

## **AMENDMENT TO WASTEWATER AGREEMENT**

The parties to this Amendment are the CITY OF DICKINSON, a municipal corporation whose post office address is 38 1<sup>st</sup> Street West, Dickinson, ND 58601 (hereinafter "Dickinson") and ANDREW HEINEN AND KEANNA HEINEN, husband and wife, whose post office address is 11476 Highway 10, Dickinson, ND 58601 (hereinafter "Heinen").

### **RECITALS**

A. The Parties executed a Wastewater Agreement dated October 7, 2020 (the "Agreement").

B. The Parties desire to modify and amend the Agreement to allow for additional lines for multiple buildings and add additional compensation requirements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### **AGREEMENT**

1. Recitals. The recitals set forth above are a material part of this Amendment and are hereby incorporated into this Amendment as if fully set out herein.

2. Amendment. The Agreement shall be amended as follows:

a. Paragraph 1 shall now read:

1. CONNECTION: Dickinson agrees to allow Heinen to connect to its sewer system at a point to be determined by Dickinson. Dickinson shall have authority to determine the location of the connection, and the manner and specifications for the connection. Heinen shall receive a permit, as required by § 38.12.030 of the Dickinson Municipal Code and shall pay a connection fee and a base and usage rate per building that is connected to Heinen's private sewer system. The connection fee and the base and usage rate shall be determined by Dickinson's annual fee schedule, which may be adjusted from time to time.

b. Paragraph 7 shall now read:

7. TESTING: During the first year of this agreement, Dickinson shall have the authority to test the sewage quarterly for total suspended solids, BOD, ammonia nitrogen, and other chemical or biological components. Thereafter, the sewage shall be tested as needed as

Dickinson shall have the authority, at all other times, to conduct testing at its expense. If said testing is done, it shall provide Heinen with copies of all said tests, and the surcharge shall be based upon the results until the next test is done.

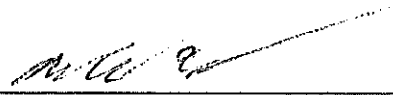
**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

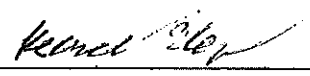
By: \_\_\_\_\_  
Scott Decker, President  
Board of City Commissioners.

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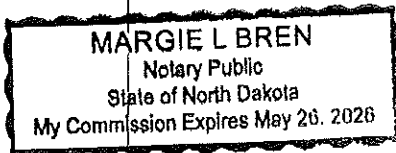
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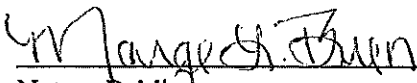
  
\_\_\_\_\_  
ANDREW HEINEN

  
\_\_\_\_\_  
KEANNA HEINEN

STATE OF NORTH DAKOTA     )  
  ): ss  
COUNTY OF STARK         )

On this 11<sup>th</sup> day of Oct 2024, 2024 before me personally appeared Andrew Heinen and Keanna Heinen, described herein, known to me, and who executed the within and foregoing document and acknowledged to me that they executed the same.



  
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Notary Public  
Stark County, North Dakota