

# ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT MINUTES

16 February 2018

A quorum was present.

Water Board: Virginia Birkby, President  
Ron Schiffman, Vice-President  
Debra Birkby, Treasurer  
Linda Murray  
Dan Seifer

Sanitary Board: Casey Short (non-voting)  
Darr Tindall (non-voting)

Public: Steve Silva, WHA Insurance  
Greg Block, Sustainable Northwest  
Andrew Spaeth, Sustainable Northwest  
Ben Dair, Sustainable Northwest  
Greg Fullem, Schwabe, Williamson & Wyatt  
Janna Davydova, Schwabe, Williamson & Wyatt  
Mike Manzulli  
David and Jeannie Stockton

Staff: Phil Chick, District Manager  
Steve Hill, Secretary

Ms. Virginia Birkby opened the meeting at 6:00pm.

**Public Comments:** None.

**Agenda:** Pull Treasurer's report. Mr. Seifer moved acceptance of the agenda as modified which was seconded by Ms. Debra Birkby. All in favor. Motion carried.

**Consent Agenda:** Pull December 15th minutes. Mr. Seifer moved adoption of the consent agenda as amended which was seconded by Mr. Schiffman. All in favor. Motion carried.

**December 15th Minutes:** Mr. Seifer moved adoption of the December 15, 2017 minutes which was seconded by Mr. Schiffman. Ms. Virginia Birkby, Ms. Debra Birkby and Mr. Seifer voted yes. Mr. Schiffman and Ms. Murray abstained. Motion carried.

## **Old Business:**

**District Insurance Policies:** (Information) Mr. Steve Silva from WHA Insurance gave a presentation of insurance coverage for both districts (attached). He said he would come back to make specific video records of district property, provide revised insurance quotes and verify property values with the District Manager. Issues which were raised in discussion which he said he would address include:

- Evaluation of the distribution and collection systems with their replacement costs
- An explanation of coverage for and costs relative to earthquake damage
- Provide different deductible quotes and their respective premium costs
- An analysis of our intergovernmental agreement (IGA) to ensure that neither district's coverage is "sublimited" by the 'property of others under .... care, custody and control' language
- Ensure all property is appropriately listed to include the Shark Creek intake and the filtration plant following manufactures modifications
- A quote for flood coverage where appropriate and wind peril
- An understanding of liability coverage for work within the scope of your duties
- A general review of the definitions page

Mr. Chick will provide Mr. Silva with a copy of the IGA.

**Watershed Update:** (Information) Mr. Chick pointed out the recently posted updated board map on the wall reflecting neighboring properties as revised by Mr. John Wickersham of North Coast Land Conservancy with roads identified in felt marker by Mr. Schiffman.

A \$30K Drinking Water Source Protection Grant is being jointly submitted by the District and EcoTrust Forest Management (EFM) to repair a failing section of Hug Point 19 Road along Shark Creek. Total cost of the project is estimated at \$60,000. The District and EFM are partnering with Brooke Stanley of the North Coast Watershed Association to pursue additional funding for the project through a grant with the Oregon Water Resources Department. Mr. Chick reported progress on web site development for the community forest project with Ms. Micah Cerelli Mastrandrea and will provide an update at the March meeting.

## **Sustainable Northwest Report:** (Information)

**Sustainable Northwest Introduction:** (Information) Mr. Andrew Spaeth along with Mr. Ben Dair introduced Mr. Greg Block, President of Sustainable Northwest to the Board. He described his organization as a registered non-profit organization with a focus on improving the ecology and creating jobs in the community. He expressed support for the board's efforts in establishing a community forest and was in support of the board's vision.

**Schwabe Introductions:** (Information) A further introduction was made of Mr. Greg Fullem and Janna Davydova of Schwabe law firm (attached) who have worked before on community forest projects and are a part of the Northwest Community Forest Coalition. Mr.

Fullem expressed an interest in the work being done in Arch Cape and was open to working initially on a pro-bono basis with an understanding that if grant monies were to come forth his firm would have an opportunity to participate in that funding.

**2018 Community Forest Forum:** (Information) Mr. Ben Dair described a coalition forum meeting scheduled to take place on May 10 - 11th in Astoria where there would hopefully be an opportunity for a community forest tour to take place in Arch Cape. The Forum will focus on discussions on finance and funding, watershed preservation, readiness and capacity.

**Cannon View Park (CVP) – Arch Cape Water District Intergovernmental Agreement (IGA):** (Information) (attached) Mr. Chick, Mr. Seifer and Mr. Schiffman worked on language addressing whether a cost sharing arrangement would be with just CVP as a customer or the individual customers within the CVP district where the goal was to avoid confusion and obtain the greatest clarity possible. Paragraph twelve (12) dealing with compensation was looked at with a possible overhead cost markup of ten percent (10%). Moved to next month's meeting with hopefully CVP feedback.

**Resolution 18-01 WD Multiple Commercial Connections:** (Action) Mr. Seifer moved the adoption of Resolution 18-01 WD Multiple Commercial Connections (attached) to include the spelling out of the first use of 'ACDWSO', and the addition in the 'sole power' paragraph of approval by the Arch Cape Sanitary District based upon adequate treatment capacity. The motion was seconded by Mr. Schiffman. All in favor. Motion carried.

**Truck Purchase - Intergovernmental Agreement Amendment:** (Information) Ms. Debra Birkby moved that the amendment (attached) reflect a three (3) year average of the relative percentage of work time logged in each district as a reference to the cost sharing in the truck purchase as well as the striking of the second instance of the word 'to' on the third line which was seconded by Mr. Seifer. All in favor. Motion carried.

A new draft of the amendment will be considered in next month's meeting.

#### **New Business:**

**Budget Schedule & Budget Committee Roster:** (Information) There was a general consensus on the proposed budget schedule timeline (attached). Where there is a desire to have an equal number of committee members from the general community as there are directors on the board, it was proposed that Diane Matson be appointed to another three year term (attached) and that Ms. Heather Newman and Mr. Chris Anderson be invited to serve on the committee. Ms. Tindall agreed to personally extend that invitation.

An appeal for additional volunteers (attached) will be posted by Mr. Hill at the mail boxes and posted on the web site.

**Performance Evaluation - District Manager:** (Information) Performance evaluation input will be provided by Mr. Phil Chick at a March Executive Session taking place at 4:30pm on

Friday, March 16, 2018. The Board Presidents will share the Board's feedback with the District Manager at a later date.

**Starfish LLC Billing Appeal Request:** (Action) Mr. Seifer recused himself from discussion and voting on this agenda item.

A major water usage of over 33,000 gallons was reported to have occurred from October 1st through October 6th at a rate of over four (4) gallons per minute. Mr. Chick reported that the meter has been tested and was found to be in working order.

Ms. Debra Birkby moved that the appeal (attached) for billing relief from Starfish LLC be denied which was seconded by Mr. Schiffman. Ms. Virginia Birkby, Ms. Debra Birkby, Mr. Schiffman, and Ms. Murray voted yes. Mr. Seifer abstained. Motion carried.

The District Manager was directed to inform Mr. Bob Sacks of the board's decision and invite him to contact Mr. Hill should he wish to arrange a payment plan.

**Authorized Bank Account Signatories:** (Action) Mr. Seifer moved that the President, Ms. Virginia Birkby, the Vice-President, Mr. Ron Schiffman, the Treasurer, Ms. Debra Birkby and the District Manager, Mr. Phil Chick be approved as signatories on the district's Columbia Bank checking account. The motion was seconded by Ms. Murray. All in favor. Motion carried.

**Auditor Search:** (Information) Mr. Pat Carney, CPA announced (attached) that he would no longer be conducting municipal audits and reviews. It was agreed that Ms. Heather Reynolds would be contacted concerning the necessary steps for securing a new auditor and Mr. Hill will provide a list of potential candidates along with a recommendation for the March meeting.

## **Reports:**

**Accounts Receivable:** Accounts receivable was reported to be in good condition.

**District Managers Report:** (attached) Mr. Chick was directed to not follow up on the offer from SDIS for a board practices assessment program potentially resulting in a four percent (4%) premium credit.

Ms. Debra Birkby moved that we opt out of the special districts voter pamphlet initiative based on cost which was seconded by Mr. Schiffman. Ms. Virginia Birkby, Ms. Debra Birkby, Mr. Schiffman, and Ms. Murray voted yes. Mr. Seifer voted no. Motion carried.

Mr. Chick was directed to be in touch with the Clatsop County Clerk's office to inform them of the Board's request.

**Treasurer's Report:** None.

**Board of Directors' Comments and Reports:** Mr. Seifer commented upon the good advertising provided by the North Coast Land Conservancy for our community forest project.

Mr. Schiffman indicated that there had been substantive changes to the public records law necessitating a need by the district to update it's policy. He further said there was a new law regarding filing our district's boundaries and also one addressing fish persistence. Ms. Debra Birkby wished to know the password for the newly installed WiFi hub at the Arch Cape Fire Station. Ms. Murray said she had attended the recently held SDAO conference in Seaside and had found the material on executive sessions most helpful.

**March Agenda Items:** (Information) Insurance, auditor search, truck purchase, performance evaluation, public records law and policy review, budget committee appointments, watershed update and update on a possible agreement with Schwabe.

**Public Comment:** Mr. David Stockton said appreciated the pro-bono work provided by the volunteers serving on the board. Mr. Casey Short felt that a review of the district's insurance program would best take place outside of a regular board meeting and Ms. Virginia Birkby expressed her desire for a specific proposal for insurance with alternative quotes for coverage.

The meeting was adjourned by Ms. Virginia Birkby at 9:00pm.

Respectfully submitted,

  
Steve Hill

Attest

  
Ms. Virginia Birkby, President

# WHA

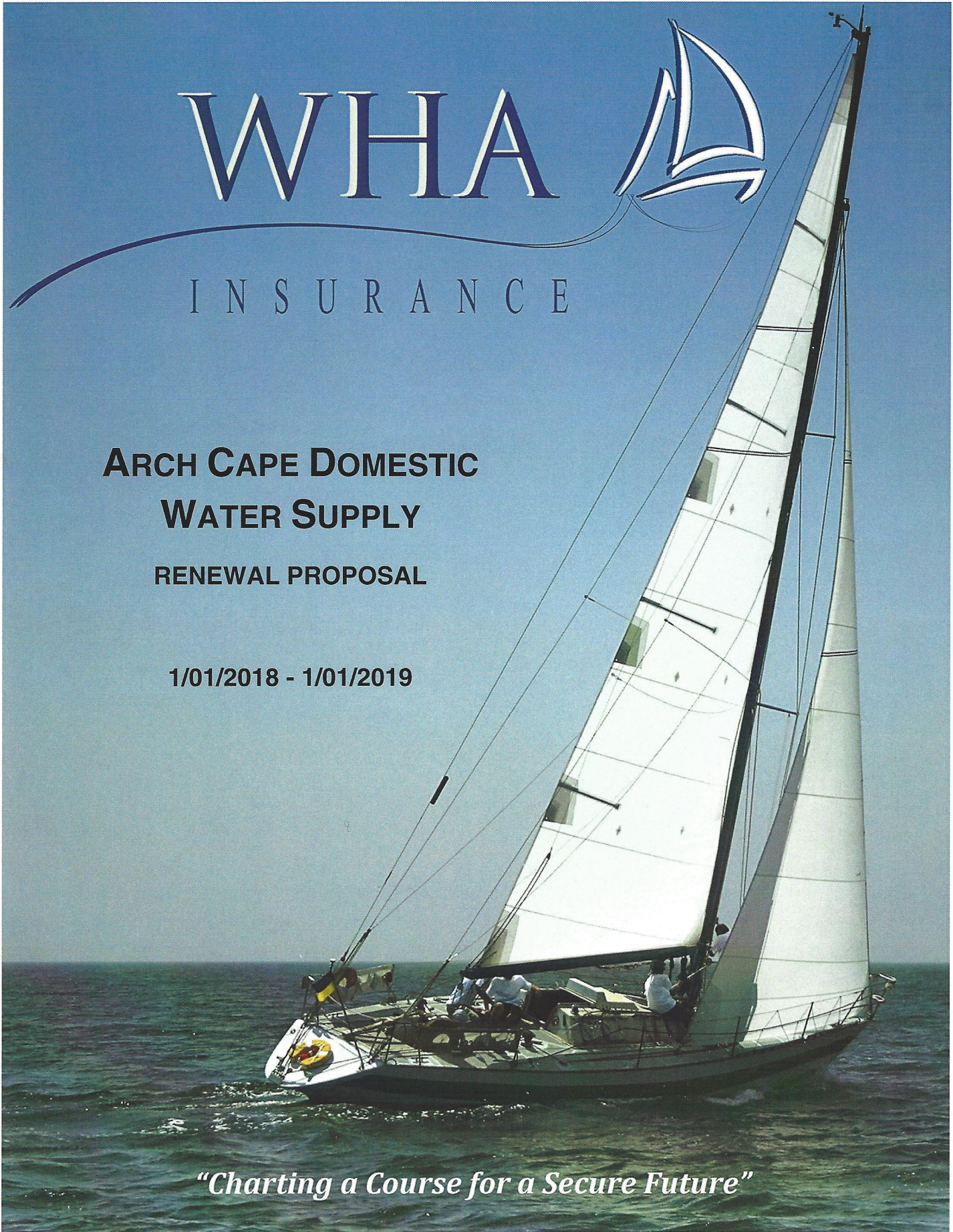


## INSURANCE

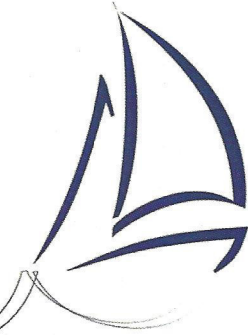
**ARCH CAPE DOMESTIC  
WATER SUPPLY  
RENEWAL PROPOSAL**

**1/01/2018 - 1/01/2019**

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# WHA



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**Help Our Clients Manage**  
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# AGENCY PROFILE

## BOARD OF DIRECTORS

JEFF GRIFFIN .....CEO  
MARK SMITH.....SECRETARY  
PAT KNOX.....TREASURER

## COMMERCIAL LINES

### ACCOUNT EXECUTIVES

Nate Cassube

### SERVICE TEAM

Christie Montero  
Lawralie Richmond

## BENEFITS

### ACCOUNT EXECUTIVES

Rich Allm

### SERVICE TEAM

Kim Nichol森  
Katie Klein  
Samantha Buchheit

## TRANSPORTATION & TRUCKING

### ACCOUNT EXECUTIVES

Mark Smith  
David Lingenfelder  
Catrina Stanks  
Mike Note

### SERVICE TEAM

Rhonda Delaney  
Raelynn Mason  
Tina Sams  
Alison Smith

## PUBLIC ENTITIES

### ACCOUNT EXECUTIVES

Jeff Griffin  
Jake Stone

### SERVICE TEAM

Kelly McCorkle  
Karisa Cary  
Steve Silva  
Nathan Cortez  
Jane Austin

## PERSONAL LINES

### ACCOUNT EXECUTIVES

Nate Cassube

### SERVICE TEAM

Dawn Sederlin  
Brian Anacker

## WORKERS' COMPENSATION

### ACCOUNT EXECUTIVES

Pat Knox  
Jennifer King  
Tammy Jeffries

### SERVICE TEAM

Abbey Brown  
Betty Berry



## YOUR SERVICE TEAM PUBLIC ENTITIES

It is our desire to work with you and your personnel to establish direct, efficient communications with our office. We are committed to serving your insurance needs with excellence.



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SCHEDULES OF INSURANCE

Property Schedule

Location Code	Covered Property	Premises	Deductible	Covered Property Value	Personal Property Value
	Shark Creek Intake	Liability Only	250		
01-01	Filtration Plant	Filtration Plant	250	861,513	29,291
01-02	522,000 Gallon Water Tank	Filtration Plant	250	421,739	3,515
01-04	Asbury Creek Intake	Asbury Creek Intake	250	45,947	5,858
02-02	Control Building	Asbury Creek Control Bldg	250	122,399	4,687

Automobile Schedule

Year	Make	Model	VIN	Collision Deductible	Comp Deductible	Value
1999	Dodge	Pickup	1813	500	100	22,800

**SDIS** Special Districts Insurance Services  
**Workers' Compensation Certificate Holder's Declaration**  
 SPECIAL DISTRICTS  
 INSURANCE SERVICES

**Certificate Number:** 32W54011-453      **Coverage Period:** 7/1/2017 through 6/30/2018  
**Named Participant:** Arch Cape Domestic Water Supply District      **Agent of Record:** WHA Insurance  
 32065 E Shingle Mill Ln      2930 Chad Dr  
 Arch Cape, OR 97102      Eugene, OR 97408

**Coverage is provided for only those classifications indicated below.**

**Limits of Liability:** Coverage A - Workers' Compensation - Per Occurrence: Statutory  
 Coverage B - Employers Liability - Per Occurrence: \$1,000,000  
**Coverage C - Safety Net Coverages - Per Claim:**  
 First Fill Prescription Coverage: \$1,000 Per Claim  
 Family Support Coverage - Surgery: Lesser of \$300 per Day or \$3,000 Total Per Claim  
 Family Support Coverage - Catastrophic Injury: Lesser of \$300 per Day or \$10,000 Total Per Claim  
 Criminal Defense Cost Coverage: \$50,000 Per Claim  
 OSHA Defense Cost Coverage: \$5,000 Per Claim  
 HIPAA Defense Cost Coverage: \$5,000 Per Claim

Class	Description	2017-2018 Estimated Payroll
7520	Waterworks Operations	\$61,142
7580	Sewage Plant Operations	\$61,142

Volunteers			Employees	
	Board of Director Coverage: (Yes/No)	No	Number of Full-Time Employees:	2
8742B	Number of Board Members:	8	Number of Part-Time Employees:	0
	Volunteer Coverage: (Yes/No)	No		
	Volunteer Firefighter Assumed Monthly Wage: \$800 minimum	\$0		
8411	Number of Firefighters (Public Safety Volunteers):	0		
	Other Volunteer Coverage (Yes/No)	No		
"V" Codes	Number of Other Volunteers:	0		
	**Estimated Assumed Wage for Other Volunteers equals Oregon Minimum Wage multiplied by the total number of annual volunteer hours worked.			

This certificate is made and is mutually accepted by the Pool and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Workers' Compensation Coverage Document. This certificate represents only a brief summary of coverages.

Countersigned by: Frank Shuttles  
 Authorized Representative  
 Special Districts Association of Oregon

Monday, May 22, 2017

## SDIS COVERAGES

### PROPERTY

See schedules for values and deductibles of covered property

Coverage for: Buildings, Business Personal Property, Tenant's Improvements and Betterments, and Property of Others, Portable Equipment, Mobile Equipment, Inland Marine Scheduled Items, Electronic Data Processing Equipment and Media (all coverages may not apply to your district. Check your policy declarations for policy limits)

#### Sublimits (Per Occurrence)

*The Trust will not pay more than the sub-limits below per occurrence for the Property of Cause of Loss described(see policy for complete list).*

\$	500,000	Newly Acquired or Newly Constructed Real Property – 60 Days
\$	1,000,000	Business Income
\$	5,000,000	Debris Removal – (or 25% of loss, whichever is less)
\$	5,000,000	Increased Cost of Construction- Enforcement of Ordinance or Law (or 25% of loss, whichever is less)
\$	500,000	Increased Cost of Construction-Cost Resulting from Unforeseen Delay (or 25% of loss, whichever is less)
\$	1,000,000	Extra Expense – Incl. Electronic Data Processing (EDP) Extra Expense
\$	500,000	Newly Acquired Personal Property
\$	100,000	Each for: Mobile Equipment of others that is within your Care, Custody or Control or Rented or Leased for up to 30 days. Interruption of Utility Services Property of Employees/Volunteers (subject to a \$5,000 max. per person)
\$	250,000	Each for: Accounts Receivable Valuable Papers and Records Property in Transit Personal Property in the Care, Custody or Control other than mobile equip.
\$	50,000	Pollutant Clean Up & Removal from Land or Water(or 20% of the location value)
\$	25,000	Property Damaged by Computer Virus
\$	10,000	Unscheduled Fine Arts

**EQUIPMENT BREAKDOWN SUPPLEMENTAL COVERAGE**

“Covered Equipment” as defined in the Coverage form, located at Covered Property listed and specifically described on the Schedule of Property Values on file with the Truct (SDIS).

**Sublimits (Per Occurrence)**

*The Trust will not pay more than the sub-limits below per occurrence for the Property of Cause of Loss described.*

\$ 1,000,000	Business Income/Extra Expense (excludes any Named Participant generating or distributing electricity)
365 Days	Ordinary payroll
\$ 1,000,000	Utility Interruption (Indirect – Business Income)
\$ 250,000	Utility Interruption (Direct – Spoilage Damage)
\$ 1,000,000	Contingent Business Interruption
\$ 1,000,000	Spoilage Damage
\$ 10,000,000	Expediting Expenses
\$ 1,000,000	Ammonia Contamination
\$ 1,000,000	Water Damage
\$ 1,000,000	Hazardous Substances
\$ 15,000	/30 Days – Fungus, Wet and Dry Rot
\$ 1,000,000	Media & Data
\$ 1,000,000	Green Upgrades
\$ 2,500,000	Ordinance or Law: Demolition and Increased Cost of Construction for Undamaged Portion of Building
120 Days – No Sublimit – Newly Acquired Locations	
Included	Brands and Labels
Included	CFC Refrigerant
Included	Computer Equipment

See coverage declarations for Deductibles.

PUBLIC ENTITY LIABILITY

\$ 500,000	Per Occurrence Limit (no aggregate)
\$ 4,500,000	Increased Limits of Liability

Coverages Included:

Tort Liability – Coverage A  
 Federal Acts Liability – Coverage B  
 Other Jurisdictions – Coverage C  
 Employee Benefits Liability  
 Wrongful Acts/Public Officials  
 Employment Practices (see below\*\*) \$5,000,000 Annual Aggregate  
 Sexual Molestation  
 Emergency Operations Pollution  
 Potable Water Treatment Pollution

Additional Coverages:

		<u>Annual Aggregate</u>
\$ 2,500	Ethics Complaint Defense	\$ 5,000
\$ 50,000	EEOC/BOLI Defense Costs	\$ 50,000
\$ 50,000	Lead Liability Defense Costs	\$ 50,000
\$ 500,000	Certified Acts of Terrorism	\$ 500,000
\$ 5,000	OSHA Defense Costs	\$ 5,000
\$ 5,000	Premises Medical Expense	\$ 5,000
\$ 250,000	Limited Pollution Coverage	\$ 250,000
\$ 50,000	Applicators Pollution Coverage	\$ 50,000
\$ 100,000	OCITPA Expense Reimbursement	\$ 100,000
\$ 25,000	Injunctive Relief Defense Costs	\$ 25,000

**\*\*\$25,000,000 maximum per Occurrence limit for all SDAO Trust Participants involved in the same Occurrence.  
 \$25,000 Employment Practices deductible for terminations when SDAO is not contacted for legal advice in advance  
 \$10,000 controlled burn deductible if BPSST guidelines are not followed**

AUTOMOBILE LIABILITY Included in Public Entity Liability

AUTOMOBILE PHYSICAL DAMAGE Per schedule

CRIME

\$	250,000	Employee Theft – Per Loss Includes Faithful Performance of Duty, same limit as A1, CRI-7126 Non-Compensated Officers, Directors-includes Volunteer Workers as employees, Deletion of Bonded Employee and Treasurer/ Tax Collectors Exclusion - CRI-19044
\$	250,000	ERISA Fidelity (same limit as above)
\$	250,000	Forgery or Alteration
\$	250,000	On Premises
\$	250,000	In Transit
\$	250,000	Money Order Counterfeit Currency
\$	250,000	Computer Fraud
\$	100,000	Computer Restoration – same limit as Employee Theft or maximum \$100,000
\$	250,000	Funds Transfer Fraud
\$	250,000	Personal Accounts Forgery or Alteration – same limit as Employee Theft
\$	25,000	Identity Fraud Expense Reimbursement – max \$25,000 or Employee Theft Limit
\$	5,000	Claims Expense
\$	250,000	Social Engineering Fraud

This coverage is subject to the terms and conditions of the policy form and a deductible. Refer to policy forms for additional information.

## **DEFINITIONS**

**Participant means:** Named Participant; and each of the following while acting within the course and scope of their duties as such:

- a. The directors, officers, employees and agents (pursuant to ORS 30.285) of the Named Participant, including volunteers authorized to act on behalf of the Named Participant, while acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function; and
- b. Any board, commission, governmental agency, subdivision, department, municipal body, not-for profit corporation, association or other unit operated by the Named Participant, or under the Named Participant's jurisdiction, will qualify as a Participant if there is no other similar insurance in place for that organization.
- c. Any person, entity or any organization the Named Participant is required by an insured contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the insured contract and will not increase the limits stated in SECTION V. – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The insured contract must be effective and executed prior to a covered occurrence or wrongful act. In no event shall coverage under this Coverage Document extend to any party for any claim, suit or action, however or whenever asserted, arising out of such party's sole negligence.

(1) The term "Additional Insured" if used in an insured contract shall be understood to mean the same as Additional Participant.

## **Tort**

Tort is defined by ORS 30.260(8) and means the breach of a legal duty this is imposed by law, other than a duty arising from contract of quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy



**Functional Replacement & Replacement Cost**

A. When a Covered Auto is covered for "**Functional Replacement Cost**" valuation in the Named Participant's Automobile Schedule filed with the Trust, the most the Trust will pay for a loss to the Covered Auto in any one accident is the lesser of the following amounts:

1. The cost to repair the damaged Covered Auto without deduction for depreciation;
2. The cost to replace the entire Covered Auto (including Permanently Attached Equipment) as of the time of the Loss with a comparable used Auto having the same functional use and of like kind and quality compared to the damaged Covered Auto;
3. The Value applicable to the damaged or stolen Covered Auto as stated in the Automobile Schedule on file with the Trust.

B. When a Covered Auto is covered for "**Replacement Cost**" valuation in the Named Participant's Automobile Schedule filed with the Trust, the most the Trust will pay for a Loss to the Covered Auto in any one Accident is the lesser of the following amounts:

1. The cost to repair the damaged covered auto without deduction for depreciation;
2. The cost to replace the entire covered auto (including permanently attached equipment) as of the time of the loss, with a comparable new auto of equal quality and usefulness including any upgrades established by the NFPA, U.S. Department of Transportation and/or other Federal State or County authorities;
3. The value applicable to the damaged or stolen covered auto as stated in the Automobile Schedule filed with the Trust.

**Glass Breakage - Hitting a Bird or Animal – Falling Objects or Missiles**

For any covered auto shown in the Named Participant's Automobile Schedule filed with the Trust for which a contribution charge has been made for Comprehensive coverage, the Trust will pay:

1. Full window glass breakage, without deductible;
2. Loss caused by hitting a bird or animal; and
3. Loss caused by falling objects or missiles

# WHA



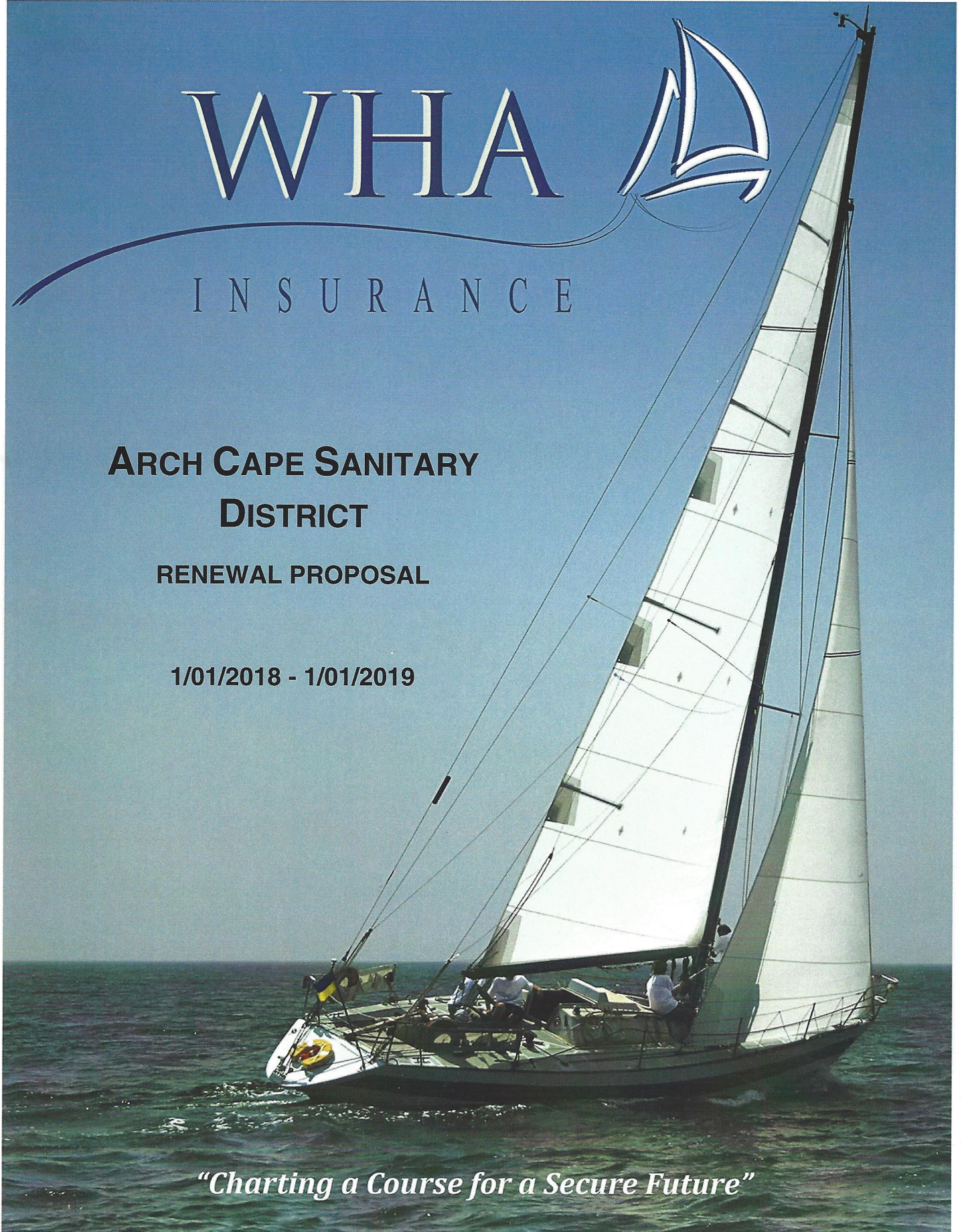
## INSURANCE

### **ARCH CAPE SANITARY DISTRICT**

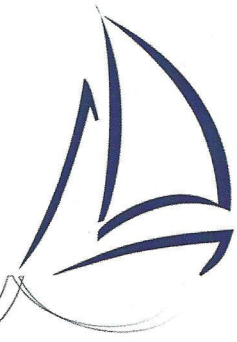
**RENEWAL PROPOSAL**

**1/01/2018 - 1/01/2019**

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# WHA



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MARK SMITH.....SECRETARY  
PAT KNOX.....TREASURER

## COMMERCIAL LINES

ACCOUNT EXECUTIVES  
Nate Cassube

SERVICE TEAM  
Christie Montero  
Lawralie Richmond

## BENEFITS

ACCOUNT EXECUTIVES  
Rich Allm

SERVICE TEAM  
Kim Nichol森  
Katie Klein  
Samantha Buchheit

## TRANSPORTATION & TRUCKING

ACCOUNT EXECUTIVES  
Mark Smith  
David Lingenfelder  
Catrina Stanks  
Mike Note

SERVICE TEAM  
Rhonda Delaney  
Raelynn Mason  
Tina Sams  
Alison Smith

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Jeff Griffin  
Jake Stone

SERVICE TEAM  
Kelly McCorkle  
Karisa Cary  
Steve Silva  
Nathan Cortez  
Jane Austin

## PERSONAL LINES

ACCOUNT EXECUTIVES  
Nate Cassube

SERVICE TEAM  
Dawn Sederlin  
Brian Anacker

## WORKERS' COMPENSATION

ACCOUNT EXECUTIVES  
Pat Knox  
Jennifer King  
Tammy Jeffries

SERVICE TEAM  
Abbey Brown  
Betty Berry

## YOUR SERVICE TEAM PUBLIC ENTITIES

It is our desire to work with you and your personnel to establish direct, efficient communications with our office. We are committed to serving your insurance needs with excellence.



**JEFF GRIFFIN**  
ACCOUNT EXECUTIVE  
[jgriffin@whainsurance.com](mailto:jgriffin@whainsurance.com)  
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**KELLY MCCORKLE**  
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## SCHEDULES OF INSURANCE

### Property Schedule

Location Code	Covered Property	Premises	Deductible	Covered Property	Personal Property
01-06	Web Pump Station, Wet Well & Vault	Wastewater Treatment Facility	250	34,854	33,231
01-09	MBR Basins & Anoxic Digester Cells	Wastewater Treatment Facility	250	117,165	1,312,947
01-10	Control Bldg	Wastewater Treatment Facility	250	202,266	202,266
01-11	Office Lab Bldg	Wastewater Treatment Facility	250	130,316	90,491
01-12	Shop/Storage/Generator	Wastewater Treatment Facility	250	100,284	320,443
01-13	Irrigation Pump Station	Wastewater Treatment Facility	250	28,029	0
01-14	Sludge Drying Beds	Wastewater Treatment Facility	250	54,227	2,335
01-15	Sludge Beds	Wastewater Treatment Facility	250	54,227	0
03-01	Pump Station, Vault	Sally's Alley Pump Station	250	103,150	0
03-02	Control Building	Sally's Alley Pump Station	250	92,113	0
04-01	Ashbury Creek Lift Station	Ashbury Creek Lift Station	250	141,565	0
05-01	North End Lift Station	North End Lift Station	250	141,565	0
06-01	Main Lift Station/Emergency Generator	East Shingle Mill & East Beach	250	1,486	24,302

### Automobile Schedule

Year	Make	Model	VIN	Collision Deductible	Comp Deductible	Value
2005	Ford	Truck	1FDXF47P55EC73271	500	100	45,000

### Equipment Schedule

Description	Serial#	Model#	Deductible	Value
2005 John Deere Tractor	LV4120P215375	4120	250	18,000
(3) Portable Generators			500	75,000
Miscellaneous Equipment			250	12,000

## SDIS COVERAGES

### PROPERTY

See schedules for values and deductibles of covered property

Coverage for: Buildings, Business Personal Property, Tenant's Improvements and Betterments, and Property of Others, Portable Equipment, Mobile Equipment, Inland Marine Scheduled Items, Electronic Data Processing Equipment and Media (all coverages may not apply to your district. Check your policy declarations for policy limits)

#### Sublimits (Per Occurrence)

*The Trust will not pay more than the sub-limits below per occurrence for the Property of Cause of Loss described(see policy for complete list).*

\$	500,000	Newly Acquired or Newly Constructed Real Property – 60 Days
\$	1,000,000	Business Income
\$	5,000,000	Debris Removal – (or 25% of loss, whichever is less)
\$	5,000,000	Increased Cost of Construction- Enforcement of Ordinance or Law (or 25% of loss, whichever is less)
\$	500,000	Increased Cost of Construction-Cost Resulting from Unforeseen Delay (or 25% of loss, whichever is less)
\$	1,000,000	Extra Expense – Incl. Electronic Data Processing (EDP) Extra Expense
\$	500,000	Newly Acquired Personal Property
\$	100,000	Each for: Mobile Equipment of others that is within your Care, Custody or Control or Rented or Leased for up to 30 days. Interruption of Utility Services Property of Employees/Volunteers (subject to a \$5,000 max. per person)
\$	250,000	Each for: Accounts Receivable Valuable Papers and Records Property in Transit Personal Property in the Care, Custody or Control other than mobile equip.
\$	50,000	Pollutant Clean Up & Removal from Land or Water(or 20% of the location value)
\$	25,000	Property Damaged by Computer Virus
\$	10,000	Unscheduled Fine Arts

## EQUIPMENT BREAKDOWN SUPPLEMENTAL COVERAGE

“Covered Equipment” as defined in the Coverage form, located at Covered Property listed and specifically described on the Schedule of Property Values on file with the Trust (SDIS).

### Sublimits (Per Occurrence)

*The Trust will not pay more than the sub-limits below per occurrence for the Property of Cause of Loss described.*

\$	1,000,000	Business Income/Extra Expense (excludes any Named Participant generating or distributing electricity)
	365 Days	Ordinary payroll
\$	1,000,000	Utility Interruption (Indirect – Business Income)
\$	250,000	Utility Interruption (Direct – Spoilage Damage)
\$	1,000,000	Contingent Business Interruption
\$	1,000,000	Spoilage Damage
\$	10,000,000	Expediting Expenses
\$	1,000,000	Ammonia Contamination
\$	1,000,000	Water Damage
\$	1,000,000	Hazardous Substances
\$	15,000	/30 Days – Fungus, Wet and Dry Rot
\$	1,000,000	Media & Data
\$	1,000,000	Green Upgrades
\$	2,500,000	Ordinance or Law: Demolition and Increased Cost of Construction for Undamaged Portion of Building
	120 Days – No Sublimit – Newly Acquired Locations	
Included		Brands and Labels
Included		CFC Refrigerant
Included		Computer Equipment

See coverage declarations for Deductibles.



PUBLIC ENTITY LIABILITY

\$ 500,000 Per Occurrence Limit (no aggregate)  
 \$ 4,500,000 Increased Limits of Liability

Coverages Included:

Tort Liability – Coverage A  
 Federal Acts Liability – Coverage B  
 Other Jurisdictions – Coverage C  
 Employee Benefits Liability  
 Wrongful Acts/Public Officials  
 Employment Practices (see below\*\*) \$5,000,000 Annual Aggregate  
 Sexual Molestation  
 Emergency Operations Pollution  
 Potable Water Treatment Pollution

Additional Coverages:

<u>Additional Coverages:</u>		<u>Annual Aggregate</u>
\$ 2,500	Ethics Complaint Defense	\$ 5,000
\$ 50,000	EEOC/BOLI Defense Costs	\$ 50,000
\$ 50,000	Lead Liability Defense Costs	\$ 50,000
\$ 500,000	Certified Acts of Terrorism	\$ 500,000
\$ 5,000	OSHA Defense Costs	\$ 5,000
\$ 5,000	Premises Medical Expense	\$ 5,000
\$ 250,000	Limited Pollution Coverage	\$ 250,000
\$ 50,000	Applicators Pollution Coverage	\$ 50,000
\$ 50,000	OCITPA Expense Reimbursement	\$ 50,000
\$ 25,000	Injunctive Relief Defense Costs	\$ 25,000

**\*\*\$25,000,000 maximum per Occurrence limit for all SDAO Trust Participants involved in the same Occurrence.  
 \$50,000 Employment Practices deductible for terminations when SDAO is not contacted for legal advice in advance  
 \$10,000 controlled burn deductible if BPSST guidelines are not followed**

AUTOMOBILE LIABILITY Included in Public Entity Liability

AUTOMOBILE PHYSICAL DAMAGE Per schedule

CRIME

\$	250,000	Employee Theft – Per Loss Includes Faithful Performance of Duty, same limit as A1, CRI-7126 Non-Compensated Officers, Directors-includes Volunteer Workers as employees, Deletion of Bonded Employee and Treasurer/ Tax Collectors Exclusion - CRI-19044
\$	250,000	ERISA Fidelity (same limit as above)
\$	250,000	Forgery or Alteration
\$	250,000	On Premises
\$	250,000	In Transit
\$	250,000	Money Order Counterfeit Currency
\$	250,000	Computer Fraud
\$	100,000	Computer Restoration – same limit as Employee Theft or maximum \$100,000
\$	250,000	Funds Transfer Fraud
\$	250,000	Personal Accounts Forgery or Alteration – same limit as Employee Theft
\$	25,000	Identity Fraud Expense Reimbursement – max \$25,000 or Employee Theft Limit
\$	5,000	Claims Expense
\$	250,000	Social Engineering Fraud

This coverage is subject to the terms and conditions of the policy form and a deductible. Refer to policy forms for additional information.

## **DEFINITIONS**

**Participant means:** Named Participant; and each of the following while acting within the course and scope of their duties as such:

- a. The directors, officers, employees and agents (pursuant to ORS 30.285) of the Named Participant, including volunteers authorized to act on behalf of the Named Participant, while acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function; and
- b. Any board, commission, governmental agency, subdivision, department, municipal body, not-for profit corporation, association or other unit operated by the Named Participant, or under the Named Participant's jurisdiction, will qualify as a Participant if there is no other similar insurance in place for that organization.
- c. Any person, entity or any organization the Named Participant is required by an insured contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the insured contract and will not increase the limits stated in SECTION V. – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The insured contract must be effective and executed prior to a covered occurrence or wrongful act. In no event shall coverage under this Coverage Document extend to any party for any claim, suit or action, however or whenever asserted, arising out of such party's sole negligence.

(1) The term "Additional Insured" if used in an insured contract shall be understood to mean the same as Additional Participant.

## **Tort**

Tort is defined by ORS 30.260(8) and means the breach of a legal duty this is imposed by law, other than a duty arising from contract of quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy

**Functional Replacement & Replacement Cost**

A. When a Covered Auto is covered for "**Functional Replacement Cost**" valuation in the Named Participant's Automobile Schedule filed with the Trust, the most the Trust will pay for a loss to the Covered Auto in any one accident is the lesser of the following amounts:

1. The cost to repair the damaged Covered Auto without deduction for depreciation;
2. The cost to replace the entire Covered Auto (including Permanently Attached Equipment) as of the time of the Loss with a comparable used Auto having the same functional use and of like kind and quality compared to the damaged Covered Auto;
3. The Value applicable to the damaged or stolen Covered Auto as stated in the Automobile Schedule on file with the Trust.

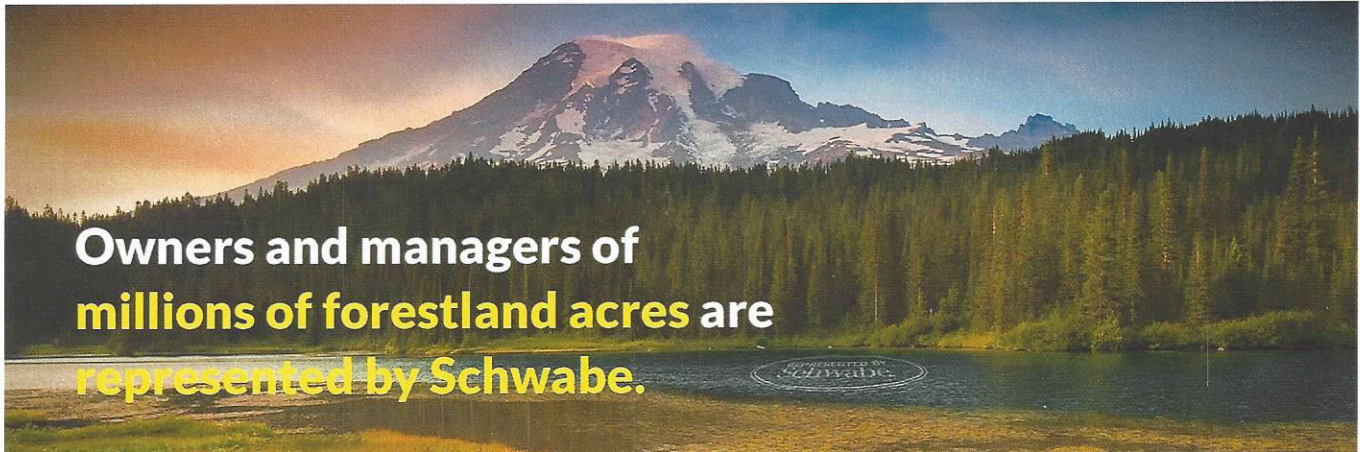
B. When a Covered Auto is covered for "**Replacement Cost**" valuation in the Named Participant's Automobile Schedule filed with the Trust, the most the Trust will pay for a Loss to the Covered Auto in any one Accident is the lesser of the following amounts:

1. The cost to repair the damaged covered auto without deduction for depreciation;
2. The cost to replace the entire covered auto (including permanently attached equipment) as of the time of the loss, with a comparable new auto of equal quality and usefulness including any upgrades established by the NFPA, U.S. Department of Transportation and/or other Federal State or County authorities;
3. The value applicable to the damaged or stolen covered auto as stated in the Automobile Schedule filed with the Trust.

**Glass Breakage - Hitting a Bird or Animal – Falling Objects or Missiles**

For any covered auto shown in the Named Participant's Automobile Schedule filed with the Trust for which a contribution charge has been made for Comprehensive coverage, the Trust will pay:

1. Full window glass breakage, without deductible;
2. Loss caused by hitting a bird or animal; and
3. Loss caused by falling objects or missiles



Owners and managers of  
millions of forestland acres are  
represented by Schwabe.

Ranked as a Tier 1 timber law firm by *U.S. News-Best Lawyers*, our Forest Products Group is one of the largest in the nation. Schwabe has been consistently ranked by *U.S. News-Best Lawyers* as one of the nation's top timber law practices every year beginning in 2011, including "Law Firm of the Year" in 2015, 2013 and 2012.

#### Vast experience in the timber industry

With over a century of experience, Schwabe has worked on timber-related transactions and projects throughout the United States. Our clients include forest landowners, forest products manufacturers, and other industry participants who collectively own or manage millions of acres of forestland in the United States. Consistently ranked by *U.S. News-Best Lawyers* as one of the nation's top timber law practices, our Forest Products Group is one of the largest in the country.

#### Invested in your industry

To stay abreast of industry developments, we draw on an extensive network of contacts, experience and institutional knowledge. As part of our commitment to the industry, we have established our own "Forest Products University," an internal education program that gives our lawyers a comprehensive understanding of the trends and issues affecting our timber clients. We build on our knowledge through client site visits and in-house presentations, which are based on a robust curriculum covering myriad topics, such as log



**Tier One**  
Timber Practice in The  
United States *U.S. News-Best  
Lawyers*

marketing and procurement, manufacturing, commercial operations, industry business considerations and regulatory environments.

### **Members of the industry fabric**

We deeply value our connections to the forest products industry and are proud to be involved with the following organizations: American Forest Resource Council, Hardwood Plywood and Veneer Association, Northwest Pulp and Paper Association, Oregon Forest and Industries Council, Washington Forest Products Association and the World Forestry Center. In addition to our commitment of time, we annually sponsor the “Who Will Own the Forest?” Conference, the American Forest Resource Council Annual Meeting, and the Community Forest Forum.

### **Counsel to key players**

Our forest products team is among the very few in the U.S. with substantial experience handling forest carbon transactions. We represented the developer of an improved forest management project that generated the most single-project carbon offset credits issued by the Climate Action Reserve in 2015, and worked on one of the first timberland acquisitions with an existing carbon project where credits were issued by the California Air Resources Board.

We have gained a 360-degree perspective on industry issues by representing a diverse array of timber and related businesses. Our clients include:

- Timberland owners and property managers
- Vertically integrated manufacturers, mills and distributors
- Loggers, truckers and log yards
- Logging and road construction contractors
- Exporters of raw logs and finished products
- Timberland investors, lenders and borrowers (TIMOs and REITs)
- Conservation groups
- Biomass developers
- Lumber grading and standards organizations
- Logging companies
- Transporters (truck, rail and barge)
- Forestry consultants
- Forest carbon developers

- Defended forest product companies in Clean Water Act litigation targeting sawmills and log sort yards in federal district court and before the EPA's Environmental Appeals Board.
- Defending plywood manufacturer in Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Model Toxics Control Act (MTCA) administrative process for historical plywood resin waste generated from its facility.
- Negotiated agreements related to the operation of timberlands, such as road use and maintenance agreements, rights-of-way and easements, log and fiber supply agreements, logging and hauling contracts, leases, access permits and licenses.
- Negotiated conservation easements, forest carbon transactions and alternative revenue stream transactions (e.g., highest and best use sales, wind, and solar and other energy projects).
- Advised timberland and TIMO clients with respect to capital formation process and private placements of timber-related investment funds.
- Advised on tax and regulatory compliance issues related to ownership of timberlands and mills.
- Conducted and oversaw environmental audits.
- Consulted on environmental issues related to forestland and mill ownership and operations, including agency negotiation and related remediation and cleanup.
- Helped develop, refine and tailor forestry-related policies, including Forest Stewardship Council, Lacey Act and chain-of-custody strategies.
- Assisted with product distribution, including warranties, disclaimers, labeling and CARB and Proposition 65 disclosures and Internet limitations.
- Advised on antitrust issues related to timber and log purchasing and product sales, including private party litigation, agency investigation and criminal prosecution.
- Interpreted current law and policy trends in the area of sustainable forestry and advised on issues concerning carbon sequestration, biomass facilities and contracts, the BCAP, conservation easements, water resources, ecosystem services and community forests.

Owners and managers of  
millions of forestland acres are  
represented by Schwabe.

Schwabe  
WILLIAMSON & WYATT

Best Lawyers  
**BEST**  
LAW FIRMS  
A WORLD REPORT  
**U.S. News**  
TIMBER LAW - TIER 1  
NATIONAL  
2017

## Vast experience in the timber industry

With over a century of experience, Schwabe has worked on timber-related transactions and projects throughout the United States. Our clients include forest landowners, forest products manufacturers, and other industry participants who collectively own or manage millions of acres of forestland in the United States. Consistently ranked by *U.S. News-Best Lawyers* as one of the nation's top timber law practices, our Forest Products Group is one of the largest in the country.



Elizabeth E. Howard  
Industry Group Leader  
Forest Products & Agriculture  
503-796-2093  
ehoward@schwabe.com

Works on state and federal regulatory matters in the areas of water rights, water quality, endangered and threatened species, timber sales, and public lands.



Jamee B. Asher  
503-796-7465  
jasher@schwabe.com

Represents owners, managers, borrowers and lenders in commercial real estate transactions, including acquisitions, dispositions, leasing, easements and real estate-secured financing.



Carmen M. Calzacorta  
503-796-2994  
ccalzacorta@schwabe.com

Counsels business owners on how to maximize, capture and keep their businesses' wealth.



Janna A. Davydova  
503-796-2459  
jdavydova@schwabe.com

Advises TIMOs, regional timber companies, and a variety of other private and nonprofit forestland owners and operators regarding acquisitions, dispositions and management of timberlands and mill sites.



Gregory D. Fullem  
503-796-3736  
gfullem@schwabe.com

Handles diverse real estate matters, with a focus on forest products and timberlands transactions and large-scale conservation projects.



Dave A. Hepler  
503-796-2885  
dhepler@schwabe.com

Helps clients purchase, sell, lease and finance real property throughout Oregon and Washington.



Kirk Johansen  
503-796-2897  
kjohansen@schwabe.com

Devotes the majority of his practice to clients in the forest products industry. He has extensive experience representing owners of sawmills, veneer plants, LVL mills, plywood mills and timberlands.



Trevor A. Livingston  
503-796-7452  
tlivingston@schwabe.com

Counsels clients in a wide variety of commercial and finance transactions, including debt and equity securities offerings, asset sales and purchases, and mergers and acquisitions.



K.C. Safley  
503-796-2955  
ksafley@schwabe.com

Assists clients throughout Oregon with their transactional real estate needs and land use objectives.



Mark A. Stayer  
503-796-2992  
mstayer@schwabe.com

Represents timber investment management organizations and investors of commercial real estate in acquisitions, dispositions, conservation sales, conservation easements, and operational matters.





**GREGORY D. FULLEM**

Shareholder  
503-796-3736  
gfullem@schwabe.com

In 20 years of practice both in the United States and abroad, I have encountered no transactional issue so divisive that it could not be resolved through thoughtful, open-minded discussions.

**INDUSTRY FOCUS**

Natural Resources  
Real Estate and Construction

Greg Fullem has earned a reputation for excellence, thoroughness and diplomacy in helping clients address complex natural resources and environmental issues. He handles diverse real estate matters, with a focus on forest products and timberlands transactions and large scale conservation projects.

Clients rely on Greg's legal and industry knowledge for successful acquisitions and dispositions of real property (including commercial properties, farms and ranches), leasing transactions, access agreements, credit facilities, long-term timber and fiber supply agreements, "working forest" and other conservation easements, forest carbon transactions and numerous day-to-day land management operational issues. He represents timber investment management organizations, industrial timberland owners, lenders, land trusts and other non-profit entities, developers of biomass, geothermal and solar energy projects, commercial real estate developers, forest products manufacturers, ports and local governments.

**An appetite for complexity**

**EDUCATION**

Trinity College  
Bachelor of Arts degree (1989)

University of Innsbruck, Austria  
Certificate of Global Legal Issues  
(1993)

Willamette University College of  
Law  
Juris Doctor degree (1995)

**ADMISSIONS**

Oregon State Courts

Washington State Courts

Greg routinely acts as lead counsel on high-profile, complex transactions with intricate deal structures and issues, and relishes crafting creative documents and solutions. He focuses on crux issues in transactions and brings an insightful, measured approach to even the most perplexing problems.

#### **Industry commitment**

Greg is currently on the Board of Directors of the World Forestry Center, and is the lead Schwabe lawyer working on sustainable forestry, land stewardship and rural development issues out of the firm's office in Wallowa County, Oregon. He is the principal author of the "Forestland, Timber and Forest Products" chapter in the Oregon State Bar *Oregon Real Estate Deskbook*.

#### **International experience**

During a two-year hiatus from Schwabe, Greg served as legal counsel for the State of Koror, Republic of Palau in Micronesia. While in Palau, he drafted environmental, natural resources and other laws and regulations, and handled various real estate, marine and other natural resources matters. He also argued before the Supreme Court of the Republic of Palau and acted as general counsel for Koror State.

#### **EXPERIENCE**

- Represented a timber investment management company in the acquisition of 1.55 million acres of timberland located in Texas, Louisiana, Georgia and Alabama, involving approximately 1.38 million fee acres and approximately 175,000 acres of leasehold property.
- Served as lead counsel for a timber investment management company in the disposition of 111,967 acres of timberlands in Mendocino County, California and related rights and property.
- Served as real estate and natural resources counsel for North America's largest manufacturer of hardwood plywood and hardwood veneer products, which operates facilities throughout the United States and Canada.
- Counseled an Oregon port regarding its acquisition of a railroad, and the real estate, natural resources and financing aspects of its negotiations with the developer of a high-profile liquefied natural gas facility and related marine terminal.
- Represented a conservation entity that owns a 50,000 acre tract in the redwood region in California regarding its sale of a complex working forest conservation easement, and its subsequent verification and disposition of a significant volume of forest carbon credits under both the voluntary Climate Action Reserve carbon market and the economy-wide carbon cap-and-trade market in California administered by the California Environmental Protection Agency Air Resources Board.
- Advised the developer of a 205 MW, 89-turbine wind farm built on 9,500 acres near Goldendale, Washington. At the time, the project was the largest public power initiated wind project in the United States, developed in part by four consumer-owned Washington public utilities.
- Handled real estate and financing matters with respect to the development of a 22-megawatt geothermal plant in Neal Hot Springs in Eastern Oregon.

- Served as lead counsel on numerous large-scale conservation easement transactions in Oregon, Washington and California, on behalf of both land trusts and industrial timberland owners, including transactions involving Forest Legacy Program “working forest” conservation easements on the southern slopes of Mt. St. Helens in Skamania County, Washington, on the Olympic Peninsula in Washington State and in Humboldt County, California.
- Served as lead counsel for acquisition, funding and operational issues related to a small diameter log mill facility and accompanying integrated biomass energy campus in Wallowa, Oregon.
- Served as lead counsel on the development, finance and leasing of a 70,000 square foot office project in Northeast Portland, together with a public courtyard.
- Represented a timber investment management organization regarding its sale to a third-party commercial timberlands owner of approximately 176,000 acres of timberland interests comprised of fee, timber deeds, and leaseholds, located in upstate New York, Texas, Oklahoma, Arkansas, Alabama and Louisiana.

#### **AWARDS**

- Ranked for Environmental Lawyers in Oregon, Chambers USA (2017)

#### **NEWS**

2017 Chambers USA Rankings Give Schwabe High Marks  
Six practice areas and 20 attorneys singled out for excellence  
June 5, 2017

For the Third Year, Schwabe Sponsors Youth Leaders for Sustainability Camp  
September 15, 2011

#### **SEMINARS & SPEAKING ENGAGEMENTS**

Fall Session: Access, Easements, Rights-Of-Way And Timber Trespass: What Every Forest Manager Needs To Know  
September 20, 2017

Spring Session: Access, Easements, Rights-Of-Way And Timber Trespass: What Every Forest Manager Needs To Know  
May 25, 2017

## PUBLICATIONS

In the Field: Key Takeaways from the Bend Agricultural Event  
November 4, 2016

Principal Author, "Forestland, Timber and Forest Products," *Oregon Real Estate Deskbook*.

## COMMUNITY ACTIVITIES

- World Forestry Center, Board of Directors, Vice Chairman
- Pittock Mansion Society, Board of Directors, Former Member
- Pittock Mansion Society, Preservation Committee, Former Chair
- Oregon Sports Union, Inc., Board of Directors, Former Member
- Early Head Start Family Center of Portland, Board of Directors, Former Member
- East County Legal Clinic, Pro Bono Volunteer Attorney

## SERVICES

Acquisition and Disposition

Land Use and Entitlement

Real Estate



**JANNA A. DAVYDOVA**

Shareholder  
503-796-2459  
jdavydova@schwabe.com

Transactions are best structured when opposing lawyers approach the deal as a collaborative, rather than adversarial, process.

**INDUSTRY FOCUS**

Natural Resources  
Real Estate and Construction

Janna Davydova advises timber investment management organizations (TIMOs), regional timber companies, and a variety of other private and nonprofit forestland owners and operators regarding acquisitions, dispositions and management of timberlands and mill sites. She has worked on some of the most prominent forestland transactions of the last decade, involving millions of acres of timberlands throughout the United States. Drawing on her background in sustainable development, she has developed a particular focus on cutting-edge legal issues related to forest carbon transactions, conservation easements and sustainable forestry.

An experienced real estate transactional attorney, Janna routinely handles transactions involving the purchase, sale, leasing and financing of commercial real property and agricultural and farm property. She also handles a variety of mining transactions.

**EDUCATION**

University of Washington School of Law  
Juris Doctor, with honors (2006);  
*Washington Law Review*, Articles Editor

University of Washington School of Law  
LL.M. in Sustainable International Development (2002); *Pacific Rim and Policy Journal*, LLM Affiliate Member

Khabarovsk State Academy of Economics and Law  
LL.B. (2000)

Portland State University  
International Business Certificate, with distinction (2000)

**ADMISSIONS**

Oregon State and Federal Courts  
Courts of the Russian Federation  
Washington State Courts

## EXPERIENCE

- Advised major TIMOs in buying and selling of timberlands throughout the United States.
- Negotiated numerous road use and maintenance agreements, rights-of-way and easements, logging and hauling contracts, leases, access permits and licenses for various timberland owners in Oregon and Washington.
- Documented loans secured by manufacturing facilities and products for a major forest products manufacturer.
- Negotiated conservation easements for private landowners and land trusts.
- Advised timberland owners on forest carbon transactions and alternative revenue stream transactions (e.g., highest and best use sales, wind, solar and other energy projects).

## NEWS

Schwabe Announces Six New Shareholders  
April 21, 2015

For the Third Year, Schwabe Sponsors Youth Leaders for Sustainability Camp  
September 15, 2011

## SEMINARS & SPEAKING ENGAGEMENTS

Fall Session: Access, Easements, Rights-Of-Way And Timber Trespass: What Every Forest Manager Needs To Know  
September 20, 2017

Spring Session: Access, Easements, Rights-Of-Way And Timber Trespass: What Every Forest Manager Needs To Know  
May 25, 2017

## PUBLICATIONS

Dormant No More: Fracking Boom Causes States To Revisit Dormant Mineral Statutes  
*American Bar Association, Section of Environment, Energy, and Resources*, September 27, 2015

Dormant No More: Fracking Boom Causes States To Revisit Dormant Mineral Statutes  
*American Bar Association, Section of Environment, Energy, and Resources*, September 26, 2015

## COMMUNITY ACTIVITIES

- Oregon State Bar, Sustainable Future Section, Executive Committee Past Member (2012-2014)
- Oregon State Bar, Real Estate and Land Use Section, Member
- American Bar Association, Forest Resources Committee and Mining and Mineral Extraction Committee of the Section of Environment, Energy, and Resources, Member
- Oregon Forest Industries Council, Member
- Oregon Concrete and Aggregate Producers Association, Member
- Rocky Mountain Mineral Law Foundation, Member
- New Avenues for Youth, Past Member of the Ambassador Board (2008-2011)

## SERVICES

Acquisition and Disposition

Finance

International Business

Real Estate

## MUTUAL AID COOPERATIVE AGREEMENT

This Agreement is entered into, by and between Arch Cape Domestic Water Supply District (ACDWSD), and the Cannon View Park Inc. (CVP), a non-profit, mutual benefit corporation with members.

### WITNESSETH:

WHEREAS, parties to this agreement are responsible for their separate and independent domestic water supply systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs or contracts with personnel to provide service in the management, maintenance and operation of their respective domestic water supply systems;

WHEREAS, each entity may from time to time need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to assist each party's personnel and/or domestic water supply;

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the appointment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

WHEREAS, ACDWSD and CVP enter into this cooperative agreement, to carry out this joint effort and work,

**NOW THEREFORE**, the parties agree as follows;

- 1) The effective date is: 1 April 2018, or upon final signature, whichever is later. This agreement will continue until formally terminated.
- 2) Each party is independent with regard to the other party and agrees that no party has control over the work and the manner in which it is performed by the other party's personnel. Neither party is an agent or employee of any other. Accordingly, ACDWSD employees are covered under ACDWSD's workers' compensation coverage and CVP's contractors are covered under their own policies. Said personnel are not parties to this agreement and shall have no independent claim or recourse against the assisted party for their services.
- 3) Neither party, nor its employees or contractors, is entitled to participate in any pension plan, insurance, bonus, or similar benefits provided by the other party.
- 4) This Agreement may be terminated, with or without cause and at any time by either party by providing 30 days written notice of intent to the other party.
- 5) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 6) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, employees, and contractors, against all claims, demands, actions and suits (including all attorney fees



- and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 7) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
  - 8) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
  - 9) Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
  - 10) If confronted with a situation requiring personnel, equipment or material not available to it, either party may request assistance from the other which assistance is controlled by this Agreement. Upon receipt of such request, the assisting party shall take the following action:
    - a. Determine whether it has the personnel, equipment, or material available to respond to the request.
    - b. Determine what available personnel and equipment should be dispatched and/or what Material should be supplied.
    - c. Dispatch available and appropriate personnel and equipment to the location designated by the assisted party.
    - d. Provide appropriate access to the available material.
    - e. Advise the assisted party in the event all or some of the requested personnel, equipment, or material is not available.

#### 11) Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the assisting party, and provided to the assisted party as needed. Notwithstanding the termination provision of paragraph (10)(4) or compensation provision of paragraph (12) herein, in the event that the assisted party disputes the assisting party's documentation, the assisting party may terminate the requested assistance immediately and without additional notice to the assisted party.

#### 12) Compensation

It is hereby understood that the assisting party will be reimbursed by the assisted party for all labor, materials, equipment (including loss or damage to equipment), and other related expenses as applicable at the assisting party's cost plus overhead and administrative expense allowance of ten percent (10%). Compensation may include:

- a. Compensation for worker(s) at the employee or contractor's current pay structure, including call back, overtime, benefits, taxes, insurance and other burden.
- b. Compensation for equipment at assisting party's or contractor's reasonable rates.
- c. Compensation for materials at assisting party's cost. Materials may be replaced at assisted party's discretion in lieu of cash payment upon approval by the assisting party for such replacement.
- d. Within 30 days after presentation of bills by the assisting party entitled to compensation under this section, the assisted party will either pay or make mutually acceptable arrangements for payment.

- e. In situations when costs are shared for the execution of joint projects or work, each party will be responsible for the costs equitably distributed in proportion to the benefit.

13) The parties agree to share utility information regarding capacities and regulatory limits,. Confidential and sensitive information and vulnerability assessments are excluded from the agreement.

14) Either party may request the other to participate in the implementation of joint efforts of system maintenance when such joint efforts may result in reduced cost to both parties.

(15) Emergency Water Supply

The parties shall supply each other with water in the event of a major, substantial disruption of water supply as a result of earthquake, flood, fire, or other catastrophic event to the respective water systems. Water shall be provided only in the case that it does not interfere with the domestic water supply and fire suppression requirements of the providing party. In the event that emergency water is supplied, the amount of water and cost shall be determined at the current established rate of the providing party, and charged to the receiving party on a per customer basis. Individual residence water use would be determined by reading the customers' meters at the beginning of, and at the end of, the supply of domestic water from the providing party.

(16) Additional Terms

This terms and provisions are intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement shall remain in effect and shall continue until formally terminated upon the request of either party. Either party may terminate its participation in this Agreement as hereinabove provided in paragraphs (4) and (11) Termination will not affect a party's obligation for payment arising prior to the termination of this Agreement. This Agreement is not intended to be exclusive among the parties. Either party may enter into separate cooperative assistance of mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

**Contact Information**

The technical points of contact regarding this statement of work are as follows:

Phil Chick  
District Manager  
Arch Cape Domestic Water Supply District  
32065 East Shingle Mill Lane  
Arch Cape OR 97102  
Phone: (503) 436-2790  
Mobile: (503) 739-2383  
Email: philchickacutil@gmail.com

Richard Gibson  
President  
Cannon View Park, Inc.  
1000 NW Greenleaf Rd  
Portland OR 97229  
Mobile: (503) 313-7837  
Email: richard.gibson@comcast.net

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Signature/Date

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Signature/Date

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
RESOLUTION 18-01 WD  
MULTIPLE SERVICE CONNECTIONS TO  
ACDWSD COMMERCIAL CUSTOMERS**

**Whereas**, each ACDWSD water supply connection provides for a base use of five thousand (5,000) gallons of water per month before excess water usage charges are assessed, which base use represents the monthly water demand of a single family residential unit, known as an Equivalent Dwelling Unit (EDU); and,

**Whereas**, the ACDWSD recognizes that commercially zoned properties may have water supply needs that require a different water supply infrastructure, including one (1) inch meter connections and/or the purchase of multiple EDUs; and,

**Whereas**, the ACDWSD further stipulates that:

- (1) It has available both three-quarter (3/4") meter connections and one (1") inch meter connections at the then existing System Development Charge (SDC) established and adjusted from time to time by the ACDWSD, for the specific connection size; and,
- (2) The water flow through a one (1") inch meter connection is approximately two and one-half (2.5) times that of a three-quarter (3/4") inch connection; and
- (3) The water rates for base water use [one (1) EDU] charged to ACDWSD customers, domestic and commercial, are different depending upon the meter size connection of three quarter (3/4") inch or one (1") inch;
- (4) Water rates are established, reviewed and adjusted from time to time by the ACDWSD.

**NOW, THEREFORE,** be it resolved by the Arch Cape Domestic Water Supply District:

**THAT,** it is within the sole power of the ACDWSD to grant or deny the purchase of multiple commercial connections, based upon its judgment about various relevant factors including, but not limited to, water supply, storage capacity, projected customer growth, treatment capacity; and,

**THAT,** ACDWSD commercial customers wanting to upgrade all of their existing connections from three quarter (3/4") inch to one (1") inch may apply to the ACDWSD to do so, and if approved, by paying the District the difference in SDC charges then existing between a one (1") inch connection and a three quarter (3/4") inch connection, in addition to any new service connections; and

**THAT,** any and all ACDSWD connections serving a commercial customer must be the same size, including but not limited to situations where a commercial customer has multiple tenants or water users.

Adopted and signed this \_\_\_\_ day of \_\_\_\_\_ 2018.

Virginia Birkby, President

Attest \_\_\_\_\_

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

That Agreement dated June 13, 2014 between Arch Cape Sanitary District (ACSD) and Arch Cape Domestic Water Supply District, (ACDWSD) attached hereto as Attachment A, is amended this \_\_\_\_ day of \_\_\_\_\_, to provide as follows to for purchase and use of a new truck.

WHEREAS, ACDWSD, provides the employees and equipment for maintaining and administering the ACSD, and

WHEREAS, the ACDWSD needs a new truck, and ACSD desires to contribute to the cost of the truck, as it will allow staff to better service and maintain the ACSD's system.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein set forth, the parties hereto agree to amend their Agreement as follows:

1. Contribution to Funds for Truck. ACSD will contribute \$\_\_\_\_\_ to the cost of purchasing a truck, said contribution based upon the provisions of the Intergovernmental Agreement between the Districts. The truck will be purchased, insured, and owned by ACDWSD, but used for the benefit of both Districts according to the terms of the existing Intergovernmental Agreement between the Districts.

ARCH CAPE SANITARY DISTRICT

ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT

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

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

Proposed Budget Schedule for FY 2018-19 Budget Committee Meetings  
Arch Cape Water and Sanitary Districts

**Regular Board Meetings March 16<sup>th</sup>:**

Appointment of Committee Members  
Determination of Terms

**April 20<sup>th</sup> 4pm Budget Committee:**

Election of Budget Chair  
Appoint Budget Officer  
Publishing of Budget Message  
Present Proposed Budgets and Long Range Financial Plans (LRFP's)

**May 4<sup>th</sup> 4pm: Budget Committee:**

Continue budget review and development

**May 18<sup>th</sup> 4pm Budget Committee:**

Establish budget approval from budget committee.  
Hold Budget Hearing and submit budgets to Districts Boards at regular meeting

**May 18<sup>th</sup> 6pm: WD and SD Regular Meetings:**

Boards hold Public Hearing for budget appropriation and approve budget by Board Resolution  
Hold Public Hearing and enact a proposed resolution with rate changes effective July 1, 2018 if the Board determines such changes advisable.

2018 Arch Cape Domestic Water Supply District Budget Committee		
Board	Community	Term
1. Debra Birkby		
2. Virginia Birkby		
3. Ron Schiffman		
4. Dan Seifer		
5. Linda Murray		
OPEN POSITION	1.	2016-2019
	2. Richard D'Onofrio	2017-2020
OPEN/EXPIRED POSITION	3.	2014-2017
EXPIRED	4. Diane Matson	2014-2017
	5. Catherine D'Onofrio	2015-2018

2018 Arch Cape Sanitary District Budget Committee		
Board	Community	Term
1. Debra Birkby		
2. Virginia Birkby		
3. Ron Schiffman		
4. Casey Short		
5. Darr Tindall		
	1. Richard D'Onofrio	2017-2020
	2. Catherine D'Onofrio	2015-2018
EXPIRED	3. Diane Matson	2014-2017
OPEN POSITION	4.	2016-2019
OPEN/EXPIRED POSITION	5.	2014-2017

Appeal Request Form  
Arch Cape Water and Sanitary Districts  
32065 East Shingle Mill Lane  
Arch Cape, OR 97102  
503-436-2790

NOTE: Dwelling Leak, Irrigation Leak, and Billing Appeal Policies for the Water and Sanitary Districts may be found at [www.archcape.com](http://www.archcape.com) 'Utility Districts' page

Name: Starfish LLC c/o Robert Sacks

Mailing Address: 1532 SW Morrison St. #1000 Portland, OR 97205

Property Address: 79988 Pacific Arch Cape, OR 97102

Contact Info (phone/email) hobsacks@aol.com 503-975-6923

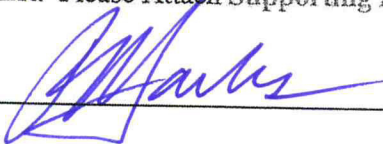
Date(s) of charge you are appealing: Sept - Nov. 2017

Please describe in detail the reason for your appeal:

SEE ATTACHED

Water

REMINDER: Please Attach Supporting Documents (plumbing repair receipts, etc.)

Signature: 

Date: 1-17-18



There was HUGE water consumption shown on this account between October 1-6, 2017. I believe that this was a meter glitch and not actual consumption. I am attaching an email from our rental manager detailing that the house was cleaned and inspected on October first and second and again on October sixth. NO water was being used other than for typical housecleaning on those dates, and NO leaks or running fixtures were noted. Between those dates the house was unoccupied. No relevant repair was performed. A faucet handle was tightened in August and other than that no plumbing repairs were done. Nevertheless consumption, according to the meter, returned to normal after the 6<sup>th</sup>. This just does not make sense.

I have owned this home for twenty-five years and have been a faithful customer. I always pay water/sewer bills in full and on time. I would VERY much appreciate a waiver of the excess charges as I honestly believe that there was no excess usage during the relevant period of time.

**From:** Phil Chick <philchickacutil@gmail.com>

**To:** bobsacks <bobsacks@aol.com>

**Subject:** appeal process for October 2017 Water Usage

**Date:** Fri, Jan 5, 2018 3:52 pm

**Attachments:** Billing Appeal Request Form.pdf (361K), POLICY\_16-04\_SD\_Billing\_Appeal.pdf (927K), POLICY\_16-06\_WD\_Billing\_Appeal.pdf (951K), POLICY\_17-02\_SD\_Dwelling\_Leak.pdf (486K), POLICY\_17-02\_WD\_Dwelling\_Leak.pdf (680K)

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Hello Bob,

I have attached several documents for your reference. Our next Board of Directors meeting is Friday January 19th at 6pm.

If you are disputing both your water and sanitary bill, please fill out separate appeal forms for each district.

In answer to your question: No, you need not pay the portion of the bill being disputed -- only the standard charges for now.

I will talk to you next week.

Thank you  
Phil

--

***Phil Chick***

***District Manager***

***Arch Cape Water and Sanitary Districts***

32065 East Shingle Mill Ln.

Arch Cape, OR 97102

503-436-2790

**From:** Eli Anderson <eli.anderson@vacasa.com>  
**To:** Robert Sacks <bobsacks@aol.com>  
**Subject:** Re: WATER!!!!!!!!!!!!!!  
**Date:** Wed, Dec 13, 2017 12:35 pm

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Hello Robert,

I just spoke to Phil at Arch Cape Water District. Their data shows usage at 4 gallons / minute from October 1st - 6th. Guest checked out on 10/1 and our housekeeper was there at 11 a.m. on 10/1 and 10/2. Then we inspected the home prior to "owner hold" 10/6. Neither team members noticed or reported anything during the vacant period. I looked at the guest reservation notes and nothing came via any of the post stay surveys.

Phil did mention that the meter is digital and that he "could of possibly sent you a notice that their was a leak?"

The only faucet repair was the handle in the green bathroom. I don't think that was a leak though.

Let me know how I can help?

On Wed, Dec 13, 2017 at 11:22 AM, Robert Sacks <[bobsacks@aol.com](mailto:bobsacks@aol.com)> wrote:

We just received a water/sewer bill for \$5,000!!!!!!! This is about 10X normal. Can you arrange a plumber or other right away to see if there is some kind of leak. Thanks.....The high usage was WAY up in Oct. Did you have any leaks fixed or anything?

Sent from [Mail](#) for Windows 10

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**From:** [Eli Anderson](#)  
**Sent:** Thursday, November 30, 2017 10:46 AM  
**To:** [robert sacks](#)  
**Subject:** Re: FIREWOOD

To me.

On Nov 30, 2017 10:38 AM, "Robert Sacks" <[bobsacks@aol.com](mailto:bobsacks@aol.com)> wrote:

**M & F Plumbing, LLC**  
 770 Ave A  
 Seaside, OR 97138  
 (503) 738-8966  
 CCB# 156840

# Invoice

<u>Date</u>	<u>Invoice</u>
8/4/2017	29654

Please reference invoice number with payment.

Vacasa Properties  
 \*\*E-Mail Only\*\*

**TERMS: DUE UPON RECEIPT**  
 9% APR interest charged after 30 days.  
 We accept Visa, MasterCard and American Express

<u>Technician(s)</u>		<u>Date(s) of Service</u>	<u>Job Site Address</u>	
Scott		8/4/2017	79988 Pacific Road, Arch Cape	
Item	Qty	Description	Rate	Amount
Scott	2.5	Hour(s) - Apprentice Plumber  Tightened kitchen spout and replaced screw on lav, cold.	90.00	225.00

*Thank for using M & F Plumbing, LLC.  
 Have a nice day.*

mfplumbingsam@theoregonshore.com

<b>Total</b>	<b>\$225.00</b>
Payments/Credits	\$0.00
<b>BALANCE DUE</b>	<b>\$225.00</b>

ARCH CAPE WATER DISTRICT

32065 East Shingle Mill Lane  
Arch Cape, OR 97102

Invoice

INVOICE DATE	DUE DATE	DELINQUENT	INVOICE #
12/19/2017	1/19/2018	1/31/2018	21915

THANK YOU for providing the INVOICE # on your check or reference portion of your online banking bill pay disbursement

BILL TO
Starfish LLC 1532 SW Morrison # 1000 Portland, OR 97205 Acct. # 2040



Have an irrigation system?  
Annual reports are due by  
May 1st! Forms available  
at [www.archcape.com](http://www.archcape.com)

Arch Cape Service Address	Account #
* 79988 Pacific	2040

Quarterly Water Bill				AMOUNT
Quarterly Water Bill: Jan thru Mar 2018 1 Sep-30 Sep Gallons Used 8720    1 Oct-31 Oct Gallons Used 33220    1 Nov-30 Nov Gallons Used 9580				121.00
Excess Usage Amount: September 2017 thru November 2017				2,312.75
Debt Service: Water Plant Upgrade \$19				19.00
Bills are due 30 days past the invoice date and are delinquent in 50 days and subject to service shut off. Monthly service charge on all late bills which are 60 days past the invoice date is 2% or \$5.00, whichever is greater.				
Please remit separate checks for Water and Sanitary Districts. For water bills, make checks payable to Arch Cape Water District.				
Water and Sanitary checks may be sent in one envelope to:				
Arch Cape Water & Sanitary Districts 32065 East Shingle Mill Lane Arch Cape, OR 97102				
Excess usage charges apply after 5,000 gallons per month of usage:				
	Usage	Price per 100 gallons	Amount	Cumulative
Tier 1	5,001 - 8,000 gallons	\$2.25	\$7.50	\$7.50
Tier 2	8,001 - 12,000 gallons	\$3.75	\$30.00	\$37.50
Tier 3	12,001 - 16,000 gallons	\$5.00	\$200.00	\$237.50
Tier 4	16,001 - 25,000 gallons	\$9.00	\$810.00	\$1,047.50
Tier 5	25,001 and up	\$15.00		

Phil  
Chick  
503  
436-2790  
~~503~~

The Public is invited to attend Regular Board of Director Meetings taking place every 3rd Friday of each month : 6:00pm at the Arch Cape Fire Hall - 79279 Hwy 101	<b>Total</b>	\$2,452.75
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**PATRICK G. CARNEY, CPA, P.C.**  
CERTIFIED PUBLIC ACCOUNTANT

Phone: (503) 624-9204  
Fax : (503) 624-9275

14535 Westlake Drive, Suite A-1  
Lake Oswego, OR 97035

January 21, 2018

Arch Cape Domestic Water Supply District  
32065 East Shingle Mill Lane  
Arch Cape, OR 97102

Re: Auditor change for the 2017-2018 fiscal year

Dear Board of Directors:

For every year since 1985 I have worked on performing municipal audits of Special Districts in the State of Oregon. In 1994, I started my own public accounting practice as a sole practitioner CPA involved with income tax preparation and performing municipal audits which was similar to the work I did previously as an employee of a CPA firm from 1985 to 1994.

The number of deadlines involved in both the income tax and municipal audit areas has become burdensome. Extended corporation income tax returns are due September 15<sup>th</sup> and extended individual income tax returns are due October 15<sup>th</sup>. As a sole practitioner, my time has been committed to meeting the income tax return deadlines and the municipal audit work is dealt with once the income tax return deadlines have been met. Once I am past the October 15<sup>th</sup> extended income tax return deadline, I have 2 ½ months to complete my municipal audit engagements before the December 31<sup>st</sup> audit deadline. My increasing volume of tax return engagements has compressed the amount of time I have available for municipal audit work. It has become increasingly difficult to complete my audit engagements prior to the December 31<sup>st</sup> State deadline and also to avoid having the municipal audit work spilling over into the income tax return preparation season workload.

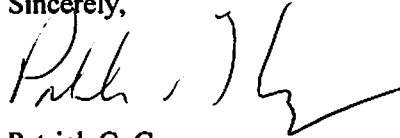
This year was made more difficult, prior to Christmas, Congress passed the new tax act which generated a lot of questions from my tax clients. As I was focused on completing municipal audit engagements prior to the December 31 deadline, I had additional demands on my time from tax clients prior to December 31<sup>st</sup>. The number of deadlines involved with the preparation of income tax returns and the municipal audits has combined to create a very busy season that currently extends from September to April. This extended busy season is onerous for a sole practitioner CPA and I can no longer do both tax and audit work.

The Oregon Board of Accountancy and myself have entered into a Settlement Agreement and Stipulated Final Order. While the Findings of Fact contains some erroneous information, that I have agreed to, I am in favor of the stipulated final order and I desire to shorten the length of my busy season. The result is that I will be a tax CPA and no longer a municipal auditor.

As result of this timely information you may want to consider going out for a request for proposal for your 2017-2018 audit engagement before you get too far along in the upcoming year's budget process. I can provide you with a list of municipal auditors who may offer you a proposal for municipal audit services in order to facilitate a smooth transition to a successor auditor.

I appreciate the privilege you have offered me over the years and I thank you for the opportunity to have been of service to the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick G. Carney", with a long horizontal flourish extending to the right.

Patrick G. Carney

Manager Report February 16, 2018

**WATER:**

Work has been mainly focused on standard operations and maintenance during the last month. Meter accuracy testing has been completed. Annually testing 10% of all water meters is a component of the District's Water Management and Conservation Plan. All meters tested were operating correctly.

Staff discovered and repaired a service line leak on Maxwell Lane. The meter is in a swampy area and is believed to have gone undetected for quite a while. Bob McEwan Construction's vactor was used to excavate and drain down the area for the repair.

We have heard back from the Oregon Health Authority that it is possible to have well setbacks reduced, contingent upon well characteristics, which will be determined after completion of a test well at the Water Treatment Plant site. I have been in contact with District engineer, Curt McLeod, so that we may finalize a site and arrange for a well driller to drill the test hole.

Reminder notices to have irrigation reports submitted to the office by May 1<sup>st</sup> have been mailed out to customers with backflow devices, and a reminder has also been included in the latest edition of the Tunnel Echoes. A reminder will also be printed on all water and sanitary billing statements in March

**MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS**

**January 2018**

Total Hours	<b>368.00</b>	<b>173.00</b>	<b>195.00</b>
Percentage Split		<b>47%</b>	<b>53%</b>
Total Accounts	<b>627</b>	<b>288</b>	<b>339</b>
Percentage Split		<b>46%</b>	<b>54%</b>