

Public Works & Community Development Committee

Agenda

January 2, 2025

12:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

PUBLIC WORKS &
COMMUNITY
DEVELOPMENT
COMMITTEE
AUDREY MALEK
KEN RATLIFF
JERRED WEIS - CHAIR

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode: 98922

TextMyGov

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DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
 - a. Code Revision to CEMC 13.12.115 - Sewer Overage - Mathew Bailey PW Director
3. **New Business**
 - a. December 5, 2024 Public Works & Community Development Committee Meeting Minutes
 - b. Residential Water Usage Average for Sewer Rates - Discussion
 - c. Leak Relief Request - Michael Weiser
4. **Other Committee Comments**
 - a. Veolia Contract - FYI
5. **Adjourn**

Upcoming Meetings:

Coal Mines Trail Commission Meeting: January 6, 2025 @ 6:00 p.m.

Planning Commission Meeting: January 7, 2025 @ 6:00 p.m.

Lodging Tax & Events Committee Meeting: January 13, 2025 @ 8:30 a.m.

Regular Council Meeting: January 14, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: January 21, 2025 @ 1:00 p.m.

Historic Preservation Commission Meeting: January 21, 2025 @ 3:00 p.m.

Public Works & Community Development Committee Agenda January 2, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

General Government Committee Meeting: January 22, 2025 @ 8:30 a.m.

Next Public Works & Community Development Committee Meeting: February 6, 2025 @ 12:00 p.m.

I'd recommend a simple revision to 13.12.115 in blue below, which would now include a combined water and sewer adjustment, since sewer is based on the water meter reading. I'd recommend increasing the total to \$1,000 as it includes both utilities.

In the event any person is aggrieved by the amount of one hundred dollars or more in excess of the amount billed for monthly water **and sewer** service, he or she may, within fifteen days of the postmark on said bill, petition the city council in writing to the utilities clerk for a downward adjustment to his or her bill. Upon receipt of such petition, the utilities clerk shall notify the public works director and the utilities committee and schedule a meeting to consider the petition for downward adjustment. The utilities committee may consult with the city public works director or his designee regarding the matter and shall, upon deliberation and oral findings following the meeting, make a recommendation to the entire city council to grant a downward adjustment only upon good cause shown. No downward adjustment will be considered for leaks within the primary residential or commercial building; however, adjustment for leaks within crawl spaces may be considered on a case-by-case basis. Any bill granted a downward adjustment by the city council shall **include both water and sewer totals, and shall** not exceed **one thousand five hundred** dollars in relief and shall be presented to the mayor for his signature on the face thereof. Notice of the reduction shall be provided in writing by the city to the customer. No ratepayer may petition the city council more than one time per twelve-month period for such a downward adjustment.

Let me know if you'd like to discuss.

Best,



Ben Annen, PE, Vice President

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 895-1775

bannen@hlacivil.com | www.hlacivil.com



City of Cle Elum

119 W First Street
Cle Elum, WA 98922
509 674-2262

BILLING PERIOD	
October Billing	
DUE DATE	ACCOUNT NUMBER
11/25/2024	20700
BILL DATE	AMOUNT DUE:
11/06/2024	1,006.68
ACCOUNT HOLDER	
James Staeheli	
SERVICE LOCATION	
2070.0 - 515 W SIXTH ST	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES
		PREVIOUS	PRESENT			
Water	11/04/2024	45219	54499	1.0000	9280	Previous Balance: 161.39 Adjustments: 0.00 Payments: 161.39 Balance Forward: 0.00 Water 60.13 Water Consumption 146.32 Water Reserve 81.66 Water Tax 6% 17.29 Sewer 58.50 Sewer Consumption 95.45 Sewer Excess 484.38 Sewer Tax 6% 38.30 Garbage 24.65 Current Charges: 1,006.68 Balance: 1,006.68

WATER CONSUMPTION HISTORY

9280

4640

0

Nov

Dec

Jan

Feb

Mar

Apr

May

Jun

Jul

Aug

Sep

Oct

Nov

30:	0.00	60:	0.00	90+:	0.00
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Should we add
sewer credit.

Detach Here and Return Bottom Stub



City of Cle Elum

119 W First Street
Cle Elum, WA 98922

DUE DATE	AMOUNT DUE
11/25/2024	1,006.68
SERVICE LOCATION	
2070.0 - 515 W SIXTH ST	
ACCOUNT NO.	AMOUNT ENCLOSED
20700	

James Staeheli
P. O. Box 632
Roslyn, WA 98941-0632

City of Cle Elum
119 W First Street
Cle Elum, WA 98922

13.12.115 Petition for and relief from water bill.

In the event any person is aggrieved by the amount of one hundred dollars or more in excess of the amount billed for monthly water service, he or she may, within fifteen days of the postmark on said bill, petition the city council in writing to the utilities clerk for a downward adjustment to his or her bill. Upon receipt of such petition, the utilities clerk shall notify the public works director and the utilities committee and schedule a meeting to consider the petition for downward adjustment. The utilities committee may consult with the city public works director or his designee regarding the matter and shall, upon deliberation and oral findings following the meeting, make a recommendation to the entire city council to grant a downward adjustment only upon good cause shown. No downward adjustment will be considered for leaks within the primary residential or commercial building; however, adjustment for leaks within crawl spaces may be considered on a case-by-case basis. Any bill granted a downward adjustment by the city council shall not exceed five hundred dollars in relief and shall be presented to the mayor for his signature on the face thereof. Notice of the reduction shall be provided in writing by the city to the customer. No ratepayer may petition the city council more than one time per twelve-month period for such a downward adjustment.

In the event that city-maintained water pipes prevent water service to a customer's water meter due to cold or frozen weather for more than two days (forty-eight hours), the city council may, upon the recommendation of the city public works director and the utilities committee, provide equitable relief to the customer by crediting up to one month's water fees which include water base rate fee, water reserve fee, and applicable water taxes for every two to thirty days of interrupted service, or multiples thereof. In the event any neighbor assists a customer with frozen, city-maintained water service by providing water through that neighbor's meter (i.e., through the use of a hose or similar apparatus), that neighbor will be allocated double the volume of water in the base rate for the same period of interrupted service.

(Ord. 1464 § 1, 2017; Ord. 1312 § 4, 2009; Ord. 1158 § 1, 2001; Ord. 1122 § 2, 2000)

The Cle Elum Municipal Code is current through Ordinance 1600, passed December 14, 2020.

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: cityofcleelum.com](http://cityofcleelum.com)

City Telephone: (509) 674-2262

[Code Publishing Company](#)

DRAFT

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE**

MINUTES

DECEMBER 5, 2024

12:00 PM

**119 W FIRST STREET
CLE ELUM, WA 98922**

1. Call to Order/Pledge of Allegiance

Audrey Malek - present

Ken Ratliff - present

Jerred Weis - present

Matthew Lundh - Mayor

Rob Omans - City Administrator

Debbie Lee - Clerk

Audrey Malek - Utility Billing Clerk

Aaron Barr - Public Works

Jacob Michael - HLA

2. Unfinished Business

a. 2024 Draft Construction and Design Standards Update - Jakob Michael HLA

Jakob Michael of HLA informed the committee that changes were made to the standards regarding manhole depth. The construction standards were posted on the City website and invited the public to comment. They were also given to some local contractors with no comment.

MOTION: Committee Member Ratliff made a recommendation to present this to the Council at the next meeting for consideration; seconded by Committee Member Malek.

MOTION CARRIED: 3 yes 0 no.

3. New Business

a. Approve the November 7, 2024, Public Works & Community Development Committee Minutes

MOTION: Committee Member Ratliff made a motion to approve the November 7, 2024, Public Works & Community Development Committee minutes; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

b. School Sewer Billing Discussion

Public Works & Community Development Committee Agenda

December 5, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

City Administrator Rob Omans informed the committee that there has been issues with the school water meter for some time. They have since put a meter on the sewer side. The school gets their water from Roslyn and sewer service from the City of Cle Elum. The reading comes from Roslyn and then Audrey does a reduction of the irrigation meter to get their reads. The October bill was extremely high and when the City looked into their consumption, it was all over the place. The October meter read was 212,000 cubic feet and the November read was 9,000 cubic feet. Roslyn had been informed of this issue.

Mark Soderstrom of the school district asked if the bill could be held for further review by the committee and the council.

Discussion was had about solutions and, since there has now been a separate meter placed on the sewer usage, the city should be getting a more accurate read by January, which would be a full month. The committee will recommend to the council that the January meter read will be the number they use for billing the school for October and November. Since there are a few breaks in December for Christmas and New Years. The late charges will be deferred as well.

MOTION: Committee Member Ratliff made a motion to recommend the solution to the billing issue at the next Council meeting; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

c. Sewer Excess Discussion Regarding Excess

Discussion was had regarding the Cle Elum Municipal Code regarding leak forgiveness on water issues. Since the city has recently changed the structure for sewer billing, when a resident has a water leak it affects the sewer bill also. Since it is metered through the same meter, the code may need to be changed to reflect some kind of forgiveness for the sewer excess. Some other cities use a minimum and maximum for credit reference, or maybe wording the credit to say what the average sewer bill is for the customer to figure what the credit would be.

This will be continued at the next Public Works and Community Development Committee's meeting.

d. Request For Leak Adjustment - Cherie Brumbaugh

Aaron Barr of Public Works informed the Committee that they were quick and efficient in getting their leaks repaired.

MOTION: Committee Member Ratliff made a motion to recommend to the Council to approve the Brumbaugh leak adjustment in the amount of \$778.95; seconded by Committee Member Malek.

MOTION CARRIED: 3 yes 0 no.

e. Request for Leak Adjustment - James Staecheli

MOTION: Committee Member Ratliff made a motion to recommend to the Council

Public Works & Community Development Committee Agenda

December 5, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

for approval of a leak adjustment in the amount of \$845.29; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

f. KVH Parking Signage Request - Mayor Lundh

Mayor Lundh informed the Committee that he received an email from KVH regarding the Pay to Park sign located in front of their urgent care. Public Works went and removed the sign since this would be considered a health and safety issue. They asked if they could put signage in front of their building for patient parking only from 10:00 a.m. - 10:00 p.m. KVH would supply the signs.

The Committee suggested a resolution be prepared and presented to the Council stating there is a specific health and safety reason for the placement of these signs.

4. Other Committee Comments

Committee member Ratliff stated at the next Public Works & Community Development Committee they would continue the discussion of excess rates added to the sewer bill when a resident has a water leak.

5. Adjourn

The meeting was adjourned at 1:25 p.m.

Jerred Weis, Chair

Debbie Lee, Clerk

CITY OF CLE ELUM
Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: January 2, 2025

ACTION CONSIDERED: Residential Water Averaging for Sewer Rates

BACKGROUND: With the new sewer rates now in effect, residential customers will see an increase in their sewer charges when the irrigation season begins.

Since water used for irrigation doesn't enter the sewer system, we propose using the average water usage from November through March to determine sewer rates during the irrigation months.

This average will be applied to the sewer rates for the remaining months of the year (April through October).

Leak Relief Request

Michael Weiser

409 West Second St

Account # 13260

City crew hung a door hanger on 12/9/2024 to notify them of leak confirmed leak at 1.3 gpm

All overages due to water leak

Water Consumption	\$ 62.00
Water Reserve	\$ 32.05
Water Tax	\$ 5.64
Sewer Consumption	\$ 44.85
Sewer Excess	\$ 224.76
Sewer Tax	\$ 16.18
Total Credit	\$ 385.48

Attached

1. Water bill
2. 3-month average for consumption comparison
3. Sample Bill showing normal month cost without overage
4. Work Orders turning water on and off for repairs
5. Customer Leak Request form with pictures



City of Cle Elum
119 W First Street
Cle Elum, WA 98922
509 674-2262

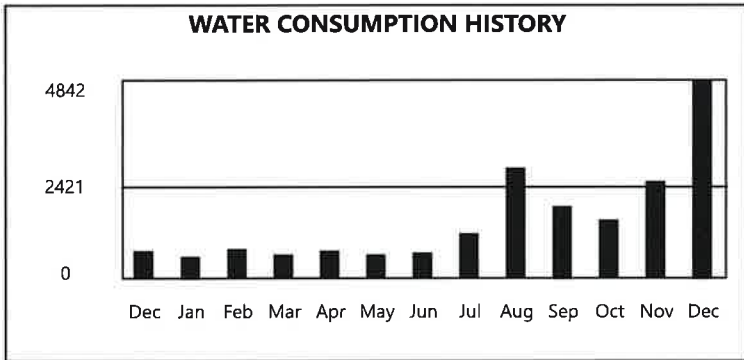
#1

BILLING PERIOD	
November Billing	
DUE DATE	ACCOUNT NUMBER
12/25/2024	13260
BILL DATE	AMOUNT DUE:
12/06/2024	556.00
ACCOUNT HOLDER	
Michael Weiser	
SERVICE LOCATION	
1326.0 - 409 W SECOND ST	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES	
		PREVIOUS	PRESENT				
Water	12/03/2024	52717	57559	1.0000	4842	Previous Balance:	294.84
						Adjustments:	0.00
						Payments:	294.84
						Balance Forward:	0.00
						Water	60.13
						Water Consumption	62.00
						Water Reserve	42.61
						Water Tax 6%	9.88
						Sewer	58.50
						Sewer Consumption	44.85
						Sewer Excess	224.76
						Sewer Tax 6%	19.69
						Garbage	33.58
						Current Charges:	556.00
						Balance:	556.00
						30:	0.00
						60:	0.00
						90+:	0.00

62.00
32.05
5.64
44.85
324.76
\$16.13

\$ 385.48



Detach Here and Return Bottom Stub



City of Cle Elum
119 W First Street
Cle Elum, WA 98922

DUE DATE	AMOUNT DUE
12/25/2024	556.00
SERVICE LOCATION	
1326.0 - 409 W SECOND ST	
ACCOUNT NO.	AMOUNT ENCLOSED
13260	

Michael Weiser
409 West Second St
Cle Elum, WA 98922-1015

City of Cle Elum
119 W First Street
Cle Elum, WA 98922

3 years usage comparison

UTILITY ACCOUNT HISTORY

#2

City Of Cle Elum

Time: 13:48:57 Date: 12/23/2024

Page: 1

11/20/2022 To: 12/23/2024

Weiser, Michael: 13260; Service Location: 1326.0



409 W SECOND ST	Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
12/07/2022 Bill	31786	31290	496					158.79	158.79
12/14/2022 Payment								-158.79	0.00
01/09/2023 Bill	32215	31786	429					158.79	158.79
01/17/2023 Payment								-158.79	0.00
02/06/2023 Bill	32652	32215	437					165.05	165.05
02/13/2023 Payment								-165.05	0.00
03/06/2023 Bill	33048	32652	396					165.05	165.05
03/13/2023 Payment								-165.05	0.00
04/06/2023 Bill	33493	33048	445					165.05	165.05
04/14/2023 Payment								-165.05	0.00
05/08/2023 Bill	33950	33493	457					165.05	165.05
05/15/2023 Payment								-165.05	0.00
06/06/2023 Bill	34429	33950	479					165.05	165.05
06/12/2023 Payment								-165.05	0.00
07/06/2023 Bill	34840	34429	411					165.05	165.05
07/14/2023 Payment								-165.05	0.00
08/07/2023 Bill	37378	34840	2538					186.05	186.05
08/17/2023 Payment								-186.05	0.00
09/06/2023 Bill	39000	37378	1622					171.31	171.31
09/18/2023 Payment								-171.31	0.00
10/06/2023 Bill	39775	39000	775					165.05	165.05
10/16/2023 Payment								-165.05	0.00
11/06/2023 Bill	40165	39775	390					165.05	165.05
11/20/2023 Payment								-165.05	0.00
12/06/2023 Bill	40742	40165	577					165.05	165.05
12/14/2023 Payment								-165.05	0.00
01/08/2024 Bill	41178	40742	436					165.05	165.05
01/16/2024 Payment								-165.05	0.00
02/06/2024 Bill	41770	41178	592					170.32	170.32
02/20/2024 Payment								-170.32	0.00
03/07/2024 Bill	42217	41770	447					170.32	170.32
03/15/2024 Payment								-170.32	0.00
04/08/2024 Bill	42761	42217	544					170.32	170.32
04/18/2024 Payment								-170.32	0.00
05/06/2024 Bill	43228	42761	467					170.32	170.32
05/16/2024 Payment								-170.32	0.00
06/06/2024 Bill	43736	43228	508					170.32	170.32
06/14/2024 Payment								-170.32	0.00
07/08/2024 Bill	44746	43736	1010					170.32	170.32
07/15/2024 Payment								-170.32	0.00
08/07/2024 Bill	47397	44746	2651					194.78	194.78
08/19/2024 Payment								-194.78	0.00
09/09/2024 Bill	49092	47397	1695					178.20	178.20
09/19/2024 Payment								-178.20	0.00

UTILITY ACCOUNT HISTORY

City Of Cle Elum
Weiser, Michael: 13260; Service Location: 1326.0
409 W SECOND ST
11/20/2022 To: 12/23/2024 #2
Time: 13:48:57 Date: 12/23/2024
Page: 2

10/07/2024 Bill Billing

	Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
10/07/2024 Bill	50423	49092	1331					173.63	173.63
10/15/2024 Payment 4124								-173.63	0.00
11/06/2024 Bill Billing	52717	50423	2294					294.84	294.84
11/18/2024 Payment 4150								-294.84	0.00
12/06/2024 Bill Billing	57559	52717	4842					556.00	556.00
12/16/2024 Payment 4165								-556.00	0.00

Nov Water leak

Billing Periods 25 Billed Amt: 4,744.81 Avg 189.79

Sample Bill with No Overages

Prorate Account

Bill Type

☐ Adjustment ☐ New Bill ☐ Final Bill ☐ Apply As Credit ☐ 31 Of ☐ 31 = 100.00 ☐ Prorate Consumption ☐ Prorate Steps ☐ Document

Customer Account

Account No.

Meter No.

Bill Date

13260

1326.0

12/23/2024

Weiser, Michael

409 W SECOND ST

Bill Type

Work Orders

Due

Memo

Consumption

Water

Current 0

Previous 0

Roll

Consumption 0

Additional 0

Total Cons 0

Months 1

Date 12/23/2024

Time

Water Reads

Assign Defaults

Clear Defaults

Water

Class	1	Units	1.000	Water Prorated	\$60.13
Basic					
Overage					
Surcharge				\$10.56	
Other				\$0.00	
Tax	0.06000			\$4.24	
Late				\$0.00	
Interest				\$0.00	
				\$74.93	

Sewer

Class	1	Units	1.000	EWU	\$58.50
Water Prorated					
Basic					
Overage					
Surcharge				\$0.00	
Other				\$0.00	
Tax	0.06000			\$4.24	
Late				\$0.00	
Interest				\$0.00	
				\$74.93	

Garbage

Class	11	Units	1	xCon	\$58.50
Sewer Prorated					
Basic					
Overage					
Surcharge				\$0.00	
Other				\$0.00	
Tax	0.06000			\$4.24	
Late				\$0.00	
Interest				\$0.00	
				\$74.93	

Garbage Prorated

Class	11	Units	1	xCon	\$58.50
Sewer Prorated					
Basic					
Overage					
Surcharge				\$0.00	
Other				\$0.00	
Tax	0.06000			\$4.24	
Late				\$0.00	
Interest				\$0.00	
				\$74.93	

Sewer Reserve

Class	10	Units	1.00	Net Metering	\$33.58
Sewer Reserve Prorated					
Basic					
Overage					
Surcharge				\$0.00	
Other				\$0.00	
Tax	0.00000			\$0.00	
Late				\$0.00	
Interest				\$0.00	
				\$33.58	

Class	10	Units	1.00	Net Metering	\$33.58
Sewer Reserve Prorated					
Basic					
Overage					
Surcharge				\$0.00	
Other				\$0.00	
Tax	0.00000			\$0.00	
Late				\$0.00	
Interest				\$0.00	
				\$33.58	

Actions

☐ Confirm to Write

☐ Set To Inactive

"Adjustments" can NOT be on a billing cycle day.

Utility Deposit Refund

Leave On Deposit

Deposit Refunded

Status

Write Bill

Apply Deposit

Deposit Applied

Approved

Billed Utility Deposit

Totals

Account Balance

Prorated Charges

Bill Total

\$0.00

\$170.52

\$170.52

#4

Work Order #: 1541

Work Order Date: 12/09/24

Work Type:

Request Type: Citizen

Attending Staff: Audrey Casassa

Requester Name: Michael Weiser

Requester Phone: 509 304-9650 Call before you come

Assigned Department:

Work Type: Leak Checks

Work Description: 409 West Second St 12/10 Between 9-10am

Work Address/Location: Meter # 19993100

Date Closed:

Status: COMPLETE

Notes

12/11/2024

They are leaking 1.3 gpm with the house and shop shut off

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:

A

Work Order #: 1552

Work Order Date: 12/17/24

Work Type:

Request Type: Internal

Attending Staff: Audrey Casassa

Requester Name: Mike Wieser

Requester Phone: 509 304-9650

Assigned Department: Water

Work Type: Turn Water OFF

Work Description: Please turn water off ASAP, they are digging to fix their leak.

Work Address/Location: 409 West Second St Meter # 19993100

Date Closed:

Status: COMPLETE

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:

HA 4

Work Order #: 1553

Work Order Date: 12/17/24

Work Type:

Request Type: Internal

Attending Staff: Whitney Prosek

Requester Name: Mike Wieser

Requester Phone: 509 304-9650

Assigned Department: Water

Work Type: Turn Water On

Work Description: Please turn water ON for testing

Work Address/Location: 409 West Second St Meter # 19993100

Date Closed:

Status: COMPLETE

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:

#5



REQUEST FOR LEAK ADJUSTMENT

Please review the City of Cle Elum Code 13.12.115 Petition for and relief from water bill. If you feel you are entitled to an adjustment, please complete this form, and return this to the Utilities Department acasassa@cleelum.gov, or in person at City Hall or by mail to

City of Cle Elum
119 West First St
Cle Elum, WA 98922

For Any questions, please call 509 674-2262

Date: December 23, 2024

Name: Michael Weiser Account #: 13260

Service Address: 409 West 2nd Street

City: Cle Elum State: WA Zip: 98922

Phone: (509) 304 9650

Mailing Address if different than property address: N/A

Date leak was discovered: Approx. End of October - Beginning of November

Date leak was fixed: December 17, 2024

Description of leak including location and how it was fixed:

Public Works talked to Mr. Weiser after putting a tag on the door indicating a water leak early November? Looking at the Utility Invoice from the City, the payment amount was rather high for October but not like November's invoice. We had a tag on the door to call City this time. Mr. Weiser talked to the City and we had Jessica from Public Works check the meter again. We called American Leak Detection to come out and locate the leak. It was in the driveway, 61 inches from the fence. The leak was a small hole in the black, polyline pipe which we spliced and clamped. Jessica was out several time that day, and once the leak was repaired, she checked the meter and no more leaks. Mike and Ginger Weiser would like to thank Jessica and Aaron from Public Works for all their help as well as Audrey. Attached are pictures in the yard as well as the report from American Leak Detection.

13.12.115 Petition for and relief from water bill.

In the event any person is aggrieved by the amount of one hundred dollars or more in excess of the amount billed for monthly water service, he or she may, within fifteen days of the postmark on said bill, petition the city council in writing to the utilities clerk for a downward adjustment to his or her bill. Upon receipt of such petition, the utilities clerk shall notify the public works director and the utilities committee and schedule a meeting to consider the petition for downward adjustment. The utilities committee may consult with the city public works director or his designee regarding the matter and shall, upon deliberation and oral findings following the meeting, make a recommendation to the entire city council to grant a downward adjustment only upon good cause shown. No downward adjustment will be considered for leaks within the primary residential or commercial building; however, adjustment for leaks within crawl spaces may be considered on a case-by-case basis. Any bill granted a downward adjustment by the city council shall not exceed five hundred dollars in relief and shall be presented to the mayor for his signature on the face thereof. Notice of the reduction shall be provided in writing by the city to the customer. No ratepayer may petition the city council more than one time per twelve-month period for such a downward adjustment.

In the event that city-maintained water pipes prevent water service to a customer's water meter due to cold or frozen weather for more than two days (forty-eight hours), the city council may, upon the recommendation of the city public works director and the utilities committee, provide equitable relief to the customer by crediting up to one month's water fees which include water base rate fee, water reserve fee, and applicable water taxes for every two to thirty days of interrupted service, or multiples thereof. In the event any neighbor assists a customer with frozen, city-maintained water service by providing water through that neighbor's meter (i.e., through the use of a hose or similar apparatus), that neighbor will be allocated double the volume of water in the base rate for the same period of interrupted service.

(Ord. 1464 § 1, 2017; Ord. 1312 § 4, 2009; Ord. 1158 § 1, 2001; Ord. 1122 § 2, 2000)

The Cle Elum Municipal Code is current through Ordinance 1613, passed July 26, 2021.

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: cityofcleelum.com

City Telephone: (509) 674-2262

Code Publishing Company

13.12.050 Repair of service pipes – Owner’s responsibility.

The service pipe past the meter must be kept in repair by the owner, who shall repair any leaks promptly and shall be responsible for damages resulting from leaks or breaks.

(Ord. 776 § 8, 1981)

The Cle Elum Municipal Code is current through Ordinance 1613, passed July 26, 2021.

Disclaimer: The city clerk’s office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk’s office for ordinances passed subsequent to the ordinance cited here.

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Code Publishing Company



General Report

American Leak Detection of the Inland Northwest & Montana

PO Box 2050 Hayden, ID 83835

spokane@americanleakidnm.com

WA: (509) 631-8513 | ID: (208) 739-9647 | MT: (406) 551-6906

General Contractor #: AMERILD814LL

WORK AUTHORIZATION

Estimate and Quote

Date of Visit	Dec 13, 2024
Tech Name	Ricardo Vasquez
Bill to Insurance	No
Estimate	\$570/2hrs, \$225/hr thereafter TC of \$225

Work Authorization

Work Authorization

I hereby authorize American Leak Detection to perform leak detection services on the following terms and conditions:

- 1. Scope of Work:** The leak detection services will include but are not limited to identifying, locating, and assessing leaks throughout the property .
- 2. Access:** I grant access to the premises for the leak detection technicians from American Leak Detection during the agreed-upon date and time.
- 3. Liability:** American Leak Detection shall take reasonable care during the performance of the services, but I understand that unforeseen circumstances may occur. I agree that American Leak Detection shall not be held responsible for any damages or potential leaks that arising during the detection process.
- 4. Costs and Payment:** I agree to pay the agreed-upon fee for the leak detection services. Payment will be made upon completion of the services.
- 5. Taxes and Fees:** Any and all fees and/or taxes are the sole responsibility of the customer.
- 6. Confidentiality:** Any information obtained during the leak detection process shall be treated as confidential and will not be disclosed to any third party without prior consent.
- 7. Completion Timeline:** The leak detection services are expected to be completed within the estimated time frame, barring any unforeseen circumstances.

Ultimately it is the customer's property and it is their decision on where to expose the line based on the leak location test results and the known information on line location, etc. No one can guarantee what may be encountered under the slab or underground until the exposure takes place.

I acknowledge that I have read and understood the terms and conditions outlined above and agree to abide by them.

Printed Name

Mike Weiser

Signature

JOB INFORMATION

Customer Information

Customer Name	Mike Weiser
Customer Information	509-304-9650 wysermgwysmer@gmail.com
Reason for Visit	Water bill went up to about \$600 from \$170. About 500 feet of line with 2 FFH. Pipe is 6 feet under the ground. Has not lost pressure. No water pooling 1.4GPM. House was built in 1996.
Site Address	409 W 2nd St Cle Elum, WA 98922
Were inspection conditions met?	Yes

SUPPLY LINE

Supply Line Inspection

Trace Gas Testing	No
Leak Detection Results	Discussed the scenario with the homeowner. Performed point checks on the 3 Frost Free Hydrants (FFH) on the property. Loud leak sound was detected on the FFH near the water meter. Induced nitrogen through the FFH on the side of the shop. Performed a full electronic leak detection on the service line. The best leak sound was detected in the driveway approximately 10-15 feet from the FFH near the meter. Measured the distance from the fence as there was snow on the ground. Marked the indicated leak location with a stone per customer request. Discussed the findings with the homeowner. Homeowner will contact ALD if no moisture is present when the pipe is exposed.
Photo of Leak Location	



Verbally communicated if the leak is not located in the area marked it is the customers responsibility to call ALD immediately. Yes

SERVICE

Service

SERVICE

1 OF 1

Service

Service Performed	Residential Service Line
Job Cost	\$570.00
Quantity	1
Sub-Total	\$570.00

Sub-Total \$570.00 USD

REPORT

Payment

Travel Charge	\$225.00
Tax Rate	0
Sales Tax	\$0.00
Total Charge	\$795.00
Payment Type	Check
Name on Check	Virginia E. Weiser
Check Number	4167

Thank you for your prompt payment!

Office Info

Discussed Findings With the Customer Yes











Agreement for Operations, Maintenance and Management Services

THIS AGREEMENT is entered into this **23th day of June 2015**, by and between

City of Cle Elum, a municipal corporation of the State of Washington,
with its principal address at 119 West First Street, Cle Elum,
Washington 98922 (hereinafter "**CITY**");

And

Veolia Water North America – West, LLC, with offices located at
3731 Wilshire Boulevard, Suite 600, Los Angeles, California 90010
(hereinafter "**VEOLIA**")

WHEREAS, CITY owns and provides facilities for the operation, maintenance and treatment of water; and,

WHEREAS, CITY desires to employ the services of VEOLIA in the operation, maintenance and management of these municipal water treatment facilities, and VEOLIA desires to perform such services for the compensation provided for herein as of the Commencement Date;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, CITY and VEOLIA agree as follows:

1 General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in **Appendix A**.
- 1.2 All real and personal property (including but not limited to land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles) presently or hereinafter acquired or owned by CITY shall remain the exclusive property of CITY unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 1.4 VEOLIA shall have the right to assign this Agreement, without CITY's consent, (i) to an affiliate that has the technical and financial ability to perform VEOLIA obligations hereunder; or (ii) in conjunction with a merger, consolidation or sale of substantially

all of the assets of VEOLIA. VEOLIA shall provide prior written notice to CITY of any such transfer, along with evidence of the technical and financial ability of the transferee. In any such transfer, VEOLIA expressly warrants and guarantees that the transferee in fact does have the technical and financial ability to perform VEOLIA obligations hereunder. VEOLIA may also collaterally assign this Agreement and/or its right to any payments hereunder, but not its obligations to perform services hereunder, to one or more lenders providing financing to VEOLIA or any affiliate thereof. Any other transfer or assignment by either VEOLIA or the CITY of this Agreement shall be null and void unless authorized by the other party in writing in advance, such authorization not to be unreasonably withheld.

- 1.5 This Agreement, including **Appendices A - H** is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "VEOLIA" and "CITY" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, agents and subcontractors or anyone acting on their behalf.
- 1.6 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- 1.7 It is understood that the relationship of VEOLIA to CITY is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that VEOLIA is to supply professional engineering services to CITY, unless specifically stated in this Agreement to the contrary.
- 1.8 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's and expert witness fees and costs, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.
- 1.9 There are no third-party beneficiaries intended under this Agreement. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.10 Prior to the Commencement Date, each party shall designate in writing an employee or other representative of the designating party to promptly and expeditiously exchange information with the other party, render decisions and who shall have full authority to approve changes in the Scope of Work and compensation therefore, by

written Change Orders reflecting such changes, of a monetary value not to exceed five thousand dollars (\$5,000.00). Authority to approve all other changes shall be reserved to the City Council which shall exercise its best efforts to promptly consider and render decisions regarding any such matters that exceed five thousand dollars (\$5,000.00).

- 1.11 Notwithstanding any collective reference herein to VEOLIA, the parties hereto acknowledge and agree that any and all services which do not require a Washington licensed contractor shall be performed by VEOLIA.

2 VEOLIA's Services

- 2.1 Within a reasonable time after start-up, VEOLIA will staff the Project with employees who have met all required licensing and certification requirements of the State of Washington.
- 2.2 VEOLIA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water treatment process control, operations, maintenance, safety, and supervisory skills.
- 2.3 VEOLIA shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control.
- 2.4 Within sixty (60) days after VEOLIA begins service under this Agreement, VEOLIA will provide a physical inventory of CITY's equipment and vehicle(s) in use at the Project and a general statement as to the condition of each.
- 2.5 VEOLIA will provide CITY with a physical inventory of chemicals and other consumables on hand when VEOLIA begins services under this Agreement within sixty (60) days. VEOLIA will provide CITY with the same quantity of chemicals or equivalent upon termination of this Agreement.
- 2.6 VEOLIA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by CITY and assist CITY in enforcing existing equipment warranties and guarantees.
- 2.7 VEOLIA shall provide the CITY with full written documentation that preventive maintenance is being performed on CITY's owned equipment, in accordance with manufacturer's recommendations, at industry standard intervals and in sufficient detail as may be mutually determined by the CITY and VEOLIA. Such a maintenance program must include written documentation of corrective and preventive maintenance and a spare parts inventory.

- 2.8 VEOLIA shall maintain and/or monitor the Project on a 24-hour per day, seven-day per week schedule. VEOLIA is expected to perform the majority of standard facility operations during normal business hours. After-hour overtime and call-outs are anticipated and will reasonably be covered by VEOLIA. However, if excessive after hour work or overtime activity results from alarm issues with faulty, outdated equipment, the CITY shall work promptly with VEOLIA to make equipment corrections/updates/improvements and shall appropriately compensate VEOLIA for the additionally required labor, service, materials and/or equipment replacement.
- 2.9 Visits may be made at a reasonable time by CITY's employees so designated by CITY's representative. Keys for the Project shall be provided to CITY by VEOLIA for such visits. All visitors to the Project shall comply with VEOLIA's operating and safety procedures and any requirements of either Party's insurers.
- 2.10 VEOLIA will perform a Comprehensive Maintenance Evaluation ("CME") on appropriate Plant equipment at the Project. The CME will be delivered to CITY within 180 days of services beginning under this Agreement. This evaluation will be updated at least bi-annually (every odd year). Costs incurred for the CME shall be charged to the Maintenance and Repair Limit.
- 2.11 VEOLIA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the need, if any, for CITY to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to VEOLIA's operations hereunder and federal regulations promulgated pursuant to the Americans with Disability Act ("ADA"). Nothing herein shall be construed to place upon VEOLIA a duty to find and report violations of either the safety laws or the ADA at the Facility.
- 2.12 VEOLIA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without CITY's prior written approval, if the complete modification Cost shall be in excess of five thousand dollars (\$5,000.00).
- 2.13 In any emergency affecting the safety of persons or property, VEOLIA may act without written amendment or change order, at VEOLIA's discretion, to prevent threatened damage, injury or loss. VEOLIA shall be compensated by CITY for any such emergency work notwithstanding the lack of a written amendment including overtime or holiday labor resulting from equipment malfunctions or failures. Such compensation shall include VEOLIA's Costs for the emergency work plus a reasonable mark-up for actual overhead and profit. Nothing contained in this Section shall impose upon VEOLIA a duty to perform any emergency work absent a change order, and failure to perform any such emergency work shall not impose upon VEOLIA any liability for errors and

omissions. In the event of any such emergency, VEOLIA shall immediately after discovery of the emergency actually notify CITY's representative of the nature and scope of the emergency and the failure of VEOLIA to so notify City's representative may constitute a material breach of this Agreement.

- 2.14 As required by law, permit or court order, VEOLIA will prepare the monthly plant performance reports and will submit them to Washington State Department of Health, or other appropriate authorities. VEOLIA will assist the CITY in preparation of the annual reports for CITY signature.
- 2.15 VEOLIA will provide laboratory testing and sampling presently required by plant performance portions of the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. For all required laboratory testing that cannot be performed on-site, VEOLIA will send and have samples tested at a certified third party lab at the CITY's cost.
- 2.16 Upon request of CITY or as it shall deem necessary, VEOLIA will annually provide a listing of recommended capital improvements required for the Project. VEOLIA will not be relieved of its responsibility to perform if the recommendations are not implemented; provided, however, that capital improvement necessary to: (i) meet permit requirements; (ii) meet federal, state or local laws, rules or regulations for the safety of persons in or about the Project; or (iii) meet ADA requirements, shall not be optional for the CITY. If approved, the CITY shall be responsible for the development, permitting, financing, design and construction of said improvements except to the extent delegated to VEOLIA by a Change Order.
- 2.17 Within the design capacity and capabilities of the Water Treatment Plant(s) described in **Appendix B**, VEOLIA will manage, operate and maintain the Plant(s) so that water produced from the Plant(s) meets the requirements specified in **Appendix C**.
- 2.18 VEOLIA shall operate the water treatment plant(s), pump station(s), and provide logistical support for waste sludge removal. Note that waste sludge removal costs are at the CITY's expense.
- 2.19 Subject to the availability of funds within the approved Maintenance and Repair Limit Budget, VEOLIA will perform all Maintenance and Repairs for the Water portion of the Project, and submit monthly account expense information to CITY, along with a detailed invoice. If Maintenance and Repair expenditures exceed the Maintenance and Repair Limit budget, applicable documentation shall be reported and submitted by VEOLIA to the CITY.

- 2.20 VEOLIA shall provide all labor, materials, procedures, training and equipment required for compliance with applicable safety requirements. VEOLIA will be responsible for the identification, interpretation and application of all applicable safety requirements and for maintaining compliance with such requirements.
- 2.21 VEOLIA shall be solely and completely responsible for operation, maintenance and management of the Project and shall perform all required and appropriate operation and maintenance services, including but not limited to the following services:
- 2.21.1 Provide continuous full-service operations and maintenance in accordance with the terms of this Agreement, Applicable Law, good industry practice, all equipment O&M manuals and the Project O&M Procedural Manual.
 - 2.21.2 Provide the required labor, materials, machinery, vehicles, equipment, warranty maintenance, utilities, chemicals, supplies, spare parts, expendables, consumables, long-lead-time replacement items, and all other items to properly operate and maintain the Project.
 - 2.21.3 Perform routine repairs and maintenance of all structures, buildings and grounds that are part of the Project, including painting and landscaping services not already being performed by the CITY.
 - 2.21.4 Keep the Project neat, clean and litter free at all time and ensure that Project operations do not create, or allow to continue, litter, noise fugitive dust, vector or other adverse environmental effects that may constitute, with respect to each of the foregoing, a nuisance condition or violation of applicable law.
 - 2.21.5 Maintain well-documented records of operations, maintenance, personnel, training, safety, inspections, materials, and other significant events.
 - 2.21.6 Meet with CITY not less than monthly, CITY's direction, to review and discuss operations and maintenance activities, reports, ongoing and expected expenses, plans, and events which may impact the delivery of service. At any time, with or without notice, CITY or its designated representative(s) may inspect the Project to ensure all required work is being performed. All visitors to the Project shall comply with VEOLIA's operating and safety procedures.
- 2.22 Prior to the Commencement Date as negotiated, VEOLIA has inspected the Project and has:

- 2.22.1 verified that the Project, as constructed, is reasonably capable of functioning in a manner that allows VEOLIA to meet its performance obligations under this Agreement and that the Project is free from apparent defects that would impair VEOLIA's ability to meet its performance obligations under this Agreement;
- 2.22.2 verified that all necessary utilities are connected and fully functional;
- 2.22.3 verified that VEOLIA has obtained the following: (i) partial as-built plans; (ii) equipment and vendor list(s) and asset inventory; (iii) O&M Manuals; (iv) warranty information; and (v) computer hardware and software for plant control;
- 2.22.4 provided a condition assessment of the Project consistent with this Section;
- 2.22.5 provided photographs of the Project on a compact disc;
- 2.22.6 provided an inspection report identifying any apparent deficiencies in the plant design;
- 2.22.7 provided a summary of warranty information;
- 2.22.8 provided a sample invoice; and
- 2.22.9 verified that it has obtained all applicable business licenses.
- 2.22.10 verified that there are existing remote communication equipment deficiencies that the City is currently and working to resolve by repairing, replacing or upgrading equipment.
- 2.23 VEOLIA shall annually provide, by year's end an updated recommended five year capital plan for the Project, and VEOLIA will work with the CITY's staff and/or its designated engineer to develop said plan.
- 2.24 VEOLIA shall provide the CITY with a monthly operations, management and maintenance report in a form approved by the CITY. The Report shall list the quantity and quality of the water treated; document operations problems experienced; document residuals generated and transported for disposal; and document the quantities of electricity, fuels and chemicals used. The report shall describe the magnitude and duration of violations of permit requirements, the details of the circumstances causing the violations, and the actions instituted to correct the violations. The report shall include copies of any correspondence with regulatory

agencies, including that associated with any permit violations. The report shall also list all maintenance work performed, the maintenance plan for the next month, and record keeping activities, including work order status updates, spare parts inventories and other such information appropriately presented in the monthly operations and maintenance report. The report shall document damages to CITY's property and any serious accidents, injuries, emergencies or significant alarm activation and the response actions taken.

3 CITY's Duties

- 3.1 The CITY shall fund all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses described in Section 2.11. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit, when reasonably requested by VEOLIA, shall be the sole responsibility of CITY.
- 3.2 The CITY shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to CITY and are not transferred to VEOLIA under this Agreement.
- 3.3 The CITY shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, if any, other than taxes imposed upon VEOLIA's income and/or payroll taxes for VEOLIA employees.
- 3.4 In the event VEOLIA is required to pay any sales tax or use taxes on the value of the services provided by VEOLIA hereunder or the services provided by any subcontractor of VEOLIA, such payments shall be reimbursed by the CITY, unless the CITY furnishes a valid and properly executed exemption certificate relieving the CITY and VEOLIA of the obligation for such taxes. In the event the CITY furnishes an exemption certificate which is invalid or not applicable to services by VEOLIA, the CITY shall indemnify VEOLIA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VEOLIA's reliance on such certificate.
- 3.5 The CITY shall provide VEOLIA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of CITY's heavy equipment that is available as determined in the City's sole reasonable discretion so that VEOLIA may discharge its obligations under this Agreement in the most cost-effective manner.
- 3.6 CITY shall provide all registrations and licenses for CITY's vehicles used in connection with the Project.

- 3.7 CITY shall provide for VEOLIA's exclusive use of all vehicles and equipment presently in full-time use at the Project, including, but not limited to its truck and Genie lift.
- 3.8 CITY shall provide the Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by CITY and shall accept liability for such losses, except to the extent such losses are directly caused by the negligent acts or omissions of VEOLIA.
- 3.9 CITY warrants that during the interim period between the initial Project inspection by VEOLIA and the Commencement Date, the plant, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed, and there are no materially adverse issues known to CITY regarding the condition of the Project and Facility composing the Project and/or any equipment used by the Project.
- 3.10 CITY shall be responsible for the payment of all accrued benefits, vacation and comp time of any CITY employees who shall become employees of VEOLIA, until the date of separation of such CITY employees from CITY employment.

4 Compensation

- 4.1 VEOLIA's compensation under this Agreement shall consist of a lump sum Annual Fee, payable pursuant to Section 5.1, together with reimbursement of costs included in allowance categories as discussed below. The Annual Fee for each contract year, and budgets for allowance categories, is included in **Appendix D**. The CITY also authorizes VEOLIA to purchase, at CITY expense under compensation mechanisms in this Agreement, the water treatment equipment listed on **Appendix G**. Except as set forth in **Appendix D**, the lump sum Annual Fee includes all of the following costs, activities and services in exchange for payment of the Annual Fee as provided in Section 5:
 - 4.1.1 Personnel Services: All costs directly attributable to employees necessary for the operation of the Project, including, without limit: salaries; wages; overtime; pay differential; longevity; unemployment compensation; holiday pay; meal allowance; training; education assistance; medical and dental insurance plans; life insurance; retirement contributions; and sick leave.
 - 4.1.2 Equipment: All costs directly attributable to equipment necessary for operation of the Water Treatment Plant including, without limit: office equipment; laboratory equipment; safety equipment; tools; communication equipment; maintenance equipment; vehicles; mechanical equipment; and manually operated equipment. Veolia assumes responsibility for managing

and operating existing CITY equipment and shall supply day-to-day consumables for said equipment. Such costs are included in the Annual Fee unless expressly excluded in **Appendix D**.

4.1.3 **Materials and Supplies**: All costs directly attributable to materials and supplies necessary for operation of the Project, with exception of those items necessary for maintenance, including, without limit: gasoline and diesel fuel; vehicle supplies; vehicle accessories; office supplies; clothing and uniforms; and other materials and supplies. Such costs are included in the Annual Fee unless expressly excluded in **Appendix D**.

4.1.4 **Outside Services**: All costs directly attributable to outside services necessary for operation of the Project, including, without limit: equipment rentals; temporary and/or part-time help; legal fees; registrations; cell phones (excluding existing landlines and existing telemetry lines for which City is responsible); courier service; dues; subscriptions; postage and freight charges; advertising; printing and binding; insurance; and other professional services. Such costs are included in the Annual Fee unless expressly excluded in **Appendix D**.

4.2 **Annual Fee Adjustments**: On the anniversary date of the Commencement Date, the Annual Fee shall increase for the upcoming year. Except as modified by Section 4.3, the increase shall be based on the most recent Consumer Price Index, West Region All Items, 1982-1984=100 - CUUR0400SA0 ("CPI") as published by the U.S. Bureau of Labor Statistics except in the event the CPI is zero or negative in which case the Annual Fee for the upcoming year shall increase by one percent (1%) from the prior year's Annual Fee. In no event shall the Annual Fee increase by more than four percent (4%) from the prior year's Annual Fee. The escalation amount shall be calculated in accordance with formula provided in **Appendix E**. Actual escalation amounts for the subsequent year shall be based on the published CPI.

4.3 **Health Insurance Escalation**: If health care costs for VEOLIA employees at the Project site as measured and published by the U.S. Bureau of Labor Statistics Medical Care CPI-U (Series I.D. CUR0000SAM) as published by the U.S. Bureau of Labor Statistics increase at a rate greater than the annual escalation as determined by the CPI in any contract year, the costs in excess of the annual escalation shall be added to the subsequent year Annual Fee. This increase shall be applied to 9.2% of Personnel Services costs. Notwithstanding the forgoing, VEOLIA and the CITY acknowledge and agree that any health insurance cost adjustments to the Annual Fee shall not exceed the percentage of increase in (i) the most recent full year Medical Care CPI-U (Series I.D. CUR0000SAM), (ii) or seven percent (7%), whichever is less, from one year to the next ("**Health Care Adjustment**"). See the Following Examples:

Example 1. If the annual escalation in the contract year commencing on January 1, 2016 is 3% (CPI), and CITY's health care costs increase by 4%, the annual fee would be increased by \$182 under this provision, which is the delta between the Contract CPI and the Health Care Adjustment (1% of 9.2%) of the total annual personnel services for the year commencing on January 1, 2016 (\$197,827).

$$\text{Step 1} \quad \Delta \frac{CPI (3\%)}{HCA (4\%)} = 1\%$$

$$\text{Step 2} \quad 9.2\% \text{ of } \$197,827 = \$18,200$$

$$\text{Step 3} \quad 1\% \text{ of } \$18,200 = \$182.00 \text{ added to annual fee.}$$

Example 2. If the annual escalation in the contract year commencing on January 1, 2016 is 3%, and CITY's health care costs increase by 18%, the annual fee would be increased by \$1,274 under this provision (7% (Health Care Cap) of 9.2%) of the total annual personnel services for the year commencing on January 1, 2016 (\$197,827).

$$\text{Step 1} \quad \Delta \frac{CPI (3\%)}{HCA (18\%)} = 15\%$$

$$\text{Step 2} \quad 9.2\% \text{ of } \$197,827 = \$18,200$$

$$\text{Step 3} \quad 7\% \text{ (HCA Max Cap) of } \$18,200 = \$1,274.00 \text{ added to annual fee}$$

4.4 VEOLIA shall undertake all commercially reasonable efforts to obtain the best value pricing for all items covered under this Section 4.4. The following charges are included as allowance categories and shall be paid to VEOLIA in addition to the Annual Fee:

4.4.1 Variable Costs: CITY will pay VEOLIA for all costs directly attributable to the use of chemicals for the purposes of plant operations and costs, based on actual cost plus a 5% markup. Variable costs reimbursement shall be made on a monthly basis supported by invoices documenting expenditures. Costs submitted for reimbursement under this category shall exclude VEOLIA staff labor reimbursed under Appendix D, and Personnel Services.

4.4.2 Utilities: CITY will reimburse VEOLIA for all costs directly attributable to the actual cost (with no markup) of utilities necessary for the operation of the Project, including, without limit, electricity costs based on actual utility company invoiced costs for electrical power. The CITY will provide water to the facility and will pay these costs directly. Utility costs reimbursement shall be made on a monthly basis supported by invoices documenting expenditures.

- 4.4.3 Maintenance and Repair: CITY will reimburse VEOLIA for all maintenance and repair expenditures including, without limit: repair parts; maintenance equipment; maintenance supplies; outside maintenance services; oil and grease; packing and maintenance equipment rental. Costs submitted for reimbursement under this category shall exclude VEOLIA staff labor reimbursed under Appendix D, Personnel Services. Maintenance and Repair cost reimbursement shall be made on a monthly basis supported by invoices documenting expenditures. Reimbursement shall be based on actual cost plus a 5% markup. Prior to use of VEOLIA staff labor or equipment for performance of maintenance and repair, VEOLIA must submit labor and equipment rates for review and approval by the CITY.
- 4.4.4 Any savings after the Commencement Date realized from modifications or changes to the operations and maintenance of the Facilities that are the result of actions or expenses by VEOLIA rather than the CITY shall be evenly shared between the two parties after VEOLIA has recovered the full cost of its investment on such modifications or changes. Such savings will be calculated each year, and the cost figures used in that calculation shall include indirect support and profit costs. VEOLIA shall submit a request and receive prior approval by the CITY for any contemplated modifications or changes to the operations and maintenance of the Project before any such work commences. Upon approval by the CITY of the proposed changes or modifications, the parties shall execute an amendment to this Agreement confirming such changes and any resulting adjustments to VEOLIA's compensation.

5 Payment of Compensation

- 5.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided. The "Billing Period" for any month shall commence on the first day of the month and conclude on the last day of the month. VEOLIA shall provide CITY with a statement for the Billing Period, which statement shall reflect the summation of the earned Annual Fee and the earned amount included in the allowance categories as set forth in Section 4. Each statement shall identify earned amounts for the Billing Period, as well as a cumulative year-to-date amount (commencing with the anniversary of the Commencement Date and continuing through the Billing Period for the current invoice), and an updated estimate of end- of-the-year balances/deficits. VEOLIA'S monthly billing statement for the Annual Fee component shall be based on 1/12 the amount of the approved Annual Fee for the then current Contract Year. CITY shall pay all undisputed amounts of the invoice within thirty (30) days of receipt of a properly prepared billing statement, and the Parties agree use their best efforts to resolve any disputed pass

through or reimbursable costs as identified in **Appendix D** not later than, thirty (30) days of receipt of a properly prepared billing statement.

- 5.2 Any monies payable pursuant to Section 5.2 will be paid normally within thirty (30) calendar days; however, if billing disputes arise, the CITY has up to sixty (60) calendar days after invoicing to pay any such disputed amounts.
- 5.3 CITY shall pay interest at an annual rate equal to 6%, said rate of interest not to exceed any limitation provided by law, on undisputed invoice amounts payable but not paid and received within forty-five (45) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate allowed by law.

6 Scope Changes

- 6.1 The Parties shall use their best efforts to negotiate an equitable Change in Scope of services if and when VEOLIA's costs of providing services under this Agreement change as a result of:
 - 6.1.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of Uncontrollable Circumstances.
 - 6.1.2 Increases or decreases of treatment volumes occurring after the first five (5) years following the Commencement Date that deviate from the preceding five years annual average by more than ten percent (10%) shall entitle either Party to the right to request an adjustment to the Annual Fee to reflect actual operating costs resulting from such deviations. Upon such a material deviation in volumes, the Parties shall negotiate in good faith an equitable adjustment to the Annual Fee.
 - 6.1.3 Increases or decreases in rates or other related charges (including taxes) imposed upon VEOLIA by a taxing authority - excluding taxes based on VEOLIA's net income or business operations in the State of Washington (such as excise tax, business and occupation tax or any sales tax applicable to VEOLIA's operation services), and/or payroll taxes for VEOLIA employees; and/or
 - 6.1.4 CITY requests of VEOLIA and VEOLIA consents to provide additional services.

- 6.2 At any time the CITY may request VEOLIA to provide support and/or construction services for the CITY's water systems capital projects. Such support and/or construction services may include planning, design, construction and/or construction management services. In this case, VEOLIA shall propose a scope of services, schedule, and budget identifying direct costs and overhead/profit charges. VEOLIA shall not proceed with any capital project services without express written authorization of the CITY.

7 Indemnity, Liability and Insurance

- 7.1 VEOLIA agrees that it shall defend, indemnify, and hold harmless the CITY, and its officers, employees, agents, and persons under CITY's control or supervision, from and against, and pay the full amount of, all settlements, judgments, costs, and expenses, including attorney and expert witness fees, and shall defend the CITY in any suit, including appeals, for personal injury to, or death of any person, or loss or damage to property arising out of (1) the negligence, wrongful conduct, or other fault of VEOLIA or any of its officers, members, employees, agents, representatives, contractors, or subcontractors in connection with its obligations or rights under this Agreement, (2) the negligent operation of the Project by, or under the direction of VEOLIA, or (3) non-performance of VEOLIA's obligations under this Agreement. VEOLIA shall not, however, be required to reimburse, defend, indemnify or hold harmless CITY (a) to the extent caused or contributed by the negligence or other wrongful conduct, act or omission of CITY, or (b) to the extent arising from any Uncontrollable Circumstance.

- 7.1.1 CITY shall promptly notify VEOLIA in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give VEOLIA the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the written approval of VEOLIA. If VEOLIA elects to defend such claim, VEOLIA shall have the sole and exclusive right to resolve and settle such claim, provided VEOLIA shall not settle any such claim against the CITY without the CITY's approval unless such settlement fully resolves and releases all claims against the CITY. This indemnification obligation shall include, but is not limited to, all claims within the scope of the foregoing indemnification made against CITY by an employee or former employee of VEOLIA, and VEOLIA expressly waives, pursuant to mutual negotiation, all immunity and limitation on liability under any Industrial Insurance Act (including Title 51 RCW), other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such a claim.

- 7.1.2 In accordance with and subject to the terms and conditions of this Section, VEOLIA shall indemnify, defend, and hold CITY harmless to the fullest extent allowed by Law.
- 7.1.3 To the extent that any portion of this Section is invalidated by a Court, the remainder shall be construed to provide the broadest protection to CITY allowed by law. The provisions of this Section shall survive termination or expiration of this Agreement.
- 7.1.4 VEOLIA shall require all subcontractors providing work on the Project to provide identical or substantially similar indemnification to the CITY; provided that nothing in this sentence shall limit the scope of VEOLIA's indemnification obligations as set forth in the preceding paragraph.
- 7.2 CITY agrees to defend, indemnify and hold VEOLIA harmless from any claims, losses and liabilities that are caused solely by or results from the negligent acts, errors, omission or willful misconduct of CITY; provided, that CITY's indemnification shall not extend to that portion of any demand, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligent acts, errors, omissions or willful misconduct of VEOLIA. It is further specifically and expressly understood that the indemnification provided herein constitutes CITY's waiver under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.
- 7.3 Unless covered by the insurance policies provided by the Parties hereunder, neither VEOLIA nor the CITY shall be liable to the other in any action or claim for consequential, incidental or special damages, loss of profits, loss of opportunity, loss of product or loss of use, regardless of whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.
- 7.4 VEOLIA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring during the Term of this Agreement, as a result of a violation of water quality standards or requirements that are a result of VEOLIA's negligence. VEOLIA shall indemnify and hold CITY harmless from the payment of any such fines and/or penalties. CITY will assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the cost of any such contest, including the actual salary and overhead of City employees who provide requested assistance to VEOLIA.

- 7.5 CITY shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on CITY and/or VEOLIA that are not a result of VEOLIA's negligence, or are otherwise directly related to the ownership of the Project and shall indemnify and hold VEOLIA harmless from the payment of any such fines and/or penalties.
- 7.6 VEOLIA Limitation: Notwithstanding anything to the contrary contained in this Agreement (except as addressed in this Section 7. 6), the aggregate liability of VEOLIA under this Agreement for claims, damages or losses shall not exceed \$1,000,000, regardless of whether such liability arises out of breach of contract, guarantee or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory.
- 7.6.1 VEOLIA Exclusions From Limitation: The liability cap contained in Section 7.6 above shall not apply to any of the following claims, damages or losses, which shall not be counted toward the calculation of the liability cap:
- 7.6.1.1 Any losses or liabilities sustained by VEOLIA and/or CITY as the result of claims asserted by third parties from injuries and/or damages caused by the negligence, gross negligence, or willful misconduct of VEOLIA;
- 7.6.1.2 Any fines, penalties or attorneys' fees paid or sustained by VEOLIA and/or CITY to persons or entities other than CITY due to VEOLIA's negligence, gross negligence, or willful misconduct of VEOLIA; and
- 7.6.1.3 Any proceeds paid from VEOLIA's Required Insurance.
- 7.6.2 CITY Limitation: This Agreement is made by CITY for the sole benefit of CITY and VEOLIA, and no other person or persons shall have any benefits, rights or remedies under or by reason of this Agreement, or by reason of any actions taken by the Parties pursuant to this Agreement unless specifically stated herein. CITY shall not be liable to any contractors, subcontractors, suppliers, architects, engineers or other individuals or entities for labor or services performed or materials supplied in connection with this Agreement. CITY shall not be liable for any debts or claims accruing in favor of any such individuals or entities against VEOLIA or others or against the Project. No payment of funds directly to a contractor or subcontractor or provider of services shall be deemed to create any third-party beneficiary status or recognition of that status by CITY.

- 7.7 Each Party shall obtain and maintain insurance coverage of a type and in the amounts described in **Appendix F**. Each Party shall provide the other Party with satisfactory proof of insurance.
- 7.8 The provisions of Sections 7.1 through 7.7 above shall survive the termination of the Agreement.

8 Term, Termination and Default

- 8.1 The initial term of this Agreement shall be ten (10) years commencing on the Commencement Date ("**Initial Term**"). At the end of the Initial Term, this Agreement may be renewed for up to two additional five-year terms, subject to mutually satisfactory negotiation of terms between CITY and VEOLIA. The CITY retains a one-time right to terminate the contract for convenience at the end of the fifth year, provided that the CITY notifies VEOLIA in writing no less than one hundred and twenty (120) days prior to the end of the fifth year that it intends to terminate the Agreement. In the event that the Agreement is terminated early as provided above, the CITY shall make a one-time payment to VEOLIA in the amount of \$50,000 which represents the anticipated demobilization start-up costs as of the termination date. The CITY shall also pay back any remaining amount of the outstanding equipment purchase list in **Appendix G**, based on the amortization schedule in **Appendix H**.
- 8.2 Except as provided in Section 8.1 above, a Party may terminate this Agreement only for a material breach of the Agreement by the other Party; only after giving written notice of breach; and only after allowing the other Party thirty (30) days to cure or commence taking reasonable steps to cure the breach.
- 8.3 Upon notice of termination by CITY, VEOLIA shall assist CITY in assuming operation of the Project. If additional Cost is incurred by VEOLIA at request of the CITY, then the CITY shall pay VEOLIA such Cost within 30 days of invoice receipt.
- 8.4 Upon termination of this Agreement and all renewals and extensions of it, VEOLIA will return the Project to CITY in the same condition as it was upon the Commencement Date, ordinary wear and tear excepted. Equipment and tools owned by CITY and located at the Project on the Commencement Date shall remain on- site following termination of this Agreement, including renewals and extension. Equipment and other personal property purchased by VEOLIA for use in the routine operation or maintenance practices of the Project shall become the property of the CITY upon termination of this Agreement.

9 Uncontrollable Circumstances

9.1 "Uncontrollable Circumstance" means any act, event, or condition (whether affecting the Project, the CITY, VEOLIA or any of the CITY or VEOLIA's respective subcontractors or suppliers) that materially and adversely affects the ability of such Party to perform any obligation hereunder (other than payment obligations), or materially increases the Cost of performing such obligations, provided that such act, event, or condition a) is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of that Party under this Agreement; (b) is not the result of the willful or negligent act, error, or omission of that Party; and (c) such act, event, or condition could not have been prevented by the exercise of reasonable diligence.

9.2 Inclusions. Uncontrollable Circumstances shall include, but not be limited to, the following:

- 9.2.1 an act of God, an act of terrorism, hurricane, landslide, lightning, earthquake, fire, flood, plague, tornado, (but not including normal weather conditions for the geographic area of the Project), explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade, insurrection, riot, or civil disturbance;
- 9.2.2 a Change in Law;
- 9.2.3 the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Project is located to provide or maintain utilities to the Project site that are required for the operation of the Project, and which failure directly results in a delay or curtailment of the performance of the Project;
- 9.2.4 any failure of title to the Project site or any enforcement of any encumbrance on the Project site or on any improvements thereon not consented to in writing by, or arising out of any action or agreement entered into by the Party adversely affected thereby;
- 9.2.5 the preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Project or Project site;
- 9.2.6 the presence at the Project site of subsurface structures, materials or conditions which adversely impact the obligations undertaken by VEOLIA under this Agreement and of which VEOLIA, through the exercise of reasonable diligence, could not reasonably be expected to have notice; including without limitation, adverse geotechnical conditions, subsurface structures, materials, or conditions having archaeological or Indian significance, or any habitat of endangered species;

- 9.2.7 the presence of Pre-Existing Environmental Conditions at the Project site;
 - 9.2.8 contamination of the Project site from groundwater, soil, or airborne Regulated Substances migrating from sources outside the Project site to the extent not caused by VEOLIA fault;
 - 9.2.9 the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected VEOLIA, and VEOLIA is not able, after exercising reasonable efforts, to timely obtain substitutes;
 - 9.2.10 a violation of Applicable Law by a person other than the affected Party or its subcontractors;
 - 9.2.11 labor disputes, except labor disputes involving employees of VEOLIA, its affiliates or subcontractors;
 - 9.2.12 with respect to VEOLIA, CITY fault;
 - 9.2.13 with respect to CITY, VEOLIA fault; and
 - 9.2.14 with respect to either Party, third party fault.
- 9.3 Exclusions. It is specifically understood that none of the following acts, events, or conditions shall constitute an Uncontrollable Circumstance:
- 9.3.1 general economic conditions, interest or inflation rates, or currency fluctuations or exchange rates;
 - 9.3.2 changes in the financial condition of the Party seeking relief, or any respective VEOLIA or CITY affiliates, or any subcontractor affecting the ability of such Party to perform their respective obligations;
 - 9.3.3 the consequences of error, neglect, or omissions by VEOLIA, any of its affiliates, any subcontractor, or any of their affiliates in the design, construction, start-up, testing, or acceptance of the Project, or operation, maintenance, or repair of the Project, or in the performance of any other work hereunder;
 - 9.3.4 the failure of VEOLIA to secure patents, licenses, or other authorizations in connection with the technology necessary to perform its obligations hereunder;
 - 9.3.5 the failure of any subcontractor or supplier to furnish labor, materials, services, or equipment for any reason other than for acts, events, or conditions specifically enumerated herein as Uncontrollable Circumstances;

- 9.3.6 union or labor work rules, requirements, or demands that have the effect of increasing the number of employees employed at the Project or otherwise increasing the cost to VEOLIA of the operation, maintenance, or repair of the Project, or in the performance of any other work hereunder;
 - 9.3.7 equipment failure, except when due to acts or events specifically enumerated herein as Uncontrollable Circumstances;
 - 9.3.8 any act, event, circumstance, or Change in Law occurring outside of the United States; and
 - 9.3.9 a change in any Applicable Law pertaining to taxes imposed upon VEOLIA's net income or business operations in the State of Washington (such as excise tax, business and occupation tax or any sales tax applicable to VEOLIA's operation services), and/or payroll taxes for VEOLIA employees.
- 9.4 Business Operations and Relief from Obligations: Except as expressly provided under the terms of this Agreement, no Party to this Agreement shall be liable to the other Party for any loss, damage, delay, or failure to perform any obligation to the extent that it results from an Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstances shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Agreement.
- 9.5 Notice and Mitigation: The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telephone or facsimile, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knows of the commencement thereof: followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof to the extent known, (2) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder shall be delayed (3) the amount, if any, by which the Annual Fee is proposed to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement, and (5) any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event, or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause thereof, reduce costs, and resume performance under this Agreement. While the delay continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The Party affected by such an Uncontrollable Circumstance shall furnish promptly, if and to the extent available to such Party, any additional

documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other Party.

- 9.6 Conditions to Annual Fee: If and to the extent that Uncontrollable Circumstances interfere with, delay, or increase the cost of VEOLIA's performing the services in accordance herewith, and VEOLIA has given timely notice as required by this section, VEOLIA shall be entitled to seek to negotiate an increase in the Annual Fee for performance in an amount not more than the increased cost as a result thereof. If applicable, the proceeds of any Required Insurance available to meet any such increased cost shall be reimbursed to CITY. Any cost reduction achieved through the mitigating measures undertaken by VEOLIA pursuant to Subsection 9.3 upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Annual Fee would have otherwise been increased or shall serve to reduce the Annual Fee to reflect such mitigation measures, as applicable. In the event that VEOLIA believes it is entitled to any Annual Fee relief on account of any Uncontrollable Circumstance, it shall furnish the CITY written notice of the specific relief requested and detailing the event giving rise to the claim within 30 days after giving notice pursuant to Subsection 9.3. Within 15 days after receipt of such submission from VEOLIA, CITY shall issue a written determination as to the extent, if any, CITY concurs with VEOLIA's claim for Annual Fee relief, and the reasons therefore.
- 9.7 Acceptance of Relief Constitutes Release: In the event of an Uncontrollable Circumstance, CITY may provide VEOLIA with a written offer of a combination of performance, price or schedule relief under this Section. Within five days of receiving such offer, VEOLIA shall provide CITY with written notice accepting or rejecting such offer. VEOLIA's acceptance of the offer of performance or price relief under this Section shall be construed as a release of CITY by VEOLIA (and all persons claiming by, through, or under VEOLIA) for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed. If VEOLIA rejects the offer of relief, any dispute regarding the nature of relief to be granted for such event shall be resolved as provided in Section 10; provided that the Parties may agree to certain partial relief in response to such an Uncontrollable Circumstance, while retaining their respective positions with respect to the provision of other appropriate relief during the pendency of any such dispute, any action by VEOLIA in proceeding with performance under this Agreement shall not be deemed "acceptance" of the offer made by CITY or a release of CITY for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event.

10 Dispute Resolution

- 10.1 Dispute Resolution Process: All claims, disputes, or other matters in question between CITY and VEOLIA arising out of, or relating to, this Agreement, except those matters specifically identified below as Major Disputes, shall be resolved in accordance with the following procedures: (a) informal resolution, (b) reference to the Independent Panel, and (c) judicial resolution.
- 10.2 Informal Resolution: CITY and VEOLIA acknowledge the benefits of resolving, and attempting to resolve, all disputes by discussion between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all disputes before invoking any other method of dispute resolution as provided for in this Agreement; provided, however, that the period of time for good faith negotiations shall not exceed 30 days, unless a longer period is agreed to in writing by the Parties.
- 10.3 Independent Panel: When the Informal Resolution is unsuccessful, the Parties agree to appoint a neutral from Judicial Arbitration and Mediation Services (JAMS) or other mutually agreed neutral service ("Independent") (a) to mediate and (b) to arbitrate decisions regarding all disputes that the Parties have been unable to resolve by negotiation. The Independent shall be selected and appointed jointly by VEOLIA and CITY. If the Parties are unable to agree upon the appointment of the Independent within 15 days following notice by any Party of a dispute to be referred to the Independent, JAMS shall be requested to appoint a qualified individual. The Independent shall have expertise and experience in the operation of private, public, or municipal water treatment plants, or other similar type of facilities, similar in size and complexity to the Project. All costs and expenses incurred by the Independent in the performance of its duties and responsibilities shall be shared equally between CITY and VEOLIA. In the event of any dispute between the Parties that the Parties cannot otherwise resolve by negotiation, any Party may invoke the services of the Independent by (a) giving written notice to the other Party of its intent to invoke the Independent which notice shall include a brief but detailed description of the dispute, including the relief requested, and (b) providing a copy of such notice to the Independent.
- 10.3.1 Independent Mediation: Within seven days of its receipt of the written notice, JAMS or other agreed neutral shall fix a time and place for the mediation, which date shall not be later than 30 days from the date of the receipt of such notice, and shall give the Parties at least 7 days written notice of the initial mediation session. The Independent shall meet with the Parties until either

(a) the dispute is resolved or (b) the mediator decides that further meetings will not likely result in a resolution by agreement.

10.3.2 Independent Arbitration: In the event the dispute is not resolved by mediation, the dispute shall be referred to the Independent for arbitration under RCW 7.04A. The Independent shall set a hearing date at the earliest mutually agreeable time. Each Party shall then provide the Independent with a memorandum that shall not exceed 10 pages in length, presenting in concise form its contentions relating to the dispute, including both liability and damages. Copies of such memoranda shall be exchanged between the parties not less than seven days prior to the hearing date.

10.3.3 Rules: The Independent shall conduct itself in accordance with the Rules of the Independent or other agreed neutral. The Independent shall render its decision regarding the dispute within 30 days of the notice of referral unless the Independent determines that additional time is necessary. In all matters other than Major Disputes, the decision of the Independent in the matter shall be final and binding on CITY and on VEOLIA and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10.4 Judicial Review: The Parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest that they should be resolved in the public forums provided by the state courts and federal courts having appropriate jurisdiction ("**Major Disputes**"). Major Disputes shall first be resolved by negotiation or by reference to the Independent unless the Parties agree that the nature of the dispute or other matters justify direct access to the courts. For this purpose, Major Disputes shall include (a) those in which the amount in controversy exceeds \$250,000 or (b) disputes in which matters of public concern or interest, such as public health and safety, provide a reason for resolution of the dispute in a public forum. If there is a dispute regarding whether a dispute is a Major Dispute under this subparagraph, that matter shall be resolved by the Independent. Venue for any such Major Dispute shall lie exclusively in the Superior Court for Kittitas County, Washington.

11 Notices

All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by first class mail and facsimile, to such addresses:

- (a) If to the City of Cle Elum: City Public Works Director
or Mayor
City of Cle Elum, WA
119 West First Street
Cle Elum, WA 98922
Phone: (509) 674-2262
E-mail: jleonard@cityofcleelum.com
- (b) If to Veolia: Veolia Water North America-West, LLC
715 W. 3rd Street
Los Angeles, California 90071
Attn: Senior Vice President, West Region

And a required copy to:

Veolia North America, LLC
53 State Street, 14th Floor
Boston, MA 02109
Attn: General Counsel – Municipal and Commercial
E-mail: general.counselNA@veolia.com

Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt

[END OF TEXT THIS PAGE]

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

CLE ELUM

By: Charles J. Glardo
Name: Charles J. Glardo
Title: Mayor
Date: 6/29/15

VEOLIA NORTH AMERICA - WEST, LLC

By: Lanita McCauley Bates
Lanita McCauley Bates
Senior Vice President, West Region

Date: June 24, 2015

APPENDIX A

DEFINITIONS

- A.1 "Annual Fee" means a predetermined, fixed sum for VEOLIA's services. The Annual Fee includes Cost and profit except as otherwise provided in this Agreement.
- A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than \$5,000; or (2) major repairs which significantly extend equipment or facility service life and cost more than \$10,000 or (3) expenditures that are planned, non-routine and budgeted by CITY.
- A.3 "Commencement Date" shall be July 1, 2015.
- A.4 "Cost" means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.5 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.6 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by VEOLIA to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.7 "Maintenance and Repair Limit" means the total Maintenance and Repair expenditures that VEOLIA has included in the Annual Fee specified in **Appendix D**. Such expenditures exclude any labor costs for VEOLIA's staff assigned to the Project. VEOLIA's specialized maintenance personnel, not assigned at the Project, who provide such reasonable specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.8 The "Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in **Appendix B** and, where appropriate, the management, operations and maintenance of such.
- A.9 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.

APPENDIX B

DESCRIPTION/LOCATION OF PROJECT

VEOLIA agrees to provide the services necessary for the operation, maintenance and management of the following:

- a. All CITY equipment, vehicles and facilities now existing within the present property boundaries of or being used to operate CITY's Water Treatment Plant located at:

*1970 State Route 903
Cle Elum, WA 98922*

- b. All wells, pumps, motors and associated equipment now existing within the present property boundaries of the Yakima River Intake Structure and the Cle Elum River Well Field described as follows:

*Yakima River Intake Structure address is
331 South Cle Elum Way, Cle Elum, WA 98922*

and

*Cle Elum River Well Field address is
2000 Bullfrog Road, Cle Elum, WA 98922*

APPENDIX C

PROJECT CHARACTERISTICS WATER TREATMENT

- C.1 The Project has the following design characteristics:

A maximum peak capacity of 4.0-MGD of finished water production with ability for chemical additions, flocculation, clarification and filtration based on ≤ 4 gallons per minute per square foot of filter area. The Project has the capability for post treatment by chlorination and pH adjustment.

- C.2 VEOLIA will operate the Project so that water treated will meet the current Drinking Water Standards. VEOLIA's Annual Fee includes all costs for treating an average daily flow of 1.0-MGD of raw water per day to the standards specified below.

Turbidity	≤ 0.3 NTU CFE 95% Value 1 NTU CFE Maximum Value
Not Fluoridated	
Total Coliform Bacteria	≤ 1 positive sample per monthly sample period
Fecal Coliform	0
E. Coli	0
Disinfection Byproducts	
<u>Disinfection Byproduct</u>	<u>MCL (mg/l)</u>
Total Trihalomethanes (TTHMs)	0.080
Haloacetic acids (five) (HAA5)	0.060
Bromate	0.010
Chlorite	1.0

Maximum Residual Disinfectant Limit

<u>Disinfectant Residual</u>	<u>MRDL (mg/l)</u>
Chlorine	4.0 (as CL_2)
Chloramines	4.0 (as CL_2)
Chlorine Dioxide	0.8 (as ClO_2)

- C.3 If any of the following contaminants in the raw water causes the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, VEOLIA will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any specific treatment will be in addition to the Annual Fee for the treatment required by this Article C.3.

Radionuclides

<u>Contaminant</u>	<u>MCL (PCi/L)</u>
Radium	5.0
Gross Alpha	15

Inorganic Contaminants

<u>Contaminant</u>	<u>MCL (mg/l)</u>
Antimony	0.006
Arsenic	0.010
Asbestos (MFL)	7 (million fibers/liter) (Longer than 10 microns)
Barium	2.0
Beryllium	0.004
Cadmium	0.005
Chromium	0.1
Copper	1.3 "action level"
Cyanide	0.2
Fluoride	4
Lead	0.015 "action level"
Mercury	0.002
Nitrate	10 (as N)
Nitrite	1 (as N)
Selenium	0.05
Sodium	20 "level of concern"
Sulfate	250.0
Thallium	0.002

Synthetic Organic Contaminants

<u>Contaminant</u>	<u>MCL (mg/l)</u>
2,4-D (ppb)	0.07
2,4,5-TP (Silvex)	0.05
Alachlor	0.002
Atrazine	0.003
Benzo(a)pyrene [PAH]	0.0002
Carbofuran	0.04
Chlordane	0.002
Dibromochloropropane (DBCP)	0.0002
Dinoseb	0.007
Diquat	0.02
Dioxin [2,3,7,8-TCDD]	0.00000003
Endothall	0.1
Endrin	0.002
Ethylene Dibromide (EDB)	0.00005
Glyphosate	0.7
Heptachlor	0.0004
Heptachlor Epoxide	0.0002
Hexachlorobenzene	0.001

Hexachlorocyclopentadiene	0.05
Lindane	0.0002
Methoxychlor	0.04
Oxamyl [Vydate]	0.2
PCBs [Polychlorinated Biphenyls]	0.0005
Pentachlorophenol (ppb)	0.001
Picloram	0.5
Simazine	0.004
Toxaphene	0.003

Volatile Organic Contaminants

<u>Contaminant</u>	<u>MCL (mg/l)</u>
Benzene	0.005
Bromate	0.010
Carbon Tetrachloride	0.005
Chlorobenzene	0.1
o-Dichlorobenzene	0.6
p-Dichlorobenzene	0.075
1,2-Dichloroethane	0.005
1,1-Dichloroethylene	0.007
cis-1,2-Dichloroethylene	0.07
trans-1,2-Dichloroethylene	0.1
Dichloromethane	0.005
1,2-Dichloropropane	0.005
Ethylbenzene	0.7
Styrene	0.1
Tetrachloroethylene	0.005
1,2,4-Trichlorobenzene	0.07
1,1,1-Trichloroethane	0.2
1,1,2-Trichloroethane	0.005
Trichloroethylene	0.005
Toluene	1
Vinyl Chloride	0.002
Xylenes	10

- C.4 VEOLIA will procure additional or off-site laboratory services on an as-requested basis. The cost of any additional laboratory services will be in addition to the Annual Fee.

APPENDIX D

ANNUAL COMPENSATION

Base year annual compensation owed to Veolia is \$531,700, which includes the following:

Annual Fixed Fee	\$256,265*
Annual Budgeted Repair & Maintenance (R&M) Costs	\$78,438
Annual Budgeted Chemical Costs	\$15,947
Annual Budgeted Utilities Costs	\$181,050

R&M, Chemical and Utilities costs are mutually accepted estimates based on years of VEOLIA experience using all the company's North American Water Treatment Plants' data. Should actual costs be less than the budgeted amount, Veolia will carry over remaining balances to the next respective calendar year budget. The CITY understands that actual costs may exceed the budgeted amount. Any unbudgeted cost increases in R&M, Chemical and Utilities shall be approved by the CITY using an Allowable Variance mechanism. Veolia will maintain a rolling 12 months reconciliation of actual verse budget costs. Veolia will notify the City when (if) the actual costs are within 10% of the budget costs.

Included in this Agreement is a list of required equipment improvements (see Appendix G) necessary for contract compliance at a total cost of \$67,000*. Said costs are included in this Agreement and have been spread out over the life of the 10-year Agreement. If CITY or VEOLIA were to terminate this Agreement, the CITY will make VEOLIA whole under the amortization schedule in Appendix H.

Note that no SCADA programming, maintenance, equipment purchases or upgrades are included in the M&R. CITY currently and separately budgets for and maintains SCADA system under separate CITY arrangements. VEOLIA can provide such service in the future as requested by CITY.

APPENDIX E

ANNUAL FEE ADJUSTMENT FORMULA

$$AAF = AF_0 \left(\frac{C}{C_0} \right)$$

where

AF_0 = Annual Fee specified in Article 4.1 before any annual modification.

AAF = Adjusted Annual Fee.

C_0 = Consumer Price Index for West Region All Items, 1982-1984=100 - CUUR0400SA0 as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the three (3) month period ending one (1) year prior to the beginning of the period for which the adjusted Annual Fee is being calculated.

C = Consumer Price Index West Region All Items, 1982-1984=100 - CUUR0400SA0 as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the three (3) months prior to the beginning of the period for which the adjusted Annual Fee is being calculated.

APPENDIX F

INSURANCE COVERAGE

VEOLIA SHALL MAINTAIN:

1. Statutory workers' compensation for all of VEOLIA's employees at the Project as required by the State of Washington.
2. Commercial General Liability insurance, insuring VEOLIA's negligence, in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate for bodily injury and/or property damage.
3. Business Automobile Liability insurance, insuring owned, non-owned and hire automobiles in an amount not less than \$1,000,000 combined single limit.

CITY SHALL MAINTAIN:

1. Statutory workers' compensation for all of CITY's employees associated with the Project as required by the State of Washington.
2. Property damage insurance for all property, including vehicles owned by CITY and operated by VEOLIA under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the CITY.

VEOLIA will provide at least thirty (30) days' notice of the cancellation of any policy it is required to maintain under this Agreement. VEOLIA may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law. Each party shall include the other party as an additional insured on the coverages, excluding workers' compensation, required to be maintained hereby and shall contain a waiver of subrogation in favor of the other party as respects any claims covered or which should have been covered by valid and collectible insurance including any deductibles or self-insurance maintained thereunder.

APPENDIX G

WATER TREATMENT PLANT EQUIPMENT PURCHASE LIST

Quantity	HACH	On-Line Monitoring Equipment
1	5440001	CL17 Chlorine Analyzer (currently at plant)
7	2976800	1720E Turbidimeter w/SC200 (dual output) Controller (upgrade model)
2	6010101	1720E Turbidimeter (upgrade model)
3	DPD1P1	pH Meter (upgrade to Hach model)
3	9180100	pH flow thru cell
2	LXV510.99.10000	Steam Current Meter (upgrade to Hach model)
		Hach to install stream current meter at Yakima River

OSHA Required and Safety Related Items

2	Emergency Eye Wash Station
1	Assorted Safety Signage
1	Lock Out Tag Out Station
1	Safety Gas Can
1	Vehicle Safety Kit
1	Flammable Material Storage Cabinet
4	10lb ABC Fire Extinguishers
1	First Aid Kit
3	Life Rings
1	Annual Overhead Crane Inspection
5	Insulating Mats for MCC room
1	Fall Arrest Harness Equipment

Storage/Shelf Unit

1	41E308	12' H x 8' L x 4' D pallet rack shelve system
1	41E309	pallet rack extension
8	1KBD7	pallet rack beam (add shelves)

Tax
Shipping

APPENDIX H

AMORTIZATION SCHEDULE FOR WATER TREATMENT PLANT EQUIPMENT

Amount	\$ 67,000.00
Annual interest rate	3.00 %
Period in years	10
Number of payments per year	12
Start date	7/1/2015

No.	Payment Date	Beginning Balance	Scheduled Payment	Ending Balance
1	8/1/2015	\$ 67,000.00	\$ 646.96	\$ 66,520.54
2	9/1/2015	66,520.54	646.96	66,039.89
3	10/1/2015	66,039.89	646.96	65,558.03
4	11/1/2015	65,558.03	646.96	65,074.97
5	12/1/2015	65,074.97	646.96	64,590.70
6	1/1/2016	64,590.70	646.96	64,105.22
7	2/1/2016	64,105.22	646.96	63,618.52
8	3/1/2016	63,618.52	646.96	63,130.61
9	4/1/2016	63,130.61	646.96	62,641.48
10	5/1/2016	62,641.48	646.96	62,151.13
11	6/1/2016	62,151.13	646.96	61,659.55
12	7/1/2016	61,659.55	646.96	61,166.74
13	8/1/2016	61,166.74	646.96	60,672.70
14	9/1/2016	60,672.70	646.96	60,177.43
15	10/1/2016	60,177.43	646.96	59,680.91
16	11/1/2016	59,680.91	646.96	59,183.16
17	12/1/2016	59,183.16	646.96	58,684.16
18	1/1/2017	58,684.16	646.96	58,183.91
19	2/1/2017	58,183.91	646.96	57,682.42
20	3/1/2017	57,682.42	646.96	57,179.67
21	4/1/2017	57,179.67	646.96	56,675.66
22	5/1/2017	56,675.66	646.96	56,170.39
23	6/1/2017	56,170.39	646.96	55,663.86
24	7/1/2017	55,663.86	646.96	55,156.06
25	8/1/2017	55,156.06	646.96	54,646.99
26	9/1/2017	54,646.99	646.96	54,136.66
27	10/1/2017	54,136.66	646.96	53,625.04
28	11/1/2017	53,625.04	646.96	53,112.15
29	12/1/2017	53,112.15	646.96	52,597.97
30	1/1/2018	52,597.97	646.96	52,082.51
31	2/1/2018	52,082.51	646.96	51,565.76
32	3/1/2018	51,565.76	646.96	51,047.71
33	4/1/2018	51,047.71	646.96	50,528.38
34	5/1/2018	50,528.38	646.96	50,007.74

35	6/1/2018	50,007.74	646.96	49,485.80
36	7/1/2018	49,485.80	646.96	48,962.56
37	8/1/2018	48,962.56	646.96	48,438.01
38	9/1/2018	48,438.01	646.96	47,912.15
39	10/1/2018	47,912.15	646.96	47,384.97
40	11/1/2018	47,384.97	646.96	46,856.48
41	12/1/2018	46,856.48	646.96	46,326.66
42	1/1/2019	46,326.66	646.96	45,795.52
43	2/1/2019	45,795.52	646.96	45,263.05
44	3/1/2019	45,263.05	646.96	44,729.25
45	4/1/2019	44,729.25	646.96	44,194.12
46	5/1/2019	44,194.12	646.96	43,657.65
47	6/1/2019	43,657.65	646.96	43,119.83
48	7/1/2019	43,119.83	646.96	42,580.68
49	8/1/2019	42,580.68	646.96	42,040.17
50	9/1/2019	42,040.17	646.96	41,498.31
51	10/1/2019	41,498.31	646.96	40,955.10
52	11/1/2019	40,955.10	646.96	40,410.53
53	12/1/2019	40,410.53	646.96	39,864.60
54	1/1/2020	39,864.60	646.96	39,317.31
55	2/1/2020	39,317.31	646.96	38,768.64
56	3/1/2020	38,768.64	646.96	38,218.61
57	4/1/2020	38,218.61	646.96	37,667.20
58	5/1/2020	37,667.20	646.96	37,114.41
59	6/1/2020	37,114.41	646.96	36,560.24
60	7/1/2020	36,560.24	646.96	36,004.68
61	8/1/2020	36,004.68	646.96	35,447.74
62	9/1/2020	35,447.74	646.96	34,889.40
63	10/1/2020	34,889.40	646.96	34,329.67
64	11/1/2020	34,329.67	646.96	33,768.53
65	12/1/2020	33,768.53	646.96	33,206.00
66	1/1/2021	33,206.00	646.96	32,642.05
67	2/1/2021	32,642.05	646.96	32,076.70
68	3/1/2021	32,076.70	646.96	31,509.94
69	4/1/2021	31,509.94	646.96	30,941.76
70	5/1/2021	30,941.76	646.96	30,372.15
71	6/1/2021	30,372.15	646.96	29,801.13
72	7/1/2021	29,801.13	646.96	29,228.67
73	8/1/2021	29,228.67	646.96	28,654.79
74	9/1/2021	28,654.79	646.96	28,079.47
75	10/1/2021	28,079.47	646.96	27,502.71
76	11/1/2021	27,502.71	646.96	26,924.51
77	12/1/2021	26,924.51	646.96	26,344.86
78	1/1/2022	26,344.86	646.96	25,763.77
79	2/1/2022	25,763.77	646.96	25,181.22
80	3/1/2022	25,181.22	646.96	24,597.22
81	4/1/2022	24,597.22	646.96	24,011.75
82	5/1/2022	24,011.75	646.96	23,424.82
83	6/1/2022	23,424.82	646.96	22,836.43
84	7/1/2022	22,836.43	646.96	22,246.56
85	8/1/2022	22,246.56	646.96	21,655.22

86	9/1/2022	21,655.22	646.96	21,062.40
87	10/1/2022	21,062.40	646.96	20,468.10
88	11/1/2022	20,468.10	646.96	19,872.32
89	12/1/2022	19,872.32	646.96	19,275.04
90	1/1/2023	19,275.04	646.96	18,676.27
91	2/1/2023	18,676.27	646.96	18,076.00
92	3/1/2023	18,076.00	646.96	17,474.24
93	4/1/2023	17,474.24	646.96	16,870.97
94	5/1/2023	16,870.97	646.96	16,266.19
95	6/1/2023	16,266.19	646.96	15,659.90
96	7/1/2023	15,659.90	646.96	15,052.09
97	8/1/2023	15,052.09	646.96	14,442.76
98	9/1/2023	14,442.76	646.96	13,831.91
99	10/1/2023	13,831.91	646.96	13,219.53
100	11/1/2023	13,219.53	646.96	12,605.63
101	12/1/2023	12,605.63	646.96	11,990.18
102	1/1/2024	11,990.18	646.96	11,373.20
103	2/1/2024	11,373.20	646.96	10,754.68
104	3/1/2024	10,754.68	646.96	10,134.61
105	4/1/2024	10,134.61	646.96	9,512.99
106	5/1/2024	9,512.99	646.96	8,889.81
107	6/1/2024	8,889.81	646.96	8,265.08
108	7/1/2024	8,265.08	646.96	7,638.79
109	8/1/2024	7,638.79	646.96	7,010.93
110	9/1/2024	7,010.93	646.96	6,381.50
111	10/1/2024	6,381.50	646.96	5,750.49
112	11/1/2024	5,750.49	646.96	5,117.91
113	12/1/2024	5,117.91	646.96	4,483.75
114	1/1/2025	4,483.75	646.96	3,848.00
115	2/1/2025	3,848.00	646.96	3,210.66
116	3/1/2025	3,210.66	646.96	2,571.73
117	4/1/2025	2,571.73	646.96	1,931.21
118	5/1/2025	1,931.21	646.96	1,289.08
119	6/1/2025	1,289.08	646.96	645.34
120	7/1/2025	645.34	645.34	0.00