



Members: Councilmembers Clerget, Elfers, Reinke, Alt. Brown

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, Kelsey White

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight’s meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution 1696: City Hall Solar Panel Grant Acceptance
2. Kondratyuk Property Acquisition Purchase and Sale Agreement Approval
3. Ordinance 2895 - Amending SMC - Pretreatment Regulations, Chapters 13.18.210, 13.18.330, 13.18.430, 13.18.650, 13.18.840 & 13.18.1500
4. Stewart Road Pond Repair - Construction Contract Award
5. Cemetery Maintenance Building - Water Service Change Order
6. Sumner Texaco Heritage Park Remediation - Dept of Ecology Voluntary Cleanup Program Agreement

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Resolution 1696: City Hall Solar Panel Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT: None

ATTACHMENTS:

1. Resolution #1696 - Grant Acceptance Resolution for Solar Panels

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of efforts to fully fund the installation of Solar Panels on the City Hall Building, the City applied for grant funding from the Washington Department of Commerce that is funded by the Climate Commitment Act. The city was awarded our full request of \$272,000.

Funds are expected to be spent between Fall 2024 and Spring 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/6/2024
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to enter into agreement with the Washington State Department of Commerce to receive grant funding in the amount of \$272,000 for the City Hall Solar Panel Project, substantially in a form approved by the City Attorney.

RESOLUTION NO. 1696

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE DEPARTMENT OF COMMERCE**

WHEREAS, the city of Sumner applied for a Clean Energy Retrofit and Solar Power for Public Buildings Grant for the Sumner City Hall Building; and

WHEREAS, Department of Commerce awarded the City a grant of \$272,000 towards the City Hall Solar Panel project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SUMNER, WASHINGTON:**

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Clean Energy Retrofit and Solar Power for Public Buildings Grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Interagency Agreement with

City of Sumner

through

Clean Energy Grants 2024

Energy Retrofits and Solar Power for Public Buildings

**Contract Number:
24-92601-133**

For

City Hall Solar Panels

Dated: Thursday, August 1, 2024

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Face Sheet

Contract Number: 24-92601-133

**Washington State Department of Commerce
Energy Division
Energy Program in Communities Unit
Energy Retrofits and Solar Power for Public Buildings**

1. Contractor City of Sumner 1104 Maple St Sumner, WA 98390		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Drew McCarty Engineering Specialist 253-569-0664 drewm@sumnerwa.gov		4. COMMERCE Representative Paul Larsen Solar Program Manager 360-725-2748 paul.larsen@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Contract Amount \$272,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date 8/01/2024
8. End Date 03/31/2026			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007719-00	12. UBI # 277-000-014
13. UEI # N/A			
14. Contract Purpose This project will furnish and install a solar Photovoltaic (PV) system rated for 71.81 kW DC / 50 kW AC at standard test conditions at the Sumner City Hall building.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" - Proviso			
FOR CONTRACTOR Kathy Hayden, Mayor Date		FOR COMMERCE Michael Furze, Assistant Director, Energy Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name:	City of Sumner
Agreement Number:	24-92601-133
Award Year:	2024
State Wide Vendor Number:	SWV0007719-00

PROJECT INFORMATION

Project Title:	City Hall Solar Panels
Project Address:	1104 Maple Street
Project City:	Sumner
Project State:	WA
Project Zip Code:	98390

GRANT INFORMATION

Grant Amount:	\$272,000.00
Non-State Match (1:X)	\$0.00
Type of Match Accepted:	N/A
Earliest Date for Reimbursement:	8/01/2024
Time of Performance:	8/01/2024 to 03/31/2026

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)**

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2. **SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)**

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

3. **PREVAILING WAGE LAW**

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. **HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related

to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

6. **OWNERSHIP** (Replaces General Terms and Conditions #20 Treatment of Assets)

Ownership of all assets reimbursable under this contract shall pass to the City upon Commerce's confirmation installation is complete.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$272,000.00, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

~~Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.~~

~~Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.~~

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

~~No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.~~

~~Invoices and End of Fiscal Year~~

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

Duplication of Billed Costs

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

Disallowed Costs

~~The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.~~

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS (Replaced by Program Specific Terms and Conditions #6 Ownership)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~

- ~~B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~
- ~~E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Scope of Work: Basic Info

Project Name: City Hall Solar Panels

Site Address: 1104 Maple Street Sumner, WA 98390

Serving electric utility: PSE

System Size

Solar array size (kW DC): 71.81kW DC
Solar array size (kW AC): 50kW AC

Mounting Type

☐ Ground	☒ Roof	☐ Canopy
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Major Components: List major equipment to be installed across all project sites.

Quantity	Make and Model	Equipment
167	QTron 430W photovoltaic modules	Solar modules
1	Solar Edge 208V 3-phase inverter	Inverters
167	Solar Edge rapid shutdown compliant devices	Module level power electronics
1	Iron Ridge Flush Mount Racking system with roof attachments for composition shingle	Racking

Permits Required

☒ Electrical	☒ Building	☐ Land use
☐ SEPA	☐ NEPA	☐ Other (please specify): Click or tap here to enter text.

Project Summary:

The proposed project is to furnish and install solar panels on the Sumner City Hall building. The project would include, but is not limited to, system design, equipment procurement, installation and testing. The purpose of this project is to help reduce the city's carbon footprint by reducing greenhouse gas emissions to help preserve the environment. Without this funding, the initial investment in solar panels competes in tight municipal budgets with core services like police, parks and planning. However, with your grant, we can make this up-front investment that will help reduce the City's own energy consumption and bills into the future, helping us fulfill our mission to provide needed and valued services. In addition, this project addresses the state's greenhouse gas emission reduction goals to help protect Washington's economy and environment from the effects of climate change. Following our vision, it also sets the standard of

excellence, showing our community how the City can use new technology on a historic building from 1935 to blend the best in future opportunities to reduce our carbon footprint.

This project will purchase and install a solar photovoltaic (PV) array at the project site(s) above. These systems will provide power to reduce energy costs to the community and decarbonize the electrical grid.

The system will be designed with PV modules warrantied for a minimum of 25 years, and inverters warrantied for a minimum of 10 years. The project owner will maintain the system and train personnel to operate and maintain the system during the equipment's lifetime. If described in the original funding application, facilities will remain grid-tied for the life of the equipment. Exceptions to these conditions may be granted by Commerce in writing on a case-by-case basis.

The scope of work includes:

- **Project Development, Design, and Contracting**
 - Project development and final design to ensure the project is ready for construction.
 - Project schedule: Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation, and commissioning activities. For projects under a \$1,000,000 award value, a simple bulleted project schedule is sufficient.
 - Contracting: Copies of subcontracts for each subcontractor
 - Final design including an electrical diagram, structural engineering, soil analysis as needed, and final solar resource analysis
 - The solar system must meet all applicable industry standards and codes including, but not limited to:
 - UL 1741
 - International Building Code
 - International Fire Code
 - National Electric Code
 - Community engagement, outreach, and education as described in the application
- **Procurement**
 - Procure all equipment to complete the project
 - Obtain a warranty certificate from the contractor
 - Equipment data sheets – compliance with the following is required unless Commerce grants an exception in writing:
 - Inverter-based systems must comply with IEEE 1547, UL 1741, and the interconnection agreement.
 - Non-inverter-based systems must comply with IEEE 1547 and the interconnection agreement
 - Apply for utility interconnection and secure agreement, including any fees
- **Equipment Delivery, Installation, Construction, and Commissioning**
 - Complete site preparation and restoration activities related to mounting type as required to complete the project, including staging of equipment, trenching, roof preparation, concrete pads, fencing, and gravel or other surfacing as needed for safety, code requirements, access, or to prevent vandalism of the equipment. Other landscaping work other than restoring the disturbed areas to pre-construction conditions is not included in this scope.
 - Provide and install electrical gear and feeders required to connect the solar system to existing electrical service, including transformer upgrades and other necessary electrical changes identified in the original funding application.
 - Supply and install a solar array including the equipment listed above

- Any electrical and control system integration with other generators. Purchase and installation of generators other than the solar generator described above are not included in this scope
 - Procure and set up monitoring software
 - Pass inspections and pay associated fees
 - Any changes to the equipment listed above must be approved by Commerce in writing and pass inspections by all relevant regulators
 - Commission solar PV system and verify all system components are properly designed, installed, and optimized
 - Test the fully functional system and confirm whole system operation follows design intent as described in the application
 - Receive operations and maintenance (O&M) manual and complete training from subcontractor on equipment and controls
- **Analytics and Monitoring**
 - Collect a minimum of 1 year of information on the performance of the system and its impact on clean energy production in the community
 - Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling
 - Tax credit records or confirmation a tax credit was not utilized

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment B: Budget

Milestone	Deliverable(s)	Deliverable Description	Expected Completion Date	Percent of Grant	\$ Amount of Grant
A: Project Development, Design and Contracting			31-Oct-24	6.40%	\$17,300
	Project Schedule	Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation and commissioning activities. For projects under \$1,000,000 award value, a simple bulleted project schedule is sufficient.			
	Contracting	Subcontract for each subcontractor			
	Final Design	Electrical diagram, structural engineering and/or soil analysis as needed, final solar resource analysis			
B: Procurement			30-Nov-24	65.10%	\$177,000
	Procure major equipment and services needed for installation	Paid equipment invoice(s)			
	Warranty Certificate	Certification of equipment warranty			
	Equipment data sheets	Equipment data sheets including documented compliance with IEEE 1547 and UL 1741			
	Apply for utility interconnection	Interconnection application to serving utility.			
C: Equipment Delivery, Installation, Construction, Integration & Commissioning			28-Feb-24	27.60%	\$75,000
	All major equipment and materials delivered to site	Bill of Materials (BOM) showing delivery of all major equipment from scope of work to project site.			
	All equipment installed	Photos showing all major equipment from scope of work installed.			
	Inspections by AHJs passed	Letter, document or email from AHJ reporting passed inspections.			
	Permission to operate and go live	Document, letter, or email from utility confirming system is ready to operate. Energize system.			
	Full functional system testing	System Acceptance Test (SAT). Tests must confirm that whole system operation follows design intent and meets intended requirements.			

	Owner training - Operations and Maintenance (O&M)	Document, letter, or email confirming subcontractor provided operation and maintenance training to system owner.			
D: Analytics and Monitoring			28-Feb-25	1.00%	\$2,700
	System performance data	Collect a minimum of 1 year of information on the performance of the system and its impact on clean energy production in the community			
	Story telling	Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling			
	Tax Credit Records	Provide tax credit records or confirmation a tax credit was not utilized			
			TOTALS:	100.00%	\$272,000

TOTAL AWARD VALUE:	\$272,000.00
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Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

2023-2025 CAPITAL BUDGET

ENGROSSED SUBSTITUTE SENATE BILL 5949 Chapter 375, Laws of 2024

Sec. 1002. 2023 c 474 s 1007

2023-25 Energy Retrofits and Solar Power for Public Buildings (40000283)

The appropriation in this section is subject to the following conditions and limitations:

(2) \$22,500,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

- (a) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.
- (b) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.
- (c) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.

SUBJECT: Kondratyuk Property Acquisition Purchase and Sale Agreement Approval

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. P&S Agreement
 2. Parcel Map
-

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

In support of the White River levy setback project, the City is acquiring the properties along 16th St. E. Parcel no. 0420018006 has accepted the City's offer to purchase its property for \$550,000 - a purchase negotiated in accordance with WSDOT and federal standards by the City's consultant Tierra Right of Way. After this purchase, the City will have one remaining parcel left to acquire.

COUNCIL COMMITTEE/STUDY SESSION: PWC 08/06/24

MEETING/STUDY SESSION DATE: 8/6/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of Parcel no. 0420018006 for a total amount of \$550,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **RAISA P. KONDRATYUK**, a single woman, as her separate estate (hereinafter "Seller") and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 0420018006 and legally described on the attached **Exhibit A (the Property)**.
2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.
3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Five Hundred Fifty Thousand dollars and NO/100 (\$550,000.00) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.
4. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Statutory Warranty Deed (hereinafter "Deed").
5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than **August 30, 2024**. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.
6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.
7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the

Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. Closing Costs & Prorations. Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. Notices. Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Raisa P. Kondratyuk 14317 16 th St. E. Sumner, WA 98390

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. Time. Time is of the essence in every provision herein contained.

11. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. Negotiation and Construction. This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. Counterparts. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Approved as to legal form only:

Final Action:

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

GIVEN under my hand and official seal the day and year last above written.

My commission expires _____

SELLER'S SIGNATURE PAGE

Raisa P. Kondratyuk

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I the undersigned, a Notary Public, do hereby certify that on this ____ day of ____, 2024, personally appeared before me Raisa P. Kondratyuk, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

(Notary Seal)

Notary Public in and for the State of _____,
Printed Name: _____
Residing at _____
My commission expires _____

Exhibit A
Legal of Property

PARCEL 0420018006

LOT 1 OF SHORT PLAT NO. 74-40, ACCORDING TO PLAT RECORDED DECEMBER 2,
1974, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE NORTH 240.00 FEET THEREOF;

(ALSO KNOWN AS PARCEL B OF RECORD OF SURVEY FOR LOT LINE REVISION NO.
PLN2007-00015, RECORDED DECEMBER 20, 2007 UNDER RECORDING NO. 200712205006,
IN THE OFFICIAL RECORDS OF PIERCE COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

- Stewart Rd -

Subject Parcel

- 16th St E

SUBJECT: Ordinance 2895 - Amending SMC - Pretreatment Regulations, Chapters 13.18.210, 13.18.330, 13.18.430, 13.18.650, 13.18.840 & 13.18.1500

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2895 Amending Sumner Municipal Code - Pretreatment Regulations Ordinance No. 2839 - Chapters 13.18.210, 13.18.330, 13.18.430, 13.18.650, 13.

STAFF CONTACT: Andria Hannegan, Pretreatment Coordinator

SUMMARY BACKGROUND:

The Department of Ecology reviewed the City of Sumner Pretreatment Program's Request for Delegation submitted on June 1, 2024, and provided comments requiring specific revisions to ensure compliance with both state and federal regulations. The proposed revisions to Chapter 18 (Pretreatment Regulations) of the Sumner Municipal Code address the administrative errors noticed by City staff and incorporate comments and requirements set forth by the Department of Ecology, ensuring the City's program remains effective and compliant.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/6/2024

COMMITTEE RECOMMENDATION: A motion to adopt Ordinance No.: 2895, revising sections of Chapter 13.18 , substantially in the form as approved by the City Attorney.

STAFF RECOMMENDATIONS/MOTION:

Do-Pass

ORDINANCE NO. 2895

CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY OF SUMNER, WASHINGTON, AMENDING TITLE 13 OF THE SUMNER MUNICIPAL CODE TO INCORPORATE CHANGES TO CHAPTER 18 AS REQUESTED BY THE DEPARTMENT OF ECOLOGY.

WHEREAS, the City of Sumner provides wastewater utility services to residential, commercial and industrial users within the City of Sumner sewer service area, and owns and operates the Sumner Wastewater Treatment Facility; and

WHEREAS, the Sumner Wastewater Treatment Facility (WWTF) has met the Federal threshold for requiring a locally administered Pretreatment Program by having reached a design capacity of greater than 5.0 Million Gallons Per Day (MGD) and receives wastewater from one or more Significant Industrial Users (SIU); and

WHEREAS, the Federal Rules at 40 CFR 403.8(b) compel the City to develop an approved pretreatment program meeting state and federal requirements unless the Washington State Department of Ecology determines, as allowed under 40 CFR 403.10(e), to assume such responsibilities; and

WHEREAS, the Department of Ecology has determined that it will decline to exercise the option of continuing to permit tributary users of the Sumner WWTF in accordance with State Laws at RCW 40.48.165 and at WAC 173-216-150 allowing delegation of pretreatment program authority and responsibility where rules at WAC 173-208 “Grant of Authority Sewerage Systems” are met; and

WHEREAS, Sumner City Council adopted Ordinance No. 2839 on May 6, 2024 adopting code required for the City to have the legal authority to implement and manage a pretreatment program that is compliant with state and federal pretreatment program requirements; and

WHEREAS, the Department of Ecology reviewed the City of Sumner Pretreatment Program Request for Delegation submitted on June 1, 2024, and provided comments requiring specific revisions to ensure compliance with both state and federal regulations; and

WHEREAS, the City has identified certain clerical and typographical errors within the existing Sewer Ordinance that require correction to accurately reflect the original intent of the provisions; and

WHEREAS, the proposed revisions to Chapter 18 (Pretreatment Regulations) of the Sumner Municipal Code address the administrative errors and incorporate comments and requirements set forth by the Department of Ecology, ensuring the City’s program remains effective and compliance; and

WHEREAS, the revisions include updates to definitions and necessary modifications to align with state regulatory standards; and

WHEREAS, City Council recognizes that adopting the proposed revisions is in the best interest of public health, safety and welfare of its citizens, businesses and utility users and will promote the efficient and effective operation of the Sumner Wastewater Treatment Facility; and

WHEREAS, the adoption of these revisions will ensure continued compliance with state and federal pretreatment requirements, thereby protecting water quality and the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Sumner Municipal Code Section 13.18 (PRETREATMENT REGULATIONS) is hereby amended by amending subsections as follows;

13.18.210 Definitions – added or modified the following definitions:

Accredited Laboratory. Any laboratory accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 Washington Administrative Code (WAC).

Engineering Report. A document that thoroughly examines the engineering and administrative aspects of a particular non-domestic wastewater facility. The report shall contain the appropriate information required in WAC 173-240-060 or 173-240-130.

Notice of Application. A public notice of application filed in compliance with WAC 173-216-090.

Non-Discharging Categorical Industrial User (NDCIU). Any Person that generates Wastewater subject to a Categorical Pretreatment Standard that does not Discharge ~~those~~ ~~{that}~~ Wastewaters subject to the Categorical Pretreatment Standard to the POTW. NDCIUs are considered a potential source of Indirect Discharge.

Oil/Water Separator (OWS). A pretreatment device with a large capacity underground vault installed between a drain serving a nonpolar FOG discharger and the connecting sewer pipe. These vaults are designed with baffles or coalescing plates to trap sediments and retain floating oils. The large capacity of the vault slows down the wastewater, allowing oil to float to the surface and solid material to settle on the bottom. Any customer that is a potential discharger of petroleum-based and/or nonpolar FOG is required to have an OWS.

Operation and Maintenance Manual. A detailed operation and maintenance manual is prepared for an industrial wastewater facility that includes mechanical components before completing the construction. The manual shall contain all components listed in WAC 173-240-150.

Plan Review Authority. The authority granted to the Control Authority to review and approve all engineering reports, plans, and specifications for the construction of non-

domestic wastewater treatment facilities before construction thereof may begin. No approval shall be given until the Director is satisfied that said plans and specifications and the methods of operation and maintenance submitted are adequate to protect the quality of the state's waters as provided for in RCW 90.48.110.

Plans and Specifications. The detailed drawings and specifications used in the construction or modification of non-domestic wastewater facilities as provided in WAC 173-240-140. Except as otherwise allowed, plans and specifications are preceded by an approved engineering report. For some industrial facilities final conceptual drawings for all or parts of the system may be substituted for plans and specifications with the permission of the Director.

13.18.330 Local Limits – removed Draft from Table Title and removed Aluminum from list of pollutants.

Table 330-1: Initial ~~DRAFT~~ Local Limits (Subject to Director Modification)

Analyte	Daily Maximum Concentration Limit (mg/L)	Instantaneous Concentration Limit (mg/L)
Arsenic	0.14	0.28
Aluminum	TBD	TBD
Cadmium	0.12	0.24
Chromium	4.05	5.0

13.18.430(A) – Correction of incorrect reference number and text rearrangement.

The hauler of approved wastes shall be responsible for ensuring ~~such~~ that ~~such~~ wastes comply with all discharge prohibitions in SMC 13.18.~~23~~00 through SMC 13.18.~~23~~40 and other applicable control authority or contributing jurisdiction requirements.

13.18.650 Wastewater Permit Revocation – addition language to align with state requirements

The Director may ~~terminate or~~ revoke a Wastewater Discharge permit or other Control Document for good cause, including, but not limited to, when a Non-Domestic User has:

13.18.840(C) - Correction of incorrect reference number.

Nondomestic users shall provide full access to the director to use any monitoring facilities and utilities available or required in accordance with 13.18.4~~1~~00 and 13.18.4~~2~~10(E) through (F) to confirm that the standards or treatment required for discharge to the POTW are being met.

13.18.1500(A)(3) - Correction of incorrect reference number.

Suspend a nondomestic user's wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1 ~~120~~70.

13.18.1500(A)(4) - Correction of incorrect reference number.

Terminate the nondomestic user's wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1 ~~121~~80.

Exhibit A attached hereto is incorporated as though fully set forth herein.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

Section 4. **Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of the Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. **Effective Date.** This Ordinance shall become effective five (5) days after its passage, approval, and publication as provided by law.

Section 6. **Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____ 2024.

Mayor Kathy Haden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

Exhibit A



PRETREATMENT REGULATIONS

SUMNER – BONNEY LAKE JOINT PRETREATMENT PROGRAM
PRETREATMENT REGULATIONS

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Section 1. General Provisions

13.18.010 Purpose and Policy

These Regulations set forth uniform requirements for Users of Publicly Owned Treatment Works (POTW) for the Sumner Wastewater Treatment Facility (WWTF) and Contributing Jurisdictions (Contributing Jurisdictions) to comply with all applicable State and Federal laws, including Washington Administrative Code Chapter 173-216, the Clean Water Act (33 United States Code, Section 1251 et seq.), and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403).

The objective of these Regulations are:

- A. To encourage economic growth by establishing clear, fair, standards and requirements for the management and pretreatment of non-domestic waste.
- B. To protect the POTW from potential harm. Harm to be prevented includes causing Interference or otherwise harming the POTW; causing Pass Through, or otherwise harming the receiving environment; or causing the POTW to respond to Discharge based on a real or perceived threat;
- C. To protect POTW staff who may be affected by Wastewater and sludge in the course of their employment and to protect general public;
- D. To promote reuse and recycling of Industrial Wastewater by Industrial Users;
- E. To provide high-quality end products, such as reclaimed water and biosolids from the POTW, for beneficial use;
- F. To provide for fees for the equitable distribution of the cost of operations, maintenance, and improvement of the POTW, as economically feasible; and
- G. To enable the Sumner WWTF to comply with its National Pollution Discharge Elimination System (NPDES) permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject.

These Regulations shall apply to all Persons connected (or believed connected) to the POTW. The Regulations compel the production of information; authorize the issuance of Control Documents, including Wastewater Discharge permits; provide for monitoring, compliance, and enforcement activities; establish administrative review procedures; require reporting; and provide for the setting of fees for the equitable distribution of costs resulting from the program establishment herein.

The provisions of these Regulations shall be revised or amended from time to time, consistent with the purpose and policy set forth within these Pretreatment Regulations, to conform to changes in the State and Federal water quality laws and regulations.

13.18.020 Administration

Except as otherwise provided herein, as the Owner of the Sumner Wastewater Treatment Facility (WWTF), the City of Sumner (City), is the Control Authority responsible for administering and managing the overall affairs of the WWTF. The City of Bonney Lake (CoBL) is the owner of a system of sewers that provide for the collection and transmission of Wastewater to the WWTF. CoBL is the Contributing Jurisdiction (Contributing Jurisdiction) responsible for managing their system of sewers connected to the WWTF.

The City Public Works Director (Director) shall administer, implement, and enforce the provisions of these Regulations. Any powers granted to, or duties imposed upon, the Director may be delegated by the Director to other Control Authority, WWTF or Contributing Jurisdiction personnel. The Director is authorized to adopt implementing procedures consistent with these Pretreatment Regulations.

Section 2. Abbreviations and Definitions

13.18.200 Abbreviations

The following abbreviations, when used in these Pretreatment Regulations, shall have the designated meanings:

AKART – All Known, Available and Reasonable Method of Prevention, Control and Treatment

ASPP – Accident Spill Prevention Plan

BOD – Biochemical Oxygen Demand

BMPs – Best Management Practices

CFR – Code of Federal Regulations

CIU – Categorical Industrial User

EPA – U.S. Environmental Protection Agency

GI – Grease Interceptor

GPD – gallons per day

IU – Industrial User

LEL – Lower Explosive Limit

mg/L – milligrams per liter

MIU – Minor Industrial User

NAICS – North American Industry Classification System

NOV – Notice of Violation

NDCIU – Non-Discharging Categorical Industrial User

NPDES – National Pollutant Discharge Elimination System

POTW – Publicly Owned Treatment Works

RCRA – Resource Conservation and Recovery Act

RCW – Revised Code of Washington

SIC – Standard Industrial Classification

SIU – Significant Industrial User

TSS – Total Suspended Solids

U.S.C. – United States Code

UPC - Uniform Plumbing Code

WAC – Washington Administrative Code

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WWTF – Wastewater Treatment Facility

13.18.210 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in these Pretreatment Regulations, shall have the meanings hereinafter designated.

Accredited Laboratory. Any laboratory accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 Washington Administrative Code (WAC)

Act or “the Act”. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

AKART. All known, available, and reasonable methods of prevention, control, and treatment. AKART represents the most current methodology that may reasonably be required for preventing, controlling, or abating the Pollutants associated with a Discharge. The concept of AKART applies to both point and nonpoint sources of pollution. The term Best Management Practices is a subset of the AKART requirement.

Ammonia Nitrogen (NH₃ or NH₃-N). All the nitrogen in water, sewage, or other liquid waste present in the form of ammonia, ammonia ion or in the equilibrium $\text{NH}_3 + \text{NH}_4^+ + \text{H}^+$, expressed as mg/L.

Approval Authority. Ecology’s Water Quality Program Manager or designee.

Authorized Representative of the Non-Domestic User.

- i. If the Non-Domestic User is a corporation, regardless of form:
 1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other individual or Person who performs similar policy or decision-making functions for the corporation; or
 2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- ii. If the Non-Domestic User is a partnership or sole proprietorship, regardless of form: a general partner or proprietor, or Person who performs similar policy or decision-making functions for the partnership or sole proprietorship.
- iii. If the Non-Domestic User is a federal, state, or local governmental facility: a Director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

The individuals described above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the Discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

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Auto Related Business (ARB). Any commercial business conducting automobile and other vehicle repair, maintenance, washing, painting, salvaging services or selling automobiles or parts.

Baseline Monitoring Report (BMR). The normal and expected levels of pollutants in a non-domestic waste stream.

Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.A(A) and (B) of these Pretreatment Regulations and 40 CFR Part 403.5(a)(1) and (b). BMPs may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Bypass. The intentional diversion of waste streams from any portion of a Non-Domestic User's Pretreatment Facility.

Categorical Industrial User or CIU. A Non-Domestic User subject to a Categorical Pretreatment Standard.

Categorical Pretreatment Standard. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) which apply to a specific category of Non-Domestic User and which appear in 40 CFR Chapter I, Subchapter N, Parts 405471.

Contributing Jurisdiction. A county, city, town, water-sewer district, public utility district, other special purpose district, municipal corporation, or other unit of local government of this or another state and any Indian tribe recognized as such by the United States government authorized by law to provide a system of sewers for the collection, transmission, or treatment of Wastewater that has entered into an agreement with the Control Authority that provides for acceptance of some or all of that entity's Wastewater.

Control Authority. The City of Sumner, as the Owner of the Sumner Wastewater Treatment Facility (WWTF) who administers and manages the overall affairs of the WWTF, including treatment operations and without limitation the administration of these Pretreatment Regulations.

Control Document. A Wastewater Discharge permit or any other formal written Wastewater Discharge authorization or prohibition issued by the Director.

Composite Sample. A representative composite of samples of a waste stream taken throughout the period of a calendar day, or equivalent representative 24-hour period, when Discharges are produced by a regulated activity. Composite samplers must interface with a flow metering device to produce a representative flow proportionate composite sample unless the Director has determined that flow proportionate samples are not required or the analyte is not amenable to composite sampling (pH, temperature, oil, etc.).

Daily Maximum Limit. The maximum allowable Discharge of a Pollutant over a calendar day or equivalent representative 24-hour period. Where daily limits are expressed in units of mass, the daily Discharge is calculated by multiplying the daily average concentration and total flow volumes in the same 24-hour period by a conversion factor to get the desired units. Where daily limits are expressed in terms of a concentration, the daily Discharge is the Composite Sample value, or flow weighted average if more than one discrete

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sample was collected. Where flow weighting is infeasible, the daily average is the arithmetic average of all samples if analyzed separately, or the sample value if samples are composited prior to analysis.

Dangerous Waste. Solid wastes designated in Washington Dangerous Waste Regulations WAC 173-303-070 through 179-303-100 as dangerous, or extremely hazardous or mixed waste. The waste may be any of the following: Characteristics hazardous waste (toxicity, corrosivity, ignitability, reactivity); listed hazardous waste; and/or state-only dangerous waste for toxicity or persistence.

Dental Establishment. Means a facility where the practice of dentistry is performed, including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by federal, state or local governments, that discharges wastewater to a publicly owned treatment works (POTW).

Director. Public Works Director of the Control Authority, or the designee of the Director, including without limitation any designated officer, employee or other representative of any Contributing Jurisdiction, who is delegated certain duties and responsibilities by these Pretreatment Regulations.

Discharge or Indirect Discharge. The introduction of Pollutants into the POTW from any Non-Domestic User or Non-Domestic source subject to these Pretreatment Regulations or other State or Federal regulations.

Domestic User. Any Person who contributes, causes, or allows the contribution of Wastewater to the POTW that the Director determines is of similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include kitchen wastes, human wastes, and housekeeping cleaning materials in volumes and/or concentrations normally discharged from these classes of users and typically include up to 100 gallons per capita per day, 30 mg/L NH₃, 300 mg/L of BOD, and 300 mg/L of TSS.

Domestic Wastewater. A source of waste or wastewater generated from activities at a residential dwelling unit.

Ecology. The Washington State Department of Ecology.

Engineering Report. A document that thoroughly examines the engineering and administrative aspects of a particular non-domestic wastewater facility. The report shall contain the appropriate information required in WAC 173-240-060 or 173-240-130.

EPA. The United States Environmental Protection Agency or, where appropriate, the Director of the Region 10 Water Division, or other duly authorized official.

Existing Source. Any source of Discharges subject to Categorical Pretreatment Standards and discharging prior to the promulgation of those Standards or otherwise not meeting the definition of a New Source.

Fats, Oils and Grease (FOG). Components of wastewater able to be measured by the methods described in the current edition of Standard Methods for the Examination of Water and Wastewater, or methods identified in 40 CFR Part 136. The term “fats, oils and grease” shall include polar and nonpolar fats, oils, and grease and other components extracted from wastewater by these methods.

Food Processing Establishment. Any establishment in which food is prepared, manufactured, or packaged, for consumption off site.

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Food Service Establishment. Any establishment for the preparation and/or serving of food, or other edible products and/or are required to have a food business permit issued by the Tacoma-Pierce County Health Department. This term includes but is not limited to restaurants, coffee shops, cafeterias, breweries, wineries and distilleries, short order cafes, grocery store delis, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, church kitchens, childcare facility where food is prepared, adult care facility, institutional cafeterias, catering establishments, mobile food vending vehicles, food trucks, mobile vendor and operations connected therewith, and similar facilities by whatever name called.

Grab Sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Gravity Grease Interceptor. A grease interceptor of at least 1,000 gallons to serve one or more fixtures and which is remotely located underground and outside of a food service establishment. It is designed to collect, contain or remove food wastes and FOG from the waste stream while allowing the balance of the liquid waste ("gray water") to discharge to the wastewater collection system by gravity.

Grease Interceptor. A pretreatment device designed to separate and collect fats, oils, grease, and solids and prevent these Pollutants from entering the sanitary sewer. Grease interceptors may be either hydromechanical grease interceptors (HGIs) or gravity grease interceptors (GGIs) and shall meet the requirements of SMC 13.18.400 and SMC 13.18.410. Grease interceptors shall be located to allow access for inspection and maintenance.

Grease Trap. A device designed to retain FOG from one to a maximum of four fixtures, with a maximum capacity of 50 gpm/100 pounds, and a minimum of 20 gpm/40 pounds. Grease traps shall be located to allow access for inspection and maintenance.

Hydromechanical Grease Interceptor. A device located inside a food service establishment designed to retain FOG from fixtures whose total capacity in gallons (gal) (L) shall not exceed 2½ times the certified gallons per minute (gpm) (L/s) flow rate of the interceptor in accordance with the Uniform Plumbing Code. It is designed to collect, contain, or remove food wastes and FOG from the wastestream while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity or mechanical means.

Hauled Waste. A waste transported by haulers and discharged to a POTW through a conveyance system other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste.

Hazardous Waste. Any waste designated as hazardous under the provisions of 40 CFR 261 or a dangerous waste under WAC 173-303 – *State Waste Discharge Permit Program, Dangerous Waste Regulations*.

High Strength Waste or Wastewater. Any waters or wastewater having concentrations of BOD or TSS in excess of 300 mg/L, having concentrations of NH₃ in excess 30 mg/L, or having concentrations of FOG in excess of 100 mg/L.

Industrial User. See definition for Non-Domestic User.

Industrial Waste. Any non-domestic waste, including without limitation, solid, liquid, or gaseous waste resulting from any commercial, industrial, manufacturing, trade, health service, educational institution, business, laboratory, research establishment or facility, or from the development, recovery, or processing of natural resources.

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Industrial Wastewater. Non-domestic Wastewater, Process Wastewater or any liquid wastestream resulting from any commercial or industrial process; or from the development, recovery, or processing of natural resources.

Instantaneous Limit. The maximum concentration of a Pollutant allowed to be discharged at any time, determined from the analysis of a discrete (wastestream) sample. For analytes for which Non-Domestic Users must take a Grab Sample for compliance purposes, this standard is the same as the Daily Maximum Limit. For all other Pollutants, the instantaneous limit shall be twice the Daily Maximum Limit. For analytes for which Non-Domestic Users must take a Composite Sample for compliance purposes, this standard is twice the Daily Maximum Limit.

Interference. A Discharge that alone or in conjunction with Discharge(s) from other sources, either: (1) inhibits or disrupts the POTW, its treatment processes or operations; (2) inhibits or disrupts the WWTF's biosolids (sludge) processes, use or disposal; or (3) is a cause of a violation of the WWTF's NPDES permit or of the prevention of sewage biosolids use or disposal in compliance with statutory and/or regulatory provisions or permits issued thereunder, or any more stringent State or local regulations, including but not limited to the following: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act. A Discharge from a Non-Domestic User which causes a blockage resulting in a Discharge at a point not authorized under the NPDES permit(s) is included in the definition of Interference.

Local Limits. Effluent limitations developed for Non-Domestic Users by the Control Authority to specifically protect the POTW from the potential for deleterious impacts including Pass Through, Interference, and the beneficial use of biosolids. Such limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic Wastewater.

Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Minor Industrial User or MIU. Any Non-Domestic User or Person that does not otherwise qualify as a Significant Industrial User of the POTW and is identified by the Director as having the potential to Discharge Wastewater that, when taken into account with the Wastewaters of other Industrial Users, may have a significant impact on the POTW.

Monthly Average. The arithmetic mean of the effluent sample results collected during a calendar month or specified 30-day period. Where Composite Samples are required, Grab Samples taken for process control or by the Control Authority are not to be included in a Monthly Average.

New Source.

- (1) Any building, structure, facility, or installation from which there is (or may be) a Discharge of Pollutants, the construction of which commenced after the publication of proposed Categorical Pretreatment Standards under Section 307(c) of the Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:

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- a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the Discharge of Pollutants at an Existing Source; or
 - c. The production or Wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- (2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of (a) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin, as part of a continuous onsite construction program:
 - i. Any placement, assembly, or installation of facilities or equipment; or
 - ii. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities that is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase agreements or contracts, which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Non-Discharging Categorical Industrial User (NDCIU). Any Person that generates Wastewater subject to a Categorical Pretreatment Standard that does not Discharge ~~those~~ ~~[that]~~ Wastewaters subject to the Categorical Pretreatment Standard to the POTW. NDCIUs are considered a potential source of Indirect Discharge.

Non-Discharging Minor Industrial User (NDMIU). Any Person that stores, handles, or manages volumes of liquid or sludge that is not discharged to the POTW. NDMIUs are considered a potential source of Indirect Discharge.

Non-Contact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Non-Contact Cooling Water may contain protective additives which may be deleterious to the POTW.

Non-Domestic Wastewater. Wastewater that is not Domestic Wastewater.

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Non-Domestic User. Any Person that does not qualify as a Domestic User and is a source, or potential source, of discharge to the POTW. This includes but is not limited to Food Service Establishments, Auto-related Businesses, Medical Facilities, Commercial or Industrial Facilities, and Warehouses.

Non-Polar FOG. Fats, Oils or Grease (FOG) in water or waste from a petroleum or mineral source as measured using analytical procedures established in 40 CFR 136.

Notice of Application. A public notice of application filed in compliance with WAC 173-216-090.

Oil/Water Separator (OWS). A pretreatment device with a large capacity underground vault installed between a drain serving a nonpolar FOG discharger and the connecting sewer pipe. These vaults are designed with baffles or coalescing plates to trap sediments and retain floating oils. The large capacity of the vault slows down the wastewater, allowing oil to float to the surface and solid material to settle on the bottom. Any customer that is a potential discharger of petroleum-based and/or nonpolar FOG is required to have an OWS.

Operation and Maintenance Manual. A detailed operation and maintenance manual is prepared for an industrial wastewater facility that includes mechanical components before completing the construction. The manual shall contain all components listed in WAC 173-240-150.

Plan Review Authority. The authority granted to the Control Authority to review and approve all engineering reports, plans, and specifications for the construction of non-domestic wastewater treatment facilities before construction thereof may begin. No approval shall be given until the Director is satisfied that said plans and specifications and the methods of operation and maintenance submitted are adequate to protect the quality of the state's waters as provided for in RCW 90.48.110.

Plans and Specifications. The detailed drawings and specifications used in the construction or modification of non-domestic wastewater facilities. Except as otherwise allowed, plans and specifications are preceded by an approved engineering report. For some industrial facilities final conceptual drawings for all or parts of the system may be substituted for plans and specifications with the permission of the Director.

Pass Through. A Discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with Discharge(s) from other sources, is a cause of a violation of any requirement of the WWTF's NPDES permit(s), including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, regardless of form; or their legal representatives, agents, or assignees. This definition includes all federal, State, and local governmental entities.

pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in standard units. pH is an expression of the intensity of the alkaline or acid condition of a liquid. The pH may range from 0 to 14, where 0 is most acid and 14 most alkaline.

Pollutant. Any substance, either liquid, gaseous, solid or radioactive, discharged to the POTW which, if discharged directly, would alter the chemical, physical, thermal, biological or radiological properties of waters of the State. This includes any Discharge likely to create a nuisance or render such waters harmful, detrimental or injurious to any beneficial uses, terrestrial or aquatic life, or to public health, safety or welfare, and includes any dredged spoil, solid waste, incinerator residue, filter backwash, Sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials,

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heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and Industrial Wastes, and certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, Carbonaceous Oxygen Demand, toxicity, or odor).

Pretreatment. The reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater prior to, or in lieu of, introducing such Pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; BMP or by other means, except not by diluting the concentration of the Pollutants unless allowed by an applicable Pretreatment Standard.

Pretreatment Facility. Wastewater treatment equipment, unit, device, facility, or portions thereof designed for providing Pretreatment of Wastewater.

Pretreatment Requirement. Any substantive or procedural requirement related to Pretreatment imposed on a Non-Domestic User, other than a Pretreatment Standard.

Pretreatment Standard or Standard. A Discharge prohibition (SMC 13.18.300), Categorical Pretreatment Standard (SMC 13.18.310), State Pretreatment Standard (SMC 13.18.320), Local Limit (SMC 13.18.330), and site-specific limit based on potential detrimental effects to the POTW, health and safety of staff and general public.

Publicly Owned Treatment Works (POTW). A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the Control Authority, or a Contributing Jurisdiction. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature and any conveyances which convey Wastewater to a Treatment Plant.

RV (Recreational Vehicle) Waste. Liquid removed from waste holding tanks of recreational vehicles.

Sampling Facility. A structure or sampling installation for the purpose of accurately measuring the volume or flow and sampling of wastewater; the design, location and operation of which must be approved by the Director.

Septage. Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences, including wastes from chemical toilets, campers, or trailers.

Sewage. Human excrement and gray water from household showers, toilets, kitchens, clothes and dish washing, and related Domestic User activities.

Significant Industrial User or SIU:

i. Except as provided in paragraph (ii) of this definition, a Significant Industrial User is:

1. A Non-Domestic User subject to Categorical Pretreatment Standards; or
2. A Non-Domestic User that:

- a. Discharges an average of twenty-five thousand (25,000) gpd or more of process Wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater);

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- b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the Treatment Plant; or
 - c. Is designated as such by the Director, on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement.
- ii. Upon a finding that a Non-Domestic User meeting the above criteria for a Significant Industrial User is not a Categorical Industrial User, or is a Non-Discharging Categorical Industrial User, and has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the Director may at any time, on its own initiative or in response to a petition received from a Non-Domestic User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such Non-Domestic User should not be considered a Significant Industrial User.

Significant Non-Compliance. The term Significant Non-Compliance means:

- (1) Any violation of a Pretreatment Standard or requirement including numerical limits, narrative Standards, and prohibitions, that the Director determines has caused, alone or in combination with other Discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public.
- (2) Any Discharge that has caused imminent endangerment to the public or to the environment or has resulted in the Director's exercise of its emergency authority to halt or prevent such a Discharge.
- (3) Any violation(s), including of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local Pretreatment Program.
- (4) Chronic violations of Wastewater Discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same Pollutant parameter taken during a rolling six (6) month period exceed, by any magnitude, a numeric Pretreatment Standard or requirement, including Instantaneous Limits of SMC 13.18.330.
- (5) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each Pollutant parameter during a rolling six (6) month period equal or exceed the product of the numeric Pretreatment Standard or requirement, (including Instantaneous Limits, as defined by SMC 13.18.330, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other Pollutants except pH.

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- (6) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
- (7) Failure to provide any required report within forty-five (45) days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
- (8) Failure to accurately report non-compliance.

Slug Load or Slug Discharge. Any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or permit conditions. This includes Discharges at a flow rate or concentration which could cause a violation of the prohibited Discharge Standards of SMC 13.18.300 of these Pretreatment Regulations.

Standard. Is the same as Pretreatment Standard.

Standard Method. The current version of Standard Methods for Examination of Water and Wastewater.

State. The State of Washington.

Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Total Suspended Solids (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and which is removable by laboratory filtering, as included in current EPA standard methods for the examination of water and wastewater.

Wastewater. Any combination of liquid and water-carried Industrial Wastes and Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Treatment Facility. That portion of the POTW which is designed to provide treatment of municipal Sewage and Industrial Waste.

Section 3. General Sewer Use Requirements

13.18.300 Prohibited Discharges Standards.

A. General Prohibitions. No Domestic or Non-Domestic User shall introduce or cause to be introduced into the POTW any Pollutant or Wastewater which causes Pass Through or Interference. These general prohibitions apply to all Non-Domestic Users and Domestic Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Pretreatment Requirements.

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B. Specific Prohibitions. No Domestic or Non-Domestic User shall introduce or cause to be introduced into the POTW any of the following Pollutants, substances, or Wastewater:

- (1) Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair or are in any way injurious to the operation of the system or operating personnel. This includes waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR Part 261.21, and Wastewater causing any single reading over ten percent (10%) of the lower explosive limit based on an explosivity meter reading at the point of Discharge into the POTW or at any point in the POTW.
- (2) Gasoline, kerosene, naphthalene, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromides, carbides, hydrides, sulfides, and any other substance that the Control Authority, the State, or the EPA has notified the Non-Domestic User is a fire hazard or hazard to the POTW.
- (3) Wastewater having a pH less than 6.0 or more than 9.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. Discharges outside this pH range may be authorized by a permit issued by the Director pursuant to a finding that the system is specifically designed to accommodate a Discharge of that pH.
- (4) Solid or viscous substances in amounts which may cause obstruction to the flow in the sanitary sewer or other Interference with the operation of the sanitary sewer system or POTW. In no case shall solids greater than 1/4 inch (0.64 cm) in any dimension be discharged. Specifically prohibited substances in amounts that produce Interference include, but are not limited to: grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
- (5) Pollutants, including oxygen-demanding Pollutants (BOD, etc.), released in a Discharge at a flow rate and/or Pollutant concentration which, either singly or by interaction with other Pollutants, will cause Interference with the POTW.
- (6) Wastewater having a temperature which will interfere with the biological activity in the POTW, has detrimental effects on the collection system, or prevents entry into the sanitary sewer. In no case shall Wastewater be discharged which exceeds 140 degrees F (60 degrees C), or causes the Wastewater temperature at the influent to the Treatment Plant to exceed 104 degrees F (40 degrees C).
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute or chronic worker health and safety problems.
- (8) Septage other than RV Waste discharged at an approved location.
- (9) Trucked or hauled Pollutants, except at Discharge points designated by the Director and when specifically, and expressly approved by the Director.
- (10) The following are prohibited unless approved in writing by the Director under extraordinary circumstances, such as lack of direct Discharge alternatives due to combined sewer service or need to augment Sewage flows due to septic conditions (as required under WAC 173-216-060):

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- a. Non-Contact Cooling Water in significant volumes;
 - b. Storm Water, or other direct inflow sources;
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the POTW; and
 - d. Surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, and unpolluted water, unless specifically authorized by the Director.
- (11) Noxious or malodorous liquids, gases, solids, or other Wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sanitary sewers for maintenance or repair.
- (12) Chlorine, bleach or other oxidants in quantities that cause Interference to the POTW.
- (13) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the WWTF's effluent.
- (14) Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director, and in compliance with applicable Federal or State regulations.
- (15) Sludges, screenings, or other residues from the Pretreatment of Industrial Wastes.
- (16) Medical Wastes, except as specifically authorized by the Director.
- (17) Wastewater causing, alone or in conjunction with other sources, the WWTF's effluent to fail a toxicity test.
- (18) Detergents, surface-active agents, or other substances in amounts that may cause excessive foaming in the POTW.
- (19) Any fats, oils, or greases, including but not limited to petroleum oil, nonbiodegradable cutting oil, or products of mineral oil, animal or vegetable origin in amounts that may cause obstructions or maintenance problems in the POTW.
- (20) Total Petroleum Hydrocarbon (non-polar oil and grease) concentrations 100 parts per million, by weight, of fats, oil, greases, wax, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32° and 150° Fahrenheit.
- (21) Any substance which will cause the WWTF to violate its NPDES and/or other disposal system permit(s).
- (22) Any dangerous, extremely hazardous, or hazardous wastes as defined in rules or regulations published by Ecology or by EPA, except as specifically approved by the Director.
- (23) Any persistent pesticide and/or pesticides regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA) as amended.
- (24) Any Wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction, to injure or create Interference with any Wastewater treatment process, constitute

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a hazard to humans or animals, or to exceed the limitation set forth in Categorical Pretreatment Standards, or State or local Pretreatment Standards.

- (25) Any substance which may cause the WWTF's effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or which causes Interference with the reclamation process. In no case shall a substance be discharged to the POTW that will cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; or with any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act; or with the Clean Air Act, the Toxic Substances Control Act, or State Pretreatment Standards applicable to the sludge management method being used.
- (26) Any Slug Load, or any Pollutant, including oxygen demanding Pollutants, released in a single extraordinary Discharge episode or in such volume or strength as to cause Interference to the POTW; or released with a flow rate exceeding the permitted peak flow, or ten percent (10%) of the capacity of the available trunk sewer, whichever is greater.
- (27) Wastewater that may cause a measurable or detectable decrease in WWTF effluent Ultraviolet Transmittance.
- (28) Antifreeze or a coolant solution used in a vehicle or motorized equipment, except as specifically approved by the Director.
- (29) An enzyme, chemical, or other agent that allows fat, oil, grease, or a solid to Pass Through a Pretreatment Facility.
- (30) Wastewater that contains, or has contained, glutaraldehyde or ortho-phthalaldehyde unless it has been completely de-activated with sodium bisulfite or sodium hydroxide, has a pH of between 6.0 and 9.0 standard units, and does not contain any drain clogging solids. The Non-Domestic User shall contact the Director for review and obtain approval prior to Discharge.
- (31) Backwash generated from filtration of process water or non-domestic wastewater.
- (32) All other wastes found by the Director to be harmful to the POTW.

Pollutants, substances or Wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

13.18.310 National Categorical Pretreatment Standards

The Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated by reference.

- A. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a Pollutant in Wastewater, the Director may impose equivalent concentration or mass limits in accordance with SMC 13.18.310(E) and SMC 13.18.310(F) and 40 CFR Part 403.6(c).

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- B. Upon promulgation of a Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal standard, if more stringent, shall supersede the Local Limit imposed in these Pretreatment Regulations. If the Local Limit imposed in these Pretreatment Regulations is more stringent than the Federal standard, then the Local Limit shall supersede the Federal limit.
- C. When Categorical Pretreatment Standards are expressed in terms of a mass of Pollutant which may be discharged per unit of production, the Director may either impose limits based on mass or equivalent effluent concentrations. The Non-Domestic User must supply appropriate actual or projected long-term production rates for the unit of production specified in order to facilitate this process pursuant to 40 Part CFR 403.6(c)(2).
- D. The Director may allow Wastewater subject to a Categorical Pretreatment Standard to be mixed with other Wastewaters prior to treatment. In such cases, the Non-Domestic User shall identify all categorical wastestreams and provide sufficient information on each non-categorical wastestream to determine whether it should be considered dilute for each Pollutant. Absent information showing that non-categorical wastestreams contain the Pollutant in question at levels above that of the supply water, such wastestreams shall be considered dilute. In such situations, the Director shall apply the combined wastestream formula as found at 40 CFR Part 403.6(e) to determine appropriate limits.
- E. When a Categorical Pretreatment Standard is expressed only in terms of Pollutant concentrations, a Non-Domestic User may request that the limits be converted to equivalent mass limits. The Director may establish equivalent mass limits if the Non-Domestic User meets all of the conditions set forth below.
 - 1. To be eligible for equivalent mass limits, the Non-Domestic User must submit information with its permit application or permit modification request which:
 - a. Shows it has a Pretreatment system which has consistently met all applicable Pretreatment Standards and is maintained compliance without using dilution;
 - b. Describes the water conserving practices and technologies it employs, or will employ, to substantially reduce water use during the term of its permit;
 - c. Includes the facility's actual average daily flow rate for all waste streams from continuous effluent flow metering;
 - d. Determines an appropriate unit of production, and provides the present and long-term average production rates for this unit of production;
 - e. Shows that long-term average flow and production are representative of current operating conditions;
 - f. Shows that its daily flow rates, production levels, or Pollutant levels do not vary so much that equivalent mass limits would be inappropriate; and
 - g. Shows the daily and Monthly Average Pollutant allocations currently provided based on the proposed unit of production.
 - 2. A Non-Domestic User subject to equivalent mass limits must:
 - a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;

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- b. Continue to record the facility's flow by continuous effluent flow monitoring;
 - c. Continue to record the facility's production rates;
 - d. Notify the Director if production rates are expected to vary by more than twenty (20) percent from the baseline production rates submitted according to SMC 13.18.310(E)(1)(d). The Director may reassess and revise equivalent limits as necessary to reflect changed conditions; and
 - e. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to SMC 13.18.310(E)(1)(b) so long as it Discharges under an equivalent mass limit.
- 3. Equivalent mass limits:
 - a. Will not exceed the product of the actual average daily flow from regulated process(es) of the Non-Domestic User and the applicable concentration-based daily maximum and Monthly Average standards (and the appropriate unit conversion factor);
 - b. May be reassessed and the permit revised upon notification of a revised production rate, as necessary to reflect changed conditions at the facility; and
 - c. May be retained in subsequent permits if the Non-Domestic Users' production basis and other information submitted in SMC 13.18.310(E)(1) is verified in their reapplication. The Non-Domestic User must also be in compliance with SMC 13.18.1420 regarding the prohibition of Bypass.
- F. The Director may convert the mass limits of the Categorical Pretreatment Standards of 40 CFR Parts 414 (organic chemicals), 419 (petroleum refining), and 455 (pesticide formulating, packaging, and repackaging) to concentration limits in permits for such Non-Domestic Users. In such cases, the Director will document the basis and the determination that dilution is not being substituted for treatment in the permit fact sheet.
- G. The Control Authority is obliged under Federal regulations to make the documentation of how any equivalent limits were derived (concentration to mass limits or vice versa) publicly available.
- H. Once incorporated into its permit, the Non-Domestic User must comply with the equivalent limits in lieu of the Categorical Pretreatment Standards from which they were derived.
- I. The same production and flow estimates shall be used in calculating equivalent limits for the monthly (or multiple day average) and the maximum day.
- J. Non-Domestic Users subject to permits with equivalent mass or concentration limits calculated from a production-based standard shall notify the Director if production will significantly change. This notification is required within two (2) business days after the Non-Domestic User has a reasonable basis to know that production will significantly change in the next calendar month. Non-Domestic Users who fail to notify the Director of such anticipated changes must meet the more stringent of the equivalent limits or the Non-Domestic User's prior limits.

13.18.320 State Pretreatment Standards

State Pretreatment Standards and requirements, located at WAC Chapter 173-216, were developed under authority of the State Water Pollution Control Act, RCW Chapter 90.48 and are hereby incorporated by reference. The version incorporated is the version current as of the date of the latest revision or version of these Regulations. All waste materials discharged from a commercial or industrial operation into the POTW must satisfy the provisions of WAC Chapter 173-216. In addition to more stringent prohibitions, the provisions described in SMC 13.18.320(A) through 13.18.320(J) are unique to the State and are required by these Regulations for Discharges to a POTW.

- A. Any Person who constructs or modifies or proposes to construct or modify Wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of Wastewater facilities, WAC Chapter 173-240. Non-Domestic Users shall request approval for such plans through the Director. Prior to constructing or modifying Wastewater treatment facilities, plans and reports as required by WAC Chapter 173-240 must be approved by the Director.
- B. Non-Domestic Users shall apply to the Director for a permit at least one hundred twenty (120) days prior to the intended Discharge of any Pollutants (SMC 13.18.530) other than Sewage or Wastewater which the Director has determined is similar in character and strength to normal domestic Wastewater with no potential to adversely affect the POTW.
- C. All Significant Industrial Users must apply for and obtain a Wastewater Discharge permit prior to Discharge.
- D. All Non-Domestic Users shall apply AKART to waste Discharges to the waters of the State.
- E. Discharge restrictions of WAC Chapter 173-303 (Dangerous Waste) shall apply to all Domestic and Non-Domestic Users. Specific written approval from the Control Authority and Ecology is required prior to the Discharge of Dangerous Wastes.
- F. Claims of confidentiality shall be submitted according to WAC 173-216-080. Information which may not be held confidential includes the: name and address of applicant, description of proposal, the proposed receiving water, receiving water quality, and effluent data. Claims shall be reviewed based on the standards of WAC 173-216-080, RCW Chapter 42.56, WAC Chapter 173-03, and RCW 43.21A.160.
- G. Persons applying for a new permit or a permit renewal or modification which allows a new or increased Pollutant loading shall publish notice for each application in the format provided by the Director. Such notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
 - (1) The name and address of the applicant and facility/activity to be permitted;
 - (2) A brief description of the activities or operations which result in the Discharge;
 - (3) Whether any tentative determination has been reached with respect to allowing the Discharge;

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- (4) The address and phone number of the office of the Director where Persons can obtain additional information;
 - (5) The dates of the comment period (which shall be at least 30 days); and
 - (6) How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- H. The Director may require the applicant to also mail this notice to Persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the Director determines there is sufficient public interest the Control Authority or Contributing Jurisdiction, as appropriate, shall hold a public meeting following the rules of WAC 173-216-100. The Director may assume responsibility for public notice requirements for any Person and may waive this requirement for any Non-Domestic User not classified as a CIU, SIU, or MIU by the Director.
- I. Permit terms shall include, wherever applicable, the requirement to apply AKART.
- J. All required monitoring data shall be analyzed by a laboratory registered or accredited under the provisions of WAC Chapter 173-50, except for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.

13.18.330 Local Limits

- A. The Control Authority has established and may periodically modify Local Limits pursuant to 40 CFR Part 403.5(c) based upon the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic Wastewater using a method approved by the Director.
- B. Unless the Director determines that public health or safety require an earlier implementation, any modification the Control Authority establishes to the Local Limits in Table 330-1 shall not go into effect until thirty (30) days after reasonable notice of the changes have been provided to the public and Persons known to the Control Authority or Contributing Jurisdiction who may Discharge Wastewater containing analytes subject to such Local Limits.
- C. The Pollutant limits in Table 330-1 are established to protect against Pass Through and Interference and reflect the application of reasonable treatment technology. No Non-Domestic User shall Discharge Wastewater in excess of the Daily Maximum Limits shown in Table 330-1 unless authorized in writing by the Director.
- D. The Local Limits shown in Table 330-1 apply at the point where the Wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Director may impose mass limits in addition to, or in place of, concentration-based limits in accordance with SMC 13.18.310.
- E. Significant Industrial Users and Categorical Industrial Users shall also be subject to Instantaneous Limits (as determined by a Grab Sample) equal to twice the daily maximum

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concentration limit identified in Table 330-1 for any Pollutant for which a Composite Sample is required in a permit. This provision is not applicable to SIUs and CIUs without the permit requirement to collect a Composite Sample for the analyte in question.

Table 330-1: Initial ~~DRAFT~~ Local Limits (Subject to Director Modification)

Analyte	Daily Maximum Concentration Limit (mg/L)	Instantaneous Concentration Limit (mg/L)
Arsenic	0.14	0.28
Aluminum	TBD	TBD
Cadmium	0.12	0.24
Chromium	4.05	5.0
Copper	1.42	2.84
Cyanide	0.19	0.38
Lead	0.80	1.60
Mercury	0.030	.060
Molybdenum	0.17	0.34
Nickel	0.83	1.66
Selenium	0.21	0.42
Silver	0.54	1.08
Zinc	1.93	3.86

- F. No Non-Domestic User shall Discharge Wastewater in excess of the Daily Maximum Limits shown in Table 330-2 unless authorized in writing by the Director. The standard limits in Table 330-2 apply at the point where the Wastewater is discharged to the POTW.

Table 330-2: Standard Limits

Analyte	Daily Maximum Concentration Limit
Total Hydrocarbon based fats, oil and grease	100 mg/L
Minimum pH	6.0 standard units

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Analyte	Daily Maximum Concentration Limit
Maximum pH	9.0 standard units
Ammonia	30 mg/L
BOD	300 mg/L
TSS	300 mg/L

- G. A High Strength User is any Non-Domestic User who, in any given month, discharges Wastewater found to contain a Monthly Average of more than fifty (50) pounds per day of Biochemical Oxygen Demand and fifty (50) pounds per day of Total Suspended Solids. High Strength Users shall be subject to charges as determined by the Director and as amended and under the authority of these Regulations up to any maximum loading limit.
- H. The Control Authority shall use the individual permit process to establish ceiling limits for compatible Pollutants and appropriate Discharge limits for all other Pollutants not listed in SMC 13.18.330. This includes Pollutants subject to regulation under RCRA, volatile or semi-volatile organic compounds, halogenated or brominated compounds, poly-aromatic hydrocarbons, polymers, surfactants, pesticide active ingredients, PFOS/PFOA, 6PPD – quinone and any other Pollutant identified by the Control Authority.
- I. The Director may establish and require Best Management Practices for any category of Non-Domestic User or type of industrial process which creates a non-domestic waste stream. Such requirements may be applied either in lieu of or in addition to the Local Limits in SMC 13.18.330. BMPs may also include alternative limits which may be applied at the end of a specific process or treatment step instead of at the combined effluent.
- J. Where a Non-Domestic User is subject to a Categorical Pretreatment Standard and a Local Limit for a given Pollutant, the more stringent provision shall control.

13.18.340 Right of Revision

The Control Authority reserves the right to establish, by subsequent resolution or regulation, or in Wastewater Discharge permits or other Control Documents, more stringent standards, or requirements for any Discharges to the POTW.

13.18.350 Dilution

No Non-Domestic User shall ever increase the use of process water, or in any way attempt to dilute a Discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a Discharge limit unless expressly authorized by an applicable Pretreatment Standard or requirement. The Director may

impose mass limitations on Non-Domestic Users where deemed appropriate to safeguard against the use of dilution to meet applicable Pretreatment Standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 4. Pretreatment of Wastewater

13.18.400 Pretreatment Facilities

Non-Domestic Users shall provide Wastewater Pretreatment as necessary to comply with these Regulations and shall achieve compliance with the Pretreatment Standards set out in these Regulations within the time limitations specified by EPA, the State, or the Control Authority, whichever is more stringent. Any Pretreatment Facilities necessary for compliance shall be provided, operated, and maintained at the Non-Domestic User's expense, and satisfy State requirements for review and approval of Plans for Wastewater Facilities as described in SMC 13.18.320. Such plans (Engineering Report, Plans and Specifications, and Operation and Maintenance Manuals) shall be submitted [as required by WAC Chapter 173-240] to the Director for review and approval prior to construction. The review of such plans and operating procedures shall in no way relieve the Non-Domestic User from the responsibility of modifying such Pretreatment Facilities as necessary to produce a Discharge acceptable to the Director under the provisions of these Pretreatment Regulations.

13.18.410 Additional Pretreatment Measures

- A. The Director may immediately and effectively halt or prevent any Discharge of Pollutants to the POTW which reasonably appear to present an imminent endangerment to the health or welfare of POTW staff or general public. In such cases, the Director will provide the User advance notice if possible but shall not delay a response to imminent endangerment.
- B. The Director may halt or prevent any Discharge to the POTW which presents or may present an endangerment to the environment, or which threatens to interfere with the operation of the POTW. In such cases, the Director shall attempt to provide not only notice to the affected Non-Domestic User(s), but the opportunity to respond.
- C. Any Non-Domestic User causing the Director to exercise the emergency authorities provided for under SMC 13.18.410(A) and SMC 13.18.410(B) shall be responsible for reimbursement of all related costs to the Control Authority or Contributing Jurisdiction, as appropriate.
- D. The Director may require Non-Domestic Users to reduce or curtail certain Discharges to the POTW, designate that certain Wastewater be discharged only into specific sewers, relocate and/or consolidate points of Discharge, separate Sewage waste streams from Industrial Waste streams, and take all other measures to protect the POTW and determine the Non-Domestic User's compliance with the requirements of these Pretreatment Regulations.
- E. The Director, based on the determination that such facilities or devices are necessary for implementation of Pretreatment Requirements, may require any Non-Domestic User to

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install and maintain, on their property and at their expense, Pretreatment Facilities, devices and equipment that may include, but not be limited to, any of the following:

1. A sampling facility or sampling manhole, whichever the Director deems appropriate, accessible to the Control Authority or Contributing Jurisdiction;
2. A suitable storage and/or flow equalization tank with representative sampling capabilities;
3. A Grease Interceptor, Grease Trap, Solids Separator, or Oil/Water Separator;
4. An approved hazardous gas detection meter;
5. An amalgam separator and/or a silver recovery unit; or
6. Other Pretreatment Facilities, devices, equipment, and/or units as may be necessary to treat Non-Domestic Wastewater prior to entering the POTW.

Non-domestic Users installing any Pretreatment Facility or device shall ensure they are of the type and capacity approved by the Director and conform to any separate requirements established by the Control Authority or Contributing Jurisdiction, as appropriate. Users shall locate Pretreatment Facilities or devices in areas easily accessible for cleaning and inspection by representatives of the Director. Non-Domestic Users shall maintain Pretreatment Facilities or devices at all times to provide acceptable treatment of Wastewater and to maintain compliance with Pretreatment Standards and requirements. Non-Domestic Users are responsible for all periodic inspection, cleaning, maintenance, and repair of such facilities.

- F. **Food Service Establishment.** Non-Domestic Users who prepare and/or serve food or otherwise have potential to Discharge fats, oils, or grease into the POTW shall be required to install Grease Interceptors located outside the building. The Director may approve the installation of Grease Traps inside the building on a case-by-case basis under extraordinary circumstances. Non-Domestic Users may be required to retrofit Grease Interceptors that were constructed prior to the adoption of these Regulations.
- G. **GI Design.** GIs shall be designed, sized, constructed, and installed in accordance with Control Authority or Contributing Jurisdiction standards and the Uniform Plumbing Code (UPC). All fixtures, equipment, and drain lines located in a facility's food preparation and cleanup areas shall be connected to a GI, unless specifically approved by the Director. The following types of equipment or fixtures have been identified as potential sources of fats, oils and grease and shall be connected to a GI: pre-rinse and/or pre-wash sinks or sinks in dishwashing areas; two or three compartment sinks; wok stoves; self-cleaning stove ventilation/exhaust hood; kitchen floor drains; floor drains; floor sinks; mop sinks; food prep sinks; and hand sinks. Dishwashers may only be directed to GIs per Director or manufacturer instructions. Dishwashers or other fixtures discharging emulsifying agents, such as detergents, shall be located such that their potential to adversely impact the GI operation is minimized. All drain lines shall have permanently fixed screens with maximum 1/4-inch openings to prevent the pass-through of larger solids. Commercial food grinders and garbage disposals are not allowed. No sanitary waste shall be conveyed to the GI. A monitoring manhole shall be included on all GI installations.
- H. **GI Installation.** GIs shall be installed such that they are easily accessible for inspection, cleaning, and the removal of fats, oils, grease and solid material. An accessible GI shall meet the following minimum criteria: the edge of the GI shall be flush with any edge of an overhead obstruction; and the overhead clearance shall be at least equal to the overall

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depth of the GI. GI access covers should be located such that the influent and effluent sanitary tee and compartment walls are accessible at all times for proper cleaning and inspection.

- I. **Cleaning and Maintenance.** The Director shall be authorized to establish routine maintenance schedules of Pretreatment Facilities or devices for the purpose of inspection, maintaining effective treatment and Pollutant removal, and reducing Pollutant loadings to the POTW. The Control Authority or Contributing Jurisdiction shall be allowed access to Pretreatment Facilities or devices for the purpose of inspection and/or to verify compliance with these Regulations. Waste removed from a Pretreatment Facility or device shall not be disposed of in the POTW. A record of cleaning, maintenance or disposal activities shall be submitted to the Director. The use of hot water, enzymes, bacteria, chemicals, or other agents for the purpose of causing the contents of a Pretreatment Facility or device to be discharged into the POTW is prohibited.

13.18.420 Accidental Discharge/Slug Discharge Control Plans

The Director may require any Non-Domestic User to develop and implement an Accidental Discharge/Slug Discharge Control Plan and take other actions the Director believes are necessary to control Discharges which may be caused by spills or periodic non-routine activities. Accidental Discharge/Slug Discharge Control Plans shall include at least the following:

- A. A description of all Discharge practices, including any non-routine batch Discharges such as from cleaning, replenishment, or disposal;
- B. A description of all stored chemicals, disclosing all ingredients in formulations which could violate a Discharge prohibition if discharged to the POTW;
- C. The procedures for immediately notifying the Director of any accidental Discharge or Slug Discharge, as required by SMC 13.18.750; and
- D. The procedures that will be taken to prevent the occurrence or adverse impact from any accidental or Slug Discharge. Such procedures shall address the inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic Pollutants (including solvents), and/or measures and equipment for emergency response.

Non-Domestic Users shall notify the Director immediately upon the occurrence of any accidental Discharge or Slug Discharge of substances regulated by these Regulations. The notification shall include location of Discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any Non-Domestic User that has an accidental Discharge or Slug Discharge shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the Control Authority or Contributing Jurisdiction on account thereof under these Regulation, State or Federal law.

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Within five (5) days following an accidental Discharge, the Non-Domestic User shall submit to the Director a detailed written report describing the cause of the Discharge and the measures to be taken by the Non-Domestic User to prevent similar future occurrences. Such notification shall not relieve the Non-Domestic User of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, fish kills, or any other damage to Person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability that may be imposed under these Regulations or other applicable law.

13.18.430 Hauled Wastewater

- A. Certain non-domestic wastes may be introduced into the POTW at locations designated by the Director, and at such times as are established by the Control Authority. No Septage may be discharged to the POTW. The hauler of approved wastes shall be responsible for ensuring ~~such~~ that ~~such~~ wastes comply with all discharge prohibitions in SMC 13.18.2300 through SMC 13.18.2340 and other applicable control authority or contributing jurisdiction requirements. Waste Haulers are required to obtain Wastewater Discharge permits, other Control Documents, and/or provide a manifest at the time of Discharge identifying the customer name, address, volume, and other information from each customer.
- B. Fees for the Discharge of hauled waste may be established as part of the fee system as authorized in SMC 13.18.1700 and SMC 13.18.1710 as amended.
- C. Haulers proposing to Discharge site remediation Wastewater shall comply with applicable Pretreatment Standards and requirements of these Regulations and policies and guidelines as established by the Control Authority. Haulers proposing to Discharge site remediation Wastewater may be subject to fees based upon volume, treatability, handling, and administration.
- D. The Director shall require the hauler, and may also require the generator, of non-domestic waste to obtain a Wastewater Discharge permit or other Control Document. The Director may also prohibit the disposal of any or all hauled Industrial Waste. The Discharge of hauled Industrial Waste is subject to all applicable Pretreatment Standards and requirements of these Pretreatment Regulations and policies and guidelines as established by the Control Authority.
- E. Industrial Waste haulers may Discharge loads only at locations designated by the Director and with the prior consent of the Director. The Control Authority may collect, or require the hauler to collect, samples of each hauled load to ensure compliance with applicable Standards, and halt the Discharge at any point in order to take or require additional samples or hold the load pending analysis. The Director may require the Industrial Waste hauler to provide a waste analysis of any load prior to Discharge, to characterize the waste, or to certify that the waste does not meet the definition of a hazardous waste under WAC Chapter 173-303.
- F. Industrial Waste haulers are required to provide a waste-tracking form for each load, unless exempted in writing by the Director. The waste-tracking form may be required to include the following information:

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1. Name and address of the Industrial Waste hauler;
2. Truck and driver identification;
3. Names and addresses of the sources of waste;
4. Type of industry, volume, brief description, known characteristics and presumed constituents of waste;
5. Any wastes which are designated hazardous wastes under RCRA; and
6. Any other information deemed necessary by the Director.

Section 5. Wastewater Discharge Permits and Control Documents

13.18.500 Industrial User Surveys

The Control Authority is obligated under Federal law to identify and locate all possible Non-Domestic Users which might be subject to the Pretreatment Standards, and to identify the character and volume of Pollutants discharged by such Non-Domestic Users. To satisfy this requirement, any possible Non-Domestic User of the POTW must, upon request of the Director, periodically complete an Industrial User survey form. Users of the POTW shall fully disclose the information requested and sign the completed form in accordance with SMC 13.18.550. Proper completion of survey requirements is a condition of initial and continued Discharge to the POTW. Non-Domestic Users failing to fully comply with survey requirements within a timeframe specified by the Director shall be subject to all enforcement measures authorized under these Regulations including termination of service. The Director is authorized to prepare several forms for this purpose and require completion of the particular form which the Director determines appropriate to provide the information needed to categorize each User. The Director shall be authorized to categorize each Non-Domestic User, provide written notice of a Non-Domestic User's categorization and what it means, and revise this categorization at any time.

13.18.510 Wastewater Discharge Permit Requirement

- A. No Significant Industrial User shall Discharge Wastewater into the POTW without first obtaining an individual Wastewater Discharge permit from the Director. A Significant Industrial User or Non-Domestic User, that has filed a timely application pursuant to SMC 13.18.520 may continue to Discharge unless and until notified otherwise by the Director.
- B. The Director may require all other Non-Domestic Users to obtain a Wastewater Discharge Permit, Control Document, or implement Best Management Practices as necessary to carry out the requirements or otherwise meet the intent of these Pretreatment Regulations. For

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example, a Control Document may be required solely for flow equalization or for a NDCIU.

- C. Any failure to complete the required survey form, apply for and obtain a required permit or other Control Document, or violate the terms and conditions of a Wastewater Discharge permit or Control Document shall be deemed a violation of these Pretreatment Regulations and subject the Non-Domestic User to the sanctions set out in SMC 13.18.1100 through SMC 13.18.1360. Obtaining a Wastewater Discharge permit or other Control Document does not relieve a Non-Domestic User of its obligation to comply with all Federal and State Pretreatment Standards or requirements or with any other requirements of Federal, State, and local law.

13.18.520 Wastewater Discharge Permitting: Existing Connections

- A. Any Non-Domestic User required to obtain a Wastewater Discharge permit under these Regulations who was discharging wastewater into the POTW prior to the effective date of these Regulations may be required to apply to the Control Authority for a Wastewater Discharge permit in accordance with SMC 13.18.530. In such event, the Non-Domestic User shall not cause or allow Discharges to the POTW to continue two hundred seventy (270) days following the effective date of these Regulations except in accordance with a Wastewater Discharge permit issued by the Director. The timeframes provided in this Section may be extended at the Director's discretion. The Director may authorize Significant Industrial Users that are already permitted by Ecology to continue discharging to the POTW pursuant to such permit by reissuing such permit under a new permit number and cover page identifying the Control Authority as the issuer and administrator of the permit.
- B. Any Non-Domestic User with an existing Wastewater Discharge approval proposing to make a change in an existing waste Discharge, which will substantially change the volume of flow or the characteristics of the waste or establish a new point of Discharge, shall apply for a new Wastewater Discharge approval thirty (30) days prior to making the change. Substantial changes may include, but are not limited to, a twenty-percent (20%) increase in the authorized daily maximum flow, addition of a new process, product, or manufacturing line that will increase or decrease the concentration of Pollutants in the waste stream or require modification in the operation of the pretreatment system, addition of new pretreatment equipment, or alteration of a sample site.

13.18.530 Wastewater Discharge Permitting: New Connections

Persons wishing to Discharge Industrial Wastewater must first complete either a survey form (if they do not expect a permit is needed) or a permit application. Any Non-Domestic User identified by the Control Authority through the survey as potentially needing a permit must file a permit application. Applications for Wastewater Discharge permits, in accordance with SMC 13.18.540, must be filed at least one hundred twenty (120) days prior to the desired date of Discharge, and the Discharge permit obtained prior to commencing Discharge.

13.18.540 Wastewater Discharge Permit Application Contents

- A. All Non-Domestic Users required to obtain a Wastewater Discharge permit must apply using a form provided by the Control Authority or Contributing Jurisdiction. Non-Domestic Users must supply the following information as part of the permit application if relevant to the Non-Domestic Users operation unless waived by the Director.
1. Identifying information.
 - a. The name and physical address of the facility, the names of the operator/facility manager and owner, and the name and address of the point of contact; and
 - b. A description of activities, facilities, and plant production processes on the premises.
 2. A list of any environmental control permits held by or for the facility.
 3. A description of operations and facilities including:
 - a. A brief description of the operations, average rate of production, and industrial classification (SIC or NAICS codes) of the operation(s) conducted on site;
 - b. The number and type of employees, and proposed or actual hours of operation;
 - c. The type, amount, rate of production, and process used for each product produced;
 - d. The type and amount of raw materials used (average and maximum rates);
 - e. The raw materials and chemicals to be routinely stored at the facility (including products in rail cars and tank trucks located on site);
 - f. The types of wastes generated on a routine and periodic basis;
 - g. The times and durations when wastes will be discharged;
 - h. A schematic process diagram showing each process step, waste stream, treatment step, internal recycle, and point of Discharge to the POTW. This diagram should identify which streams are subject to Categorical Pretreatment Standards;
 - i. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of Discharge;
 - j. The sampling locations and provisions for monitoring Discharges; and
 - k. Copies of plans and reports for Wastewater facilities as required under WAC Chapter 173-240 (Engineering Report, Plans and Specifications, and an Operations and Maintenance Manual).

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4. Flow data: The average daily and maximum daily flow, in gallons per day, to the POTW from each waste stream. Information shall be complete enough to allow use of the combined wastestream formula per SMC 13.18.310(D) and 40 CFR Part 403.6(e) where applicable.
 - a. Significant Industrial Users that are subject to Categorical Pretreatment Standards shall submit information showing the measured average daily flow and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - (i) Regulated or manufacturing process streams; and
 - (ii) Other streams as necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e).
 - b. Significant Industrial Users that are not subject to Categorical Pretreatment Standards shall submit information showing the measured average daily flow and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - (i) Total process flow, Treatment Plant flow, total plant flow, or individual manufacturing process flow as required by the Control Authority. The Director may allow verifiable estimates of these flows where justified by cost or feasibility considerations.
5. Pollutant Data:
 - a. The Categorical Pretreatment Standards applicable to each regulated process;
 - b. The results of sampling and analysis identifying the nature and concentration, (and mass where required by the Standard or the Director), of regulated Pollutants in the Discharge from each regulated process; and
 - c. The estimated peak instantaneous, daily maximum, and long-term average Discharge concentrations (and mass) based on the sampling results.
6. Sampling data to show samples are:
 - a. Representative of daily operations;
 - b. Taken just downstream from Pretreatment Facilities if such exist, or just downstream of the regulated process(es) if no Pretreatment Facilities exist;
 - c. Collected as required by SMC 13.18.800 of these Pretreatment Regulations; and
 - d. Analyzed according to SMC 13.18.790 of these Pretreatment Regulations.

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7. Information confirming BMPs. Where Standards specify a BMP or pollution prevention alternative, the Non-Domestic User must include the information needed by the Control Authority or the applicable Standard to determine whether BMPs are (or will be) implemented.
 8. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a Pollutant neither present nor expected to be present in the Discharge must include new sampling data showing (continued) absence of the Pollutant in the raw Wastewater and satisfying SMC 13.18.730(J).
 9. Any other information deemed necessary by the Director to prepare a Discharge permit.
- B. Incomplete or inaccurate applications will not be processed and will be returned to the Non-Domestic User for revision. The Control Authority and the Director shall be held harmless for delays caused by returned applications.

13.18.550 Application and Survey Signatories and Certifications

- A. All Wastewater Discharge permit applications and reports shall be signed by an Authorized Representative of the Non-Domestic User and contain the certification statement in SMC 13.18.830(A).
- B. All survey forms shall be signed by an Authorized Representative of the Non-Domestic User and may contain the certification statement in SMC 13.18.830(A).
- C. Non-Domestic Users shall submit a new authorization if the designation of an Authorized Representative of the Non-Domestic User is no longer accurate. This includes when a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company. The Non-Domestic User must submit the new authorization to the Director prior to or with any reports to be signed by the new Authorized Representative of the Non-Domestic User.

13.18.560 Wastewater Discharge Permit Decisions

After receipt of a complete Wastewater Discharge permit application, the Director will determine whether or not to issue a Wastewater Discharge permit. The Director may deny any application for a Wastewater Discharge permit or require additional safeguards (including the installation of Pretreatment Facilities or plant or process modifications), or reports (including plans under WAC Chapter 173-240), or information as a condition for approval. For Non-Domestic Users not meeting the criteria of Significant Industrial Users, the Director may also waive or defer a permit, or allow Discharges in the interim while a permit is being prepared.

As a condition of an approval, the Director may require the Non-Domestic User to install Pretreatment Facilities or make plant or process modifications as deemed necessary by the Director to meet the

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requirements of these Regulations and applicable Federal and state standards. Such facilities or modifications shall be designed, installed, constructed, operated, and maintained at the Non-Domestic User's expense in accordance with the provisions of these Pretreatment Regulations, and in accordance with the rules and regulations of all local and governmental agencies. If additional pretreatment and/or operation and maintenance will be required to meet the applicable Pretreatment Standards, the Non-Domestic User shall submit a proposed schedule with the shortest feasible timeline, not to exceed 3 years, to be reviewed and approved by the Director, by which the Non-Domestic User will provide such additional pretreatment and/or operation and maintenance. The schedule shall conform to the requirements of SMC 13.18.700(C)(4) of these Pretreatment Regulations. The completion date in this schedule shall not be later than the compliance date established pursuant to SMC 13.18.700(C)(4).

Section 6. Wastewater Discharge Permit Issuance

13.18.600 Wastewater Discharge Permit Duration

The Director may issue a Wastewater Discharge permit for a period of up to five (5) years from its effective date. Each Wastewater Discharge permit will indicate its expiration date.

13.18.610 Wastewater Discharge Permit Contents

Wastewater Discharge permits will include conditions the Director deems reasonably necessary to carry out the goals of the SMC 13.18.010, Federal and State regulations, and the requirements of these Pretreatment Regulations. In addition to the permit information contents below, all permitted Users shall at all times be responsible for the proper operation and maintenance of any facilities or systems of control installed by the Permittee to achieve compliance with the terms of conditions of the permit.

- A. Significant Industrial User and Categorical Industrial User Wastewater Discharge permits will contain the following information:
 - 1. The permit issuance date, expiration date, and effective date;
 - 2. A statement that the Wastewater Discharge permit is nontransferable without prior notification to the Director in accordance with SMC 13.18.640, and provisions for furnishing the new owner or operator with a copy of the existing Wastewater Discharge permit;
 - 3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards and requirements to apply AKART (see SMC 13.18.230(I));
 - 4. The Pollutants to be monitored and specific monitoring, record keeping and reporting requirements. This includes the sampling location(s), sampling frequencies, sampling custody records, and sample types consistent with Federal and State law and these Pretreatment Regulations, and the requirement that

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monitoring data be analyzed by a laboratory registered or accredited under the provisions of WAC Chapter 173-50;

5. Requirements to submit certain reports (as reflected in Section 7 Reporting Requirements), including submittal and approval of plans, reports and manuals as required by WAC Chapter 173-240, and to provide various notifications, keep records, and if required, implement Best Management Practices;
 6. The process to be used to request a waiver from monitoring for a Pollutant neither present nor expected to be present in the Discharge in accordance with SMC 13.18.730(J), or a specific waived Pollutant in the case of an individual permit;
 7. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements, any applicable compliance schedule, falsification of reports or tampering with sampling equipment. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;
 8. Requirements to control Slug Discharges, including to develop, update, and implement Slug Discharge control plans (see SMC 13.18.420 for required content) where the Director determines such plans are necessary to prevent accidental, unanticipated, or non-routine Discharges;
 9. Any monitoring, which has been conditionally waived by the Director according to SMC 13.18.730(J) but which automatically applies at any time the requirements of the conditional waiver are not met;
 10. Requirement for immediate notification to the Director where self-monitoring results indicate noncompliance;
 11. Requirement to immediately take action to stop, contain, and cleanup a Bypass, Slug Discharge, or any other unauthorized Discharge, immediately notify the Director, and submit a written report to the Director within 30 days of the occurrence, as required by WAC Chapter 173-216;
 12. Requirement to submit permit application for the renewal of a permit at least 60 days prior to expiration of permit;
 13. Permit modification requirements, as described in SMC 13.18.630;
 14. Permit revocation provisions, as described in SMC 13.18.650.
- B. Wastewater Discharge permits may contain, but need not be limited to, the following additional conditions:

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1. Pretreatment Facilities and measures required by SMC 13.18.400 and 13.18.410 of these Pretreatment Regulations;
 2. Limits on the average and/or maximum rate of Discharge, time of Discharge, and/or requirements for flow regulation and equalization;
 3. Requirements to install pretreatment technology, pollution controls, or to construct appropriate containment devices to reduce, eliminate, or prevent the introduction of Pollutants into the treatment works, ground, or Storm Water;
 4. Requirements to develop and implement of waste minimization plans to reduce the amount of Pollutants discharged to the POTW;
 5. Requirements to pay charges or fees for Discharge to the POTW including high strength charges;
 6. Requirements to install, maintain, and properly operate inspection, sampling, and Pretreatment Facilities and equipment, including flow measurement devices;
 7. Notice that compliance with the Wastewater Discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the Wastewater Discharge permit; and
 8. Other conditions as deemed appropriate by the Director to ensure compliance with these Pretreatment Regulations, and Federal and State laws, rules, and regulations.
- C. Other Non-Domestic User control mechanisms may contain, as determined by the Director, the information specified in SMC 13.18.540(A) and (B) above.

13.18.620 Permit Issuance Process

- A. Public Notice: Non-Domestic Users shall follow the procedures for public notice found in SMC 13.18.320(G) and SMC 13.18.320(H). The Director shall consider and respond to public input as appropriate prior to issuance of a permit. The Director will arrange a public meeting if properly requested and if there is sufficient public interest, pursuant to WAC 173-216-100.

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- B. Permit Appeals: Any Person, including the Non-Domestic User, may petition the Director to reconsider the terms of a Wastewater Discharge permit within thirty (30) days of the date of its issuance.
1. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
 2. In its petition, the appealing party must indicate the Wastewater Discharge permit provisions objected to, the reasons for this objection, and the alternative condition(s), if any, it seeks to place in the Wastewater Discharge permit.
 3. The effectiveness of the Wastewater Discharge permit shall not be stayed pending the appeal.
 4. If the Director fails to act within thirty (30) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a Wastewater Discharge permit, not to issue a Wastewater Discharge permit, or not to modify a Wastewater Discharge permit shall be considered final administrative actions for purposes of judicial review.
 5. Aggrieved parties seeking judicial review of the final administrative Wastewater Discharge permit decision must do so by filing a complaint with the Superior Court of Pierce County within thirty (30) days of final agency action and properly served upon the Control Authority or Contributing Jurisdiction.

13.18.630 Wastewater Discharge Permit Modification

The Director may modify a Wastewater Discharge permit or other Control Document for good cause, including, but not limited to, any of the following reasons:

- A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or requirements including new or revised Local Limits;
- B. To address new or changed operations, processes, production rates, waste streams, or changes in water volume or character;
- C. To reflect conditions at the POTW requiring an authorized Discharge to be reduced or curtailed. Such requirements may be either temporary or permanent;
- D. Based on information that indicates a permitted Discharge poses a threat to POTW or staff, the receiving waters, or to violate a prohibition of these Pretreatment Regulations;
- E. To address violations of any terms or conditions of the Wastewater Discharge permit;

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- F. To address misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge permit application or in any required report;
- G. To incorporate revisions based on a variance from Categorical Pretreatment Standards approved pursuant to 40 CFR Part 403.13;
- H. To correct typographical or other errors in the Wastewater Discharge permit; or
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator as required under SMC 13.18.640.

13.18.640 Wastewater Discharge Permit Transfer

Wastewater Discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director and the Director approves the Wastewater Discharge permit transfer. Failure to provide advance notice of a transfer renders the Wastewater Discharge permit void as of the date of facility transfer. The notice to the Director must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing Wastewater Discharge permit.

Provided that the notice required above occurs and that there were no significant changes to the manufacturing operation or Wastewater Discharge, the new owner will be considered an existing connection per SMC 13.18.520 and be covered by the existing limits and requirements in the previous owner's Discharge approval.

13.18.650 Wastewater Discharge Permit Revocation

The Director may **terminate or** revoke a Wastewater Discharge permit or other Control Document for good cause, including, but not limited to, when a Non-Domestic User has:

- A. Failed to notify the Director of significant changes to the Wastewater prior to the changed Discharge;
- B. Failed to provide prior notification to the Director of changed conditions pursuant to SMC 13.18.740;
- C. Misrepresented or failed to fully disclose all relevant facts in the Wastewater Discharge permit application;

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- D. Falsified self-monitoring reports or tampered with monitoring equipment;
- E. Refused to allow the Control Authority timely access to the facility premises and records;
- F. Failed to meet effluent limitations or permit conditions;
- G. Failed to pay applicable fines or sewer charges;
- H. Failed to meet compliance schedule deadline dates;
- I. Failed to complete a Wastewater survey or Wastewater Discharge permit application;
- J. Failed to provide advance notice of the transfer of business ownership;
- K. Violated any Pretreatment Standard or requirement, or any terms of the Wastewater Discharge permit or these Regulations;
- L. Ceased operations; or
- M. Transferred business ownership.

Prior Wastewater Discharge permits issued to a Non-Domestic User are void upon the effective date of the new Wastewater Discharge permit issued to that Non-Domestic User.

13.18.660 Wastewater Discharge Permit Reissuance

A Non-Domestic User with a Wastewater Discharge permit due to expire shall apply for Wastewater Discharge permit reissuance by submitting a complete permit application, in accordance with SMC 13.18.540, a minimum of one hundred twenty (120) days prior to the expiration of the Non-Domestic User's existing Wastewater Discharge permit. A Non-Domestic User, whose existing permit or Control Document has expired, and has submitted its re-application in the time period specified herein, shall be deemed to have an effective permit or Control Document until the Director issues or denies the new permit or Control Document. The Director may waive the time limit for submittal of a reissuance application, for good cause shown.

Section 7. Reporting Requirements

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13.18.700 Baseline Monitoring Reports

- A. When Categorical Pretreatment Standards for an industry category are published (promulgated), Non-Domestic Users that perform that process and either currently Discharge or are scheduled to Discharge Wastewater from the process to the POTW, must submit a baseline monitoring report to the Director. This report must contain the information listed in SMC 13.18.700(C). The report is due within one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, unless the final administrative decision on a category determination comes later.
- B. Non-Domestic Users that wish to begin discharging Wastewater to the POTW from operations subject to Categorical Pretreatment Standards after EPA has published the Standards (called New Sources), shall submit a baseline monitoring report to the Director containing the information listed in SMC 13.18.700(C). However, for New Sources, the report must be provided at least one hundred twenty (120) days before desiring to Discharge. New Sources shall describe the method of pretreatment they intend to use to meet applicable Categorical Pretreatment Standards. Because monitoring data will not be available for proposed facilities, New Sources instead must provide estimates of the anticipated flow rates and quantity of Pollutants to be discharged.
- C. The baseline monitoring report shall include the following information:
 - 1. All information required in SMC 13.18.540(A)(1) through (A)(9).
 - 2. Additional conditions for Existing Sources measuring Pollutants.
 - a. Non-Domestic Users shall take a minimum of three representative sample to compile the data for the baseline monitoring report.
 - b. Non-Domestic Users shall take samples immediately downstream from Pretreatment Facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If the Non-Domestic User mixes other Wastewaters with the regulated Wastewater prior to pretreatment, the Non-Domestic User must provide the flows and concentrations necessary to apply the combined wastestream formula of SMC 13.18.310(C) and 40 CFR Part 403.6(e). Where the Non-Domestic User wants an alternate concentration or mass limit, and it is allowed by Federal rules at 40 CFR Part 403.6(e), the User shall propose the adjusted limit and provide supporting data to the Control Authority.
 - c. Sampling and analysis shall be performed in accordance with SMC 13.18.800 (Sample Collection), and SMC 13.18.790 (Analytical Requirements).

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- d. The Director may allow the report to use only historical data if the data is good enough to allow the evaluation of whether (and which) industrial pretreatment measures are needed.
 - e. The baseline monitoring report shall indicate the time, date, and place of sampling, methods of analysis. The User shall certify that the sampling and analysis presented is representative of normal work cycles and expected Pollutant Discharges to the POTW.
3. Compliance Certification. A statement, reviewed by the Authorized Representative of the Non-Domestic User and certified by a qualified professional experienced in the design, construction, and operation of Pretreatment Facilities indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment steps are required to meet the Pretreatment Standards and requirements.
4. Compliance Schedule. While New Sources must install the treatment required to meet the Pretreatment Standards prior to operation, Existing Sources may be granted a compliance schedule where they must provide additional pretreatment and/or O&M to meet the Pretreatment Standards. In such cases, the Non-Domestic User shall propose the shortest schedule by which they can provide the additional pretreatment and/or O&M. The completion date which the Non-Domestic User proposes in this schedule may not be later than the compliance date established for the applicable Pretreatment Standard. Any compliance schedule authorized pursuant to this Section must also meet the requirements set out in SMC 13.18.710.

Signature and Report Certification. All baseline monitoring reports must be certified in accordance with SMC 13.18.830(A) and signed by an Authorized Representative of the User.

13.18.710 Compliance Schedule Progress Reports

The following conditions shall apply to compliance schedules proposed by Existing Sources according to SMC 13.18.700(C)(4) and incorporated into permits:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Non-Domestic User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The Non-Domestic User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for

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any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

- D. In no event shall more than nine (9) months elapse between such progress reports to the Director.

13.18.720 Reports on Compliance with Categorical Pretreatment Standards Deadline

Both Existing Sources and New Sources must submit a report on whether compliance has been initially achieved. For Existing Sources, the report is due ninety (90) days after the date applicable Categorical Pretreatment Standards give as the final compliance date. For a New Source, the report is due ninety (90) days after starting to Discharge to the POTW.

In both cases, the report must contain the information described in SMC 13.18.540(A)(3) through SMC 13.18.540(A)(6). For Existing Sources, it must also contain the compliance certification of SMC 13.18.700(C)(3) and, if needed, the compliance schedule described in SMC 13.18.700(C)(4). Non-Domestic Users subject to equivalent mass or concentration limits, as allowed by SMC 13.18.310, must include a reasonable measure of their long term production rate. Other Non-Domestic Users subject to Standards based on a unit of production (or other measure of operation) must include their actual production during the sampling period. All compliance reports must be signed and certified in accordance with SMC 13.18.830(A).

13.18.730 Periodic Compliance Reports

- A. The Director may specify the necessary minimum sampling and reporting frequencies and include applicable requirements in permits. Significant Industrial Users (SIUs) must:
1. Report at least twice a year, in June and December unless otherwise specified;
 2. Report the flows and concentrations for the reporting period of regulated Pollutants in all Discharges subject to Pretreatment Standards;
 3. Report average and maximum daily flows for the reporting period and identify where flow estimates are used; and
 4. Include the documentation needed to show compliance with applicable BMPs, pollution prevention alternatives, maintenance, treatment, or record keeping requirements.
- B. Non-Domestic Users must sign and certify all periodic compliance reports in accordance with SMC 13.18.830(A) of these Regulations.
- C. Non-Domestic Users must take Wastewater samples which are representative of their range of Discharge conditions and of any Discharge not disclosed in their permit application. Non-Domestic Users must properly operate, clean, and maintain sampling and flow metering facilities and devices and ensure they function properly. The Director will not allow Non-Domestic User claims that sampling results are unrepresentative due to a Non-Domestic User's failure to meet this requirement, without extenuating circumstances approved by the Director.

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- D. Non-Domestic Users subject to the reporting requirements in this Section must report any additional monitoring which might determine compliance with permit requirements. This includes any additional monitoring of regulated Pollutant at their respective effluent monitoring locations using procedures prescribed in SMC 13.18.800. In such cases, the results of this monitoring shall be included in periodic monitoring reports.
- E. If a Non-Domestic User sampled and analyzed more frequently than was required by the Director or by these Regulations, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the Discharge during the reporting period.
- F. Any Non-Domestic User subject to equivalent mass or concentration limits established by the Director or by unit production limits specified in the applicable Categorical Pretreatment Standards, shall report production data as outlined in SMC 13.18.310(E).
- G. Zero Discharge Non-Domestic Users shall submit periodic reports as required by the Director stating that no Industrial Wastewater has been discharged to the POTW.
- H. If the Director calculated limits to factor out dilution flows or nonregulated flows, the Non-Domestic User will be responsible for providing flows from the regulated process flows, dilution flows and nonregulated flows.
- I. Flows shall be reported on the basis of actual measurement; however, the Director may accept reports of average and maximum flows estimated by verifiable techniques if the Director determines that an actual measurement is not feasible.
- J. The Director may authorize a Categorical Industrial User to forego sampling of a Pollutant regulated by a Categorical Pretreatment Standard when it is not present in raw Wastewater provided that:
 - 1. The CIU submits a request for the waiver with their permit application or reapplication;
 - 2. The CIU analyzes a sample (or samples) representative of all Wastewater from all processes before any treatment and includes all results with the request;
 - 3. The CIU demonstrates through source water and untreated process water sample results that the Pollutant never exceeds intake water levels. (Pollutants simply reduced by treatment to background levels are ineligible for the waiver.);

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4. The CIU shows, where non-detectable sample results are returned as provided in subsection (b) or (c) above, that they used the method from 40 CFR Part 136 with the lowest detection level;
 5. The Authorized Representative of the User signs the request using the certification statement;
 6. The CIU includes in routine monitoring reports, a statement certifying that there has been no increase in the Pollutant in its waste stream due to activities of the Industrial User; and
 7. The CIU reports and immediately resumes the monitoring, which would otherwise have been required upon discovering that a waived Pollutant is present or expected to be present based on changes to the User's operations.
- K. The Director will document the reasons supporting the waiver in the permit fact sheet, and keep any information submitted by the Non-Domestic User and the fact sheet for three (3) years after the waiver expires. Monitoring waivers are valid after being incorporated in a Non-Domestic User's permit. The waiver is in effect while the Permit is effective. The Director may cancel a monitoring waiver at any time for cause.

13.18.740 Reports of Changed Conditions

Each Non-Domestic User must notify the Director of any substantial changes to the Non-Domestic User's operations or system which might alter the nature, quality, or volume of its Wastewater. This notification must be made at least thirty (30) days before the desired change and be sent to the Director. In such cases:

- A. The Director may require the User to submit any information needed to evaluate the changed condition. The Director may also require a new or revised Wastewater Discharge permit application under SMC 13.18.540; and
- B. The Director may issue, reissue, or modify a Wastewater Discharge permit applying the procedures of Section 6 of these Regulations in response to a User's notice under this Section.

13.18.750 Reports of Potential Problems

- A. Any Non-Domestic User which has any unusual Discharge that could cause problems to the POTW must immediately notify the Director by telephone of the incident. This notification shall include the location of the Discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the Non-Domestic User to control and curtail the Discharge. Such Discharges may include spills, Slug Loads, accidental Discharges, or other Discharges of a non-routine, episodic nature. Problems to the POTW which require reporting under this Section include violating Pretreatment Requirements, Pretreatment Standards, or other requirements of Section 3 of these Pretreatment Regulations such as vapor toxicity and explosivity limits.

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- B. Within five (5) days following such Discharge, the Non-Domestic User shall submit a detailed written report describing the cause(s) of the Discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the Non-Domestic User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to Person or property; nor shall such notification relieve the Non-Domestic User of any fines, penalties, or other liability which may be imposed pursuant to these Pretreatment Regulations.
- C. Non-Domestic Users required to submit an Accidental Discharge/Slug Discharge Control Plan (per SMC 13.18.420) shall post notice in a prominent location advising employees who to call at the POTW to inform the Director of a potential problem Discharge (SMC 13.18.750(A)). Non-Domestic Users shall ensure that all employees who may cause or witness such a Discharge are advised of the emergency notification procedures.
- D. All Non-Domestic Users must immediately notify the Director of any changes at their facility which might increase their potential for a Slug Discharge. This includes increasing the volume of materials stored or located on site which, if discharged to the POTW, would cause problems. Non-Domestic Users required to prepare an Accidental Discharge/Slug Discharge Control Plan under SMC 13.18.420 shall also modify their plans to include the new conditions prior to, or immediately after making such changes.

13.18.760 Reports of Unpermitted Users

All Non-Domestic Users not required to obtain a Wastewater Discharge permit shall provide appropriate reports to the Director as the Director may require. This may include, but not be limited to, periodically completing, and signing Industrial User Surveys, monitoring reports, and reports regarding compliance with Best Management Practices.

13.18.770 Notice of Violation / Repeat Sampling and Reporting

If sampling performed by a Non-Domestic User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation. The Non-Domestic User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. The Director may waive the repeat sampling requirement where the Control Authority or Contributing Jurisdiction has sampled the effluent for the Pollutant in question prior to the Non-Domestic User obtaining sampling results.

13.18.780 Notification of the Discharge of Hazardous Waste

- A. Any Non-Domestic User that proposes to Discharge any volume of hazardous waste as defined in 40 CFR 261 (listed or characteristic wastes) or dangerous waste as defined WAC Chapter 173-303, or any facility that proposes to Discharge any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), is required to provide a request in writing to the Director. Discharging such waste without the Director's approval as provided herein is prohibited. The request shall be provided with the initial Wastewater Discharge approval application and repeated with each subsequent reapplication.
- B. Any Non-Domestic User who Discharges any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, or WAC Chapter 173-303 must also comply with the following requirements:

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1. Notify the Director, the EPA Region 10 Office of Air, Waste, and Toxics Director, and State hazardous waste authorities, in writing, of the Discharge. Maintain a copy of this notification and include it in all subsequent permit applications or re-applications under these Pretreatment Regulations.
2. Include the following information in the notification:
 - a. The name of the hazardous waste as found in 40 CFR Part 261;
 - b. The EPA hazardous waste number; and
 - c. The type of Discharge (continuous, batch, or other).
3. If the Discharge totals more than two hundred twenty (220) pounds of hazardous waste in any month, also provide:
 - a. The hazardous constituents contained in the wastes;
 - b. An estimate of the mass and concentration of hazardous constituents in the wastestream discharged during that calendar month; and
 - c. An estimate of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months.
4. This notice shall be repeated for new or increased Discharges of substances subject to this reporting requirement.
5. All notifications must take place prior to discharging a substance for which these reporting requirements apply. If this is not possible, the notice must be provided as soon after Discharge as practical and describe why prior notice was not possible.
6. Non-Domestic Users must provide notifications under this paragraph only once to EPA and the State for each hazardous waste discharged. However, all of the information of these notices shall be repeated in each new permit application submitted under these Pretreatment Regulations.
7. This requirement does not relieve the Non-Domestic User from requirements to provide other notifications, such as of changed conditions under SMC 13.18.540, or applicable permit conditions, permit application requirements, and prohibitions.

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8. Pollutants that are reported under the reporting requirements for Categorical Industrial Users in baseline monitoring, final and periodic compliance reports are not subject to the notification requirements in this Section.
- C. Non-Domestic Users must report all Discharges of more than thirty-three (33) pounds per month of substances which, if otherwise disposed of, would be hazardous wastes. Non-Domestic Users must also report any Discharge of acutely hazardous wastes as specified in 40 CFR Parts 261.30(d) and 261.33(e). Subsequent months during which the Non-Domestic User Discharges more of a hazardous waste for which notice has already been provided do not require another notification to EPA or the State but must be reported to the Director.
- D. If new regulations under RCRA describe additional hazardous characteristics or substances as a hazardous waste, the Non-Domestic User must provide notifications under paragraphs A, if required by paragraph B within ninety (90) days of the effective date of such regulations.
- E. For any notification made under this Section, the Non-Domestic User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical and shall describe that program and reductions obtained through its implementation.
- F. This provision does not create a right to Discharge any substance not otherwise permitted to be discharged by these Pretreatment Regulations, a permit issued thereunder, or any applicable Federal or State law.

13.18.790 Analytical Requirements

All Pollutant sampling and analyses required under these Pretreatment Regulations shall conform to the most current version of 40 CFR Part 136, unless otherwise approved by the Director or specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for a Pollutant, or the Director determines that the 40 CFR Part 136 sampling and analytical techniques are inconsistent with the goal of the sampling, the Director may specify an analytical method. If neither case applies, Users shall use validated analytical methods or applicable sampling and analytical procedures approved by EPA.

13.18.800 Sample Collection

Non-Domestic Users must ensure all samples they collect to satisfy sampling requirements under these Pretreatment Regulations are representative of the range of conditions occurring during the reporting period. Non-Domestic Users must also ensure that, when specified, samples are collected during the specific period.

- A. Non-Domestic Users must use properly cleaned sample containers appropriate for the sample analysis and sample collection and preservation protocols specified in 40 CFR Part 136 and appropriate EPA guidance.
- B. Non-Domestic Users must obtain samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds using Grab Sample collection techniques.

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- C. For certain Pollutants, Non-Domestic Users may composite multiple Grab Samples taken over a 24-hour period. Non-Domestic Users may composite Grab Samples for cyanide, total phenols, and sulfides either in the laboratory or in the field and may composite Grab Samples for volatile organics and oil & grease in the laboratory prior to analysis.
- D. For all other Pollutants, Non-Domestic Users must employ 24-hour flow-proportional composite samplers unless the Director authorizes or requires an alternative sample collection method.
- E. The Director may authorize Composite Samples for parameters unaffected by the compositing procedures, as appropriate.
- F. The Director may require Grab Samples either in lieu of or in addition to composite sampling to show compliance with instantaneous Discharge limits.
- G. In all cases, Non-Domestic Users must take care to ensure the samples are representative of their Wastewater Discharges.
- H. Non-Domestic Users sampling to complete baseline monitoring and ninety (90) day compliance reports required by SMC 13.18.720 and SMC 13.18.700, must satisfy some specific requirements. These reports require at least four (4) Grab Samples for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. Non-Domestic Users may Composite Samples prior to analysis if allowed in SMC 13.18.800(C). Where historical sampling data exists; the Director may also authorize fewer samples.
- I. For periodic compliance reports, (SMC 13.18.730), the Director may specify the number of Grab Samples necessary to assess and assure compliance with applicable Pretreatment Standards and requirements.
- J. Samples should be taken immediately downstream from Pretreatment Facilities if such exist or immediately downstream from the regulated or manufacturing process if no pretreatment exists or as determined by the Director and/or contained in the Non-Domestic User's Wastewater Discharge permit. For Categorical Industrial Users, if other Wastewaters are mixed with the regulated Wastewater prior to Pretreatment the Non-Domestic User shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with the applicable Categorical Pretreatment Standards. For other SIUs, for which the Director has adjusted its Local Limits to factor out dilution flows, the user shall measure the flows and concentrations necessary to evaluate compliance with the adjusted Pretreatment Standards.
- K. All sample results shall indicate the time, date and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected Pollutant Discharges from the user. If a Non-Domestic User sampled and analyzed more frequently than what was required in its Wastewater Discharge approval, using methodologies in 40 CFR Part

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136, it must submit all results of sampling and analysis of the Discharge as part of its self-monitoring report.

- L. Where a treated regulated process waste stream is combined prior to treatment with Wastewaters other than those generated by the regulated process, the industrial user may monitor either the segregated process waste stream or the combined waste stream for the purpose of determining compliance with applicable Pretreatment Standards. If the industrial user chooses to monitor the segregated process waste stream, it shall apply the applicable Categorical Pretreatment Standard. If the Non-Domestic User chooses to monitor the combined waste stream, it shall apply an alternative Discharge limit calculated using the combined waste stream formula as provided in 40 CFR 403.6(e). The industrial user may change monitoring points only after receiving approval from the Director. The Director shall ensure that any change in an industrial user's monitoring point(s) will not allow the user to substitute dilution for adequate treatment to achieve compliance with applicable requirements.

13.18.810 Date of Receipt of Reports

The Director will credit written reports as having been submitted on the date of the post mark when mailed via certified mail through the United States Postal Service. Reports delivered in any other manner will be credited as having been submitted on the business day received.

13.18.820 Record Keeping

Non-Domestic Users subject to reporting requirements of these Pretreatment Regulations shall retain the below records for all monitoring required by these Pretreatment Regulations and for any additional monitoring which could be used to satisfy minimum monitoring requirements. Non-Domestic Users must make these records available for inspection and copying at the location of the Discharge. Non-Domestic Users must similarly maintain documentation associated with any Best Management Practices required under authority of SMC 13.18.330(I). Monitoring records shall include at least:

- A. The time, date, and place of sampling;
- B. The sampling and preservation methods used;
- C. The individual taking the sample, and individuals with control of the sample prior to analysis;
- D. The individual performing the analyses and the date the analysis was completed;
- E. The analytical techniques or methods used; and
- F. The results of analysis.

Non-Domestic Users are encouraged to retain quality control and quality assurance information provided by the laboratory and submit this information in routine reporting. This information also has value in the event that the sample data is called into question. For analytes for which the State requires use of a

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certified/accredited laboratory, Users must maintain the scope of accreditation for laboratories performing any analyses for them.

Non-Domestic Users shall maintain the above records for the latest of: at least three (3) years, until any litigation concerning the Non-Domestic User or the Control Authority is complete, or for longer periods when the Non-Domestic User has been specifically notified of a longer retention period by the Director.

13.18.830 Certification Statements

A. The following certification statement must be signed by an Authorized Representative of the Non-Domestic User and included when submitting any of the following:

1. A permit (re)application in accordance with SMC 13.18.550;
2. A baseline monitoring report under SMC 13.18.700;
3. A report on compliance with the Categorical Pretreatment Standard deadlines under SMC 13.18.720; or
4. A periodic compliance report required by SMC 13.18.730(A) through SMC 13.18.730(D).

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

B. Certification of Pollutants Not Present

Non-Domestic Users that have an approved monitoring waiver based on SMC 13.18.730(J) must also include the following certification statement in each report. This statement certifies that there has been no increase in the pollutant in its waste stream due to activities of the Non-Domestic User:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s) in the wastewater due to the activities at the facility since filing of the last periodic report under SMC 13.18.730(A)].

Section 8. Compliance Monitoring

13.18.840 Right of Entry: Inspection and Sampling

The Director shall have the right to enter the premises of any Non-Domestic User to determine whether the Non-Domestic User is complying with all requirements of these Pretreatment Regulations and any Wastewater Discharge permit or order issued hereunder. Non-Domestic Users shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a Non-Domestic User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the Non-Domestic User's operations.
- C. Non-Domestic Users shall provide full access to the Director to use any monitoring facilities and utilities available or required in accordance with SMC 13.18.4100 and SMC 13.18.4210(E) through (F) to confirm that the Standards or treatment required for Discharge to the POTW are being met.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Non-Domestic User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the User.
- E. Any unreasonable delay in allowing the Director full access to the Non-Domestic User's premises and Wastewater operations shall be a violation of these Pretreatment Regulations.

13.18.850 Search Warrants

The Director may seek issuance of an administrative search warrant from the Superior Court of Pierce County. Such warrants may be secured when:

- A. The Director has been refused access or is unable to locate a representative who can authorize access to a building, structure, or property, or any part thereof, and has probable cause that a violation of these Pretreatment Regulations is occurring on the premises;
- B. The Director has been denied access to inspect and/or sample as part of a routine inspection and sampling program of the Control Authority designed to verify compliance with these Regulations or any permit or order issued hereunder; or
- C. The Director has cause to believe there is imminent endangerment of the overall public health, safety and welfare of the community by an activity on the premises.

Section 9. Confidentiality Agreement

13.18.900 Confidential Information

Except as provided below, information submitted to demonstrate compliance with Pretreatment Standards and requirements will be available to the public. Non-Domestic Users may have certain information, however, withheld as confidential if the following process is followed.

- A. When a Non-Domestic User submits information to the Director, or provides information to inspectors, Users may request that specific information be maintained as confidential. Non-Domestic Users must promptly identify the specific information in writing, and describe why the release would divulge information, processes, or methods of production entitled to protection as trade secrets or confidential business information under applicable State or Federal laws.
- B. Upon receipt of such statement of confidentiality, the information shall be filed separately and marked that the information shall not be disclosed except as provided for under this Section.
- C. Upon receipt of a public records request for information a Non-Domestic User claims to be exempt from disclosure, the Director shall within five (5) business days of receipt notify the Non-Domestic User of the public disclosure request and inform such User in writing that the information will be disclosed unless the Non-Domestic User obtains a court order directing that the information not be disclosed within no less than ten (10) days of receipt of providing notice of the request to the Non-Domestic User. The Director shall include a copy of the written notification to the Non-Domestic User in the initial response to the public records request required under State law.
- D. Unless the court orders the withholding of the information claimed to be confidential or the information is otherwise determined exempt from disclosure, the Director shall provide such information to the Person making the public records request.
- E. All other information submitted to the Director and obtained from the Director's oversight shall be available to the public subject to applicable City or Contributing Jurisdiction public records policies.
- F. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or Pretreatment Program, or in enforcement proceedings involving the Person furnishing the report.
- G. Federal rules prevent Wastewater constituents and characteristics and other effluent data, as defined by 40 CFR Part 2.302 from being recognized as confidential information.

Section 10. Publication of Users in Significant Non-Compliance

13.18.1000 Publication of Users in Significant Non-Compliance

- A. PUBLISHING: The Director must annually publish a list of the Non-Domestic Users which, at any time during the previous twelve (12) months, were in Significant Non-Compliance with applicable Pretreatment Standards and requirements. The list will be published in a newspaper of

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general circulation that provides meaningful public notice within the jurisdictions served by the POTW.

B. DEFINITION: The term Significant Non-Compliance means:

1. Any violation of a Pretreatment Standard or requirement including numerical limits, narrative Standards, and prohibitions, that the Director determines has caused, alone or in combination with other Discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public.
2. Any Discharge that has caused imminent endangerment to the public or to the environment or has resulted in the Director's exercise of its emergency authority to halt or prevent such a Discharge.
3. Any violation(s), including of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local Pretreatment Program.
4. Chronic violations of Wastewater Discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same Pollutant parameter taken during a rolling six (6) month period exceed, by any magnitude, a numeric Pretreatment Standard or requirement, including Instantaneous Limits of SMC 13.18.330.
5. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each Pollutant parameter during a rolling six (6) month period equal or exceed the product of the numeric Pretreatment Standard or requirement, (including Instantaneous Limits, as defined by SMC 13.18.330, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other Pollutants except pH.
6. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater Discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within forty-five (45) days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report non-compliance.

- C. **APPLICABILITY:** The criteria in SMC 13.18.1000(B)(1) through SMC 13.18.1000(B)(3) are applicable to all Users, whereas the criteria in SMC 13.18.1000(B)(4) through SMC 13.18.1000(B)(8) are only applicable to Significant Industrial Users and Categorical Industrial Users

Section 11. Administrative Enforcement Remedies

13.18.1100 Procedures

The Director shall establish enforcement procedures consistent with the provisions of these Pretreatment Regulations. The Director shall adopt an Enforcement Response Plan consistent with the requirements of State law. Such Plan shall ensure that the application of remedies provided for in Section 9 through Section 11 of these Regulations is appropriate to the violation, and consistent with the treatment of other Non-Domestic Users. Any Person may review or obtain a copy in accordance with applicable local, state and federal public records policies of the Enforcement Response Plan by contacting the Control Authority. In response to non-compliance with any requirement of these Pretreatment Regulations, the Control Authority shall apply its Enforcement Response Plan, which shall be incorporated into the enforcement procedures.

13.18.1110 Notification of Violation

The Director may serve a written Notice of Violation on any Non-Domestic User that the Director finds has violated, or continues to violate, any provision of these Pretreatment Regulations, including terms or requirements of a permit, order, or a Pretreatment Standard or requirement. Non-Domestic Users shall, in response to a Notice of Violation, provide the Director a written explanation of the violation, its cause, and a corrective action plan within fourteen (14) calendar days of the receiving this notice. Non-Domestic Users submitting plans to correct non-compliance must include the specific actions they will take to correct ongoing and prevent future violations at the soonest practicable date. The Director's acceptance of a plan does not relieve a Non-Domestic User of liability for any violations. The Director may also take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

13.18.1120 Consent Orders

The Director may enter into a consent order or other voluntary agreement to memorialize agreements with Non-Domestic Users violating any requirement of these Pretreatment Regulations. Such agreements must include the specific action(s) required and date(s) they are to be completed to correct the non-compliance. Such documents must be constructed in a judicially enforceable manner and have the same force and effect as Administrative Orders issued pursuant to SMC 13.18.1150 and SMC 13.18.1160.

13.18.1130 Compliance Review Meeting

The Director may order a Non-Domestic User that has violated or continues to violate any provision of these Pretreatment Regulations, a Wastewater Discharge permit, order, Pretreatment Standard or requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the Non-Domestic User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least five (5) days prior to the meeting. Such notice may be served on any Authorized Representative of the User. A compliance review meeting shall not be a bar against, or prerequisite for, taking any other action against the Non-Domestic User.

13.18.1140 Compliance Orders

The Director may issue a compliance order to any Non-Domestic User which has violated any provision of these Pretreatment Regulations including a requirement of a permit, order, or a Pretreatment Standard or requirement. The compliance order may direct that the Non-Domestic User come into compliance within a specified time, install and properly operate adequate treatment facilities or devices, or take such measures as the Director finds are reasonably necessary. These measures may include additional self-monitoring and management practices designed to minimize the amount of Pollutants discharged to the POTW. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or requirement, or relieve a User of liability for any violation, including a continuing violation. If the Non-Domestic User does not come into compliance within the time provided, sanitary sewer service may be discontinued. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the Non-Domestic User.

13.18.1150 Cease and Desist Orders

When the Director finds that a Non-Domestic User has violated, or continues to violate, any provision of these Pretreatment Regulations, a Wastewater Discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the Non-Domestic User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the Discharge. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the Non-Domestic User.

13.18.1160 Administrative Fines

- A. When the Director finds that a Non-Domestic User has violated, or continues to violate, any provision of these Pretreatment Regulations, a Wastewater Discharge permit or order issued hereunder, or any other Pretreatment Standard or requirement, the Director may fine such Non-Domestic User in an amount not to exceed five thousand dollars (\$5,000). Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average Discharge limits, fines may be assessed for each day during the period of violation.
- B. The Director may add the costs of any emergency response, additional monitoring, investigation, and administrative costs related to the non-compliance and the Director's response to the situation to the amount of the fine.
- C. The Director will consider the economic benefit enjoyed by a User as a result of the non-compliance in cases where there appears to have been a monetary benefit from not complying. In such cases, the Director shall ensure that fines, to the maximum amounts allowable, exceed the benefit to the Non-Domestic User from the non-compliance.
- D. Unpaid charges, fines, and penalties shall, at thirty (30) calendar days past the due date, be assessed an additional penalty at a rate established by the Control Authority, and interest shall accrue

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thereafter at a rate established by the Control Authority. After thirty (30) calendar days the Control Authority, on its own behalf or as an authorized agent of a Contributing Jurisdiction, shall be authorized to file a lien against the User's property for unpaid charges, fines, and penalties.

- E. Non-Domestic Users desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within fifteen (15) business days of being notified of the fine. Where a request has merit, the Director may convene a hearing on the matter. In the event the Non-Domestic User's appeal is successful, the Director shall rebate the difference between the initial and final penalty amounts to the Non-Domestic User.
- F. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the Non-Domestic User.

13.18.1170 Emergency Suspensions

The Director may immediately suspend a Non-domestic User's authorization to discharge to the POTW when the Discharge reasonably appears to present a substantial danger to the health or welfare of Persons. In such cases, the Director will first provide informal notice to the Non-domestic User. The Director may also immediately suspend Non-domestic User's authorization to discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, a danger to the environment.

- A. Any Non-domestic User notified of a suspension of authorization to discharge to POTW shall immediately stop or eliminate the Discharge. If a Non-Domestic User fails to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary to protect the public and its interest in the POTW. Remedies available to the Director include immediately severing the sanitary sewer connection, at the Users expense, turning off pump stations downstream of the Non-Domestic User, and partnering with law enforcement. The Director may not allow the Non-domestic User to recommence its Discharge until the Non-domestic User has demonstrated to the satisfaction of the Director that the situation warranting the suspension has been properly addressed and any proposed termination proceeding has been resolved.
- B. Any Non-domestic User that is responsible, in whole or in part, for any Discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. Non-Domestic Users shall submit this report to the Director prior to the date of any compliance review meeting or termination hearing under SMC 13.18.1130 and SMC 13.18.1180, respectively.

13.18.1180 Termination of Discharge

Any Non-Domestic User who violates any of the following conditions is subject to having the privilege of discharging to the POTW withdrawn:

- A. Discharge of Non-domestic Wastewater without a permit or other Control Document, including:
 - 1. Where the appropriate permit or Control Document has not been requested;

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2. Where the appropriate permit or Control Document has not yet been issued; or
 3. Where the permit or Control Document has been denied or revoked based on the provisions of SMC 13.18.650 (Wastewater Discharge Permit Revocation).
- B. Violation of permit or other Control Document terms and conditions including:
1. Exceeding any permit or Control Document limit;
 2. Failing to meet other Pretreatment Standards or requirements;
 3. Violating any prohibition; or
 4. Failing to properly monitor and report Discharges or changed conditions.
- C. Refusal of reasonable access to the Non-Domestic User's premises for the purpose of inspection, monitoring, or sampling (whether subject to a permit or not).
- D. Violation of the Pretreatment Standards and requirements in Section 3 of these Pretreatment Regulations, including failure to satisfy Industrial User Survey requirements.

When the Director determines this remedy is necessary and appropriate to fulfill the intentions of these Pretreatment Regulations, such User will be notified of the proposed termination of its Discharge and be offered an opportunity to show cause under SMC 13.18.1130 of these Pretreatment Regulations why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the User.

SECTION 12. JUDICIAL ENFORCEMENT REMEDIES

13.18.1220 Injunctive Relief

The Director may seek injunctive relief when a User has violated, or continues to violate a provision of these Pretreatment Regulations, including a Pretreatment Standard or requirement, or a permit or order issued hereunder. In such cases, the Director may petition the Superior Court of Pierce County for temporary or permanent injunctive relief, as appropriate, which restrains or compels the specific performance of the Wastewater Discharge permit, Control Document, order, or other requirement imposed by these Pretreatment Regulations on activities of the Non-Domestic User. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the Non-Domestic User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a Non-Domestic User.

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13.18.1230 Civil Penalties

- A. A Non-Domestic User which has violated, or continues to violate a provision of these Pretreatment Regulations, including a Pretreatment Standard or requirement, or a permit or order issued hereunder shall be liable to the Control Authority for a maximum civil penalty of five thousand dollars (\$5,000) per violation, per day. In the case of a monthly or other long term average Discharge limit, penalties shall accrue for each day during the period of the violation. Any such assessment, penalty, or charges shall constitute a lien against the individual User's property.
- B. The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with any emergency response, enforcement activities, additional monitoring and oversight, and costs of any actual damages to the POTW.
- C. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, any other action the Director may take to resolve non-compliance by a Non-Domestic User.
- D. A Non-Domestic User's failure to pay such civil penalties shall constitute a violation of these Pretreatment Regulations and be grounds for termination of sanitary sewer utility services and revocation of the Wastewater Discharge permit or other Control Document or mechanism.

13.18.1240 Criminal Prosecution

- A. A Non-Domestic User who willfully or negligently violates any provision of these Pretreatment Regulations, a Wastewater Discharge permit, or order issued hereunder, or any other Pretreatment Standard or requirement shall, upon conviction, be guilty of a misdemeanor, punished by a fine of not more than one thousand dollars (\$1,000) per violation, per day, or imprisonment for not more than 90 days in jail, or both.
- B. A Non-Domestic User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor. This penalty shall be in addition to any other criminal charges or judicial remedies, including remedies for causing personal injury, endangerment, or destruction of public property available under State law.
- C. A Non-Domestic User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to these Pretreatment Regulations, Wastewater Discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Pretreatment Regulations shall, upon conviction, be guilty of a misdemeanor.
- D. In the event of a second criminal conviction of these Pretreatment Regulations, a Non-Domestic User shall, upon conviction, be guilty of a gross misdemeanor, punished by a fine of not more than five thousand dollars (\$5,000) per violation, per day, or imprisonment for not more than 364 days in jail, or both.

13.18.1250 Remedies Nonexclusive

The remedies provided for in these Pretreatment Regulations are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment

violations will generally be in accordance with the Control Authority's Enforcement Response Plan. However, the Director may take other action against any User when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant User.

SECTION 13. SUPPLEMENTAL ENFORCEMENT ACTION

13.18.1300 Supplemental Penalties

- A. The Director may assess a penalty of one hundred dollars (\$100) to any Non-Domestic User for each day that a report required by these Pretreatment Regulations, a permit or order issued hereunder is late. The Director's actions to collect late reporting penalties shall not limit the Director's authority to initiate any other enforcement action. Non-Domestic Users desiring to dispute such fines must follow the procedures in SMC 13.18.1160.
- B. The Director may assess a penalty of one hundred dollars (\$100) for each day that a Non-Domestic User or establishment where fats, oils and grease may be introduced into the POTW is not in compliance with the routine maintenance schedule as authorized in SMC 13.18.410(H). The Director's actions to collect penalties for non-compliance per this Section shall not limit the Director's authority to initiate any other enforcement action. Non-Domestic Users desiring to dispute such fines must follow the procedures in SMC 13.18.1160(E).

13.18.1310 Performance Bonds

The Director may require a satisfactory bond, payable to the Control Authority, in a sum not to exceed a value determined by the Director as necessary to assure the Non-Domestic User will achieve consistent compliance with these Pretreatment Regulations. The Director may require this bond as an enforcement response or as a prerequisite to issue or reissue a Wastewater Discharge permit. Any Non-Domestic User who has failed to comply with any provision of these Pretreatment Regulations, a previous permit or order issued hereunder, or any other Pretreatment Standard or requirement may be subject to this requirement. This bond may also be required of any category of User which has led to public burdens in the past regardless of the compliance history of the particular User. The Control Authority may use this bond to pay any fees, costs, or penalties assessed to the User whenever the Non-Domestic Users account is in arrears for over thirty (30) days. This includes the costs of cleanup of the site if the Non-Domestic User goes out of business, sells the business to a Person that does not first assume the bond, or goes bankrupt. Non-Domestic Users may petition the Director to convert their performance bond to a requirement to provide Liability Insurance, or to forego any such safeguard based on their performance. A Non-Domestic User may petition no more frequently than once in any twelve (12) month period.

13.18.1320 Liability Insurance

The Director may require any Non-Domestic User to provide insurance if they previously failed to comply with any provision of these Pretreatment Regulations, a previous permit, or order issued hereunder, or any other Pretreatment Standard or requirement. The Director may also require Non-Domestic Users in businesses which historically have left a public burden to clean up pollution to obtain this insurance, regardless of their compliance history. In such cases, Non-Domestic Users must provide proof that the insurance is sufficient to cover any liabilities incurred under these Pretreatment Regulations, including the cost of damages to the POTW and the environment caused by the User. The Director may require Non-Domestic Users to provide the proof of such insurance either in response to non-compliance or prior to issuing or reissuing a Wastewater Discharge permit.

13.18.1330 Payment of Outstanding Fees and Penalties

The Director may decline to issue or reissue a Wastewater Discharge permit to any Non-Domestic User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of these Pretreatment Regulations, a previous permit or order issued hereunder.

13.18.1340 Water Supply Severance

The Director may order water service to a Non-Domestic User severed whenever a Non-Domestic User has violated or continues to violate any provision of these Pretreatment Regulations, a permit, or order issued hereunder, or any other Pretreatment Standard or requirement. Non-Domestic Users wishing to restore their service must first demonstrate their ability to comply with these Pretreatment Regulations and pay the related costs of this action.

13.18.1350 Public Nuisances

A violation of any provision of these Pretreatment Regulations or a permit or order issued hereunder, or any other Pretreatment Standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any Person(s) creating a public nuisance shall be subject to the provisions of applicable law governing such nuisances, including reimbursing the Control Authority for any costs incurred in removing, abating, or remedying said nuisance.

13.18.1360 Contractor Listing

Non-Domestic Users which have not achieved compliance with applicable Pretreatment Standards and requirements may not be eligible to receive a contractual award for the sale of goods or services to the Control Authority or Contributing Jurisdiction. Existing contracts for the sale of goods or services to the Control Authority or Contributing Jurisdiction held by a Non-Domestic User found to be in Significant Non-Compliance with Pretreatment Standards or requirements may be terminated at the discretion of the Director.

SECTION 14. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

13.18.1400 Upset

- A. For the purposes of this Section, the word “upset” means an exceptional incident in which there is unintentional and temporary non-compliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include non-compliance to the extent caused by operational error, improperly designed Pretreatment Facilities, inadequate Pretreatment Facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to non-compliance with Categorical Pretreatment Standards SMC 13.18.320, but not Local Limits SMC 13.18.340, when the requirements of SMC 13.18.1400(C) are met.
- C. A Non-Domestic User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. An upset occurred and the User can identify the cause(s) of the upset.

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2. The facility was at the time being operated in a prudent and workman-like manner and was in compliance with applicable operation and maintenance procedures.
 3. Where the upset involved reduction, loss, or failure of its Pretreatment Facility (e.g. a power failure), the User controlled production of all Discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards until the facility was restored or an alternative method of treatment was provided.
 4. The Non-Domestic User submitted the following information to the Director within twenty-four (24) hours of becoming aware of the upset. When initially provided orally, the Non-Domestic User must have provided a written report within five (5) days that includes:
 - a. A description of the Indirect Discharge and cause of non-compliance;
 - b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.
- D. In any enforcement proceeding, the Non-Domestic User seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with Categorical Pretreatment Standards.

13.18.1410 Prohibited Discharge Standards

A Non-Domestic User will have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in SMC 13.18.300(A) and SMC 13.18.300(B)(3) through SMC 13.18.300(B)(7) in certain cases. The Non-Domestic User must be able to prove that it did not know, or have reason to know, that its Discharge, alone or in conjunction with Discharges from other sources, would cause Pass Through or Interference and that either:

- A. A Local Limit exists for each Pollutant discharged and the Non-Domestic User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or
- B. No Local Limit exists, but the Discharge did not change substantially in nature or constituents from the Non-Domestic User's prior Discharge when the Control Authority was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

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13.18.1420 Bypass

- A. For the purposes of this Section, severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production
- B. A Non-Domestic User may be authorized to allow a Bypass to occur if it does not cause Pretreatment Standards or Pretreatment Requirements to be violated and is for essential maintenance to assure efficient operation.
- C. Any other Bypass must meet the following requirements:
 - 1. Non-Domestic Users knowing in advance of the need for a Bypass must submit prior notice to the Director, at least ten (10) days before the Bypass whenever possible; and
 - 2. Non-Domestic Users must notify the Director of any unanticipated Bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours of becoming aware of the Bypass. Non-Domestic Users must provide a written follow-up report within five (5) days. The Director may waive the written report if the oral report was timely and complete. Unless waived, the written report must contain:
 - a. A description of the Bypass (volume, Pollutants, etc.);
 - b. What caused the Bypass;
 - c. When, specifically, the Bypass started and ended;
 - d. When the Bypass is expected to stop (if ongoing); and
 - e. What steps the User has taken or plans to take to reduce, eliminate, and prevent the Bypass from reoccurring.
- D. Bypass is prohibited, and the Director may take an enforcement action against a User for a Bypass, unless:
 - 1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - 2. There were no feasible alternatives to the Bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal

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periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a Bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The Non-Domestic User submitted notices as required under SMC 13.18.1420(C).

E. The Director may approve an anticipated Bypass, after considering its adverse effects, if the Director determines that it will meet the three (3) conditions listed in SMC 13.18.1420(E).

SECTION 15. ADMINISTRATIVE HEARING

13.18.1500 Right to Administrative Hearing

A. Any affected Non-Domestic User shall have the right to an administrative hearing to appeal the Director's determination to take any of the following actions:

1. Issue or deny a Non-Domestic User's Wastewater Discharge permit or other Control Document;
2. Impose particular conditions or requirements in a Non-Domestic User's Wastewater Discharge permit or other Control Document;
3. Suspend a Non-Domestic User's Wastewater services or Wastewater Discharge permit or other Control Document pursuant to SMC 13.18. ~~1120~~70;
4. Terminate the Non-Domestic User's Wastewater services or Wastewater Discharge permit or other Control Document pursuant to SMC 13.18.1~~124~~80;
5. Modify the Non-Domestic User's Wastewater Discharge permit or other Control Document pursuant to SMC 13.18.630;
6. Issue a Notice of Violation pursuant to SMC 13.18.1110;
7. Require annual publication pursuant to SMC 13.18.1000;
8. Issue a compliance order pursuant to SMC 13.18.1140;
9. Impose administrative penalties pursuant to SMC 13.18.1160;
10. Impose civil penalties pursuant to SMC 13.18.1230;

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11. Assess damages and costs against the User pursuant to SMC 13.18.1230;
12. Impose any other discretionary action upon the User, or deny any discretionary action requested of the Director by the User, if such action or omission directly affects the Non-Domestic User; or
13. Take any other action with respect to the User which requires the opportunity for hearing by State law or constitutional right.

13.18.1510 Request for Administrative Hearing

- A. A hearing pursuant to this Section shall be requested by the Non-Domestic User, in writing to the Director within fifteen (15) business days of the User's actual notice of the Director's action or determination from which the User seeks appeal. Failure to request such hearing within this period shall constitute a waiver of the right to administrative hearing, unless the Director determines that good cause exists for the delay.
- B. Any request for administrative hearing shall adequately identify the affected Non-Domestic User, the Director's action or determination from which the User seeks appeal, and the basis or reasons for the appeal.
- C. The Director shall respond to all requests for administrative hearing within fifteen (15) business days of receipt of request from the User, or five (5) business days if the User is contesting suspension of Wastewater services, permit, or other Control Document.
- D. The Director may deny a request for hearing if the request is untimely, the action contested is not subject to appeal, or if the Director determines in good faith that the request is incomplete or additional information is needed to identify the User, determine the particular action or decision appealed, or determine the basis or reasons for appeal. If the request is denied, the Director shall state the basis for the denial in the Director's response.
- E. If the request for hearing is granted, the Director shall set a date for hearing no sooner than ten (10) days or later than thirty (30) days from the date of the Director's response to the request. The Director may extend the date for hearing upon good cause for delay and timely notice to the Non-Domestic User.
- F. The Director's response granting an administrative hearing shall notify the Non-Domestic User of the following items:
 1. The names and addresses of all parties to whom notice has been sent;
 2. The mailing address and telephone number of the department or office designated to represent the Director, typically the Control Authority or Contributing Jurisdictions' Attorney's Office;
 3. The official file or reference number and name of the proceeding;

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4. The name, title, mailing address, and telephone number of the appointed hearings officer, if known;
5. A brief statement of the time, location, and nature of the administrative hearing;
6. A statement that the hearing is provided pursuant to this Section under the authority conferred upon the Director by SMC 13.18.020;
7. A reference to the particular Sections of these Regulations, State law, or Federal law upon which the Director intends to rely;
8. A short statement of the factual or legal matters asserted by the Director, if known; and
9. A statement that a party who fails to attend or participate in the scheduled hearing may be found in default.

13.18.1520 Hearings Officer

- A. The Hearings Officer for an administrative hearing under this Section shall be the Director or the Director's designate.
- B. A Person that has served as an investigator, prosecutor, or advocate in an adjudicative proceeding, or in its pre-adjudicative stage, or one who is subject to the authority, direction, or discretion of such a Person, may not serve as a Hearings Officer in the same proceeding.

13.18.1530 Petition for Disqualification

- A. Any party to the hearing may present a written petition for disqualification of a designated Hearings Officer. A Hearings Officer shall be subject to disqualification for actual bias, prejudice, interest, or any other cause sufficient to disqualify a judge under State law. Such petition shall particularly describe the basis or reasons asserted for disqualification, and must be submitted to the designated Hearings Officer within ten (10) days of official notice of the Hearings Officer's identity, or within five (5) days of actual knowledge of the basis for disqualification, whichever is longer. Failure to timely submit a petition for disqualification shall result in a waiver of that party's objection to the Hearings Officer. Petition for disqualification must be submitted at least two (2) days prior to hearing date.
- B. The Hearings Officer shall consider and decide such petition within ten (10) days and issue a written order stating facts and reasons for the determination made.

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- C. The time for hearing set pursuant to SMC 13.18.1510 shall be stayed pending determination of a petition for disqualification.

13.18.1540 Pleadings, Briefs, Motions, Service

The Hearings Officer shall allow all parties, at appropriate stages of the proceeding, to submit and respond to written and oral pleadings, motions, petitions and objections. A party that submits written pleadings, briefs, petitions, or other documents to the Hearings Officer shall deliver a copy in advance to all other parties. The Hearings Officer may refuse to consider written pleadings, motions, petitions, and other documents which have not been delivered to other parties.

13.18.1550 Default

- A. When a party fails to attend or participate in a hearing pursuant to this Section, the Hearings Officer may issue an order of default disposing of the matter in favor of the opposing party.
- B. Within seven (7) days of issuance of order of default, the party against whom the order has been issued may petition the Hearings Officer, in writing, to repeal the order of default and set a new date for hearing. Upon good cause shown by the defaulting party, and a finding by the Hearings Officer, on the record, that repeal of the order of default is required in the administration of justice, such repeal of the order of default may be granted and the hearing re-set.

13.18.1560 Continuance

- A. Upon the written or oral motion of any party, or on his or her own accord, the Hearings Officer may grant a continuance of the date set for hearing for any good cause. Upon request for continuance, the party requesting continuance shall advise all other parties of the request. The Hearings Officer shall afford all other parties an opportunity to address a request for continuance before granting such motion. If contested, the Hearings Officer shall determine in his or her discretion whether good cause has been presented, taking into due consideration the orderly and efficient administration of such hearings.
- B. Upon order of continuance, the Hearings Officer shall determine a new date for hearing not to exceed thirty (30) days from the date of the previously arranged hearing, and shall advise all parties of the new date and time for hearing, and new location, if applicable.
- C. The time limits for hearing otherwise established by this Section shall be deemed to be waived by all parties upon issuance of an order of continuance.

13.18.1570 Procedure at Hearing

- A. The Hearings Officer shall preside over and regulate the course of proceedings at the hearing.
- B. To the extent necessary to make an informed and rational decision, the Hearings Officer shall allow all parties the opportunity to present evidence and argument, conduct cross-examination, and submit rebuttal evidence.
- C. Upon finding that the rights of the parties will not be prejudiced, the Hearings Officer may allow all or part of the hearing to be conducted by telephone, or other electronic means.

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- D. The formal rules of evidence shall not apply to the presentation of evidence at the hearing. The Hearings Officer shall allow evidence if, in the judgment of the Hearings Officer, the evidence is of the kind upon which reasonably prudent persons are accustomed to rely in the conduct of their affairs. Upon the motion of any party, or upon his or her own accord, the Hearings Officer may exclude the presentation of evidence that the Hearings Officer determines is not relevant, cumulative, prejudicial, or excludable on the basis of constitutional or State law.
- E. All testimony of witnesses shall be made under oath or affirmation and the Hearings Officer is authorized by these Regulations to administer such oath or affirmation as set forth in RCW 5.28.010-060.
- F. The Hearings Officer may take administrative notice of: any fact judicially cognizable; technical or scientific facts within the Director's specialized knowledge; officially published laws and regulations of the Control Authority or any Contributing Jurisdiction, the State, the United States, or any other state; and any codes or standards that have been adopted by the Control Authority or any Contributing Jurisdiction, an agency of the United States, the State, or any other state, or by a nationally recognized organization or association.

Parties shall be notified of any such information which the Hearings Officer takes administrative notice and shall have the opportunity to address and/or contest the facts or materials so noticed prior to issuance of a final order.

13.18.1580 Record of Proceedings

- A. The Hearings Officer shall cause the hearing to be recorded in a method chosen by the Director. The Director shall not be required to prepare a transcript, unless required to do so by other provision of law.
- B. Any party may make arrangements to record the hearing through any means of choice, provided that the party arranges and pays for the expenses of recording, and provided further that the chosen recording means does not cause distraction or disruption.
- C. Upon issuance of a Final Order, the Director shall maintain the record of hearing for a period of ninety (90) days, for the purposes of judicial review.

13.18.1590 Public Access

Administrative hearings pursuant to this Section shall be generally open to public observation, unless required to be private by State law or constitutional provision, or if the Non-Domestic User requests confidentiality and establishes that evidence to be presented at the hearing is protected from public disclosure under the standards set forth in SMC 13.18.900. The Hearings Officer may order the hearing to be closed upon other good cause shown by the parties, such as undue distraction or disruption.

13.18.1600 Ex Parte Communications

- A. Once designated, the Hearings Officer shall not communicate, directly or indirectly, regarding any issue in the proceeding other than communications necessary to procedural aspects of maintaining an orderly process, with any elected official, officer, employee or other representative of the Control Authority or any Contributing Jurisdiction who has specific knowledge of the matter, or

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with any other Person who has a direct or indirect interest in the outcome of the hearing, without notice and opportunity for all parties to participate, except as otherwise provided in this Part.

- B. The Hearings Officer may receive aid and advice from the Control Authority or any Contributing Jurisdictions' Attorney's Office, provided that the Hearings Officer initiates the communication, the particular employee providing advice has not and/or will not represent the Director at the hearing, and provided further that any such communications are limited to the resolution of legal issues requiring specialized knowledge or resources.
- C. The Hearings Officer may communicate with employees or consultants of the Control Authority or any Contributing Jurisdiction who have not participated in the proceeding in any manner, and who are not engaged in any investigative or prosecutorial functions in the same or a factually related case.
- D. Persons with whom the Hearings Officer may not communicate regarding any issue in the hearing under the provisions of SMC 13.18.1600(A) shall not initiate communication with the Hearings Officer, without notice and opportunity for all parties to participate, unless necessary to procedural aspects of maintaining an orderly process.
- E. Nothing in this Section shall prohibit the parties from communicating with the Hearings Officer when specifically authorized or required to do so by these Regulations or State law.
- F. A Hearings Officer who receives or initiates prohibited communications shall notify all parties and identify the party making the communication, or to whom the communication was made, and place on the record the substance of all prohibited communications. Any party may submit a written rebuttal statement to the Hearings Officer in response to a prohibited communication, and such statement shall be placed on the record, provided that the rebuttal is submitted within ten (10) days of the party's notice of the prohibited communication, and further that notice of the rebuttal is provided to all other parties. Such prohibited statements and rebuttals included on the record shall not be considered evidence in the Hearings Officer's determination and may form the basis for a petition for disqualification of the Hearings Officer.

13.18.1610 Issuance of Final Order

- A. The Hearings Officer shall issue a written Final Order within fifteen (15) business days of conclusion of the hearing. The Hearings Officer may extend the time for Final Order upon notice to the parties and upon good cause, including but not limited to: excessive evidence or testimony, factual or legal complexities requiring additional investigation or research, or time conflict with other prearranged matters. The Hearings Officer shall be reasonably diligent in issuing Final Orders within the timelines specified in this Section.
- B. The Final Order shall include the following elements:
 - 1. A statement of findings and conclusions, and the reasons and basis therefor, on all material issues of fact, law, or discretion presented on the record;

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2. The remedy, sanction, or other action determined to be applicable;
 3. Any specific findings substantially based upon the credibility or demeanor of witnesses and the reasons therefor; and
 4. A statement advising the parties of the right to seek judicial review in Pierce County Superior Court by filing the appropriate petition within thirty (30) days of issuance of the Final Order.
- C. Findings of fact shall be based exclusively upon the evidence contained in the record of the hearing and shall be based upon the kind of evidence upon which reasonably prudent persons are accustomed to rely in the conduct of their affairs.
- D. The Hearings Officer may rely upon any specialized knowledge of the Control Authority or Contributing Jurisdictions in evaluating evidence.
- E. The Hearings Officer may allow the parties time after conclusion of the hearing to submit memos, briefs, or proposed orders. A party submitting a memo, brief, or proposed order shall provide notice of the submittal to all other parties and comply with the provisions of SMC 13.18.1540.
- F. The Hearings Officer may accept and issue, or incorporate into the Final Order, any stipulated agreement made between the parties, provided the Hearings Officer determines that such stipulated agreement does not offend the administration of justice.
- G. Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under these Regulations.

SECTION 16 JUDICIAL REVIEW

13.18.1620 Final Action

- A. An administrative hearing, where provided by these Regulations, shall be a prerequisite to judicial review of the Director's determination, action, or omission under this Part. A Non-Domestic User shall not be deemed to have exhausted administrative remedies unless such hearing is timely requested and conducted or denied.
- B. A Final Order issued by a Hearings Officer pursuant to Section 15 of these Regulations, or the Director's refusal to grant a request for administrative hearing, shall constitute final agency action for purposes of administrative review.
- C. Except to the extent that these Regulations or another statute provides otherwise, the record resulting from any administrative hearing shall constitute the exclusive basis for agency action in judicial review of the administrative hearing.

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- D. Unless otherwise provided by law, petition for judicial review of final agency action shall be submitted to Superior Court of Pierce County within thirty (30) days of final agency action and properly served upon the Control Authority.

SECTION 17 WASTEWATER TREATMENT Charges and Fees

13.18.1700 Pretreatment Charges and Fees

The Control Authority may adopt reasonable fees for reimbursement of costs of setting up and operating the Control Authority's Pretreatment Program which may include:

- A. Fees for Wastewater Discharge permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's Discharge, and reviewing monitoring reports submitted by Users;
- C. Fees for reviewing and responding to accidental Discharge procedures and construction;
- D. Fees for filing appeals;
- E. Fees to recover administrative and legal costs (not included in SMC 13.18.1700(B)) associated with the enforcement activity taken by the Director to address Non-Domestic User non-compliance; and
- F. Other fees as the Control Authority may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by these Regulations and are separate from all other fees, fines, and penalties chargeable by the Control Authority.

13.18.1710 High Strength User Charges and Fees

Non-Domestic Users meeting the definition of a High Strength User as defined in SMC 13.18.330(G) shall be subject to appropriate charges and fees as determined by the Director.

- A. A monthly sanitary sewer charge for flow is levied on each High Strength User discharging directly to the POTW. This charge is at a rate as determined by the Director and is based upon the measured volume of total Wastewater discharged to the POTW or metered water consumption.
- B. Rates for strength of Industrial Wastewater from High Strength Users are established for each pound of BOD and each pound of suspended solids as determined by the Director.
- C. Industrial Wastewater samples taken for the purpose of determining charges are to be taken by the Control Authority or as otherwise determined by the Control Authority. The samples taken shall be Composite Samples. Charges shall apply as specified in SMC 13.18.1710(B), as determined on the basis of at least one twenty-four (24) hour flow proportioned or timed sample analysis to be obtained twice per month and such analyses averaged for each month; provided, a new average for strength of Industrial Wastewater may be computed, regardless of previous averages, when changes

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in preliminary treatment or industrial process changes have been made which are expected to significantly change the average strength of the Wastewater.

- D. Sampling procedures and methods to determine the mean wastewater strength for the purpose of determining charges shall be conducted by or under the direction of the Director. Samples shall involve a twenty-four (24) hour flow-proportioning or timed sampling device, where feasible, and be in accordance with methods as prescribed in SMC 13.18.790 and SMC 13.18.780. Sampling shall be conducted at sampling manholes or other locations adjudged by the Director to be suitable points from which samples would be representative, either singly or with other samples, of the Industrial Wastewater to be sampled. Samples shall be analyzed by an accredited laboratory as required by Chapter 173-50 WAC.

SECTION 18 MISCELLANEOUS PROVISIONS

13.18.1800 Severability

If any provision, paragraph, word, or Section of these Regulations is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

13.18.1810 Conflict

All other resolutions or regulations, or parts thereof, inconsistent, or conflicting with any part of these Regulations are hereby repealed to the extent of such inconsistency or conflict.

SUBJECT: Stewart Road Pond Repair - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Bid Tab
-

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

Four (4) bids were received on July 30, 2024 for this project. The lowest responsible bidder was submitted by Rodarte Construction, with a bid amount of \$535,948.50. The engineer's estimate was \$520,000.00. The contractor will have 45 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/6/2024

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Rodarte Construction, in an amount not-to-exceed \$589,543.35 for the Stewart Pond Repair (CIP19-06), substantially in a form approved by the City Attorney.

Bid Tabulation

		Project Name:	Stewart Pond Repair									
		CIP No.:	19-06									
		Bid Opening Date:	July 30, 2024									
		Notes:			Bidder #1		Bidder #2		Bidder #3		Bidder #4	
		Indicates error corrected by PW dept	\$X,XXX.XX		Northwest Cascade Inc.		Reed Trucking & Excavation		Rodarte Construction Inc		RW Scott Construction Company	
		Indicates Bidder modified Proposal	\$X,XXX.XX		PO Box 73399		11616 24th Ave E		17 East Valley HWY E		4005 West Valley HWY	
		Indicates Revision Due to Duplication	*		Puyallup WA 98373		Tacoma WA 98445		Auburn, WA 98092		Auburn WA 98001	
					Total	\$544,654.50		\$609,202.00		\$535,948.50		\$542,964.50
Bid Item	Spec	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1-09	Mobilization	LS	1	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	1-10	Project Temporary Traffic Control	LS	1	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	2-01	Clearing	LS	1	\$48,000.00	\$48,000.00	\$15,000.00	\$15,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
4	2-02	Removing Existing Structure	EA	1	\$910.00	\$910.00	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$1,400.00	\$1,400.00
5	2-02	Removing Asphalt Conc. Curb	LF	170	\$6.00	\$1,020.00	\$15.00	\$2,550.00	\$13.00	\$2,210.00	\$29.00	\$4,930.00
6	2-02	Removing Bituminous Pavement	SY	66	\$18.00	\$1,188.00	\$25.00	\$1,650.00	\$20.00	\$1,320.00	\$94.00	\$6,204.00
7	2-02	Removing Glare Screen	LF	460	\$5.00	\$2,300.00	\$10.00	\$4,600.00	\$16.00	\$7,360.00	\$15.00	\$6,900.00
8	2-03	Channel Excavation Incl. Haul	CY	340	\$38.00	\$12,920.00	\$100.00	\$34,000.00	\$53.00	\$18,020.00	\$54.00	\$18,360.00
10	2-09	Structure Excavation Class B Incl. Haul	CY	1,014	\$38.00	\$38,532.00	\$60.00	\$60,840.00	\$32.00	\$32,448.00	\$38.00	\$38,532.00
12	2-12	Geotextile for Separation or Soil Stabilization	SY	875	\$5.00	\$4,375.00	\$5.00	\$4,375.00	\$4.00	\$3,500.00	\$4.00	\$3,500.00
13	2-12	Geotextile for Soil Stabilization	SY	457	\$5.00	\$2,285.00	\$5.00	\$2,285.00	\$4.00	\$1,828.00	\$4.00	\$1,828.00
14	4-04	Crushed Surfacing Base Course	Ton	12	\$103.00	\$1,236.00	\$100.00	\$1,200.00	\$75.00	\$900.00	\$59.00	\$708.00
15	4-04	Crushed Surfacing Top Course	Ton	12	\$103.00	\$1,236.00	\$100.00	\$1,200.00	\$75.00	\$900.00	\$59.00	\$708.00
16	4-04	Permeable Ballast	Ton	40	\$106.00	\$4,240.00	\$75.00	\$3,000.00	\$35.00	\$1,400.00	\$65.00	\$2,600.00
17	5-04	HMA CL 1/2 In. PG 58H-22	Ton	23	\$462.00	\$10,626.00	\$300.00	\$6,900.00	\$350.00	\$8,050.00	\$376.00	\$8,648.00
18	7-01	AdvanEdge Pipe System	LF	208	\$85.00	\$17,680.00	\$115.00	\$23,920.00	\$50.00	\$10,400.00	\$62.00	\$12,896.00
19	7-04	Storm Drain Pipe 8 In. Diam.	LF	17	\$132.00	\$2,244.00	\$200.00	\$3,400.00	\$75.00	\$1,275.00	\$83.00	\$1,411.00
20	7-04	Storm Drain Pipe 12 In. Diam.	LF	906	\$66.50	\$60,249.00	\$125.00	\$113,250.00	\$105.00	\$95,130.00	\$51.00	\$46,206.00
21	7-05	Catch Basin Type 2 48 In. Diam.	EA	1	\$5,775.00	\$5,775.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$5,560.00	\$5,560.00
22	7-07	Cleaning Existing Drainage Structure	LS	1	\$2,250.00	\$2,250.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
23	7-08	Shoring or Extra Excavation Class B	SF	5,217	\$1.00	\$5,217.00	\$1.00	\$5,217.00	\$0.50	\$2,608.50	\$0.55	\$2,869.35
24	7-12	Backflow Valve, 12 In.	EACH	1	\$3,500.00	\$3,500.00	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$3,072.00	\$3,072.00
25	7-19	Storm Drain Cleanout	EACH	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$60.00	\$600.00	\$2,097.15	\$2,097.15
26	8-01	Temporary Isolation Barrier	LF	874	\$28.00	\$24,472.00	\$20.00	\$17,480.00	\$70.00	\$61,180.00	\$60.00	\$52,440.00
27	8-01	Treatment Media System	CF	70	\$1,050.00	\$73,500.00	\$700.00	\$49,000.00	\$225.00	\$15,750.00	\$656.00	\$45,920.00
28	8-01	Erosion Control and Water Pollution Preventio	LS	1	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$58,000.00	\$58,000.00	\$22,000.00	\$22,000.00
29	8-02	Topsoil Type A	CY	146	\$58.00	\$8,468.00	\$60.00	\$8,760.00	\$95.00	\$13,870.00	\$84.00	\$12,264.00
30	8-02	Seeding and Mulching	Acre	0	\$7,510.00	\$1,126.50	\$12,000.00	\$1,800.00	\$13,000.00	\$1,950.00	\$16,573.33	\$2,486.00
31	8-02	PSIPE - Cornus sericea 'Kelseyi'	EA	240	\$23.00	\$5,520.00	\$25.00	\$6,000.00	\$30.00	\$7,200.00	\$65.00	\$15,600.00
32	8-02	PSIPE - Gaultheria shallon	EA	98	\$23.00	\$2,254.00	\$25.00	\$2,450.00	\$30.00	\$2,940.00	\$40.00	\$3,920.00
33	8-02	PSIPE - Mahonia aquifolium 'Compacta'	EA	134	\$23.00	\$3,082.00	\$25.00	\$3,350.00	\$30.00	\$4,020.00	\$67.75	\$9,078.50
34	8-02	PSIPE - Panicum virgatum 'Shenandoah'	EA	75	\$23.00	\$1,725.00	\$25.00	\$1,875.00	\$34.00	\$2,550.00	\$53.00	\$3,975.00
35	8-02	PSIPE - Symphoricarpos albus	EA	36	\$23.00	\$828.00	\$25.00	\$900.00	\$39.00	\$1,404.00	\$67.50	\$2,430.00
36	8-04	Extruded Curb	LF	115	\$57.00	\$6,555.00	\$40.00	\$4,600.00	\$32.00	\$3,680.00	\$65.00	\$7,475.00
37	8-04	Sloped Mountable Curb	LF	55	\$80.00	\$4,400.00	\$85.00	\$4,675.00	\$70.00	\$3,850.00	\$60.00	\$3,300.00
38	8-15	Quarry Spalls	TON	1,177	\$49.00	\$57,673.00	\$75.00	\$88,275.00	\$43.00	\$50,611.00	\$60.50	\$71,208.50
39	8-25	Glare Screen Type 2	LF	458	\$46.00	\$21,068.00	\$50.00	\$22,900.00	\$43.00	\$19,694.00	\$61.00	\$27,938.00
					Total	\$544,654.50	Total	\$609,202.00	Total	\$535,948.50	Total	\$542,964.50
		Prepared By:	Robert Wright									
		Date:	July 30, 2024									

SUBJECT: Cemetery Maintenance Building - Water Service Change Order

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$321,100.75

Within Budget Allocation: Yes

ATTACHMENTS:

1. Water Service Change Order
-

STAFF CONTACT: Drew McCarty, Engineering Specialist, Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

This project consists of a new 4,800 square foot single-story maintenance building located at the cemetery. The building is wood framed with veneer masonry and metal siding, a trussed roof structure, a high bay workshop, restrooms, office, breakroom and mezzanine level.

This change order adds a new potable water service connection to the Sumner Cemetery office, bathroom and new maintenance building. It will also add a new fire hydrant and an irrigation mainline for the cemetery. The original contract amount with previous change orders was \$1,871,614.88 and the change order adds \$321,100.75 for a total contract cost of \$2,192,715.63.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Berschauer Construction, Inc.'s Construction Contract for the Cemetery Maintenance Facility Project (CIP 22-03), increasing the contract amount by \$321,100.75 to a total authorized amount not-to-exceed \$2,192,715.63, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

CHANGE ORDER NO. #021:

Add installation of watermain and irrigation mainline

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **Berschauer Construction** (“Contractor”)

CONTRACT NAME & PROJECT NUMBER: **Cemetery Maintenance Building (CIP22-03)**

ORIGINAL CONTRACT DATE: **December 21, 2023**

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

1. Section I of the Agreement, is hereby modified as follows:

Add installation of watermain and installation of irrigation mainline.

2. The contract amount and time for performance provisions of are hereby modified as follows:

Current Change Order	\$321,100.75
Applicable WSST Tax on this Change Order	\$30,504.57
Days Required ± for this Change Order	30 working days

The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this contract modification, which is binding on the parties of this contract.

3. The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

SUBJECT: Sumner Texaco Heritage Park Remediation - Dept of Ecology Voluntary Cleanup Program Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$25,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Heritage Park Department of Ecology Voluntary Cleanup Program Agreement

STAFF CONTACT: Alisa O'Haver-Ayala , Deputy Public Works Director

SUMMARY BACKGROUND:

The City of Sumner owns the property at 914 Kincaid Avenue, Sumner WA known as the "Former Sumner Texaco Property" also known as Reuben A. Knoblauch Heritage Park. The site is on the Department of Ecology's Confirmed Contaminated Sites List under Site ID 8200. The City desires to undertake a voluntary cleanup for the subject property with the intent to obtain a No Further Action letter from the Washington State Department of Ecology.

To submit the Voluntary Cleanup Program (VCP) Application, a Voluntary Cleanup Program (VCP) Agreement must be signed that commits the City to pay the Department of Ecology the informal site-specific technical consultations requested by the City.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to execute a Voluntary Cleanup Program Agreement with the Washington State Department of Ecology for the Sumner Texaco Heritage Park Remediation project.



Voluntary Cleanup Program Agreement

Washington State Department of Ecology - Toxics Cleanup Program

For completion

by

Ecology only

Facility/Site Name:

Facility/Site No.:

VCP Project No.:

Instructions

Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page, and sign the Agreement on the third page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the Washington State Department of Ecology (Ecology) and (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), chapter 70A.305 RCW, and its implementing regulations, chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70A.305.170, any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold any requested opinions and notify the Customer by certified mail that the debt is past due.

If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70A.305.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice by email or U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

Washington State Department of Ecology

Customer signatory

Signature

Signature

Printed name

Printed name of signatory

Section Manager, TCP

Title of signatory

Date

Date

If you need this publication in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing impairment can call 711 for Washington Relay Service. Persons with a speech disability may call 877-833-6341.



Monthly Project Management Report

August 2024

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Drew McCarty	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) □ ROW Acquisitions Complete (8/24) ■ Design Complete (9/23) □ Construction Contract Award (10/24) □ Construction Complete (12/28)		Status: 8/2024 - City Staff working to get construction obligated with WSDOT and ROW Certified. Construction Management (CM) SOQs are due 8/1/2024 and staff will be going through the process of reviewing proposals and conducting interviews with CM teams. 7/2024 - The last PSE easement with Pierce County is wrapping up & prepping to advertise for CM RFQ 6/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 5/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 04/2024 - Removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work was pending to be completed after storm season. This has been completed. 1/2023 - Currently working through the PSE easement with pierce county. 12/2023 - 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). Construction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right-of-Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

	The Scope and Budget for Right of Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right of way to proceed concurrent with the environmental studies of the White River currently being undertaken.
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Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)	Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.		
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)	Status: Project in Closeout. Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart.	
Next Critical Activities (dates):	The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown.	
Next Council Actions (dates): Project Acceptance	Contractor to start work mid-September. Plantings at the mitigation site are 100% complete.	
Next Public Actions (dates):	Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16.	
	Contract has been suspended until further notice.	

Project: 166 th Ave E Widening (13-11)	Project Manager: Courtney Littrell	Budget: \$16 Million (30% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation, \$2.249M (Federal – ROW)		
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps		
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) □ Complete Fish Passage Culvert Design/Permitting (12/24) □ Design/ROW Complete (2/27) □ Construction Complete (12/29)	Status: Design Development underway for preliminary roadway and culvert/creek design, environmental reports at Federal Services for ESA Review Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	

Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (2/27)	
Next Council Actions (dates):	
Next Public Actions (dates):	

Project: Fryar Ave Trail (14-01)	Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)		
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.		
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (7/24) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)	Status: The City has selected Commonstreet as the ROW consultant. ROW Phase has begun. The City is currently working on hiring a ROW consultant. The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/24)		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Washington St Restoration	Project Manager: Gursimran Singh	Budget: \$2,854,000 (City Funds)
Description: Project will include full Roadway reconstruction, including overlaying the roadway, curb, gutter and sidewalks, replacement of sanitary sewer water distribution and storm drainage, completing any work to conform to current ADA requirements.		

Schedule/Milestones: Project Advertisement, RFQ – July 2024 ■ Selection of Design Consultant - August 2024	Status: Project Advertisement, RFQ in July 2024 The City reviewing SOQ's received for design consultant selection.
Next Critical Activities (dates): Consultant Selection – August 2024	
Next Council Actions (dates): N/A	

Project: Left Bank Setback/White River Restoration (14-10)	Project Manager: Doug Beagle/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event		
Schedule/Milestones: ■ Selection of Design Consultant (09/14) ■ Design Consultant Contract Award (09/14) ■ Design Complete – 24 th St (05/22) ■ Bid Award – 24 th St (06/22) ■ Construction Complete – 24 th (01/24) □ Phase 1 Bid Advertisement (05/24) □ Bid/Award – White River Restoration (06/24) □ Construction Complete (12/27) □ ROW Acquisition (TBD)	Status: Preparing bid package for phase 1 earthwork contract Contractor for the 24 th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24 th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24 th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines.	
Next Critical Activities (dates):		

	Working through pre-construction and material procurement with the 24 th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023.
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)	Bids opening on 6/7/22 for 24 th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment
Next Public Actions (dates):	Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11 th . Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2 nd is with Natural Systems Design.

Project: Pacific Pointbar / Stewart Setback (14-10)	Project Manager: Doug Beagle/Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.		
Schedule/Milestones: ☐ 90% Design Complete (12/24) ☐ Property Acquisitions Complete (12/24)	Status: Awaiting counteroffer on Ream/Robison Property. Nearing PSA with Kondratyuk Awaiting Purchase and Sale draft for DMI Drilling Mierendorf Property Acquired	
Next Critical Activities (dates):	The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Council Actions (dates):		

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) □ Project Acceptance (TBD)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main.	

	Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.
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Project: Operations Facilities (17-13)	Project Manager: Alisa O’Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department’s impound and oversized evidence.		
Schedule/Milestones: ■ Consultant Services Contract (08/18) ■ Design Complete (8/22) ■ Phase 1: Early Works Contract Award (09/23) ■ Phase 2: North Parcel Contract Award (04/24) □ Phase 1: Early Works Construction Complete (Q3-2024) □ Phase 3: Operations Facility Contract Award (12/09/24) □ Phase 2: North Parcel Construction Complete (Q1-2025) □ Construction Complete (Q1 2026)	Status: The North Parcel work was started in June. The Pre-Construction meeting for the North Parcel was held on 5/14 and the Contractor is expecting to mobilize by the end of May. The final phase of the preload on the main site is in place and is expected to be complete in August. The Pre-Construction meeting for the North Parcel is scheduled for 5/14 and the Contractor is expected to start work this month. The preload on the main site is being moved to the 4th (and final) phase and is expected to be complete in Q3. The preload is complete for 2 of the 4 preload phases and the 3rd phase is currently preloaded and is being monitored to verify it reaches the required compaction — this is likely to be achieved in June. The North Parcel is ready for the Phase 2 contractor when this contract is awarded in April. The earthwork for 2 of the 4 preload phases is still in place until early February to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council in February. The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. The Early Work Package was awarded to Rodarte Construction	
Next Critical Activities (dates):	The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility. The Hearing Examiner’s decision regarding the Conditional Use Permit was issued on 02/06/23.	
Next Council Actions (dates): Phase 3: Operations Facility Contract Award (12/09/24)	Building Permit has been submitted and is in review. Open House 9-30-21 4 — 7 pm onsite Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	

Project: Rainier View Covered Court (18-04)	Project Manager: Andrew Leach	Budget: \$1,475,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.		
Schedule/Milestones: ☒ Consultant Services Contract (10/21) ☒ Design Complete (8/23) ☒ Construction Contract Award (9/23) ☐ Construction Complete (12/24)	Status: Contractor has started work on the project. The City is working with the contractor to order long lead items. The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)	Project Manager: Alisa O'Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000		
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway		
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☒ Advertise Guardrail Construction (10/21) ☒ Award Guardrail Construction (1/22) ☒ Complete Guardrail Construction (5/22) ☒ Project Acceptance (2/23)	Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☒ Begin Construction (5/23) ☐ Complete Construction (10/24)		Status: Signal poles have been delivered. Waiting on a schedule from the contractor for the signal installation. Utility poles have been removed, trees have been planted, and final storm connection has been made. Currently waiting for the delivery of the signal poles. All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. Intersection is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed. Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4th. PSE has completed their power line relocation. All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5th. The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1st. Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to begin in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)	Project Manager: Alisa O'Haver-Ayala	Budget: \$7,002,990
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Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.	
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ Bid Award (06/22) ☒ Construction Complete (02/24)	Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction. Construction at the Main St. intersection is expected to start on 4/3. Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22 Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park.
Next Critical Activities (Dates):	
Next Council Actions (dates): Project Acceptance (TBD)	
Next Public Actions (dates):	

Project: Ryan House Historic Rehabilitation (19-07)	Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000 (Grants)
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.		
Schedule/Milestones: ☒ Design Consultant (11/22) ☐ Select Contractor (XX/XX) ☐ Construction Complete (XX/XX)	Status: August 2024 – Project is on hold July 2024 – Project is on hold June 2024 – Project is on hold May 2024 – Project is on hold April 2024 – Project is on hold March 2024 – Project is on hold January 2024 – Project is on hold until after LUPA Determination November 2023 – Project is on hold until after Growth Management Act & LUPA Determination October 2023 – Petition sent to city on the Growth management Act & LUPA for the Demolition Permit September 2023 – Council voted to demolish the Ryan House September 2023 – Ryan House to Council based on Finance Committee recommendation.	
Next Critical Activities (dates): Project is on hold		
Next Council Actions (dates):		

	August 2023 — Ryan House Update at Finance Committee to present options on which way to go with the Ryan House June 2023 — Received a schematic design cost estimate & WJE is working through drawings for Phase 1 June 2023 — Dickson Company to perform abatement June 2023 — Additional Openings completed by City Staff for WJE Inspection May 2023 — Received \$750,000 grant from LTAC May 2023 — Take Ryan House Rehabilitation Project to Finance Committee March 2023 — Pierce Count Grant Contract to be Executed March 2023 — WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 — Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 — WJE performing Interior & Exterior inspections for Phase 1 January 2023 — WJE Selected as Design Consultant
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Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) ■ Construction Complete (12/23)		Status: Project is physically complete and is now in closeout process. Project is substantially complete and is in the plant establishment period. Construction has begun. Contractor has installed the storm line and is graded for curb and gutter. The project is awarded and awaiting start of construction. Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review.	
Next Critical Activities (dates):			

Next Council Actions (dates): Project Acceptance (TBD)	90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction.
Next Public Actions (dates): N/A	The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)	Status: Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (TBD)		
Next Council Actions (dates): Construction Contract Award (TBD)		
Next Public Actions (dates): N/A		

Project LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,681,600
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/2020) ☒ Bid Award (06/2024) ☐ Construction Complete (2/2025)	Status: August 2024 – The contractor would like to mobilize the last week of August on site to begin work. July 2024 – Bids were received on 6/25/2024 and staff attended the factory testing of panels on 6/26. Due to long lead times of PLC hardware and procurement, project will be advertised in 6/2024.	
Next Critical Activities (Dates): Project Construction Start 08/2024		

Next Council Actions (dates): N/A	Design is complete & finalizing project specs/front end documents to advertise. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.
Next Public Actions (dates): N/A	

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/25) ☐ Construction Complete (12/27)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/24)		
Next Council Actions (dates): Consultant Design Supplement (8/24)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)	Project Manager: Alisa O'Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)		
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.		

Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) ■ Construction Complete (02/24)	Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.
Next Critical Activities (dates):	
Next Council Actions (dates): Project Acceptance (TBD)	
Next Public Actions (dates):	

Project: Sidewalk Improvements (20-10)	Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.		
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)	Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (TBD)		
Next Council Actions (dates): Project Acceptance (TBD)		

Project: Treatment Facility Access Platforms (21-04)	Project Manager: Drew McCarty and Alisa O'Haver-Ayala	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.		

Schedule/Milestones: ■ Select Design Consultant (5/2021) ■ Bid Award (2/2023) ■ Construction Complete (5/2024)	Status: 6/2024 - Contractor has completed the project 5/2024 - Contractor is currently working through punch list items/special inspections. 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install.
Next Critical Activities (dates):	08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work
Next Council Actions (dates): N/A	03/2023 - NTP to Contractor 03/2023 - Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.

Project: ESN Salmon Creek Channel Realignment (21-08)	Project Manager: Robby Wright	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.		
Schedule/Milestones: ■ Consultant Agreement (6/21) ■ Design Complete (5/22) ■ Construction Contract Award (5/23) ■ Construction Complete (08/23)	Status: Project Substantially Complete Construction expected to begin 7/15/23 Construction contract has been awarded to Rodarte. Project to re-advertise March 2023	
Next Critical Activities (dates):	All bids rejected. Project being revised and will be re-bid in Fall 2022 for Summer 2023 construction. Project pending award	
Next Council Actions (dates):	Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	

Project: Auto Lane Sewer Force Main Replacement (21-09)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.		

Schedule/Milestones: ☒ Select Design Consultant (6/21) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)	Status: Project design is on hold.
Next Critical Activities (dates): Construction Contract Award	
Next Council Actions (dates): Construction Contract Award	

Project: Sumner Tank Recoating (21-10)	Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (6/21) ☒ Bid Award (10/22) ☒ Construction Complete (6/23)	Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (TBD)		
Next Council Actions (dates): Project Acceptance (TBD)		

Project: Maple St Ped Signal, Citywide Backplates (21-11)	Project Manager: Alisa O'Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.		

Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☒ Reject All Bids (01/24) ☐ Construction Contract Award (11/24) ☐ Construction Complete (04/26)	Status: City staff are working with WSDOT to receive additional grant funding to cover the full cost of this project. Council approved Resolution to reject all bids and re-bid. This project is out to bid with bid opening expected on 12/12/2023. Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase
Next Critical Activities (dates):	
Next Council Actions (dates): 11/24 Construction Contract Award	

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Ryan Johnstone	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ■ Consultant Services Agreement (2/22) ■ Concept Report (12/22) □ Final Design Complete (12/24) □ Construction Contract Award (TBD) □ Construction Complete (TBD)	Status: Dryer Procurement Contract approved by City council on June 17. Contract going to Dryer supplier week of July 1 st for signature. PWTF Loan application successfully submitted prior to June 28 th application deadline. Completing application for PWTF Loan — Deadline is June 28th for application submission. Contract for dryer procurement scheduled for June 4th Public Works Committee. Advertisement for procurement of Biosolids Dryer complete and low apparent bid selected. Bid is currently being evaluated by staff and consultant for responsiveness to technical specifications. City reviewing preprocurement bid document Beginning Final Design, project currently experiencing minor delay to secure PWTF loan Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.		
Next Critical Activities (dates):			
Next Council Actions (dates): 6/17/24 Dryer procurement contract award			

Project: 63rd St Ct Trunk Line Relocation (21-21)		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ■ Consultant Task Order (9/21) ■ Design Complete (1/23) □ Construction Award (TBD) □ Construction Complete (TBD)		Status: On Hold Design complete, finalizing bid packet. Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project:	Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.			
Schedule/Milestones: ■ Design Consultant (08/2022) ■ Select Contractor (08/2023) □ Construction Complete (08/2024)		Status: 8/2024 - PSE to set pole and energize the building on 8/06, Contractor will be working through commissioning and punch list items this month. 5/2024 – Contractor is working to Complete Mechanical and Electrical. Doors, insulation, drywall, and plywood all to be installed this month. 3/2024 – Contractor completed the roof last month and is about 90% complete with plumbing and now working on electrical. 1/2023 – Contractor is ready to pour the slab and working on pre building the framed walls 11/2023 – Contractor is working on foundation and utility work 10/2023 – Contractor is working on foundation and utility work 10/2023 – Begin Construction 08/2023 – Award Construction Contract 08/01/2023 – Construction Bids Due 07/2023 – Advertise for Construction 03/27/2023 – Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates): Ribbon Cutting - 8/12/2024			
Next Council Actions (dates): Ribbon Cutting - 8/12/2024			

Project: Salmon Creek Culvert Replacements (22-06)		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ■ Consultant Contract (6/23) □ Bid Award (7/25) □ Construction Complete (12/27)		Status: Alternative Analysis complete, working with property owners Initial culvert sizing memo completed 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Elm Street Sidewalk (23-02)		Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (3/23) ■ Design Complete (5/24) ■ Project Advertisement (5/24) ■ Bid Award (6/24) □ Construction Complete (09/24)		Status: Construction has begun with demolition and tree removal. PSE has relocated their pole and the comms are working on relocating their lines. Construction contract was awarded to C. Denney Construction, LLC. Waiting to set pre-construction meeting to discuss the project schedule. Project is currently out for bid. Bid opening is June 4th. City has returned 100% design comments. Looking to advertise for bid in May. City has returned 90% design comments to MacKay Sposito. City has returned 60% design comments to MacKay Sposito. City has received 60% plans from MacKay Sposito and are currently in review. Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)		Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).			
Schedule/Milestones: ■ Identify Replacement Locations (10/23) ■ Begin Project Design (1/24) ■ Design Complete (5/24) ■ Project Advertisement (5/24) ■ Bid Award (6/24) ☐ Construction Complete (10/24)		Status: Construction is anticipated to being in mid-September. Working to mail out post cards to the affected residents. Construction contract was awarded to Asphalt Patch Systems, Inc. Waiting to set pre construction meeting to discuss the project schedule. Project is out for bid. Bid opening is June 11 th . Design is nearing completion and working on the bid package. Looking to advertise in May. Payments have been received from homeowners who are participating in the program. Currently finalizing the location list and documentation to prepare for bid advertisement. Decision letters have been mailed out to those who applied to participate in the program. Thirteen locations were selected for repairs this biennium. Street Tree Damaged locations are now being selected for repairs. Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages. Design of sidewalk replacements to begin after replacement locations have been identified.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Town Center: Cherry and Maple Utilities		Project Manager: Andrew Leach	Budget: \$4,330,800 (Utilities and Roadway Funds)
Description: Replacement of Utilities due to age and to support Town Center redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) ■ 90% Plans Completed (03/21) ☐ Project Advertisement (2025)		Status: 90% Plans completed and this project work divided out as Phase 2. Phase 1 is the TCUW project. Phase 2 will be completed and bid in 2025. Design development work has been completed and staff is recommending a final design contract for council approval.	

☐ Select Contractor (2025) ☐ Construction Complete (2025)	Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.
Next Critical Activities (dates):	
Next Council Actions (dates):	

Project: Pavement Chip Seal	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☐ Project Advertisement ☐ Select Contractor ☐ Construction Contract Award ☐ Construction Complete	Status: Plan to tag team Chip Seal project with City of Bonney Lake, work to be performed in August 2024 Double Chip Seal on Washington St planned — April 2024 Project planned for 2025	
Next Critical Activities (dates):		

Project: Systemic Horizontal Curve Improvements (23-08)	Project Manager: Thi Le	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, channelization, guardrail, and street lighting.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (01/2024) ☒ Start Preliminary Design (02/24) ☐ Bid Award (02/25) ☐ Construction Complete (9/25)	Status: SCJ is working on analyzing the crash data along the corridors and develop countermeasures as well as priority of implementation. SCJ Alliance was selected as the Design Consultant Project has been advertised for design consultant selection. Project Obligated	
Next Critical Activities (dates):	Project being programmed with WSDOT	

Next Council Actions (dates):	
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Project: Tacoma Ave Overlay & Intersection (23-09)	Project Manager: Gursimran Singh	Budget: \$380,000 (86.5% Federal / 13.5% City general fund)
Description: Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (12/23) ☒ Start Preliminary Design (03/24) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)	Status: August – City PM to submit STIP amendment to PSRC to revise project description from a signalized intersection to a roundabout. July – Moving forward with Roundabout option at the intersection, Design Consultant to provide updated scope and fee May 2024 City evaluation options – Roundabout or Traffic Signal Preliminary design started in March 2024	
Next Critical Activities (dates):	Consultant Selection – Parametrix, negotiated hourly agreement signed by both City and consultant and reviewed and submitted to WSDOT.	
Next Council Actions (dates):	Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	

Small Works Projects

Project: Stewart Road Pond Repair (21-15)	Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces		
Schedule/Milestones: ☐ Project Advertisement (6/24) ☐ Select Contractor (7/24) ☐ Construction Complete (9/24)	Status: Project bid package being finalized. Obtaining TCE's Amending scope to reflect change in the design requested by Operations Waiting on pothole information from Shops and updates from Parametrix.	
Next Critical Activities (dates):	Project pushed to 2023 after shops requested a change in treatment system. Project under re-design	
Next Council Actions (dates): N/A	Project being set up. Work areas being identified. Project may be pushed back to 2022.	

Project: West Well Watermain and Cemetery Irrigation (23-04)	Project Manager: Andrew Leach	Budget: \$350,000
Description: A new water main will be routed to maintain the city connection between the City's west well and the rest of the water distribution system. The Sumner Cemetery's irrigation will also be updated to current standards.		

Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (4/23) ☒ Design Complete (5/24) ☐ Select Contractor (TBD) ☐ Construction Complete (TBD)	Status: Project received no bids. The City is reviewing options for moving the project forward. Design is complete and the project is out for bid advertisement. Design of the project is underway. BHC has been selected for design of the project. Project has been advertised for design consultant selection.
Next Critical Activities (dates): Construction Contract Award (TBD)	
Next Council Actions (dates): Construction Contract Award (TBD)	

Project: Roadway Paint Line Application 2024	Project Manager: Gursimran Singh	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking		
Schedule/Milestones: ☐ Verify Painting Schedule (TBD) ☐ Complete Construction (TBD)	Status: City on the Pierce County Stripping list, work to be performed in Summer – August – Working with Pierce County to verify pavement paint line schedule.	
Next Critical Activities (dates): N/A		

Project: Sound Transit Sewer Repair	Project Manager: Gursimran Singh	Budget:
Description: Replace failing sewer line on West of Cherry Ave between Academy St and Harrison St		
Schedule/Milestones: ☐ Project Advertisement (09/2024) ☐ Select Contractor (09/2024) ☐ Construction Complete (TBD)	Status: August – Project in the final stage of design	
Next Critical Activities (dates): Design complete 08/2024		
Next Council Actions (dates): N/A		

Project: Crack Seal Application 2024		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (TBD)		Status: Project request for bids in May 2024 March/April - Preparing Plans, Specifications and estimates for bid package	
Next Critical Activities (dates): Project construction in 07/2024		July – Project Completed	
Next Council Actions (dates): N/A		August – Project in closeout phase, issuing Substantial completion and executing final pay estimate	

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Drew McCarty	Budget: \$280,000 (Sumner & 2023 Pierce County LTAC) + \$1,600,000 (2024 Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc. Additional Scope: Develop 100% plans for Heritage Park, Hops Alley and the Event Building that will be located within Heritage Park.			
Schedule/Milestones: ■ Project Advertisement (05/22) ■ Consultant Selected (10/22) ■ Alley 30% Completed (03/23) ■ Heritage Park Masterplan Complete (07/23) ■ Wayfinding Design Complete (2/24) ☐ Wayfinding out to Ad (3/24) ☐ 30% Design (06/24) ☐ 60% Design (09/24) ☐ 100% Design (12/24)		Status: 8/2024 - Project team is scheduled to receive 30% plans on 8/30 for review. CUP has been submitted and SEPA will be submitted within the next week. 7/2024 – Project team is working through CUP/SEPA application and building programming. 5/2024 – Project team is working through the programming for the event building and CUP/SEPA documents. 3/2024 – The city was awarded an additional \$1.6M for 2024 from Pierce County LTAC to complete the design of Heritage Park, Hops Alley, and Event Building. JETT Landscape and Architecture is continuing their hard work to get the city 100% plans by the end of 2024. 3/2024 – Wayfinding design was completed and is out to Ad currently with bids being due on 4/4/2024. A draft of the Masterplan as well as fly-over renderings has been completed. Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching 2024	Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces		
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (07/2024)	Status: Project Request for Bids in May 2024 March/April - Preparing plans, specifications and estimates for Bid package July/August – Project constructions tentatively scheduled for late July/early August July – Lowest bidder voluntarily withdraw his bid due to not able to perform the work at the prices quoted in the Bid. August – Working with next lowest bidder to schedule the work and get them under contract.	
Next Critical Activities (dates): Project Construction 07/2024		
Next Council Actions (dates): N/A		

Other Projects

Project: City Hall HVAC Replacement	Project Manager: Derek Barry	Budget: \$40,000
Description: Replace City Hall HVAC equipment		
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()	Status: Work to be completed if HVAC replacements are needed	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Senior Center Exterior Painting	Project Manager: Derek Barry	Budget: \$40,000 (General Funds)
Description: Repaint Senior Center, which is currently peeling/end-of-life.		
Schedule/Milestones: ☐ Project Advertisement (TBD) ☐ Construction Complete (TBD)	Status: Project programmed to 2024	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Overlay Program		Project Manager: Gursimran Singh	Budget: \$300,000 (General Funds)
Description: Place layer of new asphalt over existing base layer of asphalt to preserve roadway base.			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Project planned for 2025.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Transportation Plan Update		Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update			
Schedule/Milestones: ■ Begin Plan Update (12/22) □ Complete Plan Update (10/24)		Status: Final draft included in Draft Comprehensive Plan for adoption, final revisions being completed currently Final draft in progress, draft document has been reviewed by Planning Commission Plan in Development Project kickoff meeting occurred in January	
Next Critical Activities (dates): □ Council Adoption (10/24)			
Next Council Actions (dates): N/A			

Project: Watershed Vegetation Management		Project Manager: Ryan Johnstone	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed			

Schedule/Milestones: ☐ Preliminary Design (6/24) ☐ Bid Award (9/24) ☐ Construction Complete (12/24)	Status: Watershed walkthrough completed. Working with consultant to complete technical memo to document findings. Watershed walkthrough with geotechnical engineer scheduled for June 4.
Next Critical Activities (dates):	
Next Council Actions (dates): N/A	Collecting data on hazard trees that require removal and assembling map for contractor bids. Project in pre-design

Project: Utility Rate Study (CIP 23-01)	Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities		
Schedule/Milestones: ☒ Project Advertisement (1/23) ☒ Select Consultant (4/23) ☒ Study Complete (12/23)	Status: Study Complete – Policy Updates continue FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Policy Updates (TBD)		
Next Council Actions (dates): N/A		

Project: Sewer Main Replacement and Rehabilitation (Sewer Jet Study)	Project Manager: Ryan Johnstone	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete analysis of sanitary sewer mains that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.		
Schedule/Milestones: ☒ Begin Study (4/24) ☐ Study complete (8/24)	Status: Work ongoing. Met with consultant week of June 24 th to review draft findings of pipe survey. Some additional fieldwork at several pipe locations still necessary. Consultant is beginning work on draft solutions and cost estimates.	

Next Critical Activities (dates):	Consultant is collecting sewer main data. Public Works staff is video inspecting sewer mains.
Next Council Actions (dates): N/A	Study is under contract with consultant and preliminary mapping and data collection is underway. Project in pre-design