



# Board Meetings

**ARCH CAPE WATER & SANITARY DISTRICTS**  
**32065 E. Shingle Mill Lane, Arch Cape, OR 97102**  
**(503) 436-2790**

**THE PUBLIC IS INVITED, IF THEY WISH,  
TO ATTEND IN PERSON:  
THE FIRE HALL, 72979 US 101,  
ARCH CAPE  
BY TELEPHONE OR ZOOM LINK:**

To Join the **Zoom Video Meeting** paste the following in your browser address window:

[Board Meeting Zoom Link](#)

<b>Call:</b>	<b>669-900-6833</b>
<b>Meeting ID:</b>	<b>824 5089 8403</b>
<b>Meeting Passcode:</b>	<b>None Required</b>
<b>Assistance:</b>	<b>503-812-7578</b>
<b>Date:</b>	<b>Thursday, 20 July 2023</b>
<b>Time:</b>	<b>6:00 PM for Board Meetings</b>

**The Sanitary District Board Meeting will be held first, followed by Domestic Water Supply District Meeting.**

**Agenda will be posted in Board Packet on the Website under “Governance – Meetings – 2023”**

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS MEETING**

Arch Cape Fire Hall 79729 Hwy 101

Thursday July 20, 2023

Following the Sanitary Board of Commissioners Meeting  
Arch Cape Board of Directors is inviting you to a scheduled Zoom meeting.

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjlzdFgrZFZOaFlxNlZxSndwQT09>

Meeting ID: 873 6975 9588

Passcode: 411502

Phone Call: 1 253 205 0468 US

- I. Call to Order** Chris Mastrandrea, Commissioner #3
- II. Swear in Board Members** Matt Gardner, District Manager
- III. Public Comments** Chris
- IV. Agenda Approval** Chris
- V. Consent Agenda (Action)**
- A. Accept June Budget and Finance Reports**
  - B. Authorize Payment of Accounts**
  - C. Accept Correspondence Requiring No Action**
- VI. Appoint Board Member Position #2 / Swear in (Action)** Chris
- VII. Election of Officers & Check Signers (Action)** Chris
- VIII. Old Business – Arch Cape Watershed**
- 1. Collaborative Projects, Access & Recreation (Action)** Board Chair
    - Acknowledge completion of District involvement in NCLC, National Parks Service projects
    - Next steps with Public Access and Recreation Policy for Arch Cape Watershed
  - 2. Forest Management – Road Project, Committees & Staffing (Action)** Board Chair
    - Reconstitute Forest Management Committee (resolution 23-07 WD) and appoint members
    - Reconvene Finance committee (Resolution 24-07 WD) and appoint members
    - Contracting process for Project Manager
- IX. New Business**
- Board Oversight (Action)** Board Chair
- Transition District Manager responsibility for the Watershed
  - Community outreach and engagement
- X. Reports (Information)**

- A. Accounts Receivable Report**
- B. Staff Report and Correspondence for Action**
- C. Board Members' Comments and Reports**

Teri  
Matt

**XI. June Agenda Items (Action)**

Board Chair

**XII. Public Comment**

Board Chair

**XIII. Adjournment**

Board Chair

**Arch Cape Domestic Water Supply District Board  
APPLICATION**

Date 7/5/23

Applicant Name Bob Cerelli

Mailing Address 31897 Maxwell Ln

Arch Cape, 97102

Residence Address Same

I am a registered voter in Arch Cape

Contact Telephone 503 717-3065

Email BobwCerelli@gmail.com

Position(s) Applied for:

Arch Cape Domestic Water Supply District Board - POSITION 2

Signature

Bob Cerelli

**PLEASE COMPLETE BOTH PAGES OF THIS APPLICATION,  
AND USE ADDITIONAL SPACE IF NEEDED**

**APPLICATION IS DUE July 10, 23**

Arch Cape Domestic Water Supply and Sanitary Districts  
32065 E. Shingle Mill Lane, Arch Cape, OR 97102  
MattGardnerACUtil@gmail.com: 503-436-2790

Describe your background (relevant experience, education, training, etc.)

Elected sewer and water boards Arch Cape

sewer BOARD Pres.

Appointed advisory committee forest management

served on forest Public Access committee

12 yrs Cannon Beach Fire Board

4 yrs Pres Cannon Beach Fire Board

Describe your interest in serving on the Arch Cape Special District Board(s).

Long time knowledge of sewer and water facilities, what it takes to have them run efficiently

**OATH OF OFFICE**

State of Oregon     )  
County of Clatsop    )

**I, \_\_\_\_\_, on oath and depose and say: That I will obey and support the Constitution and Laws of the State of Oregon, and that I will perform the duties of Director, Position \_\_\_\_, Arch Cape Water District, Clatsop County, Oregon, in the manner provided by law and to the best of my ability, so help me God.**

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
District Authority



# **Arch Cape Domestic Water Supply District**

**This POLICY 21-01 WD Board Officers replaces POLICY 13-01 WD Board Officers**

## **Election of Officers**

The Board of Commissioners shall elect from its membership a President, A Vice President, and a Treasurer. The Board shall also appoint a Secretary who need not be a member of the Board. The Officers shall be elected by majority of the Commissioners voting at said election. The election of the Officers shall be conducted during the annual organization meeting; the first regular meeting of the fiscal year when necessary.

## **Duties of the President**

The President shall serve as the Chairperson of the Board, prepare agendas with the District Manager, preside at all meetings, guide, and facilitate the functions of the Board. Except as otherwise authorized, the President shall sign all contracts, warrants, and other instruments on behalf of the District. The President shall affix the District's seal, if available, to and attest all contracts and instruments authorized to be executed by the Board.

## **Duties of the Vice President**

At the request of the President or in the absence of the President, the Vice President shall perform the functions of the President.

## **Duties of the Treasurer**

The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in permanent records. The Treasurer and District Manager shall sign all checks unless not available for a period of five days or more; in which case signature of the Board President and the District Manager suffice. The Treasurer shall reconcile monthly account with bank statement.

## **Duties of the Secretary**

The Secretary shall keep the records, record minutes of meetings of the Board and votes taken at such meetings shall compose a record of the proceedings of the Board and insure that the record of the meeting is filed in the District business office and shall perform all duties incident to that office.

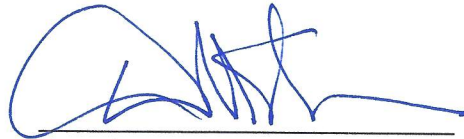
## Arch Cape Domestic Water Supply District

This POLICY 21-01 WD Board Officers replaces POLICY 13-01 WD Board Officers

### Terms of Office

The term for each elected officer shall be for two [2] fiscal years or until a replacement is elected. No member of the Board of Directors may hold more than two [2] consecutive terms in the same office (for a maximum of four [4] consecutive years). The Secretary shall serve under contract as approved by the Board until succeeded by another appointed individual.

Approved by vote of the Board June 18, 2021



Dan Seifer, President



Attest Steve Hill, Secretary



**TO: ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT BOARD**  
**FROM: ARCH CAPE FOREST MANAGEMENT COMMITTEE / FORESTER**  
**SUBJECT MEMO: 2023 / 2024 Budget, Road Assessment, RFP for Road Projects Engineering / Oversight**  
**DATE: July 13, 2023**

### Discussion / Analysis

The Arch Cape Forest Management Committee and Forester have completed an initial 1-year forest budget and are continuing work on a 5–50-year financial plan. The 1-year budget is dominated by the road projects, which will be funded by the ARPA funds and a Drinking Water Source Protection (DWSP) grant. The prioritization and plan for the projects is derived from the Ecological Road Assessment, which was completed by Springboard Forestry with funding from the Oregon Watershed Enhancement Board and support from many committed partners.

The Ecological Road Assessment recommends 5 priority projects, 5.62 miles of road decommissioning, and ongoing maintenance of 8.2 miles of roads. 3.1 miles of road are either already abandoned or can be abandoned with no decommissioning. A 6<sup>th</sup> project was evaluated in the Ecological Road Assessment but has not been included in the current work plan. Details on all of the projects can be found in the road assessment(attached).

The road projects and decommissioning are all designed with the primary objective of protecting source water. Four of the five projects fall within the Drinking Water Source Area, and the fifth project is essential for access from the wastewater treatment plant to the irrigation site / southern half of the property. In addition, \$30,000 is available from the DWSP grant for adding surface rock to roads that will be maintained within the DWSA, which will have direct source water protection benefits. The extent of road decommissioning and abandonment would be the same either under a “no harvest” or “watershed stewardship” management scenario – only under a maximized revenue scenario would additional roads be maintained. It would be in direct contradiction with the objectives of purchasing and protecting the DWSA to either select this type of management or retain the full road system.

The Ecological Road Assessment identifies roads for maintenance, abandonment, or decommissioning, as well as the five proposed projects. These projects need additional design and project management prior to circulating a request for proposals. To oversee these projects, it is proposed that the Arch Cape Domestic Water Supply District will need to engage a road engineer or experienced forestry engineer to work with the forester to A) develop the scopes of work for each project B) solicit and evaluate bids and C) oversee the road project work. This individual would overlap with the forester until December 31, 2023, and then take over all responsibility for road project management beginning in 2024. Unless the board elects a maximum harvest scenario, the water district will require the services of a forestry / road engineer, and not those of a forester, through calendar year 2024. The cost of the road engineer has been budgeted for under the ARPA project management line.

## **Budget**

A full year-1 budget is attached to this packet. These costs are initial estimates and the final bid amounts will differ from these estimates. The budget includes the 5 priority projects, removal of all culverts from decommissioned roads, and will utilize all of the remaining budget to stabilize decommissioned road surfaces, with an emphasis on road decommissioning in the core of the DWSA. The intent of these projects is A) to protect source water and B) to decrease the carrying cost of owning the forest.

Road decommissioning costs range from relatively low (under \$20,000 / mile) to well over \$100,000 / mile, depending on site, ecological sensitivities, and desired outcome. The need for road decommissioning funding exceeds the available funding from ARPA. Accordingly, the final budget will need to fit within the available ARPA funding by constraining the extent of road decommissioning. It is believed that all roads planned for decommissioning may be decommissioned within the proposed budget, but that the level of decommissioning may be lower on some roads than others – eg water bars and culverts rather than full slope reconstruction. The priority should be a high level of decommissioning inside of the DWSA.

An initial \$45,000 is set aside for road project oversight in the proposed budget. This is included in the “project management” line item of the ARPA funding in the attached budget. An amendment will be required from Business OR and signed by the ACWD board to move these funds from pre-commercial thinning into project management (both existing approved categories). The RFP and draft Contract / Scope would also require review by Business OR prior to circulation to comply with ARPA requirements. It is recommended to also receive a legal review of the contract / scope.

## **Recommendation**

The Arch Cape Forest Management reviewed and provided email support for the proposed year-1 budget, the preliminary 50-year financial model, the Ecological Road Assessment, and the RFP for road project management consulting services via email but was unable to meet prior to board material submission. The forester recommends soliciting proposals for forest road engineering and project oversight, following Business OR and legal review, and proceeding with an ARPA budget amendment. The proposed budget for these services is \$45,000 and a draft RFP, and scope / contract is attached to this memo.

Submitted by: Ben Hayes, Forester.

## **Attachments:**

Arch Cape Forest Year-1 Budget  
Ecological Road Assessment (Arch Cape Portion)  
RFP Forest Road Project Oversight  
Contract and Scope for Forest Road Project Management

# ACF - YEAR 1 BUDGET

Calendar Year	2023
Operating year	1

## INCOME

Grants (ARPA)	\$	928,463.91	Remaining ARPA funding for construction, project mgmt, thinning, finance, legal fees
Grants (Other)	\$	30,000.00	DSWP - designated for road rock
Interest	\$	14,746.91	Estimated from the pooled fund yield
Harvest Revenue	\$	-	
Other			
<b>TOTAL INCOME</b>	<b>\$</b>	<b>973,210.82</b>	

## EXPENSES

Insurance	\$	-	
ODF Fire Assessment	\$	(2,335.00)	
ACWD Staff	\$	(13,104.00)	
Consulting Forester (specific to non-ARPA tasks)	\$	(48,875.00)	*remaining Springboard
Finance and Management	\$	(6,000.00)	*Includes remaining SNW, RFP for road project design and oversight
Project Mgmt (includes forester for ARPA)	\$	(72,944.91)	
Legal Fees	\$	(7,500.00)	
Audit	\$	(10,000.00)	
Inventory	\$	-	
Mgmt Planning			
Certification	\$	-	*THIS NUMBER HAS PROJECT 6 REMOVED **This includes the 83k Nygaard Road Maint contract minus 8085 invoiced in 2022 FY
Road Maintenance (construction)	\$	(708,680.88)	
Road Rock	\$	(30,000.00)	*DD Forestry Contract total is 85228 minus acres invoiced in 2022 FY
Pre-Commercial Thinning	\$	(70,489.00)	
Signs / Misc	\$	(500.00)	
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>(970,428.79)</b>	*includes Signs / Misc, PCT, Road Maint, Project Mgmt, Finance and Mgmt, and ACWD staff)
<b>ARPA Eligible Expenses</b>	<b>\$</b>	<b>(928,093.79)</b>	
<b>Unutilized ARPA</b>	<b>\$</b>	<b>370.12</b>	
<b>OPERATING CASH FLOW</b>	<b>\$</b>	<b>2,411.91</b>	
<b>FUND BALANCE</b>	<b>\$</b>	<b>411,514.91</b>	

<u>Activity</u>	<u>Approved Budget</u>	<u>Prior Disbursements</u>	<u>Current Request</u>	<u>Remaining</u>	<u>Under Contract</u>	<u>PROPOSED ARPA AMENDED AMOUNTS (THIS COVERS THE E</u>	<u>NOTES</u>
Project Mgmt	\$ 75,682.00	\$ 19,898.00	\$ 27,839.09	\$ 27,944.91	\$ 75,682.00	\$ 133,786.00	*SNW, Road Project Mgmt, ACWD Staff Time
Finance Mgmt	\$ 6,000.00	\$ 4,000.00	\$ 2,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	for 22/23 and 23/24 FY (6k each year)
Construction	\$ 692,878.00	\$ 8,085.00	\$ 8,085.00	\$ 684,793.00	\$ 83,979.20	\$ 717,636.00	
Legal Fees	\$ 7,500.00			\$ 7,500.00		\$ 7,500.00	
Forestry Consultant	\$ 98,000.00	\$ 22,971.00	\$ 26,154.00	\$ 48,875.00	\$ 98,000.00	\$ 98,000.00	
Land Acquisition	\$ 940,000.00	\$ 940,000.00		\$ -	\$ 940,000.00	\$ 940,000.00	
Land Maint + Repair (PCT)	\$ 174,090.00		\$ 14,739.00	\$ 159,351.00	\$ 85,228.00	\$ 85,228.00	*We will need to move \$88,862 out of Land Maint and Repair with \$58,104 going to project management and (\$30,758) going to construction
Conservation Planning	\$ 5,850.00		\$ 5,850.00	\$ -	\$ 5,850.00	\$ 5,850.00	
<b>Total</b>	<b>\$ 2,000,000.00</b>	<b>\$ 986,869.00</b>	<b>\$ 84,667.09</b>	<b>\$ 928,463.91</b>	<b>\$ 1,300,739.20</b>	<b>\$ 2,000,000.00</b>	
				ARPA remaining not ur	\$ 699,260.80		

\* THE NUMBERS IN A-E COME FROM THE EOY 2022-2023 FY BUSINESS OREGON DISBURSEMENT REQUEST

# ARCH CAPE FOREST YEAR 1 SPECIFIC ROAD PROJECTS

Project 1	Quantity	Cost	
Excavator (small)	10	\$	1,450.00
Excavator (large)	30	\$	5,100.00
Dump Truck	40	\$	4,200.00
Roller	5	\$	575.00
Grader	0	\$	-
Other Materials (eg culverts)	36	\$	1,753.20
Rock / yd (including trucking)	1009.544	\$	36,343.58
<b>TOTAL</b>		\$	<b>49,421.78</b>

\*INCLUDES ROCK FOR HP MAINLINE FROM GATE TO PROPERTY LINE / DWSA with 4" LIFT 12' WIDE

Project 2	Quantity	Cost	
Excavator (small)	20	\$	2,900.00
Excavator (large)	80	\$	13,600.00
Dump Truck	80	\$	8,400.00
Roller	3	\$	345.00
Grader	0	\$	-
Other Materials (eg culverts)	1	\$	500.00
Other Labor	40	\$	3,000.00
Rock / yd (including trucking)	103.6	\$	3,729.60
<b>TOTAL</b>		\$	<b>32,474.60</b>

Project 3	Quantity	Cost	
Excavator (small)	20	\$	2,900.00
Excavator (large)	80	\$	13,600.00
Dump Truck	80	\$	8,400.00
Roller	0	\$	-
Grader	0	\$	-
Culvert Disposal	2	\$	200.00
Other Materials (plants + bridge)	600	\$	5,510.00
Other Labor	80	\$	6,000.00



Rock / yd (including trucking)	24	\$	864.00
<b>TOTAL</b>		\$	<b>37,474.00</b>

Project 4	Quantity	Cost	
Excavator (small)	200	\$	29,000.00
Excavator (large)	200	\$	34,000.00
Dump Truck	200	\$	21,000.00
Roller	5	\$	575.00
Grader	0	\$	-
Culvert Disposal	12	\$	1,200.00
Other Materials (plants)	600	\$	510.00
Other Labor (re-planting)	80	\$	6,000.00
Rock / yd (including trucking)	0	\$	-
<b>TOTAL</b>		\$	<b>92,285.00</b>

Project 5	Quantity	Cost	
Excavator (small)	20	\$	2,900.00
Excavator (large)	60	\$	10,200.00
Dump Truck	20	\$	2,100.00
Roller	10	\$	1,150.00
Grader	20	\$	2,800.00
Rock / yd (including trucking)	799.2	\$	28,771.20
<b>TOTAL</b>		\$	<b>47,921.20</b>

Project 6	Quantity	Cost	
Excavator (small)	0	\$	-
Excavator (large)	40	\$	6,800.00
Dump Truck	30	\$	3,150.00
Roller	10	\$	1,150.00
Grader	30	\$	4,200.00
Other Labor	40	\$	3,000.00
Rock / yd (including trucking)	1174.13333	\$	42,268.80

Culvert Cost (feet)	76 \$	3,701.20
TOTAL	\$	-

OTHER COSTS

Mobilization	5 \$	6,000.00
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\*THIS IS IN THE YR1 BUDGET SEPARATELY

Engineering, Design, Oversight	360 \$	45,000.00
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AND DOES NOT TOTAL TO ROW 98

TOTAL	\$	216,154.80
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# ARCH CAPE FOREST ROAD PROJECTS / COST SUMMARY

Year	0	1
<b>FULL DECOMMISSIONING PLAN</b>		
Specific Projects	\$	216,154.80
Decomissioning	\$	387,631.88
Brushing		*included for this model in row 11
Rolling and Grading	\$	29,000.00
Surface Rock	\$	30,000.00 **this is separately attributed on the YR1 budget
Road Maint *NYGAARD CONTRACT	\$	75,894.20 *Total of 83979.20 minus the first disbursement (2022 FY)
<b>ROADS TOTAL</b>	<b>\$</b>	<b>708,680.88 ***does not include 30k of road surface rock</b>

# -SAMPLE-

## FORESTRY CONSULTING SERVICES AGREEMENT

This Forestry Consulting Services Agreement (this "**Agreement**"), dated as of \_\_\_\_\_, 2023 (the "**Effective Date**"), is by and between Arch Cape Domestic Water Supply District, an Oregon municipal corporation, with offices located at 32065 East Shingle Mill Lane, Arch Cape, Oregon 97102 ("**Customer**") and \_\_\_\_\_, a \_\_\_\_\_, ("**Contractor**") with offices located as indicated in the contractor line of page 4 of this agreement, collectively the "**Parties**", and each a "**Party**").

### BACKGROUND

Contractor has the capability and capacity to provide certain forestry services, and Customer desires to retain contractor to provide such services, and contractor is willing to perform such services under the terms and conditions set forth in this Agreement;

### AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Customer agree as follows:

1. Services. Contractor shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**" or "**SOW**"). The initial accepted SOW is attached hereto as *Exhibit A*. Additional SOWs may be entered into between the parties.

2. Contractor Obligations. Contractor warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective SOW and this Agreement.
- (b) Using personnel or subcontractors of reasonable skill, experience and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- (d) In accordance with all applicable federal, state and local laws and regulations.

3. Fees, Expenses & Taxes.

3.1 Customer shall pay the fees set out in the respective SOW. Unless otherwise provided in the applicable SOW, fees will be payable within thirty (30) days of receipt by the Customer of an invoice from Contractor. Customer shall reimburse Contractor for reasonable expenses itemized and incurred in accordance with the SOW. Contractor shall maintain commercially reasonable records of fees and expenses, which will be available to Customer for review upon request.

3.2 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer, except Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 9% per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Contractor shall be entitled to suspend the provision of any Services if the Customer fails to pay any fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Customer Obligations. Customer shall:

4.1 Respond promptly to any reasonable requests from Contractor for instructions, information or approvals required by Contractor to provide the Services.

4.2 Cooperate with Contractor in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Contractor to provide the Services.

4.3 Allow Contractor to photograph Customer's property and publish such photos for marketing purposes.

4.4 Upon Contractor's written request, take all steps necessary, including obtaining any required licenses or consents, to prevent delays in Contractor's provision of the Services.

4.5 Maintain, execute, and comply with all contracts with third-party operators which Customer may deem appropriate.

4.6 Ensure compliance with all laws, regulations, and rules, specifically all public procurement regulations and environmental laws.

5. Intellectual Property. Portions of documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Contractor in the course of performing the Services, including any items identified as such in the SOW] (collectively, the "**Deliverables**") are the existing Intellectual Property of Contractor. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all such Intellectual Property are reserved by Contractor for other and future use and shall continue to be owned by Contractor. Contractor hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.



6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within five (5) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Notwithstanding the foregoing, no part of any deliverable from Contractor to Customer under any SOW shall be labeled or deemed "confidential".

7. Term, Termination and Survival. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section , 7.3 below.

7.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.7.3 Notwithstanding anything to the contrary in Section 0, Contractor may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

7.4 Customer may terminate this Agreement for convenience without cause at any time, upon ninety (90) days notice to Contractor, and shall then be liable to Contractor for the payment of all cost and expenses reasonably incurred by Contractor in the performance of the Services prior to receipt of such notice.

8. Insurance & Limitation of Liability.

8.1 Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 and shall provide Customer with a certificate evidencing coverage.8.2 NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL, DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE,.

8.3 IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT SET FORTH IN ALL STATEMENTS OF WORK PLUS CONTRACTOR'S INSURANCE.

9. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of the SOW shall supersede and control.

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or U.S. First Class, certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 10.

Notice to Customer:

**CUSTOMER NAME & ADDRESS:**

**Arch Cape Domestic Water Supply District**

Attention: Matt Gardner

32065 East Shingle Mill Lane

Arch Cape, Oregon 97102

Notice to Contractor:

\_\_\_\_\_  
\_\_\_\_\_

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to and signed by each Party.

12. Assignment. Contractor may assign any of its rights or delegate any of its obligations to to any person acquiring all or substantially all of service provider's assets with customer's consent, which will not be unreasonably withheld.

13. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing in this Agreement is intended to benefit any third party.

15. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, United States of America.

16. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by binding arbitration in Clatsop County, Oregon . Unless the parties otherwise agree, the arbitration will be administered by the American Arbitration Association in accordance with its rules. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**CONTRACTOR**

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHED EXHIBITS:**

- EXHIBIT 1 - INITIAL STATEMENT OF WORK
- EXHIBIT 2 – ARPA REQUIREMENTS

## **Exhibit 1: SCOPE OF WORK**

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### **PROJECT LOCATION**

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. The subject property is a 1441 acre forest, which includes a large portion of the Arch Cape Domestic Water Supply District Drinking Water Source Area. The property is managed for the primary objective of protecting source water quality and quantity.

### **PROJECT DESCRIPTION**

This contract is for a forest roads project manager. The Arch Cape Domestic Water Supply District has identified 5 priority road maintenance / major decommissioning projects, as well as an additional 5.6 miles of road decommissioning. The contractor will be responsible for drafting working with the forester to develop scopes of work for these projects and evaluating proposals for the project work. The contractor will have primary responsibility for overseeing and managing project work once successfully contracted. The contractor will also have primary responsibility for notifications with the Oregon Department of Forestry and Oregon Department of Fish and Wildlife. The work is planned for the summer 2024 in-water work period but will begin October 1, 2023, and may extend into 2025.

In addition, the contractor will work with the Arch Cape Forest Management Committee, the District Board and Staff, and the Arch Cape Forest Project Manager to provide documentation, updates, and other deliverables required for funders and project partners.

### **CONTRACTOR REQUIREMENTS**

- Work with partners to protect source water during all project stages.
- Collaborate with Forester to develop scopes of work, project final design, and bid process (fall 2023)
- Prepare and submit written plans to Oregon Department of Forestry through the FERNS system, and other permitting agencies as needed.
- Monitor contractors for compliance with project design and contract requirements.
- Serve as the Arch Cape Domestic Water Supply District point person for all contractors and sub-contractors working on road projects and decommissioning.
- Provide written sign-off on projects as they are completed to specification.

Consultant must be prepared to work independently and provide all necessary tools, equipment, vehicle, and other materials necessary to complete the above scope of work. In

addition, contractor may not have a financial interest or other conflict of interest that could effect the hiring or management of project contractors.

**OTHER CONDITIONS**

**EXPIRATION DATE:** December 31, 2025

**INSURANCE:** \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Consulting Foresters Liability and \$1,000,000 excess or umbrella policy

**OTHER REQUIREMENTS:** Bidder to provide SAMS registration.

**PAYMENT:** Arch Cape Domestic Water Supply District to provide payment on 60-day terms with monthly or bi-monthly invoicing. INSERT RATES AND DNE HERE

**Exhibit 2: ARPA REQUIREMENTS**

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Contractor will comply with the following requirements:

**Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

**Whistleblower** - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

**Inspections; Information** - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.



- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

**Equal Opportunity** - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**Copeland "Anti-Kickback" Act** - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Prohibition on purchasing telecommunications or surveillance equipment, services, or systems.** As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

**Preference to United States made goods.** - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for

the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Procurement of recovered materials over \$10,000.** - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Termination for cause and for convenience** - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

# **ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

## **REQUEST FOR PROPOSALS: FOREST ROAD DECOMMISSIONING PROJECT MANAGEMENT**

### **PROJECT LOCATION**

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. The subject property is a 1441 acre forest, which includes a large portion of the Arch Cape Domestic Water Supply District Drinking Water Source Area. The property is managed for the primary objective of protecting source water quality and quantity.

### **PROJECT DESCRIPTION**

The Arch Cape Domestic Water Supply District (the District) is seeking the services of a forest roads project manager. The District has identified 5 priority road maintenance / major decommissioning projects, as well as an additional 5.6 miles of road decommissioning. The consultant will work with the forester to develop scopes of work for these projects and evaluating proposals for the project work. The consultant will have primary responsibility for overseeing and managing project work once successfully contracted. The consultant will also have primary responsibility for notifications with the Oregon Department of Forestry and Oregon Department of Fish and Wildlife. The work is planned for the summer 2024 in-water work period but will begin October 1, 2023, and may extend into 2025.

In addition, the consultant will work with the Arch Cape Forest Management Committee, and Arch Cape Water District Board of Directors, District Staff, and the Arch Cape Forest Project Manager to provide documentation, updates, and other deliverables required for funders and project partners.

### **CONTRACTOR REQUIREMENTS**

The District is seeking a consultant with experience contracting and managing road decommissioning and mitigation projects. Past experience may include projects for industrial / institutional timber owners, state, local, or tribal landowners, and land-trust or other conservation groups. Consultant should have familiarity with the ODF FERNs process for notifying on forest road projects.

Primary consultant tasks will include:

- Work with partners to protect source water during all project stages.
- Collaborate with Forester to develop scopes of work, project final design, and bid process (fall 2023)
- Prepare and submit written plans to Oregon Department of Forestry through the FERNS system, and other permitting agencies as needed.
- Monitor contractors for compliance with project design and contract requirements.
- Serve as the Arch Cape Domestic Water Supply District point person for all contractors and sub-contractors working on road projects and decommissioning.
- Provide written sign-off on projects as they are completed to specification.

Consultant must be prepared to work independently and provide all necessary tools, equipment, vehicle, and other materials necessary to complete the above scope of work. In addition, contractor may not have a financial interest or other conflict of interest that could effect the hiring or management of project contractors.

### **PROJECT PROPOSALS**

Interested parties should submit a proposal including but not limited to the following: 1) Resumes for all consultants / subcontractors 2) rate sheet for anticipated expenses 3) project total cost estimate 4) list of relevant experience 5) minimum of 2 references with phone and email contact information.

Proposals should be submitted to: \_\_\_\_\_ by August 31, 2023.

For additional details contact \_\_\_\_\_

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
RESOLUTION 23- 07 WD**

**A RESOLUTION BY THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT ("District") RECONSTITUTING THE ARCH CAPE FOREST MANAGEMENT COMMITTEE**

**Whereas**, the District, a special service district of the State of Oregon, has the authority to form and change committees; and

**Whereas**, the District owns and manages forestland known as the Arch Cape Forest for drinking water protection; and

**Whereas**, the District Board of Commissioners believes that having an expanded committee that more broadly represents the diverse interests of the community and with forestry and financial expertise that can address a wider range of required subjects is essential to guiding sound management decisions for the Forest.

**NOW, THEREFORE**, be it resolved the Arch Cape Domestic Water Supply District hereby reconstitutes of its Arch Cape Forest Management Committee ("the Committee") which shall operate upon terms as follows until further Resolution:

1. The Committee shall conform to public meeting and records laws and shall report to the District Board of Commissioners.
2. The District Board of Commissioners will have ultimate authority in the management and financial decisions related to the Arch Cape Forest ("the property").
3. The Committee shall be composed of 5 member positions appointed by the District Board for staggered 3-year terms, and a quorum of 3 members will be required to meet.
4. The District Board of Commissioners may, from time to time, establish a Finance Committee as a sub-group of the Committee and appoint members to it. The purpose of the Finance Committee is to develop and update a long term financial – operations plan for the property.
5. As directed by the District Board of Commissioners, the Forest Management Committee will make recommendations pertaining to property management policies & procedures, oversee all property management decisions and will work closely with the forester and District Manager, and/or project manager(s), as appropriate.

The forester will provide specific expertise related to forestry and road stewardship, monitoring, and planning, working in partnership with the District Manager, and/or

property manager(s).

6. The Committee will meet initially to select a Chair and Vice Chair from its membership. Minutes of the meetings will be kept and submitted to the District. The Committee will meet no less than once per month until the District's approval of a long-term financial-operations plan for the property and then on a schedule as necessary to make timely recommendations and provide responsible management oversight of the property.
7. The Committee will from time to time recommend to the Board such updates and amendments to the Forest Management Plan as it may determine, and shall consider and make recommendations upon such matters as the Board may refer to the Committee.

Adopted \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Attested: \_\_\_\_\_.

Signed this \_\_ day of \_\_\_\_\_ 2023

# July 2023 Manager Report

<p><b>Major Accomplishments</b></p> <ol style="list-style-type: none"><li>1. Membrane repair WTP</li><li>2. Metal sell off and re inventory project of parts and materials for water infrastructure (round 1 completed)</li><li>3. Annual lift station “cleaning” performed.</li></ol>	<p><b>Critical Few (upcoming projects)</b></p> <ol style="list-style-type: none"><li>1. Interim technology repairs WTP.</li><li>2. Membrane basins deep clean (physical clean)</li></ol>
<p><b>The Unexpected</b></p> <ol style="list-style-type: none"><li>1. WTP – membrane tear. Skid out of service two weeks. Matt and Logan made major repair. In service again.</li><li>2. WTP – loss of internet and system controls, alarms. Have controls back but are still very “down” with the systems. No alarms yet.</li><li>3. Main generator radiator (leak reported (old) never repaired.....finally blew out) emergency stop of generator. Refilled with antifreeze and leak stop as interim fix. In service for now.</li></ol>	<p><b>Other things of note</b></p> <ol style="list-style-type: none"><li>1. Asbury creek intake relocation project ( Board of Directors and our engineer Curt McLeod and ODOT)</li></ol>

# Rehabilitation and Maintenance Updates

Water District	Sanitary District
<ol style="list-style-type: none"> <li>1. Major distribution system leak 40% water loss = <b>REPAIRED (2023)</b></li> <li>2. Asbury Creek well pump = <b>ORDERED (en route) (2023)</b></li> <li>3. Infrastructure inventory project = <b>UNDERWAY – round 1 of ordering done and part en route.</b></li> <li>4. Water meter replacement project = <b>DONE (2023)</b></li> </ol>	<ol style="list-style-type: none"> <li>1. Alarm communication system replacement = <b>DONE (2023)</b></li> <li>2. Replacement of Lab critical DO Meter equipment = <b>DONE (2023)</b></li> <li>3. Digester blower replacement = <b>(DONE) 2023</b></li> <li>4. PVC membrane basin ball valve replacement project = <b>DONE (2023)</b></li> <li>5. Plant access road re grading and re rock = <b>DONE (2023)</b></li> <li>6. Membrane basin physical cleaning project = <b>PARTS ORDERED awaiting safety parts installations.</b></li> </ol>

## MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

**July 2023**

Total Hours	<b>116.00</b>	<b>51.50</b>	<b>64.50</b>
Percentage Split		<b>44%</b>	<b>56%</b>
Total Accounts	<b>641</b>	<b>295</b>	<b>346</b>
Percentage Split		<b>46%</b>	<b>54%</b>
<b>Show All</b>	<b>Day</b>	<b>Water</b>	<b>Sewer</b>
<b>Show 1-15</b>	1	1.00	1.00
<b>Show 16-31</b>	2	1.00	1.00
<b>Show ReadMe</b>	3	8.50	7.50
	4	8.00	8.00
	5	8.00	8.00
	6	5.50	10.50
	7	6.00	6.00
	8	1.00	1.00
	9	1.00	1.00
	10	7.50	8.50
	11	4.00	12.00





PUBLIC HEALTH DIVISION  
Center for Health Protection, Drinking Water Services

Tina Kotek, Governor

Oregon  
**Health**  
Authority

800 NE Oregon Street, Suite #640  
Portland, OR 97232-2162  
(971) 673-0405  
(971) 673-0694 – FAX  
<http://healthoregon.org/dwp>

June 16, 2023

MATT GARDNER  
32065 E SHINGLE MILL LANE  
ARCH CAPE OR 97102

RE: Completing the required service line inventory  
ARCH CAPE WATER DISTRICT/OR4100802

Dear MATT GARDNER,

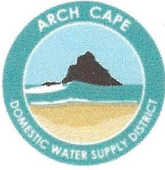
New federal and state rules require Community and Non-Transient Non-Community water systems to create and submit an inventory of all service lines in their water system. The goal is to identify and prioritize removal of all lead service lines. The inventory involves listing all service connections in either a spreadsheet or data portal (both the publicly- owned portion and privately-owned portion) and categorizing the piping materials as lead, non-lead, galvanized requiring replacement or unknown. **The inventory must be completed and submitted by October 16, 2024.**

Drinking Water Services (DWS) has a webpage dedicated to this effort and it can be found here: [www.oregon.gov/lcrr](http://www.oregon.gov/lcrr). This link contains a template spreadsheet, Frequently Asked Questions, as well as EPA's Guidance for Developing and Maintaining a Service Line Inventory. More resources will be added as they become available.

DWS understands this inventory will be a very large effort and are finalizing additional technical assistance with three vendors. Once the contracts are finalized, a letter will be sent explaining the services and how to access them. Funding assistance for the inventory may also be available. In the meantime, you can get started by checking what records are available for your water system and beginning to fill out the spreadsheet.

Thank you for your cooperation in protecting customers from the risks of lead. Please reach out to your regulator with any questions you may have. If you aren't sure who to contact, contact us by email at [info.drinkingwater@odhsosha.oregon.gov](mailto:info.drinkingwater@odhsosha.oregon.gov) or 971-673-0405.

Drinking Water Services



Arch Cape Water and Sanitary Districts

32065 East Shingle Mill Lane  
Arch Cape, OR 97102 • 503.436.2790

**BILLING APPEAL REQUEST FORM**

Billing Appeal under Water District Policy #16-06 WD / Sanitary District Policy #16-04 SD

Date 6/17/23 Account Number 3150  
 Name on account Buffy & Philip Simmons  
 Property Account Address: 79805 Fire Rock Rd

If different: Your Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Info (phone/email) 503 440 5311

Date leak discovered / loss noticed	Date leak / loss repaired
June 2, 23	June 5, 23
Describe the water loss	Describe the repairs to your system
Water leak was from copper pipe between meter and house leaking into ground	Leak found between house and meter localized repair made
Name of person or entity discovering leak	Name of person or entity repairing leak
Matt Gardner	A + Plumbers

Amount being appealed: \$ \_\_\_\_\_ Date(s) of charges being appealed: Billing date 6/14/23

water \$2,777.90  
 Sanitary \$2,759.15

Basis of appeal:  Water District Dwelling Leak Policy #17-02 WD  
 Water District Irrigation Leak Policy #17-01 WD  
 Sanitary District Dwelling Leak Policy #17-02 SD -  
 Sanitary District Irrigation Leak Policy #17-01 SD  
 Other (Specify) \_\_\_\_\_

Please note that water leaked into ground and did not result in excess wastewater treatment

NOTE: Leak and Billing Appeal Policies for the Water and Sanitary Districts may be obtained at District offices and found on-line at <https://www.archcapewater.org/>

THE UNDERSIGNED HEREBY CERTIFIES:

- that I have read the District Policies above indicated and this Appeal conforms to them;
- that the contents of this Request are true and correct;
- that the customer has complied with all requirements for relief under those Policies; and
- that the attached are true and correct copies of the invoice(s) paid for repairs.

Signature: [Signature] Date: 6/17/23



BILL TO

BUFFY SIMMONS  
79805 FIRE ROCK RD  
ARCH CAPE OR 97102

CCB # 211826  
503-468-8054  
LICENSED, BONDED AND INSURED  
WWW.APLUSPLUMBERS.NET  
PLUMBER@APLUSPLUMBERS.NET

Phone # 503-440-5311

Service Address: 79805 Fire Rock Rd  
Arch Cape OR

DESCRIPTION	AMOUNT
DESCRIPTION OF SERVICE:	280.00
- LEAK IN COPPER WATER MAIN 6/5	
+ LOCATED LEAK IN WATER MAIN (BETWEEN METER AND HOUSE) MADE LOCALIZED REPAIR	
**RECOMMEND REPLACE ENTIRE LENGTH OF WATER MAIN DUE TO CONATION OF REMAINING MATERIALS	
MATERIALS: INSTALLATION PARTS AND FIELD COSTS	98.00

THANK YOU FOR YOUR BUSINESS!

PLEASE MAIL PAYMENT TO:  
A+ PLUMBERS  
424 N ROOSEVELT DR  
SEASIDE OR 97138

<b>Total</b>	\$378.00
<b>Payments</b>	\$0.00
<b>Balance Due</b>	\$378.00

From: ArchCapeOR@utilities.email  
 Subject: Email Statement - Arch Cape Districts  
 Date: Jun 13, 2023 at 10:51:35 AM  
 To: buffy.simmons@yahoo.com

Attached is your quarterly billing statement. If you have any questions, please call us at 800-853-8802.

**ARCH CAPE SANITARY DISTRICT**  
 32065 E SHINGLE MILL LANE  
 ARCH CAPE, OR 97102  
 503-436-2790

**PLEASE REMIT THIS STUB WITH PAYMENT**

Remember - You can now view and pay your bills online at [www.ub-pay.com](http://www.ub-pay.com) The Municipal Code is ArchCapeORSewer

**PHILIP & BUFFY SIMMONS**  
 79805 FIRE ROCK ROAD  
 ARCH CAPE, OR 97102

DUE DATE	ACCT NUMBER
08/16/2023	3150
BY DUE DATE	AFTER DUE DATE
\$3,036.15	\$3,091.87

AMOUNT DUE

SERVICE ADDRESS > 79805 FIRE ROCK RD Residential

KEEP THIS PORTION FOR YOUR RECORDS  
**ARCH CAPE SANITARY DISTRICT** 32065 E SHINGLE MILL LANE  
 503-436-2790 ARCH CAPE, OR 97102

ACCOUNT NUMBER		BILLING DATE
3150		06/16/2023
CURRENT	PREVIOUS	USAGE
42442	5906	36536 gal
FROM	TO	DAYS
05/01/2023	06/01/2023	31

SERVICE ADDRESS	DUE DATE
79805 FIRE ROCK RD	08/16/2023
DESCRIPTION	AMOUNT DUE
Prior Balance	264.13
Payment(s)	-264.13
Sewer	2,759.15
Quarterly Debt Surcharge	27.00
Quarterly Base Rate	250.00
<b>Total:</b>	<b>3,036.15</b>

03/31 1325g - 05/01 3553g

53-8802.

BY DUE DATE	AFTER DUE DATE
\$3,036.15	\$3,091.87

AMOUNT DUE

Account: 3150  
**PHILIP & BUFFY SIMMONS**  
 79805 FIRE ROCK ROAD  
 ARCH CAPE, OR 97102

From: ArchCapeOR@utilities.email  
 Subject: Email Statement - Arch Cape Districts  
 Date: Jun 13, 2023 at 6:54:22 PM  
 To: buffy.simmons@yahoo.com

Attached is your quarterly billing statement. If you have any questions, please call us at 800-853-8802.

**ARCH CAPE WATER**  
 32065 E SHINGLE MILL LANE  
 ARCH CAPE, OR 97102  
 503-436-2790

**PLEASE REMIT THIS STUB  
 WITH PAYMENT**

**PHILIP & BUFFY SIMMONS**  
 79805 FIRE ROCK ROAD  
 ARCH CAPE, OR 97102

DUE DATE	ACCT NUMBER
07/16/2023	3150
BY DUE DATE	AFTER DUE DATE
\$2,961.90	\$3,016.14

AMOUNT DUE

SERVICE ADDRESS > 79805 FIRE ROCK RD Residential

KEEP THIS PORTION FOR YOUR RECORDS

**ARCH CAPE WATER** 32065 E SHINGLE MILL LANE  
 503-436-2790 ARCH CAPE, OR 97102

ACCOUNT NUMBER		BILLING DATE
3150		06/16/2023
CURRENT	PREVIOUS	USAGE
42442	5906	36536 gal
FROM	TO	DAYS
05/01/2023	06/01/2023	31

SERVICE ADDRESS	DUE DATE
79805 FIRE ROCK RD	07/16/2023
DESCRIPTION	AMOUNT DUE
Prior Balance	175.25
Payment(s)	-175.25
Water	2,777.90
Debt Surcharge	17.00
3/4" Service	167.00
<b>Total:</b>	<b>2,961.90</b>

03/31 1325g - 05/01 3553g

353-8802.

AMOUNT DUE

BY DUE DATE	AFTER DUE DATE
\$2,961.90	\$3,016.14

Account: 3150  
**PHILIP & BUFFY SIMMONS**  
 79805 FIRE ROCK ROAD  
 ARCH CAPE, OR 97102