



# 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:  
<https://us02web.zoom.us/j/82450898403>

<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>503-739-2348</b>
<b>Date:</b>	<b>Thursday 15 December 2022</b>
<b>Time:</b>	<b>6:00 PM</b>
<b>Agenda:</b>	<b>Posted in Board Packet</b>

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

Arch Cape Fire Hall 79729 Hwy 101

Thursday December 15th, 2022

TIME: 6 PM

To Join Meeting by Video Link:

<https://us02web.zoom.us/j/82450898403>

Join by Telephone: 1-669-900-6833

Meeting ID: 824 5089 8403

- |  |                                    |
|--|------------------------------------|
| <b>I. Call to Order</b>  | Debra Birkby, President            |
| <b>II. Public Comments</b>   | Debra                              |
| <b>III. Agenda Approval</b>  | Debra                              |
| <b>IV. Consent Agenda (Action)</b>   |                                    |
| <b>A. Approve Minutes – November 17<sup>th</sup> Regular Board Meeting</b>     |                                    |
| <b>B. Accept November Budget and Finance Reports</b>                           |                                    |
| <b>B. Authorize Payment of Accounts</b>  |                                    |
| <b>E. Accept Correspondence Requiring No Action</b>                            |                                    |
| <b>V. Old Business</b>   |                                    |
| <b>A. Arch Cape Forest</b>   |                                    |
| Forest Management Plan – Release for Public Comment (Action)                   | Ben Hayes, Springboard Forestry    |
| Property Manager Role (Information)  | Ben Hayes                          |
| Project Manager Report (Information)   | Daniel Wear, Sustainable Northwest |
| <b>B. Arch Cape Forest Advisory Committee Member Resignation (Information)</b> | Debra                              |
| <b>C. UB Max Billing System (Information)</b>                                  | Teri Fladstol, Jigsaw Consulting   |
| <b>D. Payroll Service Change (Information/Action)</b>                          | Teri                               |
| <b>E. Potential Well Source (Information)</b>                                  | Phil                               |
| <b>VI. New Business</b>  |                                    |
| <b>A. Low Income Household Water Assistance Program (Action)</b>               | Debra                              |
| <b>B. Paid Leave Oregon (Information/Action)</b>                               | Debra                              |
| <b>C. University of Oregon Seismic Monitoring Station (Information)</b>        | Phil                               |
| <b>D. Access to District Consultants (Information)</b>                         | Debra                              |
| <b>E. Board Vacancy Position 3 (Information)</b>                               | Debra                              |
| <b>VII. Reports (Information)</b>  |                                    |
| <b>A. Accounts Receivable Report</b>   | Teri Fladstol, Jigsaw Consulting   |
| <b>B. District Manager’s Report and Correspondence for Action</b>              | Phil                               |
| <b>C. Board Members’ Comments and Reports</b>                                  | Debra                              |
| <b>VIII. January Agenda Items (Information)</b>                                | Debra                              |
| <b>IX. Public Comment</b>  | Debra                              |
| <b>X. Adjournment</b>  | Debra                              |

Arch Cape Domestic Water District

Balance Sheet

November 30, 2022

ASSETS

Checking/Savings	
1000 · Columbia Bank #1196	\$ (17,559.47)
1100 · Local Government Pool	\$ 211,207.57
Total Checking/Savings	\$ 193,648.10
Total Current Assets	\$ 193,648.10
Fixed Assets	
1500 · Capital Assets (Net) 1501 · Water System	\$ 119,436.00
1502 · Water Treatment Plant - Upgrade	\$ 788,841.00
1503 · Vehicle (s)	\$ 9,603.00
Total 1500 · Capital Assets (Net)	\$ 917,880.00
Total Fixed Assets	\$ 917,880.00
<b>TOTAL ASSETS</b>	<b>\$ 1,111,528.10</b>

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
2400 · Payroll Liabilities	\$ 4,052.04
2401 · Payroll PERS Liability	\$ 446.68
Total Other Current Liabilities	\$ 4,498.72
Total Current Liabilities	\$ 4,498.72
Long Term Liabilities	
2700 · IFA Loan - Business Oregon	\$ 391,691.00
Total Long Term Liabilities	\$ 391,691.00
Total Liabilities	\$ 396,189.72
Equity	\$ 715,338.38
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 1,111,528.10</b>



Total 7000 · Capital Outlay	\$ 78,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Operating Expenses	\$ 472,262.00	\$37,862.96	\$39,484.63	\$39,965.13	\$30,171.31		\$147,484.03	31.23%
7500 · Debt Service								
7501 · IFA Water Plant Upgrade	\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70	\$ 20,771.70	0.0%
Total 7500 · Debt Service	\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70	\$ 20,771.70	0.0%
TOTAL GENERAL FUND EXPENDITURES	\$ 493,034.00					\$20,771.70	\$ 20,771.70	4.21%
CONTINGENCY & ENDING BALANCES								
8001 · Operating Contingencies	\$ 37,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8002 · Operating Reserve	\$ 40,141.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8003 · Undesignated	\$ 16,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTINGENCY & ENDING BALANCES	\$ 93,823.00	\$ -	\$ -	\$ -	\$ -	\$44,939.71	\$ 44,939.71	

CAPITAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	Year to Date	%
Beginning Balance	\$	111,926.00							
4550 · SDC Revenue	\$	12,780.00	\$ -	\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ 18,270.00	142.96%
4900 · Transfer from General Fund	\$	76,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income	\$	89,548.00	\$ -	\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ 18,270.00	20.4%
Total Resources:	\$	201,474.00							
Capital Outlay									
7001 · Meter Replacement	\$	117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total 7000 · Capital Outlay	\$	117,000.00						\$ -	
8000 · Contingency	\$	84,474.00						\$ -	
CONTINGENCY & ENDING BALANCES	\$	201,474.00		\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ 18,270.00	20%

ARCH CAPE FOREST FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	Year to Date	%
Beginning Balance	\$	10,000.00							
4801 · Business OR - ARPA	\$	1,040,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4803 · Hollis Foundation	\$	100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4804 · Safe Drinking Water (U22010)	\$	30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4850 · Private Donations Forest Fund	\$	284,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income	\$	1,454,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Resources:	\$	1,464,301.00		\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay								\$ -	
7800 · Business OR - ARPA	\$	1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$23,728.30	\$ 23,728.30	2.37%
7804 · Safe Drinking Water (U22010)	\$	30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total 7000 · Capital Outlay	\$	1,030,000.00						\$ -	0.0%
8000 · Contingency	\$	434,301.00					\$23,728.30	\$ 23,728.30	
CONTINGENCY & ENDING BALANCES	\$	1,464,301.00		\$ -	\$ -	\$ -	\$23,728.30	\$ 23,728.30	1.62%

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**November 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	EFT	11/01/2022	Hallmark Resort		Arch Cape Water		-148.68
				Travel Expense		-148.68	148.68
TOTAL						-148.68	148.68
Check	EFT	11/02/2022	Amazon.com		Arch Cape Water		-25.98
			Arch Cape Water Di...	Off Supp		-25.98	25.98
TOTAL						-25.98	25.98
Bill Pmt -Check	265	11/02/2022	Jigsaw Consulting...		Arch Cape Water		-2,800.00
Bill	1444	10/31/2022	Arch Cape Water Di...	Admin Asst		-1,204.00	1,204.00
			Arch Cape Sanitary ...	Admin Asst		-1,596.00	1,596.00
TOTAL						-2,800.00	2,800.00
Bill Pmt -Check	260	11/02/2022	William J. MacLean		Arch Cape Water		-4,871.08
Bill	1031...	10/31/2022	Arch Cape Sanitary ...	Gross Wages		-2,394.69	2,394.69
			Arch Cape Water Di...	Gross Wages		-2,039.93	2,039.93
			Arch Cape Water Di...	2100 · Payroll Liabili...		-436.46	436.46
TOTAL						-4,871.08	4,871.08
Bill Pmt -Check	266	11/02/2022	CS&S		Arch Cape Water		-83.00
Bill	U929	11/01/2022	Arch Cape Sanitary ...	Maint		-35.69	35.69
			Arch Cape Water Di...	Maint		-47.31	47.31
TOTAL						-83.00	83.00
Bill Pmt -Check	267	11/02/2022	Oregon Departmen...		Arch Cape Water		-85.00
Bill	23470	11/03/2022		Dues - Taxes - Fees		-85.00	85.00
TOTAL						-85.00	85.00
Bill Pmt -Check	262	11/02/2022	Pacific Power		Arch Cape Water		-599.92
Bill	11346...	11/03/2022	Arch Cape Water Di...	Util		-309.37	309.37
			Cannon View Park ...	Util		-290.55	290.55
TOTAL						-599.92	599.92
Check	261	11/02/2022	Jigsaw Consulting...		Arch Cape Water		0.00
TOTAL						0.00	0.00
Check	EFT	11/07/2022	Amazon.com		Arch Cape Water		-19.10
			Arch Cape Water Di...	Off Supp		-19.10	19.10
TOTAL						-19.10	19.10

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**November 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>263</b>	<b>11/10/2022</b>	<b>CenturyLink</b>		<b>Arch Cape Water</b>		<b>-160.18</b>
Bill		11/10/2022	Arch Cape Water Di...	Util		-160.18	160.18
TOTAL						-160.18	160.18
<b>Bill Pmt -Check</b>	<b>264</b>	<b>11/10/2022</b>	<b>CS&amp;S</b>		<b>Arch Cape Water</b>		<b>-83.00</b>
Bill		11/10/2022	Arch Cape Sanitary ... Arch Cape Water Di...	Maint Maint		-35.69 -47.31	35.69 47.31
TOTAL						-83.00	83.00
<b>Bill Pmt -Check</b>	<b>268</b>	<b>11/10/2022</b>	<b>Curran McLeod</b>		<b>Arch Cape Water</b>		<b>-82.50</b>
Bill		11/10/2022		Professional Se		-82.50	82.50
TOTAL						-82.50	82.50
<b>Bill Pmt -Check</b>	<b>269</b>	<b>11/10/2022</b>	<b>Jackson Oil</b>		<b>Arch Cape Water</b>		<b>-332.52</b>
Bill	14030...	11/03/2022	Arch Cape Water Di...	Vehicle		-332.52	332.52
TOTAL						-332.52	332.52
<b>Bill Pmt -Check</b>	<b>270</b>	<b>11/10/2022</b>	<b>Sustainable North...</b>		<b>Arch Cape Water</b>		<b>-8,861.72</b>
Bill	Invoic...	11/10/2022		Ask My Accountant		-8,861.72	8,861.72
TOTAL						-8,861.72	8,861.72
<b>Bill Pmt -Check</b>	<b>271</b>	<b>11/10/2022</b>	<b>SDIS</b>		<b>Arch Cape Water</b>		<b>-199.19</b>
Bill	03-00...	11/03/2022	Arch Cape Water Di... Arch Cape Sanitary ...	Health-Med-Dental Health-Med-Dental		-99.60 -99.59	99.60 99.59
TOTAL						-199.19	199.19
<b>Bill Pmt -Check</b>	<b>272</b>	<b>11/10/2022</b>	<b>Springboard Fores...</b>		<b>Arch Cape Water</b>		<b>-14,866.58</b>
Bill		11/10/2022	Arch Cape Water Di...	Ask My Accountant		-6,252.00	6,252.00
Bill		11/10/2022		Ask My Accountant		-8,614.58	8,614.58
TOTAL						-14,866.58	14,866.58
<b>Bill Pmt -Check</b>	<b>273</b>	<b>11/10/2022</b>	<b>USA BlueBook</b>		<b>Arch Cape Water</b>		<b>-363.40</b>
Bill	157826	11/10/2022	Arch Cape Water Di... Arch Cape Sanitary ...	Maint Maint Shipping		-244.29 -91.15 -27.96	244.29 91.15 27.96
TOTAL						-363.40	363.40
<b>Bill Pmt -Check</b>	<b>274</b>	<b>11/10/2022</b>	<b>SDIS</b>		<b>Arch Cape Water</b>		<b>-21.45</b>
Bill		11/10/2022	Arch Cape Water Di... Arch Cape Sanitary ...	Health-Med-Dental Health-Med-Dental		-10.73 -10.72	10.73 10.72
TOTAL						-21.45	21.45

11:18 AM

12/10/22

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**November 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	EFT	11/15/2022	Professional Traini...		Arch Cape Water		-200.00
				Education		-200.00	200.00
TOTAL						-200.00	200.00
Bill Pmt -Check	275	11/17/2022	IFA		Arch Cape Water		-20,771.70
Bill		11/17/2022		IFA - Bus OR		-20,771.70	20,771.70
TOTAL						-20,771.70	20,771.70
Check	277	11/17/2022	Oregon Governme...		Arch Cape Water		-329.30
				Dues - Taxes - Fees		-329.30	329.30
TOTAL						-329.30	329.30
Check	278	11/17/2022	Arch Cape Sanitar...		Arch Cape Water		-75.00
				Misc.		-75.00	75.00
TOTAL						-75.00	75.00
Check	EFT	11/21/2022	Safeway		Arch Cape Water		-41.88
				Maint		-41.88	41.88
TOTAL						-41.88	41.88
Check	EFT	11/30/2022	Amazon.com		Arch Cape Water		-20.98
			Arch Cape Water Di...	Off Supp		-20.98	20.98
TOTAL						-20.98	20.98





# Arch Cape Forest

## Multi-Resource Management Plan: Management Policies and Procedures

32065 East Shingle Mill Lane  
Arch Cape, OR 97102  
(503) 436-2790  
archcapeforest.org

SPRINGBOARD  
FORESTRY

Springboard Forestry  
30151 NW Timber Road  
Timber, OR 97144

December 12, 2022

[https://www.dropbox.com/s/th5ljc0rahgoq2l/ArchCape\\_Report\\_08122022.pdf?dl=0](https://www.dropbox.com/s/th5ljc0rahgoq2l/ArchCape_Report_08122022.pdf?dl=0)

NON-NEGOTIABLE

PAY TO THE ORDER OF

NET \$2,421.16

PERIOD START 05/25/2022 CHECK DATE 06/30/2022  
 PERIOD END 06/24/2022 CHECK NUMBER 0

EARNINGS TYPE	RATE	WORKED	TIME OFF	CURRENT	YTD
REGULAR - HRLY	\$21.00	128.00 hrs		\$2,688.00	\$16,569.00
HOLIDAY	\$21.00		16.00 hrs	\$336.00	\$336.00
OTHER				\$0.00	\$280.00
PTO	\$21.00		23.00 hrs	\$483.00	\$2,311.00
<b>TOTAL HOURS &amp; EARNINGS</b>		128.00 hrs	39.00 hrs	\$3,507.00	\$19,496.00

TAXES TYPE	CURRENT	YTD
FED WTH	\$329.61	\$1,801.40
FICA	\$212.49	\$1,179.10
MEDFICA	\$49.70	\$275.76
ORTRANS	\$3.25	\$18.04
ORWBFE	\$1.41	\$8.87
STATE-OR	\$234.32	\$1,292.82
<b>TOTAL TAXES</b>	\$830.78	\$4,575.99

DEDUCTIONS TYPE	CURRENT	YTD
HEALTH	\$79.71	\$478.26
SMPLIRA	\$175.35	\$974.80
<b>TOTAL DEDUCTIONS</b>	\$255.06	\$1,453.06

TIME OFF TYPE	EARNED	USED	AVAILABLE	EARNED YTD	USED YTD
Holiday	n/a	16.00	n/a	n/a	16.00
PTO 1.0	16.00	23.00	16.00	62.00	46.00
Holiday 1.0	0.00	0.00	74.00	88.00	14.00

<b>TOTAL EARNINGS</b>	\$3,507.00	\$19,496.00
<b>TOTAL TAXES</b>	\$830.78	\$4,575.99
<b>TOTAL DEDUCTIONS</b>	\$255.06	\$1,453.06
<b>NET PAY</b>	\$2,421.16	

\*Non-Cash Earnings are not included in the Net Pay amount, but are included in the Earnings Period and YTD Totals



# Community Action Team

Serving Columbia, Clatsop, and Tillamook Counties

phone (503) 397-3511

fax (503) 397-3290

www.cat-team.org

November 4, 2022

Dear Water Supplier,

We look forward to collaborating with you in our 2022-2023 Low-Income Household Water Assistance (LIHWA) Program. We appreciate your partnership with our agencies in providing water assistance to low-income families with help on their water/waste bills.

In preparation, we are required to collect Vendor Contracts. This program year will run from November 1, 2022 through September 30, 2023 (or until we exhaust our funding for the year). Please complete the enclosed information and mail the original as soon as possible.

Again, thank you for your assistance and partnership in providing low-income energy assistance in our region. If you have any questions, you can reach me at 503-366-6546.

Sincerely,

Katie May, Energy Assistance Programs Manager

Community Action Team, Inc.

125 N. 17<sup>th</sup> Street

St. Helens, OR 97051

E-mail: [kmay@cat-team.org](mailto:kmay@cat-team.org)

Phone: 503-366-6546

FAX: 503-397-3290

*Clatsop Community  
ACTION for  
APP.*

**Family Resource Center**  
125 North 17<sup>th</sup> Street  
Saint Helens, OR 97051

**Fiscal Office**  
124 North 18<sup>th</sup> Street  
Saint Helens, OR 97051

**Child & Family Programs**  
108 West B Street  
Rainier, OR 97048

# Low-Income Household Water Assistance (LIHWA) Program



The temporary Low-Income Household Water Assistance (LIHWA) Program was established through the passing of the Consolidated Appropriations and American Rescue Plan Acts of 2021. Contained within the U.S. Health and Human Services' Office of Community Services (OCS), OHCS has been designated as the State of Oregon Grantee.

OHCS will receive a total of \$13.8 million that must be awarded by September 30, 2023.

## The LIHWA Program target population and priorities include:

- Low-income households with high water burdens,
- Households who are disconnected, pending for disconnection, and who have arrearages, as well as those households who are current.

## Nearly parallel to the Low-Income Home Energy Assistance Program (LIHEAP), program highlights include:

- Eligible utilities – public and private water and/or wastewater utilities that serve permanent residential communities
- Eligible households – those with household income at or below 60% State Median Income (SMI) and with service provided from an eligible water and/or wastewater utility
- Local operation – the Community Action Agency (CAA) network through partnership with the utilities and culturally responsive organizations
- Application process – through the local CAA office that administers LIHEAP
- Assistance payment process – all payments go directly to the utility

Households with water/wastewater service managed by their landlords or management companies may still be eligible for LIHWA Program assistance. Those households will require a landlord authorization form included with their application.

OHCS received approval on its LIHWA Program State Plan for the State of Oregon. Anticipating several weeks to initiate grant agreements with CAAs and vendor agreements with water/wastewater utilities, OHCS expects LIHWA assistance should be available in January 2022.

For additional program information and updates, please visit the [OHCS LIHWA Program website](https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx) for updates (<https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx>) or correspond with the LIHWA Program Analyst, Joy Aldrich, at [joy.aldrich@oregon.gov](mailto:joy.aldrich@oregon.gov) or 503-986-0973.

CONTRACT FOR WATER ASSISTANCE PROVISIONS  
BETWEEN

COMMUNITY ACTION TEAM, INC

---

AND

Arch Cape Water District

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This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the Community Action Team (“Agency”), Arch Cape Water District (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties”) under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
  - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
  - ii. Notifying the Eligible Household of Commitments made to Vendor,
  - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
  - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
  - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
    - 1. This credit can only be applied to water and wastewater related charges and fees.
    - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
  - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
  - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
  - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
  - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
  - iii. Thirty (30) days' written notice of termination by any Party,
  - iv. Mutual consent of all Parties,
  - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
  - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
  - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
  - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.**

**VENDOR:**

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

Print: \_\_\_\_\_

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

Vendor Name: \_\_\_\_\_

**AGENCY:**

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

Print: \_\_\_\_\_

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

Agency Name: Community Action Team, Inc



## Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION  
ATTN: LIHWA PROGRAM REFUND  
725 SUMMER ST NE, SUITE B  
SALEM, OR 97301

*Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.*

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

**Drinking Water and/or Wastewater Utility Vendor Information**

Vendor Name		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)		
Taxpayer Identification Number (TIN)		
Type of TIN		
	Employer ID Number (FEIN)	Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)	
Type of Entity		
	Individual/Sole Proprietor	Limited Liability Company
	Corporation	Government Entity

Counties served (Please check all that apply)			
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam
<input type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath
<input type="checkbox"/>		<input type="checkbox"/>	Lake
<input type="checkbox"/>		<input type="checkbox"/>	Lane
<input type="checkbox"/>		<input type="checkbox"/>	Lincoln
<input type="checkbox"/>		<input type="checkbox"/>	Malheur
<input type="checkbox"/>		<input type="checkbox"/>	Marion
<input type="checkbox"/>		<input type="checkbox"/>	Morrow
<input type="checkbox"/>		<input type="checkbox"/>	Multnomah
<input type="checkbox"/>		<input type="checkbox"/>	Polk
<input type="checkbox"/>		<input type="checkbox"/>	Sherman
<input type="checkbox"/>		<input type="checkbox"/>	Tillamook
<input type="checkbox"/>		<input type="checkbox"/>	Umatilla
<input type="checkbox"/>		<input type="checkbox"/>	Union
<input type="checkbox"/>		<input type="checkbox"/>	Wallowa
<input type="checkbox"/>		<input type="checkbox"/>	Wasco
<input type="checkbox"/>		<input type="checkbox"/>	Washington
<input type="checkbox"/>		<input type="checkbox"/>	Wheeler
<input type="checkbox"/>		<input type="checkbox"/>	Yamhill

Tribes served (Please check all that apply)		
<input type="checkbox"/>	Burns Paiute	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation	

# It's time for Paid Leave Oregon!

Dear Oregon employer,

Paid Leave Oregon is a new program that makes it possible for your employees to take paid time off when they need it most. It starts on **Jan. 1, 2023**—here's how to take action today, so you'll be ready.

## By Jan. 1, 2023, you're required to:

- Print and post the model notice poster at each work site.
- Provide a copy to all remote workers.

**Download the poster from the Employer Toolkit at [PaidLeave.Oregon.gov/employers](https://PaidLeave.Oregon.gov/employers)**

## On Jan. 1, 2023:

- All employers** are required to withhold and submit your employees' contributions.
- If you are a large employer** with 25 or more employees, you will need to start paying into the program.
- If you are a small employer** with fewer than 25 employees, you are not required to pay into the program.

**Get ready at [PaidLeave.Oregon.gov/employers](https://PaidLeave.Oregon.gov/employers)**

## On Sept. 3, 2023, employees can start applying for benefits

**Learn about your role at [PaidLeave.Oregon.gov/employers](https://PaidLeave.Oregon.gov/employers)**

To get ready, visit: [PaidLeave.Oregon.gov/employers](https://PaidLeave.Oregon.gov/employers) or call **833-854-0166**.

Regards,  
Paid Leave Oregon

**Oregon employees will be able to take paid time off for:**



### **Family Leave:**

To care for a family member with a serious health condition, or to bond with a new child after birth, adoption or foster care placement



### **Medical Leave:**

To care for yourself during a serious health condition



### **Safe Leave:**

For survivors of sexual assault, domestic violence, harassment, or stalking

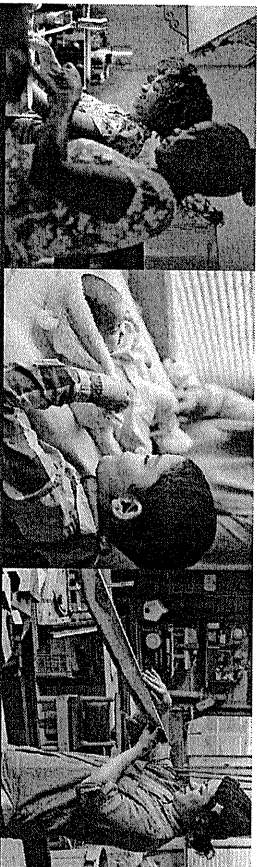


*Paid Leave Oregon is a division of the Oregon Employment Department.*

## Who pays for Paid Leave Oregon?

**Paid Leave Oregon is a program we all pay into and benefit from. Here's how contributions work:**

- The contribution rate will not be more than 1% of wages.
- Employees pay 60% of the contribution rate, no matter the employer size.
- Employers with 25 or more employees pay 40% of the contribution rate.
- Small employers with fewer than 25 employees are not required to contribute. Assistance grants are available.



Have questions?  
We're here to help.

Visit our website: [paidleave.oregon.gov](http://paidleave.oregon.gov)

Email us: [paidleave@oregon.gov](mailto:paidleave@oregon.gov)

Call us: 833-854-0166



# Paid Leave Oregon

**Peace of mind when it matters most.**  
Paid Leave Oregon is a new program that allows employees in Oregon to take paid time off for many of life's most important moments.

# Paid leave to care for yourself and those you love

## Types of leave covered



**Family Leave:** to care for a family member with a serious illness or injury, or to bond with a new child after birth, adoption or foster care placement.

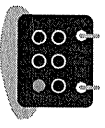


**Medical Leave:** during your own serious health condition.



**Safe Leave:** for survivors of sexual assault, domestic violence, harassment, or stalking.

## When will the Paid Leave Oregon program start?



Contributions start in January 2023. Employees can start applying for benefits in September 2023.

## Who's covered?

Any employee, no matter how many hours you work, who earned at least \$1,000 in the year before claiming paid leave may be eligible. This includes agricultural employees and those who may use an Individual Taxpayer Identification Number to file their taxes. Tribal governments, those who are self-employed, and independent contractors may choose to participate, but are not required.

## What benefits are included for Oregon employees?

- You can take up to 12 weeks of paid leave per year (up to 14 weeks for pregnancy-related medical leave).
- You can take your leave when you need—a day, week or month at a time.
- If you've worked for your employer more than 90 days, then your job is protected. Your employer cannot penalize you for taking time off.
- The benefit amount you get paid will depend on your wages and income. Visit our website for more details.
- Many employees will have 100% of their wages covered.

A new program that allows employees in Oregon to take paid time off for some of life's most important moments that impact our families, health, and safety.



**Family Leave** – to care for a family member with a serious illness or injury; or to bond with a new child after birth, adoption, or foster care placement.



**Medical Leave** – during one's own serious health condition.



**Safe Leave** – for survivors of sexual assault, domestic violence, harassment, or stalking.

**Can I use paid leave benefits if my family is sick or injured?**

Yes. You are covered to care for a family member that is sick or injured.

**Who is considered my family under the Paid Leave program?**

Any person related by blood, or whose relationship with you is like family.

**When can I apply for benefits?**

September 2023

**How much paid leave can I get?**

12 weeks of paid leave per year, plus an additional two weeks for limitations related to pregnancy. You can use paid leave one work day at a time or consecutively.

**How much money will I get?**

Many employees will get 100% of their wages replaced. Your benefit amount is based on your average wages from the previous year. The minimum weekly amount is currently about \$61, and the maximum weekly amount is about \$1,469. Minimum and maximum amounts are based on the state average weekly wage, which is updated every year on July 1.

## What are the requirements to collect paid leave benefits?

Employees requesting paid leave benefits must have:

- ➔ Experienced a qualifying event
- ➔ Completed an application
- ➔ Earned \$1,000 in wages in the past year
- ➔ Contributed to the paid leave trust fund through paycheck deductions

## When should I notify my employer I intend to take paid leave?

If you know you will need to take paid leave, you must notify your employer in writing at least 30 days before you take leave. If you need to take leave unexpectedly, you must give verbal notice within 24 hours of starting your leave and provide written notice within three days after the start of your leave.

## Which employees are covered by Paid Leave Oregon?

Paid Leave Oregon covers most employees who work in Oregon, including those who are salaried, hourly, full-time, part-time, and seasonal.

## Which employees are not covered by Paid Leave Oregon?

People who are not covered by paid leave are:

- ➔ Federal employees
- ➔ Tribal government employees
- ➔ People who are self-employed or independent contractors
- ➔ Employees that only work outside of Oregon

## If I am not covered by Paid Leave Oregon, can I choose to join the program?

Tribal governments may choose to participate in the Paid Leave program, and their employees will be covered. People who are self-employed or independent contractors may also choose to join the Paid Leave program.

## How is Oregon's Paid Leave program different from Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)?




Each program has many rules and can be complex. A chart showing details is on the Paid Leave Oregon [website](#). Please work with your human resources representative to determine which program best fits your needs.

A new program that allows employees in Oregon to take paid time off for some of life's most important moments that impact our families, health and safety.

## What are contributions and when do they start?

Employees and employers will pay contributions to support Paid Leave Oregon starting on Jan. 1, 2023.

## What are contributions used for?

-  Paid leave benefits for employees
-  Grants to help small employers when their employees use paid leave
-  Program administration

**How much are contributions?** Contributions are a percentage of wages. The rate for 2023 is 1% of up to \$132,900 in wages.

**How are contributions shared between employers and employees?** Employees pay 60% of the set contribution rate, and employers pay 40%. For example, if an employee made \$1,000 in wages, the employee would pay \$6 and the employer would pay \$4 for this paycheck. Employers may choose to pay the employee portion as a benefit for their employees.

**Which employers and employees are required to participate in Paid Leave Oregon?** All employers, except federal and tribal governments, are required to participate in the Paid Leave program. Tribal governments can choose to provide coverage through the program.

All employees, except employees of federal and tribal governments, are required to participate in Paid Leave Oregon. Employees of tribal governments participate if their tribal government chooses coverage. Self-employed individuals and independent contractors can also choose to participate.

**What support is available to small employers?** Small employers (fewer than 25 employees) are not required to pay the employer portion of contributions. The Employment Department will notify employers of their size each year.



Assistance grants are available for small employers to help with the costs of replacing an employee taking paid leave. The grants cover up to \$3,000 per employee for up to 10 employees per year (\$30,000 total). Small employers that receive grants commit to pay the employer portion of contributions for two years.

**How are wages reported and contributions paid to the department?** Contributions are a payroll tax and will be included in combined payroll forms starting in January 2023. Employers will deduct employees' paid leave contributions from paychecks. Employers will then report wages and pay both the employee and employer contributions through the combined payroll reporting process.

**Are contributions required for employees who live or work in multiple states?** Contributions are required for employees who primarily work in Oregon, even if employees live in another state or occasionally work in another state. Oregon residents who work entirely in another state do not pay contributions.

**How are Paid Leave contributions different from Unemployment Insurance tax?** The Employment Department administers both Paid Leave Oregon contributions and Unemployment Insurance taxes. Below are some program similarities and differences.

Paid Leave Oregon contributions	Unemployment Insurance taxes
Same contribution rate for all employers. Rate is not connected to benefit usage from employer.	Different tax rates for employers. Rate is connected to benefits usage from employer.
Contribution rate and maximum wage set annually by November 15.	Tax rates and taxable wage base set annually by November 15.
Contributions paid by employees and employers.	Tax paid by employers only.
Contributions based on employee wages.	Tax based on employee wages.
Contribution paid through combined payroll reporting.	Tax paid through combined payroll reporting.
No reimbursement option for employers.	Some employers can reimburse for benefits instead of paying tax.
Penalties and interests for employers for late reporting and contribution payments.	Penalties and interests for employers for late reporting and contribution payments.

**Are there alternatives to the state paid leave plan for employers?**

Yes, employers can apply for approval to use their own equivalent plan to provide benefits that are equal to or greater than those provided by the state paid leave program. Employers with an approved equivalent plan still report wages through payroll reports, but they are not required to pay contributions. Information about equivalent plans is available online at <https://paidleave.oregon.gov>.

A new program that allows workers in Oregon to take paid time off for some of life's most important moments that impact our families, health and safety.



**Family Leave** – to care for a family member with a serious illness or injury, or to bond with a new child after birth, adoption or foster care placement.



**Medical Leave** – during one's own serious health condition.



**Safe Leave** – for survivors of sexual assault, domestic violence, harassment, or stalking.

## When will the Paid Leave program start?

Employers will begin payroll contributions in January 2023, and workers will be able to apply for benefits in September 2023.

## Benefits:

- \$** Up to 12 weeks of paid leave per benefit year (up to 14 weeks for pregnancy-related medical leave). You can take leave a week or a single day at a time.
- \$** If you have been with your employer for more than 90 days, your job remains protected and safe while you use paid leave. Your employer cannot penalize you for using paid leave.
- \$** Benefit payments depend on your wages and/or income compared to the statewide average weekly wage; many will receive 100% wage replacement.

## Who is covered?

Any employee who has earned at least \$1,000 during the year prior to claiming paid leave may be eligible. Most employees working in Oregon will be covered. Tribal governments, self-employed business owners, and independent contractors may choose to participate by notifying the Paid Leave program.

# How is this funded?

The Paid Leave program is funded by a trust fund. Both workers and employers contribute to the trust fund through payroll taxes. By November 2022, the Employment Department will set the contribution rate, which may be up to 1 % of an employee's total wages.

Oregon employers will begin contributing to the paid leave trust fund on January 1, 2023. Once the rate is set, large employers will contribute 40%, and employees will contribute 60% of the total contribution for each individual. Small employers, those with fewer than 25 employees, are not required to contribute. However, grants will be available for those that choose to pay their 40%.

## Equivalent Plans.

Employers may elect to provide their own paid leave plan for their employees. These plans must provide equal to or greater benefits to employees compared to the state's paid leave plan, and they may not cost more for employees than the state's plan. The Paid Leave program must approve all employers' equivalent plans. Employers may start submitting applications for equivalent plans in September 2022.

## Get involved.

Currently we are creating the rules that will dictate how the Paid Leave program will work. We want to build a program that works for all Oregonians. We invite you to attend a public hearing or send us your comments. Visit our [Paid Leave website](#) for more information.

## Learn More.



Visit [paidleave.oregon.gov](https://paidleave.oregon.gov) and subscribe to [email updates](#).



Email us at [paidleave@oregon.gov](mailto:paidleave@oregon.gov).



Call us at 833-854-0166.

A new program that allows employees in Oregon to take paid time off for some of life's most important moments that impact our families, health and safety.

## Who are considered small employers for Paid Leave Oregon?

A small employer has less than 25 employees.

## Are small employers covered by Paid Leave Oregon?

Yes, Paid Leave Oregon covers all employers— large and small – and their employees.

## Are small employers required to pay contributions?

Contributions are paid by employees (60%) and employers (40%). Small employers are not required to pay the employer portion (40%) of contributions, but they still must withhold and submit the employee portion of contributions with their payroll reports.

## What job protections must small employers provide?

Like all employers, small employers must return employees who take paid leave back to their position if it still exists. If the position no longer exists, the employer may choose to put the employee in a different position with similar job duties with the same pay.

## Which employees are counted in the 25?

We will use payroll reports to count employees to determine employer size, including full-time, part-time, seasonal, and temporary employees, as well as out-of-state workers. Only employees hired to replace those taking paid leave are excluded from the count.

## How will employer size be determined?

Every month, employers will count the number of employees on their payroll for the pay period that includes the 12th of the month. At the end of the year, employers will add together their monthly counts from January to December and then divide that total by 12 to get their average employee count. If the average employee count is 25 or higher, then the employer is large for the next year and is required to pay employer contributions for wages paid to employees in Oregon. If the average employee count is less than 25, the employer is small and is not required to pay employer contributions. Employers can find details in the upcoming combined payroll-reporting guide and the employer guidebook.

## Does Paid Leave Oregon count employees the same as the Oregon Family Leave Act (OFLA)? If an employer isn't covered by OFLA, is it still considered a small employer for Paid Leave Oregon?

There are significant differences in how OFLA and Paid Leave Oregon determine employer size. OFLA coverage does not matter when determining employer size for Paid Leave Oregon.

	Paid Leave Oregon	OFLA
Are small employers covered?	Yes, but small employers don't pay employer contributions	No
What is a small employer?	Fewer than 25 employees	Fewer than 25 employees
Who is counted as employees?	All employees working inside and outside of Oregon	All employees working inside Oregon
How is size determined?	Monthly average number of employees in the previous year	Whether 25 or more people were employed for 20 or more workdays during each of 20 workweeks in the current or previous year

**Is there support for small employers when their employees take paid leave?** Yes. Small employers that agree to pay the employer portion of contributions can receive assistance grants to help with the costs of hiring a replacement worker or other significant wage-related costs.

## How much money is available in assistance grants?

Up to \$3,000 for each employee who takes leave, up to \$30,000 per year.

## What are the types of assistance grants?

The following grants are available:

 \$3,000 to hire a replacement worker.

 \$1,000 for wage-related costs, such as overtime or training costs.

## What are the requirements to receive a grant?

To receive a grant, small employers must commit to paying employer contributions (40% of the total rate) for at least eight calendar quarters after receiving the grant. They must complete an application and submit documentation that a replacement worker was hired or that there were wage-related costs.

## Are employers required to repay grants?

Employers only have to repay grants if there is an amendment to their employer size and they are no longer eligible for the grant they received.



Phil Chick &lt;philchickacutil@gmail.com&gt;

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**UNIVERSITY OF OREGON - OREGON HAZARDS LAB - SEISMIC MONITORING STATION PROPOSAL - ARCH CAPE DOM WATER DISTRICT (32157 Shark Creek Ln)**

2 messages

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**Sierra Morgan** <smorgan3@uoregon.edu>

Thu, Dec 1, 2022 at 3:50 PM

To: "philchickacutil@gmail.com" &lt;philchickacutil@gmail.com&gt;, "mattgardneracutil@gmail.com" &lt;mattgardneracutil@gmail.com&gt;

Hello,

My name is Sierra Morgan and I'm with the Oregon Hazards Lab, at the University of Oregon, part of the Pacific Northwest Seismic Network ([pnsn.org](https://pnsn.org)). I'm reaching out today to express my interest in partnering with the Arch Cape Domestic Water Supply District to potentially install an earthquake sensor at [32157 Shark Creek Ln](#). In this area, we would be interested to use a small plot of land (~3 ft x 3 ft) for our seismic equipment along with power and internet connectivity to be able to send the collected ground motion data back to our headquarters. We currently have permits for over 200 locations throughout the state of Oregon- many of which are currently installed, operating, and contributing data to ShakeAlert, the earthquake early warning system.

As we continue to expand our seismic monitoring network in the Pacific Northwest, we are seeking to install a ground motion sensor in the Arch Cape area as it would fill a large gap in the existing network and help provide faster alerts in the event of a nearby earthquake.

With your permission, I would like to travel to your location at 32157 Shark Creek Ln in order to meet with you, map out a potential installation plan and gather photographs. Then, after internally reviewing the site design, we would submit a supplementary installation report to you along with any other documentation needed for this process. Please forward my request onto the best contacts and do not hesitate to contact me with any questions.

Thank you,  
Sierra Morgan

**Sierra Morgan***Permitting and Contract Specialist*

The Oregon Hazards Lab | University of Oregon

Department of Earth Sciences

Eugene, OR 97403

Mobile: (916)706-8007

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

Fri, Dec 2, 2022 at 9:25 AM

To: Sierra Morgan &lt;smorgan3@uoregon.edu&gt;

Cc: "mattgardneracutil@gmail.com" &lt;mattgardneracutil@gmail.com&gt;

Hi Sierra

I tried calling you, but Your voicemail box is full. Is there a good time I can give you a call about this?

Thanks

Phil

[Quoted text hidden]

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# BOARD DIRECTOR POSITION 3 VACANCY



The Arch Cape Domestic Water Supply District Board currently has a vacancy for Position 3. This will be a board-appointed position to serve a term ending June 30<sup>th</sup> 2023. The Position will be on the May '23 ballot to serve a 2 year term.

Please visit [archcapewater.org](http://archcapewater.org) for an application, or contact Phil Chick for more information at 503-436-2790  
[philchickacutil@gmail.com](mailto:philchickacutil@gmail.com)

*Monthly Board meetings are held the third Thursday of the month at 6PM.*

WATER DISTRICT:

The Water plant distributed 1.6 million gallons to town in November.

We've received the new Kamstrup water meters. Staff will begin the installation process in January, and have the new system online by spring.

A new water service was installed at 32060 Hemlock. We can expect to get 2-4 new connections in 2023.

There is correspondence from North Coast Land Conservancy in the board packet regarding NCLC's donated service of being the Water District's fiscal agent for Arch Cape Forest project donations for the past few years. With acquisition now completed by the District, NCLC has also completed its service of providing fiscal and communications support to the District. This donated service was especially helpful to the District during our fundraising campaign. NCLC and the District will remain in partnership around stewardship and management of the Arch Cape Forest and Rainforest Reserve.

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

**November      2022**

Total Hours	<b>353.00</b>	<b>166.00</b>	<b>187.00</b>
Percentage Split		<b>47%</b>	<b>53%</b>
Total Accounts	641	295	346
Percentage Split		46%	54%

SANITARY DISTRICT:

We received 14" of rainfall in November and the plant received 5 million gallons of influent.

Maintenance of all major equipment in the control room was completed this month.

A new sewer service was installed at 32060 Hemlock. We can expect to get 2-4 new connections in 2023.

Drying Beds have been filled for the winter season.

Curran-McLeod Inc. is working on finishing up the District's FEMA grant application for the Webb Lift Station upgrade.