession) many easements on private property on which the Collection System Infrastructure is located but for which there are no recorded easements or plat dedications. The Parties shall use their collective best efforts, both before and after Closing, to obtain recorded easements for such portion of the Collection System infrastructure. After Closing, the District shall maintain and operate such portion of the Collection System Infrastructure, even though the Parties have been unable to obtain or identify recorded easements. If a property owner objects to District maintenance and operation of such portion of the Collection System Infrastructure and no recorded easement has been obtained or identified relating to such portion of the Collection System Infrastructure, and the District determines that access to and maintenance and operation of such portion of the

Collection System Infrastructure is necessary, the District may take reasonable action to acquire or confirm such rights necessary to maintain and operate the Collection System Infrastructure located in, under, over or upon such property, including but not limited to condemnation of the easement area. For three (3) years after Closing, the Parties shall share equally in the cost and expense of any such easement acquisition, quiet title or declaratory action or condemnation, including reasonable attorneys' fees; provided that the District shall provide prior notice to the City of its intent to take such action.

3. Condition of Collection System Infrastructure. The District acknowledges that the City is transferring the Collection System Infrastructure "**AS IS, WHERE IS AND WITH ALL FAULTS**" without representation, warranty or covenant, except as specifically set forth in this Agreement. The City has not made and shall not be deemed to have made any representation, warranty or covenant or shall not have any liability whatsoever as to the title, value, habitability, use, condition, design, operation, or fitness for use of the Collection System Infrastructure, or any other representation, warranty or covenant whatsoever, express or implied, with respect to the Collection System Infrastructure. The City shall not be liable for any latent, hidden, or patent defect in the Collection System Infrastructure.

4. Liabilities and Transfer Price.

4.1 No Assumption of Liabilities. The District shall not assume any liabilities related to the Collection System, except as set forth in Section 1.4.2. Any liabilities and obligations of the City that are not assumed by the District shall continue to be liabilities and obligations of the City.

4.2 Transfer Price. The District shall not pay any monetary consideration for the Collection System, except as provided in Section 14. The District and the City shall each pay for their own costs and expenses to prepare this Agreement and to carry out the transfer of the Collection System.

5. Effective Date (Mutual Acceptance) and Term. For purposes of this Agreement, Mutual Acceptance of this Agreement shall occur on the date that the last person of both Parties has executed this Agreement ("Date of Mutual Acceptance"). The effective date of this Agreement shall be the Date of Mutual Acceptance. The term of this Agreement shall be perpetual.

6. Fee Title Transfer of Real Property. At the Date of Mutual Acceptance of this Agreement, the Parties believe that the City will not convey fee title to any Real Property on which the Collection System Infrastructure is located. If the Parties agree that fee title to such Real Property should be conveyed by the City to the District, the conveyance shall be accomplished pursuant to usual and customary procedures and requirements for conveyance of fee title to real property.

7. Contingencies. All obligations of the District under this Agreement are subject to

the fulfillment on or before Closing of each of the contingencies set forth below. If any of the contingencies are not met in full or fail to occur before Closing, for any reason whatsoever, the District may, in its sole discretion, either waive such contingencies and proceed with Closing or terminate this Agreement without liability or further obligation.

7.1 Representations. The representations and warranties of the City contained in this Agreement shall be true and correct in all respects material to the validity and enforceability of this Agreement and the City's ability to transfer the Collection System, on and as of Closing as though they were made on the Closing Date or, in the case of representations and warranties made as of a specified date earlier than the Closing Date, on and as of such earlier date.

7.2 Inspections. The District shall have completed, to the District's satisfaction, any and all inspections and reviews of the Collection System, as the District desires. A representative of the City shall have taken the District on a tour of the Collection System and shown the District the physical location of each component of the Collection System. The City shall make all of its records described in Sections 1.3 and 1.4 of this Agreement and relating to the Collection System available at reasonable times for the District to review and inspect.

7.3 City Records and Customer List. The City shall have delivered to the District all records that are requested by the District and that relate to the Collection System, including but not limited to the records described in Sections 1.3 and 1.4 of this Agreement. The City shall have delivered to the District a complete list of and all City information relating to current Collection System customers.

7.4 Performance. The City shall have performed and complied with, in all material respects, all agreements and conditions required by this Agreement to be performed or complied with by the City before Closing.

7.5 No Adverse Change. On Closing Date, there has been no substantial adverse change in the financial or physical condition of the Collection System from the Date of Mutual Acceptance.

7.6 Consents for Transfer. The City shall have obtained any and all consents, assignments and approvals required to convey the Real Property.

7.7 Labor Contract. The City represents and warrants that it has satisfied any collective bargaining duties and obligations related to this Agreement and to City employees operating the Collection System as of the Closing Date. The City shall defend, indemnify and hold harmless the District, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of, resulting from or related to the bargaining relationship between the District and the union, or its successor, which represents City employees operating the Collection System as of the Closing Date. Unless agreed otherwise by the Parties, any

agreement or understanding between the City and the union that represents City employees operating the Collection System shall not require the District to hire such City employees. Consistent with Section 12.3, the District may, but is not required to, hire any City employee operating the Collection System as of the Closing Date.

7.8 Right-of-Way Franchise. The City shall have approved by ordinance, and the District shall have accepted, a franchise for construction, ownership, maintenance, operation, repair and replacement of sewer facilities in City streets and rights-of-way, substantially in the form of the non-exclusive franchise attached hereto, labeled as **Exhibit E**.

8. Closing and Possession.

8.1 Approval and Acceptance of Transfer Documents. The City Manager and the District General Manager shall approve and execute all Real Property transfer or assignment documents on or before December 15, 2013.

8.2 Closing of Transfer. The transfer contemplated in this Agreement shall be closed on December 31, 2013. For purposes of this Agreement, the terms "Closing" and "Closing Date" shall mean December 31, 2013.

8.3 Possession. The District shall be entitled to possess the Real Property and commence operation of the Collection System at 11:59 p.m. on December 31, 2013.

9. Representations and Warranties of the City. The City represents and warrants to the District as follows:

9.1 Organization and Authority. The City has the right, power and authority to enter into this Agreement, to execute all documents and instruments contemplated by this Agreement, to consummate this transaction and to perform all other obligations to be performed by the City under this Agreement. The execution, delivery and performance of this Agreement and all agreements, documents and instruments contemplated by this Agreement have been duly authorized by all necessary action on the part of the City. Prior to Closing, and consistent with Section 8.1 of this Agreement, the City shall provide to the District certified copies of ordinances and resolutions authorizing this transfer and the execution, acknowledgment, delivery and performance of this Agreement and all agreements, documents and instruments contemplated by this Agreement.

9.2 Litigation and Legal Compliance. There are no judgments against the City relating to its interest in or operation of the Collection System. There are no pending actions, suits, claims or proceedings against the City relating to its interest in or operation of the Collection System, or challenging the transfer of the Collection System to the District or the validity of this Agreement, and to the City's Knowledge, there are

no such threatened actions, suits, claims or proceedings. Whenever used in this Agreement, "City's Knowledge" shall mean the knowledge of any City Councilmember, the City Manager or the City Public Works Director as of the Date of Mutual Acceptance.

9.3 No Violation. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the performance by the City of, and compliance by the City with, this Agreement will violate federal, state, county or city laws, regulations, approvals or permits, or City funding agreements relating to the Collection System.

9.4 Information. All customer lists and Collection System information given by the City to the District are true, correct and complete in all material respects.

9.5 Hazardous Materials. To the City's Knowledge: there are no Hazardous Materials on, under or about the Collection System; no Hazardous Materials have at any time been used, generated, manufactured, stored, released, or disposed of on, under or about the Collection System; the Collection System is not in violation of any Hazardous Materials Laws; there are no past, current or, threatened Hazardous Materials Claims; and no underground storage tank is now located on or has ever been located on or under the Collection System (see Section 1 for definition of "Collection System"). The City indemnifies and holds the District harmless from any claim, cost, damage or expense, including attorneys fees, monitoring costs, response costs, and penalties, with respect to any breach of any of this warranty. For the purposes of this paragraph, "Hazardous Materials" includes, but is not limited to, any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect (collectively, "Hazardous Material Laws"); provided that for the purposes of this paragraph, "Hazardous Materials" does not include asbestos/concrete pipe and appurtenances, liquid chlorine, paint or solvents, whether or not such materials are so defined or designated. The District acknowledges that it is aware of such materials and hereby assumes all responsibility therefor. For the purposes of this paragraph, Hazardous Materials Claims means any enforcement, cleanup, removal, remedial or other governmental or regulatory notices, actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made or threatened by any third party against the City or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

9.6 Representations and Warranties True at Closing. The representations and warranties made by the City in this Agreement shall be correct as of the Date of Closing with the same force and effect as though such representations and warranties had been made as of the Date of Closing.

10. Representations and Warranties of District. The District represents and warrants to the City as follows:

10.1 Organization and Authority. The District has the right, power and authority to enter into this Agreement, to execute all documents and instruments contemplated by this Agreement, to consummate this transaction and to perform all other obligations to be performed by the District under this Agreement. The execution, delivery and performance of this Agreement and all agreements, documents and instruments contemplated hereby have been duly authorized by all necessary action on the part of the District. Prior to Closing, and consistent with Section 8.1 of this Agreement, the District shall provide to the City certified copies of resolutions authorizing this transfer and the execution, acknowledgment, delivery and performance of this Agreement and all agreements, documents and instruments contemplated by this Agreement.

10.2 No Violation. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the performance by the District of, and compliance by the District with, this Agreement will violate federal, state, county or District laws, regulations, approvals or permits.

10.3 Litigation and Legal Compliance. There are no pending actions, suits, claims or proceedings against the District relating to its operation of the Collection System, or challenging the transfer of the Collection System to the District or this Agreement, and to the District's knowledge, there are no such threatened actions, suits, claims or proceedings. Whenever used in this Agreement, the "District's Knowledge" shall mean the knowledge of any District Commissioner or the District General Manager as of the Date of Mutual Acceptance.

10.4 Representations and Warranties True at Closing. The representations and warranties made by District in this Agreement shall be correct as of the Date of Closing with the same force and effect as though such representations and warranties had been made as of the Date of Closing.

11. Conduct of Business Pending Closing—Final Bills. Pending the Closing of the transfer contemplated by this Agreement, the City covenants as follows and the Parties agree as follows:

11.1 Agreement Changes. The City shall not make or agree to any changes in the City's agreements or leases relating to the Collection System without the prior written approval of the District.

11.2 New Contracts. The City shall not enter into any agreement or commitment affecting the Collection System that is not terminable at will, except for customer service agreements entered into in the ordinary course of business.

11.3 Operation and Maintenance. The City shall operate, maintain and repair

the Collection System at the City's sole expense so that the Collection System Infrastructure remains in the same condition it was in on the Date of Mutual Acceptance, except for ordinary wear and tear. Without the prior written consent of the District, the City shall not make any improvements to the Collection System Infrastructure or undertake construction on any part thereof, except for minor emergency repairs or repairs or maintenance conducted in the ordinary course of business and operation of the Collection System Infrastructure. The District shall have the right to inspect, and have a representative present during, any improvement or construction (including, if practicable, emergency repairs) performed on the Collection System Infrastructure between the Date of Mutual Acceptance and the Closing Date.

11.4 Notice of Transfer. The City and the District shall share the responsibility and cost for giving notice of the transfer contemplated by this Agreement to the Collection System's customers.

11.5 Final Bills. The City shall prepare and send to its Collection System customers final bills for services ("Final Bills"), which shall include any outstanding balances. The City shall schedule its billings prior to Closing so that the Final Bills will be for services through December 31, 2013. The City shall be responsible for collection of the Final Bills. The payments on the Final Bills shall be considered Cash Reserves under Section 1.5.

11.6 Damage to Collection System Infrastructure or Personal Property. If any of the Collection System Infrastructure is damaged between the Date of Mutual Acceptance and the Closing Date (other than normal wear and tear), the City shall repair or replace the same at the City's sole cost and expense.

11.7 Discovery Corridor Wastewater Transmission System Project. To provide additional wastewater capacity for City growth and economic development, the District and the City are jointly pursuing the DCWTS Project, which will connect the City's wastewater collection system to the District's wastewater collection system and the Salmon Creek Wastewater Management System, including the Salmon Creek Wastewater Treatment Plant. Prior to Closing, the City and the District shall use their best efforts to obtain all approvals and permits for the DCWTS Project. Receipt of all approvals and permits for the DCWTS Project is not a condition of Closing. If any approvals and permits for the DCWTS Project are not obtained prior to Closing, the City shall cooperate with the District to obtain such approvals and permits. After Closing, the District shall be responsible for the design, construction, inspection, operation, maintenance, repair, replacement and financing of the DCWTS Project, unless agreed otherwise by the Parties.

12. Operation and Maintenance of Collection System.

12.1 District Operation and Maintenance. Except as provided in Section 12.2, after Closing the District shall operate, maintain, repair, replace and improve the

Collection System as a separate component of the District's wastewater system, in accordance with the Levels of Service, Repair Procedures and Capital Improvement Policies adopted by the District under Section 16.

12.2 Transition Period. At least sixty (60) days before the Closing Date, the Parties may enter into a separate agreement that is effective on Closing and that authorizes the City to maintain and operate the Collection System after Closing ("Transition Period"). The agreement must state the duration of the Transition Period and require the City to operate and maintain the Collection System in accordance with the standards and requirements of Section 11.3, and may include such additional terms and conditions that the Parties deem appropriate.

12.3 Use of District Employees. District employees shall operate and maintain the Collection System after Closing or after the end of a Transition Period, whichever occurs last.

12.4 City Development Information. The City shall provide to the District all information deemed necessary by the District to impose connection charges, service charges and other charges as a result of development or re-development of land within the City area that is served by the Collection System.

12.5 Laterals. The Parties acknowledge that laterals connected to the Collection System Infrastructure are owned by the owners of property served by the laterals and shall not transfer to the District. The District shall have the right to adopt policies regarding ownership, maintenance and operation of such laterals.

12.6 Industrial Wastewater Laws and Regulations—Pre-Treatment. When required to do so by the Environmental Protection Agency or the Department of Ecology, or applicable laws, regulations, permits or agreements, the Parties shall adopt an industrial wastewater pre-treatment ordinance or resolution, as appropriate, meeting all requirements, and shall execute all necessary agreements. The responsibilities and rights of the Parties with regard to industrial wastewater pre-treatment shall be consistent with, and shall take into account, any existing responsibilities and rights between the Parties and Clark County or its successors.

12.7 Newly Discovered Customers and Charges. If the District discovers new Collection System Customers after Closing, the District shall be responsible for collecting connection charges, which shall be considered due and owing at the time of discovery. If the District discovers undercharges or overcharges by the City for Collection System Customers after Closing, the City shall be responsible for such undercharges or overcharges prior to Closing, and the District shall be responsible for such undercharges or overcharges after Closing.

12.8 Discharge and Treatment. After Closing, the City shall continue to operate, maintain, repair and replace the City wastewater treatment plant, and to accept

and treat wastewater from the Collection System, subject to Section 13.7. The District shall pay for such acceptance and treatment of wastewater in accordance with Section 13.7.

13. Service Charges and Customer Billings.

13.1 Service Charge. Except as provided in Section 13.8, the District service charge to the Collection System customers shall consist of a base charge ("Base Charge") and a system integration charge ("System Integration Charge") (collectively, the "Service Charge"), both of which shall be established in accordance with this Section.

13.1.1 Base Charge. Except as provided in Section 13.8, at closing, the Base Charge shall be \$36.00 per month per equivalent residential unit as defined by District resolution. The Base Charge shall be equal to the base sewer service charge for District customers. The District may revise the Base Charge at any time, subject to the notification and maximum increase requirements of Section 13.5.

13.1.2 System Integration Charge. Except as provided in Section 13.8, the System Integration Charge shall be \$19.00 per month per equivalent residential unit as defined by District resolution. The System Integration Charge represents the District's additional costs of operation, maintenance, repair, replacement and improvement of the Collection System.

13.2 Reduction of System Integration Charge. Except as provided in Section 13.8, effective January 1 of each year, commencing on January 1, 2015, the District shall reduce the System Integration Charge by \$.0025 per month per equivalent residential unit for every new equivalent residential unit that has paid connection charges for connection to the Collection System (including payment in whole or in part with credits). An explanation, with examples, of the annual reduction of the System Integration Charge is set forth on the "System Integration Charge Reduction" attached hereto, labeled as **Exhibit F**.

13.2.1 Except as provided in Section 13.8, the equivalent residential units that have paid connection charges from July 1 of the previous year to June 30 of the current year shall be used as the basis of the reduction in System Integration Charge for the following year; provided that for the reduction on January 1, 2015, the equivalent residential units that have paid connection charges from the Closing Date to June 30, 2014 shall be used as the basis of the reduction in System Integration Charge.

13.2.2 Except as provided in Section 13.8, the reduction in the System Integration Charge shall be calculated by the District and provided to the City on or about September 30 of the current year. The value shall be rounded to the nearest ten cent (\$0.10) increment.

13.2.3 The District shall adopt a budget on or before December 31 of the current year consistent with the reduction in System Integration Charge to be effective the first date of the following year.

13.3 Customer Classes. The Parties acknowledge that they use different customer classifications to determine service charges. The District shall establish customer classifications for the Service Charge. No later than sixty (60) days prior to Closing, the District shall provide to the City a table of customer classifications for the Service Charge.

13.4 City Review of Changes. Within thirty (30) days of a request, the District shall provide to the City the facts and data used by the District to reduce the System Integration Charge and revise the Base Charge.

13.5 Notice of Service Charge Revision. The District shall notify the City at least sixty (60) days before any change in the Service Charge. The City must approve an increase in the Service Charge where (1) the increase is more than ten percent (10%) or (2) the increase, combined with previous increases in the calendar year, will cause the Service Charge to increase more than ten percent (10%) in the calendar year. Any increase in the Service Charge due to (1) unanticipated costs and expenses resulting from disasters caused by all hazards, whether natural, technological or human caused, (2) changes in applicable laws or regulations, or (3) orders or decisions of courts, governmental agencies, or administrative decision makers, shall not be included in the calculation of Service Charge increases that are subject to City approval. The City Council shall vote on such increase within thirty (30) days of receipt of the notice.

13.6 City Customers become District Customers. After Closing, the former City customers shall become District customers, and shall be known as "Collection System Customers" under this Agreement. The District shall bill the Collection System Customers in the same manner and under the same procedures as other District customers, to the greatest extent possible.

13.7 Wastewater Treatment Charges.

13.7.1 Pursuant to an interlocal agreement as authorized by Chapter 39.106 RCW, the City, the District, Clark County and the City of Battle Ground have formed the "Discovery Clean Water Alliance," a joint municipal utility service authority ("Alliance"). The purpose of the Alliance is to provide jointly regional wastewater transmission and treatment for its members. Pursuant to the interlocal agreement, the City wastewater treatment plant is scheduled to be transferred to the Alliance on January 1, 2015. Thereafter, the City will continue operating the City wastewater treatment plant for five (5) years, pursuant to a contract between the City and the Alliance.

13.7.2 After Closing and until the City wastewater treatment plant has

been transferred to the Alliance, the District shall pay to the City from Service Charges collected from the Collection System customers the City's cost and expense of operating, maintaining and repairing the treatment plant ("Treatment Cost"). The Treatment Cost shall take into account and be consistent with the financial policies of the Alliance. The District shall pay the Treatment Cost in twelve (12) equal monthly installments. Within ninety (90) days after the Date of Mutual Acceptance, the City shall send to the District the 2013 budget for the City wastewater utility, together with any supporting or explanatory information and documents requested by the District, as an example of the form and content of the 2014 budget for Treatment Cost. The City shall include in its 2014 budget the appropriations and expenses for the Treatment Cost. If the Alliance delays transfer of the City wastewater treatment plant beyond January 1, 2015, the City shall prepare as part of its annual budget for 2015 and thereafter, the appropriations and expenses for the Treatment Cost. If the City incurs an unexpected, necessary and substantial cost to operate, maintain or repair the City wastewater treatment plant, which cost is not included in an annual budget, the Parties shall use their best efforts to agree upon a method and allocation for payment of such additional cost. The budget, the Treatment Cost and the installment payments shall be adjusted accordingly.

13.8 Service Charge for Non-Residential Customers.

13.8.1 Upon prior notice to the City, the District may establish a different method for determining Service Charges for Collection System non-residential customers. This method shall accomplish to the greatest extent possible the policies and considerations of the Service Charge (Base Charge and System Integration Charge) and the reduction of the System Integration Charge, as such policies and considerations apply to Collection System customers generally under this Section 13. An example of an alternative method for determining Service Charges for Collection System non-residential customers is a fixed charge plus additional charge based on water consumption.

13.8.2 Any increase in the Service Charge that is established by a different method pursuant to Section 13.8.1 shall be subject to the provisions of Section 13.5.

13.8.3 If requested by the District after closing and for Service Charge billing purposes, the City shall provide water meter readings for Collection System non-residential customers. The District shall use the water meter readings only for the purpose of calculating and determining Service Charges. The District's disclosure of such meter readings shall be subject to and consistent with the Public Records Disclosure Act (Chapter 42.56 RCW), including amendments thereto, and other applicable records disclosure laws and regulations.

14. District Payments.

14.1 Collection System Operating Fee. As compensation for the Collection System, and in consideration of the rights granted to the District under the Franchise of **Exhibit E** and the City's non-assumption and non-competition agreements stated below, the District shall pay to the City a percentage of the Service Charges that are collected from the Collection System customers ("Operating Fee"). The percentage of such Service Charges shall be ten percent (10%) for the first five (5) calendar years after Closing, and eight percent (8%) thereafter, unless modified in accordance with Section 14.3 below. The District shall pay the Operating Fee to the City in monthly installments. When determining the amount of a monthly installment, the District shall apply Collection System Customer payments first to penalties, interest and other similar charges and last to the Service Charge.

14.1.1 Non-competition. The City agrees not to exercise its statutory authority to establish a competing wastewater collection system.

14.1.2 Non-assumption. The City agrees not to exercise and to forbear its statutory authority pursuant to Chapter 35.13A RCW, including amendments thereto, to attempt to assume jurisdiction over the District or any District responsibilities, property, facilities, equipment or customers located within or without the City's corporate limits, in the event the District annexes land within the City's corporate limits.

14.2 Operating Fee Recovery. The District shall have the right to recover the Operating Fee from the Collection System Customers, and may identify the Operating Fee as a separate billing item on bills to such Customers.

14.3 City Revisions to Operating Fee. The City may propose an increase or decrease in the Operating Fee, effective on January 1, 2015 or any year thereafter. The City shall give notice of the proposed change to the District on or before October 1 of the year before the change will become effective. Any one-time increase or decrease in the Operating Fee shall not exceed two percent (2%) of the Service Charges that were collected from the Collection System customers in the year prior to the year of the notice. The maximum Operating Fee shall be twelve percent (12%) of the Service Charges that are collected from the Collection System Customers.

14.4 Transition Services. The District shall pay for any Collection System transition services actually provided by City employees at rates and amounts agreed to by the Parties. The City shall issue monthly invoices for the services, which the District shall pay within thirty (30) days.

15. Connection Charges.

15.1 Connection Charge Amount. At Closing, the District's connection charge for connection to the Collection System shall be \$7,550.00. After Closing, the District may revise the connection charge at any time consistent with state law, the District's comprehensive plan and the District policies pursuant to Section 16, taking into account

the City area as a separate component of the District's system.

15.2 Notification of Changes; Approval of Changes. The District shall notify the City at least sixty (60) days before any change in the connection charge. The City and the District must approve jointly any connection charge increase or increases of more than a total of ten percent (10%) in a calendar year.

15.3 City Review of District Revisions. Within thirty (30) days of a request, the District shall provide to the City the facts and data used by the District to establish revisions to the connection charge.

16. Levels of Service, Repair Procedures and Capital Improvements.

16.1 Levels of Service. The District shall adopt the service plan between the District and the City of Vancouver as the levels of service, standards and fiscal policies for operation and maintenance of the Collection System ("Service Plan"). The Service Plan is attached hereto, as **Exhibit G**. The levels of service provided in the Ridgefield service area shall be consistent with the Service Plan to the greatest extent possible, and shall take into account the City's comprehensive plan and the separate nature of the Collection System. The District shall notify the City at least sixty (60) days before adopting or amending the Service Plan.

16.2 Repair Procedures. The City Public Works Director or designee and the District Engineer or designee shall adopt procedures and rules for District repair to pavement in City right-of-way.

16.3 Capital Improvement Policies. Except for the initial capital improvements set forth on **Exhibit D**, and to the greatest extent possible, the District shall apply its existing policies for construction and installation of capital improvements to the Collection System. To the greatest extent possible, such policies shall be applied consistent with the City's land use and capital project investment priorities and comprehensive plan. The District shall notify the City at least sixty (60) days before adopting or amending the capital improvement policies.

16.4 Capital Projects. The names, numbers and estimated cost and schedule for the initial capital improvements in the City area, for the six years of 2014 through 2019, are set forth on **Exhibit D**. The total expenditure for the initial capital improvements shall be \$3,345,000.

16.5 Capital Budgets. By September 1st of each year, the District shall provide the City with its proposed budget for capital improvements in the City area for the next year. By November 1st, the City shall provide the District with comments on the proposed budget.

17. District and City Plans, Approvals and Permits. The Parties understand that the

transfer of the Collection System under this Agreement is not subject to prior approval of any governmental agency. The Parties shall contact and work with all governmental agencies to obtain formal acknowledgement or approval, if necessary or desirable, of the Collection System transfer of this Agreement. As soon as reasonably possible, the City and the District shall amend their capital and comprehensive plans, ordinances and resolutions that relate to the ownership, operation and maintenance of the Collection System. As soon as reasonably possible following Closing, the City shall provide to the District a General Sewer Plan that is approved by the Department of Ecology and supports a one million gallon per day City Wastewater Treatment Plant. In the event that a governmental agency with jurisdiction over the subject-matter of this Agreement determines that the action of the City and/or the District in approving and/or implementing this Agreement, or that a term or condition of this Agreement, violates an applicable law, regulation or regulatory order, then the City and the District agree to enter into good faith negotiations to amend this Agreement so as to enable the City and the District to address, in a manner reasonably acceptable to the City and the District, such change or other development which formed the basis for the negotiations. The City and the District recognize that the purpose of the negotiations would be to preserve, to the maximum extent consistent with law, the intent, scope and purpose of this Agreement.

18. Oversight Committee. After Closing, an Oversight Committee, consisting of not less than one staff person and one elected official from each Party, shall meet at least once every six months to monitor and discuss implementation of and compliance with this Agreement.

19. Dispute Resolution. The Parties shall first attempt to resolve a dispute by discussions among a City representative or representatives selected by the City Manager and a District representative or representatives selected by the District General Manager. If the discussions are not successful, the Parties shall engage in mediation within forty-five (45) days of termination of discussions, according to a process and before a mediator agreed upon by the Parties. The Parties shall not resolve a dispute by mandatory arbitration. The Parties reserve their rights to pursue any available Court remedies at any time after the conclusion of the mediation.

20. Re-transfer of Collection System.

20.1 Re-transfer—Less than 30 Years—Specific Reasons. Less than thirty (30) years after the Closing Date, the City may take over ownership, operation and maintenance of the Collection System for the following reasons and in accordance with the terms and conditions of Section 20.5 ("Re-transfer"):

20.1.1 The District ceases to exist pursuant to statutory or court authorization and process, including but not limited to merger, consolidation or disincorporation under Title 57 RCW.

20.1.2 The City of Vancouver assumes full management and control of the District either pursuant to RCW 35.13A.030 (at least sixty percent (60%) of the area or sixty percent (60%) of the assessed valuation of the real property of the District is within the City) or pursuant to RCW 35.13A.040 and 35.13A.050 (less than sixty percent (60%) of the area or sixty percent (60%) of the assessed valuation of the real property of the District is within the City, and the voters of the District approve a ballot proposition that requires the City to become responsible for the operation and maintenance of the District's property, facilities and equipment throughout the entire District and to pay the City a reasonable charge for such operation and maintenance). The Parties understand that assumption by the City pursuant to RCW 35.13A.030, 35.13A.040 and 35.13A.050 does not dissolve the District, and that where there is an assumption under RCW 35.13A.030, and an assumption and vote under 35.13A.050, the District may be dissolved by Superior Court order pursuant to RCW 35.13A.080.

20.1.3 A new city is incorporated in thirty percent (30%) or more of the District's service area (either through the incorporation or through the incorporation and subsequent annexations), and the new city elects to assume full management and control of the District under the circumstances and statutes discussed in Section 20.1.2.

20.1.4 Pursuant to a final decision, a court of competent jurisdiction determines that the District has been unable for at least one (1) year to comply materially with the capital, operations and maintenance commitments of Sections 16.1 and 16.3, and Exhibits D and G, of this Agreement.

20.1.5 Pursuant to a final decision, a court of competent jurisdiction determines that the District lacks legal authority to operate and maintain the Collection System or lacks the financial ability to operate and maintain the Collection System in accordance with generally accepted standards of the State of Washington wastewater industry.

20.2 Re-transfer—Section 20.1.4—Negotiated Re-Transfer. If the City files a notice under Section 20.4 for a Re-transfer under Section 20.1.4, the parties may negotiate and agree upon a Re-transfer before or during the court action.

20.3 Re-transfer—30 Years or More. Thirty (30) years or more after the Closing Date, the City may take over ownership, operation and maintenance of the Collection System in accordance with the terms and conditions of Section 20.6.

20.4 Notice of Re-Transfer. If the City desires a Re-transfer under either Sections 20.1 or 20.3, the City shall give notice thereof to the District, identifying the applicable Section above for the Re-transfer and the proposed date for Re-transfer, which shall be at least one (1) year after the date of the notice. If the Re-transfer is for the reasons in Sections 20.1.4 and 20.1.5, the City must give notice to the District before filing the court action, but the one (1) year period shall run concurrently with the court action.

20.5 Negotiation of Re-transfer Agreement. Except as provided in Section 20.2, after notice of a Re-transfer under Sections 20.1.1 through 20.1.3, or after a final court decision approving a Re-transfer under Sections 20.1.4 and 20.1.5, the Parties shall commence negotiations on a Re-transfer agreement. The Re-transfer shall include the terms and conditions of Section 20.6 and any other terms and conditions that are agreed to by the Parties. If the Parties are unable to agree upon a Re-transfer agreement within one hundred eighty (180) days after commencement of negotiations, the Re-transfer shall occur anyway upon the terms and conditions of Section 20.6; provided, that the District or the City may seek a court decision that inserts into the Re-transfer agreement a term or condition that is necessary to mitigate or eliminate a material and substantial impact of the Re-transfer.

20.6 Terms and Conditions of Re-transfer. The Re-transfer shall be subject to the following terms and conditions:

20.6.1 The City shall reimburse the District for an amount that is calculated on a net present value basis, as follows:

- Add (i) actual District capital expenditures on all additions to or improvements of the Collection System (as defined in Section 1) from the Closing Date to the re-transfer date ("Collection System Improvements") and (ii) District debt service payments from the Closing Date to the re-transfer date for debt assumed from the City or issued by the District to finance the Collection System, and (iii) all remaining system development charge credits applied to connection charges from the Closing Date to the re-transfer date; and

- Subtract from that sum (i) all depreciation of the Collection System Improvements, (ii) all connection charges paid to the District from the Closing Date to the re-transfer date by property owners connecting to the Collection System, and (iii) all Cash Reserves transferred to the District by the City under paragraph 1.5 that are not used for the Collection System Improvements.

20.6.2 The City shall pay the reimbursement to the District only if the amount calculated by the formula of Section 20.6.1 is positive.

20.6.3 The City shall either assume all outstanding debt related to the Collection System Improvements, including outstanding system development charge credits, or eliminate such debt prior to the re-transfer date.

20.6.4 The District shall either (i) transfer to the City any unexpended proceeds from debt issued by the District for the Collection System or (ii) use the proceeds from such debt for the benefit of the Collection System as agreed to by the Parties.

20.6.5 The City shall become responsible for any District contractual obligations that the District cannot unilaterally terminate, such as a collective bargaining agreement, if any.

20.7 Re-Transfer due to Assumption by Cities. Wastewater from the Collection System will be transported to the Alliance-owned (as of January 1, 2015) Ridgefield Wastewater Treatment Plant and Salmon Creek Wastewater Treatment Plant, as needed, to serve wastewater treatment demand. The portion of the wastewater from the Collection System that is transported to the Salmon Creek Wastewater Treatment Plant flows through the DCWTS Project, additional District collection facilities and Alliance facilities (collectively, the "Transmission System"). The "District Transmission System" is defined as that portion of the Transmission System that is owned, operated and maintained by the District and is not part of the Collection System or the Alliance facilities. Pursuant to RCW 35.13A.030, 35.13A.040 and 35.13A.050, an assumption by the City of Vancouver or a new city (collectively, the "Cities") of the full management and control of the District (which is grounds for Re-Transfer pursuant to Sections 20.1.2 and 20.1.3), is subject to the provisions of this Agreement. Further, RCW 35.13A.070 authorizes a city and the District to enter into an agreement regarding the ownership, use, operation, maintenance, construction and financing of property and facilities for purposes of inclusion of the District within that city. In view of these statutes, and as a separate term, condition, and requirement of this Agreement, which is binding on the Cities as possible successors to the District under Section 29, the Cities shall continue after assumption to transmit wastewater from the Collection System to the Ridgefield Wastewater Treatment Plant and Salmon Creek Wastewater Treatment Plant in much the same fashion as before the assumption. Should the Cities decide to assume the District, and the City choose to pursue Re-Transfer pursuant to Sections 20.1.2 and 20.1.3, the Parties shall work cooperatively together to consider possible transfer of all or a portion of the District Transmission System to the Alliance. The Parties shall work cooperatively together to determine an equitable share of capacity in the District Transmission System and Alliance facilities that has either been purchased, or could be leased or purchased, by the customers of the Collection System. The Parties shall submit to the Alliance for its consideration any agreed upon share of such capacity as a basis for capacity allocations between the Parties.

21. Real Property Rights for Unknown System Components. Except as provided in Section 2, if a portion of the Collection System Infrastructure is discovered within three (3) years after Closing, and the City's and the District's right to own, maintain and use such portion is not evidenced by a real property instrument, the City shall acquire the legal right to own, maintain and use such portion by negotiation, quiet title or declaratory action or condemnation, with the Parties sharing equally in the cost and expense. After the acquisition, the City shall transfer such legal right to the District free and clear of all liens, liabilities and encumbrances, in a form of document approved by the District, which approval shall not be unreasonably withheld or delayed.

22. Challenges to System Transfer or Collection System Compensation. Except as provided in Section 17, if after Closing an action or lawsuit is filed against the City, the District or both, challenging the transfer, ownership, operation, maintenance, repair or improvement of the Collection System pursuant to this Agreement, or the District's payment of compensation for the Collection System or the Franchise, the Parties shall defend such action or lawsuit, sharing equally all costs and expenses of such defense. If the action or lawsuit is filed against only one Party, the Party to the action or lawsuit shall support and concur in the Other Party's request to join in the action or lawsuit. If any court of competent jurisdiction determines that the transfer, ownership, operation, maintenance, repair or improvement of the Collection System pursuant to this Agreement, or the District's payment of compensation for the Collection System or the Franchise, is invalid, either Party may terminate this Agreement. Upon termination, the District shall return the Property to the City by appropriate documents in forms agreed to by the parties. If the District has made additions to or modifications and replacements of the Collection System improvements, the City shall reimburse the District for District capital expenditures in accordance with the formula of Section 20.6.

23. Records review. Upon three (3) business days notice, or upon notice agreed upon by the Parties, a Party shall have the right to inspect and copy, without charge, all records of the other Party relating to this Agreement or its subjects.

24. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees and volunteers in performing obligations under this Agreement. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees and volunteers, and the City or its officers, officials, employees and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees or volunteers.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

25. Notices. All notices and other communications under this Agreement shall be in writing by regular U.S. mail or certified mail, return receipt requested.

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

City of Ridgefield
P.O. Box 608
Ridgefield, WA 98642
Attention: City Manager

or to such other person or place as the City shall furnish to the District in writing, with a copy to:

Janean Parker
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027

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

Clark Regional Wastewater District
P.O. Box 8979
Vancouver, WA 98668-8979
Attention: General Manager

or to such other person or place as the District shall furnish to the City in writing, with a copy to:

Rod P. Kaseguma
Inslee, Best, Doezie & Ryder, P.S.
777 – 108th Avenue NE, Suite 1900
Bellevue, WA 98004

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.

26. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written approval of the non-breaching Party and attachment of such written approval to this Agreement.

27. Severability. 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, and the Parties agree to work in good faith to reform this Agreement to conform it to the Parties original intent.

28. Entire Agreement; Amendment. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions. The recitals and the Exhibits attached hereto, with the exception of Exhibit E (Franchise), are incorporated into this agreement as though fully set forth herein. This Agreement may be amended only in writing, signed by both Parties.

29. Successors and Assigns. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Parties. The District may assign or transfer its rights, duties and obligations under this Agreement, after prior written notice to the City and assignee's written commitment, in a form and content approved by the City, that assignee shall thereafter be responsible for all rights, duties and obligations of the District with respect to this Agreement. Such an assignment shall relieve the District of any further obligations under this Agreement, including any obligations not fulfilled by the District's assignee; provided that the assignment shall not in any respect relieve the District, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the assignment.

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

31. No Joint Venture. 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.

32. Jurisdiction and Venue. 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.

33. Prevailing Party Costs. 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.

34. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

35. Further Documents. The City Manager and the District General Manager, or their designees, are authorized to execute or furnish such documents as may be necessary to implement and consummate this Agreement and the actions, duties or responsibilities of this Agreement.

36. Survival. Sections 7.7, 9.5 and 24 of this Agreement shall survive the term of

this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

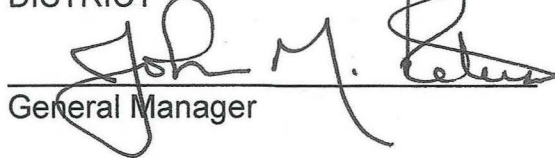
CITY OF RIDGEFIELD



City Manager

Date: 6-18-2013

CLARK REGIONAL WASTEWATER
DISTRICT



General Manager

Date: 06-25-2013

Attested to:



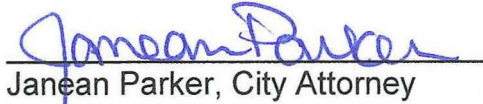
City Clerk

Attested to:



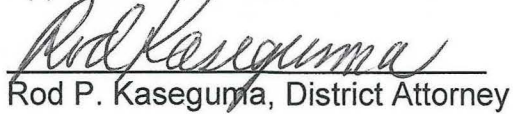
Clerk to Board of Commissioners

Approved as to form:



Janean Parker, City Attorney

Approved as to form:



Rod P. Kaseguma, District Attorney

Exhibit A

Exhibit A – Description of Real Property

Exhibit A depicts the known rights and interests in the real property on which the Collection System is located. Collection System assets include pump stations, STEP systems, sewer pipes and manholes both within and outside of City right-of-way. **Exhibit A Map 1 – Ridgefield Easements** displays the existing sewer Collection System. Highlighted are five types of properties which contain Collection System assets. The chart below depicts each property type and the process for securing and transferring said rights and interests. Descriptions of the known parcels outside City right-of-way that contain sewer assets are also included in this exhibit.

	Exhibit A	Number of Parcels	Process
Assets in City Streets (within City right-of-way)	Green	Not Applicable	Exhibit E – Non-Exclusive Franchise Agreement addresses assets within the right-of-way.
Assets on City-owned parcels (not within the right-of-way)	Blue	22	Create easements to transfer to District. Section 8.1 provides for the approval and execution of all Real Property transfer documents (easements) on or before December 15, 2013.
Assets on Non-City-owned parcels with documented City Easements	Purple	85	Assign existing City sewer easement rights to District. Section 8.1 provides for the approval and execution of all Real Property transfer documents (easements) on or before December 15, 2013.
Assets on Non-City-owned parcels with no documented City Easements	Red	135	Section 2 provides for collective best efforts on the part of both agencies to secure these easements.
Private STEP Systems and Pump Station on Non-City-owned parcels with no documented City Easements	Orange	8 STEP Systems 1 Pump Station	Section 2 provides for collective best efforts on the part of both agencies to secure these easements.
TOTAL		251	

[illegible]

**EXHIBIT A -
DESCRIPTIONS OF PARCELS OUTSIDE CITY RIGHT OF WAY**

Assr_sn	OWNER	STADDRS	LEGAL	Easement Notes
BLUE = ASSETS ON CITY-OWNED PARCELS				
067888-002	CITY OF RIDGEFIELD	400 N ABRAMS PARK RD	ARTHUR QUIGLEY	CITY OWNED - Abrams Park PS, Sewer Line, and T-7 Force Main
067894-000	CITY OF RIDGEFIELD	NO SITE ADDRESS	ARTHUR QUIGLEY	CITY OWNED - Abrams Park Sewer Line to PS and T-7 Force Main
068034-000	CITY OF RIDGEFIELD	NO SITE ADDRESS	ARTHUR QUIGLEY	CITY OWNED - Abrams Park T-7 Force Main
068200-000	CITY OF RIDGEFIELD	NO SITE ADDRESS	ARTHUR QUIGLEY	CITY OWNED - Abrams Park T-7 Force Main
068318-136	CITY OF RIDGEFIELD	NO SITE ADDRESS	HERON RIDGE I D	CITY OWNED - Shared Access Road to Storm and Sewer - Heron Ridge PS.
068389-000	CITY OF RIDGEFIELD	NO SITE ADDRESS	JAMES CARTY	CITY OWNED - Municipal Sewer System DMH 5 at WWTP
068812-000	CITY OF RIDGEFIELD	NO SITE ADDRESS	RIDGEFIELD	City Owned - Municipal Sewer System MH 30-31
213513-442	CITY OF RIDGEFIELD	NO SITE ADDRESS	BELLWOOD HEIGHTS 1D	CITY OWNED - Open Space, no sewer description
213513-446	CITY OF RIDGEFIELD	NO SITE ADDRESS	BELLWOOD HEIGHTS 1F	CITY OWNED - 15' pedestrian walkway, no sewer description
213808-202	CITY OF RIDGEFIELD	NO SITE ADDRESS	CEDAR RIDGE 1 D	CITY OWNED - Open Space, no sewer description in 30' setback
213808-388	CITY OF RIDGEFIELD	NO SITE ADDRESS	CEDAR RIDGE 2 D	CITY OWNED - Pedestrian Access, no sewer description
213808-392	CITY OF RIDGEFIELD	NO SITE ADDRESS	CEDAR RIDGE 2 F	CITY OWNED - includes 20' Sanitary Sewer Easement
214052-003	CITY OF RIDGEFIELD	NO SITE ADDRESS		CITY OWNED - Junction PS Access Road. Need Access Easement to PS.
986027-686	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 A	CITY OWNED - 15' City Sanitary Sewer Easement (width varies on this parcel); 5.5' City Sanitary Sewer Easement on south
986027-687	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 B	CITY OWNED - 15' City Sanitary Sewer Easement
986027-688	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 C	CITY OWNED - City Sanitary Sewer Line E-W in PH 1
986027-690	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 E	CITY OWNED - Pioneer Canyon PS
986027-691	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 F	CITY OWNED - 15' City Sanitary Sewer Easement
986027-696	CITY OF RIDGEFIELD	NO SITE ADDRESS	PIONEER CANYON 1 K	CITY OWNED - 15' City SHARED Sanitary Sewer Easement and Open Space
986028-387	CITY OF RIDGEFIELD	NO SITE ADDRESS	SEC 21 T4N R1EWM	CITY OWNED - Junction PS and Access Road AND Sewer Line
986028-753	CITY OF RIDGEFIELD	1922 S SEVIER RD	CANYON VIEW LOT A	CITY OWNED - 20' SHARED Utility Easement #AF4360245
986028-759	CITY OF RIDGEFIELD	1730 S SEVIER RD	CANYON VIEW LOT G	CITY OWNED - Variable Width Utility Easement for Canyon's Ridge PS on City Park
PURPLE = ASSETS ON NON-CITY-OWNED PARCELS WITH DOCUMENTED CITY EASEMENTS				
067369-022	LEWIS TRUSTEE	1510 S 5TH CIR	HILLHURST 1 LOT 11	15' City Sanitary Sewer Easement with PLAT
067369-048	THOMAS	1147 S 6TH WAY	HILLHURST 1 LOT 24	20' City Utility Easement (15' on this property) with PLAT
067369-050	GOIN	1215 S 6TH WAY	HILLHURST 1 LOT 25	20' City Utility Easement (5' on this property) with PLAT
067369-068	LAWRENCE	1180 S 7TH CIR	HILLHURST 1 LOT 34	25' City Utility Easement with PLAT
067992-000	MILL STREET LLC	NO SITE ADDRESS	LOT 1 SP3-311 BENEDICT (Adjusted)	20' City Sewer Easement on Bodine Svy, Bk 58 pg 143. 1959 Municipal Sewer System MH 27-28)
068001-000	KEMPER RICK L	304 N 9TH AVE	ARTHUR QUIGLEY	10' City Sewer Easement (5' on this Parcel) Pemberton Svy Bk27 pg74
068205-000	JEFFERIES	306 N 8TH AVE	ARTHUR QUIGLEY	10' City Sewer Easement (5' on this Parcel), Pemperton Svy Bk27 pg74
068206-000	DETCHEMAN	300 N 8TH AVE	ARTHUR QUIGLEY	10' City Sewer Easement (5' on this Parcel), Pemperton Svy Bk27 pg74
068207-000	DETCHEMAN	308 N 8TH AVE	ARTHUR QUIGLEY	10' City Sewer Easement (5' on this Parcel), Pemperton Svy Bk27 pg74
068209-000	DETCHEMAN	302 N 8TH AVE	ARTHUR QUIGLEY	10' City Sewer Easement (5' on this Parcel), Pemperton Svy Bk27 pg74
068318-058	BOYER VIRGINIA S TRUSTEE	1004 N 10TH WAY	HERON RIDGE I 29	15' City Sanitary Sewer Easement
068318-060	NICKELSON	908 N 10TH WAY	HERON RIDGE I 30	15' City Sanitary Sewer Easement
068318-252	CASCADE WEST DEV INC	638 N 12TH CT	HERON RIDGE 3 19	20' City Sanitary and Storm Easement (no specified location) (PH 2 37)
068318-304	CASCADE WEST DEV INC	NO SITE ADDRESS	HERON RIDGE 3 A	20' City Sanitary and Storm Easement (no specified location)
068318-306	CASCADE WEST DEV INC	NO SITE ADDRESS	HERON RIDGE 3 B	20' City Sanitary and Storm Easement (no specified location)
069475-040	VALENTINE LOUANNA	3 S GEE CREEK LOOP	GEE CREEK MEADOWS	15' City Sanitary Sewer Easement (10' on this Parcel)
069475-042	SCARBROUGH	4 S GEE CREEK LOOP	GEE CREEK MEADOWS	15' City Sanitary Sewer Easement (5' on this Parcel)
069475-074	FULLER SCOTT L	20 S GEE CREEK LOOP	GEE CREEK MEADOWS	15' City Sewer Easement (7.5' on this Parcel)
069475-076	ETEN KRISTI	21 S GEE CREEK LOOP	GEE CREEK MEADOWS	15' City Sewer Easement (7.5' on this Parcel)
069475-100	GEE CREEK HOMEOWNERS ASSOC	NO SITE ADDRESS	GEE CREEK MEADOWS	Gee Creek Meadows PS - City PS Easement, 50' City SHARED Sewer and Pedestrian Easement (includes T-7 Force Main)
121080-056	UPLINGER	2020 S OSPREY DR	OSPREY POINTE LOT 28	15' City Sanitary Sewer Easement with PLAT
121080-058	FOLSE	1928 S OSPREY DR	OSPREY POINTE LOT 29	15' City Sanitary Sewer Easement with PLAT
121080-070	HARVEY	1913 S 15TH CIR	OSPREY POINTE LOT 35	15' City Sanitary Sewer Easement with PLAT, HOA shares easement for access and trail (10' on this Parcel)
121080-072	WHITE	1915 S 15TH CIR	OSPREY POINTE LOT 36	15' City Sanitary Sewer Easement with PLAT, HOA shares easement for access and trail (5' on this Parcel)
121080-110	OSPREY POINTE INC	1327 S 21ST PL	OSPREY POINTE A	City SHARED Utility easement with PLAT
121080-112	OSPREY POINTE INC	NO SITE ADDRESS	OSPREY POINTE C	Osprey Point PS - City Utility Easement for Sanitary PS with PLAT
121080-118	OSPREY POINTE INC	NO SITE ADDRESS	OSPREY POINTE F	Cassini View PS - City Utility Easement for Sanitary PS with PLAT
121107-014	GAITHER HOMES LLC	NO SITE ADDRESS	GARRISON RIDGE 1 C	City Easement to Osprey Point Sanitary PS with PLAT
213490-000	SHELINE	2400 S BERTSINGER RD	SEC 19 T4NR1EWM	20' City Sewer Easement
213494-000	HEIDINGER DAVID & SCHMITT JENNIFER	1740 PIONEER ST		20' City Sewer Easement with PLAT, E of Abrams Park
213494-005	BABCOCK JON & BEVERLY	1730 PIONEER ST		20' City Sewer Easement with PLAT, E of Abrams Park
213494-010	BABCOCK JON & BEVERLY	1720 PIONEER ST		20' City Sewer Easement with PLAT, E of Abrams Park
213730-000	HYDRICK	2410 S BERTSINGER RD	SURVEY 053131	20' City Sewer Easement
213808-206	SUN COUNTRY HOMES INC	NO SITE ADDRESS	CEDAR RIDGE 1 F	30' City SHARED Access and Utility Easement, Perpetual public access easement
213808-208	SUN COUNTRY HOMES INC	NO SITE ADDRESS	CEDAR RIDGE 1 G	20' City SHARED Access and Utility Easement, Perpetual public access easement
213979-000	TRI MOUNTAIN RV PARK LLC	NO SITE ADDRESS	#38 SEC 21 T4N R1EWM	15' City Sanitary Easement No. 3587610 on west side. 15' City easement on south side (7.5' on this parcel).
214017-000	PIETZ EDWARD H TRUSTEE	NO SITE ADDRESS	#68 SEC 21 T4N R1EWM	15' City Sanitary Easement No. 3587610. 11th Ave Sewer Project.
214069-000	TRI MOUNTAIN LLC	457 S 65TH AVE	SEC 21 T4N R1EWM	15' City Sanitary Sewer Easement No. 3587610 (width varies on this parcel)
215882-056	GALLAWA	2730 S CORNETT DR	WISHING WELLS 2 27	20' City Sanitary Sewer Easement with PLAT
215882-058	MCMILLAN	2690 S CORNETT DR	WISHING WELLS 2 28	20' City Sanitary Sewer Easement with PLAT
215882-060	STENEHJEM	2660 S CORNETT DR	WISHING WELLS 2 29	20' City Sanitary Sewer Easement with PLAT
215882-062	HAYMAKER	2170 S 26TH AVE	WISHING WELLS 2 30	20' City Sanitary Sewer Easement with PLAT
215882-064	OKINAKA	2130 S 26TH AVE	WISHING WELLS 2 31	20' City Sanitary Sewer Easement with PLAT
215882-066	VANCE	2088 S 26TH AVE	WISHING WELLS 2 32	20' City Sanitary Sewer Easement and 20' City Access and Utility Easement to PS (width varies on this parcel) with PLAT

**EXHIBIT A -
DESCRIPTIONS OF PARCELS OUTSIDE CITY RIGHT OF WAY**

Assr_sn	OWNER	STADDRS	LEGAL	Easement Notes
PURPLE = ASSETS ON NON-CITY-OWNED PARCELS WITH DOCUMENTED CITY EASEMENTS				
215882-068	KINONEN LAURIE	2062 S 26TH AVE	WISHING WELLS 2 33	20' City Access and Utility Easement to PS (width varies on this parcel) with PLAT
215882-070	THOMPSON	2040 S 26TH AVE	WISHING WELLS 2 34	20' City Access and Utility Easement to PS (width varies on this parcel) with PLAT
215882-118	HATHAWAY	2496 S 31ST CT	WISHING WELLS 3 57	15' City SHARED Sanitary Sewer and 10' Pedestrian Easement with PLAT (7.5' on this parcel)
215882-120	SEMLER	2460 S 31ST CT	WISHING WELLS 3 58	15' City SHARED Sanitary Sewer and 10' Pedestrian Easement with PLAT (7.5' on this parcel)
215882-142	RECTOR	3108 S 23RD WAY	WISHING WELLS 3 69	20' City Storm and Sanitary Easement with PLAT (Width varies on this parcel)
215882-144	KIMSEY	3064 S 23RD WAY	WISHING WELLS 3 70	20' City Storm and Sanitary Easement with PLAT (Width varies on this parcel)
216044-002	GROAT	2119 S WIND RIVER CIR	COLUMBIA HILLS 1	15' City Sanitary Easement, 20' Public Sanitary Sewer and Storm Drainage Easement
216044-004	GROAT	2121 S WIND RIVER CIR	COLUMBIA HILLS 2	15' City Sanitary Easement
216044-008	GROAT	2125 S WIND RIVER CIR	COLUMBIA HILLS 4	15' City Sanitary Easement
216044-032	LOFTIN	2118 S WIND RIVER CIR	COLUMBIA HILLS 16	15' City Sanitary Easement, 20' Public Sanitary Sewer and Storm Drainage Easement
219380-044	ONSLOW	1195 N 1ST AVE	HIDDEN VILLAGE 22	20' City Sanitary Easement with PLAT (10' with this parcel)
219380-046	CAIN	1185 N 1ST AVE	HIDDEN VILLAGE 23	15' City Sanitary Easement and 20' City Sanitary Easement with PLAT (10' with this parcel)
219380-060	SREIG LLC	2 N DEPOT ST	HIDDEN VILLAGE 30	15' City Sanitary Easement
219806-025	GRIMM	12 S 15TH CT	LOT 3 SP3-512	15' City Sanitary Sewer Easement (Hawkins SP3-512)
220032-212	TAVERNER RIDGE HOMEWNRS ASSOC	NO SITE ADDRESS	TAVERNER RIDGE 2 C	City SHARED Public Utility Easement
220032-214	TAVERNER RIDGE HOMEWNRS ASSOC	NO SITE ADDRESS	TAVERNER RIDGE 2 C	City SHARED Public Utility Easement
220032-276	TAVERNER DEVELOPMENT LLC	1202 S GREAT BLUE RD	TAVERNER RIDGE 3 A	Taverner Ridge PS - City Public Utility Easement AND Pump Station
220032-278	TAVERNER DEVELOPMENT LLC	1200 S GREAT BLUE RD	TAVERNER RIDGE 3 B	TEMP City Access and Utility Easement to Tract A. Ends when Tract B is developed.
986027-639	BROWNING	4400 N 4TH CIR	PIONEER CANYON 1 9	15' City SHARED Driveway, Sanitary Sewer and Utility Easement
986027-665	WEBER JENNIFER M & RIAN DAVIS J ETAL	4120 N 3RD CIR	PIONEER CANYON 1 35	15' City Sanitary Sewer Easement (width varies on this parcel)
986027-685	TOOMER	4201 N PIONEER CANYON DR	PIONEER CANYON 1 55	15' City Sanitary Sewer Easement (width varies on this parcel)
986027-693	HORNS CORNER PROPERTIES INC	NO SITE ADDRESS	PIONEER CANYON 1 H	15' City Sanitary Sewer Easement, 5.5' City Sanitary Sewer Easement on south
986027-698	HORNS CORNER PROPERTIES INC	NO SITE ADDRESS	PIONEER CANYON 1 M	15' City Sanitary Sewer Easement, 5.5' Sanitary Sewer Easement on south
986027-702	HORNS CORNER PROPERTIES INC	NO SITE ADDRESS	PIONEER CANYON 1 Q	15' City Sanitary Sewer Easement
986030-940	LENNAR NW INC	360 N GREEN GABLES LOOP	GREEN GABLES 2S 27	15' City Easement (width varies on this parcel) MH 19-31
986028-233	HAGEN	3517 N PIONEER CANYON DR	GREEN GABLES 3 96	15' City Easement (width varies on this parcel) MH 19-31
986028-259	GREEN GABLES PARTNERS LLC	3603 N PIONEER CANYON DR	GREEN GABLES 3 D	15' City Easement (width varies on this parcel) MH 19-31
986028-565	TAVERNER RIDGE HOMWNRS ASSOC	NO SITE ADDRESS	TAVERNER RIDGE 3 D	25' City Utility and Access Easement with PLAT
986028-694	MCM OF WASHINGTON INC	1918 S SEVIER RD	CANYON VIEW LOT 1	20' City SHARED Utility Easement #AF4360245
986028-695	MCM OF WASHINGTON INC	1914 S SEVIER RD	CANYON VIEW LOT 2	20' City SHARED Utility Easement #AF4360245
986028-696	MCM OF WASHINGTON INC	1910 S SEVIER RD	CANYON VIEW LOT 3	20' City SHARED Utility Easement #AF4360245
986028-699	MCM OF WASHINGTON INC	2514 S 19TH CT	CANYON VIEW LOT 6	20' City SHARED Utility Easement #AF4360245
986028-700	MCM OF WASHINGTON INC	2512 S 19TH CT	CANYON VIEW LOT 7	20' City SHARED Utility Easement #AF4360245
986028-701	MCM OF WASHINGTON INC	2508 S 19TH CT	CANYON VIEW LOT 8	20' City SHARED Utility Easement #AF4360245
986028-702	MCM OF WASHINGTON INC	2509 S 19TH CT	CANYON VIEW LOT 9	20' City SHARED Utility Easement #AF4360245
986028-703	MCM OF WASHINGTON INC	2511 S 19TH CT	CANYON VIEW LOT 10	20' City SHARED Utility Easement #AF4360245
986028-705	MCM OF WASHINGTON INC	1804 S SEVIER RD	CANYON VIEW LOT 12	20' City SHARED Utility Easement #AF4360245
986028-706	MCM OF WASHINGTON INC	1724 S SEVIER RD	CANYON VIEW LOT 13	15' City SHARED Access, Utility Easement with PLAT
986028-707	MCM OF WASHINGTON INC	1720 S SEVIER RD	CANYON VIEW LOT 14	15' City SHARED Access, Utility Easement with PLAT
986028-713	MCM OF WASHINGTON INC	NO SITE ADDRESS	CANYON VIEW LOT 20	25' City Ingress, Egress and Utility Easement with PLAT
986028-755	MCM OF WASHINGTON INC	NO SITE ADDRESS	CANYON VIEW LOT C	20' City SHARED Utility and Trail Easement #AF4360245 (includes area west of B)
RED = ASSETS ON NON-CITY-OWNED PARCELS WITH NO DOCUMENTED CITY EASEMENTS				
067389-000	GINTER JAMES & GINTER ELSIE	NO SITE ADDRESS	FRED SHOBERT	Municipal Sewer System MH 63-64
067439-000	MICHELSSEN DIANA D TRUSTEE	603 S SHOBERT ST	FRED SHOBERT	Municipal Sewer System MH 63-64
067445-000	BOTTLER	609 S SHOBERT ST	FRED SHOBERT	Municipal Sewer System MH 65-CO 28
067446-000	FEDERAL HOME LOAN MORTGAGE CORP	607 S SHOBERT ST	FRED SHOBERT	Municipal Sewer System MH 64-65, MH 65-CO 28
067452-000	PECK PAUL JR & PECK BONNIE	412 S SHOBERT ST	FRED SHOBERT	Municipal Sewer System MH 61-62
067468-000	ABBOTT MARCIA A	332 S 8TH CT	FRED SHOBERT	Municipal Sewer System MH 68-CO 29
067486-000	DOUGHERTY TRUSTEES	621 S SHOBERT ST	FRED SHOBERT	Municipal Sewer System MH 65-CO 28
067880-000	RIDGEFIELD PROPERTIES LLC	NO SITE ADDRESS	ARTHUR QUIGLEY	Municipal Sewer System MH 27-28, MH 28-29, MH 29-30, MH 29-CO12, Bodine Svy
067892-000	RIDGEFIELD PROPERTIES LLC	NO SITE ADDRESS	ARTHUR QUIGLEY	Municipal Sewer System MH 29-30
067996-000	MEYERS BRYAN J	411 N 3RD AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 22-23
067999-000	MONAHAN TRACY A	405 N 3RD AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 22-23
068003-000	M L STEWART LLC	NO SITE ADDRESS	ARTHUR QUIGLEY	Municipal Sewer System MH 35-CO14
068004-000	M L STEWART LLC	NO SITE ADDRESS	ARTHUR QUIGLEY	Municipal Sewer System MH 35-CO14
068011-000	GRISWOLD DON & GRISWOLD VELMA	115 N MAIN AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 29-30, Bodine Svy
068014-000	M L STEWART LLC	205 N MAIN AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 27-28, Bodine Svy
068027-000	CHEEK JOHN & CHEEK BEV TRUSTEE	211 MAIN AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 35-CO14 (AKA 602204-000, 602805-000)
068204-000	HOUSING AUTHORITY VANCOUVER	902 PIONEER ST	ARTHUR QUIGLEY	Municipal Sewer System MH 56-CO 25
068211-000	ROBBINS DANA L & BRUSH ELIZABETH	321 N 3RD AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 22-23
068307-000		602 N MAIN AVE		Municipal Sewer System MH 17-CO 7
068322-000	MALCOLM BJ & WHITE MADELINE J	921 N MAIN AVE	CRESTON ADD	Municipal Sewer System Line 53-CO 2 (Existing 4" Sewer Line noted on SP3-565 VOLKMAN)
068330-000		606 N MAIN AVE		Municipal Sewer System MH 17-CO 7
068333-000	BONEBRAKE	907 N MAIN AVE	JAMES CARTY	Municipal Sewer System MH 9-CO 5

**EXHIBIT A -
DESCRIPTIONS OF PARCELS OUTSIDE CITY RIGHT OF WAY**

Assr_sn	OWNER	STADDRS	LEGAL	Easement Notes
RED = ASSETS ON NON-CITY-OWNED PARCELS WITH NO DOCUMENTED CITY EASEMENTS				
068382-000	WILLIAMS RONALD D & WILLIAMS JULIE	106 N COOK ST	JAMES CARTY	Municipal Sewer System MH 9-CO 5
068808-000	PUZISS TRUSTEES	125 S MAIN AVE	RIDGEFIELD	Municipal Sewer System MH 32-33
068816-000	105 PIONEER ST LLC	105 PIONEER ST	RIDGEFIELD	Municipal Sewer System MH 30-31
068820-000	METRO DEANNE S	113 S MAIN AVE	RIDGEFIELD	Municipal Sewer System MH 30-31, MH31-32
068862-000	SESSIONS	116 S MAIN AVE	RIDGEFIELD	Municipal Sewer System MH 32-33
069080-000	FORD ROBERT A & FORD PRISCILLA I	327 PIONEER ST	LAMBERT & SARGENTS	Municipal Sewer System MH 40-41 Shows Alleyway. Not in GIS.
069084-000	FORD ROBERT A & FORD PRISCILLA I	NO SITE ADDRESS	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069085-000	BENEDICT DENNIS & BENEDICT JANET	111 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069086-000	BENEDICT DENNIS & BENEDICT JANET	117 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069087-000	GOLDFINCH ZACHERY T	115 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069094-000	LONG KATRINA	328 S SARGENT ST	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069098-000	ALEXANDER DONALD & SANDRA	124 S 3RD ST	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069100-000	KVANVIG SUSAN K	118 S 3RD ST	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069104-000	MONAHAN TRACY A	112 S 3RD ST	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069108-000	FRANSEN ROCKWELL S	108 S 3RD ST	LAMBERT & SARGENTS	Municipal Sewer System MH 41-42 Shows Alleyway. Not in GIS.
069112-000	MAUL JAMES & MARY	NO SITE ADDRESS	LAMBERT & SARGENTS	Municipal Sewer System MH 40-41 Shows Alleyway. Not in GIS.
069120-000	STANDAL DAVID & CATHLEEN	209 S 4TH AVE		Municipal Sewer System MH 42-43
069124-000	LAHMANN ROBERT & THOMAS	217 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 42-43
069128-000	BENEDICT L S	225 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 42-43, MH 43-CO 17
069132-000	BENEDICT L S	225 S 4TH ST	LAMBERT & SARGENTS	Municipal Sewer System MH 43-CO 17
069152-000	PATEE STEVEN & PATEE LAURIE	104 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069154-000	CHAPMAN EUGENE	108 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069156-000	BENNETT PATRICK & BENNETT TARA	110 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069158-000	MIXTER GEORGE R	116 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069162-000	CHICKS DAVID & CHICKS SUZANNE	120 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069164-000	LANGER RODERIC & LANGER LEANNE	124 S 4TH AVE	JOHN ANDERSON ADD	Municipal Sewer System Drop MH 3-MH 61
069168-000	PINNELL CAROL LAFLEN TRUSTEE	202 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069174-000	EASTTY GARY R & EASTTY MARY ANN	206 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069176-000	SPAGNOLO	208 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069178-000	CLEVINGER	210 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069180-000	DUROVCHIC	214 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069182-000	WEEKS	216 S 4TH AVE	LAMBERT & SARGENTS	Municipal Sewer System MH 61-62
069286-000	WALKER JOHNNIE & PATRICIA	6 MAPLE ST	LAMBERT & SARGENTS	Municipal Sewer System L5-CO8
069288-000	HART MOLLY C	607 N 1ST AVE	RAILROAD ADD	Municipal Sewer System L5-CO8
069340-000	KENWORTHY STEPHEN V	411 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 25-CO 11
069344-000	HOUSING AUTHORITY VANCOUVER	403 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 25-CO 11, shares line with 069352-000
069346-000	HOUSING AUTHORITY VANCOUVER	NO SITE ADDRESS	ABRAMS ADD	Municipal Sewer System MH 25-CO 11, shares line with 069352-000
069352-000	FRANK DAVID E	406 N 1ST ST	ABRAMS ADD	Municipal Sewer System MH 25-CO 11, shares line with 069344-000 and 039346-000
069356-000	BURTON JOEY & KATHY	105 ASH ST	ABRAMS ADD	Municipal Sewer System MH 35-36
069358-000	TWISS DALE (C/B)	319 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 35-36
069362-000	PFEIFER RHONDA L	313 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 35-36
069364-000	DOTTLE DANA E	309 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 35-36
069366-000	SERFACE JUSTIN T & SERFACE RENEE M	305 N MAIN AVE	ABRAMS ADD	Municipal Sewer System MH 35-36
069380-000	THOMAS	409 N 1ST AVE	ABRAMS ADD	Municipal Sewer System MH 25-CO 11
069382-000	HICK KENNETH W	405 N 1ST AVE	ABRAMS ADD	Municipal Sewer System MH 25-CO 11
069384-000	HICK KENNETH W	NO SITE ADDRESS	ABRAMS ADD	Municipal Sewer System MH 25-CO 11
069394-000	BENEDICT DENNIS & BENEDICT JANET	311 N 1ST AVE	ABRAMS ADD	Municipal Sewer System MH 25-26
069400-000	NAUD WILLIAM & NAUD ERLEE ETAL	NO SITE ADDRESS	ABRAMS ADD	Municipal Sewer System MH 25-26
069401-000	LEE RICHARD T & LEE MERRILEE A	314 N RAILROAD AVE	ABRAMS ADD	Municipal Sewer System MH 25-26
069402-000	MCCABE DOUGLAS	NO SITE ADDRESS	ABRAMS ADD	Municipal Sewer System MH 25-26
069406-000	MCCABE DOUGLAS	5 ASH ST	ABRAMS ADD	Municipal Sewer System MH 25-26
069407-000	MARKET ASSET GROUP	NO SITE ADDRESS	ABRAMS ADD	Municipal Sewer System MH 25-26
069410-000	BOUTWELL LOIS E	6 ASH ST	ABRAMS ADD	Municipal Sewer System MH 25-CO11
069482-000	HEFFLIN MICHAEL & HEFFLIN MARNEY	933 N MAIN AVE	CRESTON ADD	Municipal Sewer System MH 4-CO3
069484-000	BISCHOFF	929 N MAIN AVE	CRESTON ADD	15' City Sewer Easement on MH 3-CO4, shares line with 069488-000. No easement on MH 4-CO 3 noted on SP3-565 VOLKMAN.
069488-000	HORAL LLOYD & HORAL LINDA	934 N 1ST AVE	CRESTON ADD	15' City Sewer Easement on MH 3-CO 4, shares line with 069484-000. No easement on MH 4-CO 3 noted on SP3-565 VOLKMAN.
069489-000		NO SITE ADDRESS		Municipal Sewer System MH 4-CO3
219591-000	SELFRIDGE DANIEL J	1148 OLD PIONEER WAY	ARTHUR QUIGLEY	Municipal Sewer System MH 57-58, MH 58-CO 26, MH 58-59 (Old Pioneer Way Svy)
219593-000	DOUGLASS KAY J	OLD PIONEER WAY	ARTHUR QUIGLEY	Municipal Sewer System MH 58-59, MH 59-60 (Old Pioneer Way Svy)
219594-000	STONE	1204 OLD PIONEER WAY	ARTHUR QUIGLEY	Municipal Sewer System MH 58-59 (Old Pioneer Way Svy)
219596-000	CARTASEGNA LUIGI	1076 OLD PIONEER WAY	ARTHUR QUIGLEY	Municipal Sewer System MH 57-58 (Old Pioneer Way Svy)
602204-000	OVIATT ROGER	211 N MAIN AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 35-CO 14 (AKA 068027-000, 602805-000)
602805-000	OVIATT ROGER	211 N MAIN AVE	ARTHUR QUIGLEY	Municipal Sewer System MH 35-CO 14 (AKA 068027-000, 602204-000)
214070-000	PORT OF RIDGEFIELD	5515 S PIONEER ST		No City Sewer Easement. Junction Area Sewer System Project performed by City in 1985.
068326-000	ROBBINS TIMOTHY & ROBBINS TRACY	514 N MAIN AVE	Lot1 SP3-272 BENEDICT	14' Sanitary Sewer & Water Easement (7' on this property)
068326-010	BENEDICT DENNIS & BENEDICT JANET	227 MAPLE ST	Lot3 SP3-272 BENEDICT	14' Sanitary Sewer & Water Easement (7' on this property)
212823-000	MITCHELL, GARY	2001 NW 299th St		20' Sewer Easement for WA State Patrol Weigh Station. (AKA 601317-000)
213498-054	ROONEY	1619 FALCON DR	BELLWOOD HEIGHTS 4	15' Sanitary Sewer Easement with PLAT
213972-000	PACIFIC DETROIT REALTY	6100 S 6TH WAY	ADJ LOT 1 SP3-415	15' Sanitary Sewer Easement per Survey Bk 33 Pg 44 Decade
214065-000	PACHYDERM PROPERTIES LLC	5701 S 6TH WAY	LOT 3 SP3-443	20' Utility Easement for sanitary sewer and water (10' on this parcel) Green Duck 1998, Allen Canyon 2001
214066-000	PORT OF RIDGEFIELD	NO SITE ADDRESS	LOT 1 SP3-443	40' Sanitary Sewer Easement (25' on this Parcel) Allen Canyon 2001, Port Industrial Park Topo 2000
214066-005	PACIFIC DETROIT REALTY	600 S 56TH PL	LOT 2 SP 3-443	40' Sanitary Sewer Easement (15' on this Parcel) Allen Canyon 2001, Port Industrial Park Topo 2000

**EXHIBIT A -
DESCRIPTIONS OF PARCELS OUTSIDE CITY RIGHT OF WAY**

Assr_sn	OWNER	STADDRS	LEGAL	Easement Notes
RED = ASSETS ON NON-CITY-OWNED PARCELS WITH NO DOCUMENTED CITY EASEMENTS				
214066-010	BUCHAN DEVELOPMENT LLC	NO SITE ADDRESS	SP3-443 Allen Canyon	20' Utility Easement for sanitary sewer and water (10' on this parcel) Green Duck 1998, Allen Canyon 2001
214067-000	GAS & FOOD INC	5801 PIONEER ST	LOT 3 SP3-384	20' SHARED Storm and Utility Easement, 10' Utility
214070-005	FLIGHTPATH LLC (Heron Gate)	2 S 56TH PL	LOT 2 SP3-384	20' SHARED Storm and Utility Easement
215607-018	RIDGEFIELDHQ LLC (Pacific Crest Cabs)	NO SITE ADDRESS	RF COMMERCE CTR	50' Public Utility Easement includes sewer line on east side. Private lateral on west side.
215882-020	GARLINGTON	3002 S 23RD WAY	WISHING WELLS 10	20' Sanitary Sewer Easement (10' on this parcel)
215882-022	CARLSON FAMILY TRUSTEE	2958 S 23RD WAY	WISHING WELLS 11	20' Sanitary Sewer Easement (10' on this parcel)
215882-024	MALONE JAMES R & MALONE ANN L	2166 S 29TH CT	WISHING WELLS 12	No City Sewer Easement. 20' Sanitary Sewer Easement (10' on this parcel)
215882-032	TIJERINA OSCAR & TIJERINA KATHRYN	2105 S 29TH CT	WISHING WELLS 16	20' Sanitary Sewer Easement (10' on this parcel)
215882-034	DUTY JAMES & DUTY PATRICIA	2135 S 29TH CT	WISHING WELLS 17	20' Sanitary Sewer Easement (Width varies on this parcel)
215882-042	MASON TRUSTEE	2291 S 29TH CT	WISHING WELLS 21	20' Sanitary Sewer Easement (Width varies on this parcel)
215882-046	PICKETT JUSTUS C II	2780 S CORNETT DR	WISHING WELLS 23	20' Sanitary Sewer Easement (Width varies on this parcel)
219801-000	NVR LLC	NO SITE ADDRESS	FRED SHOBERT	Hillhurst Off-Site 2005 to Gee Creek Meadows 1994. 20' Sewer Easement and Sewer Access Easement to be Dedicated to City. 20' Sewer Easement along east boundary of Gee Creek Meadows to be Obtained by City.
219806-000	NELSON GEOFFREY & NELSON LAURA	NO SITE ADDRESS	LOT 1 SP2-900	30' Non-Exclusive Easement for Ingress, Egress, and Utility (HawkinsFisherJones SP2-900)
219806-005	WELCH ROBERT & LOZANO OLGA	360 S 15TH CT	LOT 2 SP2-900	30' Non-Exclusive Easement for Ingress, Egress, and Utility (HawkinsFisherJones SP2-900)
067409-000	FIRSTENBURG BRUCE E TRUSTEE	NO SITE ADDRESS	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067425-000	BURROW JOHN & BURROW EUNICE	313 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067448-000	RED TODD A	213 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067453-000	KEITEL BROOKE A	215 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067455-000	MILLER WILLIAM T	315 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067456-000	BAKER DANIEL L	219 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067470-000	FRANKLIN	317 S RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067477-000	WRAY LARRY L & WRAY DANIEL P	150 S 9TH AVE	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067494-000	FIRSTENBURG BRUCE E TRUSTEE	NO SITE ADDRESS	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
067496-000	KINCAID ERIC & LANGEVIN JENNIFER	211 RIVERVIEW DR	FRED SHOBERT	No City Sewer Easement. Connected to 1959 CO 22.
068318-134	CASCADE WEST DEVELOPMENT INC	NO SITE ADDRESS	HERON RIDGE I C	No City Sewer Easement. Heron Ridge PS.
068318-148	CASCADE WEST DEVELOPMENT INC	1011 N HERON DR	HERON RIDGE 2 S	No City Sewer Easement
068327-000	BURLINGTON NORTHERN INC (NP)	NO SITE ADDRESS	BNSF	No City Sewer Easement. 1959 Municipal Sewer System MH 1 connected to Hidden Village
069475-102	GEE CREEK MEADOWS HMNRS ASSOC	NO SITE ADDRESS	GEE CREEK MEADOWS	No City Sewer Easement. 30' Private Loop Drive, Common Area.
212785-000	CLARK COUNTY GENERAL SERVICES	1701 NW 299TH ST	SEC 16 T4NR1EWM	No City Sewer Easement. Golf Course PS.
212819-000	WA STATE DOT	NO SITE ADDRESS		No City Sewer Easement.WS Patrol Weigh Station connection to Golf Course PS.
212820-000	WA STATE PATROL WEIGH STATION	NO SITE ADDRESS		No City Sewer Easement.WS Patrol Weigh Station connection to Golf Course PS.
212821-000	WA STATE DOT	2001 NW 299TH ST		No City Sewer Easement.WS Patrol Weigh Station connection to Golf Course PS.
213985-000	PORT OF RIDGEFIELD INDUSTRIAL PARK	NO SITE ADDRESS	LOT 2 SP3-415	No City Sewer Easement. Sewer main lies within 100' wetland buffer. Port Industrial Park Topo 2000, Port Decade AB.
214062-000	BARCHEK TRUSTEES	5985 S 6TH WAY	SEC 21 T4N R1EWM	No City Sewer Easement. Service through 214065 and 214066 connects to this parcel.
214215-000	RIDGEFIELD JUNCTION LLC	6547 S 5TH ST	UNION RIDGE 1 30	No City Sewer Easement. Union Ridge Sanitary AB (same parcel as 601891-000)
215882-054	WISHING WELLS EST HMWNRS ASSOC	NO SITE ADDRESS	WISHING WELLS A	No City Sewer Easement. 20' Sanitary Sewer Easement for lines. No City Easement for Pump Station itself.
219806-010	FISHER RICHARD J & FISHER SANDRA P	280 S 15TH CT	LOT 3 SP2-900	No City Sewer Easement. (HawkinsFisherJones SP2-900)
601891-000	RIDGEFIELD JUNCTION LLC	6547 S 5TH ST	UNION RIDGE PH 1	No City Sewer Easement. Union Ridge Sanitary AB (same parcel as 214215-000)
986027-703	HORNS CORNER PROPERTIES INC	NO SITE ADDRESS	PIONEER CANYON 1 R	No City Sewer Easement. Sanitary Sewer Line for Future Development
ORANGE = PRIVATE STEP SYSTEMS AND PUMP STATION ON NON-CITY OWNED PARCELS WITH NO DOCUMENTED CITY EASEMENTS				
067495-000	EDGAR RONNIE E	870 S HILLHURST RD		No City Sewer Easement. STEP System.
120949-000	CROCKFORD KYLE & DENISE	207 N 20TH PL		No City Sewer Easement. STEP System.
212786-000	7TH DAY ADVENTIST CHURCH	5709 N 20TH ST		No City Sewer Easement. PUMP STATION - CONVERT PRIVATE TO PUBLIC
213531-000	FED HOME LN MTGE CORP	139 N 19TH CT		No City Sewer Easement. STEP System.
215877-000	STEPHENSON WALLACE & JULIE	2361 S HILLHURST RD		No City Sewer Easement. STEP System.
219813-000	MOLLE BYRON & KATHLEEN	1070 S HILLHURST RD		No City Sewer Easement. STEP System.
220018-000	SANDER ROBERT & ERIC	1068 S HILLHURST RD		No City Sewer Easement. STEP System.
220022-000	GAITHER INVESTMENTS LLC	1104 S HILLHURST RD		No City Sewer Easement. STEP System.
220024-000	STEPHENSON DOUG	1180 S HILLHURST RD		No City Sewer Easement. STEP System.

Exhibit B

Exhibit B – Description of Collection System Infrastructure

This exhibit contains a narrative description of all improvements that comprise the Collection System. The Collection System includes the force main in the DCWTS project (scheduled to be constructed in 2014) which connects the Pioneer Canyon Pump Station to the District's future 209th Street Pump Station located at the Gee Creek Rest Area. The Collection System also includes all collection system components within the City of Ridgefield, ending at the headworks of the City's Wastewater Treatment Plant (WWTP). The dividing line between the Collection System and the WWTP is the easternmost treatment plant property line (running north and south), with the exception that the final manhole prior to the wet well and headworks of the plant is included in the Collection System. The narrative also describes the current condition of the Collection System, including any notable conditions. **Exhibit B Map 1 Ridgefield Sewer Collection System Infrastructure** depicts the Collection System, including the DCWTS project and projects included in the 2014-2019 Capital Plan for the Ridgefield Service Area.

COLLECTION SYSTEM INFRASTRUCTURE

In all, the City maintains approximately 245,000 linear feet (46.5 miles) of gravity and force mains (see **Exhibit B Table 1 - Inventory of Gravity and Force Mains**).

Exhibit B Table 1 - Inventory of Gravity and Force Mains

Description	Type	Size (in)	Material	Length (LF)
Older Sewer	G	4	Concrete	100
Older Sewer	G	6	Concrete	3,750
Older Sewer	G	8	Concrete	19,600
Older Sewer	G	10	Concrete	2,350
Newer Sewer	G	6	PVC	11,250
Newer Sewer	G	8	PVC	124,350
Newer Sewer	G	10	PVC	8,300
Newer Sewer	G	12	PVC	4,100
Newer Sewer	G	15	PVC	1,150
Newer Sewer	G	16	PVC	750
Newer Sewer	G	18	PVC	4,050
Newer Sewer	G	24	PVC	300
Newer Sewer	G	30	PVC	200
Newer Sewer	FM	4	PVC	16,900
Newer Sewer	FM	6	PVC	38,250
Newer Sewer	FM	12	PVC	10,950

Existing Gravity-Flow Collection System. The City of Ridgefield owns and operates a network of 6-inch to 30-inch gravity sewers that collect sanitary sewer flows and conveys them west towards the WWTP. Most of the older Collection System is located on the “ridge” between Lake River and Gee Creek, which is comprised of most of the older part of the city. These sewers (mostly 6-inch to 10-inch gravity sewers) were constructed in the late-1950s to 1960's to serve only the then developed portions of the City and were not sized to be large enough to accommodate significant future growth. Starting in the 1990s, a considerable amount of new PVC pipe was added to the Collection System (mostly 8-inch to 12-inch gravity sewers) with the residential and commercial/industrial development occurring east and south of the historic downtown area.

Existing Force Mains and Pump Stations. Three areas, the south Hillhurst Road area, the Ridgefield Junction area, and the Heron Ridge/Bellwood Heights developments have collection systems that discharge to pump stations which pump to 4- and 6- inch diameter sewer force mains that discharge to the downtown system. The discharges from the growth served by these systems are beginning to consume the remaining capacity of the older gravity collection system. In 2005 and 2006, four pump stations were constructed to serve the Taverner Ridge, Osprey Point, Cassini View, and Canyon's Ridge developments. The Pioneer Canyon pump station was constructed in 2007 to serve development in the Junction area. In accordance with Ridgefield's 2005 Wastewater Facility Plan, an interceptor and pump station to intercept and pump wastewater flows from the east and south part of the City's Urban Growth Area was constructed. This system bypasses these flows around the downtown collection system directly to the City's WWTP. These improvements (interceptor, pump station, and force main) are collectively referred to as the T-7 interceptor project and are also known as the Lower Gee Creek interceptor project.

Hillhurst Force Main. The Hillhurst force main is located along Hillhurst Road, running from the pump station located at S. 22nd Circle in the Wishing Well Estates subdivision to the gravity collection system south of Cemetery Road. In addition to serving the Wishing Well Estates subdivision, the system also conveys flows from Ridgefield High School, where a school pump station owned and operated by the school, discharges to the subdivision sewers. The Wishing Well Estates pump station has a capacity of 100 gallons per minute (gpm). Additional pump stations have been connected to this force main with the Cassini View development and the Osprey Pointe development. Each of these pump stations has a rated capacity of 120 gpm.

Taverner Ridge Force Main. The Taverner Ridge force main conveys wastewater from the Taverner Ridge, Columbia Hills, and Canyon's Ridge developments on the southwest side of Hillhurst Road through the historic downtown area to the WWTP. The force main is 6-inch PVC. The Taverner Ridge pump station currently has a capacity of 285 gpm. The Canyon's Ridge pump station has a capacity of 333 gpm.

Junction Force Main. The Junction Force Main serves the Junction area. This force main is a 6-inch PVC pipeline that extends from the Junction pump station near S. 56th

Place to the Gee Creek pump station. The Junction pump station is located west of S. 56th Place and south of Pioneer Street. The capacity of the Junction pump station is approximately 227 gpm. The Junction Pump station will be removed and replaced with a gravity-flow trunk sewer system as part of the DCWTS project to serve the growing needs of the Junction area.

T-7 Force Main. The Gee Creek Meadows pump station located south of Pioneer Street, just west of Gee Creek conveys wastewater around the historic downtown sewers to the WWTP. The Gee Creek Meadows pump station has a current design capacity of 1,000 gpm and discharges to two 12-inch force mains that travel through Abrams Park all the way to the City's treatment facility. Most wastewater south and east of the historic downtown area is pumped by the Gee Creek Meadows pump station.

Pioneer Canyon Force Main. The Pioneer Canyon Force Main consists of two 12-inch pipes that convey wastewater from near the intersection of N. 45th Avenue and Pioneer Canyon Drive to a gravity trunk sewer near the intersection of Pioneer Street and Smythe Road. The Pioneer Canyon sewer pump station has a capacity of 3,100 gpm and is designed to convey wastewater from much of the area east of 45th Avenue.

Heron Ridge Force Main. The Heron Ridge force main conveys wastewater from the Heron Ridge pump station to the downtown collection system near Main Avenue. The Heron Ridge pump station is located north of Heron Drive and serves the subdivisions of Heron Ridge and Bellwood Heights north of Gee Creek. The force main is a 6-inch PVC pipeline. The pump station capacity is approximately 300 gpm.

Other Pump Stations. There are several other smaller pump stations located throughout the Ridgefield Urban Growth Area (UGA). These stations serve facilities that are located below the gravity system. One pump station, serving Abrams Park and the surrounding homes, pumps through a force main that discharges into the gravity-flow system manhole at the intersection of Fifth and Division. A second pump station is located at the Marina located west of the railroad tracks. There is also a pump station for the Tri Mountain golf course and WSDOT weigh station located in the Allen Canyon drainage basin outside of the UGA (but in the Urban Reserve Area). This station discharges to a 4-inch diameter force main that carries the wastewater south to the Junction gravity collection system where all the flows are directed to the Junction force main described above. A final pump station serves the 7th Day Adventist North Pacific Union Conference administrative office center which discharges to a 3-inch diameter force main in N. 20th Street that discharges to the force main in N. 65th Ave serving the golf course.

Pump station assets are summarized in **Exhibit B Table 1 Pump Stations** below.

Exhibit B Table 1 Pump Stations

SEWER PUMP STATIONS										
	Pump Type	Horsepower	Year Built	Covered Control Panel	Chemical Storage Tank	On-Site Hoist, Crane, or Winch	Radio Antenna	Valve Vault	On-Site Generator	Documents
Abrams Park	Submersible	2 @ 7.5	1987	N/A	No	N/A	No	N/A	No	Ecodyne Wet Well Mounted Lift Station, As-Built T-7 Lift Station PDF
Canyon's Ridge (Canyon's View)	Submersible	2 @ 35	2006	Yes	Bioxide Tank	Yes	Yes	Valve Box	Yes, Diesel	As-Built Canyon's Ridge PDF
Cassini View (Osprey Point Ph2, Collins Estates, Krischenbaum Estates Ph2)	Submersible	2 @ 18	2005	Yes	Bioxide Tank	Yes	Yes	Yes, with Piggling Port	Yes, Natural Gas	As-Built Collins Estates and Krischenbaum Estates Ph2 PDF
Gee Creek Meadows (T-7 Lift Station & Force Mains)	Submersible	2 @ 10	1993/2006	Yes	Bioxide Tank	Yes	Yes	Yes, with Piggling Port	No	As-Built Gee Creek Meadows PDF; As-Built T-7 Lift Station PDF
Golf Course	Submersible	2 @ 25	1994/2001	Yes	Bioxide Tank	Yes	Yes	Yes	No	As-Built Port of Ridgefield Golf Course PS and Gravity Sewer PDF; As-Built TriMountain Golf Course OnSite Sewer Improvements
Heron Ridge	Submersible	2 @ 15	2002	Yes	No	No	Yes	Yes	Yes, Natural Gas	As-Built Heron Ridge P1 & Entrance Rd PDF
Junction	Submersible	2 @ 10	1986	No	No	Yes	No	Yes	Yes, Diesel shared with City Water	1986 Junction Area Sewer As-Built; 2008 Junction Lift Station Improvements (not built)
Marina	Submersible	2 @ 5	1977	N/A	No	N/A	No	N/A	No	Ecodyne Wet Well Mounted Lift Station, Port to relocate PS with new overpass project. When PS is moved, City to assign easement to District.
Osprey Pointe (Kirschenbaum Estates Ph1)	Submersible	2 @ 18	2005	Yes	Bioxide Tank	Yes	Yes	Yes	Yes, Natural Gas	As-Built Kirschenbaum Estates Ph1 PDF
Pioneer Canyon	Submersible	3 @ 70	2007	Yes	Bioxide Tank	Yes	Yes	Yes, with Piggling Port	Yes, Diesel	As-Built Pioneer Canyon Lift Station PDF
Taverner Ridge (Ph1&2)	Submersible	2 @ 15	2005	Yes	Bioxide Tank	Yes	Yes	Yes, with Piggling Port	Yes, Natural Gas	As-Built Taverner Ridge Ph1&2 PDF
Wishing Wells Estates	Submersible	2 @ 18	1992	Yes	No	No	Yes	Valve Box	Yes, Diesel	As-Built Wishing Wells Estates Phase 1 PDF
7th Day Adventist North Pacific Union Conference Administrative Office Center	Submersible	2 @ 7.5	2007	Yes	No	No	No	Yes	No	As-Built North Pacific Union Conference Center PDF. Convert from Private to Public Pump Station and force main. Transfer assets and easement.

NOTABLE CONDITIONS

The District has video-monitored approximately 30% of the City's Collection System from 2008 to 2012. Most of this visual monitoring data was secured in the older areas (Downtown, Hillhurst and Junction) of the City. The City is also providing to the District final completion video monitoring data for the developments constructed in the last 10 years. The District has not yet completed a condition assessment of the entire City Collection System. However, based on the available television monitoring data and correspondence with City staff, the City Collection System appears to be in similar condition to equivalent-aged, concrete pipe sections of the existing District collection system.

Collection System – Downtown area. Much of the downtown area Collection System was constructed of concrete pipe in the late 1950s. In general, this part of the Collection System is in good condition. The system is limited to an estimated capacity of 0.72 mgd by bottlenecks in the downtown area, including the 10-inch pipeline that passes under the Burlington Northern railroad track. The City has bypassed this problem by pumping around the downtown bottlenecks with the T-7 and Taverner Ridge force mains. Wastewater flows from the eastern part of the UGA are consolidated at the Gee Creek Meadows pump station and pumped directly to the headwork of the treatment plant through the T-7 force mains. In addition to bypassing the downtown bottlenecks, this strategy takes advantage of the hydraulic gradient that is available after the wastewater is pumped over the ridge that is on the western edge of the downtown Collection System.

The original 1959 downtown pipe system includes a section of 10" asbestos concrete pipe (Class 2400) installed underneath the BNSF railroad tracks. Any future saw cutting or demolition of this section of pipe will require handling in accordance with applicable environmental laws and regulations, including SWCAA notification.

Collection System – New area. The City underwent a period of rapid growth in the 1990s and 2000s. The wastewater Collection System was expanded to serve this growth located to the south, north and east of the existing downtown core. Within the next 10 to 20 years, the City system will consist predominately of a new Collection System, including pump stations constructed to current City standards

Infiltration and Inflow. The downtown Collection System does not exhibit excessive infiltration and inflow as defined by USEPA guidelines. This non-excessive I&I is due to the City's ongoing I&I reduction program. Evaluation of video monitoring data of the system indicates that there is some root penetration within the downtown sewers.

Hot Spots. Evaluation of video monitoring data of the system indicates that there are some broken pipes, root penetration, bellying, H₂S corrosion and grease buildup within the downtown sewers. Two Hot Spots have been identified: The intersection of Pioneer

and Main accumulates grease and debris and requires frequent cleaning to prevent blockage, and the main that runs parallel with the BNSF railroad tracks has a belly, which also requires frequent cleaning. The problems identified do not appear to require immediate capital expenditure. One additional issue was noticed from videotapes. The lining of the Hillhurst concrete gravity main appears to have some premature bulges in it.

A pretreatment ordinance was implemented in 2005 to assist the City in strengthening control of fats, oils and grease (FOG) discharges into the Collection System.

Telemetry and SCADA. The City has invested in a robust telemetry system. The District will utilize the current City radio transmitter/receiver hardware for monitoring of the pump stations. The District plans to purchase a separate licensed frequency, within the existing radio frequency capabilities, to isolate the pump stations from the City's water system SCADA network. The pump station radio transmissions will be rerouted to the District's SCADA network and will provide any required pump station operating data back to the Ridgefield wastewater treatment plant. An additional receiver/transmitter will need to be located on the water tower at Ridgefield High School to enable transmission of data to the District's telemetry system.

System Expansion. Many areas within the City limits are not served by sewer. Significant infrastructure investment will be required to serve the entire City UGA.

Hazardous Materials. There are several Hazardous Sites listed on Ecology's Site Register (dated February 27, 2013) in the City of Ridgefield. **Exhibit B – Map 2 Ecology-Listed Hazardous Sites in Ridgefield** provides the applicable sites and their locations.

The map displays the City of Ridgefield, Oregon, with the proposed DCWTS 209th Street Pump Station and associated sewer lines. The map includes a legend for boundaries, urban growth boundary, DCWTS Trunk Line, Future Pump Station, Gravity, Force Main, Future Capital Projects, Existing Pump Station, and Existing Sewer Lines. The map shows the city's layout with streets, parks, and the proposed sewer system. Two inset maps provide a closer look at the project area: one showing the DCWTS 209th Street Pump Station and another showing the Ridgefield WWTTP and the proposed sewer lines connecting to the city's existing system.

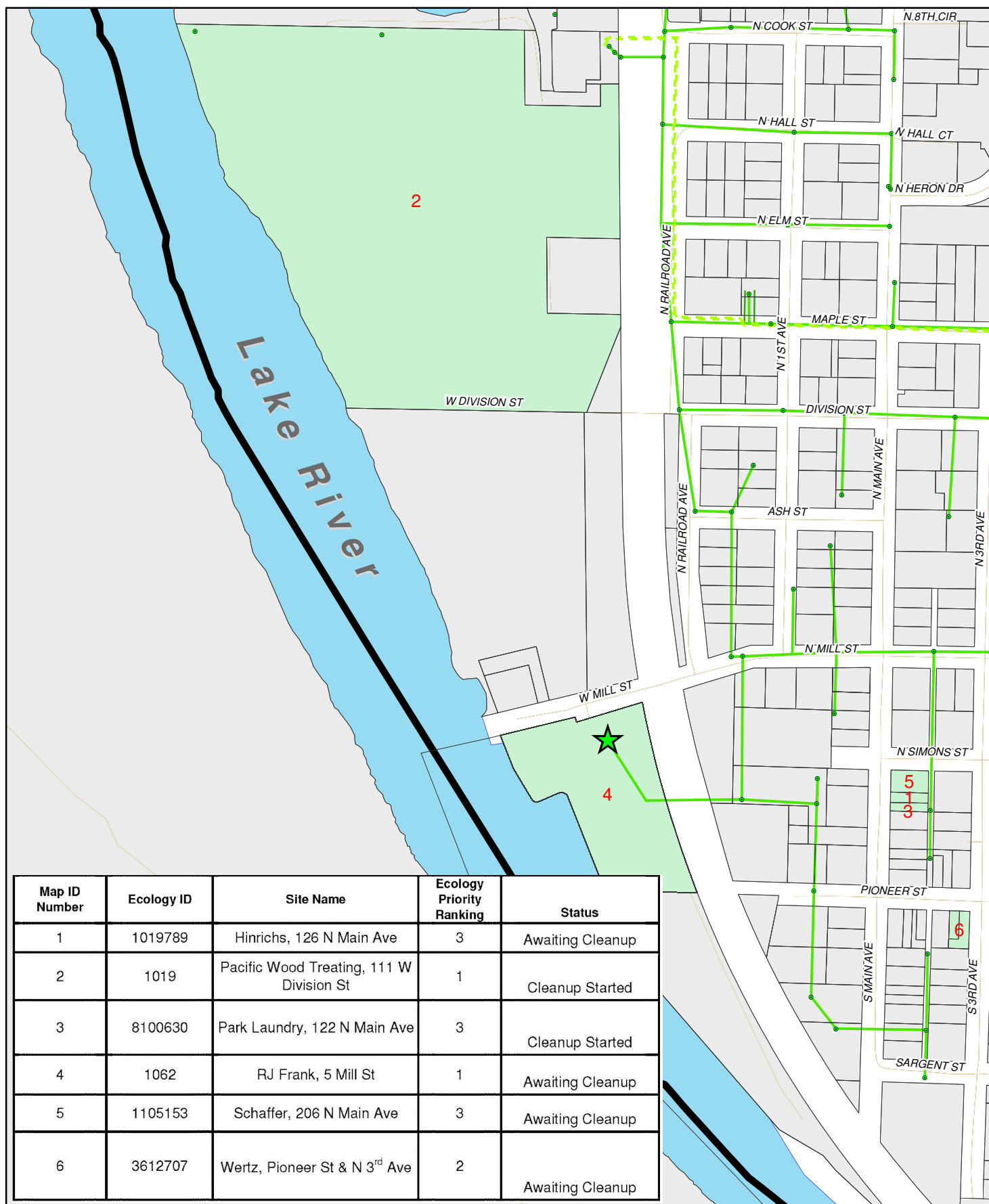


Exhibit B - Map 2

Ecology Listed Hazardous Sites in Ridgefield



Exhibit C

Exhibit C – List of Contract Rights

This exhibit identifies and describes the permits, approvals, agreements, contracts and other rights and duties relating to the ownership or operation of the Collection System that have been shared by the City and are to be transferred to the District. The District will control and be responsible for the terms and conditions of such Contract Rights that relate to sewer improvements.

PERMITS AND APPROVALS

BNSF Crossing to Treatment Plant	1959	Municipal Sewer System Gravity Main at N. Cook Street. District to apply for new BNSF Permit.
BNSF Crossing to Marina PS	1974	Marina Force Main at Pioneer Street. District to apply for new BNSF Permit.
BNSF Crossing to Treatment Plant	2005	Taverner Ridge Force Main at N. Cook Street. District to apply for new BNFS Permit.
BNSF Crossing to Treatment Plant	2006	T-7 Force Mains (2) at N. Cook Street. District to apply for new BNSF Permit.
BNSF Easement for Property	1995	Hidden Village connection to 1959 Municipal Sewer manhole on BNSF property #068327-000. District to apply for BNSF Permit.
WSDOT I-5 Crossing	1998	Timm Rd to Dolan Rd - 12" gravity main in 30" casing. City/District to accept assignment of WSDOT franchise Permit No. 11556.
WSDOT I-5 Crossing	2011	Pioneer Street (SR 501) I-5 Interchange Upgrade. 1994 4" force main. City/District to accept assignment of WSDOT franchise Permit No. 9195.
Ecology NPDES Waste Discharge Permit	2011	City WWTP Waste Discharge Permit #0023272. City/District to add District as a Permittee for Section S4. Facility Loading, Section S5. O&M, and Section S6. Pre-Treatment
SWCAA Air Discharge Permit	2008	Emergency Generator Permit #08-2840ADP. City/District to transfer permit to District for all but Public Works Workshop Emergency Generator Engine.

AGREEMENTS AND LAND USE DECISIONS

The City has provided the District with development agreements for applicable annexations, residential and commercial developments and master plans; and land use decisions (preliminary plat final orders) for ongoing residential and commercial developments. Five agreements are for sanitary SDC credits (see Chris Swindell, Hillhurst Road, Hillhurst Phase 1-2 PUD, T-7 Sewer Improvement Fund and Pioneer Canyon Pump Station below), two relate to ongoing Master Plan developments, and fourteen developments have preliminary plats, and will transfer to the District to review and permit the sewer component for construction as of January 1, 2014.

	Development Agreements	Agreement Date	Expiration Date	Agreement Parties	Tax Parcels	Commitments transferred to District
Chris Swindell Property	Miscellaneous	Unknown	None	Chris Swindell	Unknown	City agreed to SDC credits of \$3,000.00
Hillhurst Road Side Sewers	Miscellaneous	Unknown	None	Grove, Lois Trustee; Grove, Alan & Cheri; Upton, Gerald & Gary; Bleth, Douglas & Janet; Garrison, Roy & Gloria Trustee; Hendrickson, Dorothy M Trustee	215852-000, 215851-000, 215806-000, 215850-000, 215849-000, 215836-000, 215825-000	Agreements signed for parcels on the south side of Hillhurst Road to connect to a pressure line that is no longer in service. Roy Garrison is looking for his agreement as an example. Assumed SDC credits of about \$10,000.00.
Hillhurst Phase 1-2 PUD (AKA Summit Park)	Sanitary SDC Credits: Letter Agreement; Exhibit A: Final Decision February 22, 2001	8/28/2006	None	NVR LLC (previously known as Ridgefield Development LLC), City of Ridgefield	Hillhurst Phase 1 2 PUD Development Parcels	City agreed to SDC credits for oversizing of sanitary sewer system facilities valued at \$57,381.71 and purchase of public utility easements at \$20,000.00 for a total of \$77,381.71. Balance of credits as of 12/31/2012 is \$35,618.71.
T-7 Sewer Improvement Fund	Sanitary SDC Credits; Agreement to Pay for Systems Improvements	8/7/1998	None	List of Local Developers and Landowners	N/A	City agreed that the \$52,000 under the agreement shall be credited to the cost of connecting to the sewer system or payment of SDC. City does not guarantee adequate capacity for sewer available at time of permit. Balance of credits as of 12/31/2012 is \$52,000.
Pioneer Canyon Pump Station	Sanitary SDC Credits; MOU for Reimbursement for Sewer System Improvements	3/24/2008	15 years	The Quadrant Corporation (Green Gables), Horns Corner Properties (Pioneer Canyon), City of Ridgefield	213737-000, 213814-000, 213805-000, 213809-000, 213712-000	City agreed to \$3.3 Million SDC credits for oversizing of sanitary sewer system facilities, including a the Pioneer Canyon pump station (PS-3), force main T-8 FM, and gravity line T-8 identified in the City's CFP and designed and constructed by the developers. SDC credits apply to Pioneer Canyon PUD or Green Gables PUD Phases 1 - 3 Lots AND to any other lots in the City purchased by the Developers. Balance of credits as of 12/31/2012 is \$2,253,757.00
Discovery Pointe Master Plan (DPMC), LLC (AKA Peace Health)	Development Agreement and Amendment 1; Exhibit B: Port of Ridgefield Master Plan Final Order October 14, 2005; Exhibit C: Covenants, Conditions, Reversion of Title and Restrictions Port of Ridgefield/CPMC LLC 2/22/2007	Agree: 4/12/2010, Amend 1: 6/23/2012	Amend 1: If DPMC files 1st phase final plat app with City by 10/14/2014, DPMC can file next 2 year extensions within 15 years.	DPMC LLC, City of Ridgefield	212806-000, 212804-000, 212770-000, 214053-000, 213963-000, 212808-000	City agreed to identify improvements and reserve capacity for the "essential public facility - hospital or medical clinic" on its Capital Facilities Plan. Parties acknowledge that City and District are discussing design and construction options for implementing projects T-11, T-10, and FM-4. DPMC may participate in the cost of these improvements. City agrees to provide DPMC with SDC credits or other consideration as determined by the City (or District, if it acquires ownership) for expenses allowed. City agrees to develop and execute a latecomer agreement for system improvements provided by DPMC that are in excess of DPMC's needs for the project. DPMC may add parcels via amendment.
Union Ridge Master Plan	Development Agreement	6/30/2006	10 years unless a lesser time period applies to a particular provision of the agreement. The parties may mutually agree to extend the term.	Pioneer Estates LLC, Ridgefield Junction LLC, Dollar Tree Distribution, Inc., SC Hinton LLC, SC Graf LLC, City of Ridgefield	215355-000, 214217-000, 214217-002, 214217-004, 214217-006, 214217-008, 214217-010, 214217-012, 214217-014, 214217-016, 214222-000, 215384-000, 214215-000, 215337-000, 214218-000, 214216-000, 213976-000, 213978-000, 214054-000	The Master Plan is developed under the City's EMOU ordinance. City agreed to develop and execute latecomer agreement for sewer system improvements. Developer decided against latecomer agreement with City. Doing its own. No upsizing occurred so no potential for SDCs.

	Land Use Decision	Agreement Date	Expiration Date	Agreement Parties	Tax Parcels	Acreage	Units	Commitments transferred to District
Belle Noche	PUD Final Order PLZ-05-002	12/19/2005	9 years	David Sheline	213707-000	7.2 acres	59 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Gravity sewer main on Pioneer Street may need to be oversized. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity.
Cantebury Trails	Subdivision Final Order PLZ-06-038	7/13/2006	9 years	Gary Eastman (formerly QLG Capital Corporation, A. Latif Lakhani)	213958-000	16.48 acres	64 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Proposes use of Pioneer Canyon Pump Station and gravity line to nearest point of connection.
Cedar Creek	Subdivision Final Order PLZ-07-040	9/10/2007	9 years	Ridgefield Estates LLC	213713-000	10.13 acres	29 SFR	Discusses possibility of an interim pump station or a gravity sewer trunk along Reiman Road that connects to the T-8 sewer at Pioneer Street. Improvements may require easements on private property. No guarantee of service capacity.
Columbia Acres	PUD Final Order PLZ-06-090	3/21/2007	9 years	Richard Nye	213710-000 213717-000	19.85 acres	94 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Discusses possibility of an interim pump station until T-
Diamond Meadows	Subdivision Final Order PLZ-06-047	9/14/2006	9 years	ODC Pioneer 1 LLC	213806-000, 213724-000, 213723-000	9.9 acres	48 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Proposes use of Pioneer Canyon Pump Station.
Garrison Ridge	Subdivision and PUD Final Order SUB 01-05, PUD 02-05. Development Agreement 5/21/10	5/31/2005	9 years	Roy & Gloria Garrison Trust	121105-000	9.85 acres	18 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Proposes use of Osprey Pointe Pump Station and discusses possibility of a second interim pump station until T-17 is constructed. Phase 1 complete. Phase 2 not yet started.
Kemper	Subdivision Final Order PLZ-07-068	12/14/2007	9 years	Kemper Family Trust	213491-000, 213509-000, 213727-000	67.4 acres	200 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Upsize existing 10" main or install T-16W. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity.
Pioneer Place	Subdivision Final Order PLZ-06-108	3/23/2007	9 years	Brett & Lisa Gilbert Etal	213798-000, 213800-000	9.38 acres	46 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Discusses possibility of an interim pump station until T-9W is constructed.
Quail Hill at Union Ridge	Subdivision Final Order PLZ-07-0024	7/11/2007	9 years	Quail Construction LLC	215443-002	9.02 acres	61 TH	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Discussion of sewer improvements no longer needed due to completion of Pioneer Canyon Pump Station.
Ridgefield Woods	PUD Final Order PLZ-06-045	10/17/2006	9 years	Gary Eastman (formerly Skarin-Willey Paul Etux)	213736-000, 213795-000	12.51 acres	39 SF	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Proposes use of Pioneer Canyon Pump Station.
Stephenson Manor	Subdivision Final Order PLZ-05-025	8/14/2006	9 years	Morris Stephenson	220222-000, 120016-000	14.27 acres	30 SFR	Standard City language referring to Chapter 4 of the Engineering Standards. Reference to CFP sewer infrastructure. Reference to oversizing compensation availability. No guarantee of service capacity. Proposes use of Osprey Pointe Pump Station and discusses possibility of a second interim pump station until T-17 is constructed.
Taverner Ridge	PUD and Subdivision Final Order	1/9/1997	9 years for Phase 1	Taverner Ridge LLC	40 parcels within Taverner Ridge Development Agreement	87.2 acres	257 SFR	Includes Development Agreement (3/13/1997) with phasing. Taverner Ridge has completed construction of pump station, forcemain and has established a latecomer agreement which will remain with the City. Taverner Ridge Phases 4 - 9 have not yet been built.
Discovery Pointe	Master Planned Subdivision Final Order SUB-02-05	10/14/2005	9 Years	Port of Ridgefield, City of Ridgefield	212806-000, 212804-000, 212770-000, 214053-000, 213963-000, 212808-000	78.6 acres	16 LOTS	No guarantee of service capacity. The Master Plan is designed to connect to the City's sanitary improvements specified to the Capital Facilities Plan. A condition will require that prior to any development of the site; adequate sanitary service shall be made available to the subdivision. Discussion of possible temporary lift station and force main; also T-10 trunk sewer oversizing potential.
Union Ridge	Employment Mixed Use Overlay Master Plan and Subdivision Final Order MUO-01-05 SUB-03-05	9/2/2005	9 Years	Pioneer Estates LLC, Ridgefield Junction LLC, and SC GRAF LLC	19 parcels with Union Ridge Development Agreement	72 acres North and 286 acres South	22 Commercial and Industrial LOTS and 314 MFR	The proposed sewer collection system improvements are consistent with the Comprehensive Plan policies, including new developments are discouraged from relying on force mains or STEP systems for effluent treatment; design shall accommodate long-term construction of gravity flow system; use of lift stations limited to connecting topographically separated areas of the gravity flow system; and City may consider adoption of interim sewer allocation plan to regulate development if rate of population growth out paces existing sewer capacity.

	Land Use Decision	Agreement Date	Expiration Date	Agreement Parties	Tax Parcels	Acreage	Units	Commitments transferred to District
Agee Mixed Use	Final Order AGEe Mixed Use Development (PLZ 07-0029-31, including conditional use permit)	6/19/2007	6/19/2008	Paul Agee	067922-000, 067992-005, 067992-010	0.64	2 commercial bldgs, 1 office commercial bldg, 5 townhomes	None. This agreement has expired.
Americas Body Company (Union Ridge)	Staff Report and Decision America's Body Company Site Plan Review (PLZ-07-0025)	6/25/2007	none	Pioneer Estates, LLC and Wells Development Company, LLC	215444-018	15.00	Manufacturing /office building	Gravity sewer service can be provided to the site via an 8-inch connection to the existing gravity sewer main in Union Ridge Parkway. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.
Gas & Food, Inc.	Staff Report and SEPA Decision 269th Street Commercial Project - Site Plan Review (PLZ-08-0031)	3/2/2009	3/2/2014	Gas & Food, Inc.	214067-000	1.26	Building A restaurant; Building B general retail; 2 parking lots	Gravity sewer service is currently available to the site from an existing 8-inch gravity sewer main located in the southwest portion of the site. Flows estimated at approximately 6 ERUs. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.
IDM (Union Ridge Lot 5)	Staff Report & SEPA Decision Union Ridge Lot 5 Site Plan Review (PLZ-07-0056)	10/5/2007	none	IDM, LLC	215444-010	11.12	2 warehouse buildings	Gravity sewer service is currently available to the site via an existing sewer line along Union Ridge Parkway that was constructed as part of the Union Ridge Parkway project, and an existing sewer line along South 74th Place. Flows estimated at approximately 10 ERUs. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.
Pacific Crest Custom Cabinets Phase 2 in Ridgefield Commerce Center	Staff Report and Notice of Decision Type 1 Boundary Line Adjustment (PLZ-06-0089) Type II Site Plan Review (PLZ-06-0040)	9/25/2006	none	Ridgefield HQ, LLC	215607-016, 215607-018, 215607-020, 215607-022	13.00	2 phased development of Lots 8-11; Phase 1 Cabinet manufacturing facility; Phase 2 future bldg	Ridgefield Commerce Center Lot 8 increases to 6.32 acres, Lot 9 decreases to 3.46 acres, Lot decreases to 3.22 acres, Lot 11 increases to 0.0013 acre. Gravity sewer service is currently available to the site from an 8-inch gravity sewer main in S 11th Street. Flows estimated at approximately 16 ERUs. Flows to limited capacity Junction Lift Station.
Pioneer Crossing	Final Order Pioneer Crossing Site Plan Review/Type Conditional Use Permit/Type Variances (PLZ-06-0072, PLZ-06-0073, PLZ-06-0074, PLZ-06-0075, PLZ-06-0110)	3/21/2007	8/16/2016	Pioneer Crossing, LLC	214070-000	2.98	office and retail buildings	Gravity sewer service is currently available to the site from an existing manhole and 8-inch gravity sewer main located at the southwesterly corner of the site. Flows estimated at approximately 63 DRUs. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.
Ridgefield Commercial Subdivision	Final Order Ridgefield Commercial Subdivision (PLZ-07-0053)	12/14/2007	12/14/2016	Citation, Inc.	214209-000, 214211-000, 214230-000	38.72	14 lot subdivision.	Subdivision into 14 lots. 12.8 acres critical areas. Up to 4 phases. Additional approval required for commercial development on lots. Existing sanitary sewer line terminates at the corner of South 5th Street and S 65th Ave. Applicant will extend the sewer line north and east to serve Phases 1 and 2 of the project. Applicant also proposes to extend an existing sewer main line north along Union Ridge Parkway to serve Phase 3 and 4 of the project. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.
Ridgefield Village View	Staff Report and Notice of Decision Ridgefield Village View Site Plan Review (PLZ-06-0097, PLZ-12-0018)	4/24/2007	4/24/2013	Ridgefield Properties, LLC	067880-000, 067892-000, 067893-000, 067994-000, 068002-000, 068026-000, 068028-000	3.11	Mixed residential and retail	None. This agreement has expired.
UNFI Phase 2	Staff Report and Decision United Natural Foods Inc. Site Plan Review (PLZ-06-104) Adjustment (PLZ-06-105)	1/31/2007	none	United Natural Foods, Inc.	215355-000, 215384-000	19.73	Phase 1 complete.	Tax lot 25 western portion and Tax lot 54 eastern portion. Gravity sewer service is currently available to the site from the gravity sewer main in Union Ridge Parkway. Assumed flows estimated at approximately 8 ERUs. Flows to limited capacity Junction Lift Station. Condition of approval is to conduct improvements to the lift station as necessary to facilitate site development.

PUBLIC WORKS BOARD AGREEMENTS

The City has secured two PWTF loans and has applied for two additional PWTF loans. All PWTF loans secured by the City will be assumed by the District with the transfer of the sewer collection system.

- Secured PWTF Loan PW 05-691-047 for \$1,597,606 for the Gee Creek Trunk Sewer T-7 Line Project
- Secured PWTF Loan PC 12-951-034 for \$10,000,000 for the DCWTS Project (Ridgefield Regional Trunkline and Pump Station Project)
- Applied for PWTF Loan for \$3,500,000 for the N Junction Project (Peace Health)
- Applied for PWTF Loan for \$1,000,000 for the S Junction Project (Parallel gravity line associated with DCWTS)

Exhibit D

Exhibit D – 2014-2019 Six-Year Capital Improvement Program

Ridgefield Service Area

Project Number	Project Name	City CIP Project Number	Total Project Cost (2010 estimates)	Phase	2013	2014	2015	2016	2017	2018	2019	TOTAL 6-YR Capital
1	North Junction	PS-4/FM-4	\$ 3,500,000	PE	\$ 100,000	\$ 200,000	\$ 200,000					\$ 400,000
	(Peace Health)	T-10 (PS4 to T11)		CN					\$ 85,000	\$ 85,000	\$ 85,000	\$ 255,000
2	South Junction	T-12E	\$ 1,000,000	PE	\$ 70,000							\$ -
	Included in DCWTS)			CN		\$ 465,000	\$ 465,000					\$ 930,000
3	South Junction	T-28W	\$ 400,000	PE						\$ 60,000		\$ 60,000
	Phase 2	T-28E		CN								\$ -
4	Gee Creek PS	Gee Creek PS	\$ 6,000,000	PE				\$ 200,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 1,000,000
	Connect to DCWTS	Reversal		CN								\$ -
5	GSP Update		\$ 100,000	PE			\$ 100,000					\$ 100,000
				CN								\$ -
6	R&R Program		\$ 600,000	PE		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
				CN		\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 510,000
	TOTAL		\$ 11,600,000		\$ 170,000	\$ 765,000	\$ 865,000	\$ 300,000	\$ 385,000	\$ 545,000	\$ 485,000	\$ 3,345,000
	DCWTS		\$25,000,000	PE	\$1,500,000							
	Phase 1			CN		\$ 15,000,000	\$ 7,000,000	\$ 1,500,000				

NOTES: Project 1: Assumes 50% design, permits and ROW acquisition complete by 2014; 100% design complete by 2015; PWTF loan for District Share (\$1,500,000) secured and construction begins in 2016, with debt service payments in 2017 - 2019. Developer Share (\$1,500,000).
Project 2: Assumes 100% design, permits and ROW acquisition complete by 2013; and District Cash Reserves funding construction in 2014 and 2015.
Project 3: Assumes 50% design, permits and ROW acquisition complete in 2018. Construction is outside 6-year window.
Project 4: Assumes 100% design, permits and ROW acquisition performed in 2016 through 2019. Construction is outside 6-year window.
Project 5: GSP update necessary to determine configuration of future Capital Projects.
Project 6: Assumes \$100,000 annual budget for R&R Program.

LEGEND: CN - Construction
DCWTS - Discovery Corridor Wastewater Transmission System
GSP - General Sewer Plan
PE - Preliminary Engineering
PWTF - Public Works Trust Fund
R&R - Repair and Replacement
ROW - Right of Way

Exhibit E

EXHIBIT E

[NOTE: This Exhibit E will become the substantive portion of the City Ordinance granting this Franchise to the District. The City Ordinance will be in the typical format for City ordinances, will include recitals that are relevant to the Collection System Transfer and the Franchise and will require the District Board of Commissioners to accept the Franchise by Resolution within thirty (30) days of the effective date of the City Ordinance]

Section 1. Definitions.

Where used in this franchise ("Franchise") these terms have the following meanings:

A. "City" means the City of Ridgefield, a Washington municipal corporation, and its respective successors and assigns.

B. "District" means the Clark Regional Wastewater District, a Washington municipal corporation, and its respective successors and assigns.

C. "Facilities" means meters, pipes, mains, services, valves, vaults, risers, manholes, generators, electrical control panels, power meters, telephone connections, pump stations, meter stations, lift stations, lines, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating wastewater utility systems, whether the same be located over or under ground.

D. "Franchise Area" means every and all of the Public Rights-of-Way as now or hereafter laid out, platted, dedicated or improved, or annexed to the City.

E. "Ordinance" means Ordinance No. _____, which approves the terms and conditions of this Franchise.

G. "Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.

H. "Public Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, and over which the City has authority to grant permits, licenses or franchises for use thereof, or has regulatory authority thereover, excluding private roads, railroad rights of way, airports, harbor areas, buildings, parks, poles, conduits, or similar facilities or property owner, maintained or leased by the City in its governmental or proprietary capacity or as an operator of a utility.

I. "Transfer Agreement" means the City of Ridgefield and Clark Regional Wastewater District Collection System Transfer and Operating Agreement approved by City ordinance and District resolution.

Section 2. Franchise.

A. The City does hereby grant to the District the right, privilege, authority and franchise to construct, own, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of the District's wastewater utility functions as defined in Title 57 RCW beginning on the Effective Date of this Franchise; provided that the City's grant of the right to use the Franchise Area as provided herein shall not be construed to require the District to provide such Facilities to the City.

B. Nothing contained in this Franchise is to be construed as granting permission to the District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Franchise. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. At all times during the term of this Franchise, the District shall fully comply with all applicable federal, state, county and city laws and regulations, as now in effect or as subsequently amended.

Section 3. Non-interference of Facilities.

A. The District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property in accordance with the laws of the State of Washington. Nothing herein shall preclude the District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities; provided that the District receives prior City approval, which shall not be unreasonably withheld; and provided further that the District shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval, but the District shall obtain City approval of such road closures as soon as reasonably possible.

B. Whenever it is necessary for the District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, the District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards and at least to the same condition existing prior to any such excavation, installation, construction, relocation, maintenance or repair. Survey monuments shall

not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

C. If it is determined that the District has failed to restore the right-of-way in accordance with this Section, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and the District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

Section 4. Planning Coordination.

The Parties acknowledge that as a condition precedent to the District's assumption of ownership and operation of the City's wastewater collection system and responsibility for providing sewer service within the corporate boundaries of the City, the City agreed to work cooperatively with the District to minimize the impact of future public improvements upon District wastewater collection system infrastructure. In furtherance thereof, the Parties agree to work together in the planning and coordination of Public Rights-of-Way improvements to reduce the disruption to and/or the need for relocation of the District's Facilities within the Franchise Area to the greatest extent practicable within the intent, scope and budget of such Public Rights-of-Way improvement projects. To accomplish this goal, the Parties shall each assign a representative whose responsibility shall be to coordinate planning for City projects in the Franchise Area as described in Section 5(A) below, including those that involve undergrounding. At a minimum, such coordination shall include the following duties and obligations:

A. For the purpose of planning, the Parties shall provide each other with a copy of their respective adopted six-year and current year Capital Improvement Plans annually and upon request by the other party.

B. By September 1st of each year, the District shall provide the City with a schedule of the District's planned capital improvements which may affect the Franchise Area for the next year.

C. By September 1st of each year, the City shall provide the District with a schedule of the City's planned projects as described in Section 5(A) below which may

affect the Franchise Area for the following year, including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.

D. The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

E. All construction locations, activities, and schedules of the City within the Franchise Area shall be coordinated to minimize inconvenience, disruption or damages to District Facilities; and all construction locations, activities, and schedules of the District within the Franchise Area shall be coordinated to minimize inconvenience, disruption or damage to the Public Rights-of-Way.

F. The Parties agree to cooperate in the planning and implementation of emergency operations response procedures.

G. Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records that show the vertical and horizontal location of its facilities within rights-of-way, measured from the center line of the rights-of-way. Maps shall be provided in the digital electronic format used by the City or the District unless the Parties agree on another format.

Section 5. Relocation of Facilities.

A. As soon as practicable after the City learns or determines that the grading or widening of the Franchise Area or the construction and installation of storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian amenities, or other public street improvements are required, and the proposed project requires relocation of the District's then existing Facilities within the Franchise Area ("District Facilities"), the City shall provide notice of the proposed project to the District .

B. Both Parties shall meet to discuss the proposed project at a mutually agreeable time and place (see RCW 35.21.905, or as amended). Both Parties may propose reasonable alternatives to the relocation of District Facilities, each of which shall be given full and fair consideration without undue delay. The timing of this discussion and evaluation, and any relocation of District Facilities, shall take into account the type, extent, scope and purpose of the proposed project, the type and extent of the relocation, service and safety requirements, the need for acquisition of additional right-of-way or easements for utility relocation, the construction sequence for the relocation within the construction sequence and constraints for the City's overall public improvement project, and the period of time for and complexity of obtaining necessary permits and approvals for the proposed project and the relocation. The City shall make reasonable efforts to provide the District with as much time as practicable to review the proposed project, consider alternatives, and accomplish any necessary

relocation. The City and the District agree to work together cooperatively in the process of design, engineering, estimating, scheduling, sequencing work, conversion, cut-over and construction to bring the proposed project and District Facility relocation work to completion in the most efficient and timely manner and to avoid delay and disruption. The District shall make reasonable efforts to complete any necessary relocation within the timeframe established by the City pursuant to the foregoing process and in accordance with state bid law requirements and applicable regulations, permits and approvals.

C. The City shall pay for the cost of relocation of District Facilities within five (5) years of initial construction of the District Facilities; provided, that the City shall not pay for such cost where the relocation is required due to an emergency or unforeseen circumstances, or where such cost is paid for or reimbursed from other sources. For purposes of this Section 5(C), the term "initial construction" shall mean acceptance of substantial completion by the District.

D. Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of District Facilities within the Franchise Area for the benefit of any person or entity other than the City, then the District shall have the right as a condition of such relocation to require such person or entity to:

(1) Make payment to the District at a time and upon terms acceptable to the District for any and all costs and expense incurred by the District in the relocation of District Facilities; and

(2) Protect, defend, indemnify and save the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.

E. This Section 5 shall govern all relocations of District Facilities in the Franchise Area, and shall not apply to the location or relocation of any District Facilities outside of the Franchise Area.

Section 6. Indemnification.

A. The District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including

all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the presence of the Facilities in the Franchise Area or the willful, tortious or negligent acts, failures and/or omissions of the District or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted the District in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. The City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of the City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other party, the party shall promptly notify the other party thereof, and the notified party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. Should a court of competent jurisdiction determine that this Franchise 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 City and the District, their officers, employees and agents, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Section 7. Default.

A. If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs

and expenses of such action to the District. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which the District will have an opportunity to be heard) on the impending ordinance, declare an immediate forfeiture of this Franchise; provided that if any material failure to comply with this Franchise by the District cannot be corrected with due diligence within the thirty (30) day period, the District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the District may so comply shall be extended for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance.

B. Following completion of the remedies of Section 7.A, the Parties have the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in a court of competent jurisdiction.

C. In addition to other remedies provided herein, if the District is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

Section 8. Non-exclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term.

This Franchise shall have a term of thirty (30) years from its Effective Date, and shall automatically renew on the anniversary date of the Effective Date for two (2) five-year terms, unless one Party gives the other Party notice of intent to terminate the Franchise at least one (1) year in advance of the expiration of the initial thirty-year term or any five-year extension.

Section 10. Franchise Fee.

As compensation to the City for its costs of creating and administering this Franchise, the District shall pay to the City a franchise fee ("Franchise Fee") as provided for in Section 14 of the Transfer Agreement.

Section 11. Compliance with Codes and Regulations.

A. The provisions of this Franchise shall take precedence over any conflicting or inconsistent provisions of City Code or City ordinances, as now in effect or as subsequently amended.

B. Nothing in this Franchise limits the City's lawful power to exercise its police power to protect the public safety, health and welfare, including during an emergency or an imminent threat to the public safety, health and welfare.

C. Subject to Section 11.A, the District shall obtain in advance of any work in the Public Rights-of-Way, any permits or approvals required by City laws, regulations and standards, and shall pay applicable fees, and also shall perform any work in the Public Rights-of-Way in accordance with applicable federal, state, county and City laws and regulations.

D. In the event that any territory served by District is annexed to the City after the effective date of this Franchise, such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 12. Location of Facilities and Equipment.

With the exception of components that are traditionally installed above ground such as vault lids, risers, manhole covers, pump stations, lift stations, generators, electrical control panels, power meters, telephone connections and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's Code and applicable development pre-approved plans.

Section 13. Record of Installations and Service.

With respect to excavations by the Parties within the Franchise Area, each Party shall comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, the District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of the District, the City shall provide the District with the most recent update available of any plan of potential improvements to its improvements located within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the precise location of any Facilities placed by the District in any street, alley, avenue, highway, easement, etc., shall be made available to the City within ten (10) working days of request.

Section 14. Shared Use of Excavations.

A. The Parties shall exercise best efforts to coordinate construction work within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The Parties shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either the District or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations or ordinances prohibit or restrict the proximity of other utilities or facilities to District Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made; and

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right not to allow open trenching for five (5) years following a street overlay or improvement project. The District shall be given written notice at least one hundred eighty (180) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoria.

Section 15. Insurance.

The District shall maintain in full force and effect throughout the term of this Franchise, a minimum of Two Million Dollars (\$2,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by District for the purpose of complying with the requirements of this Section.

In satisfying the insurance requirement set forth in this section, the District may self-insure against such risks in such amounts as are consistent with good utility practice. The District shall provide the City with sufficient written evidence, the sufficiency of which shall be determined at the reasonable discretion of the City, upon request, that such insurance (or self-insurance) is being so maintained by District. Such written evidence shall include, to the extent available from District's insurance carrier, a written certificate of insurance with respect to any insurance maintained by District in compliance with this Section.

Section 16. Vacation of Franchise Area.

If the City determines to vacate any Public Rights-of-Way in the Franchise Area where District Facilities are located or maintained, any ordinance vacating such Public Rights-of-Way shall provide and condition such vacation on the District obtaining at no cost to the District a permanent easement at least fifteen (15) feet wide in such vacated Public Rights-of-Way for the construction, ownership, operation, maintenance, repair and replacement of its facilities located and to be located in such vacated Public Rights-of-Way.

Section 17. Assignment.

All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay.

Section 18. Notice.

Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid. If such notice is

personally delivered, it shall be deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, it shall be deemed given three (3) business days after the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: City Manager
 City of Ridgefield
 P.O. Box 608
 Ridgefield, WA 98642
 Phone: (360) 887-3557
 Fax: (360) 887-0861

To District : General Manager
 Clark Regional Wastewater District
 PO Box 8979
 Vancouver, WA 98668
 Phone: (360) 750-5876
 Fax: (360) 750-7570

With copy to: Clark Regional Wastewater District General Counsel
 Inslee, Best, Doezie & Ryder, P.S.
 Symetra Financial Center
 777 - 108th Avenue N.E., Suite 1900
 Bellevue, WA 98004

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

Section 19. Severability.

If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 20. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing

waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 21. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in Clark County Superior Court, Clark County, Washington.

Section 22. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 23. Amendment.

This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 6 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by the District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (1) and (2) referenced immediately above, the provisions of this Franchise shall control.

Section 24. Survival of Terms. The Parties' mutual obligations to indemnify, defend and protect each other shall survive the termination, expiration, revocation or forfeiture of this Franchise.

Section 25. Directions to City Clerk.

Upon passage of the Ordinance that grants this Franchise, the City Clerk is authorized and directed to forward a certified copy of the Ordinance to the District. The District shall have thirty (30) days from the receipt of the certified copy of the Ordinance to accept in writing the terms of the Ordinance and this Franchise.

Section 26. District Acceptance of Franchise.

The District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the Ordinance that grants this Franchise, file with the City its written acceptance of the Ordinance and this Franchise.

Section 27. Effective Date of Ordinance.

This Franchise, and the Ordinance that grants this Franchise, being an exercise of a power specifically delegated to the City Council, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 28. Effective Date of Franchise.

The terms and conditions of this Franchise shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of the Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective Date") of this Franchise.

Exhibit F

Exhibit F – Reduction of System Integration Charge

2014 System Integration Charge

The System Integration Charge for 2014 from the Closing Date through December 31, 2014 is \$19.00/month per ERU for each month.

2015 System Integration Charge

The System Integration Charge for 2015 will be reduced based on the number of **new ERUs with paid connection charges between the Closing Date and June 30, 2014**.

2015 Example Calculation

	Jan 2014	Feb 2014	Mar 2014	Apr 2014	May 2014	June 2014	TOTAL
New ERUs	20	20	20	30	30	30	150

150 new ERUs X \$0.0025/ERU = \$0.375/month reduction. The reduction is then rounded to the nearest 10 cent increment to \$0.40. Using this example, the 2015 System Integration Charge would be \$19.00 - \$0.40 = \$18.60/month/ERU, **effective January 1, 2015 through December 31, 2015**.

The System Integration Charge for 2016 will be reduced based on the number of **new ERUs with paid connection charges between July 1, 2014 and June 30, 2015**. The same calculation will be made annually until there is no remaining System Integration Charge.

2016 Example Calculation

	July 2014	Aug 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	TOTAL
New ERUs	40	40	50	40	40	30	20	20	20	30	30	30	390

390 new ERUs X \$0.0025/ERU = \$0.975/month reduction. The reduction is then rounded to the nearest 10 cent increment to \$ 1.00. Using this example, the 2016 System Integration Charge would be \$18.60 (2015 Charge) - \$1.00 = \$17.60/month/ERU, **effective January 1, 2016 through December 31, 2016**.

Exhibit G

**CLARK REGIONAL WASTEWATER DISTRICT
CLARK COUNTY, WASHINGTON**

RESOLUTION NO. 1586

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLARK REGIONAL WASTEWATER DISTRICT, CLARK COUNTY, WASHINGTON; ADOPTING A SERVICE PLAN WITH THE CITY OF VANCOUVER.

WHEREAS, the Clark Regional Wastewater District and the City of Vancouver executed a coordination of services agreement on June 28, 2010; and

WHEREAS, the agreement stipulates that Clark Regional Wastewater District will adopt a Service Plan within three years after the effective date of the agreement outlining the levels of service, standards and fiscal policies for operation and maintenance of the system; now therefore

BE IT RESOLVED by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, hereby adopts the Clark Regional Wastewater District & City of Vancouver Service Plan as set forth in Exhibit "A," attached to this resolution.

ADOPTED by the Board of Commissioners of Clark Regional Wastewater District, Clark County, Washington, at a regular meeting held on May 28, 2013.

CLARK REGIONAL WASTEWATER DISTRICT

Attest:



Denny Kiggins, Secretary



Norm Harker, President



Neil Kimsey, Vice President

“EXHIBIT A”

Clark Regional Wastewater District and City of Vancouver Service Plan Standards for Management, Operations and Maintenance of Wastewater Collection Systems

Operations and Maintenance

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
1. Gravity Systems	A. Main Line Cleaning Program	i. Subdivision pipes built with PVC later than 1975 and pipes of good condition from CCTV records will be cleaned on an 8-year cycle
		ii. Subdivision pipes built with concrete prior to 1975 and known problem areas will be cleaned on a 3 to 5 year cycle
		iii. Known problem areas at risk for failure (hot spots) will be cleaned on separate rotation cycles, depending on severity (3, 6 or 12 month)
	B. CCTV Inspection Program	i. All gravity lines will be closed-circuit television inspected on an 8-year cycle
		ii. Both agencies will develop common pipe condition rating system
		iii. Both agencies will periodically review software and data compatibility at points of software update
	C. Manhole Inspection	i. Manholes will be inspected with CCTV program cycle annually
		ii. Limited access area manholes will be visually inspected annually for line flow and condition
	D. Limited Access Areas (primarily creek corridors)	i. Line cleaning and CCTV inspection will be completed on standard cycle (re-work)
	E. Lateral Ownership/ Maintenance	i. District to transition ownership of laterals to property owners prior to assumption (see also 3A(iii), 4F(i) and 5H(v))
2. Pressure Systems and Fixtures	A. Pump Stations	i. Both agencies will manage system performance to exceed published Ecology/EPA standards for excessive infiltration and inflow
		ii. Both agencies will address deficiencies noted through CCTV inspection process
		iii. Both agencies will conduct spot checks and/or more involved investigations as needed
		i. All pump stations will be monitored by SCADA 24 hours/day (see also 3G(i) and 4G(ii))
		ii. Pump station sites will be physically visited twice weekly
		iii. Wet wells will be cleaned for grease and debris build-up as needed
	B. Force Mains	iv. Pumps will be rebuilt/replaced as needed
		v. Pump stations will have an uninstalled backup pump available
		vi. Pump stations will have backup generators and pumps available in the event of an emergency
	C. Air-Release Vacuum Relief Valves	i. All stations will be set up for pigging
		ii. Accessible force mains will be cleaned as needed for flow performance, odor or other operational issues (both agencies' long-term goal will be to configure all stations for cleaning)
		i. Air-relief valves will be annually inspected and maintained

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Operations & Maintenance (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
2. Pressure Systems and Fixtures (Continued)	D. STEP Systems	i. STEP systems will be annually inspected and alarm testing performed ii. STEP system tanks will be pumped as needed
	E. Motorized Operating Valve Systems/Siphons	i. Same level of service as Pump Stations (excluding pump and generator components) ii. Siphons under Salmon Creek will be cleaned annually
	F. Odor Control	i. Both agencies will continue to implement odor control on an as-needed basis
	G. Corrosion Control (liquid phase)	i. Force main discharge area will be tested annually during warm weather ii. Critical system-wide mechanical components will be tested every 3 years
3. Program	A. Utility Locates	i. All main lines will be located ii. All force mains will be located iii. All laterals will be located at sewer main line (if the lateral is owned by agency, then the lateral will be located to property line cleanout) (see also 1E(i), 4F(i) and 5H(v))
	B. Safety Issues/Concerns Confined Space	i. Safety program will at least be in full compliance with WISHA regulations ii. Safety program will be managed by a dedicated position iii. When entering manholes/wet wells, a confined space entry permit will be required iv. Ongoing safety training will be provided by Northwest Regional Training Center
	C. Customer Service	i. At a minimum, each agency will dedicate one full-time employee for fielding/dispatching all maintenance issues and handling day-to-day administrative duties for department
	D. Staff – Certification	i. All staff will be certified by position level with Washington Wastewater Collections Personnel Association
	E. CMOM Approach	i. An annual self-audit will be performed for Operations and Maintenance functions ii. CMOM will continue to be monitored for the status of rule promulgation
	F. Maintenance Management System (MMS)	i. Work orders will be generated for field activities ii. MMS will provide preventative maintenance schedules iii. MMS will maintain maintenance history and activities iv. MMS system will be integrated with the GIS system v. Both agencies will periodically review software and data compatibility at points of software update
	G. Supervisory Control and Data Acquisition (SCADA System)	i. SCADA will provide notification of critical system alarms (see also 2A(i) and 4G(ii)) ii. System monitoring and historical data will be captured in SCADA for use in troubleshooting pump station performance iii. SCADA will be utilized on all pump stations and other critical system assets (i.e., schools, churches, MOVs, etc.)

Engineering and Pretreatment

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
4. Design Standards	A. Framework	i. Design Standards utilize “Criteria for Sewage Works Design, Department of Ecology, 2008”, as amended, as the primary framework, except as modified below
		ii. Washington State Department of Transportation (WSDOT) “Standard Specifications for Road, Bridge and Municipal Construction, 2010” for construction documents, as amended by WSDOT and the Agency Special Provisions (updated every two years post WSDOT updates)
		iii. Standard Drawings updated every two years
	B. “To and Through”	i. Development extends sewer to the limits of their project to serve upstream basins
		ii. Extensions for single-family homes connecting to sewer will be considered on case-by-case basis, including consideration of un-programmed septic elimination projects
	C. Gravity Lines	i. Minimum design grades shall be greater than Ecology minimum standards
		ii. As-built grades shall meet Ecology minimum standards
		iii. Temporary cleanouts shall be constructed with a sanitary tee per the City’s Stub Marker detail
		iv. 6” main lines will not be allowed
		v. Repairs will be made with full-circle, stainless steel bands
		vi. Concrete to PVC transitions will be made with Fernco Strongback coupling (or an equivalent product)
	D. Manholes	i. When required, manholes shall be externally sealed and visually inspected prior to backfill
		ii. Steps are required in all manholes
		iii. Manhole flow channels shall have a 0.2 foot difference in elevation from the in pipe(s) to the out pipe
		iv. When multiple pipes of differing sizes enter a manhole, the crowns of the pipes shall be at the same elevation
		v. When a lateral connects directly into a manhole without a main line connection into it, the flow channel shall have a 0.3 foot difference in elevation from the in pipe(s) to the out pipe
		vi. All connections to manholes shall be cored and booted
		vii. Inside drop connections will be allowed by exception only (larger manholes may be required)
		viii. Manholes receiving a force main discharge shall be internally coated
	E. Side Sewers (see also 5F)	i. Curbs are not required to be stamped with the letter “S”
		ii. Lateral ends shall be marked with a 2x4
		iii. Inspection requests require 1-day advanced notification (see also 5B)
		iv. Laterals shall have toning wire installed from the main line to the property line cleanout
		v. Cleanouts shall be required at the property line (installed with building service)
		vi. As-built submittal process shall be required for new construction
		vii. For existing homes, the Inspector will prepare a field drawing of the connection

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
4. Design Standards (Continued)	F. Lateral Ownership and Maintenance	i. District to transition ownership of laterals to property owners prior to assumption (see also 3A(iii) and 5H(v))
	G. Pump Stations	i. Temporary pump stations shall meet the specifications required for permanent pump stations
		ii. Pump stations shall be monitored through a SCADA system (see also 2A(i) and 3G(ii))
		iii. Pump station sites shall be paved
		iv. Pump station site size shall be based on safe and adequate maintenance access
		v. Pump stations shall be designed with submersible pumps
		vi. The minimum size for wet wells is an 8' diameter
		vii. Flow meters are required on all new pump stations
		viii. Pump stations with less than two hours of holding capacity are required to have a permanent generator
		ix. Pump stations without permanent generators are required to have an automatic transfer switch
		x. Electrical power to the pumps shall be routed through a quick disconnect panel
		xi. Pump stations shall have a manual override for the phase monitor
		xii. Pump stations shall have a float-controlled override for the PLC
		xiii. Primary level control shall be ultrasonic with a float back-up system
		xiv. Odor control will be installed around perimeter of pump station
		xv. Landscaping shall be installed around perimeter of pump station
		xvi. Potable water and irrigation shall be installed to the site on a case-by-case basis
	H. Pressure Mains	i. C900/9005 (green) and HDPE pipe and fitting materials are allowed
		ii. Thrust restraints on new pressure mains shall be Megalug Series 2800 and 2500
		iii. Thrust blocks are allowed only when connecting to an existing pressure main
		iv. Toning wire and locate stations shall be required for pressure mains
		v. Gate valves shall have resilient seats with non-rising stems and operators
	I. Grinder	i. If the grinder system is located outside of the building, then the sewer utility has oversight for standards and inspection
5. Development	A. Interim Pump Station	i. Interim pump station installations will be allowed based on unique situations with consideration for any one of the following criteria: 1) Gravity option costs exceed \$350,000 2) Gravity option is more than 1,500 feet away 3) Gravity option would require more than 3 easements or condemnation
		i. Inspector will visit the site on a daily basis while sewer construction is ongoing
	B. Inspection (see also 4E(iii))	ii. Inspector will witness all testing (CCTV by private consultant, air, mandrel)
		iii. Inspector will review as-builts for accuracy

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
5. Development (Continued)	C. Warranties	i. A 2-year warranty is required on newly installed sewers
		ii. Within 1 year of installation, CCTV inspection is required
		iii. Following the CCTV inspection, the facilities will be added to the MMS inventory
		iv. All warranty inspections will be conducted in the winter prior to the warranty expiration
		v. Warranty bonding is not required
	D. Utility Review (RUR)	i. "To and Through" requirements will be addressed in the RUR
		ii. RUR will advise the developer where the point of connection is located
		iii. RUR will advise the developer if a pump station or alternative system is required
		iv. RUR will provide the developer with Pretreatment contact information
		v. Developer is advised that connection fees will be due at time of physical connection
	E. ERU Definition & Determination	i. The District will review ERU definitions during its Comp Plan update
	F. Side Sewer Permit Process (see also 4E)	i. Side sewer permits are available during normal business hours
	G. Oversize/Overdepth	i. Developer will be reimbursed for the cost difference for larger pipe based on the difference between the pipe size required for the development and the pipe size required by the Comp Plan
		ii. Developer will be reimbursed for the additional depth caused by requiring the larger pipe size (not overdepth to serve upstream basins)
	H. Offsite Laterals	i. All offsite laterals will be installed by the Developer's contractor
		ii. Developer will be reimbursed for the cost of offsite laterals for projects located within the District service area
		iii. Developer will be reimbursed through the latecomer process for the cost of offsite laterals for projects located within the City service area
		iv. District will apply a Local Facilities Charge to the benefitting properties
		v. District to transition ownership of laterals to property owners prior to assumption (see also 1E(i), 3A(iii) and 4F(i))
	I. Latecomer Reimbursement	i. Developer must initiate the latecomer reimbursement process within 45 days of final acceptance in order to be eligible
6. Annexation and Planning	A. Annexation	i. District annexations will be in conformance with RCW Chapter 57
		ii. City annexations will be in conformance with RCW Chapter 35
	B. Planning	i. Comprehensive General Sewer Plan/Sewer Master Plan will be updated at least every 7 years, generally in coordination with Clark County's Growth Management Plan updates
		ii. Flow projections will be based on an employee/acre basis for commercial/industrial-zoned property
7. Capital Program	A. Septic Elimination Program	i. Both agencies will continue with their existing programs to encourage septic conversions

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
7. Capital Program (Continued)	B. Customer Generated Infrastructure	i. District will consider implementing the Septic Elimination Program as the primary approach to provide service to existing homes (similar to City's SCIP demand response)
	C. Utility Local Improvement District	i. District will consider implementing the Septic Elimination Program as the primary approach to provide service to existing homes (similar to the City's SCIP demand response)
	D. Restoration and Replacement (R&R) Program (see also 12B)	i. The basis of the R&R Program should be a predictive model
		ii. System/asset condition assessment shall be performed in order to inform the model
		iii. All projects will be identified in advance
		iv. Projects shall be prioritized based on a risk of failure and consequence of failure analysis
	E. Capital Improvement Program	i. Both agencies will develop a Capital Program that includes capacity projects, extends service, developer reimbursements and eliminating pump stations
		ii. Project lists will be developed, tracked and prioritized
		iii. Project delivery will be based on available funding for program
8. Project Delivery	A. Project Management	i. Each agency will maintain a project delivery process to ensure continuous communication and accountability
		ii. Each agency will review cost of delivery bi-annually to ensure projects are delivered in a cost-effective way
	B. Design	i. 50%, 90%, 99% & Final plans, specifications and estimates with internal reviews at each stage, including operations and construction management
		ii. Each agency will develop project design in-house or outsource to consultant, based on project complexity, schedule and resource availability
		iii. Specialty work will be outsourced, including environmental clearances/permitting and geotechnical
		iv. District will outsource surveying work and the City will perform surveying in-house
		v. Both agencies will utilize on-call design contracts to the extent practical
		vi. Both agencies will use Civil 3D design software
		vii. Public outreach will be project-specific based on complexity and impact
		viii. Real property (easements) will be acquired by Project Managers and include a legal review
	C. Bid and Award	i. Each agency will follow its own specific statutes for procurement
	D. Construction	i. Inspections will be performed as required, based on project complexity
		ii. Specialty inspections will be outsourced (compaction, structural, concrete)
		iii. Operations department will be involved during construction of pump stations to observe, provide input and direction in regard to longer-term maintenance
		iv. Each agency will provide CCTV inspection by agency forces
	E. Post Construction	i. Each agency will adopt acceptance criteria that includes a maximum of ½" sag (using a 1" reference ball), with one sag allowed per line segment
		ii. A 1-year warranty is required on all work

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Engineering & Pretreatment (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
8. Project Delivery (Continued)	E. Post Construction (Continued)	iii. Within 1 year of installation, CCTV inspection is required
		iv. Following the CCTV inspection, the facilities will be added to the MMS inventory
	F. Spot Repairs	i. Each agency will maintain a spot repair program (engineering function at the District, Operations function at the City)
9. Pretreatment	A. Pretreatment/Source Control	i. District and City will continue to coordinate Pretreatment programs closely
		ii. District will prepare for delegation by Ecology
		iii. When District is delegated, the City and District programs should be fully coordinated/compatible
		iv. District will develop an amalgam program to begin at time of delegation
		v. FOG inspections will be performed on a 6-month frequency with more frequent inspections on a case-by-case basis
		vi. Oil/water separator inspections will be performed on an annual frequency with more frequent inspections on a case-by-case basis
		vii. District and City will each continue with their current public outreach efforts
10. Customer Service	A. Customer Service	i. District and City will each continue with their current level of service
11. GIS	A. Software	i. Both agencies use ESRI software for GIS with ArcSDE database structure
		ii. Each agency will perform periodic review of software upgrades and data compatibility between the agencies
	B. Staffing	i. Each agency will maintain a dedicated staff person to maintain GIS records for sewer infrastructure
	C. Data Access	i. Each agency will not have a public portal to the data
		ii. Each agency will have internal web-based accessibility
	D. MMS System Connectivity	i. Each agency's GIS and MMS systems will be connected
	E. Data Input/Collection	i. Record drawings will be imported manually from CAD or TIFF images
	F. Uses	i. Each agency will use the GIS system to support asset management, including criticality analysis, project prioritization, cartography, predictive asset management and other analysis

Finance and Customer Service

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
12. Fund Structure/Reserves	A. Operations and Management	i. Each agency will maintain a minimum of 60 days cash operating expenses
		ii. Minimum reserve level phased in over 5 years
	B. Repair and Replacement (see also 7D)	i. Fund R&R at minimum of 100% of annual depreciation
		ii. Minimum fund balance of 2% of gross asset value
		iii. Additional funding as needed to meet cash flow requirements for asset management program's list of specific future project needs for 20 years
	C. Debt Service/ Debt Stabilization/ Rate Stabilization	i. Paid from rates and/or system development charges
		ii. Debt service coverage ratios shall be in compliance with bond issuance requirements
		iii. Debt service reserves shall be in compliance with bond issuance requirements; minimum of 1 year of debt service
		iv. Rate stabilization minimum funding equal to the annual billing of any major customer(s) who comprise more than 5% of the total billed revenues of the utility
	D. Unemployment	i. Each agency is self-insured for unemployment and (per RCW) will maintain reserve equal to one employee's maximum claim amount
13. Debt Metrics	A. Metrics/Ratios	i. Allocation of system costs charged to new customers at connection to sewer system
		ii. Partially funds infrastructure related to growth per the 20-year capital plan
		iii. SDC charged and paid for every new connection
		iv. SDC reviewed every 2 to 4 years
		v. Connection charges partially fund the debt service related to new capital
14. Rates	A. Rates	i. Debt service coverage ratios (operating and non-operating revenues less expenses requiring payment to outside entities) exceed the annual debt payment of both principal and interest, in compliance with bond issuance documents, typically > 1.25 times
		ii. Debt to equity ratio (total debt/total debt + total net assets) less than 60% debt, 40% equity
		iii. Maintain minimum Moody's investment grade of Aa3
15. Miscellaneous Customer Service Fees	A. Miscellaneous Fees	i. Updated 20-year rate model completed every 2 to 4 years
		ii. Rate architecture (consumption vs. flat rate) to be reviewed every 2 to 4 years with updated rate models
		iii. Rates will be sufficient to meet all financial policy tests
		iv. Revenue from rates sufficient to fund all O&M expenses
		v. Utility will utilize multi-year rate adoptions to provide rate stability and predictability
		vi. Utility will provide for stable rates with small, incremental adjustments
		vii. Gradual reduction in the difference between inside and outside city limit rates (City only)
15. Miscellaneous Customer Service Fees	A. Miscellaneous Fees	i. Miscellaneous customer service fees are priced no more than the cost of providing the service
		ii. Periodic review of miscellaneous customer service fees performed on a routine basis plan

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
16. Utility Billing	A. Billing	i. Back bill policy – No less than 3 years back or to point of purchase/connection
		ii. Each agency will assess finance charge of 10% of current billed charges for late payments
		iii. Bills and notices are printed and mailed in the most cost-effective manner
		iv. Extended vacancies in connected properties will generally be billed for availability of service, unless addressed by separate program related to extended water shut off and/or physical disconnection from system
		v. Foreclosures may be initiated after 3 lien cycles (18 months past due)
		vi. Accounts receivable turnover (annual service charges/average accounts receivable balance) is > 6 times/year
		vii. Accounts receivable collection period (number of days in year/accounts receivable turnover) is < 60 days
	B. Cash Receipting	i. Multiple payment methods will be offered (direct debit, web payment, IVR payment)
		ii. No user fee will be assessed for debit, credit, e-check payments
		iii. Cash deposits will be batched daily for cash management
17. Accounting Functions	A. Budget	i. Budget will be prepared annually or biennially per business need
		ii. Single enterprise fund with Board/Council-designated sub-funds as directed by Board/Council
		iii. Actual vs. adopted budget variances monitored monthly or quarterly per business need
	B. Financial Reporting	i. Each agency will comply with GAAP/GASB requirements
		ii. Internal statements will be produced quarterly and reviewed with management/staff of each agency
		iii. External financial statements will be produced quarterly and reviewed with Board/Council of each agency
		iv. Each agency's current ratio (unrestricted current assets/current liabilities) will be > 1.0
		v. Each agency will maintain an O&M coverage ratio (total operating revenue/total operating expenses including annual depreciation expense) of > 1.0
	C. CAFR/SAO Audit	i. Each agency shall prepare a CAFR annually per modified-accrual basis accounting
		ii. Each agency's CAFR will undergo an annual SAO audit
		iii. Each agency will submit CAFR to the Government Finance Officers Association for the CAEFR award
	D. Payroll	i. Employee master file, pay, benefit and deduction codes will be maintained by the payroll department of each agency
		ii. A benefit program is provided by each agency for permanent employees
		iii. As part of the long-term transition plan, both agencies will move toward common pay practices and benefits

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
17. Accounting Functions (Continued)	D. Payroll (Continued)	iv. Each agency will conduct periodic review of payroll and benefits on a routine basis, as part of the long-term transition plan
	E. Accounts Payable	i. Each agency will process cyclically per Council/Board meeting schedule
		ii. Each agency may perform additional accounts payable runs on an emergency basis
		iii. Each agency will review its Purchasing policy and update as necessary every 2 to 4 years
	F. Treasury	i. Each agency will review internal cash management controls and policies routinely
		ii. Each agency will review its debt policy routinely
		iii. Each agency will review its investment policy routinely
18. Information System	A. Systems/Software/Technology	i. Each agency will ensure its billing software and release patches are kept current within 12 months of latest release
		ii. Each agency will perform periodic review of its software applications (especially at time of software upgrades) for eventual compatibility, as part of the long-term transition plan
		iii. Each agency will ensure that the use of a third party vendor for electronic payment processing will be kept at a minimal cost to ratepayers
		iv. Each agency will offer e-billing
19. Customer Service	A. Operations	i. Each agency will maintain the following minimum customer service hours: M, Tu, Th, F 8AM-5PM and W 9AM-5PM
		ii. Each agency will provide walk-in and phone-in customer service
		iii. Each agency will measure customer satisfaction routinely
		iv. After hours/weekends phone coverage for each agency will be provided by an answering service
	B. Delinquent Accounts	i. Each agency will assess finance charge of 10% of current billed charges after one bill cycle
		ii. Past due process (District):
		1) IVR phone payment reminder after 1 bill cycle
		2) Provide courtesy reminder letter after 2 bill cycles
		3) Research for escrow/mortgage/bank contact information
		4) Provide intent to lien notice after 3 bill cycles
		5) Lien filed 15 days after intent to lien
		6) Provide lien notice after lien filed, including escrow/bank contact
		7) Provide intent to collect letter 7 days after lien notice
		8) Account turned over to collections 30 days after lien notice
		9) Provide right to foreclose letter after 6 th bill cycle 30 days past due, including escrow/bank contact
		10) Review account with attorney and general manager before initiating foreclosure

Exhibit A – Clark Regional Wastewater District and City of Vancouver Service Plan
Finance & Customer Service (Continued)

General Category or Topic Area	Core Function or Service	Joint Standards, Best Management Practices or Minimum Level of Service
19. Customer Service (Continued)	B. Delinquent Accounts (Continued)	ii. Past due process (District) (Continued): 11) Provide courtesy intent to foreclose letter after 9 th bill cycle 30 days past due, including escrow/bank contact 12) Provide intent to foreclose letter 30 days after courtesy intent to foreclose, including escrow/bank contact 13) Research for escrow/mortgage/bank contact information 14) Order litigation title search 15) Lien filed for all outstanding sewer service charges, collection fees and litigation title search 16) Past due accounts are turned over to legal counsel to initiate foreclosure 40 days after lien filed
		iii. Past due process (City): 1) Past due reminder 10 days after due date 2) Final disconnection 12 days after past due reminder 3) Phone call after final disconnection notification 4) Water shutoff after 45 days 5) Notice of collections 60 days after account closed 6) At end of following month, account turned over to collections (remains for 7 years)
		iv. Bankruptcy write-offs for each agency will total less than 0.03% of billed revenues
		v. Bad debt write-offs for each agency will total less than 0.05% of billed revenues

