



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING AGENDA (NOTE TIME CHANGE)

Tuesday, February 04, 2025, at **4:30 PM**

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

This meeting will be conducted in person at Snoqualmie City Hall and remotely using by Zoom.

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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

- [1.](#) Approval of minutes dated January 22, 2025.

AGENDA BILLS

- [2.](#) **AB25-023:** Resolution Accepting a Loan from the Department of Ecology

DISCUSSION

3. Utility Rate Study: Utility CIP Presentation

ADJOURNMENT



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES JANUARY 22, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER - Chair Ethan Benson called the meeting to order at 4:30 pm.

Committee Members: Councilmembers Ethan Benson, Bryan Holloway, and Catherine Cotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Jeff Hamlin, Parks & Public Works Director; Deana Dean, City Clerk; Dylan Gamble, CIP Manager; Drew Bouta, Finance Director; Phil Bennett, Deputy Parks & Public Works Director; Patrick Fry, Project Engineer; Andrew Vining, Project Engineer; Jimmie Betts, IT Support; and Janna Walker, Budget Manager.

AGENDA APPROVAL - The agenda was approved as amended, moving utility rate adjustment to top of the agenda.

PUBLIC COMMENTS – There were no public comments.

MINUTES

1. The minutes from January 7, 2025, were approved as presented.

OUT OF ORDER

DISCUSSION

2. **AB25-003:** 2025-2030 Utility Rate Adjustment. This item was brought back to Committee following the January 13, 2025, City Council meeting. Discussion and presentation led by CIP Manager Dylan Gamble. Additional information provided by Finance Director Drew Bouta, Project Engineer Andrew Vining, Parks & Public Works Director Jeff Hamlin, and City Administrator Mike Chambless. This item to be brought back to committee at a future date.

AGENDA BILLS

3. **AB25-012:** Resolution Selecting RH2 for On-Call Water & Sewer Services. This item was introduced by Project Engineer Andrew Vining. Discussion followed. This item is tabled.

PUBLIC COMMENTS

- James Mayhew from Snoqualmie

DISCUSSION

4. Splashpad Construction Update and presentation provided by Project Engineer Patrick Fry. Discussion followed.
5. Director Report provided by Parks & Public Works Director Jeff Hamlin.
 - a. Staffing: interviews are occurring for the Urban Forester position and a new admin position will be hired after utility rates are resolved.
 - b. Project updates: Parkway Pavement Project received Project of the Year Award by American Public Works Association. Additional project updates provided for the 384th sewer project, Kimball Creek Bridges, Water Reclamation Facility Phase 3, and upcoming projects including pavement management projects, Rivertrail, and Sandy Cove.

ADJOURNMENT

The meeting was adjourned at 6:00 pm.

*Minutes taken by Deana Dean, City Clerk.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the _____, 2025, Parks & Public Works Committee Meeting.*

Council Agenda Bill

AB Number

AB25-023

Agenda Bill Information

Title*

Resolution Accepting a Loan from the Department of Ecology

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

02/10/2025

Staff Member

Andrew Vining

Department*

Public Works

Committee

Parks and Public Works

Committee Date

02/04/2025

Exhibits

Packet Attachments - if any

Reclaimed Water Distribution System Engineering Report.pdf

1.78MB

Resolution- City of Snoqualmie - DOE Loan.pdf

508.1KB

Summary

Introduction*

This agenda bill seeks approval of a resolution accepting a low-interest loan from the Department of Ecology Clean Water State Revolving Fund to support the Reclaimed Water System Improvement Project. The improvements will upgrade the aging reclaimed water distribution system and bring it into compliance with current state standards.

Proposed Motion

Approve Resolution XXX Accepting a Loan from the Department of Ecology

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

State Legislation

The state legislature approved the Reclaimed Water Use Act in 1992 codified as RCW 90.46. This act encouraged using reclaimed water for land application, industrial, and commercial uses. In 1997 the Water Reclamation and Reuse Standards were developed to support this act. Most recently in 2006 this act was

amended to expand uses of reclaimed water and directed state agencies to develop framework for safe and beneficial use of reclaimed water – this amendment is the origin of the reclaimed water rule.

Following the 2006 legislative direction state agencies (Department of Health and Department of Ecology) jointly began developing the framework over a 12-year period based on stakeholder feedback. In 2018 the Reclaimed Water Rule (WAC 0173-219) was adopted to encourage the use of reclaimed water to help meet the growing need for clean water across the state by establishing regulatory framework for the generation, distribution, and the use of reclaimed water for beneficial use. Concurrently agencies published the Reclaimed Water Facilities Manual or “Purple Book” which provides more in-depth guidance for utilities that produce reclaimed water.

City Legislation

Following the state adoption of Reclaimed Water Rule in 2018 the City began evaluating options to ensure compliance with updated state standards. On February 25, 2019 under [AB19-022](#) City Council authorized RH2 Engineering (RH2) to prepare a Reclaimed Water Irrigation System Analysis Feasibility Study to provide agency coordination and evaluate potential solutions to meet the Reclaimed Water Rule standards. During this period the City also renewed it’s Water Reclamation Facility NPDES Permit WA0022403 (Permit) which authorizes the production and distribution of up to 1.56 million gallons of Class A Reclaimed Water daily. The City provided comment to the City’s draft permit on February 24, 2020 and received responses from Ecology documented in the permit. The final Permit outlines necessary improvements to the City’s reclaimed water distribution system and an associated compliance schedule. The following agenda bills were approved by Council to facilitate these improvements and continue production of Class A water. On November 28, 2022 City Council approved [AB22-146](#) Resolution No. 1632 authorizing a contract with RH2 to complete a Reclaimed Water Distribution System Engineering Report. This contract was amended on October 3rd, 2023 under [AB23-110](#) which authorized RH2 to complete design of the reclaimed water reservoir improvements.

Background

The City of Snoqualmie was awarded a \$6.866M low-interest loan as part of the 2025 clean water state revolving fund (CWSRF). The loan-terms include a 30-year 1.6 percent interest loan which may be applied to project design and construction costs incurred after January 1, 2024 thru project completion. City staff applied for \$6.866M funding during fall of 2023 and an additional \$1.785M during fall 2024. The City was awarded the full \$6.866M requested and anticipate a decision on the additional \$1.785M this summer. The City is on track to meet the conditions of the funding off including recent approval of the state environmental review process (SERP). Design of the Reclaimed Water System Improvements is complete and final permit review is underway such that the project will be advertised to contractors in March 2025. To meet the NPDES Permit requirements the improvements must be completed prior to June 30th, 2026.

Analysis*

The City’s Class A reclaimed water storage and distribution system does not meet current state standards and must be improved to ensure compliance with new standards for safe and reliable delivery of reclaimed water to customers. The improvements will upgrade the aging reclaimed water distribution system and bring it into compliance with current state standards. The terms of this low-interest loan are more competitive than standard loan conditions.

City administration recommends acceptance of this \$6.866M low-interest CWSRF funding offer.

Budget

The approval of the Department of Ecology loan will not result in any immediate budgetary impacts as it has no associated fees beyond the stated interest rate. However, it has long-term implications on utility finances. The loan is a part of the Utility Rate Study and the proposed 2025-2030 Utility Capital Improvement Plan. The loan itself will result in higher fund balances as the reclaimed water storage and distribution system is built. Additionally, the lower-than-market interest rate will lead to decreased borrowing costs in the future as compared to a market-rate bond. Both of these factors aid in lower City utility rates, as proposed within the study.

Budgetary Status*

This action has no budgetary implications.



RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT

Prepared for City of Snoqualmie

October 2023

SNQ 22-0187



Prepared by:
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
1.800.720.8052 / rh2.com

City of Snoqualmie

Reclaimed Water Distribution System

October 2023

Prepared by RH2 Engineering, Inc.

Prepared for City of Snoqualmie

Note: This Engineering Report was completed under the direct supervision of the following Licensed Professional Engineers registered in the State of Washington.

Sincerely,

RH2 ENGINEERING, INC.



Signed: 10/06/2023

City of Snoqualmie

Reclaimed Water Distribution System

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City of Snoqualmie

Reclaimed Water Distribution System

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Appendix A – SEPA Checklist

City of Snoqualmie

Reclaimed Water Distribution System

Engineering Report

Introduction

This Engineering Report (Report) evaluates alternatives for the City of Snoqualmie (City) to improve its reclaimed water distribution system to meet the requirements of the Washington State Department of Ecology's (Ecology) Reclaimed Water Rule and to comply with Permit Section R8.A.1 of the City's current Reclaimed Water Permit. This Report includes the reclaimed water system alternatives analysis and the preliminary design of the preferred alternative.

Background

The City owns and operates a potable water system, a sanitary sewer system, and a reclaimed water system. The reclaimed water supply and distribution system finished construction in 1999. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City owned Irrigation Pump Station (IPS) located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. **Figure 1** shows the reclaimed water transmission main from the WRF to Eagle Lake, as well as the City's reclaimed water system irrigation areas.

In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (Permit) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule, Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The purpose of this Report is to analyze alternatives and propose reclaimed water system improvements to fulfill Permit Section R8.A.1 submittal requirements. The use of reclaimed water is necessary to help meet the growing need for clean water for beneficial use. It is RH2 Engineering, Inc., (RH2) and the City's understanding that the goal of the Reclaimed Water Rule and the Permit, as it pertains to the City's Class A reclaimed water irrigation system, is to prevent degradation of reclaimed water quality from other sources.

The existing City irrigation system is a non-expanding reclaimed water system. At this time, the City has no intention to increase the service area or number of customers that receive reclaimed water.

Historical Irrigation Usage

Currently, reclaimed water is produced at the WRF, sent to Eagle Lake via the Reclaimed Water Transmission Main, and then pumped from the IPS to the City's irrigation distribution system. The municipal side of the IPS has three pumps that supply a 10-inch pipeline that connects to

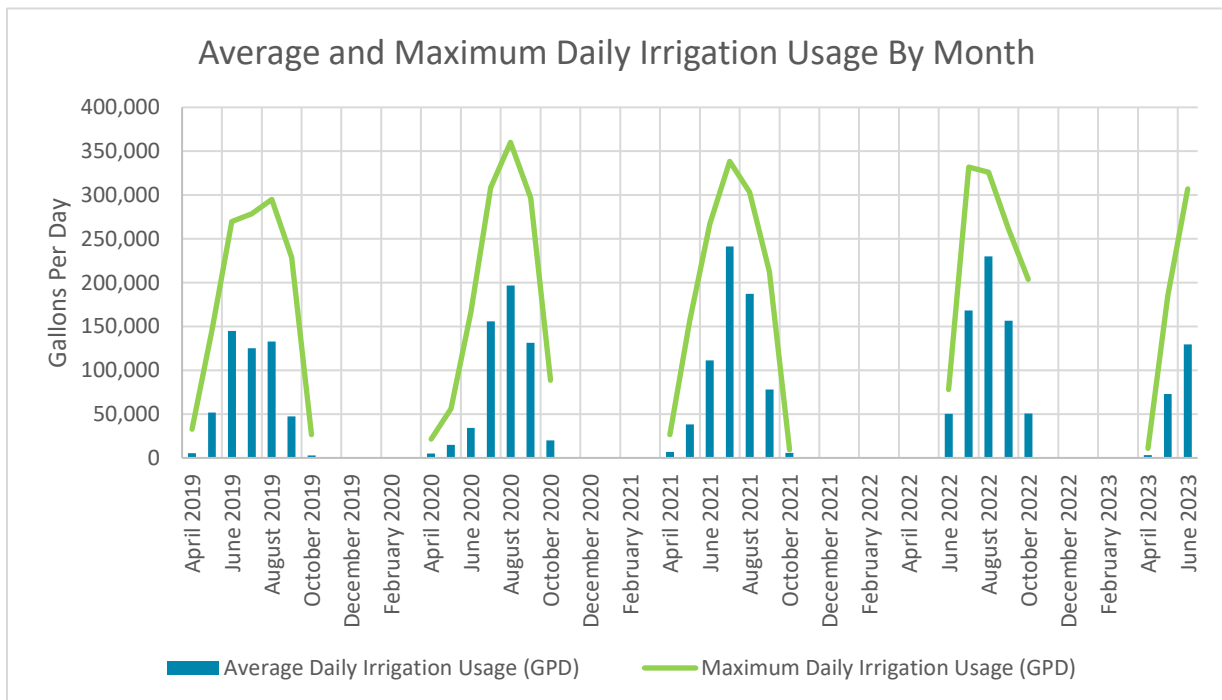
the City’s irrigation distribution system. **Table 1** shows the existing pumps’ capacity, total dynamic head, and horsepower.

Table 1
Existing Municipal Irrigation Pumps

Pump Quantity and Type	Pump Capacity (gpm)	Total Dynamic Head (ft)	Horsepower
(2) Vertical Turbine Pumps	500	400	75
(1) Jockey Pump	40	600	7.5

Historically, the City supplied Eagle Lake from two sources; Class A reclaimed water from the City’s WRF, and water from the City’s potable water system. In 2019, the City transitioned to using only reclaimed water for irrigation to help conserve potable water for beneficial use. **Figure 2** shows the average and maximum daily irrigation use for each month from April 2019 to June 2023 during irrigation season. During the 2019 through 2022 irrigation seasons, the average volume of irrigation water used for the City’s irrigation system was 17.9 million gallons (MG) per year. This is not total reclaimed water supply to Eagle Lake or does it include supply to the Golf Course irrigation system.

Figure 2
Average and Maximum Daily Irrigation Usage per Month



The existing City irrigation system controller is a Rain Bird Maxicom Central Control System with meters to the various points of connection to bill customers. This Maxicom system controls irrigation of City areas overnight between the hours of 10 PM and 6 AM. **Table 2** summarizes the daily irrigation water demands.

Table 2
City Irrigation Demands Summary

Condition	Criteria	Gallons
Average Daily Demand	Average Day Production in July and August 2019-2022	180,000
Maximum Daily Demand	Maximum Day Production from 2019-2022	360,000
Maximum Daily Irrigation Pump Capacity	Eagle Lake Pump Station capacity with two 500 gallons per minute (gpm) pumps continuously running for 8 hours each night	480,000

The City contracts with Extended Range Forecasting Company, Inc., (ERF, aka Water Management Group, Inc.) to manage the irrigation system. The irrigation system piping varies throughout distribution, and there are multiple pressure regulating valves which reduce pressure to the zone of application. The jockey pump operates intermittently to maintain a pressure setpoint within the system, a minimum of 70 pounds per square inch (psi).

Alternatives Analysis

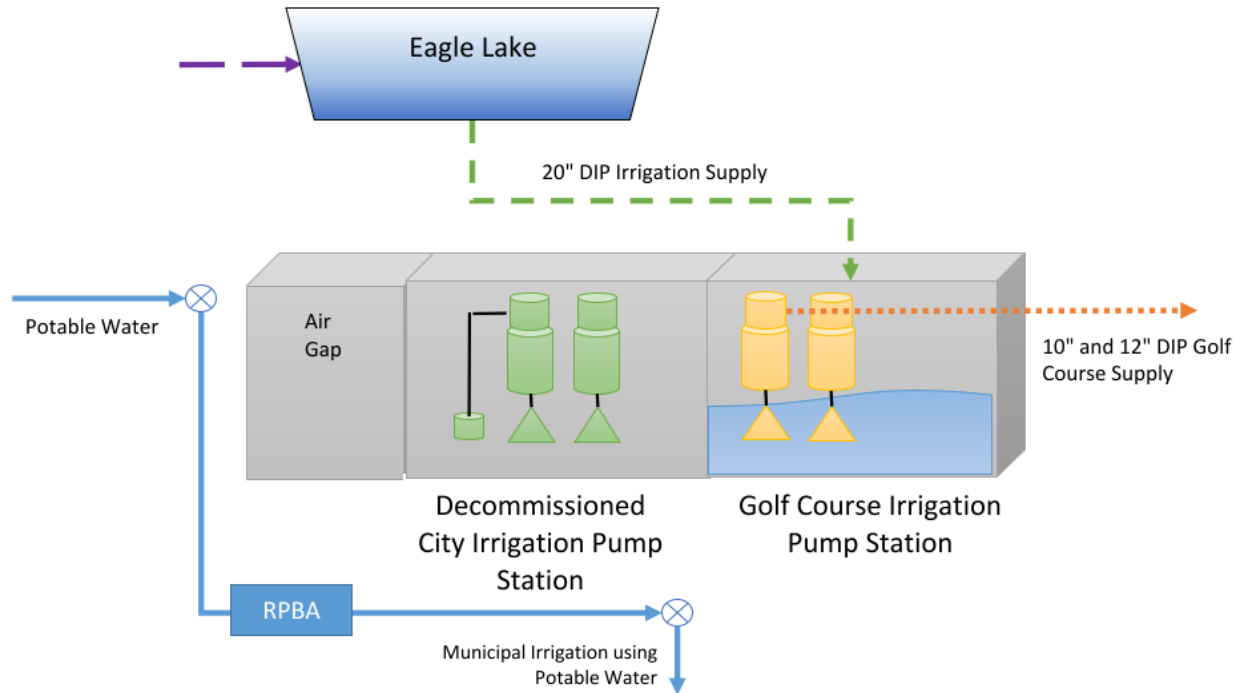
Ecology is requiring that the City’s irrigation system be separated from Eagle Lake so that it does not pump water that is comingled with other potential water sources. In addition, the Reclaimed Water Rule requires that any Class A reclaimed water generator or distributor must maintain a free chlorine residual greater than 0.2 milligrams per liter (mg/L) or a total chlorine residual greater than 0.5 mg/L “...from the facility to the point of use to prevent biological growth, prevent deterioration of reclaimed water quality, and to protect public health.” (WAC 173-219-370(1)). RH2 evaluated two distribution system improvement alternatives to comply with these regulations. Alternative 1 would transition the City’s entire municipal irrigation supply downstream of the IPS to potable water, which inherently has a chlorine residual. Alternative 2 would construct a closed reservoir to store and separate reclaimed water generated by the WRF from the Golf Course’s Eagle Lake. This alternative would either have a permanent chlorination system for disinfection or have appurtenances to implement emergency chlorination.

Alternative 1: Transition Irrigation Customers to Potable Supply

Alternative 1 would transition existing irrigation customers from reclaimed water to potable water. This can be accomplished by bypassing the IPS altogether and connecting the existing potable water supply directly to the 10-inch ductile iron pipe (DIP) municipal irrigation main. Piping associated with the municipal reclaimed IPS would be cut and capped. The existing 4-inch-diameter potable supply pipeline may need to be upsized to accommodate the new connection. A reduced pressure backflow assembly (RPBA) would be installed to prevent a cross connection to the domestic water system. The pipeline would be equipped with control valves

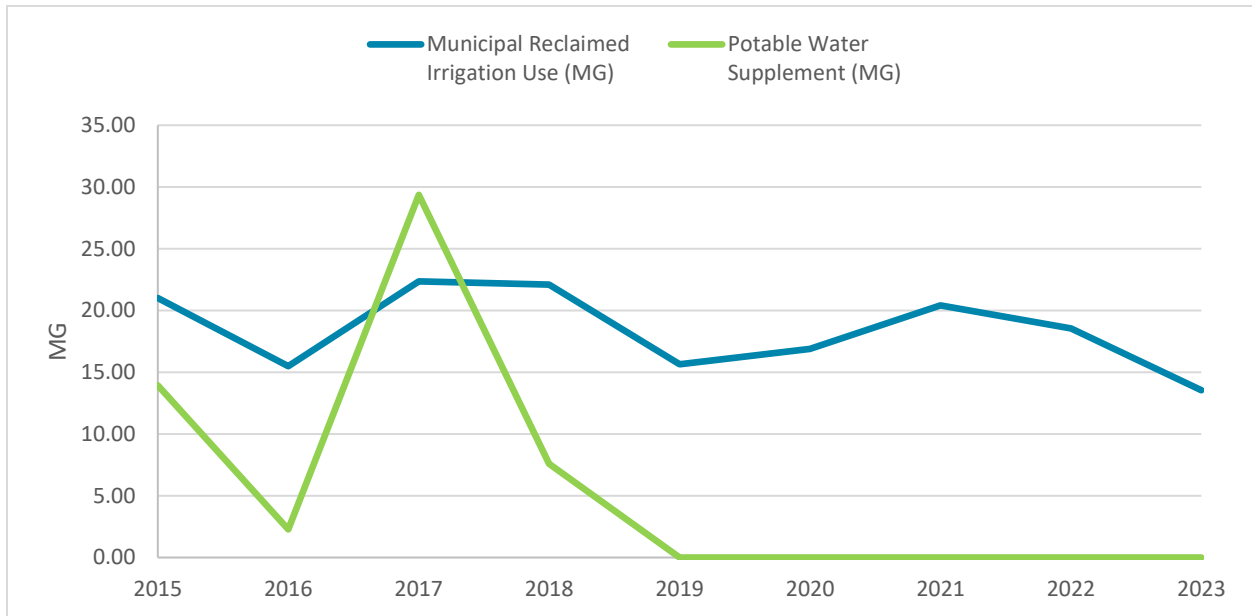
to regulate flow and a flow meter with a telemetry connection to allow the City to monitor water use. **Figure 3** shows a schematic of this alternative.

Figure 3
Alternative 1 Schematic



The City's Water Use Efficiency (WUE) Program, in accordance with the WUE Rule in the Municipal Water Supply – Efficiency Requirements Act, is helping to curtail excess potable water demands. Prior to 2019, potable water was used occasionally to supplement reclaimed water for irrigation. Since 2019, the City has not supplemented reclaimed water demands with potable water. **Figure 4** shows the historical annual municipal reclaimed water irrigation usage and potable water supplement. Converting municipal customers' irrigation supply from reclaimed water to potable water will result in higher potable water usage for irrigation. This will result in higher potable water usage for irrigation and may result in greater burden to water supply which has not been accounted for in water system planning.

Figure 4
Municipal Reclaimed Irrigation Use and Potable Water Supplement



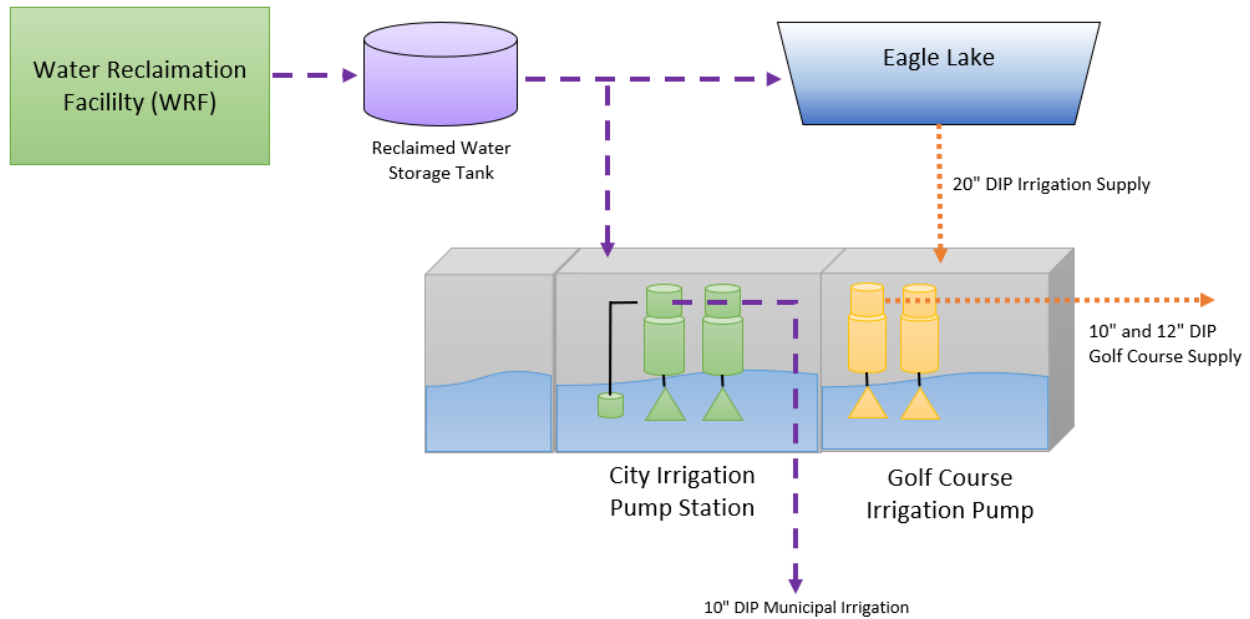
Converting the City’s irrigation supply to potable water also will cause an increase in prices for City customers currently billed for reclaimed water. Per City Ordinance 1187, the rate for retail customers of the municipal irrigation system for reclaimed water is a flat rate (based on the percent of total zones a customer owns) plus a volumetric rate of \$3.21 per 100 cubic feet (ccf) in 2023. The commercial water/potable irrigation rate is a flat rate (based on the size of the customer’s water meter) plus a volumetric rate of \$4.09/ccf in 2023 (assuming the usage falls within 300 to 801 ccf). Therefore, transitioning customers from reclaimed water to potable water would result in a cost increase of \$0.88/ccf in 2023.

The Water System Plan (WSP) details future water rights and source capacity limitations. Table 6-3 of the WSP shows that instantaneous water rights would be deficient by 2040 even factoring Water Use Efficiency (WUE). Table 7-2 of the WSP shows that projected water source capacity would be deficient by 2030. Due to the City’s population growth, limited water rights, and customer cost impacts, potable water is not a viable long-term solution for the City to comply with the Reclaimed Water Rule.

Alternative 2: Separation of City Reclaimed Water Irrigation System

Alternative 2 consists of constructing a new reclaimed water reservoir. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the municipal irrigation system. This alternative would provide the City with complete control of the reclaimed water quantity and quality as it leaves the WRF. Eagle Lake would continue to be supplied with reclaimed water for use by the Golf Course. **Figure 5** shows a schematic of this alternative.

Figure 5
Alternative 2 Schematic



Alternative 2A: Reclaimed Water Reservoir with Chlorination

To maintain a chlorine residual per WAC 173-219-370, a chlorination system would inject sodium hypochlorite into the City’s irrigation pump station discharge as the water is pumped to the municipal irrigation distribution system. The disinfection infrastructure would include a bulk sodium hypochlorite chemical storage and feed system, chlorine residual analyzers in the irrigation distribution system at key locations (to ensure a residual greater than 0.2 mg/L free chlorine or greater than 0.5 mg/L total chlorine), and electrical and control improvements.

The disadvantages of chlorinating reclaimed water not only include the additional capital and operational costs for the chemical feed system, but also the challenges and labor required to maintain a chlorine residual in this type of distribution system. As shown in **Figure 1**, unlike a potable water distribution system that typically loops fresh water throughout a system, the reclaimed water distribution system consists of a 10-inch-diameter transmission main to Eagle Lake and a branching network of irrigation lines from the pump station. This results in many dead-end, small diameter pipelines, each with their own extended water age issues. It would be challenging to monitor the various extents of the irrigation zones for chlorine residual. It would be even more challenging to consistently maintain a healthy chlorine residual in an intermittent system that only operates overnight and is dormant for most of the day. A fully looped irrigation system would require a complete rebuild of this distribution system.

Alternative 2B: Reclaimed Water Reservoir without Chlorination

WAC 173-219-370 allows for the distribution chlorine residual requirement to be waived or modified if the reclaimed water generator can demonstrate a benefit from reducing or eliminating the chlorine residual. The City previously requested a distribution chlorine residual waiver in a December 2015 Engineering Report under the condition that the chlorination disinfection system be maintained to either mitigate biological growth within the irrigation distribution system or provide disinfection in the event the ultraviolet (UV) disinfection system

cannot meet reclaimed water standards. In 2019, the City received formal approval from Ecology and the Washington State Department of Health (DOH) to waive the distribution chlorine residual requirement for the UV application. The City is requesting that Ecology and DOH continue to waive the distribution chlorine residual requirement for the proposed application of completely separating Eagle Lake from the municipal irrigation system by constructing a reclaimed water reservoir. The many benefits of not chlorinating the City's reclaimed water include the issues referenced previously. City operations staff would not need to operate and maintain the chlorine storage and feed equipment or monitor chlorine residual throughout the various dead-end irrigation zones overnight during the hours of irrigation.

One of the strongest reasons to not chlorinate is that the City has been operating this irrigation system for more than two decades without any recorded violations or public health concerns regarding the use of reclaimed irrigation water. The City has complete control of the irrigation system, there are no unauthorized users of the reclaimed water system, and the late-night hours of operation limit human exposure to the Class A reclaimed water. Augmenting this water with a chlorine residual would require extensive additional maintenance for City staff with minimal health benefit.

To provide disinfection flexibility, the City can keep the WRF reclaimed water pump discharge chemical injection point available if sodium hypochlorite is ever needed to sanitize the irrigation distribution system in an emergency. The City previously chlorinated Class A reclaimed water before the UV light disinfection system was implemented at the WRF.

Recommendation

Separating the City's reclaimed water allotment from Eagle Lake by installing a new closed water reservoir is the best solution to meet the updated Permit requirements. This will allow the City to have full control of the quality of reclaimed water generated by the WRF. Maintenance of a chlorine residual to comply with WAC 176-219-370 may require rebuilding the City's entire irrigation distribution system, as well as extensive operator labor to maintain and operate a chlorine storage and injection system and monitor chlorine residuals in dead-end zones overnight. The non-looped irrigation distribution system may not feasibly sustain a chlorine residual due to extensive water quality issues within dead-end pipes. The effort required for maintaining this residual has minimal benefit since the City has had no reported public health issues with humans interacting with this reclaimed irrigation water since 1999 when construction was completed. It would be challenging to estimate the costs of chlorinating reclaimed water while upgrading the reclaimed water distribution system to ensure a persistent chlorine residual. The City is formally requesting Ecology waive the requirement of maintaining a chlorine residual as outlined in WAC 173-219-370, since separation through a proposed reclaimed water reservoir will meet the intent of the NPDES Permit.

Reclaimed Water Reservoir Preliminary Design

Reservoir Sizing

The reservoir will be sized to provide at least enough storage to meet the maximum day demand of the existing system over the 8 hour irrigation period. The irrigation period is from 10 PM to 6 AM and most reclaimed water is produced during the day. **Table 3** shows the basis of design for the reservoir’s volume.

Table 3
Reclaimed Water Reservoir Volume Basis of Design

Condition	Criteria	Design Usage (gal)
Average Daily Demand	Average Day Demand (During Peak Irrigation Season)	180,000
Minimum Storage Volume	1.5 x Average Day Demand (per Reclaimed Water Facilities Manual)	270,000
Maximum Daily Storage Volume	Maximum Production from 2019-2022	360,000
Conservative Maximum Daily Storage Volume	Maximum Production with a 10% Safety Factor	400,000
Maximum IPS Pumping Condition	Eagle Lake Pump Station capacity with two 500 gpm pumps continuously running for 8 hours each night	480,000

The proposed reservoir should be sized to store approximately 400,000 gallons to provide some conservatism for the maximum daily volume. The exact size will be determined in a future phase of this project.

Reservoir Location

The proposed reclaimed water reservoir will be constructed along the reclaimed water transmission main that currently runs from the WRF to Eagle Lake. Reclaimed water will flow from the reservoir to the IPS and bypass Eagle Lake. A new control structure and clearwell also will need to be installed at the IPS. **Figure 6** provides six possible sites for the proposed reservoir. Sites 1 and 2 are preferable as they are out of the neighborhood’s public view; however, they are both within Bonneville Power Administration’s (BPA) easement and would require additional coordination and permitting prior to construction. If the BPA permitting timeline would prevent the tank from being constructed and operational by June 30, 2026, then Site 3 or 4 should be selected. Site 3 is within view of the Golf Course and many homeowners; therefore, it would require additional coordination with these stakeholders. Site 4 is at the WRF. This site would simplify operations and maintenance; however, due to hydraulic constraints, a reservoir at the WRF would have to be very shallow and would be significantly more expensive than the other sites. Site 5 would require constructing an additional clarifier at the WRF and utilizing it as a reclaimed water reservoir until City growth requires it to function as a clarifier to increase WRF treatment capacity. This option was eliminated as it is significantly more expensive than sites 1-3 and once a third clarifier is needed at the WRF, another reclaimed water reservoir also would be necessary. Site 6 is next to the IPS. This site was

eliminated due to the large number of existing utilities in the area. **Planning-Level Capital Costs** for all six sites are presented later in this Report.

Reservoir Access

The site will be developed to allow for large vehicles to drive to the infrastructure for any future work. The reservoir will be buried or partially buried depending on the selected location. There will be a single roof access hatch that will be a minimum of 30 inches in diameter for interior access and transport of any maintenance equipment inside the reservoir. The interior access ladder will be stainless steel and equipped with a safety climb system. The reservoir will be designed to prevent any stormwater intrusion to maintain the water quality of the reclaimed water.

Reservoir Mechanical

A control structure or mechanical piping system will be designed in a future phase of this project to split reclaimed water flows to the reservoir and to Eagle Lake. Due to the volume differences between the reservoir and Eagle Lake, the intent of the control structure would be to prioritize filling the reservoir first. The reservoir inlet pipe will be ductile iron outside of the reservoir, stainless steel under and through the reservoir foundation, and coated steel within the reservoir. The inlet pipe sizing and location will be determined during future phases of the project.

The separate outlet pipe also will be coated steel pipe inside the reservoir, stainless steel piping through the reservoir, and ductile iron piping outside the reservoir. There also will be new ductile iron piping from the reservoir outlet to the City's municipal irrigation pump station clearwell. The outlet pipe sizing will be determined during future phases of the project.

The reservoir control structure would direct any reservoir overflow water to Eagle Lake. This will be designed during future phases of the project. Reservoir drainage will also be determined during the design phase of the project and will account for the partially buried or completely buried structure, likely through piping or an accessory structure.

All pipes entering or leaving the reservoir will have expansion joints to allow for differential settling without putting strain on the pipes.

The reservoir will have one roof vent to move air during normal operation and provide vacuum protection for a major drawdown event. The vent system will be confirmed during the design phase of the project.

Reservoir Electrical, Telemetry, and Lighting

The reservoir instrumentation will communicate with the City's Supervisory Control and Data Acquisition (SCADA) system through fiber optic lines. The location of the existing wiring that can be extended to the site will be evaluated during future phases of the project.

The SCADA system at the reservoir site will monitor reservoir levels, notify staff of access hatch intrusion, and notify the City if there is an overflow event. Updates to the telemetry system at

the IPS will allow City operators to monitor and control water levels in Eagle Lake and the bypass control structure.

The reservoir will have site lighting to help facilitate City staff to access the reservoir anytime throughout the day. Additional security measures will be determined during future phases of the project.

Operations and Maintenance Considerations

City WRF staff would operate and maintain the proposed reservoir and control structure, but the required labor is expected to be minimal due to the passive nature of these distribution system improvements.

If irrigation water is required in early spring before the WRF starts producing Class A reclaimed water regularly, then the irrigation system should be configured to be supplemented with potable water through an air gap or an approved backflow prevention device for potable cross-connection control.

The City can plan on shock chlorinating the transmission main, reservoir, and pipeline routinely as a maintenance procedure to ensure sanitary conditions at the start of each irrigation season. The emergency chlorination injection point can be activated for this activity. At the end of each irrigation season, the irrigation distribution system can be flushed and drained as much as possible.

Once construction of the reclaimed water reservoir is complete, the City will update its *Reclaimed Water Operations and Maintenance Manual* per the NPDES Permit requirements. This will include shock chlorination and flushing protocols for the reclaimed water distribution system, updates to the sign maintenance program, and cross-connection control maintenance activities, such as proper backflow prevention assembly testing protocols.

Planning-Level Capital Costs

This section summarizes the capital costs of the reclaimed water storage tank alternatives presented in **Figure 6**. **Table 4** presents an opinion of probable construction and overall project costs for a proposed reservoir on Sites 1 through 3, as these three sites have similar capital costs related to being undeveloped with minimal existing infrastructure and utilities. **Table 5** presents an opinion of probable cost for Site 4, which is significantly higher than Sites 1, 2, and 3 due to the shallow and wide geometry of the proposed tank to make the WRF location feasible. **Table 6** presents an opinion of probable cost for Site 5, which constructs a new clarifier to function as a reclaimed water reservoir. **Table 7** presents an opinion of probable cost for Site 6, which locates the proposed reservoir directly adjacent to the IPS. Costs and contingencies will be further refined during future phases of the project.

Table 4
Engineer’s Opinion of Probable Capital Cost for Sites 1 through 3 (Greenfield Sites)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$265,000
Site Work	LS	\$275,000
Structural	LS	\$2,239,000
Utility	LS	\$100,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal		\$2,979,000
Construction Contingency (30%)		\$894,000
Sales Tax (8.9%)		\$265,200
Total Estimated Construction Cost		\$4,139,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,449,000
City Project Administration		\$621,000
Total Project Cost		\$6,300,000

Table 5
Engineer’s Opinion of Probable Capital Cost for Site 4 (at WRF)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$323,000
Site Work	LS	\$300,000
Structural	LS	\$2,688,000
Utility	LS	\$90,000
Electrical, Telemetry, and Automatic Control	LS	\$150,000
Construction Cost Subtotal		\$3,551,000
Construction Contingency (30%)		\$1,066,000
Sales Tax (8.9%)		\$316,000
Total Estimated Construction Cost		\$4,933,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,727,000
City Project Administration		\$740,000
Total Project Cost		\$7,400,000

Table 6
Engineer’s Opinion of Probable Capital Cost for Site 5 (WRF Clarifier)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$302,000
Site Work	LS	\$450,000
Structural	LS	\$1,715,000
Utility	LS	\$450,000
Electrical, Telemetry, and Automatic Control	LS	\$400,000
Construction Cost Subtotal		\$3,317,000
Construction Contingency (30%)		\$996,000
Sales Tax (8.9%)		\$296,000
Total Estimated Construction Cost		\$4,610,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,614,000
City Project Administration		\$692,000
Total Project Cost		\$7,000,000

Table 7
Engineer’s Opinion of Probable Capital Cost for Site 6 (at IPS)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$316,000
Site Work	LS	\$400,000
Structural	LS	\$1,910,000
Utility	LS	\$750,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal		\$3,476,000
Construction Contingency (30%)		\$1,041,000
Sales Tax (8.9%)		\$309,000
Total Estimated Construction Cost		\$4,826,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,687,000
City Project Administration		\$723,000
Total Project Cost		\$7,300,000

Sites 1, 2, and 3 are the lowest cost options for the proposed reclaimed water reservoir and are to be further explored during future phases of this project. Locating the reservoir at the WRF (Site 4) was eliminated since it is more expensive and would reduce the amount of expandable area at the WRF. While developing a third WRF clarifier (Site 5) would be more expensive than Sites 1 through 3, it has the benefit of being converted into a future clarifier when needed.

However, this option postpones a true reclaimed water storage solution for the future and has been eliminated. Building the reservoir directly at the IPS (Site 6) would require a massive reconstruction of below-grade utilities; this option has been eliminated due to the additional cost and unknown risks.

Conclusions and Next Steps

The recommended alternative to comply with the Reclaimed Water Rule is for the City to store reclaimed water in a proposed reservoir, separating this supply. The proposed reservoir should be located in an open area near the Golf Course away from existing infrastructure and utilities (proposed Sites 1, 2, and 3). The irrigation system is a non-expanding system with no proposed new reclaimed water users in the near future. The existing infrastructure was operated and maintained for more than two decades with no public health concerns since the City irrigates overnight to minimize human exposure. Implementing a chlorination system to provide a chlorine residual would incur extensive costs and labor for minimal benefit.

The predesign and site selection will be finalized in 2023. A preliminary environmental review and planning-level State Environmental Policy Act (SEPA) Checklist has been prepared and is attached as **Appendix A**. The SEPA Checklist will be amended to a project-level SEPA in a future phase of this project after site selection. Design of the recommended improvements is anticipated to begin in 2024, with the goal to have construction complete by June 30, 2026, to comply with the milestones listed on the Permit. The preliminary design-level cost estimate for this project is between \$6,000,000 to \$7,000,000, depending on the selected tank location.

Appendix A

SEPA Checklist

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the [Supplemental Sheet for Nonproject Actions \(Part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

Reclaimed Water Distribution System Improvements

2. Name of applicant:

City of Snoqualmie (City) Public Works Department

3. Address and phone number of applicant and contact person:

Andrew Vining, PE, Project Engineer
 City of Snoqualmie Public Works
 38624 SE River Street
 Snoqualmie, WA 98065
 (425) 831-8919, ext. 3004

4. Date checklist prepared:

October 6, 2023

5. Agency requesting checklist:

City Planning Department and Washington State Department of Ecology (Ecology)

6. Proposed timing or schedule (including phasing, if applicable):

The *Reclaimed Water Distribution System Engineering Report* (Engineering Report) (RH2, 2023) is undergoing final review and pending approval with Ecology, which is planned to occur before the end of 2023. The predesign and site selection for the reservoir will be finalized in late 2023. Design of the recommended improvements is anticipated to begin in 2024, with the goal of having construction complete by June 30, 2026, to comply with the requirements of Ecology's Reclaimed Water Rule and with Permit Section R8.A.1 of the City's current National Pollutant Discharge Elimination System (NPDES) Permit.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The existing City irrigation system is a non-expanding reclaimed water system. The City does not currently intend to increase the service area or number of customers that receive reclaimed water. Future improvements or expansion of the reclaimed water system would be covered in future State Environmental Policy Act (SEPA) review, as needed.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The Engineering Report, which includes a reclaimed water system alternatives analysis and preliminary design information for a preferred site alternative, has been prepared in support of this project. This SEPA Checklist has been prepared to accompany the Engineering Report review through Ecology, as well as detail anticipated project

improvements to the extent they are presently defined. Additional environmental documentation is anticipated to be prepared for construction of a preferred alternative, as well as for compliance with permitting processes, including the State Environmental Review Process (SERP) through Ecology. SERP is anticipated to be completed for this project as a condition of receiving Clean Water State Revolving Fund (CWSRF) funding.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No pending applications or approvals are known.

10. List any government approvals or permits that will be needed for your proposal, if known.

This SEPA will be processed by the City to accompany the Engineering Report. A project-level SEPA will be prepared following site selection and subsequent design. Approvals needed for the project include the following.

- Project Design/Construction Review and Approval – Washington State Department of Health (DOH) and Ecology
- SERP Compliance is anticipated to be required for the project pending award of CWSRF funding, including the following components – Ecology
 - Environmental Review (SEPA) (for project-level improvements)
 - Public participation/engagement
 - Section 106 National Historic Preservation Act (NHPA) Cultural Resources Review
 - Environmental Justice Review
 - Compliance with applicable federal cross cutters, as needed (e.g., Clean Air Act, Endangered Species Act, etc.)
- Proposed Use of Bonneville Power Administration (BPA) Right-of-Way Approval would be needed for select potential reservoir sites – BPA
- Clearing and Grading Permit – City
- Critical Areas Review would be needed for select potential reservoir sites – City
- Commercial Building Permit – City

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The City's Water Reclamation Facility (WRF) produces Class A reclaimed water and supplies it to Eagle Lake via a transmission main that traverses State Route (SR) 202 and Snoqualmie Parkway. Class A water is stored in Eagle Lake as irrigation supply for the City's Class A distribution system and the Snoqualmie Ridge Golf Course (Golf Course). Reclaimed water is

distributed to the above-mentioned sources via the City-owned Irrigation Pump Station (IPS) located near Eagle Lake.

In 2021, Ecology issued the City's updated NPDES Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule in Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff."

To comply with the 2018 update of the Reclaimed Water Rule, the City is proposing construction of a new closed reservoir to store and separate reclaimed water generated by the WRF from Eagle Lake. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the City's Class A distribution system. The proposed closed reservoir also would involve construction of a new reclaimed water pipeline to the IPS. Six potential reservoir sites are identified in the Engineering Report and four are being evaluated further to determine the optimal location for the new facility.

This SEPA Checklist is being included with the Engineering Report review and is intended to satisfy planning-level SEPA review. To the extent that details are known for the proposed alternative reservoir sites, they have been included; however, the City anticipates preparation of a project-level SEPA once the reservoir site is selected and subsequent design is completed.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Potential reservoir sites identified in the Engineering Report are all within City limits. Potential reservoir sites 1, 2, and 3 are in the Snoqualmie Ridge neighborhood, near the Golf Course. Potential reservoir site 4 is within the footprint of the City's existing WRF. The proposed reclaimed water transmission main alignment would be dependent on the reservoir site selected, but generally would traverse along existing rights-of-way from the IPS to the new reclaimed water reservoir. These reservoir sites are in the eastern half of Section 25, Township 24 North, Range 07 East.

Potential reservoir sites 1 and 2 are located within the BPA overhead power line corridor on parcel no. 2524079001, which encompasses the Golf Course. These sites are along an unnamed private road that spans south to north from Snoqualmie Parkway to SE Ridge Street through the Golf Course and is primarily used for Golf Course operations and maintenance.

Potential reservoir site 3 is located on parcel no. 2624079045, northwest of Eagle Lake, on the northwest side of Eagle Lake Drive SE and southwest of the existing IPS.

Potential reservoir site 4 is on parcel no. 3024089079 at the existing WRF site, on the north side of the Snoqualmie River and north of SE Stearns Road, approximately 1.5 miles east of Eagle Lake. Potential reservoir site 4 was determined to have a much higher cost of design and construction due to hydraulic limitations and is omitted from further discussion in this SEPA Checklist.

Refer to the attached **Potential Reservoir Locations** map showing the potential reservoir sites and possible reclaimed water transmission main alignment.

B. Environmental Elements

1. Earth

a. General description of the site:

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope on potential reservoir site 1 is associated with the hillside north of Snoqualmie Parkway and is approximately 5 percent. Potential reservoir site 2 is generally flat with some gentle hills. The steepest slope on potential reservoir site 3, associated with the Golf Course and the road embankment of Eagle Lake Drive, is approximately 13 percent.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

According to the Natural Resources Conservation Service soil survey data, the potential reservoir sites are entirely within the Tokul gravelly medial loam, 8 to 15 percent slopes, soil map unit, which is comprised of a moderately well drained gravelly medial loam that develops from volcanic ash mixed with loess over glacial till on hillslopes or till plains. This soil is classified as a farmland of statewide importance and is not hydric.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Earthwork would be needed to construct a new approximately 480,000-gallon water reclamation reservoir, install a reclaimed water transmission main from the new reservoir to the existing IPS and install associated power and communication lines between the new reservoir and the existing IPS. Earthwork quantities vary between the potential reservoir sites and will be further detailed in the planned project-level SEPA.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Erosion could occur during construction and clearing activities; however, construction best management practices (BMPs) will be included in the project design to reduce the chance for erosion, water quality impacts, and sedimentation resulting from construction activities.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Some impervious surfaces, associated with roadways and existing facilities, are present in the existing site areas. The proposed improvements would construct a partially buried reclaimed water reservoir, potentially increasing impervious surfaces. The project-level SEPA will detail anticipated impervious surface percentages associated with the selected reservoir site.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

During construction, appropriate temporary erosion and sedimentation control (TESC) measures will be implemented to limit the potential for erosion resulting directly from construction activities (e.g., proper soil cover, dust control, inlet protection, sediment control, etc.). TESC measures will be included on the design plans to address erosion control planning for construction of the project. The finished project is not expected to result in erosion.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Temporary exhaust and dust emissions from construction equipment and vehicles are anticipated during construction but would not be present post-construction.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Construction equipment and vehicles shall conform with Washington State standards for air quality, including using properly functioning equipment and vehicles that have passed emissions testing, using clean-burning fuels when possible, limiting diesel exhaust, limiting vehicle idling, etc.

3. Water

a. Surface Water:

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Eagle Lake is an approximately 5-acre manmade waterbody surrounded by residential neighborhoods near the center of the Golf Course. Eagle Lake is a closed depression that is currently supplied by Class A reclaimed water from the City's WRF and has no natural outlet. Reclaimed water is stored and pumped from Eagle Lake via the IPS for land application of irrigation water at the Golf Course and throughout the City. Upon project completion, water allocated for the City's Class A distribution system will bypass Eagle Lake and be stored in the new reclaimed water reservoir.

Wetland and/or stream habitat may be present adjacent to some of the potential reservoir sites; however, site selection and subsequent design is needed to accurately determine project proximity and impacts to these features.

Water in the surrounding region generally drains to the Snoqualmie River, which flows to the northwest. Eagle Lake and drainage associated with the Golf Course do not flow into the Snoqualmie River; therefore, the Snoqualmie River will be unaffected by this proposal.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Reservoir site selection and additional design is needed to determine proximity and/or impacts to streams or wetlands. It is anticipated that project design will occur in a manner that minimizes impacts to these critical areas.

No impacts to Eagle Lake or the Snoqualmie River are anticipated for any of the potential reservoir sites during construction and upon project completion.

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None. The project will not involve fill or excavation within wetlands or waters of the state.

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.

No.

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No Federal Emergency Management Agency mapped flood zones occur on or within proximity to the project sites.

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water:

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the

well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.

No.

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable.

c. Water Runoff (including stormwater):

1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Surface water in the area is currently and will remain intercepted and routed directly to existing stormwater infrastructure associated with residential neighborhoods, public roadways, and the Golf Course. The completed project will not impact the existing runoff patterns of the site.

2. Could waste materials enter ground or surface waters? If so, generally describe.

No.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

BMPs will be implemented to avoid and minimize potential impacts to nearby areas during project construction. Project design will be completed to adhere to applicable local, state, and federal regulations that provide standards to reduce and control impacts to surface, ground, and storm waters and drainage patterns.

4. Plants

- a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

orchards, vineyards, or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

- water plants: water lily, eelgrass, milfoil, other**
- other types of vegetation**

b. What kind and amount of vegetation will be removed or altered?

Varying amounts of common lawn grasses and/or disturbed weedy vegetation will be removed for construction of the proposed reclaimed water reservoir. The amount and type of vegetation to be removed is dependent on the selected reservoir site, and this will be further detailed in a project-level SEPA.

c. List threatened and endangered species known to be on or near the site.

Based on a review of U.S. Fish and Wildlife Service (USFWS) Endangered Species Act maps and data, Washington State Department of Natural Resources Natural Heritage Data, and Washington Department of Fish and Wildlife Priority Habitats and Species data, the potential reservoir sites and surrounding areas do not support threatened or endangered plant species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

To be determined with subsequent project design and detailed in subsequent project-level SEPA.

e. List all noxious weeds and invasive species known to be on or near the site.

According to the King County iMap GIS database, tansy ragwort (*Senecio jacobaea*), a King County Class B noxious weed, was observed near the potential reservoir sites.

5. Animals

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

b. List any threatened and endangered species known to be on or near the site.

According to USFWS Information for Planning and Consultation database, gray wolf (*Canis lupus*), North American wolverine (*Gulo gulo luscus*), marbled murrelet (*Brachyramphus marmoratus*), yellow-billed cuckoo (*Coccyzus americanus*), bull trout (*Salvelinus confluentus*), and monarch butterfly (*Danaus plexippus*) may be present in the area. However, based on the developed nature of the site, suitable habitat for these species is not present on or in the immediate vicinity of the project site. No threatened or endangered species or their habitats are anticipated to be present on or near the site.

c. Is the site part of a migration route? If so, explain.

The project area is within the Pacific Flyway migration route; therefore, it may provide habitat for migratory bird species. USFWS data shows five migratory species recognized as Birds of Conservation Concern that may be found in the project area (e.g., evening grosbeak, olive-sided flycatcher, rufous hummingbird, etc.).

d. Proposed measures to preserve or enhance wildlife, if any.

None anticipated at this time.

e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Gasoline and oil will be used to fuel equipment for construction of the project. Electric energy will continue to be used to operate pumps for the IPS.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

None known at this time.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.

No.

1. Describe any known or possible contamination at the site from present or past uses.

None known.

a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Construction of the project will utilize oil- and gas-fueled equipment and may require temporary fuel storage onsite. These uses do carry some risk of spill; however, the risk should be minimized with the implementation of spill control methodologies to be outlined in the project design and technical specifications in accordance with Washington State pollution control standards.

c. Describe special emergency services that might be required.

No special emergency services are anticipated.

d. Proposed measures to reduce or control environmental health hazards, if any.

No additional measures beyond those mentioned previously.

b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic noise, associated with Eagle Lake Drive SE and other roadways, is present at the site but is not anticipated to impact the project.

2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?

Temporary construction noise will occur to install the proposed reclaimed water reservoir. The contractor will need to follow regulations set forth in Snoqualmie Municipal Code (SMC) 9.36.020, including controlling the level and timing of construction noise. The completed project will not produce noise disturbance above ambient levels at the site.

3. Proposed measures to reduce or control noise impacts, if any.

No additional measures beyond those mentioned previously.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

All potential reservoir sites are along the City's existing 10-inch reclaimed water Class A transmission main alignment. Land uses near the potential reservoir sites include public and private roadways, the BPA overhead power line corridor, and Golf Course operations. Additional design and project-level SEPA completion will further define land uses in proximity to the selected reservoir site, as well as potential impacts to current surrounding land uses.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

- c. Describe any structures on the site.**

Potential reservoir sites 1 and 2 contain few above-ground structures including BPA overhead power lines and associated power poles, buildings that house Golf Course facilities and equipment, and other miscellaneous structures. No above-ground structures are present at potential reservoir site 3.

- d. Will any structures be demolished? If so, what?**

No.

- e. What is the current zoning classification of the site?**

According to the City's Official Zoning Map 2016, the entire project is within the Mixed Use (MU) local zoning classification.

- f. What is the current comprehensive plan designation of the site?**

The current comprehensive plan designation of the site is MU.

- g. If applicable, what is the current shoreline master program designation of the site?**

Not applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

Wetlands and/or streams could be present adjacent to select potential reservoir sites.

- i. Approximately how many people would reside or work in the completed project?**

None.

- j. Approximately how many people would the completed project displace?**

None.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

None proposed.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

The proposed project is consistent with existing and projected land uses. With subsequent design, project land use approval, including review of consistency with existing and projected land uses, will be completed by the City's Community Development Department

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

None proposed.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any.

Not applicable.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The proposed reclaimed water reservoir is anticipated to be approximately 24 feet tall, with up to 10 feet of the structure above grade. No other above-ground structures are proposed.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any.

Following site selection, design of the selected reclaimed reservoir site will be conducted to minimize aesthetic impacts. Specific measures will be detailed in a project-level SEPA.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any.

None proposed.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Potential reservoir sites 1, 2, and 3 are located within the Golf Course.

Additionally, Snoqualmie Falls, a popular scenic attraction, is located approximately 1 mile northeast of Eagle Lake. Associated with the 270-foot waterfall is a 2-acre park, gift shop, observation deck, and the Salish Lodge.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The project will not impact the continued use of existing recreational opportunities in proximity to the site.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

None proposed.

13. Historic and Cultural Preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Approximately 1.25 miles to the east of the potential reservoir sites is the Snoqualmie Falls Hydroelectric Power Plant Historic District and the Snoqualmie Falls Cavity Generating Station, both listed on the National Register of Historic Places and the Washington Heritage Register. The proposed improvements will not affect either of these historic places.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known. According to the Washington State Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archeological Records Data (WISAARD) predictive model database, the proposed reservoir project sites are within an area with moderately low risk of containing as-yet unidentified archaeological sites. However, construction in the project footprint will occur primarily in previously disturbed areas associated with the Golf Course, so the probability of inadvertent discovery is anticipated to be minimal. A Cultural Resources Assessment will be prepared and reviewed as part of the project.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

It is anticipated a professional cultural resources consultant will conduct a background review, contact DAHP and area Tribes, conduct field investigations, and prepare a report, as necessary, to identify archaeological and historic evidence in the selected reclaimed water reservoir project location and evaluate the potential for the project to affect cultural resources.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

Specific cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA.

14. Transportation

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The potential reservoir sites can be accessed via Snoqualmie Parkway. All potential reservoir sites are serviced by SR 202 and Interstate 90.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The nearest transit stops to the project site are served by SR 202, both located approximately ½ mile south on Railroad Avenue.

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

None proposed.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

None.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

No.

g. Proposed measures to reduce or control transportation impacts, if any.

None proposed.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable.

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Proposed utilities to be installed at the selected reclaimed water reservoir site include a Class A reclaimed water reservoir, pipeline, and power and communication lines.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X 
Andrew Vining (Oct 9, 2023 09:02 PDT)

SEPA Responsible Official

Type name of signee: Andrew Vining, PE

Position and agency/organization: Project Engineer/City of Snoqualmie

Date submitted: 10/9/2023

D. Supplemental sheet for nonproject actions

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

This proposal would not directly increase discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise. The site selection alternatives outlined in the Engineering Report will divert reclaimed water currently conveyed to Eagle Lake to a new closed reservoir for separate storage and City Class A reclaimed water use, thereby preventing comingling of City irrigation water with other sources and reducing the amount of reclaimed water discharged to Eagle Lake in the long-term.

- **Proposed measures to avoid or reduce such increases are:**

The proposed Engineering Report and subsequent reclaimed water system improvements will bring the City's reclaimed water system into compliance with the requirements of its current NPDES Permit. The changes are prompted by the 2018 modifications to the Reclaimed Water Rule, Chapter 174-219 WAC. Improvements and preliminary design described in the Engineering Report shall be compliant with local, state, and federal laws governing discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Engineering Report and reclaimed reservoir site selection alternatives have been developed with consideration for avoidance and minimization of impacts to plants, animals, fish, and marine life. Site selection alternatives are in areas of previous disturbance, including the Golf Course, roadways, improved roadside shoulder areas, and along the alignment of the existing Class A reclaimed water transmission main and other utilities. Since the sites are entirely in previously disturbed areas, which coincide with areas providing low habitat value, impacts to plants, fish, and other wildlife are anticipated to be minimal.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

No additional measures, as it pertains to the Engineering Report and preliminary design information, are proposed to protect, or conserve plants, fish, and other wildlife currently. After the preferred site alternative has been selected, and during design, the City will evaluate potential impacts to plants, animals, fish, or marine life. These proposed Class A reclaimed water improvements will be designed in accordance with City critical areas regulations and state and federal laws governing the protection of natural resources and fish and wildlife. The City will prepare a project-level SEPA,

once the reservoir site is selected and subsequent design is complete, that will include a further review of potential vegetation and wildlife impacts.

3. How would the proposal be likely to deplete energy or natural resources?

Findings from the Engineering Report indicate that no impacts to energy or natural resources are anticipated for any of the potential reservoir sites. The proposed alternatives utilize existing pumps for irrigation water; therefore, no additional permanent energy needs are anticipated.

- **Proposed measures to protect or conserve energy and natural resources are:**

None proposed.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The site selection alternatives identified in the Engineering Report avoid and minimize, to the maximum extent possible, impacts on environmentally sensitive areas or areas designated for governmental protection. Impacts to wetlands and/or wetland buffers and areas containing cultural resources are possible, dependent on the site alternative selected; however, the City anticipates preparation of a project-level SEPA, once subsequent design is complete, that will include a further review of potentially impacted environmentally sensitive areas or areas designated for governmental protection.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

Specific critical areas and cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA. No additional measures to avoid or reduce impacts to environmentally sensitive areas or areas designated for governmental protection are proposed currently.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The improvements provided in the Engineering Report are compatible with existing land use plans, including the *Snoqualmie Comprehensive Plan 2032*, *Snoqualmie Ridge II Development Standards*, and the *Snoqualmie Ridge Class "A" Water System and Irrigation Plan*. Improvements will not impact land or shoreline use in the region.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

The proposed Engineering Report and reclaimed water system improvements would continue to allow all permissible land and shoreline uses in the Mixed Use zone of the City. No additional measures to avoid or reduce shoreline and land use impacts are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal is not likely to increase demands on transportation or public services and utilities. The existing City irrigation system is a non-expanding reclaimed water system

and the proposed improvements described in the Engineering Report would only serve to separate the City's reclaimed water storage from the Golf Course supply.

- **Proposed measures to reduce or respond to such demand(s) are:**

No measures to reduce or respond to such demands are proposed currently. In the event that the City experiences an increase in service area or number of customers that receive reclaimed water, improvements or expansion of the reclaimed water system would be covered in future SEPA review, as needed.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed Engineering Report and subsequent improvements are being developed to comply with state requirements for protection of the environment, including Chapter 173-219 WAC. Through the City's NPDES Permit, Ecology is requiring the reclaimed water system to be modified to "... not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The proposed Engineering Report analyzes alternatives and proposes reclaimed water system improvements to fulfill NPDES Permit requirements. No conflict with any other local, state, or federal laws or requirements are anticipated because of this proposal.

Figures



LEGEND

- WATER RECLAMATION FACILITY
- CLASS A PUMP STATION
- 10" RECLAIMED WATER CLASS A TRANSMISSION MAIN
- CITY RECLAIMED WATER SYSTEM IRRIGATION PIPING

FIGURE 1: EXISTING RECLAIMED WATER SYSTEM MAP

RECLAIMED WATER DISTRIBUTION SYSTEM
ENGINEERING REPORT



SCALE: 1" = 800'

0" 1/2" 1"

DRAWING IS FULL SCALE UNLESS NOTED OTHERWISE



FIGURE 6: POTENTIAL RESERVOIR LOCATIONS

RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT



SCALE: NTS
 0" 1/2" 1"
 DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON, AUTHORIZING THE EXECUTION OF A WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY FOR THE DESIGN AND CONSTRUCTION OF THE RECLAIMED WATER SYSTEM IMPROVEMENTS; AND AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, the Washington State Department of Ecology (Ecology) has established the Clean Water State Revolving Fund (CWSRF) to provide financial assistance for utility projects of local governments; and,

WHEREAS, the City of Snoqualmie (City) applied for CWSRF funding to finance the design and construction of the Reclaimed Water System Improvements; and,

WHEREAS, the City was awarded a \$6,866,000 loan (Loan) as provided in the Water Quality Combined Financial Assistance Agreement (WQC-2025-Snoqua-00167) (Agreement) from Ecology CWSRF to aid in financing the design and construction costs of the Reclaimed Water System Improvements; and,

WHEREAS, the Loan will bear interest at a rate not to exceed 1.6% per annum; and,

WHEREAS, the Loan will have a maximum term of 30-years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization of Agreement.

The City hereby accepts the Loan from Ecology (No. WQC-2025-Snoqua-00167) in the amount of \$6,866,000.

The Loan shall be a special fund obligation of the City, payable solely from and secured by net revenues of the City's sewer system, subordinate to the City's senior lien obligations. The City hereby pledges net revenue of the sewer system to the repayment of the Loan. The Loan shall not be a general obligation of the City, and neither the full faith and credit nor the taxing power of the City is pledged for such purpose.

Section 2. Authorization for Contract Execution.

The Mayor is authorized to execute the Agreement with Ecology in order to facilitate the Loan for the design and construction costs needed to complete the Reclaimed Water System Improvements. The Loan shall be evidenced by the Agreement and other documents, including but not limited to a loan agreement, amendment to Agreement, and/or repayment schedule between the City and Ecology. The Mayor is further authorized to execute any such documents, agreements, contracts, repayment schedules, and certificates as determined to be necessary in order to carry out the terms of this resolution and the Agreement.

PASSED by the City Council of the City of Snoqualmie, Washington, this day of February 2025.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

Dena Burke, City Attorney

Agreement No. WQC-2025-Snoqua-00167**WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF SNOQUALMIE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Snoqualmie, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Reclaimed Water Distribution System Improvements
Total Cost:	\$6,866,000.00
Total Eligible Cost:	\$6,866,000.00
Ecology Share:	\$6,866,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2027
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Snoqualmie River through the design and construction of a pump station and closed reservoir to store and separate reclaimed water supplied by the City’s existing Water Reclamation Facility in Snoqualmie, Washington. This project maintains water quality of Class A reclaimed water and complies with the City’s NPDES permit and the Reclaimed Water Rule.

Project Long Description:

This project improves water quality in the Snoqualmie River through the design and construction of a pump station and closed reservoir to store and separate reclaimed water supplied by the City’s existing Water Reclamation Facility in Snoqualmie, Washington. This project maintains water quality of Class A reclaimed water and complies with the City’s NPDES permit and the Reclaimed Water Rule.

The City owns and operates a Water Reclamation Facility (WRF) that supplies Class A reclaimed water. Following enhanced sand filtration and ultraviolet light disinfection, reclaimed water is currently pumped to a lined storage pond referred to as the Eagle Lake non-restricted recreational impoundment. The reclaimed water is stored in Eagle Lake as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City-owned irrigation pump station located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. The WRF and distribution system were constructed in 1998-1999 in compliance with the 1997 Water Reclamation and Reuse Standards in effect at the time.

In 2018, the Reclaimed Water Rule (Chapter 173-219 Washington Administrative Code) went into effect and updated the standard for reclaimed water in Washington State. Under the new rule, deficiencies in the distribution system were noted, including the potential for urban stormwater runoff to degrade the reclaimed water stored in Eagle Lake. In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (NPDES) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system based on the 2018 Reclaimed Water Rule.

Alternatives to upgrade the distribution system, were evaluated in, "Reclaimed Water Distribution System Engineering Report", dated October 2023, prepared by RH2 Engineering, Inc., and approved by Ecology December 12, 2023. Storage of reclaimed water in a closed reservoir was the recommended alternative.

During preliminary design activities, the existing irrigation pump station was evaluated with results presented in a, Reclaimed Water Irrigation Pump Station Technical Memorandum, dated August 1, 2024, and prepared by RH2 Engineering, Inc. The evaluation recommends replacement of the existing irrigation pump station, which is 25 years old, in poor condition, and requires major structural improvements to connect to the new reservoir. A new irrigation pump station adjacent to the new reclaimed water reservoir is recommended and has been incorporated into the project scope.

This project includes the design and construction of a closed reclaimed water reservoir and an irrigation pump station in the vicinity of Eagle Lake to ensure that the City of Snoqualmie's reclaimed water system is compliant with the 2018 Reclaimed Water Rule and its NPDES permit, and to prevent degradation of Class A reclaimed water prior to use for irrigation.

Overall Goal:

The primary goal of this project is to improve the City of Snoqualmie's reclaimed water distribution system to ensure Class A water quality and comply with the City's NPDES permit and the 2018 Reclaimed Water Rule. This project will improve the existing reclaimed water infrastructure, maintain reduced pollutant loading to the Snoqualmie River, and provide a more resilient utility and watershed.

Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

RECIPIENT INFORMATION

Organization Name: City of Snoqualmie

Federal Tax ID: 91-6001504
 UEI Number: Q5DPXJLJQLV3

Mailing Address: PO Box 987
 Snoqualmie, WA 98065

Organization Email: khenderson@snoqualmiewa.gov
 Organization Fax: (425) 831-6041

Contacts

<p>Project Manager</p>	<p>Andrew Vining Project Engineer</p> <p>38624 SE River St Snoqualmie, Washington 98065 Email: avining@snoqualmiewa.gov Phone: (425) 888-1555</p>
<p>Billing Contact</p>	<p>Janna Walker</p> <p>38624 SE River St Snoqualmie, Washington 98065 Email: jwalker@snoqualmiewa.gov Phone: (425) 888-1555</p>
<p>Authorized Signatory</p>	<p>Katherine Ross Mayor</p> <p>38624 SE River St Snoqualmie, Washington 98065 Email: kross@snoqualmiewa.gov Phone: (425) 888-1555</p>

Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Sue Cook</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: SUEC461@ecy.wa.gov Phone: (425) 758-7776</p>
<p>Financial Manager</p>	<p>Sean Mellon</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 628-7318</p>
<p>Technical Advisor</p>	<p>Kevin Leung</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: kleu461@ecy.wa.gov Phone: (425) 200-8996</p>

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$30,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$955,000.00

Task Title: Permitting and Design

Task Description:

A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will prepare a Fiscal Sustainability Plan (FSP). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed below has been developed and is being implemented:

- B.1. An inventory of critical assets that belong to the utility
- B.2. An evaluation of the condition and performance of the critical assets
- B.3. A plan to maintain, repair, and replace the critical assets and to fund those activities
- B.4. A plan to coordinate utilities, including water, sewer, stormwater, and transportation for work in the right-of-way
- B.5. A process to evaluate and implement water and energy conservation efforts as part of the plan

C. The RECIPIENT will conduct an Investment Grade Efficiency Audit (IGEA) to review their energy use for cost-effective energy savings. In lieu of preparing a full IGEA, the Recipient may provide a signed letter memorandum indicating "no obtainable energy savings" if the project design includes only minimal energy use or no new energy use. The recipient may submit documentation of an energy efficiency review conducted within the last five years.

D. The RECIPIENT will design a new pump station and closed reservoir to store reclaimed water consistent with the recommended alternative presented in the approved engineering report. Construction contract documents developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC.

E. The construction contract documents (plans and specifications), will be approved by the RECIPIENT prior to submittal for ECOLOGY review. Construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. The project manager may request plans be submitted in either PDF or other electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. An updated construction cost estimate will be submitted with each plan/specification submittal. The project manager may request a spreadsheet of the estimate in electronic file format.

F. The RECIPIENT will complete the facility designs within one year of Ecology signing this AGREEMENT.

G. The RECIPIENT will submit the minimum requirements as outlined in the Environmental Information Document (EID) Guidance, Section A and in the State Environmental Review Process (SERP) EID at the time construction contract documents are submitted to ECOLOGY for approval.

H. The RECIPIENT will provide an Ecology Cultural Resources Review form as part of the minimum SERP requirements. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground-disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

I. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Permitting and Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for professional services and documentation of the RECIPIENT’s process for procuring professional services.	
2.2	Certification in EAGL that the Fiscal Sustainability Plan has been developed and is being implemented.	
2.3	Documentation of an energy efficiency review.	
2.4	Copies of the final construction contract documents (plans and specifications).	
2.5	Complete SERP EID.	
2.6	Ecology Cultural Resources Review form.	
2.7	Inadvertent Discovery Plan.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$4,943,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY’s State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts in the construction contract documents as applicable. The RECIPIENT will submit Bid Tabs, the Notice of Award, a copy of the executed contract, and Notice to Proceed before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved construction contract documents. The project will include construction of a new irrigation pump station and a closed reservoir to store reclaimed water.

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff to the meeting.

D. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Construction

Deliverables

Number	Description	Due Date
3.1	Bid Tabs, the Notice of Award, a copy of the executed. construction contract and a copy of the Notice to Proceed.	
3.2	Minutes of the pre-construction meeting.	

Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$938,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts, in the contract documents as applicable. The RECIPIENT will submit contracts for construction management services before ECOLOGY provides reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval prior to any ground disturbing activities. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. A significant change in the scope of work may trigger a SERP review and should be discussed and coordinated with ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the monthly/quarterly progress reports.

D. At completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans by the expiration date of this agreement (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. At substantial completion, the recipient will notify ECOLOGY and coordinate the project's closeout with ECOLOGY's Project Manager.

F. At project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

G. The RECIPIENT will prepare and submit an Operations and Maintenance (O&M) manual for the treatment facility, in compliance with WAC 173-240. A DRAFT O&M Manual will be submitted to ECOLOGY for review & approval, early stages of the construction of a facility in accordance with WAC 173-240-080(3).

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

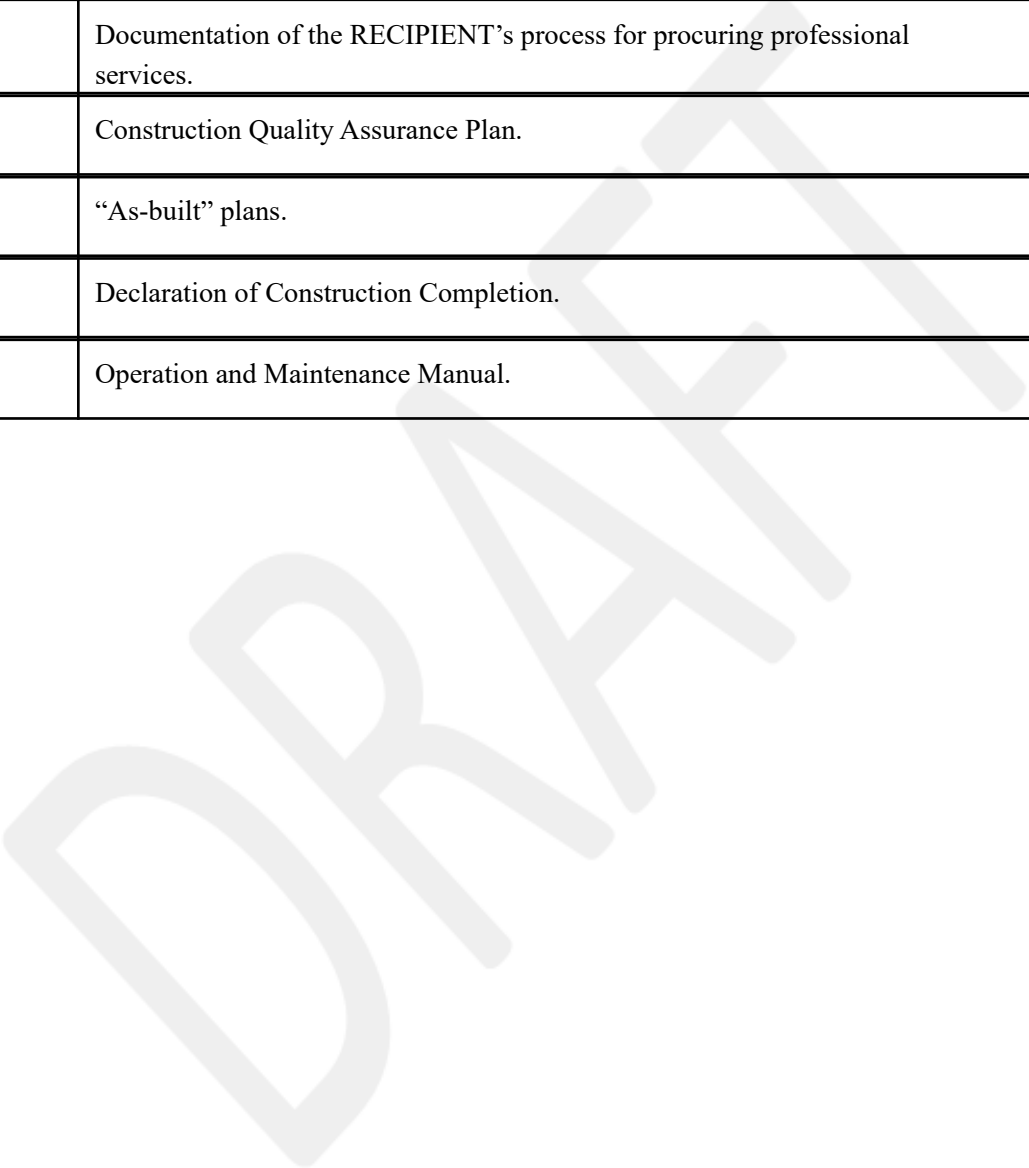
Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT’s process for procuring professional services.	
4.3	Construction Quality Assurance Plan.	
4.4	“As-built” plans.	
4.5	Declaration of Construction Completion.	
4.6	Operation and Maintenance Manual.	



Agreement No: WQC-2025-Snoqua-00167
 Project Title: Reclaimed Water Distribution System Improvements
 Recipient Name: City of Snoqualmie

Item 2.

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$0.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit change orders and associated backup documentation to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. A significant deviation shall be as defined in the Water Quality Program Orange Book, section G1-4.2.6 and mean a change in the selected treatment process, facility size, design criteria, or performance standards that result in changes in expected facility performance or environmental impacts. All other change orders will be executed and submitted to ECOLOGY within 30 days of execution. If the change order contains engineering content a P.E stamp is required.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Change Orders

Deliverables

Number	Description	Due Date
5.1	A copy of all executed change orders.	

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SRF Standard Loan	Task Total
Grant and Loan Administration	\$ 30,000.00
Permitting and Design	\$ 955,000.00
Construction	\$ 4,943,000.00
Construction Management	\$ 938,000.00
Change Orders	\$ 0.00

Total: \$ 6,866,000.00

DRAFT

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0.00 %	\$ 0.00	\$ 6,866,000.00	\$ 6,866,000.00
Total		\$ 0.00	\$ 6,866,000.00	\$ 6,866,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing.

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the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section

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70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in t

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performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron

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or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a

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365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment.

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to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings

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maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or

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services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions