

**HARTSTENE POINTE WATER-SEWER DISTRICT
REGULAR MEETING
District Office
772 E Chesapeake Drive, Shelton, WA 98584
January, 17 2019 1:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call
3. Subscriber Remarks
4. Correspondence
5. Present Agenda
6. Minutes of the January 3, 2019 Regular Meeting (2-3)

REPORTS:

7. Commissioner Reports
8. Financial/Administrative Report:
 - Bills to Be Authorized: Voucher 2019-02
 - Monthly Financial Report
 - Quarterly Financial Report
 - Billing Report
9. General Manager's Report (4-5)

BUSINESS:

10. Approve Memorandum of Understanding (6-9)
11. Approve Travel and Expenses for WASWD Commissioners Workshop
12. Discuss Project Timeline (10-11)

**HARTSTENE POINTE WATER-SEWER DISTRICT
REGULAR MEETING of the BOARD OF COMMISSIONERS
January 3, 2019
District Office, 772 E Chesapeake Drive, Shelton, WA 98584**

MINUTES

PRESENT: President R. Scarola, Secretary A. Hospador, Commissioner D. McNabb, General Manager (GM) D. Carnahan, District Clerk J. Sartori.

CALL TO ORDER: The meeting was called to order at 1:00 pm.

SUBSCRIBER REMARKS: No subscribers present.

CORRESPONDENCE: District clerk noted that bills are to be sent out this week and presented newsletter.

PRESENT AGENDA: *Commissioner McNabb moved to accept the agenda as presented. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the agenda was adopted.*

MINUTES: The minutes of the December 20, 2018 regular meeting were presented. Commissioner Scarola noted he wanted to add "around-the-clock" qualifier to "extra work." *Commissioner McNabb moved to approve the minutes as amended. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the minutes were approved as amended.*

REPORTS:

Commissioner Reports:

- Commissioner McNabb presented an email about upcoming WASWD Commissioners Workshop.
- Commissioner Hospador noted a Washington Post article about clean water. He presented another article, "Most Water Utilities Are In the Red, Study Finds."

Financial/Administrative Report:

- Bills to Be Authorized:
 - Voucher 2019-01, in the amount of \$20,774.20, was presented. *Commissioner Hospador moved to approve voucher 2019-01 in the amount of \$20,774.20. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.*

General Manager's Report: David Carnahan presented his General Manager's Report of present status of the district.

BUSINESS:

Elect Officers for 2019: *Commissioner Hospador moved to draft resolution for next meeting to re-elect R. Scarola as president and remain as secretary. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the motion passed. President Scarola appointed D. McNabb as audit commissioner.*

Set Time and Place for 2019 Board of Commissioners Meetings: *Commissioner McNabb moved to keep meetings at district office on the first and third Thursdays of each month. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the motion passed.* Commissioner Scarola suggested commissioners consider holding quarterly meetings at HPMA clubhouse or old special meetings for large projects.

Discuss Allocating Time for Agenda Items: Commissioners determined there was no need for discussion on this item.

Discuss Memorandum of Understanding: Commissioners discussed minor edits to make to memorandum and agreed to draft a final memorandum to be approved at next meeting.

Discuss RH2 Invoices: *Commissioner Hospador moved to pay invoice #71886 in the amount of \$1,392.68. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the invoice is approved for payment.*

Commissioner Hospador moved to dispute invoice #71885 as the invoice was sent over a year following work performed. Commissioner McNabb seconded. Hearing 3 aye votes and 0 nay votes, the motion passed.

Discuss Commissioner Compensation: Commissioners discussed what are appropriate per-diem tasks.

Commissioner McNabb moved to adjourn the meeting. Commissioner Hospador seconded. Hearing 3 aye votes and 0 nay votes, the meeting adjourned at 2:25 pm.

Respectfully Submitted By:

Signature

Name and Title

Approved at the Regular Meeting of the Board on: _____

HARTSTENE POINTE WATER-SEWER DISTRICT
General Manager's Report
January 17, 2019

Human Resources

Our staff is happy and things are running smoothly. We're all looking forward to accomplishing the various projects that we've laid out for the 2019 year.

Asset Management

Ernie Klimeck will be coming in sometime in early March to work with me on the next steps after completing all of the data entry. He was very excited about working with me on this.

Water

Our usage continues to be high. Once we complete our pilot study, we'll shift our focus to pressure testing and see if we can find the leak/s. Our average production is around 70,000 gal/day.

Well 2

I spoke with Steve from Steve's Pump and Drilling and he is putting together a quote on developing well 2. Steve thinks we need to do an acid wash and well surging to get its production up.

Well 4

Mont and I will be performing the pilot study ourselves over the next two weeks. Preliminary samples came back a week ago showing that we are getting adequate arsenic removal. Our raw water arsenic levels were at .0130 and the finished water levels were .008. The MCL for Arsenic is .010.

We're still waiting for the **CCR (Construction Completion Report)** to come back from RH2. Sean is waiting on results from a pressure test that we have yet to perform. Mont and I will be wrapping this up this week.

Well 3

Steve from **Steve's Pump and Drilling** gave us an estimate totaling **\$4,502.74** to test pump well 3.

Emergency Preparedness

The generator at well 4 has been installed, tested, and is now fully operational. Ferrell gas still has to come back and do a lock out test on the tank and then this project will be completed.

Waste Water Management

December was not as kind as we had hoped in terms of flow. However, as it sits right now we've received only one violation for exceeding our **Max Daily Flow of 342,000 gal.** Thankfully the last few weeks have been relatively dry which should help out our average for the month.

I will begin **shopping for excavators** over the next month or so. I'm going to buy a carport for now to store the excavator under until I can figure out where we can put a garage.

Customer Service

We got some great feedback from a customer who came in during our sustainability class. He complimented us on our newsletter stating that he "really appreciated the regular updates and helpful tips."

General District Business

The Sustainable Management of Rural and Small Systems class put on by Evergreen Rural Water here at the plant last Tuesday was a huge success. Everyone who attended the class (HPWSD Staff) thought that it was informative, helpful and extremely practical to real world system management.

Submitted by David Carnahan



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M E M O R A N D U M O F U N D E R S T A N D I N G

TO: HARTSTENE POINTE MAINTENANCE ASSOCIATION
FROM: HARTSTENE POINTE WATER-SEWER DISTRICT BOARD OF COMMISSIONERS
SUBJECT: RELATIONSHIP BETWEEN HPWSD AND HPMA
DATE: JANUARY 17, 2019

This Memorandum of Understanding ("MOU") is entered into by and between the Hartstene Pointe Water-Sewer District, a Washington water and sewer district, and Hartstene Pointe Maintenance Association, a Washington non-profit corporation (individually, a "Party," collectively, "the Parties").

WHEREAS, Hartstene Pointe Water-Sewer District ("HPWSD" or the "District") is a special purpose district organized under and governed by Title 57 of the Revised Code of Washington (RCW); and

WHEREAS, the HPWSD Board of Commissioners desires to honor as much as possible the environmental values and philosophies of Hartstene Pointe while performing its legal obligations to provide the highest attainable quality water and sewer services to its customers at Hartstene Pointe; and

WHEREAS, the Hartstene Pointe Maintenance Association ("HPMA") Board of Directors desires to assist the District as much as possible in the performance of its obligations to provide the highest attainable quality water and sewer services to its customers at Hartstene Pointe; and

WHEREAS, the HPWSD Board of Commissioners and the HPMA Board of Directors desire to continue and further promote a good working relationship with each other by establishing a cooperative agreement for how the District can perform needed work without impractical delays due to the HPMA permitting process while also respecting the need for an HPMA work review process; and

WHEREAS, regardless of other considerations the District must meet its legal obligations to maintain its water and sewer services at all times at the best service level possible for the benefit of its customers; and

WHEREAS, the District must have the ability to perform its work whenever the District determines it is necessary, and that the District is unable to predict at all times when that work will be necessary; and

WHEREAS, pursuant to RCW 57.08.044, the District may enter into contracts or agreements with any county, city, town, or any other municipal or quasi-municipal corporation, or with any private person or corporation, for the acquisition, ownership, use, and operation of any property, facilities, or services, within or without the District boundaries, and necessary or desirable to carry out the purposes of the District; and

WHEREAS, pursuant to RCW 57.08.005, the District may construct, condemn, and purchase, add to, maintain, and supply waterworks to furnish the District and inhabitants thereof and any other persons, both within and without the District, with an ample supply of water for all uses and purposes public and private with full authority to regulate and control the use, content, distribution, and price thereof in such a manner as is not in conflict with general law and may construct, acquire, or own buildings and other necessary district facilities, and further may construct, condemn, and purchase, add to, maintain, and operate systems of sewers for the purpose of furnishing the District, the inhabitants thereof, and persons outside the District with an adequate system of sewers for all uses and purposes, public and private as provided by law; and

WHEREAS, pursuant to Title 57 RCW and applicable law, the District maintains condemnation and eminent domain authority and other authority consistent with its mandate under state law.

NOW THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the District and HPMA hereby resolve and agree as follows:

1. **Notice of Certain District Work.** When reasonably practicable in light of the obligations of the District, the District agrees to work cooperatively with the HMPA and its residents and provide advance notice regarding certain work in accordance with the following:

a. The District's General Manager will attempt whenever reasonably practicable to give the General Manager of HPMA, (and in coordination with him affected homeowners), at least fourteen (14) days' advance notice when the District intends to (a) perform work that involves construction or placement of buildings, materials, and/or equipment or that involves significant disturbance of the landscape or vegetation in the common areas of the HPMA and/or within the express or implied easements or property boundaries of the District's property or (b) perform any other work, maintenance, or installation activities that would otherwise require approval of the HPMA if the District were a private property lot owner. For the purposes of this MOU, "significant disturbance" is defined as clearing or materially removing vegetation or landscape that the General Manager of HPMA and the General Manager of the District agree may be reasonably noticeable and may affect the overall aesthetic enjoyment of the HPMA common areas by the residents of Hartstene Pointe.

b. The Parties recognize and acknowledge that it may also be necessary from time to time for the District to respond to issues that do not permit the notice requirements set forth above. This will be considered "Expedited Work." If the District General Manager determines that Expedited Work is necessary that does not allow for the notice described in Section 1 above, the District General Manager will use reasonable best efforts to give 48 hours'

advance notice to the HPMA General Manager (and in coordination with him affected homeowners), of Expedited Work.

c. The Parties further recognize and acknowledge that it may also be necessary from time to time for the District to immediately respond to an event without notice to residents or the HPMA General Manager, because of the emergency nature of the work or event. This will be considered "Emergency Work." Emergency Work may be performed by the District to maintain or protect its water or sewer systems and may take place at any time, including during normal work hours, or on weekdays, or during weekends, or holidays, or any time outside of normal work hours.

2. **Exercise of Reasonable Due Care.** The District will perform all of its work under this MOU exercising reasonable due care.

3. **Repair; Restoration.** If it is necessary to significantly disturb the existing vegetation and landscape for the District to perform its work to an extent that adversely and significantly impacts the environment or aesthetics of the Hartstene Pointe common areas, the District will do its best to reasonably mitigate such impacts upon completion of its work, if feasible. The extent of such impact arising from work is to be determined by the District General Manager, in consultation with the HPMA General Manager.

4. **Waiver of Conditions.** When the procedures outlined in Section 1 above are followed, the HPMA and the District agree that the District will not be obligated to follow any additional rules or committee review procedural requirements, or to seek and receive any additional permit, permission, or approval from the HPMA for the water and sewer utility related work performed.

5. **Easement Rights.** The District will as much as possible perform any work within its general easement rights and utility easements, whether express or implied, but may from time to time request other easements or licenses from the HPMA that may be required to deliver necessary water and sewer services and carry out its obligations. The General Manager of the District will work with the General Manager of the HPMA so that the HPMA may, in as timely a manner as possible, review and grant such easements or licenses as are determined to be required by the General Manager of the District and the General Manager of the HPMA in order to deliver the District's water and sewer services to its customers, and to maintain the same.

6. In the event that the two General Managers cannot agree on the conditions outlined above in this MOU with regard to the guidelines and specifications of a specific project the final agreement to proceed shall be determined by negotiation between the Board of Directors of the HPMA and the Board of Commissioners of the HPWSD.

7. **Reservation of Rights.** Nothing in this MOU is intended to or shall be interpreted to limit the rights, power, or authority of the District in carrying out its functions as a Water-Sewer District under Title 57 RCW. In all cases, the priorities and paramount obligation of the District are to maintain the operational integrity of its systems and to deliver water and sewer services to its customers consistent with its purpose and applicable law. These priorities and obligations take precedence over all other considerations. Nothing in this MOU is intended to or

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shall be interpreted to be a delegation of any authority of the District. The District maintains and does not waive any rights or powers available to it under applicable law.

8. **Effective Date.** This MOU shall be effective as of the date of mutual execution of the Parties (the "Effective Date").

9. **Term; Termination.** This MOU shall commence on the Effective Date and be in continuing effect unless terminated by either Party hereto upon sixty (60) days' written notice.

10. **Relationship of Parties.** Nothing in this MOU shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Parties. No Party or authorized representative shall have authority to act as a general agent for the other Party or to bid for or undertake any contracts enforceable against the other Party.

11. **Authority.** The Parties hereto indicate their approval of this MOU by their signatures below, and each Party warrants that all corporate or governmental action necessary to bind the Parties to the terms of this MOU has been and will be taken.

President Robert Scarola

Secretary Andrew Hospador

Commissioner David McNabb

HPMA Board President

HPMA Board Secretary

HPMA Board Treasurer

HPMA Board Member

HPMA Board Member

HPMA Board Member

HPMA Board Member

Capital Improvement/Repair and Maintenance Projects	Status	Estimated Completion	Estimated Cost	Responsible Party	Progress/Notes
Install Ferric Chloride in the well 4 treatment room.	??	???	\$30,000.00	GM+WDM	Investigative samples showed that we are getting removal with our current treatment process (.008). Once we complete the pilot study we'll know for sure whether or not we consistently come in below the MCL of .010.
Well 1 Replacement	In progress	March	\$102,142.00	GM+WDM	Drilling and testing completed November 2016. RH2 engineering completed final design. Contractor completed construction in December. Waiting on CCR from RH2 and Pilot study completion. (DC)
Water system flushing & drinking water valve exercising	April	April	Staff	All Staff	Scheduled for all staff in April.
Lift Station 2 Generator	May	June	\$15,000.00	GM+WWTPO	Researching possible options.
Lift Station 8 Generator	June	July	\$15,000.00	GM+WWTPO	Researching possible options.
Locate Phantom Lines	March	October	Staff	All Staff	Locate all unidentified water lines for HPMA and install meters.
Install Marina Line Shut Off Valve	August	September	\$5,000.00	WDM/WWTPO	Requires excavating Equipment.
Well 4 Generator	Installed/Not yet online	January	\$24,000.00	GM+WDM	Contract awarded to Sare Electric. Generator installed. Waiting on Ferrell gas to do some final testing.
Influent Gate Actuator Motor Spare	To Be Ordered	February	\$2,000.00	GM+Dist.C	Need to Purchase
Clean WWTP SBRs	June	June	\$20,000/Staff	All Staff	Perform one at a time. Flohawk to do.
Inspect PRS	January	January	Staff	WDM/WWTPO	Requires two staff members to be on site.
Reservoir Maint	June	June	Staff	All Staff	Clean area around reservoir, Pressure wash Reservoir Base.
Lift Station Cabinets/Cleaning	April/May	May	Staff	WDM?WWTPO	Clean and pressure wash lift stations and clean out cabinets.
Facility Spring Cleaning	March	April	Staff	All Staff	Clean all facilities inside and out.
Man Hole Repairs	July	July	Staff	WWTPO/WDM	Requires two staff members to be on site.
Repair Booster Pump	February	February	Staff	WDM/WWTPO	Requires two staff members to be on site.
Fiber Optic Installation	May/June	June			

Excavating Equipment	To Be Purchased	March	\$46,000.00	GM	In the process of gathering pricing and associated data
Replace Well #2 Housing	Spring	April	\$500.00	WDM/WWTPO	Repair existing structure.
Sewer Later Lines Replacement/Repair	Spring-Summer	April-September	\$22,000.00	All Staff	Investigating and mapping lines. Need to make a plan for complete repair/replacement of lateral lines. Purchase excavating equipment to make our own repairs. (DC)
Test/Service WWTP Generator	Annual	November	\$1,500.00	WWTPO	Complete when Cummins is out to service Timberlakes'. (DC)
Upgrade WW SCADA for Data Collection	??	???	\$3,900.00	Evolution Controls	Waiting on Dates from Nick. (DC)