



Walter Wright, Jr.

wwright@mwlaw.com
(501) 688.8839

Citizen Suit Action/Safe Drinking Water Act: Federal Court Addresses Application of Parties' Contractual Mediation Clause

09/09/2026

The United States District Court (Western District of Washington) ("Court") addressed in an August 31st Order an issue arising out of a Safe Drinking Water Act ("SDWA") citizen suit action. *See Olympic View Water and Sewer District v. Edmonds School District No. 15*.

The question addressed was whether a mediation/arbitration clause in a contract between the parties was a condition precedent that must be followed before a citizen suit action can be filed.

Olympic View Water and Sewer District ("Olympic") and Edmonds School District No. 15 ("Edmonds") entered into a Water Service Connection Agreement ("Agreement") conditioning Olympic's provision of water to Madrona K-8 School ("K-8") on the School District's compliance with specific environmental requirements. Such environmental requirements were intended to safeguard against contamination of the drinking water supply. The Agreement contained a clause requiring mediation before either party may file a lawsuit arising from or related to the Agreement.

Edmonds undertook a construction project to replace the original K-8 school building, which is located within the mapped buffer zone of the Critical Aquifer Recharge Area for the Deer Creek Group A municipal water supply source. The construction project is stated to have included the installation of a new stormwater management system, which is described as collecting water at catch basins and then conveying the stormwater to bioretention planters, an oil water separator, or one of the 16 underground injection control ("UIC") wells.

Olympic had opposed Edmonds' decision to install UIC wells because of a concern regarding discharged stormwater directly into the reference aquifer. Olympic utilizes water from this aquifer and conditioned its supply of drinking water to the school on Edmonds' strict compliance with every condition of the Agreement. The Agreement required Edmonds to undertake certain groundwater/stormwater monitoring for various contaminants and meet a non-endangerment standard and well requirements as defined by Washington Administrative Code.

The Order states that Olympic sampled the stormwater in 2022 at K-8 and there was an indication that it contained PFAS contaminants. Such sampling was not required by the Agreement nor are PFAS compounds an enumerated contaminant that must be tested under the Agreement.

Edmonds also sampled and confirmed that PFAS constituents were present, although they were not collected at the groundwater point of compliance as defined in the regulations. A Washington

environmental agency contacted Edmonds in 2024 to recommend immediate corrective action and stated that a PFAS-specific sampling and testing protocol may need to be created.

The School District's voluntary sampling and testing indicated the presence of PFAS compounds, although the source of the contamination could not be identified.

Olympic informed Edmonds that its discharge of PFAS-contaminated stormwater violated and would continue to violate the SDWA and Washington's UIC Well program. It provided a 60-day notice of its intent to file a SDWA citizen suit, and once expired, brought various claims against the School District for violating the SDWA.

Edmonds argued that Olympic failed to mediate, and therefore the citizen suit action should be dismissed. The parties were noted to have disagreed as to whether the dispute fell within the verbiage "arising from and related to" the Agreement.

The Court stated that, to make this determination, it was required to examine the factual allegations raised to determine which claims are covered. Further, the factual allegations in a claim are required to at least touch the matter covered by the contract to be related to a contract. In addition, the Court states:

... And where a defendant could have engaged in the same conduct without a contractual or employment relationship to the plaintiff, and the plaintiff could have brought the same claims against the defendant in the absence of that relationship, then a plaintiff's claims do not "relate to" its contractual or employment relationship with defendant.

The Court concludes that Olympic's claims against Edmonds fall outside of the mediation clause of the Agreement because:

- The claims bear no logical or causal connection to the Agreement.
- Complaint does not reference the Agreement or assume its existence and Edmonds does not link any of its claims to the Agreement or any breach thereof.
- The Agreement addresses specific obligations that the School District agreed to abide by to secure access to Olympic's water supply when the school was built, but it does not constitute the sum of Edmonds' drinking water-related obligations.

The Court therefore finds that the Edmonds School District could still be subject to SDWA liability even in the absence of the Agreement, and therefore:

- Mediation clause does not apply.
- Mediation clause does not impede the progress of the citizen suit action.

A copy of the Order can be found [here](#).