

# BURLINGTON WATER DISTRICT

Manager: Hiland Water - P.O. Box 699 Newberg, OR 97132 Phone: 503-554-8333; 1-855-554-8333 (TF)  
Internet: BWD Website <https://burlingtonwater.specialdistrict.org/>

## Burlington Water District Board of Commissioners Meeting

Feb 19, 2025  
6:15 – 8:45 PM

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/788567181>

You can also dial in using your phone.

Access Code: 788-567-181

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

## Agenda

**Call Meeting to Order:**

**Announce Board members present to establish quorum for meeting:**

**Public Comment (limited to 10 min./issue):**

**Guests:**

**Ed Hodges, engineer of record for BWD.**

**Project Update:**

1. Update on Master Plan Project; set work session #2 date time and place (suggested March 13 or 14 at 4pm, Susie's marina meeting room)

**Water Operator's Report from NW Natural Water Services representative:**

- a. Locates:
- b. Compliance Testing:
- c. Leak detection/repair:
- d. Chlorine residual monitoring:
- e. Customer issues:
- f. Billing adjustments:

**Bookkeeper/Office Manager's Report:**

- a. Hiland Credit Memo and Accounts Receivable/Payable reports:

# BURLINGTON WATER DISTRICT

Manager: Hiland Water - P.O. Box 699 Newberg, OR 97132 Phone: 503-554-8333; 1-855-554-8333 (TF)  
Internet: BWD Website <https://burlingtonwater.specialdistrict.org/>

- b. Monthly budget statements:
- c. Monthly budget expenditure review:

## **Consent Agenda:**

- a. Board approval to pay bills as presented:
- b. Board approval of January 2025 Board Meeting minutes as submitted:

## **Administrative Reports:**

## **Old Business:**

- a. Board review and approval of new contract with NW Natural Water Services

## **New Business:**

- b. Potential future board members

## **Budget 2025-2026:**

- a. Review and approve 25-26 Budget Calendar
- c. Send final approved calendar to TSCC
- d. Read Rate Increase ordinance (first time).

## **Announcements:**

## **Adjourn:**

**Next meeting:** Wednesday, March 19, 2025 at 6:15pm  
Meeting must end by 7pm to allow time to log on to budget meeting.

**Location:** All meetings to be held by GoToMeeting videoconference.

**Budget Meeting #2** to follow board meeting at 7:15 pm.

Susan Hasty,  
Recording Secretary



# Hiland Water Operator's Report

January 2025

This report is furnished by Hiland Water and outlines the operations during January 2025.

- Locates
  - Hiland Water did not receive locate requests during January.
- Compliance/Testing
  - The Routine coliform sample taken in January showed a count of 1 for coliform. One of 3 repeats also showed a presence of coliform.
- Notes from Field
  - Staff pulled a meter report at 14426 NW Larson Rd.
- Notes from Office
  - Meter read dates: December 18<sup>th</sup> – January 22<sup>nd</sup>

**NW Natural Water Services, LLC**

PO Box 699  
Newberg, OR 97132 US  
+15035548333  
devin@hilandwater.com

## Credit Memo

**CREDIT TO**

Burlington Water District  
PO Box 1827  
Fairview, OR 97024

**CREDIT # 5447**  
**DATE 01/31/2025**

---

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/31/2025	<b>Receipts this month</b>	Receipts this month	1	27,801.17	27,801.17

---

TOTAL CREDIT **\$27,801.17**

NW Natural Water Services, LLC  
 PO Box 699  
 Newberg, OR 97132 US  
 +15035548333  
 devin@hilandwater.com

# Invoice



**BILL TO**

Burlington Water District  
 PO Box 1827  
 Fairview, OR 97024

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5575	01/31/2025	\$6,828.97	03/02/2025	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Operations Base Fee.	1	1,764.00	1,764.00
	Billing Base Fee.	1	1,136.00	1,136.00
	Service Fee - 20%	0.20	2,900.00	580.00
				Subtotal: 3,480.00
	T&M Charges (old rates)			
01/31/2025	Devin Geiger - Worked on new report template and time to go over corrections. (total time spent)	4.25	108.00	459.00
				Subtotal: 459.00
	T&M Charges (new rates)			
01/13/2025	Operator 1 - Pulled meter report for 14426 NW Larson Rd. Inspected service for leak.	1.25	71.00	88.75
01/13/2025	Mileage	20	0.70	14.00
01/14/2025	Operations Supervisor - Emergency, took repeat coliform samples and delivered to lab.	4	172.50	690.00
01/14/2025	Mileage	62	0.70	43.40
	Service Fee - 20%	0.20	836.15	167.23
				Subtotal: 1,003.38
	Reimbursable Expenses:			
01/31/2025	Dan Zimmerman - accounting fee			1,255.00
01/31/2025	Dan Zimmerman - postage			5.11
01/31/2025	Dan Zimmerman - GoTo Meeting Fee			14.00
01/31/2025	12/31/2024 Home Depot - black top patch			298.05
				Subtotal: 1,572.16
	Markup - 20%	0.20	1,572.16	314.43

BALANCE DUE

**\$6,828.97**

Pay invoice

**FISCAL YEAR July 1 to June 30**

In District

Report Month: Usage Month	2024						2025						TOTAL
	August july	Sept august	Oct. sept	Nov. october	Dec. nov	Jan. dec	Feb january	March feb.	April march	May april	June may	July june	
Water fr. City													
Water to Customers (gallons)							1135540						
Water Sold (gallons)							849572						
Water Loss (gallons)							285968						
Water Loss %							25.18%						
Total Mo. Revenue							\$ 23,598.16						
Total Arrears							\$ 9,179.72						
Difference	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,418.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**FISCAL YEAR July 1 to June 30**

Total System

Report Month: Usage Month	2024						2025						TOTAL
	August july	Sept august	Oct. sept	Nov. october	Dec. nov	Jan. dec	Feb january	March feb.	April march	May april	June may	July june	
Water fr. City													
Water to Customers (gallons)	1411476	1080112	928330	1045026	710648	624622	1135540						
Water Sold (gallons)	1230206	1010858	854805	1032819	698169	570161	790315						
Water Loss (gallons)	181270	69254	73525	12207	12479	54461	345225						
Water Loss %	12.84%	6.41%	7.92%	1.17%	1.76%	8.72%	30.40%						
Total Mo. Revenue	\$ 35,762.69	\$ 31,697.99	\$ 28,404.27	\$ 34,845.07	\$ 26,230.58	\$ 27,832.09	\$ 29,558.21						
Total Arrears	\$ 8,509.14	\$ 16,048.33	\$ 19,153.98	\$ 9,907.13	\$ 17,288.26	\$ 14,703.18	\$ 15,943.91						
Difference	\$ 27,253.55	\$ 15,649.66	\$ 9,250.29	\$ 24,937.94	\$ 8,942.32	\$ 13,128.91	\$ 13,614.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Hiland Water Corp.

**December SUMMARY REPORT for the Burlington Water District**

Note: Report includes Burlington In-District System, N.W. Newberry Road Out-of District System, N.W. Logie Trail Road Out-of-District System, N.W. Chestnut Lane System Out-of-District, Larson Marina Out-of-District

Meter Reading Date: December 18th - January 22nd

Water to Reservoir (from City)		Gallons
Water fr. Reservoir (to customers)	1135540	Gallons
Water Sold	789335	Gallons
Water Loss	346205	Gallons
Water Loss %	30.49%	
Total Revenue (total charged in January billing)	\$ 29,558.21	
Total Arrears	\$ 15,943.91	
Difference	\$ 13,614.30	

**Total Revenue Detail**

Base Fees (in district and out of district)	\$ 15,373.43	
Water Sales	\$ 12,630.30	
Late Fees	\$ 287.50	
Over payments/Not deposited payments	\$ (1,697.38)	
Total Receivables/Revenue	\$ 43,526.61	
Total Receipts on Account	\$ 27,801.17	Collected in January
Total Bank Deposit		

Average Usage for Active Meters	6,633	Gallons
Average Water Charge for Active Meters	\$ 106.14	

Usage Groups	# of Accounts	Gallons	% of Usage	Number of Accounts Paid in Full	Revenue Generated
Over 30,001	6	385392	48.82%	5	\$ 12,095.15
20,001 to 30,000	2	48248	6.11%	1	\$ 2,292.73
6,001 to 20,000	12	109210	13.84%	9	\$ 2,608.59
1 to 6,000	89	246497	31.23%	89	\$ 10,265.46
Zero usage	10	0	0.00%	7	\$ 741.80
<b>Total Meters</b>	<b>119</b>	<b>789347</b>	<b>100.00%</b>	<b>111</b>	<b>\$ 28,003.73</b>



**Date: January 31, 2025**

**Burlington In-District System Detailed Report (1 of 5)**

Hiland Water Corp.

Meter Reading Date: December 18th - January 22nd

Water Pumped	1,135,540	Gallons
Water Sold	848,592	Gallons
Water Loss	286,948	Gallons
Water Loss %	25.27%	
Total Revenue	\$ 23,598.16	
Total Arrears	\$ 9,179.72	
Difference	\$ 14,418.44	

**Revenue Detail**

Base Fees Marinas	\$ 6,880.15
Base Fees all Others (\$74.18 per home)	\$ 6,305.30
Water Sales Marinas	\$ 5,717.67
Water Sales all Others	\$ 4,695.04
Late Fees	\$ 273.81
Over Payments/Payments Not Deposited	\$ (1,378.47)
Total Receivables/Revenue	\$ 39,170.17
Total Monthly Bank Deposit	

Total Receipts on Account \$ 23,449.14

Average Usage for Active Meters 8,572 gallons  
Average Water Charge for Active Meters \$ 105.18

<b>Usage Groups Gallons per Month</b>	<b>No. of Accounts</b>	<b>Gallons</b>	<b>% of Usage</b>	<b>Number of Accounts Paid in Full</b>	<b>Revenue Generated</b>
Over 30,001	9	579377	68.27%	5	\$ 12,095.15
20,001 to 30,000	1	25059	2.95%	0	\$ 1,665.31
6,001 to 20,000	7	61039	7.19%	4	\$ 1,385.36
1 to 6,000	71	183148	21.58%	65	\$ 7,710.54
Zero usage	11	0	0.00%	7	\$ 741.80
<b>Total Meters</b>	<b>99</b>	<b>848623</b>	<b>100.00%</b>	<b>81</b>	<b>\$ 23,598.16</b>

Date: January 31, 2025

Page 1 of 1

**NW Newberry Road Out of District System Detailed Report (2 of 5)**

Hiland Water Corp.

Meter Reading Date: December 18th - January 22nd

Water Pumped	65,470	Gallons
Water Sold	29,324	Gallons
Water Loss	36,146	Gallons
Water Loss %	55.21%	
Total Revenue	\$ 899.07	
Total Arrears	\$ -	
Difference	\$ 899.07	

**Revenue Detail**

Base Fees Marinas	\$ -
Base Fees all Others \$92.71	\$ 278.13
Water Sales Marinas	\$ -
Water Sales all Others	\$ 620.94
Late Fees	\$ -
Over Payments/Payments Not Deposited	\$ -
Total Receivables/Revenue	\$ 899.07
Total Monthly Bank Deposit	

Total Receipts on Account \$ 766.88

Average Usage for Active Meters	9,775	Gallons
Average Water Charge for Active Meters	\$ 206.98	

Usage Groups	Gallons per Month	No. of Accounts	Gallons	% of Usage	Number of Accounts Paid in Full	Revenue Generated
Over 30,001		0	0	0.00%	0	\$ -
20,001 to 30,000		1	23189	79.08%	1	\$ 627.42
6,001 to 20,000		0	0	0.00%	0	\$ -
1 to 6,000		2	6133	20.92%	2	\$ 271.65
Zero usage		0	0	0.00%	0	\$ -
<b>Total Meters</b>		<b>3</b>	<b>29322</b>	<b>100.00%</b>	<b>3</b>	<b>\$ 899.07</b>

Date: January 31, 2025

Page 1 of 1

NW Logie Trail Road Out of District System Detailed Report (3 or 5)

Hiland Water Corp.

Meter Reading Date: December 18th - January 22nd

Water Pumped	52,962	Gallons
Water Sold	32,318	Gallons
Water Loss	20,644	Gallons
Water Loss %	38.98%	
Total Revenue	\$ 1,210.25	
Total Arrears	\$ 134.78	
Difference	\$ 1,075.47	

Revenue Detail

Base Fees Marinas	\$ -
Base Fees all Others \$92.71	\$ 741.68
Water Sales Marinas	\$ -
Water Sales all Others	\$ 468.57
Late Fees	\$ 3.10
Over Payments/Payments Not Deposited	\$ (143.19)
Total Receivables/Revenue	\$ 1,204.94
Total Monthly Bank Deposit	

Total Receipts on Account \$ 947.67

Average Usage for Active Meters	4,040	Gallons
Average Water Charge for Active Meters	\$ 58.57	

Usage Groups	Gallons per Month	No. of Accounts	Gallons	% of Usage	Number of Accounts Paid in Full	Revenue Generated
Over 30,001		0	0	0.00%	0	\$ -
20,001 to 30,000		0	0	0.00%	0	\$ -
6,001 to 20,000		1	6956	21.53%	1	\$ 198.29
1 to 6,000		7	25354	78.47%	6	\$ 1,011.96
Zero usage		0	0	0.00%	0	\$ -
Total Meters		8	32310	100.00%	7	\$ 1,210.25

Date: January 31, 2025

Page 1 of 1

NW Chestnut Lane System Detailed Report (4 or 5)

Hiland Water Corp.

Meter Reading Date: December 18th - January 22nd

Water Pumped	75,553	Gallons
Water Sold	73,086	Gallons
Water Loss	2,467	Gallons
Water Loss %	3.27%	
Total Revenue	\$ 2,296.25	
Total Arrears	\$ 121.31	
Difference	\$ 2,174.94	

Revenue Detail

Base Fees Marinas	\$ -
Base Fees all Others \$92.71	\$ 1,168.17
Water Sales Marinas	\$ -
Water Sales all Others	\$ 1,128.08
Late Fees	\$ 10.59
Over Payments/Payments Not Deposited	\$ (175.72)
Total Receivables/Revenue	\$ 2,252.43
Total Monthly Bank Deposit	
Total Receipts on Account	\$ 2,637.48

Average Usage for Active Meters	5,622	Gallons
Average Water Charge for Active Meters	\$ 86.78	

Usage Groups Gallons per Month	No. of Accounts	Gallons	% of Usage	Number of Accounts Paid in Full	Revenue Generated
Over 30,001	0	0	0.00%	0	\$ -
20,001 to 30,000	0	0	0.00%	0	\$ -
6,001 to 20,000	4	41215	56.40%	4	\$ 1,024.94
1 to 6,000	9	31862	43.60%	9	\$ 1,271.31
Zero usage	0	0	0.00%	0	\$ -
<hr/>					
Total Meters	13	73077	100.00%	13	\$ 2,296.25

Date: January 31, 2025

Page 1 of 1

Larson Marina Out of District System Detailed Report (5 or 5)

Hiland Water Corp.

Meter Reading Date: December 18th - January 22nd

Water Pumped		Gallons
Water Sold	135,695	Gallons
Water Loss		Gallons
Water Loss %		
Total Revenue	\$ 4,755.09	
Total Arrears	\$ 7,616.63	
Difference	\$ (2,861.54)	

Revenue Detail

Base Fees Marinas	\$ 1,780.32
Base Fees all Others	\$ -
Water Sales Marinas	\$ 2,974.77
Water Sales all Others	\$ -
Late Fees	\$ 80.00
Over Payments/Payments Not Deposited	\$ -
Total Receivables/Revenue	\$ 12,451.72
Total Monthly Bank Deposit	

Total Receipts on Account \$ 6,000.03

Average Usage for Active Meters	67,848	Gallons
Average Water Charge for Active Meters	\$ 1,487.39	

Usage Groups	Gallons per Month	No. of Accounts	Gallons	% of Usage	Number of Accounts Paid in Full	Revenue Generated
Over 30,001		1	110636	81.53%	0	\$ 3,089.78
20,001 to 30,000		1	25059	18.47%	0	\$ 1,665.31
6,001 to 20,000		0	0	0.00%	0	\$ -
1 to 6,000		0	0	0.00%	0	\$ -
Zero usage		0	0	0.00%	0	\$ -
<b>Total Meters</b>		<b>2</b>	<b>135695</b>	<b>100.00%</b>	<b>0</b>	<b>\$ 4,755.09</b>

**Burlington Water District**  
**Balance Sheet**  
As of January 31, 2025

	<u>Jan 31, 25</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10.01 · Bank of the West-General acct.	86,348.45
1004 · OR STATE TREATX POOL-FIRE 4563	264,242.94
1006 · STATE POOL -GEN Savings 3564	432,006.08
1010 · PETTY CASH	30.00
<b>Total Checking/Savings</b>	<u>782,627.47</u>
<b>Total Current Assets</b>	<u>782,627.47</u>
<b>TOTAL ASSETS</b>	<b><u>782,627.47</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	-30.00
<b>Equity</b>	
3000 · Opening Bal Equity	-656,421.00
3900 · Retained Earnings	1,177,774.28
Net Income	261,304.19
<b>Total Equity</b>	<u>782,657.47</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>782,627.47</u></b>

**Burlington Water District**  
**Profit & Loss Budget vs. Actual**  
**January 2025**

	Jan 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · INCOME</b>				
4014 · Loan Proceeds	0.00	0.00	0.00	0.0%
4013 · Grant Proceeds	0.00	0.00	0.00	0.0%
4002 · WATER SALES	27,801.17	25,000.00	2,801.17	111.2%
4004 · CURRENT LEVIED TAXES	2,390.90	2,000.00	390.90	119.5%
4011 · INTEREST INCOME	2,783.36	666.67	2,116.69	417.5%
<b>Total 4000 · INCOME</b>	<u>32,975.43</u>	<u>27,666.67</u>	<u>5,308.76</u>	<u>119.2%</u>
<b>Total Income</b>	32,975.43	27,666.67	5,308.76	119.2%
<b>Expense</b>				
<b>5100 · GENERAL OPERATING EXPENSES</b>				
5153 · FIRE PROTECTION FEE	0.00	0.00	0.00	0.0%
5152 · CONSULTANTS	0.00	416.67	-416.67	0.0%
5151 · PROCESSING FEES	0.00	125.00	-125.00	0.0%
5150 · ACCOUNTING	1,255.00	2,000.00	-745.00	62.8%
5147 · OPERATIONS MANAGEMENT FEE	4,253.43	3,833.33	420.10	111.0%
5109 · GENERAL OPERATING EXPENSES	0.00	83.33	-83.33	0.0%
5103 · BANK FEES	19.32	20.00	-0.68	96.6%
5111 · ELECTRIC	126.51	225.00	-98.49	56.2%
5117 · ELECTIONS	0.00	0.00	0.00	0.0%
5119 · INSURANCE	0.00	10,500.00	-10,500.00	0.0%
5123 · LEGAL	1,061.00	1,250.00	-189.00	84.9%
5127 · OFFICE EXPENSE & POSTAGE	19.11	175.00	-155.89	10.9%
5141 · MAINTENANCE	1,301.43	3,333.33	-2,031.90	39.0%
5142 · WATER PURCHASES	3,329.48	4,000.00	-670.52	83.2%
5145 · ENGINEER	6,000.00	1,700.00	4,300.00	352.9%
<b>Total 5100 · GENERAL OPERATING EXPENS...</b>	<u>17,365.28</u>	<u>27,661.66</u>	<u>-10,296.38</u>	<u>62.8%</u>
<b>Total Expense</b>	17,365.28	27,661.66	-10,296.38	62.8%
<b>Net Ordinary Income</b>	15,610.15	5.01	15,605.14	311,579.8%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
5149 · OPERATING CONTINGENCY	0.00	29,648.67	-29,648.67	0.0%
<b>5200 · CAPITAL OUTLAY</b>				
5200.1 · CAPITAL OUTLAY	0.00	4,166.67	-4,166.67	0.0%
<b>Total 5200 · CAPITAL OUTLAY</b>	<u>0.00</u>	<u>4,166.67</u>	<u>-4,166.67</u>	<u>0.0%</u>
<b>Total Other Expense</b>	0.00	33,815.34	-33,815.34	0.0%
<b>Net Other Income</b>	0.00	-33,815.34	33,815.34	0.0%
<b>Net Income</b>	<u><b>15,610.15</b></u>	<u><b>-33,810.33</b></u>	<u><b>49,420.48</b></u>	<u><b>-46.2%</b></u>

**Burlington Water District**  
**Profit & Loss Budget vs. Actual**  
**July 2024 through January 2025**

	Jul '24 - Jan 25	Budget	\$ Over Budget	% of B...
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · INCOME</b>				
4014 · Loan Proceeds	46,974.00	0.00	46,974.00	100.0%
4013 · Grant Proceeds	5,639.00	0.00	5,639.00	100.0%
4001 · Beginning Cash General Fund	0.00	435,000.00	-435,000.00	0.0%
4002 · WATER SALES	202,221.43	175,000.00	27,221.43	115.6%
4004 · CURRENT LEVIED TAXES	164,545.79	164,000.00	545.79	100.3%
4005 · NEW WATER SERVICE/OTHER	7,200.55			
4011 · INTEREST INCOME	16,786.50	4,666.69	12,119.81	359.7%
<b>Total 4000 · INCOME</b>	<u>443,367.27</u>	<u>778,666.69</u>	<u>-335,299.42</u>	<u>56.9%</u>
<b>Total Income</b>	443,367.27	778,666.69	-335,299.42	56.9%
<b>Expense</b>				
<b>5100 · GENERAL OPERATING EXPENSES</b>				
5153 · FIRE PROTECTION FEE	0.00	88,195.50	-88,195.50	0.0%
5152 · CONSULTANTS	0.00	2,916.65	-2,916.65	0.0%
5151 · PROCESSING FEES	0.00	875.00	-875.00	0.0%
5150 · ACCOUNTING	7,195.00	14,000.00	-6,805.00	51.4%
5147 · OPERATIONS MANAGEMENT FEE	22,616.19	26,833.35	-4,217.16	84.3%
5109 · GENERAL OPERATING EXPENSES	0.00	583.35	-583.35	0.0%
5102 · ADVERTISING/COLLECTIONS	0.00	500.00	-500.00	0.0%
5103 · BANK FEES	58.69	115.00	-56.31	51.0%
5111 · ELECTRIC	1,057.82	1,575.00	-517.18	67.2%
5117 · ELECTIONS	0.00	200.00	-200.00	0.0%
5119 · INSURANCE	0.00	10,500.00	-10,500.00	0.0%
5123 · LEGAL	3,402.91	8,750.00	-5,347.09	38.9%
5127 · OFFICE EXPENSE & POSTAGE	2,278.55	2,450.00	-171.45	93.0%
5141 · MAINTENANCE	22,230.32	23,333.35	-1,103.03	95.3%
5142 · WATER PURCHASES	20,436.43	28,000.00	-7,563.57	73.0%
5143 · LEASE FEES	1,956.98	2,100.00	-143.02	93.2%
5145 · ENGINEER	13,930.00	32,000.00	-18,070.00	43.5%
<b>Total 5100 · GENERAL OPERATING EXPENSES</b>	<u>95,162.89</u>	<u>242,927.20</u>	<u>-147,764.31</u>	<u>39.2%</u>
<b>Total Expense</b>	95,162.89	242,927.20	-147,764.31	39.2%
<b>Net Ordinary Income</b>	348,204.38	535,739.49	-187,535.11	65.0%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
5149 · OPERATING CONTINGENCY	0.00	207,540.65	-207,540.65	0.0%
<b>5200 · CAPITAL OUTLAY</b>				
5200.1 · CAPITAL OUTLAY	3,138.75	29,166.65	-26,027.90	10.8%
<b>Total 5200 · CAPITAL OUTLAY</b>	<u>3,138.75</u>	<u>29,166.65</u>	<u>-26,027.90</u>	<u>10.8%</u>
<b>5300 · DEBT SERVICE</b>				
5300.3 · New Loan Debt Service	14,839.90	45,000.00	-30,160.10	33.0%
5300.1 · Repayment of IFA Loan Debt	31,773.72	31,775.00	-1.28	100.0%
5300.2 · REPAY OF OREGON LOAN DEBT	37,147.82	37,150.00	-2.18	100.0%
<b>Total 5300 · DEBT SERVICE</b>	<u>83,761.44</u>	<u>113,925.00</u>	<u>-30,163.56</u>	<u>73.5%</u>
<b>Total Other Expense</b>	86,900.19	350,632.30	-263,732.11	24.8%
<b>Net Other Income</b>	-86,900.19	-350,632.30	263,732.11	24.8%
<b>Net Income</b>	<u><u>261,304.19</u></u>	<u><u>185,107.19</u></u>	<u><u>76,197.00</u></u>	<u><u>141.2%</u></u>



**Burlington Water District**  
**Profit & Loss Budget vs. Actual**  
**July 2024 through June 2025**

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of B...
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · INCOME</b>				
4014 · Loan Proceeds	46,974.00	0.00	46,974.00	100.0%
4013 · Grant Proceeds	5,639.00	0.00	5,639.00	100.0%
4001 · Beginning Cash General Fund	0.00	435,000.00	-435,000.00	0.0%
4002 · WATER SALES	202,221.43	320,000.00	-117,778.57	63.2%
4004 · CURRENT LEVIED TAXES	164,545.79	173,000.00	-8,454.21	95.1%
4005 · NEW WATER SERVICE/OTHER	7,200.55			
4011 · INTEREST INCOME	16,786.50	8,000.00	8,786.50	209.8%
<b>Total 4000 · INCOME</b>	<u>443,367.27</u>	<u>936,000.00</u>	<u>-492,632.73</u>	<u>47.4%</u>
<b>Total Income</b>	443,367.27	936,000.00	-492,632.73	47.4%
<b>Expense</b>				
<b>5100 · GENERAL OPERATING EXPENSES</b>				
5153 · FIRE PROTECTION FEE	0.00	176,391.00	-176,391.00	0.0%
5152 · CONSULTANTS	0.00	5,000.00	-5,000.00	0.0%
5151 · PROCESSING FEES	0.00	1,500.00	-1,500.00	0.0%
5150 · ACCOUNTING	7,195.00	24,000.00	-16,805.00	30.0%
5147 · OPERATIONS MANAGEMENT FEE	22,616.19	46,000.00	-23,383.81	49.2%
5109 · GENERAL OPERATING EXPENSES	0.00	1,000.00	-1,000.00	0.0%
5102 · ADVERTISING/COLLECTIONS	0.00	500.00	-500.00	0.0%
5103 · BANK FEES	58.69	200.00	-141.31	29.3%
5111 · ELECTRIC	1,228.98	2,700.00	-1,471.02	45.5%
5117 · ELECTIONS	0.00	400.00	-400.00	0.0%
5119 · INSURANCE	9,402.00	10,500.00	-1,098.00	89.5%
5123 · LEGAL	3,875.91	15,000.00	-11,124.09	25.8%
5127 · OFFICE EXPENSE & POSTAGE	2,278.55	3,500.00	-1,221.45	65.1%
5141 · MAINTENANCE	22,535.32	40,000.00	-17,464.68	56.3%
5142 · WATER PURCHASES	23,751.19	48,000.00	-24,248.81	49.5%
5143 · LEASE FEES	1,956.98	2,100.00	-143.02	93.2%
5145 · ENGINEER	13,930.00	39,500.00	-25,570.00	35.3%
<b>Total 5100 · GENERAL OPERATING EXPENSES</b>	<u>108,828.81</u>	<u>416,291.00</u>	<u>-307,462.19</u>	<u>26.1%</u>
<b>Total Expense</b>	108,828.81	416,291.00	-307,462.19	26.1%
<b>Net Ordinary Income</b>	334,538.46	519,709.00	-185,170.54	64.4%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
5149 · OPERATING CONTINGENCY	0.00	355,784.00	-355,784.00	0.0%
<b>5200 · CAPITAL OUTLAY</b>				
5200.1 · CAPITAL OUTLAY	3,138.75	50,000.00	-46,861.25	6.3%
<b>Total 5200 · CAPITAL OUTLAY</b>	<u>3,138.75</u>	<u>50,000.00</u>	<u>-46,861.25</u>	<u>6.3%</u>
<b>5300 · DEBT SERVICE</b>				
5300.3 · New Loan Debt Service	14,839.90	45,000.00	-30,160.10	33.0%
5300.1 · Repayment of IFA Loan Debt	31,773.72	31,775.00	-1.28	100.0%
5300.2 · REPAY OF OREGON LOAN DEBT	37,147.82	37,150.00	-2.18	100.0%
<b>Total 5300 · DEBT SERVICE</b>	<u>83,761.44</u>	<u>113,925.00</u>	<u>-30,163.56</u>	<u>73.5%</u>
<b>Total Other Expense</b>	86,900.19	519,709.00	-432,808.81	16.7%
<b>Net Other Income</b>	-86,900.19	-519,709.00	432,808.81	16.7%
<b>Net Income</b>	<u><u>247,638.27</u></u>	<u><u>0.00</u></u>	<u><u>247,638.27</u></u>	<u><u>100.0%</u></u>

Burlington Water District

2/17/2025 8:57 PM

Register: 10.01 · Bank of the West-General acct.

From 02/01/2025 through 02/28/2025

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment</b>	<b>C</b>	<b>Deposit</b>	<b>Balance</b>
02/19/2025	AUTOP...	CITY OF PORTLAND	5100 · GENERAL OP...	January 2025 ...	3,314.76			83,033.69
02/19/2025	AUTOP...	PGE	5100 · GENERAL OP...	electricity	171.16			82,862.53
02/19/2025	3625	SDIS	5100 · GENERAL OP...	INV: 40P5428...	9,402.00			73,460.53
02/19/2025	3626	SCHROEDER LAW ...	5100 · GENERAL OP...	Invoice 78 AC...	473.00			72,987.53
02/19/2025	3627	ALEXIN ANALYTI...	5100 · GENERAL OP...	INV: 47102	305.00			72,682.53

# BURLINGTON WATER DISTRICT

Manager: Hiland Water - P.O. Box 699 Newberg, OR 97132 Phone: 503-554-8333; 1-855-554-8333 (TF)  
Internet: BWD Website <https://burlingtonwater.specialdistrict.org/>

**Burlington Water District Board of Commissioners Meeting  
Jan 15, 2025  
6:15 – 7:15 PM**

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/398610501>

**You can also dial in using your phone.**

**Access Code: 398-610-501**

**United States: [+1 \(571\) 317-3122](tel:+15713173122)**

**Get the app now and be ready when your first meeting starts:**

<https://meet.goto.com/install>

## **Minutes**

**Call Meeting to Order by Gail Curtis at 6:17pm.**

**Announce Board members present to establish quorum for meeting:**

**Present:** Gail Curtis, chair; Anne Squier, board member; Susie Hasty, board secretary; Dan Zimmerman, bookkeeper;

**Absent:** Kris Hines, board member; Tiff Wood, board member; Aaron Olson, NW Natural Water Services (Hiland Water) representative and Ed Hodges, engineer of record.

**Public Comment (limited to 10 min./issue): N/A**

**Guests:** Ricardo Lovett, community member interested in attending a BWD board meeting.

**Guest: Ed Hodges, absent. Report read by Gail.**

- a. February work session needs to be rescheduled once Ed recovers from his broken leg. Gail will contact Ed's assistant to create a calendar for continued progression of the Master Plan.

**Water Operator's Report from NW Natural Water Services (Hiland Water) representative, Aaron Olson:**

- a. **Locates:** NW Natural Water Services responded to 2 locate requests in December, water lines were marked as needed.
- b. **Compliance Testing:** No presence of coliform or E-Coli.
- c. **Notes from the field and office:** Backflow testing for the water system has been completed. The office is working with several accounts to bring payments up to date and/or shut off meters if appropriate (e.g. vacant lots).

# BURLINGTON WATER DISTRICT

Manager: Hiland Water - P.O. Box 699 Newberg, OR 97132 Phone: 503-554-8333; 1-855-554-8333 (TF)

Internet: BWD Website <https://burlingtonwater.specialdistrict.org/>

- d. **Leak detection/repair:** Water loss for entire Burlington Water District was 8.72%, in-district system was at 1.37%; Logie Trail 40.41%; Chestnut 3.64%; Newberry 54.63%. Entire system is losing approx. 1 gallon per minute.
- e. **Customer issues:** None
- f. **Water Operators report:** Gail and Anne are meeting with Devin Geiger, account manager at NW Natural Water Services, on January 23<sup>rd</sup> to continue editing Water Operators Report.

## Bookkeeper/Office Manager's Report:

- a. **NW Natural Water Systems (Hiland) Credit Memo and Accounts Receivable/Payable reports:** credit memo (revenues collected by the district) shows \$27,480.26 from NWNWS. Expenditures totaled \$4,664.32.
- b. **Monthly budget statements:** Balance sheet: \$767,017.32; December Profit and Loss shows water sales at 109.9% of projected budget. Taxes collected at 207.3% of projected annual budget. Total operating expenses at 10.8% of projected budget.
- c. **Monthly budget expenditure review:** As presented.

## Consent Agenda:

- a. **Board approval to pay bills as presented:**  
**ACTION:** Anne S. moved to pay bills as presented, Susie H. seconded, all in favor, motion passed unanimously.
- a. **Board approval of December 2024 Board Meeting minutes as submitted:**  
**ACTION:** Gail C. moved to approve minutes as presented; Anne S. seconded; motion passed unanimously.

## Administrative Reports:

### Old Business:

- a. **Home chlorine testing:** Discussion to be continued at a later meeting.
- b. **NW Natural Water Services Contract renewal update:** Contract from NW Natural Water services has been received. It will be sent to board members for review and put forward for approval at the February meeting.
- c. **Emergency management update:** Gail gave a brief review of the recent meeting that Anne and Gail had with the Scappoose fire chief, Pritcher. Chief Pritcher feels strongly that BWD is paying a higher rate than others for fire service given the allocated tax rate of our neighboring service districts. We will convey that to Portland Fire in the near future (see below).
- d. **The Metro Map is now complete.** Gail will send the map to all board members in the next few days. This will be used to negotiate a mutual service in that adjacent fire districts will serve neighbors if they are in a 5 mile radius. This practice is not in place at the current time but should be according to Chief Pritcher. We will use this map along with the information above re. the emergency management with Portland Fire to negotiate a lower rate.
- e. **The owner of Fred's marina, Peter Ettro, is concerned that the hydrant that is near the entrance to the marina is now very vulnerable to traffic (driveway construction is now**

# BURLINGTON WATER DISTRICT

Manager: Hiland Water - P.O. Box 699 Newberg, OR 97132 Phone: 503-554-8333; 1-855-554-8333 (TF)

Internet: BWD Website <https://burlingtonwater.specialdistrict.org/>

complete). Mr. Ettro is willing to pay for this and is having his engineer draw up possible protection plans to be built around hydrant. These plans will be presented to the BWD board prior to construction.

- f. Audit update: Dan sent out the letter of engagement from Pauly, Rogers, and Co. PC for the audit which needs to be signed and returned to start the process.

**ACTION:** Gail will sign and return to Dan by end of week.

## **New Business:** 2025 Budget Cycle begins; things to do:

- Retrieve a copy of the Tax Supervising and Conservation Commission (TSCC) preliminary Budget Checklist; DONE
- Appoint Budget Officer; Need to officially nominate Kris Hines (she agreed last meeting but an official nomination was not completed)
- Prepare Budget Calendar (submit *draft* budget calendar to TSCC in December or early January to avoid need for an extension/exception)
- Revise and finalize Budget Calendar based on feedback from TSCC prior to next Board meeting (February 19<sup>th</sup>);
- Approve revised Budget Calendar at Board meeting; February 19<sup>th</sup>
- Send *final* copy of Budget Calendar to TSCC; February 20<sup>th</sup>
- Prepare budget (Budget Officer, Bookkeeper);
- Send mailer to all customers inviting them to be on the Budget Committee and notifying them of budget meeting dates.
- Mail Notice of Budget Committee Meetings to all customers **AND** publish on BWD website **no fewer than 10 days before** the first Budget Committee meeting;

**Approved budget must be submitted to TSCC no later than May 15<sup>th</sup>.**

**Announcements:** Gail will be gone in February, Anne will chair the meeting.

**Adjourn:** Gail C. made a motion to adjourn the meeting at 7:09, Susie H. seconded, all in favor. Motion passed unanimously.

**Special Board Meeting:** Establish and approve the 25-26 Budget Calendar and appoint Budget Officer February 5<sup>th</sup> at 7:30.

**Next meeting:** Wednesday, February 19<sup>th</sup> at 6:15pm

**Location:** All meetings to be held by GoToMeeting videoconference.

**First Budget Meeting:** To follow board meeting on February 19<sup>th</sup> at 7:15pm.

Susan Hasty,  
Recording Secretary

# WATER SYSTEM MANAGEMENT AND SERVICES AGREEMENT

THIS WATER SYSTEM MANAGEMENT AND SERVICES AGREEMENT (this “Agreement”), effective January 1, 2025 (“Effective Date”), is between NW Natural Water Services, LLC (“NWNWS”) and **Burlington Water District** (“Owner”). NWNWS and Owner are each a “Party” and collectively the “Parties.”

## RECITALS

WHEREAS, Owner operates a water system in Oregon, and

WHEREAS, Owner wishes to contract with NWNWS to exclusively operate its water system, and NWNWS wishes to operate Owner’s water system, under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

## AGREEMENT

### **Section 1 Exclusive Right to Operate; Performance of Services; Owner Cooperation**

- (a) Owner grants NWNWS the exclusive right to operate Owner’s water system (“Water System”) described in the attached Exhibit A. During the term of this Agreement, Owner will not grant any rights to operate the Water System to any other party.
- (b) NWNWS will operate the Water System (the “Services”) in accordance with the terms of the attached Exhibit B.
- (c) NWNWS may with Owner’s consent (which will not be unreasonably withheld) hire engineers, contractors, and other third parties to assist NWNWS in the performance of the Services.
- (d) Owner will cooperate with NWNWS and take all actions that are reasonable or necessary for NWNWS to perform its obligations under this Agreement, including but not limited to providing all approvals and consents required by public agencies, applicable law, or Owner’s corporate requirements.

### **Section 2 Term**

The term of this Agreement will commence on the Effective Date and end on December 31, 2025 (“Initial Term”) unless extended in accordance with this Section 2. The Initial Term will automatically extend for successive periods of one year each (each, an “Extended Term”) to commence upon the expiration of the current term, unless either Party gives the other Party notice of termination of this Agreement no later than 60 days before expiration of the current term. No later than 90 days before expiration of a term, each Party will notify the other Party of any changes it wishes to propose to this Agreement for the succeeding term.

### **Section 3 Services Fee; Payment**

(a) For performance of the Services, Owner will pay NWNWS all fees and time and materials charges in accordance with the rates described in the attached Exhibit C (“Services Fee”).

(b) Owner will pay NWNWS on a monthly basis. Payments under this Agreement will be due 30 days after Owner’s receipt of an invoice from NWNWS.

### **Section 4 Records**

NWNWS will maintain reasonable records of Water System operations (the “Water System Records”). Upon written request by Burlington, NWNWS will provide the Water System Records available for review within 14 business days. The terms of this Section 4 do not apply to the internal composition of the Services Fee or any lump sum, fixed rate, or percentage markup.

### **Section 5 Indemnity**

(a) NWNWS will defend, indemnify, and hold harmless Owner and its officers, directors, employees, and affiliates, for, from and against any claims, liability, loss, damages, costs, and attorney fees (collectively, “Claims”) to the extent arising from the negligence or willful misconduct of NWNWS.

(b) Owner will defend, indemnify, and hold harmless NWNWS and its officers, directors, employees, and affiliates, for, from and against Claims to the extent arising from the negligence or intentional misconduct of Owner.

### **Section 6 Suspension; Termination; Close-Out**

(a) If Owner fails to perform any material obligation under this Agreement, including but not limited to the making of timely payments, NWNWS may, upon 7 days’ written notice, suspend the Services until Owner’s obligation has been fully performed. If the Services resume after such suspension, NWNWS’s compensation and the Services schedule will be revised to reflect the effects of the suspension. If Owner fails to perform within 15 days of when NWNWS’s notice is first given, NWNWS may terminate this Agreement without further notice.

(b) If NWNWS fails to perform any material obligation under this Agreement, Owner may within 7 days of discovering the failure, give written notice to NWNWS. NWNWS will then have either (1) 15 days to cure the failure or (2) if the failure cannot reasonably be cured within that time, to commence cure of the failure within 15 days of receipt of notice and proceed reasonably to cure the failure. Owner may terminate this Agreement without further notice if NWNWS fails to comply with either parts (1) or (2) of this Section 6(b), whichever is applicable.

(c) Either party may, at any time and without cause have the right, in its sole discretion, to terminate this Agreement, subject to 60 days written notice to the other party.

NWNWS shall be compensated for all services satisfactorily rendered and expenses incurred through the date of termination.

(d) Upon expiration of the Term or termination of this Agreement, the Parties will take reasonable steps to transfer operation of the Water System from NWNWS to Owner.

## **Section 8 Liability Limits**

(a) TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS, DAMAGE OR OTHER LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING BREACH, INDEMNITY OR WARRANTY), TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OPPORTUNITY OR GOODWILL, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SUCH DAMAGES, AND ANY GOVERNMENTAL FINES, PENALTIES OR SANCTIONS IMPOSED.

(b) TO THE FULLEST EXTENT ALLOWED BY LAW, OWNER AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK, NWNWS'S AGGREGATE JOINT, SEVERAL, AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE OR STRICT LIABILITY WILL BE LIMITED TO THE AMOUNT PAID OR PAYABLE TO NWNWS.

(c) Notwithstanding the terms of parts (a) and (b) of this Section 8, there will be no limitation on a Party's liability under this Agreement for damages caused by the Party's fraud or intentional misconduct.

## **Section 9 Miscellaneous Terms**

(a) **Assignment.** Neither Party will assign or transfer any of its interest in this Agreement, in whole or in part, without the prior written consent of the other Party.

(b) **Successors and Assigns.** The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) **Waiver.** No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by the Parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

(d) **Notices.** Any notice or other communication regarding this Agreement will be served by personal delivery or delivery by courier or messenger service that maintains records of its deliveries, to the following addresses:



To Owner:

Burlington Water District  
Attention: President of the Board  
PO Box 1827  
Fairview, OR 97024  
Email: gailcurtisbwd@gmail.com

To NWNWS:

NW Natural Water Services  
Attention: Silas Olson, Director  
PO Box 699  
Newberg, OR 97132  
Email: silas.olson@nwnatural.com

Each Party may change its address for notices upon notice to the other Party.

(e) **Applicable Law/Venue.** The laws of the State of Oregon will govern this Agreement. Any dispute related to this Agreement will be resolved in Portland, Oregon.

(f) **Force Majeure.** If the performance of this Agreement by a Party, or of any obligation under this Agreement, is prevented, restricted, or interfered with by reason of war, terrorism, revolution, civil commotion, acts of public enemies, blockade, embargo, national strikes, pandemics, or any other act whatsoever, whether similar or dissimilar to those referred to in this paragraph, that is beyond the reasonable control of the Party affected, then the Party so affected will, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, or interference, but the Party so affected will use commercially reasonable efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder whenever such causes are removed.

(g) **Severability.** If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and provided the terms and provisions thereof that are essential to the interests of the Parties remain substantially in effect, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

(h) **Survival of Terms.** Any provision of this Agreement that expressly or by its nature provides for rights, obligations, or remedies that extend after the Term, will survive and continue in full force and effect following the termination of this Agreement.

(i) **Entire Agreement.** This Agreement constitutes the entire, legally-binding contract between the Parties regarding the subject matter thereof. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein. No documents referenced, referred to, or incorporated into any exhibit to this Agreement is incorporated into this Agreement unless specifically referenced in this Agreement and included herein.

(j) **Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this on behalf of Owner and NWNWS, respectively.

**BURLINGTON WATER DISTRICT:**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NW NATURAL WATER SERVICES, LLC:**

Signature: Jeffrey Olson

By: Jeffrey Olson

Title: Business Manager

Date: October 2, 2024

**EXHIBIT A**  
**WATER SYSTEM**

Description of System

**General**

System ID # OR41 – 00644                      Classification: Community

- A. Source(s): SRC-AA – Portland Bureau of Water Works (PWS 41-00657)
- B. Pump Information:
- C. Storage tank(s) type/size: 250k gallon bolted steel reservoir
- D. Pressure tank(s): N/A
- E. Booster pump(s): N/A
- F. # of service connections: 114
- G. Other information:
- H. Treatment, if applicable:

Chlorination System: Yes, residual maintenance

Treatment System: N/A

## **EXHIBIT B**

### **DESCRIPTION OF SERVICES**

#### **1) OPERATION BASE FEE SERVICES**

##### **A. DIRECT RESPONSIBLE CHARGE**

NWNWS will provide a qualified individual (or individuals) to serve as the water system Direct Responsible Charge (DRC) for the Oregon Health Authority. The DRC must be certified to operate the water system, which is currently classified as a small water system.

##### **B. SITE VISIT**

1. Visit water system once (1) per month for visual inspection of distribution equipment, fill out and record mutually agreed volumetrics sheet, and report issues regarding compliance and/or operating procedures.
2. Complete meter reading monthly.
3. Conduct routine water quality sampling, monitoring and reporting as necessary to the Oregon Health Authority (“OHA”). Routine sampling includes the labor for coliform sampling and delivery to lab (lab costs not included). All non-routine sampling will be billed on a time and material basis.

All parts, supplies, and materials provided will constitute charges in accordance with Exhibit C.

##### **C. EMERGENCY SERVICES**

NWNWS on-call personnel will be available to respond to emergencies pertaining to the owner’s system. In the event NWNWS staff are called upon to address an emergency, time and materials will be charged in accordance with the emergency rate schedule provided in Exhibit C; but not less than two (2) hours per dispatch. For the purposes of this agreement, an emergency is defined when one or more of the following conditions are present:

1. An event that requires dispatch of NWNWS staff with less than forty-eight (48) hours’ notice, either at the request of the owner or to protect public health at NWNWS discretion.
2. A dispatch of NWNWS staff before 8:00 AM on the following business day, either at the request of the owner or to protect public health at NWNWS discretion.  
Notification from the owner regarding a need for services to be scheduled to take place during normal work hours with at least 48 hours’ notice will not constitute an emergency but is subject to NWNWS’s scheduling availability, as determined by NWNWS.

#### **2) BILLING BASE FEE SERVICES**

- A.** NWNWS will produce bills for each customer using El Dorado Utility Billing Systems or its equivalent, monthly twelve (12) times per year for metered and unmetered customers

inclusive of all necessary billing costs such as postage, cardstock and labor. Customers will be directed to remit payment to NWNWS, which will provide a full accounting of payments received to the Owner Treasurer and/or other designated members of the Board of Directors.

**BILLING AND COLLECTION POLICY**

- B.** NWNWS completes billing for all clients around the 25th of each month on pre-printed NWNWS billing cardstock. The due date will be between the 10th and 12th of the following month. Water rates will continue to be determined by the Owner.
- C.** Water users will have multiple payment options, including automatic recurring direct withdrawal (future), mailed payments, e-checks (future), and credit/debit cards (future), the latter two options can be completed through our website or over the phone each month. For those who choose credit/debit card payments, fees from a third-party processor will apply and will be paid directly by the customer to the credit card processor. All other payment options are free.
- D.** The timing of onsite collections due to non-payment will be handled as directed by the Owner Board of Directors. At such time as directed or as mutually agreed upon in a pre-determined schedule, NWNWS will mail out 7-day disconnect notices to delinquent accounts. These notices will indicate the earliest date that disconnection due to non-payment could occur. If payment is not received before the disconnection visit, a NWNWS staff person will go to the residence and attempt to collect payment in person. If successful, the customer will be assessed a \$45 fee, which will be retained by NWNWS. If unsuccessful, the staff person will disconnect water service until payment is received. Upon reconnection, an \$80 fee will be assessed to the customer and retained by NWNWS.
- E.** Checks remitted to NWNWS with non-sufficient funds will generate customer fees ranging from \$4-\$25 depending on number of occurrences by that customer and the discretion of NWNWS's Accounting Manager. NWNWS will retain these fees. Credit card fees, collection & disconnect fees, and non-sufficient funds fees are all avoidable pass-through fees that, if incurred by the water user, are kept by NWNWS and would have no net effect on the bottom line for Owner.
- F.** A pass-through fee of \$35.00 (activation fee) will be charged to new homeowners or renters upon setting up a new account for service.
- G.** After the close of each calendar month, NWNWS will provide revenue reports mutually agreed upon by both parties and payment for all revenues collected during the month less any charges owed to NWNWS Water.

**3) COMMUNICATION PROTOCOL**

NWNWS staff are available to receive and respond to Owner customer service calls and inquiries. NWNWS's office hours shall be maintained on a Monday through Friday basis from 9:00 am to 4:00 pm (subject to change without notice), excluding holidays. All after-hours communication via phone, both urgent and non-urgent, should be directed to the main office phone, which is answered by an answering service outside of business hours. All after-hours emergency services are handled by NWNWS on-call staff. NWNWS will provide a primary point of contact to act as liaison between the two companies. The point of contact will inform Owner, or a designated individual, of any

findings and/or concerns that need to be addressed after the scheduled site visit. This communication will be via email or telephone call, depending on the urgency of the concern, as determined by NWNWS. In addition, Owner should use this person as their primary contact to schedule requested time and materials (T&M) duties, meetings, or to answer questions.

**4) OTHER SERVICES – Subject to T&M rates in Exhibit C**

Services can include, but are not limited to:

- A.** Maintain the Operation and Maintenance (O&M) manual, Emergency Response Plan (ERP), and Coliform Sampling Plan.
- B.** Consult with the Board of Directors as required to discuss questions and system recommendations.
- C.** Attend the monthly board meeting and give operations report
- D.** Respond to field customer service requests.
- E.** Respond to after-hours calls.
- F.** Repair water service and mainline leaks.
- G.** Install new services.
- H.** Mark waterlines for locates and emergency locates (accuracy not guaranteed).
- I.** Conduct inspection of repairs, new connections and system improvements.
- J.** Well depthing, if requested and feasible.
  - \*If no well depthing tube is available, and damage to NWNWS equipment occurs as a result, owner is liable to reimburse NWNWS for repair to the equipment.
- K.** Follow-up on insurance claims resulting from damage to or by the water system.
- L.** Reservoir cleaning and inspections.
- M.** Assistance with sanitary surveys and in responding to the Health Authority or Department of Health report thereon.
- N.** Review of waterline requirements for any water service system improvement required for new development.
- O.** Administer and conduct a valve maintenance program, which includes main flushing.
- P.** Generate, print, and/or distribute Owner's Annual Water Quality Report (Consumer Confidence Report).
- Q.** Complete Annual Water Report for Owner.
- R.** Complete and submit the Cross Connection Annual Summary Report (ASR) to DWP.

**Exhibit C  
Compensation**

Category	Rates (\$/Month)
Operations Base Fee	\$1,764.00
Billing Base Fee	\$1,136.00
Bookkeeping Base Fee	
Service Fee (20%)	\$580.00

OPERATION AND MAINTENANCE SERVICES*		
Category	Title	Rate (\$/Hour)
Executive		
	Regional Director	\$325.00
Upper Management		
	Operations Director	\$205.00
	Accounting Manager	\$145.00
Mid-Level Management	Operations Manager	\$130.00
	Operations Supervisor	\$115.00
Supervisor		
	Area Supervisor	\$91.00
Operators		
	Operator IV	\$105.00
	Operator III	\$96.00
	Operator II	\$82.00
	Operator I	\$71.00
Office	Utility Worker	\$66.00
	Office Administration	\$61.00

CUSTOMER SERVICE*		
Category	Title	Rate (\$/Hour)
Upper Management		
	Accounting Manager	\$145.00
Mid-Level Management		
	Customer Service Manager	\$115.00
Office		
	Customer Service Specialist	\$80.00
	Office Administration	\$61.00

PROJECT DEVELOPMENT SERVICES*		
Category	Title	Rate (\$/Hour)
Executive		
	Development Director	\$325.00

<b>Upper Management</b>		
	Development Manager	\$205.00
	Accounting Manager	\$145.00
	Sr. Project Manager	\$140.00
<b>Mid-Level Management</b>		
	Construction Manager	\$125.00
	Project Manager	\$115.00
<b>Office</b>		
	Office Administration	\$61.00

<b>MANAGEMENT SERVICES*</b>		
<b>Category</b>	<b>Title</b>	<b>Rate (\$/Hour)</b>
<b>Executive</b>		
	Regional Director	\$325.00
<b>Upper Management</b>		
	Manager	\$205.00
	Accounting Manager	\$145.00
<b>Office</b>		
	Office Administration	\$61.00

<b>EQUIPMENT &amp; EXPENSES*</b>		
<b>Category</b>	<b>Title</b>	<b>Rate (\$/Hour) unless specified</b>
<b>Equipment</b>	35G Class Excavator	\$500.00/day
<b>Equipment</b>	Dump Trailer	\$20.00
<b>Equipment</b>	Dump Truck	\$70.00
<b>Equipment</b>	Vacuum Excavation	\$60.00
<b>Equipment</b>	Pressure Washer Trailer Setup	\$80.00/day
<b>Equipment</b>	5kW Generator/Light Tower	\$35.00
<b>Truck</b>	Service Truck	\$25.00
<b>Backflow</b>	Backflow Testing	\$40.00/test
<b>Expenses</b>	Direct Expenses	Cost
<b>Expenses</b>	Subcontractor	Cost
<b>Expenses</b>	Mileage	IRS Rate

\*A 20% service fee will be added for all base fee services, labor, and equipment and expenses incurred unless otherwise stated.

All rates are hourly unless otherwise indicated. All time associated with fulfilling service requests will be billable, including drive time and time spent offsite preparing or cleaning up. Emergency time, as outlined in Exhibit B, will be billed at one and a half (1.5) times the normal hourly rate. Except where Emergency Rates are applicable, the base fee will include each of the areas of services described under BASE FEE SERVICES of Exhibit B.