

6/10/14

**EXHIBIT B: CLARK COUNTY AND DISCOVERY CLEAN WATER ALLIANCE
OPERATOR AGREEMENT**

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**DISCOVERY CLEAN WATER ALLIANCE
OPERATOR AGREEMENT**

PW13-41

THIS AGREEMENT is made and entered into by and between CLARK COUNTY, Clark County, Washington and the DISCOVERY CLEAN WATER ALLIANCE, Clark County, Washington (the "Alliance"), each a Washington municipal corporation (collectively, the "Parties").

RECITALS

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

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

C. The Alliance Agreement designates Clark County as Operator of the Salmon Creek Wastewater Management System, the Battle Ground Force Main System, and other Regional Assets described in Exhibit A, attached (the "Assigned Regional Assets"), for at least five years after the Alliance Operations Date, which is expected to be January 1, 2015.

D. Consistent with the Alliance Agreement, and pursuant to RCW 39.106.040 and RCW 36.01.010, the Alliance and Clark County desire to enter into this Agreement to set forth the terms and conditions of Clark County's service as Operator of the Assigned Regional Assets.

AGREEMENT

In consideration of the following terms and conditions, the Alliance and Clark County agree as follows:

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

2. County Services. Consistent with the Alliance Agreement, Alliance Board resolutions, and Alliance Board policies, and in consultation with the relevant Member agency committees established by the Alliance Board, Clark County shall serve as Operator of the Assigned Regional Assets and shall provide the services described herein and any other services authorized by the Alliance Board. Clark County's services include, but are not limited to, the following:

2.1 Asset management services:

2.1.1 Consistent with the Alliance Agreement, the Alliance Administrative Code, and Alliance Board policies, operate the Assigned Regional Assets;

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

2.1.3 Manage and implement repairs or upgrades to the Assigned Regional Assets for individual projects or contracts of up to \$50,000 or as otherwise limited by the Alliance Board (such value to be indexed to the Engineering News Record construction index for Seattle);

2.1.4 Accommodate Alliance expansion of or upgrades to the Assigned Regional Assets for individual projects of more than \$50,000 (such value to be indexed to the Engineering News Record construction index for Seattle);

2.1.5 Report periodically to the Alliance Board and appropriate standing committees regarding Operator services, projects, and the capacity of the Assigned Regional Assets;

2.1.6 Coordinate Operator duties and responsibilities actively with the Administrative Lead;

2.1.7 Notify the Alliance of significant service contracts relating to the Assigned Regional Assets, consistent with Procedure No. 001-2013, "Notice to Board and Standing Committees for Large Contracts Entered into by Contract Service Providers."

2.2 Wastewater treatment services:

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

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

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

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

2.3 Hiring, personnel, public works, and procurement services:

2.3.1 Consistent with sections 2.1.3 and 2.1.7, above, hire and designate employees, contractors, and consultants to assist Clark County in managing the Assigned Regional Assets;

2.3.2 Consistent with sections 2.1.3 and 2.1.7, above, and with Section 3.1 below, apply federal, state, and local building, land use, and environmental laws applicable to Clark County in managing and implementing repairs or upgrades to the Assigned Regional Assets;

2.3.3 Apply Clark County personnel laws to Clark County employees in carrying out Clark County's responsibilities under this Agreement and the Alliance Agreement;

2.3.4 Consistent with sections 2.1.3 and 2.1.7, above, apply public works and procurement laws applicable to Clark County in carrying out Clark County's responsibilities under this Agreement and the Alliance Agreement;

2.3.5 Upon the approval of the Board of Commissioners, apply and exercise the powers of eminent domain applicable to Clark County in carrying out Clark County's responsibilities under this Agreement and the Alliance Agreement;

2.3.6 Apply and exercise the powers respecting surplus property applicable to Clark County in carrying out Clark County's responsibilities under this Agreement and the Alliance Agreement.

3. Authority; Compliance with Laws; Levels of Service.

3.1 Powers and Authority. Clark County shall have full power and authority to control the Assigned Regional Assets, including, but not limited to, hiring and

designating of staff and consultants, making decisions on the use or application of processes, equipment, and facilities, and controlling other operating decisions. As part of its operational functions, Clark County will also manage capital improvements to the Assigned Regional Assets where the direct construction costs of those individual project improvements is not in excess of \$50,000 (such value to be indexed to the Engineering News Record construction index for Seattle), or as otherwise approved (or limited) by the Alliance Board. Neither the Alliance Board, nor an individual Alliance Board member or a governmental Member (other than Clark County), may direct Clark County to appoint or remove its staff or consultants, nor shall the Alliance Board, an individual Alliance Board member or a governmental Member (other than Clark County) give orders to any employee or consultant working for Clark County. This restriction does not prohibit the Alliance Board, in open session, from fully and freely discussing, with representatives or staff of Clark County, anything pertaining to appointments and removals of staff or consultants. Clark County will coordinate actively with the Administrative Lead and report regularly to the Alliance Board on the operations of the Assigned Regional Assets.

3.2 Compliance with Laws. Except as otherwise provided in the Alliance Agreement, Clark County shall provide the services of this Agreement in accordance with the statutes and regulations applicable to counties and all other applicable laws, regulations, and operating permits.

3.3 Levels of Service and Operating Standards. Clark County shall comply with the minimum levels of service and basic operating standards adopted by the Alliance Board in the Alliance Administrative Code. The minimum levels of service and standards adopted by the Alliance shall be consistent with customary practices for wastewater facilities in Washington State of the type comprising the Assigned Regional Assets.

4. Operating Budget; Compensation; Payment for Services. Clark County shall operate the Assigned Regional Assets and provide wastewater transmission, treatment, and disposal services within the authorization of the Operating Budget.

4.1 Initial Operating Budget and Capital Budget. Consistent with Sections IV, V and VI of the Alliance Agreement, the Alliance, in consultation with Clark County, will have developed an initial Operating Budget and Capital Budget for the Assigned Regional Assets, which initial Operating Budget and Capital Budget shall govern until adoption of the next Operating Budget and Capital Budget pursuant to Section 4.2 (Budget Process) of this Agreement.

4.2 Budget process:

4.2.1 Clark County shall propose and submit a budget to the Administrative Lead for Clark County's services as a component of the Operating Budget no later than September 1 of the year the Operating Budget is to be adopted and shall recommend to the Administrative Lead capital improvements as a component of the Capital Budget no later than September 1 of the year the Capital Budget is to be adopted.

4.2.2 Clark County shall submit to the Alliance quarterly reports for all actual and reasonable maintenance and operation costs incurred by Clark County for providing services under this Agreement.

4.2.3 If Clark County determines that its allocation in the Operating Budget is insufficient to cover all actual and reasonable costs of maintaining and operating the Assigned Regional Assets, then Clark County shall promptly notify the Alliance of that deficiency. The Alliance shall coordinate adjustments to the Operating Budget with Clark County. It is the intent of the Parties that Clark County's adjusted allocation from the Operating Budget will cover all of Clark County's actual and reasonable maintenance and operation costs.

4.2.4 If actual and reasonable maintenance and operation costs of Clark County are less than budgeted amounts paid to Clark County in any year, the excess payments will be taken into account in the Operating Budget or Budgets in subsequent years, consistent with **Section 4.2.3** of this Agreement.

4.3 Calculation of payments:

4.3.1 The Alliance shall pay Clark County for all actual and reasonable maintenance and operation costs incurred by Clark County for providing services under this Agreement, including, but not limited to: allocable employee salaries and benefits; contractor and consultant services; administrative overhead, equipment, materials, supplies, utilities, taxes, fees, and permits; applicable insurance, or self-insurance risk pool insurance, premiums and deductibles for policies maintained under **Section 11** of this Agreement; and capital improvements, repairs, expansions, and upgrades to the Assigned Regional Assets managed and implemented by Clark County for individual projects of up to \$50,000 or as otherwise approved by the Alliance Board (such value to be indexed to the Engineering News Record construction index for Seattle).

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

4.3.3 The Alliance shall include in the Operating Budget all actual and reasonable maintenance and operation costs estimated to be incurred by Clark County for providing services under this Agreement, and shall remit to Clark County each month one-twenty-fourth of its total allocation in the Operating Budget over each biennium.

4.4 Calculation of wastewater flow and capacity:

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

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

4.4.3 If Clark County determines the volume of wastewater discharge by Alliance Members is in excess of the combined Allocated Capacity of any given month as measured by MGD of MMF, the Alliance shall pay any additional costs incurred by Clark County to treat the excess discharged wastewater, as well as related costs to treat and transport the excess amount and including any costs, penalties, and liabilities associated with the treatment or discharge of that wastewater in excess of the NPDES permit or other applicable regulations. Clark County shall provide the Alliance an accounting of its additional costs resulting from receiving, transporting, and treating excess wastewater. Clark County's acceptance of excess wastewater on any occasion or occasions shall not bind Clark County to accept excess wastewater on any other occasion.

4.4.4 When the wastewater discharge reaches 85% of the combined Allocated Capacity, Clark County shall notify the Alliance. The Alliance shall commence the preparation of plans for the usage of its remaining combined

Allocated Capacity and, if needed, provide for additional capacity beyond the combined Allocated Capacity limit.

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

4.4.6 The Alliance and Clark County shall cooperate with each other to determine the source of possible violations of applicable law, regulations, and permits (including applicable NPDES Permits). To the extent not covered by insurance required under **Section 11** of this Agreement, if Clark County is held liable to third parties in performing obligations under this Agreement or is fined or otherwise penalized by local, State, or Federal agencies for failure to operate or maintain the Assigned Regional Assets in accordance with the requirements of those agencies, the Alliance shall pay the costs of such liabilities to third parties and agency fines or penalties, including associated administrative, legal, and engineering costs incurred by Clark County. If the Alliance desires Clark County to pay such liabilities to third parties or agency fines and penalties not covered by insurance required under **Section 11** of this Agreement, it must notify Clark County, and Clark County shall do so as an actual and reasonable maintenance and operation cost and adjust its internal budget for operating the Assigned Regional Assets accordingly. Clark County shall undertake all reasonable efforts to seek recovery for the costs of such liabilities under applicable insurance or self-insurance risk pool insurance. To the extent not covered by insurance required under **Section 11** of this Agreement, Clark County shall be responsible for any liabilities to third parties and agency fines or penalties and associated administrative, legal, and engineering costs caused by its grossly negligent or willful actions or omissions or by actions in violation of this Agreement.

4.4.7 Clark County shall make all reasonable efforts to accommodate the Alliance in implementing and completing capital improvements to the Assigned Regional Assets.

4.5 Wastewater quality standards and programs:

4.5.1 Members and non-Member contributors shall not discharge into the Assigned Regional Assets any wastewater that does not meet the wastewater quality standards required by the Alliance Administrative Code. The Alliance shall enforce compliance with this provision.

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

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

4.5.4 The Alliance shall adopt an industrial wastewater pre-treatment resolution, procedure, or program, as appropriate, meeting applicable state and federal requirements. The Alliance is responsible for implementing the industrial wastewater pre-treatment program, in compliance with the Clean Water Act, as a condition of the NPDES Permit. The Alliance shall be responsible for identification of dischargers, issuance of control documents, issuance of permits, and compliance enforcement, and collection of any special fees, penalties, or other associated extraordinary charges.

5. Term and Effective Date. This Agreement shall be effective January 1, 2015, for a period of five years, and shall terminate on December 31, 2019 (the "Term").

5.1 Automatic Extensions. The Term shall be automatically extended for additional one-year terms unless the Alliance or Clark County notifies the other Party on or before December 31 of the calendar year prior to the calendar year in which the Agreement will expire, that the Agreement shall not be extended.

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

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

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

8. Performance of Non-Alliance Services by Clark County. Upon the approval of the Alliance Board, Clark County may perform retail and wholesale services that are not in conflict with the services provided to the Alliance or in conflict with Clark County's responsibilities under this Agreement.

9. Cooperation. The Parties shall cooperate fully in executing documents that are necessary for Clark County to provide services under this Agreement.

10. Records.

10.1 Clark County shall maintain accounts and records that sufficiently and properly document its services and charges under this Agreement.

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

11. Insurance.

11.1 General. The Alliance shall insure, at replacement cost value, the Assigned Regional Assets. The Alliance and Clark County shall obtain and maintain insurance, or self-insurance risk pool insurance, for their acts and omissions under this Agreement, with the same coverage and in the same amounts as is provided by each Party for its officers, employees, and agents. Upon request of the Alliance or Clark County, the other Party shall provide evidence of insurance, or self-insurance risk pool insurance, coverage in a form acceptable to the requesting Party. Insurance costs incurred by Clark County for coverage associated with operating the Assigned Regional Assets shall be considered an actual and reasonable cost under **Section 4.3.1** of this Agreement.

11.2 Alliance Liability Insurance. The Alliance certifies that it is, and the Alliance shall remain, a member of the Water & Sewer Insurance Pool ("WSRMP") as provided by RCW 48.62.031 (or by a comparable self-insurance risk pool or insurance

provider), and that it is covered by the WSRMP's Joint Self-Insurance Liability Policy. For any claim submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the Alliance, its employees, elected officials, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Alliance and/or its employees, officers, volunteers and agents are found to be liable for, the Alliance shall seek coverage under applicable insurance or self-insurance risk pool insurance.

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

11.3.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage liability and Automobile Liability; and

11.3.2 Workers Compensation per state statute and federal Law.

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

11.5 Clark County Minimum Coverage. The following insurance types and limits shall be maintained by Clark County:

11.5.1 General Liability - \$10,000,000 each occurrence Bodily Injury, Property Damage liability and Automobile Liability; and

11.5.2 Workers Compensation per state statute and federal Law.

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

6/10/14

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

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

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

with a copy to:

Hugh Spitzer
Foster Pepper PLLC
1111 3rd Avenue STE 3400
Seattle WA 98101-3299

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

Public Works Director
Clark County Public Works
PO Box 9810
Vancouver WA 98666-9810

with a copy to:

Clark County Prosecuting Attorney's Office
1013 Franklin Street
PO Box 5000
Vancouver WA 98666-5000

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

14. 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.

15. Entire Agreement; Amendment. This Agreement, and the exhibits attached

hereto or referenced herein, contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

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

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

18. 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.

19. 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.

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

21. Independent Contractor. Clark County is and shall be at all times during the Term of this Agreement an independent contractor and not an employee of the Alliance. Clark County employees are not and, at all times during the Term of this Agreement, shall not be considered Alliance employees.

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

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

6/10/14

DISCOVERY CLEAN WATER
ALLIANCE

Ron Christen
Vice, Chair

Date: 8-22-13

Attested to:

Ned Kinsky
Aug-16-2013, Secretary

Approved as to form:

H.D. Spitzer
Hugh D. Spitzer, Alliance Attorney

CLARK COUNTY

BSA
Chair, Board of County Commissioners

Date: 8/13/13

Attested to:

Rebecca Jitor
~~County Commissioner~~
Clerk to the Board

Approved as to form:

Christopher Fow
Prosecuting Attorney

EXHIBIT A
ASSIGNED REGIONAL ASSETS (CLARK COUNTY)

System Name	No.	Regional Asset Name	Regional Asset Description
Salmon Creek Wastewater Management System (SCWMS)	1	Interceptor System Salmon Creek Interceptor	4.6 mile long gravity pipeline located on the south side of the Salmon Creek drainage. The interceptor collects and conveys wastewater from partner agencies to regional pump stations. Pipeline was constructed in segments from the mid to late 1970's (21-42-inch diameter pipe routed from Betts Bridge to 36 Ave).
	2	Klineline Interceptor	1.8 mile long gravity pipeline located parallel to the Salmon Creek Interceptor. Pipeline was constructed in segments from 2002 to 2006 (48-inch diameter pipe routed from Salmon Creek Ave & NE 127 St to 117 St PS).
	3	Pump Station (PS) System 36 Avenue PS	Raw sewage PS located at 14014 NW 36 Ave in Vancouver, WA. The station pumps wastewater from the Salmon Creek Interceptor to SCTP. Pump station was constructed in mid 1970's and remodeled in 1994 and 2005.
	4	117 Street PS (aka Klineline PS)	Raw sewage PS located at 1110 NE 117 St in Vancouver, WA. The station pumps wastewater from Salmon Creek and Klineline interceptors to SCTP. Pump station was constructed in 2008.
	5	Force Mains (FM) System 36 Ave PS FM	24-inch diameter FM routed from 36 Ave PS to SCTP. The FM runs approximately 1.4 miles along the south side of the Salmon Creek and discharges to SCTP. Pipeline was constructed in mid 1970's.
	6	117 Street PS FM	30-inch diameter FM routed from 117 St PS to SCTP. The FM runs approximately 4.9 miles along public rights-of-way to the SCTP. Pipeline was constructed in segments from 2004 to 2008.
	7	Salmon Creek Treatment Plant (SCTP) & Outfall	Secondary treatment plant originally constructed in the mid 1970s, with four major expansion phases. The plant is located at 15100 NW McCann Rd, in Vancouver, WA. The plant outfall is a 30-inch diameter pipeline routed west of the plant 1.3 miles, terminating in the Columbia River between mile 95 and 96. The discharge location is latitude 45° 43' 58" N, longitude 122° 45' 23" W.
Battle Ground Force Main System	9	Battle Ground FM (Including odor control system for FM)	9 mile long 16-inch diameter FM with bioxide chemical injection facility routed southwesterly from McClure PS to Klineline interceptor at Salmon Creek Ave. Pipeline was constructed in 1993.