HARTSTENE POINTE WATER-SEWER DISTRICT **REGULAR MEETING DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584** November 7, 2024 1:00 P.M.

AGENDA

1. 2. 3. 4. 5. 6. 7.	Call to Order Roll Call Subscriber Remarks Correspondence Present Agenda Minutes of the October 17, 2024 Regular Meeting Minutes of the November 4, 2024 Special Meeting	(2-4) (5)	
REPO	RTS:		
	Commissioner Reports		
9.	Financial/Administrative Report:		
	• Bills to Be Authorized:		
	• Voucher 2024-45		
	• Bills to Be Reviewed:		
	• Voucher 2024-43		
	• Voucher 2024-44		
	 Monthly Billing Report: November 2024 	(6)	
10.	General Manager's Report	(7)	
BUSIN	IFSS.		
	Approve Increasing the Project & Accounts Manager W	age Range	
	Review 2025 Proposed Budget	(8-20)	
	Schedule Acknowledgement of Former Commissioner		
	Approve Expenses for Acknowledgement of Former Con	mmissioner	
15.	Review Draft Resolution 2024-06, Adopting a Policy on	Work in HPMA Common Areas	(21-23)
	DING BUSINESS		
	Discuss Well #2 Rehabilitation, Bid Extension, Feedbac	k from Bidder	
	Discuss Reservoir Hatch Repairs		
	Discuss Capital Improvement Plan Quote Updates		
	Review Memorandum of Understanding Draft	(24-26)	
20.	Review Cross Connection Packet	(27-31)	

- 20. Review Cross Connection Packet21. Discuss "Code of Safety" Policy22. Discuss Shared Drive & Calendar Status
- 23. Discuss Asset Management Status

HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING of the BOARD OF COMMISSIONERS October 17, 2024 DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584

MINUTES

PRESENT: President S. Swart, Secretary C. Anderson, Audit Commissioner S. Birgh, General Manager (GM) J. Palmer, Project & Accounts Manager (PM) J. Sartori

CALL TO ORDER: The meeting was called to order at 1:05 pm

SUBSCRIBER REMARKS: No subscribers present

CORRESPONDENCE:

• Commissioner Swart received correspondence from a resident stressing the importance of advance notice of water outages, when known

PRESENT AGENDA: Commissioner Anderson moved to adopt the agenda. Commissioner Birgh seconded. Commissioner requested to add business, "14. Review Bids for Well #2 Rehabilitation Project." Hearing 3 aye votes and 0 nay votes, the agenda was adopted as amended.

MINUTES:

The minutes of the October 3, 2024 special meeting were presented. Commissioner Anderson moved to approve the minutes. Commissioner Birgh seconded. Hearing 3 aye votes and 0 nay votes, the minutes were approved.

REPORTS:

Commissioner Reports:

- Commissioner Anderson reviewed engineering plans for the "Reservoir Pump Station Improvements" project, dated January 24, 2011 and shared his understanding of the pump functions; Commissioner Anderson will work with GM to contact RH2 Engineering to address questions
- Commissioner Birgh suggested adding all of the District's debt service in the accounting system and track the liabilities on the balance sheet
- After attending an RCAC training, Commissioner Swart suggested that meeting minutes should indicate who prepared the draft
- After attending an RCAC training, Commissioner Swart conveyed that a Public Records Act policy needs to be generated and passed by the Board of Commissioners
- Commissioner Swart reviewed the schedule of budget meetings:
 - 11/7: Proposed Budget Review
 - o 11/21: Final Budget Review and Resolution Adoption
 - o 11/30: Final Budget Submittal to the Mason County Auditor's Office due
- Commissioner Swart noted that acknowledgement of former commissioner E.J. Anderson is scheduled at noon on November 7th

Financial/Administrative Report:

• Bills to Be Authorized:

- Voucher 2024-42 in the amount of \$60,682.36 was presented. *Commissioner Anderson* moved to approve voucher 2024-42 in the amount of \$60,682.36. Commissioner Swart seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.
- Bills to Be Reviewed:
 - Voucher 2024-41 was presented for review
- Monthly Financial Report: PM presented the billing report for September 2024

General Manager's Report: GM presented his report on the current state of the District

• GM presented updated an updated estimate for Pressure Reducing Valve station repairs. Commissioner Birgh moved to authorize funds for the repairs as updated in the cost estimate. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the funds are approved.

BUSINESS:

Adopt Res. 2024-04, Establishing a Small Public Works Roster Process to Award Contracts: Commissioners reviewed the draft resolution. Commissioner Birgh moved to adopt Resolution 2024-04 as presented. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, Resolution 2024-04 is adopted.

Adopt Res. 2024-05, Updating the Audit Function & Designating a Responsible Commissioner: Commissioners reviewed the draft resolution. *Commissioner Anderson moved to adopt Resolution* 2024-05 as presented. Commissioner Swart seconded. Hearing 3 aye votes and 0 nay votes, Resolution 2024-05 is adopted.

Review 2025 Preliminary Budget: Commissioners discussed the current draft budget and generated a draft Capital Improvement Plan with GM.

Keep or Cancel 10/18/24 Special Meeting: Commissioner Swart moved to cancel the Special Meeting that was scheduled for 10/18/24 as a Draft of the Capital Improvement Plan was assembled during the meeting and updated project estimates are needed. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the special meeting is canceled.

Review Bids for Well #2 Rehabilitation Project: Commissioner Birgh made a motion to reject the one bid received for the Well #2 Rehabilitation Project. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the bid is rejected.

ONGOING BUSINESS:

Discuss Drafting Memorandum of Understanding (MOU): Commissioners tabled this until the attorney is able to produce a draft.

Review Cross Connection Packet: Commissioners tabled until commissioners re-read the packet.

Discuss Abandoned Resolution 2019-02 Status: Commissioners tabled discussion.

Discuss "Code of Safety" Policy: Commissioners tabled discussion. GM will share document for commissioners to review.

Discuss Asset Management (AM) Documents: Commissioners plan to use the RCAC recommended spreadsheet for AM and plan to incorporate data from existing spreadsheet document to the new form on

a shared drive for collaboration. Commissioners directed GM and PM to establish a shared drive for AM and other administrative/collaborative documents.

Commissioner Anderson moved to adjourn the meeting. Commissioner Birgh seconded. Hearing 3 aye votes and 0 nay votes, the meeting adjourned at 5:50 pm.

Meeting Minutes Drafted By: PM

Respectfully Submitted By:

Signature

Carl Anderson, Secretary, Commissioner #1 Name and Title

Approved at the Regular Meeting of the Board on: 11-7-2024

HARTSTENE POINTE WATER-SEWER DISTRICT SPECIAL MEETING of the BOARD OF COMMISSIONERS **November 4, 2024 DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584**

MINUTES

PRESENT: President S. Swart, Secretary C. Anderson, Audit Commissioner S. Birgh, General Manager (GM) J. Palmer, Project & Accounts Manager (PM) J. Sartori

CALL TO ORDER: The meeting was called to order at 11:00 am

SUBSCRIBER REMARKS: None present

PRESENT AGENDA: Commissioner C. Anderson moved to adopt the agenda. Commissioner Birgh seconded. Hearing 3 aye votes and 0 nay votes, the agenda was adopted as presented.

BUSINESS:

Approve Posting an Advertisement for Bids for the Sewer System Rehabilitation Project: Commissioner Birgh moved to approve the advertisement for bids. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay vote, the motion passes.

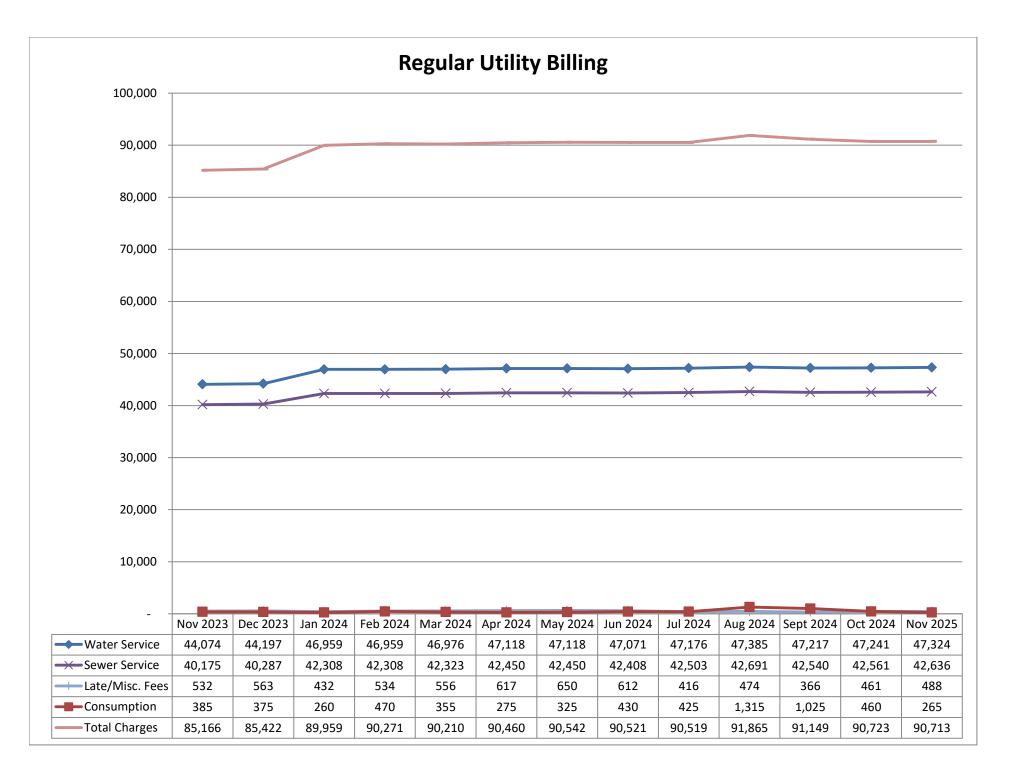
Commissioner Anderson moved to adjourn the meeting. Commissioner Birgh seconded. Hearing 3 ave votes and 0 nay votes, the meeting adjourned at 11:12 am.

Respectfully Submitted By:

Signature

Carl Anderson, Secretary, Commissioner #1 Name and Title

Approved at the Regular Meeting of the Board on: 11-7-2024



GM REPORT FOR BOC MEETING ON 11/7/24

- WWTP averaged 47,633 GPD (19,937 min; 126,092 max)
- Wells averaged 36,426 GPD (25,800 min; 36,426 max)
- From 10/13 11/2, with higher flows on weekends
- Higher flows at WWTP due to rain
- District closed 11/11 for Veterans Day
- Jared extended absence
- Follow-up on treatment piping bid
- EPA Lead Service Line Inventory
- Bid announcement posted Daily Journal of Commerce
- Sewer repair for 343 PDE

2025 Proposed Budget Overview

				Bud	get		Projec	tions	
	2022 Actual	2023 Actual	2024 Projected	2024	2025	2026	2027	2028	2029
Beginning Unreserved Funds Balance	553,936	650,259	632,639	666,923	885,566	828,318	865,198	1,053,132	1,284,823
Revenues	999,262	1,085,958	2,470,947	2,435,975	15,169,269	1,231,007	1,270,293	1,310,871	1,352,727
<u>Expenditures</u>	898,820	1,098,013	2,208,619	2,427,555	15,223,959	1,191,442	1,079,675	1,076,361	1,112,797
Net Income (Loss)	100,442	(12,055)	262,328	8,420	(54,691)	39,565	190,618	234,510	239,929
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Ending Unreserved Funds Balance	553,936	632,639	885,566	780,819	828,318	865,198	1,053,132	1,284,823	1,521,792

Beginning Fund Balances

	History 2022 2023 2024			Bud	get	Diffe	rence		Projec	tions	
	2022 Actual	2023 Actual	2024 Actual	2024	2025	\$ Change	% Change	2026	2027	2028	2029
Beginning Fund Balances											
Reserve Funds											
030 - Ecology Loan Reserve	40,553	41,065	43,048	42,664	45,289	2,241	5.25%	45,289	45,289	45,289	45,289
050 - DWSRF Loan Reserve	20,377	20,499	21,574	21,700	27,008	5,435	25.04%	27,008	27,008	27,008	27,008
070 - USDA Revenue Bond Reserve	37,758	42,201	44,922	44,520	46,647	1,725	3.88%	49,204	51,888	54,573	57,392
Unreserved Funds											
010 - Operating Fund (incl. revolving funds)	226,544	253,345	251,997	227,077	418,547	166,550	73.34%	300,361	282,462	415,616	592,528
020 - Committed Funds											
Asset Replacement Fund	18,344	27,344	27,344	36,344	45,344	18,000	49.53%	54,344	63,344	72,344	81,344
Capital Improvement Fund											
Inflow & Infiltration	75,854	103,209	68,769	93,542	94,807	26,038	27.84%	120,965	140,965	160,965	180,965
Reservoir Repair	83,368	96,694	96,694	110,021	110,021	13,326	12.11%	123,347	136,674	150,000	163,326
Other	0	0	0	0	0	0	0.00%	0	0	0	0
Risk Management Fund	149,826	169,666	187,834	199,939	216,847	29,013	14.51%	229,300	241,753	254,206	266,659
Total 020 - Committed Funds	327,392	396,914	380,642	439,846	467,019	86,377	19.64%	527,957	582,736	637,515	692,295
065 - Capital Projects Account	0	0	0	0	0	0	0.00%	0	0	0	0
Total Beginning Unreserved Fund Balances	553,936	650,259	632,639	666,923	885,566	252,927	37.92%	828,318	865,198	1,053,132	1,284,823

Ending Fund Balances

	History			Bud	get	Diffe	rence		Projec	tions	
	2022 2023 2024 Actual Actual Projected		2024 Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
Ending Fund Balances											
Reserve Funds											
030 - Ecology Loan Reserve	40,553	43,048	45,289	40,989	45,289	4,300	10.49%	45,289	45,289	45,289	45,289
050 - DWSRF Loan Reserve	20,377	21,574	27,008	20,551	27,008	6,457	31.42%	27,008	27,008	27,008	27,008
070 - USDA Revenue Bond Reserve	37,758	44,922	46,647	46,158	49,204	3,046	6.60%	51,888	54,573	57,392	60,352
Unreserved Funds											
010 - Operating Fund (incl. revolving funds)	226,544	251,997	418,547	324,762	300,361	(24,401)	-7.51%	282,462	415,616	592,528	774,718
020 - Committed Funds											
Asset Replacement Fund	18,344	27,344	45,344	36,344	54,344	18,000	49.53%	63,344	72,344	81,344	90,344
Capital Improvement Fund											
Inflow & Infiltration	75,854	68,769	94,807	135,699	120,965	(14,734)	-10.86%	140,965	160,965	180,965	200,965
Reservoir Repair	83,368	96,694	110,021	110,021	123,347	13,326		136,674	150,000	163,326	176,653
Other	0	0	0	0	0	0	0.00%	0	0	0	0
Risk Management Fund	149,826	187,834	216,847	173,993	229,300	55,307	31.79%	241,753	254,206	266,659	279,112
Total 020 - Committed Funds	327,392	380,642	467,019	456,057	527,957	71,900	15.77%	582,736	637,515	692,295	747,074
065 - Capital Projects Account	0	0	0	0	0	0	0.00%	0	0	0	0
Total Ending Unreserved Fund Balances	553,936	632,639	885,566	780,819	828,318	47,499	6.08%	865,198	1,053,132	1,284,823	1,521,792

Revenues

		History 2022 2023 2024 2024		Buc	dget	Differe	ence		Proje	tions			
		2022 Actual	2023 Actual	2024 Jan - Sept	2024 Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
1 Ra	ates												
2	Residential Water (Monthly)	80.60	93.80	99.90	99.90	99.90	91.63	(8.28)	-8.28%	99.40	102.40	105.50	108.70
3	Residential Sewer (Monthly)	87.00	85.50	90.00	90.00	90.00	107.17	17.17	19.08%	116.30	119.80	123.40	127.10
4	Total Residential Monthly Charge	167.60	179.30	189.90	189.90	189.90	198.80	8.90	4.68%	215.70	222.20	228.90	235.80
5	Prepaid Connection - Water (Monthly)	34.50	39.00	41.50	41.50	41.50	37.38	(4.12)	-9.92%	40.60	41.80	43.10	44.40
6	Prepaid Connection - Sewer (Monthly)	35.30	35.60	37.50	37.50	37.50	44.82	7.32	19.51%	48.60	50.10	51.60	53.10
7	Total Prepaid Connection Monthly Charge	69.80	74.60	79.00	79.00	79.00	82.20	3.20	4.05%	89.20	91.90	94.70	97.50
8	Water - Metered Charges	6,124	7,000	4,528	6,038	11,729	6,158	(5,571)	-47.50%	6,682	6,882	7,089	7,301
9	Water Connection & Capital Facilities Charge	3,670	3,450	4,435	4,435	4,435	4,525	90	2.03%	4,525	4,525	4,525	4,525
10	Sewer Connection & Capital Facilities Charge	4,130	4,350	5,565	5,565	5,565	8,145	2,580	46.36%	8,145	8,145	8,145	8,145
11	Total Connection & Capital Facilities Charge	7,800	7,800	10,000	10,000	10,000	12,670	2,670	26.70%	12,670	12,670	12,670	12,670
12 C	onnections												
13	# of Residential Connections	440	458	463	463	458	458	0	0.00%	459	460	461	462
14	# of Prepaid Connections	22	18	16	16	20	20	0	0.00%	18	18	18	18
15	# of New Connections (not Prepaid)	4	3	2	2	3	2	(1)	-33.33%	1	1	1	1
16 R e	evenues												
17	Total Water Revenues	455,260	533,306	429,514	569,550	570,759	518,714	(52,045)	-9.12%	556,265	574,277	592,936	612,223
18	Total Sewer Revenues	482,569	479,186	381,447	507,740	503,626	599,755	96,129	19.09%	651,078	672,118	693,794	716,112
19	Total Penalties & Fees	7,892	6,308	4,858	6,477	6,555	6,725	170	2.59%	7,259	7,494	7,736	7,986
20	Capital Facilities Charges & Connection Fees	43,800	21,900	20,000	20,000	30,000	25,340	(4,660)	-15.53%	12,670	12,670	12,670	12,670
21	Interest Income	7,306	30,099	28,065	37,419	3,735	10,000	6,265	167.74%	3,735	3,735	3,735	3,735
22	WA State Ecology Water Quality Fin. Assistance Loan			1,180,751	1,321,300	1,321,300	14,000,000	12,678,700	959.56%				
23	Miscellaneous Revenues	2,436	15,159	6,433	8,461	0	8,735	8,735	0.00%	0	0	0	0
Тс	otal Revenues	\$999,262	\$1,085,958	\$2,051,068	\$2,470,947	\$2,435,975	\$15,169,269	\$12,733,29	522.72%	\$1,231,007	\$1,270,293	\$1,310,871	\$1,352,727
		% Water Revenue:		53.12%	46.38%								
				% Wastewat	ter Revenue:	46.88%	53.62%						

Expenditures

		His	tory		Bud	lget	Differe	nce		Projec	tions	
	2022	2023	2024	2024				%				
	Actual	Actual	Jan-Aug	Projected	2024	2025	\$ Change	Change	2026	2027	2028	2029
1 Operations												
2 <u>Staff</u>	346,727	399,470	280,470	413,373	440,052	434,833	(5,219)	-1.19%	455,673	477,555	500,531	524,656
3 <u>Water</u>	66,822	66,945	62,251	78,864	78,457	86,438	7,981	10.17%	84,315	87,266	90,321	93,482
4 <u>Wastewater Treatment/Sewer</u>	125,350	237,675	82,342	101,422	90,668	99,660	8,992	9.92%	103,148	106,758	110,495	114,362
5 <u>Combined W/S, Administrative</u>	133,848	128,206	68,981	133,856	143,160	158,107	14,948	10.44%	154,380	160,155	166,171	172,439
6 Total Operations	672,747	832,296	494,044	727,516	752,337	779,038	26,701	3.55%	797,517	831,735	867,518	904,939
7 Capital Improvements	68,185	108,709	766,761	1,325,185	1,519,300	14,252,500	12,733,200	838.10%	165,000	20,000	20,000	20,000
8 Loan Payments	157,888	156,903	155,918	155,918	155,918	192,421	36,503	23.41%	228,925	227,940	188,843	187,858
9 Total Expenditures	\$898,820	\$1,098,013	\$1,416,722	\$2,208,619	\$2,427,555	\$15,223,959	\$12,796,404	527.13%	\$1,191,442	\$1,079,675	\$1,076,361	\$1,112,797
				Total Water	Expenditures:	357,566						
			Total	Wastewater B	Expenditures:	449,525						
		Total Comb	ined W/S, Ad	lministrative E	Expenditures:	416,869						
					% Water:	46.24%						
ç					Wastewater:	53.76%						

Rev. 11/5/24

\$1,223,959

Water Operations Costs

		History				Buc	lget	Differ	ence		Projec	tions	
		2022	2023	2024	2024								
		Actual	Actual	Jan - Sept	Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
	later Operations Expenditures												
2	534.30 · Supplies - Water												
3	31 1010 · Supplies - Water												
4	35 1010 · Tools/Equip - Water	3,323	3,902	3,345	4,459								
5	31 1010 · Supplies - Water - Other	3,114	1,515	2,249	2,998								
6	Supplies - Water	6,436	5,418	5,593	7,457	8,000	8,000	0	0.00%	8,280	8,570	8,870	9,180
7	Chemicals - Water	4,935	5,354	5,028	6,705	8,000	8,000	0	0.00%	8,280	8,570	8,870	9,180
8	Total 534.30 · Supplies - Water	11,371	10,772	10,621	14,162	16,000	16,000	0	0.00%	16,560	17,140	17,739	18,360
9	534.40 · Services - Water												
10	Intergov Fees												
11	53 1010 · Excise Tax - Water	22,966	26,477	21,406	28,542	27,670	29,969	2,298	8.31%	31,018	32,103	33,227	34,390
12	53 1020 · Permit Fees - Water	766	766	809	809	804	850	45	5.64%	879	910	942	975
13	534.50 · Intergov - Water - Other	0	638	0	0	0	0	0	#DIV/0!	0	0	0	0
14	Total Intergov Fees	23,732	27,880	22,273	29,351	28,475	30,819	2,344	8.23%	31,897	33,014	34,169	35,365
15	Other Services	1,878	1,684	2,356	2,356	1,768	2,474	705	39.88%	0	0	0	0
16	Lab Testing - Water	1,365	1,365	1,163	1,551	1,500	1,628	128	8.55%	1,685	1,744	1,805	1,868
17	Repair & Maintenance - Water												
18	SCADA System - Water	530	0	0	0	2,500	2,500	0	0.00%	2,588	2,678	2,772	2,869
19	Other	17,054	13,922	16,992	19,651	15,437	20,633	5,196	33.66%	21,355	22,103	22,876	23,677
20	Total 48 1030 Repair & Maintenance - Water	17,584	13,922	16,992	19,651	17,937	23,133	5,196	28.97%	21,355	22,103	22,876	23,677
21	47 1010 · Electric - Water	10,892	11,322	8,846	11,794	12,777	12,384	(393)	-3.08%	12,817	13,266	13,730	14,211
22	Total 534.40 · Services - Water	55,451	56,174	51,629	64,702	62,457	70,438	7,981	12.78%	67,755	70,127	72,581	75,121
Т	otal Water Operations Expenditures	\$66,822	\$66,945	\$62,251	\$78,864	\$78,457	\$86,438	7,981	10.17%	\$84,315	\$87,266	\$90,321	\$93,482

Wastewater Treatment Operations Costs

		History			Bud	get	Diffe	rence		Proje	ctions		
		2022	2023	2024	2024								
		Actual	Actual	Jan - Sept	Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
1 V	/astewater Treatment Operations Expenditures												
2	535.30 · Supplies - WW Treatment												
3	31 3010 · Supplies - WW Treatment												
4	31 3010 · Supplies - WW Treatment	1,741	1,994	2,005	2,674								
5	35 3010 · Tools/Equip - WW Treatment	6,519	414	1,550	2,067								
6	31 3010 · Supplies - WW Treatment	8,261	2,408	3,556	4,741	10,000	10,000	0	0.00%	10,350	10,712	11,087	11,475
7	31 3011 · Chemicals - WW Treatment	1,993	1,718	2,406	3,208	3,000	3,000	0	0.00%	3,105	3,214	3,326	3,443
								_					
8	Total 535.30 · Supplies - WW Treatment	10,253	4,126	5,962	7,949	13,000	13,000	0	0.00%	13,455	13,926	14,413	14,918
9	535.40 · Services - WW Treatment	0	20 700	2.074	2.074		0		"DN (/01			0	0
10	Attorney Fees - Wastewater	0	39,786	3,871	3,871	0	0	0	#DIV/0!	0	0	0	0
11	Intergov - WW Treatment (previously 535.5)												
12	B&O/Excise Tax	6.245	6 630	44	7 200								
13 14	B&O Tax - Wastewater Treatment	6,315	6,630	5,541	7,388 478								
15	53 2010 · Excise Tax - Sewer Total B&O/Excise Tax	2,162 8,477	1,449	358	478 7,866	0 1 6 0	8 250	91	1.12%	8,548	0 0 4 7	0 1 5 7	0 477
16	53 3020 · Permit Fees - WW Treatment	8,477 2,693	8,078	5,899 3,209		8,168 3,131	8,259 3,521	-	1.12%	8,548 3,644	8,847 3.772	9,157	9,477
17	Total Intergov - WW Treatment	2,693	3,087	3,209 9,108	3,353 11,219	3,131 11,299	3,521 11,780	390 481	4.26%	3,644	12,619	3,904 13,061	4,040 13,518
18	41 3040 · WWT Operations - Contracted	38,300	11,165 44,800	9,108 0	11,219	11,299	11,780	481	4.26%	12,192	12,019	15,001	15,518
19	·	,	-		0	0	0	0		0		0	Ű
	41 3041 · Non-Routine WWT Operations - Contracted	0	0	0	Ũ	-	-	-	0.00%	-	0	-	0
20	41 3050 · Lab Testing - WW Treatment	12,452	23,281	16,976	22,635	15,000	17,380	2,380	15.87%	17,988	18,618	19,270	19,944
21 22	WW Treatment Maint. and Repair	10.072	27.040	10.001	25 600	17.024	20.000	2.100	12 150/	20 700	24 425	22 474	22.050
22	48 3010 · Biosolids Disposal	10,872	27,940	19,901	25,688	17,834	20,000	2,166	12.15%	20,700	21,425	22,174	22,950
23 24	48 3020 · SCADA - WW Treatment Other	1,250	5,281	603	603	3,000	3,000	0	0.00%	3,105	3,214	3,326	3,443
24	Sewer Collection System	2,572 21,374	3,622 62,311	4,687 10,625	4,687 10,625	7,500 6,000	7,500 10,000	0 4,000	0.00% 66.67%	7,763 10,350	8,034 10,712	8,315	8,606
25	Total WW Treatment Maint. and Repair	-	99,156	35,816	41,603	34,334	40,500	6,166	17.96%	41,918	,	11,087 44,903	11,475 46,475
		36,068		-	-		-				43,385	-	
27	47 3010 · Electric - WW Treatment	17,107	15,362	10,609	14,145	17,036	17,000	(36)	-0.21%	17,595	18,211	18,848	19,508
28	Total 535.40 · Services - WW Treatment	115,097	233,550	76,380	93,473	77,668	86,660	8,992	11.58%	89,693	92,832	96,082	99,444
		612E 2E0	6227 675	607 247	¢101 422	\$00.6C9	\$99,660	8,992	0.02%	¢102 149	\$106 7F9	6110 40F	6114 262
29 T	otal WWT Operations Expenditures	\$125,350	\$237,675	\$82,342	\$101,422	\$90,668	999,00U	8,992	9.92%	Ş103,148	\$100,/58	\$110,495	γ114,30Z

Combined Water/Sewer, Administrative Operations Costs

]	History			Budg	get	Differ	ence	Projections				
		2022 Actual	2023 Actual	2024 Jan - Sept	2024 Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
		Actual	Actual	Jun - Sept	Trojecteu	2024	2025	9 change	70 change	2020	2027	2020	2025
	Combined W/S, Administrative Operations Expenditures												
2	538.30 · Supplies - Combined W/S												
3	Tools/Equip/Supplies	6,581	7,929	7,121	9,494	12,737	10,159	(2,579)	-20.25%	10,514	10,882	11,263	11,657
4	Office Supplies	4,566	1,781	1,616	2,154	4,000	4,000	0	0.00%	4,140	4,285	4,435	4,590
5	Total 538.30 · Supplies - Combined W/S	11,147	9,710	8,736	11,648	16,737	14,159	(2,579)	-15.41%	14,654	15,167	15,698	16,247
6	538.40 · Services - Combined W/S												
7	Bank Fees	0	75	113	150	150	150	0	0.00%	158	165	174	182
8	Attorney Fees	0	143	143	143	4,500	4,500	0	0.00%	2,500	2,500	2,500	2,500
9	Accounting Consulting	920	1,214	1,646	1,646	1,335	1,761	426	31.90%	1,823	1,886	1,952	2,021
10	Payroll Services	2,322	2,461	2,855	3,806	2,563	3,997	1,433	55.91%	4,136	4,281	4,431	4,586
11	Intergov (previously 538.50)												
12	B&O Tax - Fees/Penalties	134	92	73	98	73	103	30	40.47%	106	110	114	118
13	Other	0	23	0	0	210	210	0	0.00%	217	225	233	241
14	State Audit	3,553	10,248	0	0	750	10,248	9,498	1266.40%	6,250	0	6,500	0
15	County Election Costs	307	0	392	392	300	400	100	33.33%	414	428	443	459
16	Total Intergov	3,994	10,363	466	490	1,333	10,961	9,628	722.17%	11,344	11,741	12,152	12,578
17	Lockbox	916	737	291	863	901	901	0	0.00%	932	965	999	1,033
18	Online Payment System	3,067	3,665	3,635	4,847	3,644	5,090	1,445	39.66%	5,268	5,452	5,643	5,840
19	Cleaning Services	1,867	3,970	2,970	3,960	3,960	3,960	0	0.00%	3,960	3,960	3,960	3,960
20	IT/Software Applications	6,790	7,104	7,446	7,446	10,000	10,000	0	0.00%	10,500	11,025	11,576	12,155
21	Rent	11,000	12,000	10,000	12,000	12,300	12,300	0	0.00%	12,731	13,176	13,637	14,115
22	Merchant Service Fees	4,236	4,611	3,922	5,230	4,849	5,491	642	13.24%	5,601	5,713	5,827	5,944
23	Postage	3,325	3,661	2,743	3,657	3,528	3,840	312	8.85%	3,916	3,995	4,075	4,156
24	Telephone/Internet	8,832	9,971	7,809	10,412	10,611	10,932	321	3.03%	11,151	11,374	11,602	11,834
25	Legal Notices & Publications	0	3,865	47	47	3,000	3,000	0	0.00%	3,105	3,214	3,326	3,443
26	Liability Insurance	40,610	44,337	88	45,321	42,455	45,323	2,868	6.76%	47,589	49,969	52,467	55,090
27	Professional Dues	1,884	2,510	696	2,476	1,988	2,600	612	30.76%	2,691	2,785	2,882	2,983
28	Printing	10,953	2,279	1,532	2,042	2,305	2,145	(160)	-6.96%	2,252	2,364	2,483	2,607
29	Other Miscellaneous Services	9,134	10	2,362	2,362	2,000	2,000	0	0.00%	2,070	2,142	2,217	2,295
30	Travel/Mileage/Training and Education	12,851	5,521	11,483	15,311	15,000	15,000	0	0.00%	8,000	8,280	8,570	8,870
31	Total 538.40 · Services - Combined W/S	122,700	118,495	60,245	122,208	126,423	143,949	17,526	13.86%	139,726	144,988	150,473	156,191
		400.045	400.007	60 06 -	400.055		450.455			454.000	460.457	466.47	470.400
т	otal Combined W/S, Administrative Operations	133,848	128,206	68,981	133,856	143,160	158,107	14,948	10.44%	154,380	160,155	166,171	172,439

Staff Costs

		Hist	ory		Bud	get		Project	tions	
	2022	2023	2024	2024						
	Actual	Actual	Jan - Aug	Projected	2024	2025	2026	2027	2028	2029
1 Water Distribution Manager II - 0.5 FT	<u>re</u>									
2 Employee Wages	64,609	65,228	10,385	29,393	71,219	57,283	60,147	63,155	66,312	69,628
3 Benefits & Payroll Tax	22,113	20,551	2,561	3,841	22,831	22,023	23,125	24,281	25,495	26,770
4 Total WDM II Compensation	86,722	85,780	<i>12,946</i>	33,235	94,050	79,307	83,272	87,435	91,807	96,398
5 WW Treatment Plant Operator II - 1.0) FTE									
6 Employee Wages	0	0	41,996	62,994	63,648	73,195	76,855	80,698	84,733	88,969
7 Benefits & Payroll Tax	0	0	13,466	20,199	22,100	23,570	24,749	25,986	27,285	28,650
8 Total WWTPO II Compensation	0	0	55,462	83,193	85,748	96,765	101,603	106,684	112,018	117,619
8 General Manager - 1.0 FTE										
9 Employee Salary	86,353	99,330	64,280	96,420	103,105	96,420	101,241	106,303	111,618	117,199
10 Benefits & Payroll Tax	30,958	33,379	23,178	34,767	35,932	34,742	36,479	38,303	40,218	42,229
11 Total GM Compensation	117,310	132,709	87,458	131,187	139,037	131,162	137,720	144,606	151,836	159,428
12 Project/Account Manager - 1.0 FTE										
13 Employee Wages	86,303	78,673	55,585	83,377	83,427	84,864	89,107	93,563	98,241	103,153
14 Benefits & Payroll Tax	21,575	22,331	15,279	22,918	24,009	24,704	25,939	27,236	28,598	30,028
15 Total PM Compensation	107,878	101,005	70,863	106,295	107,436	109,568	115,047	120,799	126,839	133,181
16 Apprentice/Trainee										
17 Employee Salary	14,990	48,325	30,727	30,727	0	0	0	0	0	0
18 Benefits & Payroll Tax	6,123	17,943	11,552	11,552	0	0	0	0	0	0
19 Total A/T Compensation	21,113	66,268	42,279	42,279	0	0	0	0	0	o
20 Commissioners										
21 Commissioner 1										
22 Per Diem	3,840	3,904	3,539	5,308	3,931	5,573	5,573	5,573	5,573	5,573
23 Payroll Tax	284	304	287	430	301	426	426	426	426	426
24 Commissioner 2										
25 Per Diem	3,328	3,584	3,315	4,973	3,730	5,221	5,221	5,221	5,221	5,221
26 Payroll Tax	245	269	240	360	285	399	399	399	399	399
27 Commissioner 3										
28 Per Diem	5,568	5,248	3,782	5,672	5,141	5,956	5,956	5,956	5,956	5,956
29 Payroll Tax	421	397	295	442	393	456	456	456	456	456
30 Total Commissioner Compensation	13,686	13,705	11,456	17,184	13,781	18,032	18,032	18,032	18,032	18,032
Total Staff Costs	\$346,727	\$399,470	\$280,470	\$413,373	\$440,052	\$434,833	\$455,673	\$477,555	\$500,531	\$524,656

			На	rtstene F	Pointe W	ater-Sew	er District							
				Capit	al Impro	vement P	lan							
				His	tory		Buc	lgets			Proje	ections		
		Total Project Costs	2022 Actual	2023 Actual	2024 Jan - Aug	2024 Projected	2024 Budget	2025 Budget	2026	2027	2028	2029	2030	2031 - 2046
1	Water													
2	Update Water System Plan	80,000					-	-						
3	Test Pump Well #3						-	20,000						
4	Well 2 Rehabilitation	30,000					30,000	30,000						
5	Well 3 Connect	130,000					-	-	130,000					
6	Upgrade Water SCADA						50,000	15,000						
7	New Radio Read Water Meters	150,000	22,394				-	-						
8	Capacity Assessment	10,000					10,000	-						
9	Reservoir Cleaning	8,000					8,000	10,000						
10	Total Water Capital Improvements	450,763	22,394	0	0	0	98,000	75,000	130,000	0	0	0	0	(
11	Wastewater Treatment/Sewer													
12	Update Sewer System Plan (Moneys from 2021)	80,000	35,571				-	-						
13	WWT Pumps - Rehab and Replace	36,531	55,571	35,038	1,493	1,493	80,000	140,000						
14		,		7,766		,	-	-						
15	Wastewater Infrastructure Rehabilitation Project			1,333	761,543	1,319,967	1,321,300	14,000,000	15,000					
16	Influent Flow Meters	0			3,725	3,725	-	-						
17	I&I Lateral Replacements	600,000					20,000	20,000	20,000	20,000	20,000	20,000	20,000	320,000
18	SCADA Units for Lift Stations	20,000					-	17,500						
19	Slide Gate Actuators	30,000		37,756			-	-						
20	Total WWT/Sewer Capital Improvements	771,531	35,571	81,892	766,761	1,325,185	1,421,300	14,177,500	35,000	20,000	20,000	20,000	20,000	320,000
21	Combined W/S													
22				26,817			-	-						
23	Convert Patrol House to ADA	30,000						-						
24	Infrastructure Replacement	810,000						-						
25	Lease/Rent/Purchase New Work Truck	15,000	10,220				-	-						
26	Total Combined W/S Capital Improvements	50,000	10,220	26,817	0	0	0	0	0	0	0	0	0	(
27	Total Capital Improvements	\$1,272,294	\$68,185	\$108,709		\$1,325,185	\$1,519,300	\$14,252,500	\$165,000	\$20,000	\$20,000	\$20,000	\$20,000	\$320,000
						revious Year:	24,849	194,115						
				Froi		Repair Fund:		-						
			From I&I Fund:			50,000								
			From Asset Replacement Fund:		-									
			From Risk Management Fund:			-								
						isting Funds:		\$ 194,115						
			CIP E	xpenditures	Trom Curre	nt Revenues:	\$ 1,364,451	\$ 14,058,385						

Loan Payments

	Hist	ory		Bud	get		Projec	tions	
2022 2023 2024 Actual Actual Projected		2024 Actual	2024	2025	2026	2027	2028	2029	
34,964	35,492	36,028	36,028	36,028	36,572	37,125	37,686		
3,147	2,619	2,083	2,083	2,083	1,539	987	426		
38,111	38,111	38,111	38,111	38,111	38,111	38,111	38,111	0	0
29,345	30,156	30,991	30,991	30,991	31,849	32,731	33,637	34,568	35,525
9,985	9,174	8,339	8,339	8,339	7,481	6,599	5,693	4,762	3,805
39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330
		·							
65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671
14,776	13,791	12,806	12,806	12,806	11,821	10,836	9,851	8,866	7,880
80,447	79,462	78,477	78,477	78,477	77,492	76,507	75,522	74,537	73,551
					21,545	59,519	60,237	60,964	61,700
					11,957	11,593	11,055	10,509	9,958
					3,986	3,864	3,685	3,503	3,319
0	0	0	0	0	37,488	74,977	74,977	74,977	74,977
					0				
					0				
					0				
0	0	0	0	0	0	0	0	0	0
157,888	156,903	155,918	155,918	155,918	192,421	228,925	227,940	188,843	187,858
	Actual 34,964 3,147 38,111 29,345 9,985 39,330 65,671 14,776 80,447 0 0 0	2022 2023 Actual Actual 34,964 35,492 3,147 2,619 38,111 38,111 29,345 30,156 9,985 9,174 39,330 39,330 65,671 65,671 14,776 13,791 80,447 79,462 0 0 0 0	Actual Actual Projected 34,964 35,492 36,028 3,147 2,619 2,083 38,111 38,111 38,111 29,345 30,156 30,991 9,985 9,174 8,339 65,671 65,671 65,671 14,776 13,791 12,806 80,447 79,462 78,477 0 0 0 0 0 0	2022 Actual2023 Actual2024 Projected2024 Actual34,96435,49236,02836,0283,1472,6192,0832,08338,11138,11138,11138,11129,34530,15630,99130,9919,9859,1748,3398,33939,33039,33039,33039,33065,67165,67165,67165,67114,77613,79112,80612,80680,44779,46278,47778,4770000	2022 2023 2024 2024 2024 2024 34,964 35,492 36,028 36,028 36,028 36,028 3,147 2,619 2,083 2,083 2,083 2,083 38,111 38,111 38,111 38,111 38,111 38,111 38,111 29,345 30,156 30,991 30,991 30,991 30,991 9,985 9,174 8,339 8,339 8,339 39,330 39,330 39,330 39,330 39,330 39,330 39,330 39,330 65,671 65,671 65,671 65,671 65,671 65,671 14,776 13,791 12,806 12,806 12,806 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2022 2023 2024 2024 2024 2024 2024 2024 2025 34,964 35,492 36,028 36,039 36,039 36,039	2022 Actual 2023 Actual 2024 Projected 2024 Actual 2024 ZO25 2025 34,964 35,492 36,028 36,011 38,111 38,111 38,111 38,111 38,111 38,113 38,939 36,930 39,330 39,330 39,330 39,330 39,330 39,330 39,330 39,340 39,360 36,611 10,835 10,835 11,935 11,935 3,864 3,864 3,864 3,864	2022 2023 2024 2024 2024 2024 2025 2026 2027 34,964 35,492 36,028 36,028 36,028 36,028 36,572 37,125 37,686 3,147 2,619 2,083 2,083 2,083 1,539 987 426 38,111 38,11 38,11 38,11 38,131 38,339 3,339 3,333 <td>2022 Actual 2024 Actual 2024 Projected 2024 Actual 2024 Actual 2023 2026 2027 2028 34,964 35,492 36,028 36,028 36,028 36,572 37,125 37,686 </td>	2022 Actual 2024 Actual 2024 Projected 2024 Actual 2024 Actual 2023 2026 2027 2028 34,964 35,492 36,028 36,028 36,028 36,572 37,125 37,686

Net Effect of Transfers

	History			Budg	et	Difference		Projections				
	2022 Actual	2023 Actual	2024 Jan - Aug	2024 Projected	2024	2025	\$ Change	% Change	2026	2027	2028	2029
Net Effect of Transfers												
030 - Ecology Loan Reserve	512	1,983	1,494	2,241	0	0	0	#DIV/0!	0	0	0	0
050 - DWSRF Loan Reserve	122	1,074	58,411	5,435	0	0	0	#DIV/0!	0	0	0	0
070 - USDA Revenue Bond Reserve	4,444	2,721	1,559	1,725	2,435	2,557	122	5.00%	2,685	2,685	2,819	2,960
010 - Operating Fund (incl. revolving funds)	(74,599)	(2,832)	(117,737)	(95,778)	(68,943)	(63,494)	5,449	-7.90%	(57,464)	(57,464)	(57,598)	(57,739)
020 - Committed Funds							0	0.00%				
Asset Replacement Fund	9,000	0	0	18,000	9,000	9,000	0	0.00%	9,000	9,000	9,000	9,000
Capital Improvement Fund							0	0.00%				
Inflow & Infiltration	27,355	6,726	23,933	26,038	31,729	26,158	(5,571)	-17.56%	20,000	20,000	20,000	20,000
Reservoir Repair	13,326	(27,840)	13,326	13,326	13,326	13,326	0	0.00%	13,326	13,326	13,326	13,326
Other	0	0	0	0	0	0	0	0.00%	0	0	0	0
Risk Management Fund	19,840	18,168	19,013	29,013	12,453	12,453	0	0.00%	12,453	12,453	12,453	12,453
Total 020 - Committed Funds	69,522	(2,946)	56,273	86,377	66,508	60,938	(5,570)	-8.38%	54,779	54,779	54,779	54,779
065 - Capital Projects Account	0	0	0	0	0	0	0	#DIV/0!	0	0	0	0

Proposed Capital Facilities Charges

	Water	Sewer	Total
Debt Share	780	970	1,750.00
Future Improvements	2065	2620	4,685.00
Assets	1430	4305	5,735.00
Total	\$4,275.00	\$7,895.00	12,170.00
Connection Fees	\$250.00	\$250.00	\$500.00
Total CFC + Connection Fees	\$4,525.00	\$8,145.00	
Total Cost for New Connections			\$12,670.00

HARTSTENE POINTE WATER-SEWER DISTRICT MASON COUNTY, WASHINGTON

RESOLUTION 2024-06

A RESOLUTION OF THE HARTSTENE POINTE WATER-SEWER DISTRICT COMMISSIONERS ADOPTING A POLICY ON WORK IN THE HARTSTENE-POINTE MAINTENANCE ASSOCIATION COMMON AREAS AND/OR WITHIN EASEMENT AREAS

WHEREAS, Hartstene Pointe Water-Sewer District (the "District") is a special purpose district and municipal corporation organized under and governed by Title 57 RCW; and

WHEREAS, pursuant to RCW 57.08.005, the District is authorized to and 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

WHEREAS, pursuant to RCW 57.08.005, the District is authorized to and 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, regardless of other considerations, the District must meet its legal obligations to maintain its water and sewer services and shall endeavor to do so at the best service level possible for the benefit of its customers and the needs of the public and inhabitants of the District, to maintain the operational integrity of its systems, and to fulfill its functions to deliver necessary and legally mandated water and sewer services to the inhabitants of the District within its mandate and state law; and

WHEREAS, the Hartstene Pointe Maintenance Association (HPMA) is the real property owner of common area withing the Districts service area. HPMA has the legal responsibility to acquire, construct, improve, maintain, operate, administer, and to grant franchises and easements for, utility systems of every description in or for the benefit of said community; and

WHEREAS, HPMA right to exercise, through an architectural control committee or by other means, powers of supervision and control over the improvement, maintenance and use of land in said community by interpreting and enforcing the protective covenants and restrictions, including particularly building restrictions, to which the land in Hartstene Pointe may now or hereafter be subjected; and WHEREAS, the District Board of Commissioners desires to honor as much as possible the environmental values and philosophies of Hartstene Pointe while performing its legal obligations to its subscribers and the inhabitants of the District at Hartstene Pointe; and

WHEREAS, the District Board of Commissioners desires to continue a good working relationship with the public it serves, including HPMA; and

WHEREAS, it may be necessary from time to time for the District to perform necessary work in support of its water and sewer services, to immediately respond to events, including emergencies, and the District must have the ability to perform its work and fulfill its statutory obligations when the District determines, in its discretion, such work is necessary; now

THEREFORE, the Board of Commissioners of the Hartstene Pointe Water-Sewer District hereby resolves:

- 1. As a public entity, the District's priority shall be furnishing the District and the inhabitants thereof, with an ample supply of water and with an adequate system of sewers for all uses and purposes, both public and private, and to maintain the operational integrity, functionality, safety, and security of the same, as provided by law.
- 2. The District shall comply with permitting requirements of any federal, state, or local governmental agency with jurisdiction associated with any proposed work. The District acknowledges that permit applications will be submitted to HPMA, at no cost to the District, for any work done that adds a structure, changes the appearance of an existing structure, adds new landscaping or changes the appearance of existing landscaping, unless specifically defined in the HPMA Rules and Regulations as an exception.

No construction, landscaping work, tree cutting/trimming shall commence until the appropriate permit has been obtained from HPMA and prominently posted on job site.

- 3. The District's General Manager shall endeavor, when reasonably practicable, to provide the General Manager of HPMA fourteen (14) days advance notice when the District intends to perform work that may involve significant disturbance of the landscape or vegetation or when it proposes the addition or enlargement of permanent structures or facilities of the District within its easements in the common areas of HPMA. For the purposes of this Resolution "significant disturbance" is defined as clearing or materially removing vegetation or landscape that the General Manager determines may be noticeable to the residents of Hartstene Pointe, not including general maintenance or upkeep.
- 4. It may be necessary from time to time for the District to immediately respond to an event or proceed with work without notice to HPMA as proscribed in

Section 3 above, because of the emergency nature of the work event, in which case such notice may not be feasible. In such events, the District General Manager shall use reasonable best efforts to provide notice to HPMA in advance of, where not feasible, upon or following the commencement of such work.

- 5. For work that involves a significant disturbance, the District will use reasonable best efforts to mitigate such impacts upon completion of its work, where and when feasible. The extent of such impact and appropriate mitigation, if any, shall be determined by the District General Manager, in consultation with the HPMA General Manager, as appropriate.
- 6. The Hartstene Pointe Water-Sewer District will endeavor whenever possible to perform all work, including but not limited to construction, maintenance, and security of its facilities, within its general express or implied easement rights. Where the District determines that additional easement rights are necessary or required to deliver necessary water and sewer services and carry out its obligations, it may, from time to time, request other or additional easements or licenses from HPMA or private property owners, as may be reasonably necessary.
- 7. Nothing in this Resolution 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. The District does not intend by adoption of this Resolution to waive any rights or powers available to it under applicable law.

ADOPTED by the Board of Commissioners at its regular scheduled meeting on this $\frac{7^{\text{th}}}{1000}$ day of November, 2024.

Hartstene Pointe Water-Sewer District Mason County, Washington

Stacy Swart, President

Carl Anderson, Secretary

Stefan Birgh, Audit Commissioner



Hartstene Pointe Water-Sewer District 772 Chesapeake Drive Shelton, WA 98584 (360) 427-2413 • info@hpwsd.org

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING REGARDING SHARED USE OF EQUIPMENT

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) that provides water and sewer utility services within its approved service area; and

WHEREAS, the Hartstene Pointe Maintenance Association ("HPMA") is a Washington non-profit corporation and homeowners association, composed of the property owners of Hartstene Pointe and HPMA and its members are customers of and receive water and sewer utility services from the District; 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, the District and the HPMA have a shared interest in the provision of safe and reliable water and sewer services and desire to work with each other through the cooperative sharing of certain equipment and materials to the mutual benefit of the Parties; and

WHEREAS, the for example, District owns a mini-excavator and, for example, the HPMA owns a tractor, and each own certain other equipment, that from time-to-time, the sharing of which would be economical, increase efficiencies and response times, and be in the mutual best interests of the Parties and the customers of the District, and the District and the HPMA desire to enter into this MOU to provide the terms and conditions for such reciprocal sharing of such equipment.

NOW THEREFORE, in consideration of the mutual benefit and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and HPMA hereby resolve and agree as follows:

1. <u>Purpose</u>. The purpose of this MOU is to set forth the terms and conditions under which the District and HPMA may provide or use equipment, as requested by the other Party in a manner convenient to the Party providing the use of equipment.

2. <u>Shared Use of Equipment</u>. Upon reasonable request, each Party may loan certain equipment or machinery ("Shared Equipment") to the other Party for that Party's reasonable use, which shared use after the Effective Date, shall be deemed pursuant to the terms and conditions of this MOU. Nothing in this MOU obligates a Party to provide the shared use of any equipment, and each Party reserves the right, in its sole discretion, to allow for or not allow for the use of any equipment owned by that Party.

3. <u>Mutual Benefit; Costs</u>. The Parties intend to allow for the temporary limited duration use of Shared Equipment, for their mutual benefit. Any compensation or use fees will be addressed by the Parties on a case-by-case basis; provided that, upon request, the Party using any shared equipment shall be responsible for any and all fuel and other incidental costs, and shall be responsible to and shall indemnify the other Party for any damage to the Shared Equipment.

4. <u>Responsibilities; Compliance with Laws</u>. The Party using any Shared Equipment under this MOU shall be solely responsible for the work and direction of any work involving the Shared Equipment. The District and HPMA shall perform all activities involving the use of Shared Equipment exercising reasonable due care. In the use of any Shared Equipment, each Party shall comply with all applicable federal, state and local laws and regulations.

5. <u>Indemnification; Hold Harmless</u>. HPMA shall indemnify, defend, and hold the District harmless for and against claims and liabilities relating to bodily injury, death, or damage to real or personal property or the destruction or loss of use thereof, including reasonable attorney's fees and costs, caused by or arising out of the HPMA's use of the District's Shared Equipment. The District shall indemnify, defend, and hold HPMA harmless for and against claims and liabilities relating to bodily injury, death, or damage to real or personal property or the destruction or loss of use thereof, including reasonable attorney's fees and costs, caused by or arising out of the District's Shared Equipment.

Should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of HPMA and the District, each Party's respective liability hereunder shall be only to the extent of that Party's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District and HPMA's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive any expiration or termination of this MOU.

6. <u>Reservation of Rights</u>. 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 shall be interpreted to be, a delegation of any authority of the District.

7. <u>Effective Date; Termination</u>. This MOU shall be effective as of the date of mutual execution of the Parties (the "Effective Date"). This MOU shall commence on the Effective Date and renew annually on January 1 of each year, unless earlier terminated by ether Party. Either

Party may terminate this MOU through provision of written notice to the other Party, which termination shall be effective upon delivery of the notice of termination.

Relationship of Parties. Nothing in this MOU shall be deemed to create a 8. 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, to direct the employees, volunteers, or representatives of the other Party, or to bid for or undertake any contracts enforceable against the other Party.

9. No Assignment. Neither Party may assign its interest or rights under this MOU without the prior written consent of the other Party, which consent shall be exercised in their sole and exclusive discretion. This term shall survive the termination of this MOU and remain binding on the Parties.

Binding Agreement. This MOU is and shall be deemed contractual in nature, and 10. subject to the limitations set forth in Section 9, shall be binding on the Parties and their respective successors and assigns.

11. Severability. Any provision of this MOU that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision that appears to conflict therewith shall be deemed inoperative, null and void, insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

Authority. The Parties each represent and warrant that the person signing this 12. MOU has been duly and properly authorized and directed to sign this MOU on behalf of each respective Party.

HARTSTENE POINTE WATER-SEWER DISTRICT

	Ву
Date	Name
	Title
	HARTSTENE POINTE MAINTENANCE ASSOCIATION
Date	By

Title



Hartstene Pointe Water-Sewer District 772 Chesapeake Drive Shelton, WA 98584 (360) 427-2413 • info@hpwsd.org

Cross-Connection Control Program Conditions of Service & Water Use Questionnaire

PURPOSE: Prevention of Contamination

Water normally flows in one direction, from the public water system through the customer's cold or hot water plumbing to a sink tap or other plumbing fixture. The plumbing fixture is the end of the potable water system and the start of the waste disposal system. Under certain conditions water can flow in the reverse direction. This is known as backflow. Pollutants or contaminants can enter the public drinking water system through uncontrolled cross connections when backflow occurs. To prevent contamination of the public water system, the Hartstene Pointe Water-Sewer District operates a Cross Connection Control Program (CCC).

In general, the installation of plumbing in compliance with the plumbing code will provide adequate protection from contamination. However, the District requires, as a condition of service, an evaluation of your water use to help determine if there exists special plumbing that increases the risk of contamination above the normal level found in residential homes. If a risk is identified, you will be required to install a backflow prevention assembly.

To help determine if a backflow prevention assembly is required, you are required to complete the attached questionnaire which will help the District assess the risk of contamination to the public water system. Based on the results of the evaluation, the installation of backflow prevention assemblies may be required.

Conditions of Service

To remain in compliance with the District's Cross Connection Control Program all customers must adhere to the following, as a condition of receiving service. Water service is provided based on the following terms and limitations:

- 1. The customer agrees to take all measures necessary to prevent the contamination of the plumbing system within his/her premises and the District's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any *backpressure* or *backsiphonage* condition, including the disruption of the water supply from the District's system that may occur during routine system maintenance or during emergency conditions, such as a water main break.
- 2. The customer agrees to install, operate, and maintain at all times his/her plumbing system in compliance with the current edition of the Uniform Plumbing Code as it pertains to the prevention of contamination and protection from thermal expansion, due to a closed system that could occur with the present or future installation of backflow preventers on the customer's service and/or at plumbing fixtures.

Hartstene Pointe Water-Sewer District Cross Connection Control Report Form & Conditions of Service 1 of 5

Comment [1]: This is where we need a defined policy. Under what specific conditions, that can reasonably be expected either in residences or HPMA owned facilities (eg pools) will we require a backflow prevention assembly? Even if not stated in this document, it should be clear within HPWSD staff and commissioners when this be required.

- 3. For cross-connection control or other public health-related surveys, the customer agrees to provide for the District's agents free access to all parts of the premises during reasonable working hours of the day for routine surveys and at all times during emergencies.
- 4. The customer agrees to install all backflow prevention assemblies requested by the District and to maintain those assemblies in good working order. The assemblies shall be of a type, size, and make approved by the Washington State Department of Health and acceptable to the District. The assemblies shall be installed in accordance with the recommendations given in the most recently published edition of the Cross Connection Control Manual, Accepted Procedures and Practice, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof. The assemblies shall be installed in accordance with District standards as stated in this program.
- 5. The customer agrees to:
 - a. Have all assemblies, such as *Reduced Pressure Backflow Assemblies* (RPBAs) and/or *Double Check Valve Assemblies* (DCVAs) that the District relies upon to protect the public water distribution system, tested upon installation, annually thereafter and/or more frequently if requested by the District, after repair, and after relocation;
 - Have all testing done by a District-approved and currently DOH-certified Backflow Assembly Tester (BAT);
 - c. Have the RPBA or DCVA tested in accordance with DOH-approved test procedures; and
 - d. Submit to the District the results of the test(s) on District-supplied test report forms within the time period specified by the District.
- The customer agrees to bear all costs for the aforementioned installation, testing, repair, maintenance and replacement of the RPBA, RPDA <u>(define)</u>, DCVA or DCDA <u>(define)</u> installed to protect the District's distribution system.
- 7. At the time of application for service <u>i</u> frequired by the District, the customer agrees to submit a Water Use Questionnaire. The Water Use Questionnaire shall assess the cross-connection hazards and list the backflow preventers provided within the premises. The results of the Questionnaire shall be submitted prior to the District turning on water service (how enforced?) to a new customer.
- 8. Within 30 days of any request by the District, a residential customer shall agree to complete and submit to the District a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system on the District's distribution system. Further, the residential customer agrees to provide within 30 days of a request by the District a cross-connection control survey of the premises by a Washington State Department of Health certified Cross Connection Specialist acceptable to the District.
- 9. The customer agrees to obtain the prior approval from the District for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the District for cross-connection control. (How enforced? via HPWSD addition to HPMA permit checklist? Will WSD periodically send out the questionnaire to all residences? Quarterly email blasts?)
- 10. The customer agrees to immediately notify the District and the local health jurisdiction of any backflow incident occurring within the customer's premises (i.e., entry of any contaminant/pollutant into the drinking water) and shall cooperate fully with the District to determine the reason for the backflow incident.

Hartstene Pointe Water-Sewer District Cross Connection Control Report Form & Conditions of Service 2 of 5

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Comment [2]: If we don't get this form back, then we can lock off the meter.

Comment [3]: That makes sense

Comment [4]: The District's policy (separate from this customer agreement & questionnaire) should state when the district will require submittal of a new questionnaire and reinspection. When a permit for remodel is requested from HPMA? Do we get notified of these?

Comment [5]: I think this needs to be better defined. What is a "change in water use"? This installation of irrigation systems? The addition of a water using appliance plumbed to the water system for continuous on-demand use?

Comment [6]: I think annual reminders would work, either in the original questionnaire or a simple form asking if there have been any changes.

Comment [7]: I think that's important. It also reinforces our intention of being apprised of any potential for backflow.

- 11. The customer acknowledges the right of the District to discontinue the water supply within 72 hours of giving notice to the customer, or a lesser period of time if required to protect public health, if the customer fails to cooperate with the District in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by the District, or in the District's effort to contain a contaminant or pollutant that is detected in the customer's system. Without limiting the generality of the foregoing, in lieu of discontinuing water service, the District may install an RPBA on the service pipe to provide premises isolation, and recover all costs for the installation and subsequent maintenance and repair of the assembly, appurtenances, and enclosure from the customer as fees and charges for water. The failure of the customer to pay these fees and charges may result in termination of water service in accordance with the District's water billing policies.
- 12. Where the District imposes mandatory premises isolation in compliance with Washington State Department of Health regulations, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of the District's water meter, the customer acknowledges his/her obligation to comply with the other crossconnection control regulations having jurisdiction (i.e., Uniform Plumbing Code). Although the District's requirements for installation, testing, and repair of backflow assemblies may be limited to the RPBAs used for premises isolation, the customer agrees to the other terms herein as a condition of allowing a direct connection to the District's service pipe.
- 13. The customer agrees to indemnify and hold harmless the District for all contamination of the customer's plumbing system or the District's distribution system that results from an unprotected or inadequately protected cross connection within the customer's premises. This indemnification shall pertain to all backflow conditions that may arise from the District's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the customer to provide adequate facilities to collect, store, and pump water for his/her premises.
- 14. The customer agrees that, in the event legal action is required and commenced between the District and the customer to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all incurred costs and expenses including, but not limited to, reasonable attorney's fees as determined by the Court.
- 15. The customer acknowledges that the District's survey of a customer's premises is for the sole purpose of establishing the District's minimum requirements for the protection of the public water supply system, commensurate with the District's assessment of the degree of hazard. *It shall not be assumed by the customer or any requlatory agency that the District's survey requirements for the installation of backflow prevention assemblies, lack of prior requirements for the installation of backflow prevention assemblies, or other actions by the District's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross connections therein.*
- 16. The customer acknowledges the right of the District, in keeping with changes to Washington State regulations, industry standards, or the District's risk management policies, to impose retroactive requirements for additional cross-connection control measures.

Formatted: Font: Italic Formatted: Font: Italic Formatted: Font: Italic Formatted: Font: Italic The District will enforce all water, sewer and cross connection control program regulations. All property owners within the Hartstene Pointe Community are customers of the Hartstene Pointe Water-Sewer District and will abide by the governing documents, rules, regulations and resolutions of the District.

I agree to the Conditions of Service Outlined Above

Please answer the following questions and return the questionnaire to the Hartstene Pointe Water-Sewer District, 772 Chesapeake Dr. Shelton, WA 98584 no later than 30 days from the

YES	NO	ed QUESTION				
-		Do you have any of the following:				
		Swamp Cooler				
		Hot Tub				
		Swimming Pool				
		Jacuzzi				
		Underground Sprinkler System				
		Drip Irrigation System				
		Green House				
		Solar System				
		Utility Sink (with threaded faucet)				
		Fire Sprinkler System				
		Ghost Pipes				
		Waterbed				
		Ornamental Fountain				
		Bird Bath				
		Do you use:				
		Antifreeze Flush Kits				
		Insecticide/Fertilizer Sprayers				
		Dark Room Equipment				
		Do you or anyone in your home use a portable dialysis machine?				
		Do you have a bathtub that fills from the bottom; or does not have an				
		overflow drain and is not air gapped?				
		Do you have a water softener or any other type of treatment connected to the drinking water supply?				
		Do you have an auxiliary water supply on your premises?				
		Do you receive irrigation water from another source?				
		Does a creek, river, or spring run through your property?				

Hartstene Pointe Water-Sewer District Cross Connection Control Report Form & Conditions of Service 4 of 5

YES	NO	QUESTION
		Is there 30 feet in elevation from your meter to the point of use?
		Do you have a backflow preventer on your property at this time?
		Do you have a booster pump?
		Do you have any situation that you are aware of that could create a cross-
		connection contamination?

Please notify the District immediately if any of the above condition(s) ever change on your property.

I agree to comply with the preceding Conditions of Service enumerated above,

Signature	Date
Print Name	
Property Address:	
Home Phone Number	_, Cell Phone Number
Email Address:	

Thank you for your cooperation.

Hartstene Pointe Water-Sewer District Cross Connection Control Report Form & Conditions of Service 5 of 5