### HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING

#### **District Office**

772 E Chesapeake Drive, Shelton, WA 98584 July 13, 2017 1:00 P.M.

#### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Subscriber Remarks
- 4. Correspondence:
  - FROM: Dept. of Ecology RE: April Discharge Monitoring Report reported pH level
- 5. Present Agenda
- 6. Minutes

#### **REPORTS:**

- 7. Commissioner Reports
- 8. Emergency Preparedness Report
- 9. Financial/Administrative Report:
  - Bills to Be Authorized:
    - o Early Voucher 2017-18
    - o Voucher 2017-19
  - Monthly Financial Report, May 2017
  - Billing Report, May/June 2017
- 10. Manager's Report

#### **BUSINESS:**

- 11. Dept. of Ecology Wastewater Treatment Plant Visit
- 12. I&I/Sewer Inspection Report
- 13. Water Shortage Plan
- 14. HPMA Security House, GM Meet with HPMA GM
- 15. Wastewater Treatment Plant Operations Contract

#### HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING of the BOARD OF COMMISSIONERS June 22, 2017

District Office, 772 E Chesapeake Drive, Shelton, WA 98584

#### **MINUTES**

**PRESENT:** President M.A. Cary, Secretary A. Hospador, Commissioner D. McNabb, Accounting and Administrative Services Manager (AAS) M. Carnahan, General Manager (GM) M. Jeffreys.

**CALL TO ORDER:** The meeting was called to order at 1:00 pm.

**SUBSCRIBER REMARKS:** No subscribers present.

#### **CORRESPONDENCE:**

• FROM: WA State Public Works Board RE: Potential suspension of work on Water Treatment Plant Improvements project if there is a WA state government shutdown.

**PRESENT AGENDA:** The agenda for the June 22, 2017 regular meeting was presented. Commissioner McNabb moved to adopt the agenda as presented. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the agenda was adopted.

MINUTES: The minutes for the June 8, 2017 regular meeting were presented and discussed. Commissioner Hospador moved to approve the minutes as presented. Commissioner McNabb seconded. Hearing 3 ayes and 0 nays, the minutes were approved.

#### REPORTS:

#### **Commissioner Reports:**

- Commissioner McNabb presented an article from AWWA's publication, Opflow, "Adapting to Climate Change."
- Commissioner Hospador remotely attended the WASWD Emergency Preparedness meeting online.

**Emergency Preparedness Report:** The CERT team has eight radios. They performed a radio test on June 13th. The radios were positioned throughout the Pointe with limited success, indicating further tests with extended antennas are necessary. Commissioner Hospador is working on designing the tests.

#### Financial/Administrative Report:

- Bills to Be Authorized:
  - O Voucher 2017-17, in the amount of \$8,722.31, was presented. Commissioner Hospador moved to approve the voucher. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.

- O Voucher CP 48, in the amount of \$9,394.88, was presented. Commissioner Hospador moved to approve the voucher. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.
- Monthly Financial Report: AAS discussed Auditor's Office guidance that the Board performs a monthly review and approval of the District's financial report. The AAS presented options for what reports could be included in this monthly review. Based on the Board's feedback, the AAS will prepare a report for May 2017 for review at the next meeting. The Board will also consider a resolution to adopt a policy for Board financial review.
- Records Rehab and Recovery Training in Tumwater: The WA State Archives is offering a free training on how to implement records management on August 1 in Tumwater. Commissioner Hospador moved to approve AAS attendance and costs. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the motion passed.

Manager's Report: A written report was presented (attached).

#### **BUSINESS:**

Dept. of Ecology Electronic Signature Agreement Form, Authorizing Jeff Palmer to Submit DMRs: Marty Grabill, the District's Wastewater Treatment Plant Operator, and owner of MDG Wastewater and Water Services, has taken a full-time position in Tacoma. His backup, Jeff Palmer, a WWTPO II, has taken over daily operation of the District's wastewater treatment plant. The Dept. of Ecology requires board approval for Mr. Palmer to be authorized to electronically submit the District's Discharge Monitoring Reports. Commissioner McNabb moved to approve and sign the Electronic Signature Agreement Form. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the motion passed.

Water Shortage Plan: The GM presented a draft updated water shortage response plan. Commissioner McNabb moved to table discussion of the water shortage response plan until the next regular meeting. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the motion passed.

**HPMA Security House, District Office:** The Board directed the GM to meet with the HPMA general manager to discuss potential options for renting or buying the security house.

Newsletter Draft Review: The first draft of the July/August newsletter was presented and reviewed.

Meeting adjourned at 3:30 pm.
Respectfully Submitted By:
Andrew Hospador, Secretary
Approved at the Regular Meeting of the Board on:



### STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300 711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

Mr. Marty Grabill Wastewater Treatment Plant Manager Hartstene Pointe Water-Sewer District 772 Chesapeak Drive Shelton, WA 98584

Re:

National Pollutant Discharge Elimination System (NPDES) Permit No. WA0038377, Hartstene Pointe

Wastewater Treatment Plant

Dear Mr. Grabill:

June 28, 2017

Your April 2017 Discharge Monitoring Report (DMR) indicates that your discharge did not comply with your permit requirements.

Monitoring Parameter	Sample Measurement	Permit Requirement
pH (MIN)	5.82 SU	6.0 SU

Failures to meet permit limits are violations of your NPDES permit. You should be aware that violations are subject to enforcement action including administrative orders to correct the problem and/or civil penalties, in accordance with Chapter 173-220-230 of the Washington Administrative Code (WAC).

If your violations are chronic, you should contact us and tell us what steps you are taking to bring your facility back into compliance. Noncompliance reporting is a condition of your permit.

If you have any questions regarding this matter (or if our information is incorrect), please contact your facility manager, David Dougherty, at 360-407-6278 or <a href="mailto:david.dougherty@ecy.wa.gov">david.dougherty@ecy.wa.gov</a>, or you can call me at 360-407-6368, or e-mail me at <a href="mailto:greg.zentner@ecy.wa.gov">greg.zentner@ecy.wa.gov</a>.

If you need technical assistance, please contact your facility manager or call our technical assistance specialist Carl Jones at 360-407-6431 or by e-mail at <a href="mailto:carl.jones@ecy.wa.gov">carl.jones@ecy.wa.gov</a>.

Sincerely,

Gregory S. Zentner, P.E., Supervisor

Municipal Operations Unit Water Quality Program Southwest Regional Office

GZ:CC(hartstene)

cc: Mont Jeffreys, Hartstene Pointe Water-Sewer District

Dave Dougherty, Ecology Permit Compliance File



### **Hartstene Pointe Water Sewer District** Profit & Loss Budget vs. Actual January through May 2017

	Jan - May 17 (42% of Year)	2017 Budget	\$ Over (Under) Budget	% of Budget
Ordinary Income/Expense				
Income				
Non-Operating Revenue	613,334.24	763,516.00	(150,181.76)	80.33%
Operating Revenue	266,341.26	606,754.00	(340,412.74)	43.9%
Total Income	879,675.50	1,370,270.00	(490,594.50)	64.2%
Expense				
534 · Water Expenditures	614,341.64	1,021,041.00	(406,699.36)	60.17%
535 · WW Treatment Expenditures	137,549.17	240,851.40	(103,302.23)	57.11%
538 · Combined W/S Expenditures	58,507.50	145,618.00	(87,110.50)	40.18%
Total Expense	810,398.31	1,407,510.40	(597,112.09)	57.58%
Net Ordinary Income	69,277.19	(37,240.40)	106,517.59	-186.03%
Net Income	69,277.19	(37,240.40)	106,517.59	-186.03%

r District	ort
Sewe	I Report
Water	Financial
Pointe	>
Hartstene	Month

	Beginning Balances	Payments & Transfers Out	Deposits & Transfers In	Ending Balances	Fund Balance Change
Reserve Funds					
030 · Ecology Reserve	38,404.90	,	24.85	38,429.75	24.85
050 · DWSRF Loan Reserve	68,002.49	,	44.05	68,046.54	44.05
070 · USDA Revenue Bond Reserve	18,026.88	1	339.22	18,366.10	339.22
Total Reserve Funds	124,434.27	1	408.12	124,842.39	408.12
Unreserved Funds					
EFT Account - Columbia Bank	4,335.22	(44,829.45)	42,916.87	2,422.64	(1,912.58)
Petty Cash Account	1,474.20	(988.17)	1,157.94	1,643.97	169.77
Xpress Deposit Account	548.88	(11,048.55)	20,574.96	10,075.29	9,526.41
010 · Operating Fund					
Operating Investment Fund	80,000.00	,	i	80,000.00	j
010 · Operating Fund - Other	75,959.55	(54,067.20)	55,509.33	77,401.68	1,442.13
Total 010 · Operating Fund	155,959.55	(54,067.20)	55,509.33	157,401.68	1,442.13
020 · Water/Sewer Committed Fund					
Asset Replacement Fund	12,540.00	ı	í	12,540.00	,
Capital Improvement Fund					
I&I Repair	31,540.00	T	ř.	31,540.00	ì
Reservoir Repair	112,500.00		Ĩ	112,500.00	1
Total Capital Improvement Fund	144,040.00		×	144,040.00	,
Risk Management Fund	133,649.07	1	193.23	133,842.30	193.23
Total 020 · Water/Sewer Committed Fund	290,229.07	1	193.23	290,422.30	193.23
065 · Capital Project Account	70,983.61	(160,833.52)	160,833.52	70,983.61	ı
Total Unreserved Funds	523,530.53	(271,766.89)	281,185.85	532,949.49	9,418.96
Total Funds	647,964.80	(271,766.89)	281,593.97	657,791.88	9,827.08
I hereby certify that the above statement is true.	Mulful Acct. & Admin. Services Manager	(g/29/17)		Audit Commissioner	5

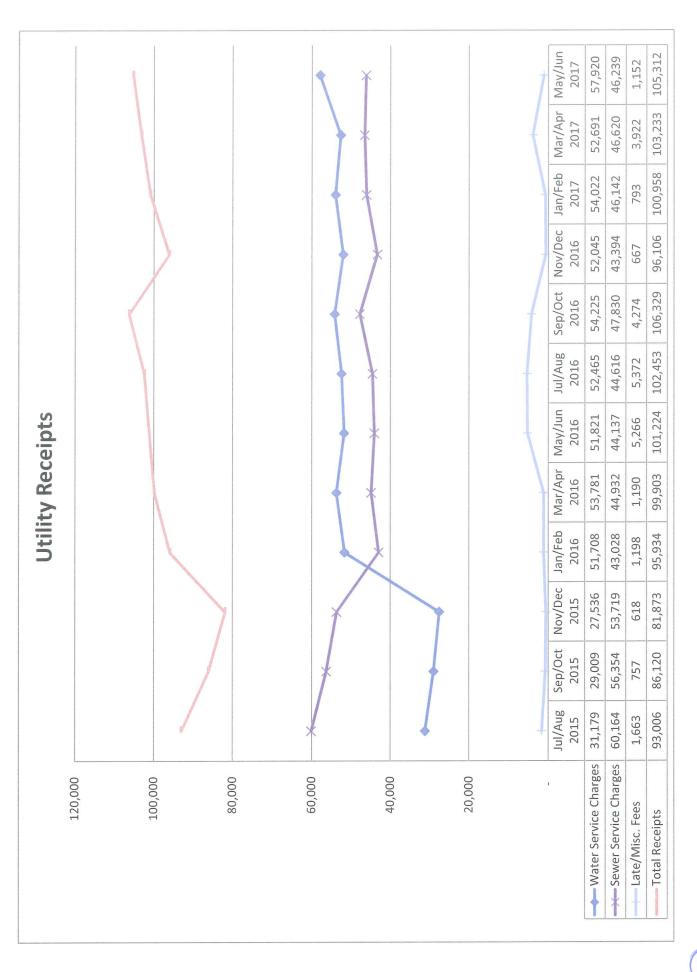
### **Utilities Trial Balance**

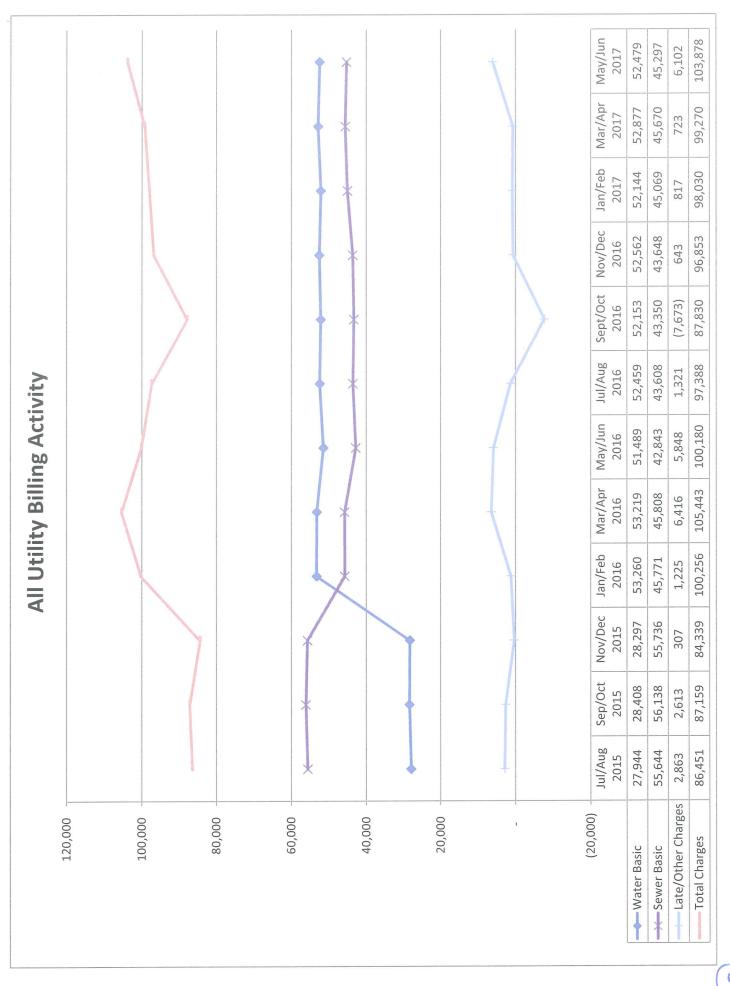
Hartstene Pointe Water-Sewer District 05/01/2017 through 06/30/2017

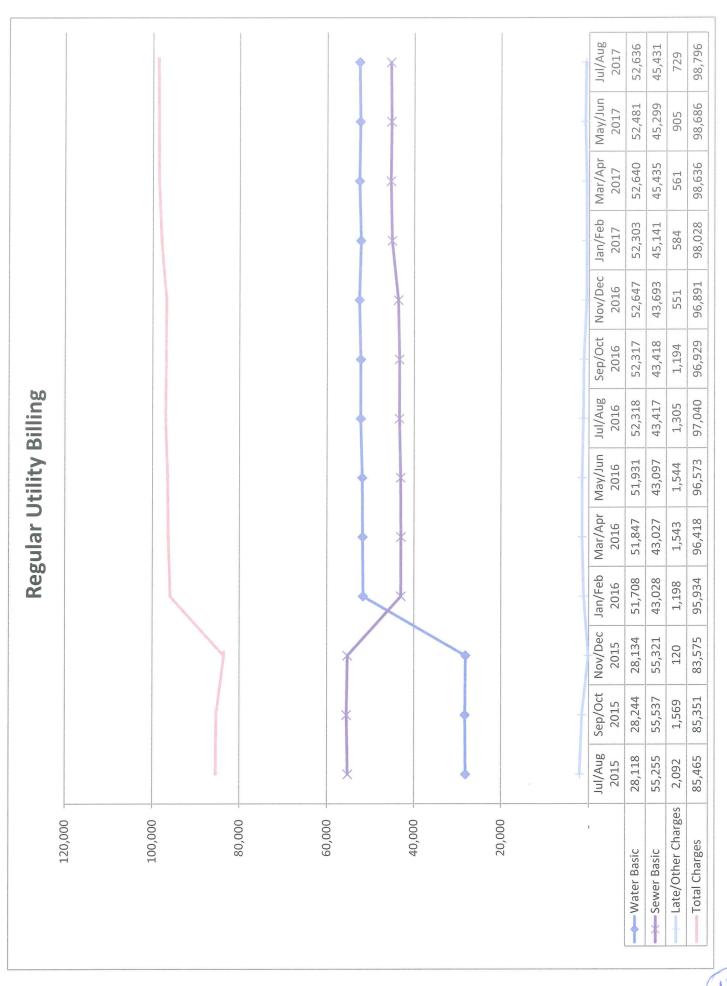
		Beginning			Ending A/R
Utility		A/R Balance	Receipts	Billing	Balance
Water	Basic	3,736.73	57,920.46	52,478.60	(1,705.13)
	Other	354.28	630.25	2,651.81	2,375.84
	Late Fees	(33.25)	372.83	415.76	9.68
		4,057.76	58,923.54	55,546.17	680.39
Sewer	Basic	840.94	46,238.82	45,297.19	(100.69)
	Other	-	-	2,850.00	2,850.00
	Late Fees	(30.18)	149.22	184.91	5.51
		810.76	46,388.04	48,332.10	2,754.82
Totals		4,868.52	105,311.58	103,878.27	3,435.21

Notes:

New water/sewer service permit issued, connection fees/capital facilities charges receipted.







MONTHLY UTILITY TOTALS

Jaly/August 2017 Billing
07/03/2017 To: 07/03/2017

Page:

Time: 14:21:24 Date: 07/03/2017

Harstene Point WSD MCAG#:

Total	THE THE PARTY OF T	460	33	<b>√</b> ∞		All of the house match passed upon a process of the process of the contract of	214.77		202.21	174.60	50.64	3,025.62	
	AND ENGENEES OF A SAME AND	ces:	Š;		000		98,795.58	-5,777.30	93,018.28	5,761.66	151.91	3,025.62	101,957.47
	MORPHINI (US)-MITTINI MILITINI (US)/MITTINI MILITINI (US)/MITTINI MILITINI	Number of Invoices:	Past Due Invoices:	ou Days: 90+ Days:	Utility Denosits:	civic de Levis	Billed:	Credits:	Current:	30 Days:	60 Days:	90+ Days:	Total Due:
	C	Average											0.00
	Electric	Total		0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Garbage	Total Average	0	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.00 Date: 7/3/17 Date: 7/6/14
	16	Average	продрамня при			99.63					0.37		100.00
	Sewer	Total	456	456		45,431.14	00.0	0.00	0.00	0.00	170.52	0.00	45,601.66
	er	Average				115.43			0.36		0.86		116.65 dd by:
	Water	Total	456	456	5,755	52,635.60	0.00	00.0	165.00	00.0	393.32	0.00	Chis report was reviewed by:  Supervisor review:
Name			Billed:	Units:	Usage:	Basic	Usage:	Surcharge:	Other:	Tax:	Late Fees:	Interest:	53,193.9 This report was revi

#### AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this 9th day of June, 2016, by and between the Hartstene Pointe Water-Sewer District, a municipal corporation in Mason County, Washington ("District") and MDG Wastewater & Water Treatment (Consultant") for the purposes forth below.

- 1. <u>Scope of Consulting Services</u>. Consultant shall provide consulting services to the District under the terms of this Agreement. The scope of services is more fully described on Exhibit A attached hereto and incorporated herein by this reference.
- 2. <u>Compensation and Payment</u>. District shall pay Consultant for the performance of the services set forth on Exhibit A. Such compensation shall be payable in the following manner:
- a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on Exhibit B, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within thirty (30) days of receipt, except as to any disputed amounts.
- b. Upon District's failure to pay within thirty (30) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.
- 3. <u>Schedule of Work.</u> Consultant shall commence the performance of its services under this Agreement on July 1, 2016 and shall provide the services in accordance with the schedule on Exhibit A.
- 4. <u>Subcontractors</u>. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District.
- 5. <u>Independent Contractor</u>. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local law to undertake the work performed by them.
- 6. <u>Changes in Scope of Services</u>. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in paragraph 2 above or in a manner otherwise mutually agreed to by the parties.

- 7. <u>Insurance</u>. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
- a. Comprehensive business automobile liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of One Million Dollars (\$1,000,000), including any owned, hired and non-owned automobiles.
- b. Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
- c. Professional liability insurance (Errors and Omissions insurance) with limits no less than One Million Dollars (\$1,000,000) for each claim with a maximum deductible or self-insured retention not exceeding \$10,000 unless approved by the district.

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, intended non-renewal or reduction in coverage.

The District, its elected and appointed officials, officers, employees, agents and volunteers shall be named as insureds on the Commercial General and Business Automobile Liability Insurance policies with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming these parties as insureds shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance evidencing the insurance described above and shall also complete and provide to the District the insurance forms attached hereto as Exhibit C. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. <u>Indemnification</u>. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's performance under this Agreement, except for

injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration or termination of this Agreement.

- 9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
- 10. <u>Standard of Care</u>. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
- 11. <u>Right of Entry</u>. District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.
- 12. <u>Compliance with Codes and Standards</u>. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
- 13. <u>Discovery of Hazardous Materials</u>. The parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.
- 14. <u>Termination</u>. This Agreement may be terminated by the District upon 30 days written notice for any reason or upon 60 days written notice by the Consultant for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

#### 15. General Provisions.

a. <u>Notices</u>. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

Hartstene Pointe Water-Sewer District 772 E Chesapeake Drive Shelton, WA 98584 Attn: General Manager

Marty Grabill
MDG Wastewater & Water Treatment

211 E Village View Dr Allyn WA 98524

- b. <u>Attorneys' Fees</u>. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.
- c. <u>Entire Agreement.</u> This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- d. <u>Waiver</u>. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- e. <u>Assignment</u>. Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.
- f. <u>Jurisdiction/Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in Mason County Superior Court, Mason County, Washington.

g.	Severability. If any to	erm, covenant or	r condition of	this Agreement	is held
by a court of compete	ent jurisdiction to be i	nvalid, the rema	inder of this A	greement shall	remain
in effect					

h. <u>Effective Date</u>. The effective date of this Agreement shall be the date that the contract has been signed by authorized representatives of both parties hereto.

the contract has been signed by authorized represen	tatives of both parties hereto.
CONSULTANT:	DISTRICT:
MDG Wastewater and Water Treatment	Hartstene Pointe Water-Sewer District
Marty Grabill, Owner/Manager	Mary Alice Cary Board President
Address: 211 E. Village View Dr. Allyn, wa 98524	Address: 772 E Chesapeake Drive Shelton, WA 98584
Phone: 253.888.1161	Phone: (360) 427-2413
Date: 6/16/16	Date: 6/9/16

## Exhibit A Scope of Work

- General operation of the Hartstene Pointe Water-Sewer District wastewater treatment plant (WWTP) in accordance with the District's National Pollutant Discharge and Elimination System (NPDES) permit
- Daily monitoring of the WWTP
- Prepare/perform all required sampling and lab testing
- Prepare all required reporting, including:
  - o Monthly and annual Daily Monitoring Reports (DMR)
  - o Annual Biosolids Report
  - o Annual Waste Load Assessment
- Prepare all WWTP permit applications, including:
  - o Biosolids Permit renewal
  - o NPDES Permit renewal
- Create and manage a WWTP Preventative Maintenance Program
- Perform routine maintenance of WWTP equipment, i.e. greasing of equipment, oil changes, including lab equipment.
- Maintain WWTP logs and records
- Order routine supplies and materials
- Respond to regulatory agency and customer concerns/questions/correspondence
- Advise the District regarding repair/replacement of WWTP equipment
- Update and maintain the wastewater treatment plant Operation & Maintenance Manual
- Create and maintain an inventory of wastewater treatment plant assets and equipment

## **Exhibit B Schedule of Rates and Charges**

- \$4,500 per month for routine operations and maintenance as described
- \$70/hour (two hour minimum) for emergency after-hours call-outs
- Non-routine equipment repairs will be individually bid.

# AMENDMENT No. 1 HARTSTENE POINTE WATER-SEWER DISTRICT AGREEMENT FOR CONSULTING SERVICES Wastewater Treatment Plant Operations

In accordance with the Agreement for Wastewater Treatment Plant Operations between Hartstene Pointe Water-Sewer District and Marty Grabill, MDG Wastewater & Water Treatment, dated June 16, 2016, the agreement is amended as follows:

- 1. Exhibit B of the Agreement is amended to read:
  - \$4,500 per month for routine operations and maintenance as described *in the scope of work (Exhibit A)*;
  - \$70/hour (two hour minimum) for after-hours (between the hours of 8:00 pm and 6:00 am) call-outs to the wastewater treatment plant for emergencies;
  - \$30.00/hour for non-routine, after-hours (between the hours of 8:00 pm and 6:00 am) emergency, remote plant monitoring and operation;
  - Non-routine equipment repairs will be individually bid.

The above changes to the fee schedule are effective for all work performed on or after December 1, 2016.

Agreed to and signed this 22 day of December, 2016.

MDG Wastewater and Water Treatment

Hartstene Pointe Water-Sewer District

Marty Grabill, Owner/Manager

Mary Alice Cary, Board President

12-32-2016

Date

Date