## 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. <u>CONNECTION</u>: 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. <u>TESTING:</u> 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

determined by Dickinson. The sewage shall be tested for purposes of determining any applicable surcharge. The results of said test shall govern for determining the surcharge until a new test is performed and the results obtained. Dickinson employees shall collect and transport all samples in conformance within the Clean Water Act and 40 CFR 136, and tests shall be performed by a North Dakota licensed laboratory. Heinen shall be solely responsible for all costs associated with said testing.

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.

3. Ratification. All remaining terms and conditions of the Wastewater Agreement dated October 7, 2020, shall remain in full force and effect and are hereby ratified and confirmed in all respects.

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

	CITY OF DICKINSON
	Ву:
	Scott Decker, President
	Board of City Commissioners.
ATTEST:	
Dustin Dassinger, City Admi	strator
STATE OF NORTH DAKOT	· )
	) ss
COUNTY OF STARK	1

On this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 2024, before me personally appeared SCOTT DECKER and DUSTIN DASSINGER, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Notary Public	

IN WITN above written.	NESS WHEREOF, the parties have hereunto set their hands the day and year first
above written.	
	Mile En
	ANDREW HEINEN
	kence Elep
	KEANNA HEINEN
STATE OF NOR	
COUNTY OF ST	): ss TARK )
	day of Od 2020, 2024 before me personally appeared
	nd Keanna Heinen, described herein, known to me, and who executed the within cument and acknowledged to me that they executed the same.
and foregoing do	ament and acknowledged to me that they executed the same.
St	RGIE L BREN Notary Public ate of North Dakota Notary Public Notary Public
My Comm	ssion Expires May 26, 2026 Stark County, North Dakota