

Scatchet Head Water District

SCATCHET HEAD WATER DISTRICT (SHWD)
ISLAND COUNTY WASHINGTON

Minutes for October 22, 2024

Special Meeting to discuss the Contract with NW Natural Water

MEETING PLACE

Scatchet Head Community Club Building, 3742 Driftwood Drive, Clinton, WA

IN ATTENDANCE:

Commissioner Lipoti
Commissioner Mach
Commissioner Mullins

ABSENT:

None

REPRESENTATIVE OF NW NATURAL WATER:

JJ Olson

COMMUNITY MEMBERS IN ATTENDANCE

None.

The meeting was called to order at 10:30 AM by Commissioner Lipoti.

New Business

A new contract was received from NW Natural Water that has a price increase. The Commissioners sent it to our attorney for review. She has provided some advice. The Commissioners decided to contact JJ for a meeting to negotiate some of the contract terms.

SHWD is looking for reliability in operations and predictability in cost. To that end, we would like to have some of the services that have been removed from the base fee to be factored into an annual budget.

While it is true that a licensed operator is not required for well depthing, it is not something that the Commissioners wish to undertake on a semiannual basis. We would like well depthing to be performed in April and August. We would like a report from the well depthing that took place this year in April and August, which we have paid for, but not received. If this is something that is recommended to us by our licensed operator, we believe we should have the results, and would like it to be part of the agreement.

Similarly, we have hired meter readers in the past, but they have proven unreliable. We would like to have the cost for quarterly meter reading factored into an annual budget.

Meeting minutes

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We would like meter reading to take place over the course of 1.5 days on or about February 15-16, May 15-16, August 15-16, November 15-16.

Flushing is something we have generally done on a quarterly basis, partly to remain in compliance with the disinfection byproduct MCL. We would like to have a cost for that included in the annual budget. We would like to discuss flushing. In the past, it has been accomplished in 1.5 days and the schedule was predictable. We would like to return to that reality. We want flushing in March, June, September, December on the second Thursday/Friday of the month.

Preparation of the CCR – SHWD is fine with taking on distribution of the CCR if we can be certain that it will have been prepared before our May billing so we can send it out with the bills. That will save us postage and ensure that everyone receives a copy. However, we believe that the licensed operator should prepare the CCR since it is your name that is all over the WA DOH water testing site. If you are responsible for taking those samples at the required frequency, you should prepare the annual report with those sample results. According to Operation Base Fee Services, you will “*Conduct routine water quality sampling, monitoring and reporting as necessary to the DOH. Routine sampling includes coliform sampling. All non-routine sampling will be billed on a time and material basis.*” Based on our reading of the WA DOH site, monthly coliform testing is required and disinfection byproducts are required to be tested in April and November. Since you did not take the April sample, no test was performed. We would like accountability for your action or lack of action on an area of compliance.

Completion of the annual water use efficiency report for owner – what is the proposed charge for this? We would like to have it part of our agreement and budget for the cost. Sanitary Surveys – how often are these required and what is the projected cost? If it is required of a licensed system, we would like to have it part of our agreement and budget for the cost.

page 2 - Section 6 (c) allows NWNWS to cancel the Agreement at any time and without cause, upon 30 days notice. We want 90 days notice.

Page 4, Section 9 (e) We would like this changed to the laws of the State of Washington govern this agreement. Any dispute related to this agreement will be resolved in Olympia, WA.

(discuss last) Page 3, Section 8 (b) limits NWNWS liability for breach of contract, negligence, professional malpractice, and strict liability to the amount paid or payable to the NWNWS - this has the potential to essentially limit the amount NWNWS is liable for their own negligence to a very small amount. For example, the full base rate for a one-year term (excluding any other add-on services is only \$15,600.)

If we are contracting with NWNatural for Well-depthing, flushing, CCR, water use efficiency report, meter reading, those costs should be included in the NWNWS liability.

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Because some of the costs are episodic, our budget might reflect the different costs in different months. Nevertheless, we should be able to get an annual budget. There will always be leaks or other unexpected issues, but if we get a price for the following (for example) then the limits of liability should be for the whole annual budget.

January – base cost – sample THM and HAA5

February – base cost plus cost of meter reading

March – base cost plus cost of flushing

April – base cost plus cost of well-depthing – sample THM and HAA5

May – base cost plus meter reading plus CCR preparation – sample for iron- sample for herbicides

June – base cost plus flushing plus water use efficiency report

July – base cost – sample THM and HAA5

August – base cost plus cost of meter reading and well-depthing

September – base cost plus cost of flushing – sample for manganese

October – base cost – sample THM and HAA5

November – base cost plus cost of meter reading

December – base cost plus cost of flushing

JJ Olson committed to get back to us with some resolution of these issues before we sign the contract.

The meeting was adjourned at 11:30 AM.



Commissioner Mullins, Treasurer



Jill Lipoti - President

Commissioner Mach – V.P.