

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
APRIL 2, 2018
7:00 PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
 - 1. Agreement with Evergreen Rural Water of Washington on Smoke Testing
- H. Resolutions
- I. Ordinances
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON APRIL 16, 2018 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: APRIL 2, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____
RESOLUTION _____ OTHER _____
MOTION _____ X _____

EXPLANATION:

The consent agenda includes the following:

Minutes of the March 19, 2018 regular council meeting, first pay period March checks #50282 – 50289, 900867, direct deposit run in the amount of \$115,836.46, April 2, 2018 claims checks #50291 – 50338, 900868 - 900871 in the amount of \$45,055.16.

FISCAL IMPACT:

Payroll checks in the amount of \$115,836.46, claims checks in the amount of \$45,055.16.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
MARCH 19, 2018
7:00 PM**

Mayor Michael Canon called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

7:02:50 PM

PRESENT:

Mayor Michael A Canon
Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

STAFF:

Build Insp/Code Enforc Ken Bostick
City Administrator Larry Bellamy
Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Fire Chief Noah Halm
Police Chief Reggie Bartkowski

ABSENT:

None

AGENDA AND CONSENT AGENDA

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to approve the agenda and consent agenda.

7:03:07 PM

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

DEPARTMENT REPORTS

Karl reported that we will use the Department of Treasury for some capital outlays this year. It will be used for public works service trucks and new building, also police vehicles and maybe a fire truck.

Reggie read a press release regarding the Easy Outlaw Skate Shop.

COUNCIL BUSINESS

Award for Automotive Maintenance Service

Karl stated that Goldendale Exhaust will best suit the city's needs.

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to award an automotive maintenance service contract with Goldendale Exhaust and Auto Repair LLC.

[7:08:35 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Award for the Columbus Avenue Overlay Project

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to award the Columbus Avenue Overlay Project to Central Washington Asphalt in the amount of \$467,999.00.

[7:10:16 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Capital Outlay for Service Trucks

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to approve a capital outlay request to purchase four service trucks not to exceed \$200,000.00.

7:15:08 PM

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Real Estate Purchase and Sale Agreement

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to authorize the Mayor to execute a real estate purchase and sale agreement with Craig and Christy Overdorf.

7:18:47 PM

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Nuisance Code Enforcement Strategy

Per the Ordinance Committee's request Larry repeated his presentation on the city's nuisance code enforcement strategy.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Miland reported on the reader board sign and asked for concurrence from council to proceed. Council concurred.

PUBLIC COMMENT

Terry Luth stated that he knows of a company that has a truck and trailer that they could put at the airport with a card lock system.

EXECUTIVE SESSION

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to go into executive session for 20 minutes.

[8:02:09 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Council took a 15 minute break and went into executive session.

Mayor Canon announced that we came out of executive session at 8:40 with no decisions made.

Council adjourned the meeting.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2018

Deposit Period: 2018 - Mar 2018

Check Period: 2018 - 2nd Council Mar 2018

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
50291	US Bank	4/2/2018		\$5,853.47
50292	Action Medical	4/2/2018		\$42.14
50293	AmeriTitle Inc	4/2/2018		\$860.00
50294	Anatek Labs Inc	4/2/2018		\$90.00
50295	AT&T Mobility	4/2/2018		\$56.53
50296	Avista Utilities	4/2/2018		\$1,551.71
50297	Bishop Red Rock Inc	4/2/2018		\$236.50
50298	Bishop Sanitation Inc	4/2/2018		\$187.50
50299	Builders Exchange of Washington Inc	4/2/2018		\$45.00
50300	Cascade Fire Equip Co	4/2/2018		\$46.60
50301	Centurylink AZ	4/2/2018		\$187.81
50302	Centurylink NC	4/2/2018		\$73.39
50303	Columbia State Bank	4/2/2018		Void
50304	Dandy Valley Farm & Nursery	4/2/2018		\$6,000.00
50305	Doug Frantum	4/2/2018		\$102.00
50306	Enviro-Clean Equipment Inc	4/2/2018		\$210.81
50307	Environmental Resource Associates	4/2/2018		\$207.00
50308	Evergreen Rural Wtr of WA Corp	4/2/2018		\$320.00
50309	Ferguson Enterprises Inc #3011	4/2/2018		\$4,620.18
50310	Galls LLC	4/2/2018		\$155.77
50311	General Store	4/2/2018		\$1.49
50312	Gerald Matosich Attorney at Law	4/2/2018		\$1,087.50
50313	Goldendale Sentinel	4/2/2018		\$56.00
50314	Goldendale Tire Center	4/2/2018		\$853.46
50315	Goldendale, City of	4/2/2018		\$144.18
50316	Gorge Networks	4/2/2018		\$1,403.02
50317	Hach Company	4/2/2018		\$45.83
50318	Hattenhauer Energy Co LLC	4/2/2018		\$1,362.37
50319	IBS Incorporated	4/2/2018		\$51.96
50320	Invoice Cloud	4/2/2018		Void
50321	Jane Granum	4/2/2018		\$25.00
50322	Kenneth Bostick	4/2/2018		\$210.76
50323	Kerns Shop & Propane	4/2/2018		\$57.42
50324	Klickitat CO Health Dept	4/2/2018		\$120.00
50325	LEIRA	4/2/2018		\$100.00
50326	Les Schwab Tire Center	4/2/2018		\$512.15

Number	Name	Print Date	Clearing Date	Amount
50327	Lori Lynn Hctor Attorney at Law	4/2/2018		\$812.50
50328	McCredy Company, The	4/2/2018		\$15.38
50329	MPH Industries Inc	4/2/2018		\$2,066.69
50330	Olson Arms LLC	4/2/2018		\$85.60
50331	Quill Corporation	4/2/2018		\$505.62
50332	Radcomp Technologies	4/2/2018		\$1,632.25
50333	US Bank	4/2/2018		Void
50334	USA Blue Book	4/2/2018		\$1,562.35
50335	WA St Criminal Justice Training Commission	4/2/2018		\$400.00
50336	WA St Dept of Retirement Systems	4/2/2018		\$25.00
50337	WA St Dept of Revenue	4/2/2018		Void
50338	Gwendolyn L Grundei	4/2/2018		\$4,200.00
900868	Invoice Cloud	4/2/2018		\$129.00
900869	Columbia State Bank	4/2/2018		\$1,588.03
900870	Columbia State Bank	4/2/2018		\$98.21
900871	WA St Dept of Revenue	4/2/2018		\$5,056.98
		Total	Check	\$45,055.16
		Total	20016310	\$45,055.16
		Grand Total		\$45,055.16

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 50291 through 50338, 900868 - 900871 in the amount of \$45,055.16, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 28th day of March, 2018.


Clerk-Treasurer

Register Activity

Fiscal: 2018

Period: 2018 - Mar 2018

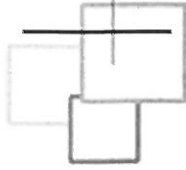
Council Date: 2018 - Mar 2018 - 2nd Council Mar 2018

Reference	Date	Amount	Notes
Reference Number: 50291	US Bank		
Invoice - 3/19/2018 9:17:50 AM	3/19/2018	\$5,853.47	Visa Payment
Reference Number: 50292	Action Medical		
12382	3/27/2018	\$42.14	Medical Supplies
Reference Number: 50293	AmeriTitle Inc		
106745	11/22/2017	\$860.00	Dressel
109391	1/12/2018	\$430.00	Pritchett
Reference Number: 50294	Anatek Labs Inc		
046646	3/19/2018	\$90.00	Testing
Reference Number: 50295	AT&T Mobility		
287258483135X03182018	3/10/2018	\$56.53	Chlorination Station
Reference Number: 50296	Avista Utilities		
Invoice - 3/27/2018 1:07:27 PM	3/27/2018	\$1,551.71	Utility/Natural Gas
Reference Number: 50297	Bishop Red Rock Inc		
43760	3/6/2018	\$236.50	Sand
Reference Number: 50298	Bishop Sanitation Inc		
64865	3/14/2018	\$187.50	Ekone Park
64898	3/14/2018	\$67.50	Airport
Reference Number: 50299	Builders Exchange of Washington Inc		
1057926	3/13/2018	\$45.00	Columbus Ave Overlay
Reference Number: 50300	Cascade Fire Equip Co		
089247	3/15/2018	\$46.60	SCBA Testing
Reference Number: 50301	Centurylink AZ		
Invoice - 3/27/2018 1:12:10 PM	3/27/2018	\$187.81	Fax/DSL
Reference Number: 50302	Centurylink NC		
Invoice - 3/27/2018 1:12:35 PM	3/27/2018	\$73.39	Long Distance

Reference	Date	Amount	Notes
Reference Number: 50304 <u>966402</u>	Dandy Valley Farm & Nursery 3/28/2018	\$6,000.00 \$6,000.00	Flowers, Soil, Fertilizer...
Reference Number: 50305 <u>180646E1230</u>	Doug Frantum 3/5/2018	\$102.00 \$102.00	CDL Reimbursement
Reference Number: 50306 <u>S18-030902</u> <u>S18-030910</u>	Enviro-Clean Equipment Inc 3/9/2018 3/9/2018	\$210.81 \$154.10 \$56.71	Din Connector, Coil Din Connector
Reference Number: 50307 <u>859765</u>	Environmental Resource Associates 3/20/2018	\$207.00 \$207.00	Coliform Microbe, Coliforms
Reference Number: 50308 <u>e11917-538369</u>	Evergreen Rural Wtr of WA Corp 3/23/2018	\$320.00 \$320.00	Advanced Electrical Controls
Reference Number: 50309 <u>0630973</u>	Ferguson Enterprises Inc #3011 3/8/2018	\$4,620.18 \$4,620.18	Supplies
Reference Number: 50310 <u>009456733</u> <u>009474759</u>	Galls LLC 3/6/2018 3/8/2018	\$155.77 \$120.94 \$34.83	Supplies Glove
Reference Number: 50311 <u>1662490</u>	General Store 3/27/2018	\$1.49 \$1.49	Copper Fittings
Reference Number: 50312 <u>7Z0394082</u> <u>7Z0456724.2</u> <u>7Z0644010.1</u> <u>8Z0173020</u>	Gerald Matosich Attorney at Law 3/13/2018 3/13/2018 3/13/2018 3/14/2018	\$1,087.50 \$337.50 \$180.00 \$382.50 \$187.50	Brett Pike Marcos Delatorre Matthew Sexton Tiffany Jones
Reference Number: 50313 <u>148123</u>	Goldendale Sentinel 3/21/2018	\$56.00 \$56.00	Little League Parking Lot
Reference Number: 50314 <u>308653</u> <u>308895</u>	Goldendale Tire Center 3/12/2018 3/19/2018	\$853.46 \$176.25 \$677.21	Interstate Battery Tires
Reference Number: 50315 <u>2018-14</u>	Goldendale, City of 3/26/2018	\$144.18 \$144.18	Bulk Water
Reference Number: 50316 <u>L-1581725</u>	Gorge Networks 3/19/2018	\$1,403.02 \$1,403.02	Land Lines

Reference	Date	Amount	Notes
Reference Number: 50317 <u>10877431</u>	Hach Company 3/14/2018	\$45.83 \$45.83	Chemicals
Reference Number: 50318 <u>CL80541</u>	Hattenhauer Energy Co LLC 3/15/2018	\$1,362.37 \$1,362.37	Fuel
Reference Number: 50319 <u>664581-2</u>	IBS Incorporated 3/7/2018	\$51.96 \$51.96	Glove
Reference Number: 50321 <u>Invoice - 3/27/2018 2:42:14 PM</u>	Jane Granum 3/20/2018	\$25.00 \$25.00	Sewing Service
Reference Number: 50322 <u>Invoice - 3/27/2018 2:45:30 PM</u>	Kenneth Bostick 3/27/2018	\$210.76 \$210.76	Reimbursement
Reference Number: 50323 <u>21721</u> <u>21806</u>	Kerns Shop & Propane 2/20/2018 3/20/2018	\$57.42 \$40.31 \$17.11	Steel Supplies
Reference Number: 50324 <u>000034145</u>	Klickitat CO Health Dept 3/6/2018	\$120.00 \$120.00	Testing
Reference Number: 50325 <u>1027</u>	LEIRA 1/18/2018	\$100.00 \$100.00	Membership
Reference Number: 50326 <u>34800160116</u> <u>34800160337</u>	Les Schwab Tire Center 3/12/2018 3/14/2018	\$512.15 \$446.57 \$65.58	Tires Used Wrangler
Reference Number: 50327 <u>7Z0394080.1</u> <u>7Z0980699</u> <u>8Z0172548</u> <u>8Z0190693</u>	Lori Lynn Hoctor Attorney at Law 3/22/2018 3/22/2018 3/22/2018 3/22/2018	\$812.50 \$262.50 \$100.00 \$225.00 \$225.00	Joshua Olney Joshua Olney Robert Norris Richard Freeland Joshua Olney
Reference Number: 50328 <u>457172</u>	McCredy Company, The 3/27/2018	\$15.38 \$15.38	Keys for Back Rental Space
Reference Number: 50329 <u>6003609</u>	MPH Industries Inc 3/12/2018	\$2,066.69 \$2,066.69	Radar
Reference Number: 50330 <u>1048.1</u>	Olson Arms LLC 3/13/2018	\$85.60 \$85.60	Weapon Repair

Reference	Date	Amount	Notes
Reference Number: 50331	Quill Corporation	\$505.62	
<u>5277392</u>	3/2/2018	\$235.64	Markers, Paper Clips....
<u>5312564</u>	3/5/2018	\$154.97	Forks, Kleenex....
<u>5352283</u>	3/6/2018	\$115.01	Inkjet
Reference Number: 50332	Radcomp Technologies	\$1,632.25	
<u>67617</u>	3/12/2018	\$523.21	IT Services
<u>67650</u>	3/13/2018	\$166.63	Monitor
<u>MSP-67629</u>	3/12/2018	\$942.41	Gold Package
Reference Number: 50334	USA Blue Book	\$1,562.35	
<u>468883</u>	1/19/2018	\$1,562.35	Pulsation Dampener
Reference Number: 50335	WA St Criminal Justice Training Commission	\$400.00	
<u>201129905</u>	3/19/2018	\$400.00	Guthrie/Animal Control
Reference Number: 50336	WA St Dept of Retirement Systems	\$25.00	
<u>1273919</u>	3/20/2018	\$25.00	Old Age & Survivors Insurance
Reference Number: 50338	Gwendolyn L Grundei	\$4,200.00	
<u>Invoice - 3/29/2018 10:50:27 AM</u>	3/29/2018	\$4,200.00	March Services
Reference Number: 900868	Invoice Cloud	\$129.00	
<u>359-2017_12</u>	12/31/2017	\$129.00	Billar Portal Fee
Reference Number: 900869	Columbia State Bank	\$1,588.03	
<u>Invoice - 3/16/2018 2:24:06 PM</u>	3/16/2018	\$1,588.03	Analysis Charge
Reference Number: 900870	Columbia State Bank	\$98.21	
<u>Invoice - 3/19/2018 10:54:53 AM</u>	3/19/2018	\$98.21	Depoist Book Order
Reference Number: 900871	WA St Dept of Revenue	\$5,056.98	
<u>Invoice - 3/28/2018 8:41:44 AM</u>	3/28/2018	\$5,056.98	Excise Tax



Register

Number	Name	Fiscal Description	Cleared	Amount
50282	AWC Benefit Trust	2018 - Mar 2018 - 1st Council Mar 2018		\$36,352.28
50283	Council Trust Acct.	2018 - Mar 2018 - 1st Council Mar 2018		\$1,029.52
50284	Deferred Comp Program	2018 - Mar 2018 - 1st Council Mar 2018		\$405.00
50285	Dept of Labor & Industries	2018 - Mar 2018 - 1st Council Mar 2018		\$1,458.50
50286	Dept of Retirement	2018 - Mar 2018 - 1st Council Mar 2018		\$11,740.54
50287	Employment Security	2018 - Mar 2018 - 1st Council Mar 2018		\$134.70
50288	Goldendale, City of	2018 - Mar 2018 - 1st Council Mar 2018		\$110.00
50289	ICMA Retirement Trust (Plan 302195)	2018 - Mar 2018 - 1st Council Mar 2018		\$112.50
900867	City of Goldendale	2018 - Mar 2018 - 1st Council Mar 2018		\$16,514.60
Direct Deposit Run -	Payroll Vendor	2018 - Mar 2018 - 1st Council Mar 2018		\$47,978.82
3/15/2018				\$115,836.46

AGENDA BILL: G1

AGENDA TITLE: AGREEMENT WITH EVERGREEN RURAL
WATER OF WASHINGTON ON SMOKE
TESTING

DATE: APRIL 2, 2018

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

See Karl Enyeart's attached memo.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY OF GOLDENDALE AND EVERGREEN RURAL WATER OF
WASHINGTON FOR SMOKE TESTING SERVICES.**

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 4/2/2018
Re: Agreement with Evergreen Rural Water of Washington on Smoke Testing

Evergreen Rural Water of Washington (ERWOW) is a non-profit agency the City works with that offers resources to public water and wastewater systems. They offer smoke testing on sewer mainlines at no cost but do require an agreement to be signed prior to this assistance.

The City has an excessive amount of stormwater that enters the sanitary sewer system. This water enters the pipe through cracks or connections that are not authorized but are very hard to find. Smoke testing (filling the mainline with smoke) shows these points of entry. When ground conditions are dry, the smoke will rise through the piping or ground and exit through the course the water takes to enter the pipe. This provides an easy way to locate the areas that need fixed or disconnected. We need to do this on every mainline in the City. The plan is to set aside two weeks every year to conduct smoke testing.

Attached are the contract forms, public notice and recommendations for smoke testing procedures.

I recommend approving an agreement with Evergreen Rural Water of Washington for smoke testing services.

SMOKE TESTING

AGREEMENT

This **SMOKE TESTING AGREEMENT** ("Agreement") is by and between **EVERGREEN RURAL WATER OF WASHINGTON**, a Washington nonprofit corporation ("ERWOW") and City of Goldendale, a Municipal Corporation ("System") as of the last date executed below. ERWOW and System are referred to in this Agreement as Party or Parties.

I. RECITALS

1. ERWOW is a nonprofit corporation that provides training and technical assistance to water and wastewater systems throughout Washington State.
2. System provides water and wastewater services to residents of Goldendale, WA and desires to contract with ERWOW to receive Smoke Testing Services ("Services").
3. ERWOW wishes to provide these Services to System pursuant to this Agreement.
4. The Parties wish to enter into this Agreement to document their mutual understanding and agreement.

II. AGREEMENT

In consideration of the mutual promises, terms and conditions contained herein, ERWOW and System agree as follows:

1. **Agreement.** ERWOW shall provide the Services to System, described in Section 2 of this Agreement within the Term described in Section 4 of this Agreement, and pursuant to the terms and conditions of this Agreement.
2. **Services provided by ERWOW.** The services provided by ERWOW shall include the provision of a smoke testing service to study the inflow and infiltration of the System and to detect leaks in the water and wastewater system of System (the "Services").
 - a. **Equipment.** ERWOW shall provide the equipment necessary to perform the Services, namely, the blower machine.
 - b. **Personnel.** ERWOW shall provide one person ("Circuit Rider") to conduct the Services.
3. **Requirements of System.** System is responsible and shall:
 - a. **Supplies.** System shall provide all liquid smoke, gasoline and other supplies necessary for ERWOW to utilize ERWOW's equipment to conduct the Services. System shall have a Safety Data Sheet for liquid smoke at the Property at all times during the Services. System shall also be responsible to provide safety equipment for use by its employees during the provision of Services.
 - b. **Personnel.** System shall provide no less than one (1) person ("Utility Operator") to be present during the provision of Services. The Utility Operator shall be responsible for taking notes and providing documentation/information to System. ERWOW will not provide a written report or documentation of findings to the System. It is System's sole responsibility to take notes and

document the findings of the Services conducted.

- c. **Customer Notification.** System shall notify all of its customers prior to ERWOW commencing the Services. Exhibit A of this Agreement is a sample Public Notice ("Notice") that System may use to notify its customers. This Notice is attached purely for the benefit of System and ERWOW accepts no responsibility for the contents of the Notice or any actions or inactions that result from the use of such Notice. Further, ERWOW shall have no responsibility for notifying System's customers of the Services. System shall provide documentation to ERWOW one (1) day prior to the Term documenting that System has notified all customers according to this Section. If System fails to notify its customers, then ERWOW may, in its sole discretion, extend the Term by an amount of time sufficient to allow customer notification by System and proof of such customer notification is provided to ERWOW.
4. **Term.** The Services shall be performed by ERWOW on the following dates: 1/1/18 to 12/31/18
_____ (the "Term").
5. **Location of Services to be Performed.** The Services shall be performed at the following location(s)
City of Goldendale Right of Way and Sewer easement area (the "Property").
6. **Grant of Access.** System grants ERWOW and its agents, contractors, subcontractors and their employees a temporary non-exclusive right to enter onto and access the Property to perform the Services ("Right of Access"). If ERWOW is requested to enter onto private property to conduct the Services, System shall insure that the private property owners have approved the provision of the Services on their private property.
7. **Fee for Services:** ERWOW will perform the Services at no cost to the System.
8. **Limitation of Liability.** ERWOW shall not be responsible in the event that smoke enters a home or residence during the provision of the Services. Further, ERWOW shall not be responsible if any harm to System or System's sewer service equipment (including but not limited to: sewer collection system, pump stations and storm drains). System agrees to indemnify ERWOW pursuant to Section 9 below.
9. **Indemnification by System.** System hereby agrees to hold ERWOW harmless, and to defend, and indemnify ERWOW from and against all cost, loss, damage, claims, expense, and liability caused by or resulting from the provision of the Services, including any and all damage to property or injury to persons (including death), and fines, penalties, or other actions assessed or maintained by any regulatory agency. System agrees to maintain during the Term for its employees and ensure all contractors or subcontractors maintain: (i) workers' compensation insurance as required under the applicable laws of the state of Washington; (ii) employer's liability insurance with no less than the limits of coverage required by applicable law; and (iii) comprehensive public liability insurance in an amount not less than One Million Dollars (\$1,000,000). Such comprehensive public liability insurance policy shall name ERWOW as an additional insured and provide no cancellation or coverage changes without at least ten (10) days prior written notice given to ERWOW. Certificates of all such insurance are to be delivered to ERWOW prior to the initial entry by ERWOW, or its contractors, employees and agents upon the Property to conduct the Services.
10. **Waiver or Modification.** The parties may waive, cancel, change, modify or amend this Agreement only through a writing signed by each party.
11. **Unenforceability.** If a Court finds any provision of this Agreement to be void and unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

12. **Applicable Law.** This Agreement shall be governed by the laws of the state of Washington and any action regarding this Agreement shall be filed in Mason County Superior Court.
13. **Binding on Successors.** The provisions of this Agreement shall extend to, bind, and inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, and permitted assigns.
14. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings and agreements
15. **Attorneys' Fees.** If any party to this Agreement institutes a suit against another party concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses (including any fees on appeal or through use of Alternative Dispute Resolution processes).

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement to be effective when fully executed.

EVERGREEN RURAL WATER OF WASHINGTON:

Printed Name: _____

Date: _____

SYSTEM:

Printed Name: Michael A. Canon

Date: 4/2/18 _____

Exhibit A

Sample Public Notice

Please provide a sample of your public notice

PUBLIC NOTICE

TO ALL OCCUPANTS AND RESIDENTS:

THE CITY WILL BE CONDUCTING LEAK TESTS IN THE SANITARY SEWER SYSTEM BEGINNING

_____ THROUGH _____.

TESTING WILL BE CONDUCTED BETWEEN THE HOURS OF _____.

TESTING WILL BE DONE IN THE AREA BETWEEN _____
(example- 6TH AVE AND OAK NORTH AND SOUTH AND MAPLE TO GRAND, EAST AND WEST).

THE TESTING MAY INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

- ✓ BLOWING SMOKE INTO THE EXISTING SEWER COLLECTION SYSTEM (SEWER LINES).
- ✓ THIS SMOKE WILL REVEAL SOURCES OF SEWER ODORS IN YOUR NEIGHBORHOOD, AS WELL AS PLACES WHERE STORM AND OTHER SURFACE WATERS MAY BE ENTERING THE SANITARY SYSTEM.
- ✓ A SPECIAL, NON-TOXIC SMOKE WILL BE USED IN THESE TESTS. THE SMOKE IS MANUFACTURED FOR THIS PURPOSE. IT LEAVES NO RESIDUALS OR STAINS AND HAS NO EFFECTS ON PLANT AND ANIMAL LIFE.
- ✓ THE SMOKE HAS A DISTINCTIVE, BUT NOT UNPLEASANT ODOR. VISIBILITY AND ODOR LAST ONLY A FEW MINUTES, WHERE THERE IS ADEQUATE VENTILATION.

BECAUSE THE PLUMBING APPLIANCES IN YOUR HOUSE OR BUILDING ARE CONNECTED TO THE SANITARY SEWER SYSTEM SOME OF THIS SMOKE MAY ENTER YOUR HOUSE IF THE:

- VENTS CONNECTED TO YOUR BUILDING'S SEWER PIPES ARE INADEQUATE, DEFECTIVE OR IMPROPERLY INSTALLED.
- TRAPS UNDER SINKS, TUBS, BASINS, SHOWERS AND OTHER DRAINS ARE DRY, DEFECTIVE, IMPROPERLY INSTALLED OR MISSING.
- PIPES, CONNECTIONS AND SEALS OF THE WASTEWATER DRAIN SYSTEM IN AND UNDER YOUR BUILDING ARE DAMAGED, DEFECTIVE, HAVE PLUGS MISSING OR ARE IMPROPERLY INSTALLED.

ALL RESIDENTS ARE ADVISED THAT IF TRACES OF THIS SMOKE OR ITS ODOR ENTERS YOUR HOUSE OR BUILDING, IT IS AN INDICATION THAT GASES AND ODORS FROM THE SEWER MAY ALSO ENTER THESE CAN BE BOTH UNPLEASANT AND DANGEROUS, AS WELL AS A HEALTH HAZARD TO THE OCCUPANTS. LOCATION, IDENTIFICATION AND CORRECTION OF THE SOURCE OF SMOKE THAT ENTERS YOUR HOUSE IS URGENTLY ADVISED.

WHILE THE CITY WILL RENDER ALL POSSIBLE COOPERATION, THE CORRECTION OF ANY DEFECTS IN THE PIPES AND SEWER ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE OWNER THE SERVICES OF A PROFESSIONAL PLUMBER ARE ADVISED.

IF ANYONE IN YOUR HOME IS CONFINED TO BED OR HAS BREATHING OR RESPIRATORY PROBLEMS THAT MAY BE AGGRAVATED BY SMOKE ENTERING YOUR HOME PLEASE CONTACT OUR OFFICE. ALSO, IF YOU WILL BE AWAY DURING THE DAY AND HAVE PETS IN THE BUILDING IT WOULD BE ADVISABLE TO LEAVE A WINDOW PARTIALLY OPEN SO THAT ANY SMOKE WILL NOT ACCUMULATE AND FRIGHTEN THEM.

PUBLIC NOTICE

IF YOU HAVE ANY QUESTIONS OR DESIRE MORE INFORMATION, PLEASE TELEPHONE THE
CTTY SEWER DEPARTMENT AT _____ FROM 7:00 AM TO 3:30 P.M.

_____,
SUPERINTENDENT CITY
WATER/SEWER DEPARTMENT.

SMOKE TEST PREPERATION LIST

(RECAMENDATIONS)

1. Notices to anyone in the smoke test area delivered no more than two days prior to test day.
2. Make contact to City Hall, Police, Fire Department, Dispatch, Hospitals, Medical Facilities, Schools and Businesses in the area.
3. Map of the area that's being tested (8 ½"x11" that can be written on).
4. Qualified help three total counting me is sufficient.
5. 4 to 5 approved traffic cones.
6. Liquid Smoke with S.D.S. sheet read and understood and available to customers.
7. 3 to 4 sand bags 2/3 full with efficient amount of rope for depth of manholes in test area, or sewer line plugs and air pump.
8. At least 1 gal. straight gas for smoker.
9. A city vehicle that can haul above needed equipment.

This is a list of items I feel you would want to do and have to conduct a smoke test on your sewer or storm system with in your City, I could have forgotten something so if you think we could do or have anything that would help us conduct the smoke test fill free to let me know.