



Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**DRAFT AGENDA  
COMMISSIONER MEETING  
JUNE 09, 2022 at 9:00 AM**

**IN PERSON /VIRTUAL MEETING:**

**Please join our meeting at 1106 Vernon Rd, James B Mitchell Conference Room** or join virtually via **Go To Meeting:** (You will be asked to identify yourself for our sign in sheet)

**<https://global.gotomeeting.com/join/646704685>**

**You can dial in using your phone:**

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(312\) 757-3129](tel:+13127573129)

**Access Code:** 646-704-685

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. AGENDA APPROVAL
4. CONSENT ITEMS (The Commissioners have previously reviewed these in detail):

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: May 26 & 31		
B. Lien Placements (38)		
Lien Releases (26)		
Lien Foreclosure Lawsuit (0)		
C. Investments	\$ 516,772.06	
Withdrawals	\$ 1,140,496.49	
Transfers	\$ 6,216.24	
D. Payroll	\$ 221,439.71	
E. 40 – Maintenance	\$ 68,561.55	9887-9927
F. 48 – SRF Principle & Interest Payment	NA	
G. 50 – City of Lake Stevens Bond Payment	NA	
H. 58 – Capital Expenditures	\$ 25,656.31	9928-9929
I. 60 – PWTF Principle & Interest Payment	\$ 1,114,840.18	9930
J. Housekeeping Items – voided & reissued checks	\$ 95.17	8752 to 9877
	\$ 95.17	8989 to 9878
	\$ 86.00	8653 to 9879
	\$ 95.17	8653 to 9880
	\$ 95.17	8733 to 9881
	\$ 483.92	8781 to 9882
	\$ 95.17	8880 to 9883
	\$ 95.17	8951 to 9884
	\$ 86.00	8951 to 9885
	\$ 95.17	8993 to 9886

5. PUBLIC FORUM – Non-action Items (please limit comments to 3 minutes)
6. OLD BUSINESS

- A. Discuss Lift Station 2C Upgrade – Emergency Generator Acquisition Strategy and Direction for Staff
- B. Lewandowski 2021 DEA Addendum –

**7. NEW BUSINESS**

- A. Authorizing the General Manager to Execute the Tenelco Inc. Biosolids Hauling and Land Application Contract –

**8. MANAGERS' REPORTS**

- A. General Manager
- B. Assistant General Manager

**9. CITY REPORT**

**10. COMMISSIONERS' REPORT**

**11. EXECUTIVE SESSION**

**12. CONCLUDE**

**NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions**

\*\*PLEASE NOTE: The Lake Stevens Sewer District will accept verbal citizen comments during the regular meetings in-person or virtually. Citizen comments submitted prior to the meeting to [management@lkssd.org](mailto:management@lkssd.org) will be addressed during the public comment period.



Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**MINUTES OF  
COMMISSIONER MEETING  
MAY 26, 2022, at 9:00 AM**

**Attendees:** Commissioners Dan Lorentzen, Andrea Wright and Kevin Kosche, District Staff: Mariah Low and Johnathan Dix. District Engineer: Leigh Nelson, G&O. Legal Counsel: Jordan Stephens. City: City Administrator Gene Brazel, City Councilman Gary Petershagen

1. **CALL TO ORDER** – At 9:00 AM Commissioner Lorentzen called the meeting to order.
2. **PLEDGE OF ALLEGIANCE** – Commissioner Lorentzen led those present in the Flag Salute.
3. **AGENDA APPROVAL** – Commissioner Kosche moved to approve the agenda. Commissioner Wright seconded the Motion. The Motion passed.
4. **CONSENT ITEMS** (The Commissioners have previously reviewed these in detail) – Commissioner Kosche moved to approve Consent Items A through J. Commissioner Wright seconded the Motion. The Motion passed.

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: May 12 (2)		
B. Lien Placements (0)		
Lien Releases (0)		
Lien Foreclosure Lawsuit (0)		
C. Investments	\$150,000.00	
Withdrawals	\$544,769.39	
Transfers	NA	
D. Payroll	NA	
E. 40 – Maintenance	\$179,994.46	9829-9874, EFT159
F. 48 – SRF Principle & Interest Payment	\$538,313.93	9875
G. 50 – City of Lake Stevens Bond Payment	NA	
H. 58 – Capital Expenditures	\$6,455.46	9876
I. 60 – PWTF Principle & Interest Payment	NA	
J. Housekeeping Items –	NA	

5. **PUBLIC FORUM – Non-action Items** (please limit comments to 3 minutes) Commissioner Lorentzen asked if there were any public comments or questions submitted. No questions submitted and no one in attendance had questions.
6. **OLD BUSINESS** – No items
7. **NEW BUSINESS** -
  - A. Resolution 1032 – Adopting a Revised Sewer Availability Determination Fee – Mariah Low stated that this resolution includes changes to Section 1, which sets the fees which have been raised \$5 each to keep up with rising costs and Section 2, which allows discretion to change the sewer

availability form without passing a new resolution. It has been reviewed by legal and is recommended by staff. Commissioner Kosche made a motion to approve Resolution No. 1032. Commissioner Wright seconded the Motion. The Motion was approved.

- B. Hach – Dissolved Oxygen, Ammonium & Nitrate probes purchase – \$82,731.68 – Mariah Low stated that this quote includes six dissolved oxygen probes and one nitrate and ammonium probe. The plant has been borrowing a nitrate probe up until now. This District will purchase these probes which will help to monitor the Dissolved Oxygen, Ammonium and Nitrates. This is important because these are two key components to the recent changes to the plant's Nutrient Permit. The District applied for the Puget Sound Nutrient Permit Grant and was approved for \$87,967 which will reimburse the District for this purchase. Staff is looking for approval to make the purchase. Commissioner Kosche made a Motion to approve the purchase from Hach. Commissioner Wright seconded the Motion. The Motion was approved.
- C. Variance Request – Property located at 36<sup>th</sup> St NE & 127<sup>th</sup> Dr NE – Johnathan Dix stated the District was contacted from a builder for this parcel and wanted to connect to sewer; however, the sewer isn't easily reachable (900 feet) from that location. A DEA would be required for one parcel. They proposed a private pump system, and which would be constructed almost entirely in the right-of-way. The right-of-way would become public sewer, but no other parcels could connect to it. It would be a single use 2-inch force main. District does not have the manpower to maintain it and the cost would be too high. Staff does not recommend approval of this variance. Commissioners would need to make the final decision. Commissioner Kosche made a Motion to deny the variance. Commissioner Wright seconded the Motion. The Motion was approved.

## **8. MANAGERS' REPORTS**

- A. General Manager – Mariah Low stated that accounting and customer service teams are preparing for the rate increase on June 1<sup>st</sup>. Some staff members are hard at work making many process changes that will be very beneficial to the District. A presentation to the board by the end of the year is expected. Swift Comply is the new pretreatment software being used for the Pretreatment program and is underway, there has been great progress made. Website is being updated some content. Flows at the Plant are at 3.13 MGD and staff has been busy maintaining some issues, but they have it well in hand. Additional cross training has started within the lab. The upgrade to the security system at the plant is ongoing but should be finished soon.
- B. Assistant General Manager – Johnathan Dix stated that the District has collected 45 GFCs and 115 permits issues to date. The two side sewer repair projects that were started recently are physically complete, but some restoration work needs to be finished. The City helped identify two additional sink holes that Strider Construction will repair, hopefully, as warranty items. The LS 2C site plan is being finalized for the upgrade. Cummins Inc. has informed the District that there is currently a 1 – 2 years lead time on generators. The power pole that the District wanted to use for the three-phase power to the site is not approved by Snohomish County PUD because that portion of 20<sup>th</sup> St is underwater for a portion of each year. The idea was to dig underground to access the power to that pole. They are working with the City to see if the pole can be moved or if PUD would require the District to go further east to draw power. It would require more excavation than anticipated. Materials will be a concern and costs will rise. Field employees have

been busy installing emergency lights and intruder switches at lift stations since the most recent break-ins.

9. **CITY REPORT** –Gene Brazel stated that the City Mill spur is nearing completion, farmers market is starting on June 1<sup>st</sup> for the season, and Costco contractor is back on site and grading for the fuel pump stations. City Councilman Gary Petershagen wanted to thank Commissioner Kosche and Commissioner Wright for allowing the conversations to move forward with the merger of the City and District in the future. He is very happy with the open dialogue and progress is being made as he and Commissioner Lorentzen have ongoing talks.
10. **COMMISSIONERS' REPORT** – Commissioner Kosche is appreciative for the dialogue going on with the City and thinks the right two people are involved with the discussion. Commissioner Wright has been talking with Mariah Low about putting the District's guiding principles on the website as the rate increases take place and questions and answers to why the increase was needed. Commissioner Lorentzen is very thankful for the staff that will help with the rate increase transition. Commissioner Lorentzen stated that the regular board meeting will recess for a few minutes until 9:30 AM while waiting for legal to join the meeting for the executive session.
11. **EXECUTIVE SESSION** – Jordan Stephens stated the Commission will now recess into Executive Session at 9:30 AM and excused the General Public; it is estimated the executive session will last until 9:50 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss pending litigation. At the conclusion of the Executive Session, no action will be taken by the Board of Commissioners. At 9:50 AM the commissioners extended the session for 10 minutes. At 10:00 AM Commissioner Lorentzen concluded the Executive Session.
12. **CONCLUDE** –Commissioner Kosche moved to adjourn the Board Meeting. Commissioner Wright seconded the Motion. The Motion passed at 10:00 AM.

Signed at a regular open public meeting this 9th day of June 2022

\_\_\_\_\_  
Dan Lorentzen, President and Commissioner

\_\_\_\_\_  
Andrea Wright, Commissioner

\_\_\_\_\_  
Kevin Kosche, Secretary and Commissioner



**LAKE STEVENS  
SEWER DISTRICT**  
Serving You Since 1957

1106 Vernon Road · Suite A,  
Lake Stevens, WA 98258  
(425) 334-8588 · Fax (425) 335-5947  
Web Address: [lkstevenssewer.org](http://lkstevenssewer.org)

Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**MINUTES OF SPECIAL  
COMMISSIONER WORKSHOP ON  
MAY 31, 2022 @ 4:00 PM**

**Location: 1106 Vernon Rd, Suite A, Lake Stevens WA 98258 or  
Remotely via GoToMeeting virtually**

**Attendees:** Commissioners Kevin Kosche, Dan Lorentzen, and Andrea Wright. District: Mariah Low, Johnathan Dix, Rosalind Gorc, and Melonie Grieser.

1. **Call to Order** at 4:00 PM Commissioner Dan Lorentzen called the meeting to order.

**Agenda –**

- A. Relocation of Field Building – Mariah Low presented information about the District's current Field Building which is leased from Snohomish County PUD. SnoCo PUD has informed the District that the lease will not be extended beyond the next 4 to 5 years. It is in the District's best interest to look for alternative placement of the Field crew and fleet. Options for relocation included, purchasing a new building, relocating to the City's Public Works building, building at the treatment plant, and building on the empty lot next to Vernon Business Center. Various suggestions were discussed. Any move would be a year or more out into the future.
  
- B. Staffing Needs Planning Discussion – Rosalind Gorc presented current and future staffing needs for the District. Seven employees will be retiring within the next 5 years which could pose critical issues unless the District acts now to start hiring and backfilling. An organization chart was shared with the Commissioners that showed all proposed positions and ranked need on a scale of now, 1 year, 2-5 years, and no foreseeable need. Two positions not previously included in the budget were proposed: a seasonal worker for the plant and an information technology position. Commissioner Kosche commented that advertising, interviewing, and onboarding time frames should be analyzed so the District can have a smooth transition from retiring staff to new hires. Some positions will require a longer training period to be able to ideally perform in that role. Commissioner Kosche would like to see a more specific time frame for the employees retiring within the three to five years. The upcoming mid-year budget review is a great time to discuss the cost implications.

**2. Concluded** Commissioner Kosche made a Motion to adjourn the meeting. Commissioner Wright seconded the Motion The Motion passed at 5:09 PM with no action taken.

Signed in a regular open public meeting this 9th day of June 2022

\_\_\_\_\_  
Dan Lorentzen, President and Commissioner

\_\_\_\_\_  
Andrea Wright, Commissioner

\_\_\_\_\_  
Kevin Kosche, Secretary and Commissioner

**Return Address:**

Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258

**Document Title:**                   **ADDENDUM TO THE LEWANDOWSKI 2021  
DEVELOPER EXTENSION AGREEMENT**

**Reference Numbers:**   202201040875

**Grantors:**                         Brian Lewandowski and Amy Lewandowski,  
  husband and wife  
  John Edgington

**Grantee:**                            Lake Stevens Sewer District

**Legal Description:**           A portion of the NE quarter of Section 7, Township  
  29 N, Range 6 E, W.M., in Snohomish County,  
  Washington.

**Property Tax Account Numbers:**   00385600601001



**ADDENDUM TO THE LEWANDOWSKI 2021  
DEVELOPER EXTENSION AGREEMENT**

THIS ADDENDUM is to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Brian Lewandowski and Amy Lewandowski, husband and wife, and John Edgington, a married individual (collectively, the "Owner") and Lake Stevens Sewer District, a special purpose district organized under the laws of the State of Washington (the "District"), and amends that certain Developer Extension Agreement dated January 4, 2022 recorded under Snohomish County Recording Number 202201040875 (the "Developer Extension Agreement").

**RECITALS:**

A. The Owner's predecessor and the District entered into the Developer Extension Agreement dated January 4, 2022.

B. Except as set forth below, Owner and the District hereby adopt and incorporate by reference all of the terms and conditions of the Developer Extension Agreements as well as the provisions of any amendments which, by their terms, would be applicable to this Addendum.

**TERMS AND CONDITIONS:**

1. Recital C is hereby deleted and replaced with the following:

C. The Project will include 2 new equivalent residential units (ERUs) into the District's existing sewer system. The District has determined it has capacity in the District's system of sewerage for 2 new ERUs in connection with Owner's Property.

2. Section 11 of the Terms and Conditions is hereby deleted and replaced with the following:

**11. CONNECTION CHARGES:** Before the connection of any Project sewer lines to the District's sewer system, the Owner agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$10,400.00 per connection (2 connections x \$10,400.00/connection = \$20,800.00), together with applicable state taxes on that amount. No other property of the Owner in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for

in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

3. The following section is hereby added to the Terms and Conditions:

**16. REIMBURSABLE:** In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property described in Exhibit "C" will be benefited by the project. Therefore, the District, in connection with the property in Exhibit "C" will impose a reimbursement charge as described in Exhibit "D", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the developer within 60 days of collection.

Every two years from the date of this Agreement, the Owner shall provide the District with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

4. The Developer Extension Agreement is hereby amended to include Exhibits C and D, which are attached hereto and are incorporated herein by their reference above.

5. Except as amended in this Addendum, all other Terms, Conditions, and provisions of the Developer Extension Agreement shall remain in full force and effect. This includes, but is not limited to, Section 15 (Recordation), which shall apply to this Addendum.


**LAKE STEVENS SEWER DISTRICT**  
A Washington Special Purpose District

**OWNER:**

By \_\_\_\_\_  
Dan Lorentzen, President & Commissioner

By   
Brian Lewandowski

By \_\_\_\_\_  
Kevin Kosche, Secretary & Commissioner

By   
Amy Lewandowski

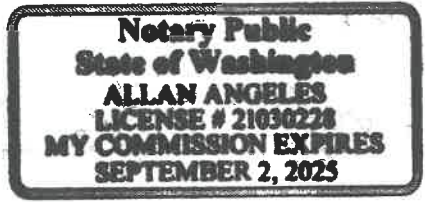
By \_\_\_\_\_  
Andrea Wright, Commissioner


By   
John Edgington

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that Brian Lewandowski is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/6/2022

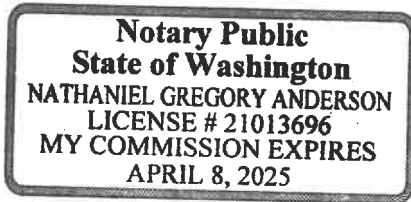


  
PRINTED NAME: ALLAN ANGELES  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 09/02/2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Amy Lewandowski is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 2<sup>ND</sup> 2022

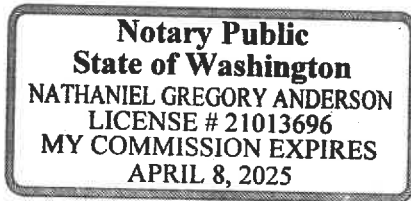


[Signature]  
PRINTED NAME: Nathaniel Gregory Anderson  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 04/08/2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that John Edgington is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

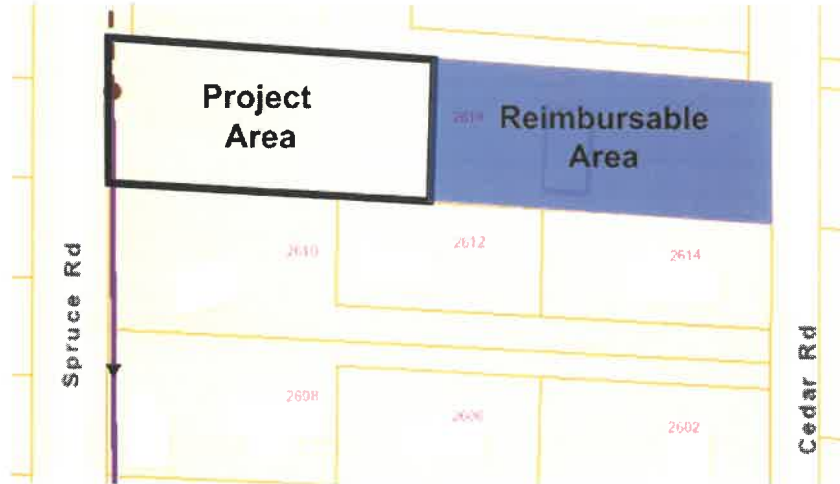
DATED: June 2<sup>ND</sup> 2022



[Signature]  
PRINTED NAME: Nathaniel Gregory Anderson  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 04/08/2025

LEWANDOWSKI 2021 Addendum to DEA

**Exhibit C: Reimbursable Map**



**LEWANDOWSKI 2021 Addendum to DEA**

**Exhibit D**

**Gravity Main Reimbursable**

When the parcels located within the Reimbursable Area as shown in Exhibit “C” enter into a developer extension agreement or otherwise contracts with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the development(s) of those parcels will pay a reimbursement fee for each of the parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit “C” will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project. Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total project costs for the gravity main in divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of two for this project, plus the one reimbursable unit described in Exhibit “C” (2 allowed connections plus 1 reimbursable residential units = 3 benefited properties/units).

The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer (per ERU)} = \frac{100\% \times \text{Total Project Cost}}{3 \text{ benefited properties/units (ERU)}} \quad (1)$$

The Total Project Cost is determined as \$68,674.59. Accordingly, the Reimbursable cost to developer is \$22,891.53.

## AGREEMENT FOR BIOSOLIDS HAULING AND LAND APPLICATION

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Lake Stevens Sewer District, a Washington municipal corporation ("District") and Tenelco, Inc. (herein referred to as "Contractor") (individually a "Party" and collectively the "Parties"), witnesseth:

WHEREAS, the District produces between 30 and 60 wet tons per week of Class B biosolids, as defined by WAC 173-308, as a byproduct of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the District desires to enter into this Contract with the Contractor for the hauling and application of the District's biosolids at the land application facility provided by the Contractor; and

WHEREAS, the land application facility that will land apply the biosolids produced by the District has been permitted by the Washington State Department of Ecology for the application of Class B biosolids; and

WHEREAS, the Contractor currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules and regulations applicable to the transport of biosolids material pursuant to this Contract and agrees to land apply the biosolids only at land application facilities permitted to accept Class B biosolids; and

WHEREAS, it is in the best interest of the environment, the District and the public health, safety, and welfare of the citizens served by the District that this contract be entered into.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

### SECTION 1 PURPOSE

- 1.1. The purpose of this Contract is to allow the District to purchase the Contractor's services to collect, haul and land apply the District's biosolids at a permitted land application facility.
- 1.2. The District anticipates providing the Contractor with biosolids during all months throughout the year. It is anticipated that the Sunnyside Wastewater Treatment Plant (WWTP) will produce approximately 30 to 60 wet tons of biosolids per week, but could produce up to 75 wet tons per week.
- 1.3. During the term of the Contract, the Contractor agrees to accept one hundred (100) percent of the biosolids the District produces.

### SECTION 2 CONTRACTOR'S RESPONSIBILITIES

- 2.1. The Contractor shall be solely responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the District. Biosolids loaded in the Contract's container shall be considered to be accepted by the Contractor. These biosolids management responsibilities shall include, but are not limited to, the following:
  1. Furnishing two containers meeting the requirements of Section 2.2 below at the District's Sunnyside WWTP at all times and immediately removing and replacing the container when it reaches 90 percent of capacity or within 24-hours of receiving notice from the District; and

## Agreement for Biosolids Hauling and Land Application

2. The Contractor shall furnish, as part of the unit price, sufficient containers, trucks and/or trailers to handle the specified quantities of biosolids. The containers shall be capable of receiving simultaneous discharge of biosolids from all three sludge hoppers as shown on Figure 2 included in Appendix A of this Contract. The Contractor shall be responsible for routine maintenance of these containers, trucks and/or trailers. The District reserves the right to inspect these trucks and/or trailers at any time, and reject the use of these trucks and/or trailers if the District determines these trucks and/or trailers are not capable of safely and/or reliably performing the duties of this Contract; and
  3. Transportation of biosolids loaded into Contractor-furnished equipment at the District site, to the location of ultimate disposition. All loads shall be covered prior to leaving the District site; and
  4. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping and reporting; and
  5. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices; and
  6. Payment of employees, subcontractors, lenders and suppliers associated with Contractor's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs.
- 2.2. The Contractor shall, at all times, maintain on the District's Sunnyside WWTP site a minimum of two (2) containers to receive the dewatered biosolids cake as further specified as follows:
1. The maximum total height of the container shall be 10 feet 6 inches. The Contractor shall be able to access the solids loading area as shown on Exhibit A and place the container within the space shown on Exhibit B of this Contract without damaging District facilities.
  2. The container shall be capable of receiving simultaneous discharge of biosolids from all three hoppers.
  3. The containers shall be fully sealed to prevent any leakage and shall be double-locked, watertight, sealed containers.
  4. The containers provided shall be subject to approval by the District.
  5. The Contractor shall be responsible for keeping the containers clean. Containers shall be washed at least once a week, removing all dirt and debris and restoring the original color of the container.
- 2.3. The Contractor warrants and represents that it has the business, professional and technical expertise necessary to manage, handle, transport, and utilize the District's biosolids in a safe, prudent and legal manner. Furthermore, the Contractor warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times be maintained in a good and safe condition and fit for the use as required.
- 2.4. The Contractor shall keep all equipment, containers and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials shall be allowed to accumulate. The Contractor shall cooperate fully with the District to maintain the highest reasonable image for such services.
- 2.5. The Contractor's activities shall not interfere with the operation of the WWTP. Operation of the WWTP shall, at all times, take precedence over the Contractor's activities.
- 2.6. The Contractor is solely responsible for ensuring that all transportation activities required under this Contract are performed by the Contractor or the Contractor's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. The



## Agreement for Biosolids Hauling and Land Application

Contractor is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the District's biosolids.

- 2.7. The District shall have no responsibility for the selection or use of an application site by the Contractor and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids. The Contractor shall also be responsible for maintaining necessary security at application sites to protect the public health and safety and to avoid unauthorized uses of the biosolids material. The Contractor shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is the Contractor's responsibility to adequately inform its personnel or any subcontractors that wastewater treatment plants process sanitary and industrial waste; that any workers involved in biosolids beneficial use may be exposed to pathogens; and what are the proper hygienic precautions in the handling of biosolids.
- 2.8. The Contractor shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the Contract unit price. The Contractor shall provide the District with current copies of all permit applications, permits, registrations, records and reports required by federal, state and local laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the Contract unit price. The District's review of such materials is for its information only, implies no approval of the Contractor's compliance with applicable requirements, and in no way relieves the Contractor of its obligations under this Contract.
- 2.9. The District will assist the Contractor in any public involvement or public information efforts within the District's service area as may be necessary to implement and maintain its biosolids management program. Written copies of the complaints and the responses shall be provided to the District with the monthly invoice. The Contractor shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the District's service area. The Contractor shall record and respond to all complaints within a reasonable time.
- 2.10. Labor and Material Bond. The Contract shall furnish payment bonds for the faithful labor and material payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the estimated value of the two year contract (calculated as the product of the estimated biosolids production over the two year contract period (5,000 wet tons) and the unit price for Biosolids Hauling and Land Application – VAR Requirements Met listed in the Contract unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the District.
- 2.11. The following books of account and reports for the land application site may be reviewed by the District and shall be made available upon request to the District:
- A daily project site log (including generator, field identification, delivery dates, and tonnage) during application of biosolids;
  - A weekly project site summary of activities and events;
  - Application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
  - WAC 173-308 annual report (the District will assist the Contractor in collecting and documenting the data required for this regulatory report); and
  - Copies of all written correspondence relating to this project.

## SECTION 3 DISTRICT RESPONSIBILITIES

## Agreement for Biosolids Hauling and Land Application

The District will:

- 3.1. Provide timely communication of any significant variation in biosolids quantities to be delivered;
- 3.2. Secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations with regard to the operation of the WWTP;
- 3.3. Provide access to the WWTP site during all hours that the WWTP is staffed;
- 3.4. Test the District's biosolids in accordance with applicable law and provide the Contractor with the biosolids quantity data necessary for the Contractor to use or otherwise manage the biosolids;
- 3.5. Pay the Contractor the agreed upon service and lease fees as provided in monthly reconciled invoices;
- 3.6. Ensure that all biosolids provided to the land application facility by the District will meet the Class B pathogen reduction requirements of WAC 173-308-170 and the Table 1 – Ceiling Concentration limits and Table III – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits). The District will notify the Contractor immediately if the District's biosolids do not meet vector attraction requirements per WAC 173-308-180 Part 2.

### SECTION 4 TERMS OF CONTRACT

- 4.1. Safety. The Contractor shall be solely and completely responsible for safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the District's employees, agents and consultants is not intended to include review of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures on the WWTP site. The Contractor shall provide a safe access for the District and its employees, agents and consultants to adequately observe the quality of the Work and the Contractor's conformance with the Contract. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county, and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA) Chapter 49.17 RCW.
- 4.2. Hours of Work. Contractor will be provided access to the WWTP site between the hours of 7:30 AM and 3:00 PM Monday through Friday unless stated otherwise in this Contract. No access will be provided on weekends unless the District gives written approval prior to the weekend. Contractor shall give a minimum of 48-hours' notice if access to the WWTP site on the weekend is necessary.
- 4.3. Duration. The initial contract period shall be two years commencing on the date of full execution of this Contract. Upon mutual written consent, the Contract may be extended for one additional two year period. During the extension period, all terms and conditions of this Contract shall remain in effect except those amended for the extension period.
- 4.4. Start Date. The District will execute the Contract after receipt of the Labor and Materials Payment Bond and insurance certificates. The Contractor's obligations and responsibilities shall commence upon delivery of a Notice of Proceed by District.

### SECTION 5 BASIS FOR PAYMENT

- 5.1. Measurement. The Contractor shall be paid based on wet weight for biosolids loaded in containers provided by the Contractor for the purposes of transporting biosolids from the District's treatment plant to the Contractor's designated application site(s). Wet weight shall be determined using a certified scale mutually acceptable to the Contractor and District. The Contractor shall maintain tare weights of the trucks and containers and provide a list of tare weights for each shipment in

## Agreement for Biosolids Hauling and Land Application

writing to the District prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by the Contractor and approved by the District prior to hauling biosolids. Biosolids having a total solids content greater than forty (40) percent or less than ten (10) percent may be subject to the additional charges agreed upon by the District.

5.2. Payment. The unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment, tools, and management, superintendence, labor and services, except as may be provided otherwise in the Contract. Transportation of biosolids resulting from a wastewater treatment operation are not subject to Washington State retail sales tax (WAC 458-20-251(4)). The Contract unit price for Class B Biosolids Hauling and Land Application – VAR Requirements Met and VAR Requirements Not Met listed in Section 5.3 below shall include all costs for labor, materials and equipment to collect, weigh, haul and land apply all of the biosolids in accordance with WAC 173-308-180.

5.3. The Contractor shall submit monthly billings in a format approved by the District. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Within thirty (30) days after receipt of an invoice, if the biosolids meet vector attraction reduction requirements per WAC 173-308-180 the District will pay the Contractor for authorized materials accepted and/or services satisfactorily performed at the rates as follows:

CLASS B BIOSOLIDS HAULING AND LAND APPLICATION – VAR REQUIREMENTS MET	\$68.75	PER WET TON
CLASS B BIOSOLIDS HAULING AND LAND APPLICATION – VAR REQUIREMENTS NOT MET	\$75.00	PER WET TON

The District will pay a minimum for each load hauled of 32 wet ton.

Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

## SECTION 6 PRICE ADJUSTMENTS

Rate adjustments may be made for changes in law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing, by all Parties. The District has the right to terminate this Contract, pursuant to Section 15, for changes of law or regulatory requirements if the District feels such increases are excessive.

## SECTION 7 ADDITIONAL WORK

7.1. Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the District requires additional work, it may direct the Contractor in writing to do the additional work at the Contract unit price (see Subsection 5.3), or it may direct the Contractor to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the District shall be at the Contractor's sole expense. Additional work will be authorized with a purchase order number.

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7.2. Change orders for material or services will be without effect unless issued and authorized in writing by the District.

### SECTION 8 LIABILITY OF THE CONTRACTOR

8.1. The Contractor accepts the risks and resulting liabilities of managing conforming biosolids when biosolids enter the Contractor's containers. For the purposes of this agreement, conforming biosolids shall mean that all of the District's biosolids shall meet Ecology standards for regulated parameters as specified in Section 10. These risks potentially include, but are not limited to the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate from surrounding neighbors
- Impacts to human health
- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future use of sites to which biosolids have been applied

8.2. The Contractor shall be completely responsible for securing conforming biosolids loaded into the Contractor's containers and means of transport selected by the Contractor against spillage, leakage or public exposure, and for providing properly designated locations for the safe and secure unloading of biosolids at the Contractor's designated application sites. All loads shall be covered prior to leaving the WWTP site.

### SECTION 9 TRANSFER OF MANAGEMNET RESPONSIBILITIES

All biosolids accepted by the Contractor shall become the Contractor's responsibility to manage under the terms of this Contract. Acceptance of biosolids is considered to occur when the biosolids are loaded into the Contractor's container(s). The Contractor shall accept all biosolids which are within the range of "Biosolids Characteristics" as specified in Section 11 of the Contract. The Contractor is solely responsible for the hauling and ultimate disposition of all biosolids loaded onto the Contractor-provided containers.

### SECTION 10 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

10.1. The Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorneys' fees incurred as a result of noncompliance with this Section.

10.2. The Contractor agrees to comply with all applicable federal, state and local laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by the Contractor. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge

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- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

10.3. Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product resulting from the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by the Department of Ecology. The Contractor shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. The Contractor shall contact the Department of Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by the Contractor with respect to the District's biosolids.

10.4. The Contractor shall manage biosolids using applicable best management practices. Best management practices are included in *Biosolids Management Guidelines for Washington* published by Ecology. The most recent publication available on or before June 2022 shall be used as best management practices for this Contract. Updated versions of best management practices shall be incorporated into this Contract.

10.5. Other permits and regulations, if any, shall be obtained and maintained by the Contractor as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. The Contractor shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

10.6. The Contractor shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the Contract unit prices.

10.7. The District will make available to the Contractor all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the District will be made available to the Contractor at no cost when necessary for the Contractor to perform under this Contract.

## SECTION 11 BIOSOLIDS CHARACTERISTICS

The District affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the District wastewater service area. Recent laboratory data for the biosolids produced by the WWTP included in Appendix B for reference of the general nature of the material produced.

## SECTION 12 INSURANCE

12.1. The Contractor shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. All insurance policies, with the exception of Workers Compensation, shall name the Lake Stevens Sewer District and its officers,

elected officials, employees, agents and volunteers as additional insured. These entities shall be additional insured for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent, or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Contract describes limits lower than those maintained by the Contractor.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate in respect to the work to be performed. Each party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the other Party on request.

- a. **Commercial General Liability.** \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
  - b. **Automobile Liability.** \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).
  - c. **Workers' Compensation.** Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or other state's state law.
  - d. **Employer's Liability or "Stop Gap".** For a limit of \$1,000,000 Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
  - e. **Endorsements.** The Contractor shall obtain both endorsement from CG 2010 10 01 and CG 2037 10 01 or the equivalent of each, naming the District as Additional Insured and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidence by a signed statement by the Contract's insurance broker indicating that endorsement forms CG 2010 10 01 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the additional Insured. A Certificate of Insurance and endorsement shall be executed and delivered to the District prior to the execution of this Agreement.
  - f. **Deductibles.** Providing coverage in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. the Contractor's insurance policies shall not contain deductibles or any self-insured retention in excess of \$10,000 unless approved by the District.
- 12.2. No provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.
- 12.3. If the Contractor neglects to obtain and maintain in force any such insurance policy and provide receipts to the District, then the District may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due the Contractor, or demand the Contractor purchase the required insurance within a time frame acceptable to the District. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

## SECTION 13 COORDINATION WITH DISTRICT WASTEWATER TREATMENT PLANT

The District will provide the Contractor with email notification when the normal weekly biosolids production changes.

## SECTION 14 DAMAGES

Nothing in this Contract is intended to waive any damages the District may be entitled to as a result of the Contractor's default. Should the Contractor fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, the Contractor shall reimburse the District for the actual damages and costs incurred by the District until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The District shall have the right to deduct such costs or damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectable from the Contractor or Surety. The District agrees to make all reasonable and practical efforts to mitigate its damages.

## SECTION 15 TERMINATION OR CONTRACT SUSPENSION

- 15.1. Termination. The District shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:
1. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
  2. The Contractor's failure to complete the Work within the time specified in this Agreement.
  3. The Contractor's failure to complete the Work in accordance with the Contract Documents.
  4. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
  5. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
  6. The Contractor's filing for bankruptcy or being adjudged bankrupt.
- 15.2. In the event the District believes the Contractor is in default, the District may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the District, the Contractor shall submit to the District a written detailed plan describing the actions required to achieve compliance that is subject to the District's approval.
- 15.3. In the event the Contract is terminated for default, the Contractor will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions provided by this Contract or by law. Further, the Contractor shall be responsible for additional direct and indirect costs incurred by the District to have the work under this Contract performed by other parties or any other damages or injuries to the District, its facilities or personnel related to the Contractor's services.

## SECTION 16 RECORDS, REPORTS AND MEETINGS

- 16.1. The Contractor shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all land application sites. The District shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall

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be maintained by the Contractor according to generally accepted accounting principles and applicable requirements of the State of Washington.

- 16.2. The District is subject to Washington's Public Records Act, Chapter 42.56 RCW (the "Act"), and the Act defines "Public Record" very broadly. Any records or documents, including electronic records, relating to or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by the District. Any such requested received by the Contractor, including oral requests, must be referred to the District's General Manager immediately so that the District may acknowledge the request within five (5) business days of receipt. The Contractor shall not make Public Records available to anyone requesting them unless authorized to do so by the District. Contractor shall make records available as required by this section without charge to District.
- 16.3. The District shall have the right during reasonable business hours to inspect the Contractors equipment and biosolids management facilities. The Contractor shall provide the District access to perform said inspections.

### SECTION 17 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and 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 Contractor's negligent or wrongful performance under this Agreement, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, the Contractor 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, the Contractor's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Contractor's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.

### SECTION 18 DISPUTES UNDER THIS CONTRACT

- 18.1. Questions or claims regarding meaning and intent of the Contract or arising from this contract shall be submitted in writing to the District, within fifteen (15) working days of the date in which either of the other Parties knows or should know of the question or claim. The District will ordinarily respond to the other Party in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the District.
- 18.2. In the event the other parties disagree with any determination or decision of the District, they may, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the District General Manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The District General Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the District General Manager shall be a condition precedent to litigation hereunder.
- 18.3. All claims, counterclaims, disputes and other matters in question between the Parties that are not resolved through direct discussion, or as described above, shall be handled in the following



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manner. The parties agree to first endeavor to settle the dispute in an amicable manner by mediation. The mediator shall be chosen by mutual agreement of all parties. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgement upon the award rendered by the arbitrator may be entered in the Snohomish County Superior Court. Nothing in this subsection precludes any party from seeking relief from the Snohomish County Superior Court.

- 18.4. Pending final decision of a dispute hereunder, all parties shall proceed diligently with the performance of the Contract and in accordance with the direction of the District. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the District or the Contractor.

### SECTION 19 SERVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

### SECTION 20 INDEPENDENT CONTRACTOR

The Contractor shall have and maintain complete control over all of its employees, agents, and operations. None of the parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the District.

### SECTION 21 SUBCONTRACTORS

The Contractor shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. 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.

### SECTION 22 FORCE MAJEURE

Should any of the parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of any beyond the control of the party effected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligations are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

### SECTION 23 NON-WAIVER

Failure by any other parties to enforce their rights under any provision of this Contract shall not be constructed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

### SECTION 24 ASSIGNMENT

The Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the District. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successor/party.

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SECTION 25 NOTICES

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on three calendar days after the date of mailing by registered or certified mail or on the date on which the notice was emailed in the case of notice by email, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Lake Stevens Sewer District  
Attn: General Manager  
1106 Vernon Rd, Suite A  
Lake Stevens, WA 98258  
Management@lkssd.org  
425-334-8588

Tenelco, Inc.  
Attn: Teri Hawkins  
3824 Old Hartford Rd  
Lake Stevens, WA 98258  
teri@tenelco.net  
425-397-7770

SECTION 26 ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communication, representations, proposals, understandings or agreement, either written or oral, between the parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date above written.

LAKE STEVENS SEWER DISTRICT

TENELCO, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_