

Well Driller's Meeting Minutes
Date: Wednesday, November 12, 2014
Location: 286 Water Street, 3rd Floor

Attendees: Commission Members:
Dwight Doughty, Jr. Hydrogeologist, Maine DOT
Joe Gallant, Master Driller
Frank Hegarty, Master Pump Installer
Ike Goodwin, Master Driller
Daniel Locke, Hydrogeologist, Maine Geological Survey
David Braley, Sr. Geologist, MeCDC
Absent: Don Robbins, Certified Geologist, Public Member
Legal Counsel: Deanna White, Assistant AG – Office of the Attorney General
Guest: Danny Woodsome, Woodsome WDC, Mr. Nick Gray via conference call; James Bisson of Affordable WDC, and Heather Bisson.

Minutes prepared by: Doris Labranche, Commission Clerk

PROCEEDINGS:

Dwight Doughty - Meeting called to order at 9:03 a.m.

TOPIC: APPROVAL OF OCTOBER 2014 MINUTES

DISCUSSION: The October minutes were reviewed but not finalized. Due to the large amount of information contained in the minutes, the minutes will again be reviewed at the December meeting.

Motion: David Braley moved to table the minutes in order for them to be reviewed between now and the next meeting and provide comments to Doris.

Seconded by: Frank

Vote: Unanimous

Action: Members to review and provide Doris with comments.

TOPIC: NICK GRAY BUILDERS COMPLAINT – WOODSOME WDC

DISCUSSION: According to Danny Woodsome, he drilled the well initially to 120'. Mr. Woodsome did not provide a copy of the contract. Mr. Woodsome did receive \$2,500 as a down payment to start the job. There was no invoice because the job was never done. No well log. The well log is usually provided to the owner when he installs the pump. The well was drilled when the house was still in 'shell' form. The house was being built through the winter. The well was drilled during August of 2013. Mr. Gray hired Yankee to install the pump. Judd Goodwin drilled the well deeper to 400'.

Question: Who lined the well?

The total contract price was \$4,500. He collected \$2,500, which is more than 50% of the job.

Mr. Woodsome left the site with the impression he had obtained sufficient quantity.

Mr. Woodsome inquired on how he could avoid this in the future. Ike responded by informing him to have a contract, and to meet his obligations in a timely manner.

Where there is no contract, there are things in the rules that are recommendations like flow, etc. If there is no contract, the rules allow the Commission to use the recommendations as requirements. There was a verbal agreement to drill up to a 300' foot well for \$4,500; after that it is so much per foot. There was no requirement on yield; he left that up to me, on what was

sufficient to run the house. Because there was no contract, there is an obligation on the driller's part to make certain there is adequate supply.

Ethics: 300.1; all work shall be performed in accordance with State and Local regulations, and shall be performed with the customer's best interest as a primary goal. There was no signed written contract in this situation. There are requirements that the contract must address. There was a \$2,500 deposit on a \$4,500. According to State regulations, the limit is 1/3% of the job. A contract is needed at \$3,000 or more.

Ethics: 300.1; the terms of the verbal agreement was a drilled well up to 300', an adequate supply and for a pump system. According to Mr. Gray, Mr. Woodsome wanted an additional \$800.00 to dig the well deeper, when Mr. Woodsome knew that the well was currently at 120-150' (estimate). Mr. Woodsome's statement was a drilled well up to 300' for \$4,500.

Ethics: 300.1; No Maine Geological Survey log filed.

Ethics: 300.2; Professionalism; lack of response.

Question from Ike to Danny: Did you end up installing the water line / electric line from the well to the house? Danny: "Yes, I did, they had me do that." I installed the offset line – last fall. I didn't install the pump because they had no heat to the house. The well was drilled; I came back a month later and did that. At that time the well was stilled filled up with water, I had no reason to believe we would have a problem.

Ike referenced Mr. Gray's complaint relating to lack of response and yield, and the comment about making many phone calls to Woodsome and no response, and when Woodsome did respond back, Mr. Woodsome informed Mr. Gray that he would return for an additional fee of \$800.00.

Mr. Gray has indicated that he called many times and did not get a response.

Mr. Nick Gray was contacted via conference call:

\$3,300 was for the well; and \$1,200 was the pump & installation.

Motion: Ike moved to find a violation of 300.1 due to no written contract.

Seconded by: Frank

Vote: Unanimous

Motion: Ike moved to find a violation of 300.1 for taking a deposit in excess of 1/3rd of the total contract of the down payment, which is allowed by state statute.

Seconded by: Joe

Vote: All, except for Dwight, in favor.

Motion: Joe moved to find a violation of 407.1, recovery rates not met.

Seconded by: Frank

Vote: Unanimous

Mr. Nick Gray, via conference call:

Dwight, question to Mr. Gray, there is some suggestion that the well was sealed, 150' of gyro seal? It was sealed because there was so much sand.

That was after the well was advanced? Correct.

That was after the well was advanced because we were getting so much sand; the sand clogged up fixtures, toilets, even after running it for days and days.

Judd Goodwin recommended undoing whatever Woodsome did, and sealing it at 150'; for every 5 gals of water, we were getting a cup full of sand- very very fine sand. Goodwin believed that somewhere in the casing there was a bad joint and sand was coming in, or that there was not enough casing. That's why they had to gyro seal. Goodwin said that before they gyro sealed it, the only option to get more volume was fracking.

They fracked it before the well was sealed because you cannot do it after the fact. After it was put in at 150' the sand went away, no problems since.

The well was advanced.

Appreciable amounts of sand was noted after the pump was installed.

Everything was tripped out of the hole.

Hydro-fracked.

They set the pump to where Woodsome had drilled to about 150', but were getting no water at all.

After many calls to Woodsome, Woodsome offered to come back for \$800.00 more; he would drill deeper – right down to the pitless.

After many calls to Woodsome, made the determination that he was done with Woodsome.

Goodwin dug it out, pulled the pitless, they had a well-attach on, went down to the 350', re-set the well pump, and determined there was a lot of sand after we ran it and flushed it out for at least 2 days. We thought we'd have good water; we had sand in the fixtures. He came back, and said the only way to do it, was to gyro seal it, pulled the pump again, before we gyro sealed, that's when we fracked, we decided to frack, because we were only getting 4-5 gallons a minute, they hydrofracked, sealed it to eliminate the sand problem, and try to get more volume. At the end we were at 5.5 gallons per minute. They hydro-fracking did not improve much on the water volume. The recommendation was to frack at 5 gpm? Yes, to try to get more.

We were thinking about putting in an irrigation system at one point. (Unless we have tons of mini-zones.)

They fracked it, got a little bit of a bump in the yield, and then they put the liner in.

Goodwin thought it was a bad weld joint, or not a complete weld joint, where the bulk water was coming up, because then the sand would come into the well.

Once we sealed what he did (Mr. Woodsome) there was no sand.

Mr. Gray's biggest complaint on Woodsome is that "he drilled 150'; he could not get any information from Mr. Woodsome, and made many calls to Mr. Woodsome with no response. When the pump was set, he (Mr. Woodsome came out), Mr. Gray was 'pissed off' that he was getting .26 gpm, Mr. Woodsome showed up and informed Mr. Gray that he was getting 10 gpm, and Mr. Gray stated to Mr. Woodsome 'you're lying – there's no way you can go from 10 gpm to 0' and even going deeper, and after fracking, we were only getting 5 gpm. Mr. Woodsome completely lied to our face. That's why I filed the complaint."

Dwight, question to Mr. Woodsome: That was 1 pipe? One stick - right?

Mr. Woodsome: Yes, a whole piece. The only thing I can say is that I hit a water pocket, and the water pocket probably had sediment in it.

The casing was set deep into the bedrock. The bedrock starts at almost ground level there. It is at least 15 feet into bedrock.

Daniel to Mr. Woodsome: When you were pumping the well, you said you were eating lunch, was there any sediment coming out then? Mr. Woodsome, 'none'. I drank a glass of water actually. I usually do on most of my wells just to see what the quality is.

Unfortunately, this water pocket, as it yielded out, it probably pushed the sediment out. I'd like to know what I can do to protect myself in the future.

Ike informed Mr. Woodsome of the Maine Ground Water Associations' contract, put together a contract that does meet state statute, which is available as a sample to follow for contracts. The contract uses language recommended from the National Ground Water Association for water well drillers.

The discussion revolved around 407.1; recovery rate violation. Under the guidelines is 5 points.

Motion: Frank moved to assess 5 points for 407.1, quantity of water.

Seconded: Ike

Vote: Unanimous

The discussion revolved around 300.1; no written contract

Motion: Joe moved to assess 3 points for the violation.

Seconded: Ike

Vote: Unanimous

The discussion revolved around 300.1; too large of a deposit

Motion: Joe moved to assess 3 points for the violation

Seconded: Frank

Vote: Unanimous

Discussion revolved around 408 Well Information, 901.1 Compliance with other laws and rules, and reconsidering a violation under 300.1, failure to file an MGS log. Question, when is the MGS log required to be filed? It is when the well is complete. Danny thought the well was complete at that time. It wasn't until the following spring that he found out that it had to be drilled. Statute requires that the MGS log be filed within a certain timeframe.

Motion: Ike moved to reconsider a violation for failing to file a MGS log.

Seconded: Joe

Vote: Unanimous to reconsider.

Discussion: According to 408.1; required well information recording, the statute requires the driller to file a report with Maine Geological Survey. In addition, the discussion revolved around 901.1, Compliance with Other Laws and Rules.

Motion: Ike moved to find a violation of 901.1 for failure to file an MGS well log.

Seconded: Joe

Vote: Unanimous

Discussion relating to points (the points are only a guideline);

Motion: Frank moved to assess the violation found & assess '0' points.

Seconded: David

Vote: All in favor of the violation with the exception of Daniel Locke

Four (4) violations were assessed, total of 11 points.

Points are kept on file for 3 years.

Ike discussed page 1, last paragraph of the Guidelines; "these guidelines notwithstanding, the commission will have the flexibility to take into account any extenuating, mitigation or aggravating circumstances to modify the actual fine or license suspension in any particular instance". I recommended applying the points, and violations, and take into account any of these mitigations in the areas of fines and suspensions.

Ike discussed considering fines or license suspensions, it is not just in light of this one violation, but the need to consider what has happened within the last 3 years, and the fact that there is a hearing coming up, which may or may not result in any changes of any of our previous decisions, I suggest that we table any considering of any fines or suspensions until after that hearing, and the process has been completed.

Ike moved to make the above statement a motion and tabling until the fair hearing process is complete.

Seconded by: David

Vote: Unanimous

David Braley informed Mr. Woodsome; we have found violations, we have assessed points, the only thing we haven't done is assign any penalties. Can Mr. Woodsome assign this to the December's fair hearing, all in one shot, if he chooses to appeal our finding of violations and points? Deanna – no. After the hearing is totally complete, you can re-visit this issue as a totally separate case.

David Braley summarized for Mr. Woodsome: You have a fair hearing coming up in December, this (complaint/violations/findings) is on hold. The hearing will be held, but no decisions will be made, the hearings officer will take some time to digest what he hears and makes a decision weeks after that. This will just sit on hold probably into the winter, probably February or March, and what will come out of this will probably be impacted by what comes out of the fair hearing.

Everything is on hold.

(1:45:00) break.

COMPLAINT: Joni Sansouci vs. Affordable WDC

Allegation: apprentices installing pump systems.

Mike Bessler has a Journeyman's license, but is no longer employed by Affordable.

Jeff Hurst – just started. He doesn't know anything about pumps yet. He goes out on the job with Jason Bisson, who is a master pump installer.

Regarding torque arrestors, we do put one green torque arrestor on the pump, then we use the plastic wire guards every 50' for the 1st 100' ft. She never left the office; she doesn't know what a pump system looks like. As far as the torque arrestors, she just does the ordering.

Re: Apprentices used for pump installation -

Re: Lack of submission, 901.1, MGS Log -

Re: Torque arrestor, only one per system –

Re: WD number on vehicles –

Motion: David moved that, given a lack of evidence of potential violations, that this be dismissed.

Seconded by: Joe

Vote: Unanimous to dismiss the complaint.

ANONYMOUS COMPLAINT - Merl 'Sam' Dunham (2:15:00)

Additional information is needed to consider the complaint. Doris to send letter to the driller informing him of the complaint.

The complaint indicates that the septic system is 64' from the tank. Per David Braley, that meets the setback distance 60' required. A Specialty Well Application is not required.

The setback distance from the leach field was not addressed. Additional information required from Mr. Dunham. The homeowner does not know where the leach field is located.

David to research in-house for the HHE 200 form for the Bucksport site – IF the town submitted a permit for it to us – and if it is pre-1974, then there is no plan.

If there is a form on file, then Mr. Dunham should have requested a copy.

If there is a form on file, then we should send David Philbrook out, do the measurements, and see whether if it is within the limit or not.

Request David Philbrook to contact the homeowner for permission to be on property.

EXAM: MAHER, David - Exam Application

Motion: Ike moved to approve to sit for exam.

Seconded by: Frank

Vote: Unanimous to approve.

EXAM: BOURQUE, David – Exam Application

Motion: Ike moved to deny.

Seconded by: Frank

Discussion: The application lists Mr. Bruce Morgridge as an employer since 2009; however when the Commission contacted Mr. Morgridge, he stated that Mr. Bourque performed several jobs for him, but was not his employee.

Vote: Unanimous to deny. Additional information needed relating to ‘Who is the master’, and ‘Who is he employed by’.

Action: Doris to contact Mr. David Bourque, of Southern Maine Pump Supply, for more info.

Inquiry to Mr. Bourque to be made “are you installing and servicing pumps for Southern Maine

OTHER DISCUSSION:

Proposed changes in the rules regarding drinking water supply, related to grouting, and the 48 hr. pump test & the current rules state the pump test methodology has to be approved has to be approved by the DWP.

Proper well development – references the water well MGWA construction manual, and allows the DWP more discretion on a case-by-case basis.

VACANT COMMISSION SEAT – Don Robbins is moving on. Don has someone in mind who will fax an application to the Governor’s office. According to David, several people have submitted applications to sit on the Commission.