

OAK LODGE WATER SERVICES DISTRICT

BOARD OF DIRECTORS

REGULAR MEETING



March 15, 2022

“Enhancing Our Community’s Water Environment”



REMOTE MEETING

Board Attendance by Zoom Video/Telephone

Public Attendance by Telephone Only

March 15, 2022 at 6:00 p.m.

1. Call to Order and Meeting Facilitation Protocols
2. Service Thanks: District Engineer Jason Rice
3. Call for Public Comment
Members of the public are welcome to testify for a maximum of three minutes on agenda items.
4. Monthly Update: Oak Lodge Governance Project
5. Consideration of Agreement with Wallis Engineering for Final Design of Lift Station 2
6. Consent Agenda
 - a. January 2022 Financial Report
 - b. Approval of March 15, 2022 Board Meeting Minutes
 - c. Approval of Interim District Engineer Agreement with Water Systems Consulting, Inc.
 - d. Approval of Equipment Purchase for Trojan UV System
 - e. Approval of Amendment to Agreement with PEI for SCADA System Support
 - f. Approval of Agreement with Relay Resources for Janitorial and Landscaping Services
7. Second Reading of Proposed Ordinance No. 2022-05 Revising the Rules and Regulations
8. Appointment of FY 2023 Budget Officer
9. Adoption of FY 2023 Budget Calendar
10. Business from the Board
11. Department Reports
 - a. Finance
 - b. Technical Services
 - c. Field Operations
 - d. Plant Operations
12. Call for Public Comment

Members of the public are welcome to testify for a maximum of three minutes on agenda items.

13. Recess to Executive Session

Convene Executive Session under ORS 192.660(2)(n)(c)(vi) to discuss information about review or approval of programs relating to the security of water,

ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, and

ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

14. Adjourn Executive Session

If necessary, Board may take action on items discussed in Executive Session.

15. Adjourn Regular Meeting



AGENDA ITEM

Title	Call for Public Comment
Item No.	3
Date	March 15, 2022

Summary

The Board of Directors welcomes comment from members of the public.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



AGENDA ITEM

Title	Monthly Update: Oak Lodge Governance Project
Item No.	4
Date	March 15, 2022

Summary

The Board of Directors has extended an invitation to the Oak Lodge Governance Project for a monthly update to assure the availability of current and accurate information to the District's customers.



STAFF REPORT

To Board of Directors
From Haakon Ogbeide, Water Services Engineer
Title Consideration of Agreement with Wallis Engineering for Final Design of Lift Station 2
Item No. 5
Date March 15, 2022

Summary

This Staff Report seeks to initiate an agreement with Wallis Engineering for the final design of Lift Station 2. The agreement would encompass the attached Scope of Work totaling \$197,553 and be initiated as a Task Order under the active On-Call Services Agreement.

Background

The Lift Station Rebuild Program

The District is evaluating rebuilding all five of its wastewater lift stations, numbered 2 through 6, over the course of several years. The most critical of these, Lift Station 5 is currently under construction, while a preliminary design effort for the remaining four stations was recently completed in February 2022. The resulting Predesign Report provides design criteria, 30% design drawings, and cost estimates for each remaining station.

The summary table below gives high-level costs for rebuilding each lift station, as described in the Preliminary Design Report and Final Design of Lift Station 5.

Station Number	Current Status	Pumping Power	Estimated Cost
2	under consideration for final design	3 x 40 hp	\$1,550,000
3	to be considered for final design in future	2 x 105 hp	\$1,350,000
4	to be considered for final design in future	2 x small	\$200,000
5	fully designed and under construction	2 x 15 hp	\$950,000
6	to be considered for final design in future	2 x 5 hp	\$700,000

All the five lift station upgrades consist of the following general tasks, while each station rebuild includes some station-specific tasks in addition to the general ones:

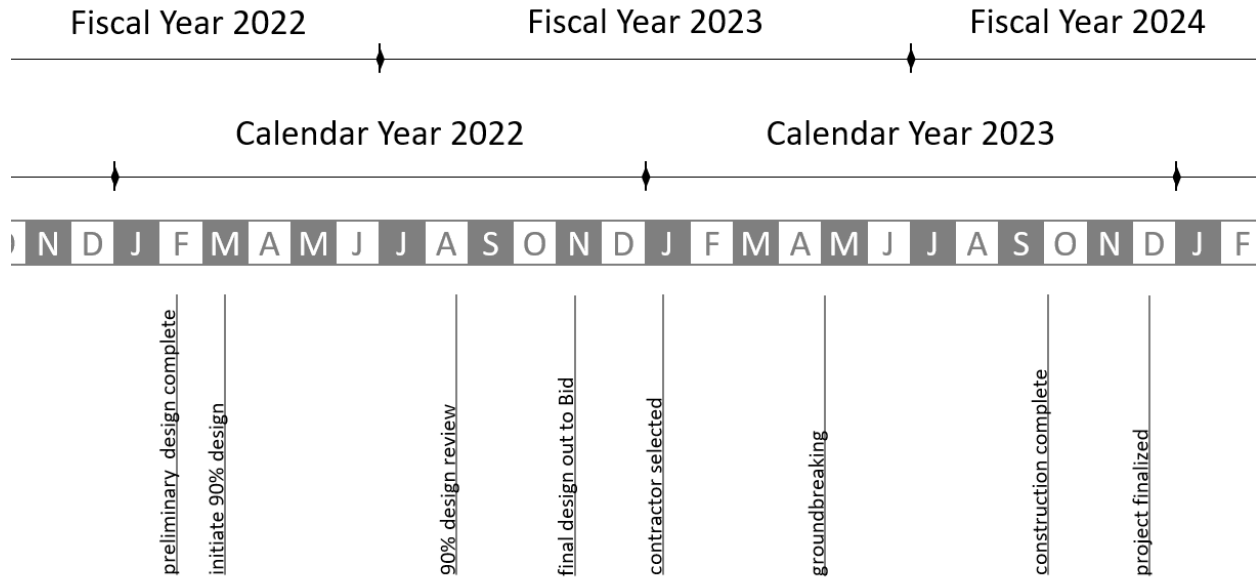
- install and operate temporary bypass pumps during construction
- reconfigure pump station structure to submersible pump configuration and epoxy coat the wetwell
- demolish all mechanical gear and install new pumps, piping, valves, hatches, and high-flow water service
- demolish all electrical gear and install new electrical service, generator, instruments, motor control, and communications

Lift Station 2 Final Design

In addition to the general tasks described above, tasks specific to Lift Station 2 include:

- Reconstruction of the above-grade building
- Addition of a portable gantry crane and crane storage shed
- Addition of a large-diameter influent manhole, and
- Surface water improvements

The Lift Station 2 Project is scheduled to span the calendar years of 2022 and 2023. The timeline below shows target milestones along the way. This schedule aims for dry-season construction work during the summer of 2023 in order to avoid bypass pumping during high winter-time flows.



Sanitary Trunk Main Capacity Project

The attached Scope of Work does not address the sanitary trunk main between Lift Station 2 and the Water Reclamation Facility. District Staff have started scoping work separate from the Lift Station 2 Project that seeks to survey and analyze this critical stretch of main. The findings from such a downstream analysis may affect the final design of Lift Station 2 in currently unknown ways. So, a contingency to address future analysis results is included in the Scope of Work attached to this Staff Report.

At the time this staff report is written, District staff have initiated discussions with the Oregon Department of Environmental Quality (DEQ) on how to address apparent limitations of the sanitary trunk main. DEQ has issued a Pre-enforcement Notice expressing their intentions and requests, and work is currently being scoped to address DEQ’s concerns. A Scope of Work for a future Sanitary Trunk Main Capacity Project would be presented for consideration at future meetings of the Board of Directors.

Past Board Actions

- May 2020 Board approves the Fiscal Year 2020-2021 Budget, including the Pump Station Rebuild Program

- May 2021 Board approves the Fiscal Year 2021-2022 Budget allocating \$200,000 for the design of Lift Stations 2, 3, 4, and 6

July 2021 Board approves “Sewer Lift Station 2, 3, 4, and 6 Pre-Design”, which created the preliminary design and cost estimate for rebuilding Lift Station 2

Budget

\$200,000 is budgeted in the current fiscal year’s Capital Improvement Plan for the design of Lift Stations 2, 3, 4, and 6. Of this, around \$70,000 has been spent on the completed Preliminary Design Report. The remaining \$130,000 will fund the attached Scope of Work for final design of Pump Station 2 through the remainder of the current fiscal year. The Capital Improvement Plan for the next two fiscal years will fund the remainder of this Design Contract. Since the Scope of Work also includes construction support, the agreement is expected to remain open until Lift Station 2 is finalized.

Funding for this work will come from the Wastewater Reclamation Capital Fund, specifically line item 72-22-7600, covering Capital Improvement Projects for Collections.

Concurrence

Technical Services Staff collaborated with Plant Operations and on-call design engineers, Wallis Engineering, in developing this Scope of Work. Additional collaboration has also been made with DEQ to address trunk main capacity.

Recommendation

Staff recommends the Board approve the General Manager to initiate a Task Order under the active On-Call Services Contract with Wallis Engineer, for the final design of Lift Station 2 for \$197,523.

Suggested Board Motion

“I move to approve the General Manager to initiate a Task Order under the active On-Call Services Contract with Wallis Engineering, for the final design of Lift Station 2 for \$197,523”

Attachments

1. Scope of Work for Lift Station No 2 Final Design

PROJECT BACKGROUND

Pump Station No. 2 is located on a residentially-zoned parcel owned by Oak Lodge Water Service District, at 1706 SE Oak Shore Lane. The existing pump station is a wetwell/drywell configuration, housed within a two-chamber subgrade concrete caisson structure, approximately 22 by 22 feet in area. One chamber consists of the drywell housing the triplex pumps and valves, and the other consists of a wetwell. The pump motors, valve operators, and electrical and control panels are housed in a CMU building sitting atop the concrete caisson. The station has a diesel-fueled backup generator, located in a fenced area behind the building.

Pump Station No. 2 is one of three wetwell/drywell pump stations owned and operated by the Oak Lodge Water Services District (District). Due to maintenance and access issues, the District intends to convert all these pump stations to submersible pump configurations. Wallis Engineering recently completed preliminary design of improvements to these three pump stations. Based on this recent effort, the District has elected to move forward with the following improvements to Pump Station No. 2:

- Modify the subgrade structure to utilize the existing drywell as the wetwell, and the existing wetwell as the valve vault.
- Install a new 72-inch diameter manhole and realign the influent sewer to the wetwell.
- Replace the existing CMU building with a new CMU building offset from the existing building.
- Replace all mechanical and electrical components.

The District has retained Wallis Engineering (Wallis) to provide engineering services for the proposed improvements.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Industrial Systems, Inc. (IS)	Electrical and Control Systems Engineering
AKS Engineering and Forestry (AKS)	Surveying
M&D Structural (M&D)	Structural Engineering
Collins Architectural Group (Collins)	Architectural Design
Bantam Engineering	Mechanical Engineering
Urban Lens Planning	Land Use Permitting

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide full project management, administration, and coordination between all subconsultants on the team, District staff, regulatory authorities, and key stakeholders. This task includes technical and financial management of the project, and leading meetings and design workshops. Key tasks will be to organize and conduct all meetings, develop and track project schedule proactively to address critical path elements and ensure on-time delivery, and communicate to District staff of project progress.

Task 1.1 Project Management and Coordination

Wallis will provide project management, schedule, coordination, and direction to the District staff and design team to track project progress and adjust as necessary. The goals, objectives and potential impacts of the project will be confirmed with the District project manager. Project management and coordination will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the District while coordinating with the project team.
- Schedule and participate in bimonthly or as-needed coordination conference calls with the District Project Manager and other staff at their request.
- Provide maintenance of a Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and District staff, agencies, and utilities.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1.2 Coordination with Department of Environmental Quality

Wallis will coordinate with the Department of Environmental Quality (DEQ) throughout design in order to ensure that DOE's requirements are being met. This will include emails and conference calls throughout final design.

Task 1.3 Coordination for Force Main Design

The District has retained AKS to complete design of a force main from the pump station to the treatment plant. The results of AKS's preliminary analyses will be necessary to incorporate into design of the pump station, in particular pump curves. Wallis will coordinate with AKS and the District to ensure that the proposed pump station improvements will accommodate the addition of a force main as an alternative to the existing trunk sewer the pump station is currently discharging to. This will include emails, phone conversations, and up to one meeting with the District and AKS.

Task 1 Assumptions:

- Design is anticipated to span a 6-month period (March 2022 – August 2022), bidding in Fall of 2022. Construction duration is unknown, but anticipated to span a 6-month period.
- All meetings with District staff will be held at the District office or other venue of District's choice.
- Wallis will hold bimonthly project coordination conference calls with the District.

Task 1 Deliverables:

- Project scope and fee
- Meeting agenda and minutes for meetings
- MS Project Schedule and updates as needed
- Monthly progress billings on a time and materials basis per task and subtask

TASK 2 SURVEY AND BASE MAPPING

Objective: Survey existing sites and facilities to provide a comprehensive base map for design.

Task 2.1 Survey and Base Mapping

AKS will complete topographic mapping for the site and road frontage necessary to design the pump station improvements and any stormwater improvements necessary. This effort will include the following:

- Survey, title, road, and as-built research
- Locating existing property corner monuments of record
- Establishing approximate property lines, right-of-way lines, and easements
- Elevating site to NAVD 88 vertical datum
- Establishing NAD 83 2011 State Plane Coordinates
- Coordinating public utility locates
- Providing notice to adjoining property owners
- Establishing FEMA Base Flood Elevations (if necessary)
- Field tying:
 - Above ground located utilities (e.g. sanitary, storm, water, gas, power, communications)
 - Hard surfaces (e.g. curb, sidewalk, concrete, asphalt, driveway drops, ramps)
 - Utility poles, light poles, and signs
 - Trees 6-inch diameter at breast height and greater
 - Building corners and overhangs near driveway / wet well, including balconies
 - Possible encroachments (e.g. fences, buildings, eaves, walls, significant landscaping)
 - Natural ground and break lines for 1-foot contours
 - Environmental flagging (up to one day if needed)

Task 2 Assumptions:

- The District will provide an updated title report
- Access to the site will be coordinated by the District
- Legal description preparation and property boundary dispute resolution are not included in this scope of work

Task 2 Deliverables:

- Base map of project site in AutoCAD 2020+ format.

TASK 3 FINAL DESIGN

Objective: Advance the pump station design to the final completion level culminating in project bidding documents.

3.1 Utility Coordination

Coordinate with private utility providers to ensure all potential conflicts with proposed work are addressed. Coordination work will include the following:

- Develop a utility contact information list and send project information letters to all utility companies involved to explain nature of the work
- Coordinate with private utility providers for relocation of existing and installation of new facilities as needed.

- Submit applicable plans to the affected private utility providers. Utility conflict notices will be sent to utilities at the 60% and 90% completion stage
- Maintain a record of correspondence with utility companies

3.2 90% PS&E

The design team will prepare and submit 90% plans, specifications, and estimate (PS&E) for District review. The 90% PS&E will include the design components described below. One internal design team meeting will be included in this scope, as well as associated design coordination. Specifications will be prepared in CSI format.

Civil and Site Design

Civil and site design will include the following:

- Finalize site plans and elevations of structures
- Finalize water service alignment

Mechanical

Final mechanical design will include the following:

- Finalize hydraulic calculations
- Finalize wetwell liquid levels
- Finalize selection and sizing of major equipment, including pumps
- Coordinate equipment selection and design with electrical and controls discipline
- Finalize selection of piping materials and ancillary equipment (check valves, plug valves, etc.)

Electrical & Controls

Final electrical and control system design will include the following:

- Coordinate with electrical utility regarding the service needs for the pump station
- Complete electrical load system calculations and generator sizing
- Design of control panels, motor control centers, disconnect panels, and other electrical and control equipment
- Site lighting, power, and instrumentation signal design

Structural

Structural design will include the following:

- Structural analysis of existing structure.
- Structural design of new building
- Structural design of modifications to existing wetwell.

Architectural

Architectural design will include the following:

- Floor plan and elevations including ADA compliant restroom facility
- Building finishes, CMU pattern and color recommendations
- Roofing recommendations and design
- CMU block seal

Building Mechanical and HVAC

Building mechanical and HVAC design will include the following:

- Mechanical design of a new HVAC system for the enclosed portion of the CMU building
- Plumbing design for the proposed bathroom and sink
- Evaluation, selection, and specifications for required equipment and materials

3.3 Final PS&E

The design team will prepare and submit final plans, specifications, and estimate for District review. The PS&E will be further refined and comments from the 90% design submittal will be reviewed and incorporated into the final PS&E.

Task 3 Assumptions:

- Final design will follow the design criteria and improvements established in the Preliminary Design Report
- Stormwater design will be limited to that necessary to improve water quality of onsite stormwater only; design of flow control - such as infiltration testing, detention and downstream analyses - is not included in this scope of work
- One review meeting will be held at a venue of the District's choice following the 60% submittal
- District will provide assistance when required for coordination with undergrounding private utilities
- Any required drawing standards will be provided by the District
- DEQ review fees will be paid by the District
- Specifications will include CSI format specifications, Divisions 1 through 40. The District will compile and provide all Division 0 specifications and all front-end documents
- SCADA communications will use a cellular link with an internet link as backup
- One site visit with PGE will be required
- Programming of PLC and SCADA system will be completed by the District's system integrator and is not included in this scope of work
- The existing method of interfacing the pump station with the District's SCADA system is adequate and no changes will be required. The new design will reconnect the new facilities in the same manner as currently exists
- Full-size, stamped, reproducible contract documents will be provided at the final stage
- An estimated total of 55 plan sheets will be prepared, as follows:

Sheets	Description	Firm
1	Cover Sheet	WE
1	Sheet Index	WE
2	General Notes, Legend & Abbreviations	WE
1	Hydraulic Profile and Pump Station Design Criteria	WE
1	Erosion Control Plan	WE
1	Erosion Control Details	WE
1	Demolition Plans	WE
1	Demolition Details	WE
1	Overall Site Plan	WE
3	Pump Station Civil Site, Utility, and Grading Plans	WE
3	Pump Station Mechanical Plans and Sections	WE
1	Swale Plan and Section	WE
2	Standard Details	WE
2	Civil Details	WE

Sheets	Description	Firm
3	Mechanical Details	WE
1	Electrical Legend and Abbreviations	IS
1	Electrical One-Line Diagrams	IS
3	Electrical Plans	IS
3	Electrical Details and Schedules	IS
1	Pump Disconnect Panel Details	IS
4	Control Panel Layout and Wiring Diagrams	IS
1	Building Floor Plan and Roof Plan	Collins
1	Wall Sections	Collins
1	Architectural Details	Collins
2	Structural General Notes, Forms and Legend	M&D
2	Structural Retrofit Plans	M&D
6	Foundation, Roof and Building Plans	M&D
3	Structural Details	M&D
2	Building Mechanical Plans and Details	Bantam

Task 3 Deliverables:

- Utility contact list and correspondence records
- 90% and final plans, specifications and estimate
- Meeting agenda and notes from Oak Lodge submittal review meeting

TASK 4 LAND USE PERMITTING

Objective: Obtain land use permit through Clackamas County’s land use permitting process.

Task 4.1 PreApplication for Type III Process

Urban Lens Planning (Urban Lens) will review site history and identify site zoning and applicable land use application code criteria considering project parameters. Based on this work, they will prepare a brief zoning code summary memorandum regarding site constraints and considerations for development with a focus on Clackamas County Zoning Code.

Urban Lens will schedule a Pre-Application Meeting to discuss the project and confirm the expected land use review(s). They will provide the zoning code summary memorandum with any issues or questions for County staff to review. At the Pre-Application Meeting, Urban Lens will discuss the required application exhibits and expectations for timeline associated with land use application process with County staff, as well as any necessary coordination with other agencies due to the project’s proximity to the Willamette River. Based on this meeting, Urban Lens will be able to confirm the local land use review, estimated timeline, and any required neighborhood outreach per Clackamas County.

Task 4.2 Prepare Type III Land Use Application (Contingency Task)

Urban Lens will prepare a Tyle III Land Use Application for review by Clackamas County. This work will start with drafting an application narrative to address criteria discussed during the PreApplication Conference. The draft will be provided for District review and comment prior to finalizing and submitting as a formal land use application to Clackamas County. Urban Lens will develop a presentation for the County’s Hearings Officer hearing, and present on behalf of the District at the hearing.

Following the hearing, Urban Lens will work with Clackamas County land use review staff to obtain completeness of the land use application and work to resolve any remaining issues.

Task 4.3 Neighborhood Meeting (Contingency Task)

If the County requires, Urban Lens will develop materials for a required Neighborhood Meeting. We will post the site with the applicable notice and distribute to residents according to County requirements.

Task 4.4 Building Permit

The pump station will require building permit approval. The project team will prepare the building permit application and submit to Clackamas County for review and approval including all necessary drawings and structural calculations.

Task 4 Assumptions:

- Team meetings will be held via Zoom or other remote method
- Meeting with County to be held remotely as per County availability
- Based on preliminary research, the expected land use review for this project is a Type III Conditional Use Review with a Clackamas County Hearings Officer
- No appeals are included; all plans and technical reports will be completed by others
- All application fees will be paid by Oak Lodge Water Service District
- All County submittals will be completed electronically
- The building permit application will be submitted using the 90% design plans.
- Building permit approval will require a preliminary submittal and one resubmittal.
- No environmental or cultural resources permitting will be necessary

Task 5 Deliverables:

- Type III Land Use Application

TASK 5 CONSTRUCTION PHASE SERVICES

Objective: Provide bidding and construction phase services as requested by the District.

Task 5.1 Construction Support

The District will lead construction management, engineering and inspection of the project. Wallis will provide support as requested by the District. This work is anticipated to include the following:

- Construction Inspection. Wallis and will conduct up to four (4) half-day construction inspection site visits and IS will conduct up to two (3) half-day site visits, including one visit to observe the pump station startup.
- Submittal Review. Contractor submittals will be routed through the District for review by Wallis, Industrial Systems, PSE, Bantam, and Collins for their conformity to the contract documents. Wallis Engineering will forward all submittal review comments to the District for final distribution to the Contractor.
- Requests for Information / Construction Observation. The District will handle general correspondence with the Contractor and answer Requests for Information (RFI) directly, and Wallis Engineering will assist the District as requested.

Task 5.2 Operations & Maintenance Manual

Wallis will provide to the District and DEQ the final O&M Manual as required by OAR 340-052-0040. A draft O&M Manual will be submitted to the District for review. Review comments will be incorporated into the final document, to be submitted to DEQ for approval.

Task 5.3 Record Drawings

Wallis Engineering will prepare record drawings incorporating any field changes related to alignment, change orders, and other project modifications as noted by the Contractor and District inspector on a redlined set of plans. An electronic copy of the record drawings will be provided.

Task 5 Assumptions:

- No work will be completed under this task unless authorized by the District
- No bidding phase support will be required beyond phone conversations.
- A 40-hour allowance has been assumed for Construction support.
- District will lead all construction inspection and management. Wallis will provide supplementary construction inspection as requested by the District. The District will provide certification to DEQ that the construction was inspected and found to be in accordance with the plans and specifications as required by OAR 340-052-0040.
- District will lead submittal review and tracking, with key submittals reviewed by Wallis and IS (major equipment items and electrical submittals).
- Construction staking, special inspection requirements as part of the building permit, and quality control testing will be completed by Contractor.
- Record Drawings will be based on markups from the Contractor; no final field survey will be completed to support record drawings.

Task 5 Deliverables:

- Electronic version of Record Drawings in PDF and AutoCAD 2018+ format
- Draft and Final Operations & Maintenance Manual
- RFI responses
- Submittal responses
- Recommendation of Award letter
- Addendum if needed

Fee Estimate

Oak Lode Water Services District | Pump Station No. 2 Final Design
February 2022 | WE# 1540A

		AE	EM2	PE3	SE2	T3	A6	A4	Wallis Labor	Expenses	Subconsultants						Total Cost	
											AKS	Bantam	Collins	Ind Sys	M&D	Urban		
		\$164.00	\$196.80	\$147.60	\$111.73	\$117.88	\$118.90	\$95.33										
Task 1	Project Management and Administration																	
1.1	Project Management and Coordination	24		8			10	12	\$ 7,449.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,449.76
1.2	Coordination with Department of Environmental Quality	8						1	\$ 1,407.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,407.33
1.3	Coordination for Force Main Design	4		6					\$ 1,541.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,541.60
	TASK 1 SUBTOTAL	36	0	14	0	0	10	13	\$ 10,398.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,398.69
Task 2	Survey and Base Mapping																	
2.1	Survey and Base Mapping			2		4			\$ 766.72	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,766.72
	TASK 2 SUBTOTAL	0	0	2	0	4	0	0	\$ 766.72	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,766.72
Task 3	Final Design																	
3.1	Utility Coordination	1		2	8				\$ 1,353.04	\$ 20.00 (M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,373.04
3.2	90% PS&E	28	12	48	72	56		16	\$ 30,209.52	\$ -	\$ -	\$ 10,773.33	\$ 5,400.00	\$ 31,800.00	\$ 8,000.00	\$ -	\$ -	\$ 86,182.85
3.3	Final PS&E	18	6	36	52	36		8	\$ 20,262.68	\$ -	\$ -	\$ 3,626.67	\$ 4,687.50	\$ 9,620.00	\$ 2,500.00	\$ -	\$ -	\$ 40,696.85
	TASK 3 SUBTOTAL	47	18	86	132	92	0	24	\$ 51,825.24	\$ 20.00	\$ -	\$ 14,400.00	\$ 10,087.50	\$ 41,420.00	\$ 10,500.00	\$ -	\$ -	\$ 128,252.74
Task 4	Land Use Permitting																	
4.1	PreApplication for Type III Process	4		8		4			\$ 2,308.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,560.00	\$ 4,868.32
4.2	Prepare Type III Land Use Application (Contingency Task)	8	4	6		4			\$ 3,456.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,168.00	\$ 10,624.32
4.3	Neighborhood Meeting (Contingency Task)					4			\$ 471.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,760.00	\$ 3,231.52
4.4	Building Permit	2							\$ 328.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,828.00
	TASK 4 SUBTOTAL	14	4	14	0	12	0	0	\$ 6,564.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 20,552.16
Task 5	Construction Phase Services																	
5.1	Construction Support	8		32	12				\$ 7,375.96	\$ 160.00 (M)	\$ -	\$ 960.00	\$ 750.00	\$ 8,830.00	\$ 1,500.00	\$ -	\$ -	\$ 19,575.96
5.2	Operations & Maintenance Manual	2		24	32	4		16	\$ 9,442.56	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ 9,442.56
5.3	Record Drawings			4		8			\$ 1,533.44	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 1,533.44
	TASK 5 SUBTOTAL	10	0	60	44	12	0	16	\$ 18,351.96	\$ 160.00	\$ -	\$ 960.00	\$ 750.00	\$ 8,830.00	\$ 1,500.00	\$ -	\$ -	\$ 30,551.96
	Project Subtotal	107	22	176	176	120	10	53	\$ 87,906.77	\$ 180.00	\$ 7,000.00	\$ 15,360.00	\$ 10,837.50	\$ 50,250.00	\$ 13,500.00	\$ 12,488.00	\$ -	\$ 197,522.27

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 87,906.77
Wallis Expenses	\$ 180.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
Subconsultants	
AKS	\$ 7,000.00
Bantam	\$ 15,360.00
Collins	\$ 10,837.50
Ind Sys	\$ 50,250.00
M&D	\$ 13,500.00
Urban	\$ 12,488.00
TOTAL BUDGET	\$ 197,522.27



RATE SCHEDULE

Rate Schedule good through December, 31, 2023

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$164.00	\$164.00
Senior Engineer	\$218.33	\$218.33
Engineering Manager I - VI	\$190.65	\$217.30
Project Engineer I - IX	\$126.08	\$183.48
Staff Engineer I - IV	\$105.58	\$119.93
Engineering Intern I - III	\$66.63	\$76.88
Designer	\$133.25	\$152.73
Landscape Architect	\$158.88	\$158.88
Construction Manager	\$143.50	\$143.50
Inspector	\$102.50	\$120.95
Technician I-IV	\$82.00	\$129.15
Administrative I – VI	\$51.25	\$118.90

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

CONSENT AGENDA

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Consent Agenda
Item No. 6
Date March 15, 2022

Summary

The Board of Directors has a standing item on the regular monthly meeting agenda called "Consent Agenda." This subset of the regular agenda provides for the Board to relegate routine business functions not requiring discussion to a consent agenda where all included items can be acted upon by a single act.

The Consent Agenda includes:

- a. **January Financial Report**
- b. **Approval of February 15, 2022 Regular Board Meeting Minutes**
- c. **Approval of Interim District Engineer Agreement with Water Systems Consulting, Inc.**
- d. **Approval of Equipment Purchase for Trojan UV System**
- e. **Approval of Amendment to Agreement with PEI for SCADA System Support**
- f. **Approval of Agreement with Relay Resources for Janitorial and Landscaping Services**

Options for Consideration

1. Approve the Consent Agenda as listed on the meeting agenda.
2. Request one or more items listed on the Consent Agenda be pulled from the Consent Agenda for discussion.

Recommendation

Staff requests that the Board approve the items listed under the Consent Agenda.

Suggested Board Motion

"I move to approve the Consent Agenda."

Approved By _____

Date _____



MONTHLY FINANCIAL REPORT

To	Board of Directors
From	Gail Stevens, Finance Director
Title	January 2022 Financial Reports
Item No.	6a
Date	March 4, 2022, for March 15, 2022 Meeting

Reports

- January 2022 Monthly Overview (Including Cash and Investment Balances)
- January 2022 Budget to Actual Report
- January 2022 Budget Account Roll Up Report

**Oak Lodge Water Services
Monthly Overview
January 2022**

This report summarizes the revenues and expenditures for January 2022. Also incorporated in this report are account balances, including all cash and investment activity as well as checks and withdrawals.

Cash and Investments

Account Balances As of:		
January 31, 2022	Interest Rate	Balance
Account		
Wells Fargo Bank Checking-3552	0.25%	\$ 1,348,409
LGIP	0.45%	\$ 14,412,399
Total		\$ 15,760,809

The District’s checks, electronic withdrawals, and bank drafts total \$754 thousand for January 2022.

Below is a table identifying the District’s three principal sources of service charges in each fund with a comparison between annual budget estimates and year-to-date service charge fees.

<u>GL Account</u>	<u>Service Charge</u>	<u>Budget Estimate</u>	<u>Period Amount</u>	<u>Year-to-Date Amount</u>	<u>Percentage of Budget</u>
10-00-4211	Water sales	4,120,000	284,042	2,588,700	62.83%
20-00-4212	Wastewater charges	8,459,000	627,141	4,893,625	57.85%
30-00-4213	Watershed protection	1,566,000	129,790	921,516	58.85%
	Subtotal	\$ 14,145,000	\$ 1,040,974	\$ 8,403,841	59.41%

The percentage of budget is calculated by dividing the ending balance by the budget.

With respect to revenues, the percentage of budget is affected by seasonal variations. The expectation is that the District would recognize a greater percentage of revenue in the first half of the fiscal year than in the second half.

With respect to expenditures, at the end of January expenditures are overall 34.3% of budget. When excluding Contingencies, expenditures are 45.9% of budget, with 58.3% of the fiscal year completed.

Review of expenditure lines that are above 64% of budget:

1. **6180 Dues & Subscriptions** is at 81.1% of budget. This account is on trend to be on budget because most of the expense occurs in the first half of the fiscal year.

2. **6320 Building & Grounds** is at 72.6% of budget. This is due to the cost to repair water damage in the Administrative building. The insurance claim will offset this cost in the next period.
3. **6780 Taxes, Fees & Permits** is at 66.2% of the budget. As of January, the annual MS4 was recorded. Only the Wastewater System Operator permit remains to be recorded this fiscal year. Based on review of the account, the budget will be sufficient for this fiscal year.

Low Income Rate Relief Program Overview

The District allows eligible customers to obtain a discounted rate on a portion of their bill. The District budgets resources to fund the revenue losses due to the program at the rate of 0.5% of budgeted service charge revenue. The budgeted amount serves as a cap to the program’s cost which can only be exceeded with approval from the District’s Board of Directors.

Below is a table identifying the number of accounts in the program and an estimated monthly discount and year-to-date value based on a single-family residential account with a standard 5/8” Water Meter and 6 CCF of water consumption per month.

Total Number of Accounts	Discount	Cap per Policy	Estimated Monthly Discount	Estimated Year-to-Date Discount	Estimated Percentage of Budget
125	Low Income Rate Relief	\$ 70,725	\$ (5,270)	\$ 33,595	47.50%

General Ledger
Budget to Actual



User: Gail
Printed: 3/5/2022 2:32:36 PM
Period 07 - 07
Fiscal Year 2022

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05	Administrative Services					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
05-00-3500	Fund balance	978,000.00	0.00	1,237,220.94	0.00	126.51
	<i>Beginning Fund Balance</i>	<i>978,000.00</i>	<i>0.00</i>	<i>1,237,220.94</i>	<i>0.00</i>	<i>126.51</i>
	NonDivisional	978,000.00	0.00	1,237,220.94	0.00	126.51
	Fund Balance	978,000.00	0.00	1,237,220.94	0.00	126.51
	NonDivisional					
	<i>Revenue</i>					
05-00-4230	Contracted Services Revenue	57,400.00	4,000.00	33,400.00	0.00	58.19
05-00-4610	Investment revenue	3,000.00	534.52	3,039.63	0.00	101.32
05-00-4630	Miscellaneous revenues	1,000.00	13,638.50	21,538.50	0.00	2,153.85
	<i>Revenue</i>	<i>61,400.00</i>	<i>18,173.02</i>	<i>57,978.13</i>	<i>0.00</i>	<i>94.43</i>
	NonDivisional	61,400.00	18,173.02	57,978.13	0.00	94.43
	Transfers & Contingencies					
	<i>Revenue</i>					
05-29-4910	Transfer in from Fund 10	1,500,000.00	125,000.00	875,000.00	0.00	58.33
05-29-4920	Transfer in from Fund 20	1,899,000.00	158,250.00	1,107,750.00	0.00	58.33
05-29-4930	Transfer in from Fund 30	1,008,000.00	84,000.00	588,000.00	0.00	58.33
	<i>Revenue</i>	<i>4,407,000.00</i>	<i>367,250.00</i>	<i>2,570,750.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	4,407,000.00	367,250.00	2,570,750.00	0.00	58.33
	Revenue	4,468,400.00	385,423.02	2,628,728.13	0.00	58.83
	AdminFinance					
	<i>Personnel Services</i>					
05-01-5110	Regular employees	657,000.00	44,753.97	295,659.21	0.00	45.00
05-01-5130	Overtime	5,000.00	471.87	1,569.32	0.00	31.39
05-01-5210	Healthdental insurance	127,000.00	7,731.22	48,807.48	0.00	38.43
05-01-5230	Social security	51,000.00	3,370.79	19,557.30	0.00	38.35
05-01-5240	Retirement	128,000.00	7,932.29	55,799.61	0.00	43.59
05-01-5250	TrimetWBF	6,000.00	358.22	2,306.54	0.00	38.44
05-01-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
05-01-5270	Workers compensation	1,000.00	0.00	349.55	0.00	34.96
05-01-5290	Other employee benefits	2,000.00	33.45	222.35	0.00	11.12
	<i>Personnel Services</i>	<i>982,000.00</i>	<i>64,651.81</i>	<i>424,271.36</i>	<i>0.00</i>	<i>43.20</i>
	<i>Materials & Services</i>					
05-01-6110	Legal services	375,000.00	5,008.00	113,309.34	0.00	30.22
05-01-6120	Accounting and audit services	50,000.00	1,050.00	30,345.00	0.00	60.69
05-01-6155	Contracted Services	188,000.00	27,589.07	166,809.82	7,800.00	88.73
05-01-6180	Dues and subscriptions	42,000.00	2,262.39	34,069.89	0.00	81.12
05-01-6220	Electricity	14,000.00	1,270.69	8,281.65	0.00	59.15
05-01-6240	Natural gas	4,000.00	559.93	1,642.67	0.00	41.07
05-01-6290	Other utilities	10,000.00	0.00	2,866.28	0.00	28.66
05-01-6310	Janitorial services	15,000.00	1,224.24	8,569.68	0.00	57.13

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-01-6320	Buildings and grounds maint	20,000.00	9,675.74	20,030.22	2,800.00	100.15
05-01-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-01-6420	Staff training	12,000.00	2,481.76	2,760.28	7,200.00	23.00
05-01-6510	Office supplies	32,000.00	1,660.53	17,021.90	0.00	53.19
05-01-6730	Communications	2,000.00	0.00	1,174.50	0.00	58.73
05-01-6740	Advertising	1,000.00	0.00	0.00	0.00	0.00
05-01-6760	Equipment rental	5,000.00	0.00	2,051.82	0.00	41.04
05-01-6770	Bank charges	140,000.00	26.40	73,883.72	0.00	52.77
05-01-6780	Taxes, Fees, Permits	1,500.00	0.00	948.36	0.00	63.22
05-01-6785	ECAP Payments	76,000.00	4,236.38	21,825.11	0.00	28.72
05-01-6900	Miscellaneous expense	1,000.00	0.00	539.90	0.00	53.99
	<i>Materials & Services</i>	<i>989,500.00</i>	<i>57,045.13</i>	<i>506,130.14</i>	<i>17,800.00</i>	<i>51.15</i>
	AdminFinance	1,971,500.00	121,696.94	930,401.50	17,800.00	47.19
	Human Resources					
	<i>Personnel Services</i>					
05-02-5110	Regular employees	188,000.00	15,065.40	102,707.15	0.00	54.63
05-02-5130	Overtime	5,000.00	0.00	796.51	0.00	15.93
05-02-5210	Healthdental insurance	27,000.00	1,827.52	11,509.29	0.00	42.63
05-02-5230	Social security	15,000.00	1,129.35	7,765.95	0.00	51.77
05-02-5240	Retirement	34,000.00	2,699.71	18,872.38	0.00	55.51
05-02-5250	TrimetWBF	2,000.00	120.62	819.83	0.00	40.99
05-02-5270	Workers compensation	1,000.00	0.00	106.92	0.00	10.69
05-02-5290	Other employee benefits	1,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>273,000.00</i>	<i>20,842.60</i>	<i>142,578.03</i>	<i>0.00</i>	<i>52.23</i>
	<i>Materials & Services</i>					
05-02-6155	Contracted Services	16,000.00	0.00	1,325.60	0.00	8.29
05-02-6175	Records Management	8,000.00	838.98	3,025.98	0.00	37.82
05-02-6230	Telephone	57,000.00	6,052.32	32,504.85	0.00	57.03
05-02-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-02-6420	Staff training	12,000.00	917.85	5,486.85	0.00	45.72
05-02-6440	Board Expense	7,000.00	0.00	916.74	0.00	13.10
05-02-6510	Office supplies	1,000.00	0.00	0.00	0.00	0.00
05-02-6540	Safety Supplies	2,000.00	184.94	1,772.50	0.00	88.63
05-02-6560	Uniforms	36,000.00	2,160.92	23,096.62	0.00	64.16
05-02-6610	Board Compensation	2,500.00	0.00	15.51	0.00	0.62
05-02-6720	Insurance-General	270,000.00	83,754.33	83,875.33	0.00	31.06
05-02-6730	Communications	4,000.00	57.92	705.68	0.00	17.64
05-02-6740	Advertising	5,500.00	199.00	4,028.46	0.00	73.24
05-02-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>423,000.00</i>	<i>94,166.26</i>	<i>156,754.12</i>	<i>0.00</i>	<i>37.06</i>
	Human Resources	696,000.00	115,008.86	299,332.15	0.00	43.01
	Technical Services					
	<i>Personnel Services</i>					
05-03-5110	Regular employees	622,000.00	52,934.50	363,362.62	0.00	58.42
05-03-5130	Overtime	5,000.00	380.13	1,190.34	0.00	23.81
05-03-5210	Healthdental Insurance	93,000.00	6,838.56	42,846.42	0.00	46.07
05-03-5230	Social security	49,000.00	4,022.55	26,028.89	0.00	53.12
05-03-5240	Retirement	119,000.00	10,216.28	70,844.63	0.00	59.53
05-03-5250	TrimetWBF	5,000.00	427.34	2,896.11	0.00	57.92
05-03-5270	Workers compensation	1,000.00	0.00	330.93	0.00	33.09
05-03-5290	Other employee benefits	2,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>896,000.00</i>	<i>74,819.36</i>	<i>507,499.94</i>	<i>0.00</i>	<i>56.64</i>
	<i>Materials & Services</i>					
05-03-6155	Contracted Services	165,500.00	9,363.99	39,463.23	55,176.13	23.84
05-03-6180	Dues and subscriptions	0.00	0.00	0.00	0.00	0.00
05-03-6350	Computer maintenance	318,000.00	12,896.49	179,002.33	30,100.00	56.29
05-03-6410	Mileage	3,000.00	223.48	223.48	0.00	7.45
05-03-6420	Staff training	15,000.00	445.35	4,237.90	0.00	28.25
05-03-6430	Certifications	500.00	0.00	100.00	0.00	20.00
05-03-6510	Office supplies	0.00	298.99	1,612.04	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-03-6530	Small tools and equipment	6,000.00	0.00	2,328.00	0.00	38.80
05-03-6540	Safety supplies	2,500.00	85.00	1,266.68	0.00	50.67
05-03-6730	Communications	119,000.00	13,671.35	25,560.81	44,631.48	21.48
05-03-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>630,500.00</i>	<i>36,984.65</i>	<i>253,794.47</i>	<i>129,907.61</i>	<i>40.25</i>
	Technical Services	1,526,500.00	111,804.01	761,294.41	129,907.61	49.87
	Vehicle Services					
	<i>Materials & Services</i>					
05-04-6330	Vehicleequipment maintenance	70,000.00	3,960.61	33,443.58	4,067.18	47.78
05-04-6520	Fuels and Oils	51,000.00	2,193.07	17,525.11	0.00	34.36
	<i>Materials & Services</i>	<i>121,000.00</i>	<i>6,153.68</i>	<i>50,968.69</i>	<i>4,067.18</i>	<i>42.12</i>
	Vehicle Services	121,000.00	6,153.68	50,968.69	4,067.18	42.12
	Special Payments					
	<i>Special Payments</i>					
05-25-6990	Special Payments - PERS	550,000.00	0.00	0.00	0.00	0.00
	<i>Special Payments</i>	<i>550,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Special Payments	550,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
05-29-9000	Contingency	581,400.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>581,400.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	581,400.00	0.00	0.00	0.00	0.00
05	Expense	5,446,400.00	354,663.49	2,041,996.75	151,774.79	37.49
	Administrative Services	0.00	30,759.53	1,823,952.32	-151,774.79	0.00
10	Drinking Water					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
10-00-3500	Fund balance	1,086,000.00	0.00	1,273,446.22	0.00	117.26
	<i>Beginning Fund Balance</i>	<i>1,086,000.00</i>	<i>0.00</i>	<i>1,273,446.22</i>	<i>0.00</i>	<i>117.26</i>
	NonDivisional	1,086,000.00	0.00	1,273,446.22	0.00	117.26
	Fund Balance	1,086,000.00	0.00	1,273,446.22	0.00	117.26
	NonDivisional					
	<i>Revenue</i>					
10-00-4210	Water Sales - CRW	30,000.00	0.00	18,784.90	0.00	62.62
10-00-4211	Water sales	4,120,000.00	284,042.39	2,588,699.73	0.00	62.83
10-00-4215	Penalties and late charges	10,000.00	1,312.69	10,989.53	0.00	109.90
10-00-4220	System development charges	0.00	0.00	123,145.00	0.00	0.00
10-00-4240	Service installations	10,000.00	10,024.00	20,326.00	0.00	203.26
10-00-4280	Rents & leases	200,000.00	14,475.61	108,271.62	0.00	54.14
10-00-4290	Other charges for services	10,000.00	3,378.89	14,490.39	0.00	144.90
10-00-4610	Investment revenue	7,000.00	316.61	2,089.89	0.00	29.86
10-00-4630	Miscellaneous revenues	25,000.00	80.00	26,178.40	0.00	104.71
	<i>Revenue</i>	<i>4,412,000.00</i>	<i>313,630.19</i>	<i>2,912,975.46</i>	<i>0.00</i>	<i>66.02</i>
	NonDivisional	4,412,000.00	313,630.19	2,912,975.46	0.00	66.02
	Revenue	4,412,000.00	313,630.19	2,912,975.46	0.00	66.02
	Drinking Water					
	<i>Personnel Services</i>					
10-20-5110	Regular employees	677,000.00	57,118.94	390,803.93	0.00	57.73
10-20-5130	Overtime	29,000.00	1,888.77	17,939.78	0.00	61.86

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
10-20-5210	Healthdental insurance	134,000.00	8,815.24	55,586.07	0.00	41.48
10-20-5230	Social Security	53,000.00	4,438.23	30,802.43	0.00	58.12
10-20-5240	Retirement	127,000.00	11,277.08	79,262.74	0.00	62.41
10-20-5250	TrimetWBF	6,000.00	473.23	3,250.40	0.00	54.17
10-20-5270	Workers compensation	19,000.00	0.00	7,091.25	0.00	37.32
10-20-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,050,000.00</i>	<i>84,011.49</i>	<i>584,736.60</i>	<i>0.00</i>	<i>55.69</i>
	<i>Materials & Services</i>					
10-20-6155	Contracted Services	66,000.00	1,285.00	27,421.49	32,488.51	41.55
10-20-6220	Electricity	32,000.00	2,579.05	20,431.14	0.00	63.85
10-20-6240	Natural gas	3,000.00	193.88	1,393.72	0.00	46.46
10-20-6290	Other utilities	3,000.00	291.37	1,909.97	0.00	63.67
10-20-6320	Buildings & grounds	40,000.00	0.00	31,729.49	0.00	79.32
10-20-6340	Distribution system maint	250,000.00	24,292.15	145,270.25	31,414.80	58.11
10-20-6410	Mileage	0.00	0.00	42.56	0.00	0.00
10-20-6420	Staff training	15,000.00	842.58	5,037.01	0.00	33.58
10-20-6430	Certifications	2,000.00	190.00	2,155.00	0.00	107.75
10-20-6530	Small tools & equipment	9,000.00	407.23	6,402.22	2,350.00	71.14
10-20-6540	Safety supplies	15,000.00	452.92	10,783.03	0.00	71.89
10-20-6550	Operational Supplies	7,000.00	333.87	4,003.95	0.00	57.20
10-20-6560	Uniforms	0.00	0.00	-1,241.47	0.00	0.00
10-20-6710	Purchased water	1,117,000.00	0.00	623,368.65	0.00	55.81
10-20-6715	Water quality program	12,000.00	-150.00	5,497.66	3,131.00	45.81
10-20-6760	Equipment Rental	3,000.00	0.00	735.16	0.00	24.51
10-20-6780	Taxes, Fees, Permits	18,000.00	200.00	14,403.88	0.00	80.02
10-20-6900	Miscellaneous expense	1,000.00	0.00	492.92	0.00	49.29
	<i>Materials & Services</i>	<i>1,593,000.00</i>	<i>30,918.05</i>	<i>899,836.63</i>	<i>69,384.31</i>	<i>56.49</i>
	Drinking Water	2,643,000.00	114,929.54	1,484,573.23	69,384.31	56.17
	Debt Service					
	<i>Materials & Services</i>					
10-24-6815	Zions Bank loan-principal	183,000.00	183,000.00	183,000.00	0.00	100.00
10-24-6825	Zions Bank loan-interest	26,000.00	12,992.70	25,985.40	0.00	99.94
	<i>Materials & Services</i>	<i>209,000.00</i>	<i>195,992.70</i>	<i>208,985.40</i>	<i>0.00</i>	<i>99.99</i>
	Debt Service	209,000.00	195,992.70	208,985.40	0.00	99.99
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
10-29-8105	Transfers out to Fund 05	1,500,000.00	125,000.00	875,000.00	0.00	58.33
10-29-8171	Transfers out to Fund 71	500,000.00	41,667.00	291,669.00	0.00	58.33
10-29-9000	Contingency	646,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>2,646,000.00</i>	<i>166,667.00</i>	<i>1,166,669.00</i>	<i>0.00</i>	<i>44.09</i>
	Transfers & Contingencies	2,646,000.00	166,667.00	1,166,669.00	0.00	44.09
10	Expense	5,498,000.00	477,589.24	2,860,227.63	69,384.31	52.02
	Drinking Water	0.00	-163,959.05	1,326,194.05	-69,384.31	0.00
20	Wastewater Reclam. NonDivisional					
	<i>Beginning Fund Balance</i>					
20-00-3500	Fund balance	834,900.00	0.00	929,019.94	0.00	111.27
	<i>Beginning Fund Balance</i>	<i>834,900.00</i>	<i>0.00</i>	<i>929,019.94</i>	<i>0.00</i>	<i>111.27</i>
	NonDivisional	834,900.00	0.00	929,019.94	0.00	111.27
	Fund Balance	834,900.00	0.00	929,019.94	0.00	111.27
	NonDivisional Revenue					
20-00-4212	Wastewater charges	8,459,000.00	627,140.90	4,893,625.14	0.00	57.85
20-00-4215	Penalties & late charges	10,000.00	628.43	4,133.00	0.00	41.33

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
20-00-4220	System development charges	125,000.00	5,165.00	51,650.00	0.00	41.32
20-00-4290	Other charges for services	20,000.00	200.00	7,795.30	0.00	38.98
20-00-4610	Investment revenue	2,000.00	110.47	413.16	0.00	20.66
20-00-4630	Miscellaneous revenues	8,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>8,624,000.00</i>	<i>633,244.80</i>	<i>4,957,616.60</i>	<i>0.00</i>	<i>57.49</i>
	NonDivisional	8,624,000.00	633,244.80	4,957,616.60	0.00	57.49
	Transfers & Contingencies					
	<i>Revenue</i>					
20-29-4940	Transfers in from Fund 40	623,800.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>623,800.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	623,800.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	9,247,800.00	633,244.80	4,957,616.60	0.00	53.61
	Wastewater-Plant					
	<i>Personnel Services</i>					
20-21-5110	Regular employees	704,000.00	68,917.63	370,035.57	0.00	52.56
20-21-5130	Overtime	40,000.00	4,898.00	21,060.01	0.00	52.65
20-21-5210	Healthdental insurance	185,000.00	9,069.28	72,685.48	0.00	39.29
20-21-5230	Social security	55,000.00	5,557.31	29,327.46	0.00	53.32
20-21-5240	Retirement	127,000.00	7,481.92	58,977.94	0.00	46.44
20-21-5250	TrimetWBF	6,000.00	591.51	3,091.55	0.00	51.53
20-21-5270	Workers compensation	18,000.00	0.00	7,356.84	0.00	40.87
20-21-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,140,000.00</i>	<i>96,515.65</i>	<i>562,534.85</i>	<i>0.00</i>	<i>49.35</i>
	<i>Materials & Services</i>					
20-21-6155	Contracted Services	178,000.00	17,935.63	124,260.37	20,894.76	69.81
20-21-6220	Electricity	276,000.00	31,757.64	172,190.38	0.00	62.39
20-21-6240	Natural gas	2,000.00	160.74	456.86	0.00	22.84
20-21-6250	Solid waste disposal	42,000.00	1,147.64	11,042.22	19,307.06	26.29
20-21-6290	Other utilities	2,000.00	39.91	270.19	0.00	13.51
20-21-6310	Janitorial services	10,000.00	824.25	5,769.75	0.00	57.70
20-21-6320	Buildings & grounds	58,000.00	3,461.14	34,608.33	0.00	59.67
20-21-6342	WRF system maintenance	270,000.00	3,354.28	80,289.35	24,674.90	29.74
20-21-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
20-21-6420	Staff training	9,000.00	0.00	802.67	0.00	8.92
20-21-6430	Certifications	2,000.00	240.00	400.00	0.00	20.00
20-21-6525	Chemicals	55,000.00	8,187.28	34,513.49	21,678.25	62.75
20-21-6530	Small tools & equipment	10,000.00	0.00	4,381.30	0.00	43.81
20-21-6540	Safety supplies	20,000.00	1,914.88	10,063.22	0.00	50.32
20-21-6550	Operational supplies	14,000.00	102.10	1,450.52	0.00	10.36
20-21-6560	Uniforms	0.00	0.00	-630.47	0.00	0.00
20-21-6590	Other supplies	10,000.00	0.00	1,541.49	0.00	15.41
20-21-6740	Advertising	1,000.00	0.00	125.00	0.00	12.50
20-21-6750	Other purchased services	0.00	0.00	3,154.53	0.00	0.00
20-21-6780	Taxes, Fees, Permits	72,900.00	1,051.51	49,735.76	0.00	68.22
20-21-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>1,033,900.00</i>	<i>70,177.00</i>	<i>534,424.96</i>	<i>86,554.97</i>	<i>51.69</i>
	Wastewater-Plant	2,173,900.00	166,692.65	1,096,959.81	86,554.97	50.46
	Wastewater-Collections					
	<i>Personnel Services</i>					
20-22-5110	Regular employees	488,000.00	31,237.08	216,518.24	0.00	44.37
20-22-5120	Temporaryseasonal employees	0.00	0.00	4,518.00	0.00	0.00
20-22-5130	Overtime	11,000.00	342.27	4,945.37	0.00	44.96
20-22-5210	Healthdental insurance	109,000.00	7,715.46	48,885.71	0.00	44.85
20-22-5230	Social security	38,000.00	2,409.69	17,248.53	0.00	45.39
20-22-5240	Retirement	63,000.00	5,659.00	40,611.14	0.00	64.46

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
20-22-5250	TrimetWBF	4,000.00	256.94	1,825.53	0.00	45.64
20-22-5270	Workers compensation	11,000.00	0.00	5,099.63	0.00	46.36
20-22-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>729,000.00</i>	<i>47,620.44</i>	<i>339,652.15</i>	<i>0.00</i>	<i>46.59</i>
	<i>Materials & Services</i>					
20-22-6320	Buildings & grounds	1,000.00	0.00	0.00	0.00	0.00
20-22-6342	Collection system maint.	50,000.00	3,880.00	12,382.09	1,628.00	24.76
20-22-6390	Other repairs & maintenance	5,000.00	0.00	0.00	0.00	0.00
20-22-6410	Mileage	0.00	0.00	107.52	0.00	0.00
20-22-6420	Staff training	8,000.00	555.83	2,829.73	0.00	35.37
20-22-6430	Certifications	2,000.00	100.00	660.00	0.00	33.00
20-22-6530	Small tools & equipment	15,000.00	1,205.96	6,146.84	793.62	40.98
20-22-6540	Safety supplies	9,000.00	0.00	5,222.66	0.00	58.03
20-22-6550	Operational supplies	5,000.00	981.02	3,111.35	0.00	62.23
20-22-6560	Uniforms	0.00	0.00	-840.49	0.00	0.00
20-22-6750	Other purchased services	0.00	0.00	2,188.80	0.00	0.00
20-22-6780	Taxes, Fees, Permits	14,500.00	729.60	4,342.65	0.00	29.95
20-22-6900	Miscellaneous expense	1,000.00	0.00	248.91	0.00	24.89
	<i>Materials & Services</i>	<i>110,500.00</i>	<i>7,452.41</i>	<i>36,400.06</i>	<i>2,421.62</i>	<i>32.94</i>
	Wastewater-Collections	839,500.00	55,072.85	376,052.21	2,421.62	44.79
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
20-29-8105	Transfers out to Fund 05	1,899,000.00	158,250.00	1,107,750.00	0.00	58.33
20-29-8150	Transfers out to Fund 50	3,412,000.00	647,000.00	1,857,000.00	0.00	54.43
20-29-8172	Transfers out to Fund 72	1,000,000.00	83,333.00	583,331.00	0.00	58.33
20-29-9000	Contingency	758,300.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>7,069,300.00</i>	<i>888,583.00</i>	<i>3,548,081.00</i>	<i>0.00</i>	<i>50.19</i>
	Transfers & Contingencies	7,069,300.00	888,583.00	3,548,081.00	0.00	50.19
20	Expense	10,082,700.00	1,110,348.50	5,021,093.02	88,976.59	49.80
	Wastewater Reclam.	0.00	-477,103.70	865,543.52	-88,976.59	0.00
30	Watershed Protection NonDivisional					
	<i>Beginning Fund Balance</i>					
30-00-3500	Fund balance	659,000.00	0.00	677,232.52	0.00	102.77
	<i>Beginning Fund Balance</i>	<i>659,000.00</i>	<i>0.00</i>	<i>677,232.52</i>	<i>0.00</i>	<i>102.77</i>
	NonDivisional	659,000.00	0.00	677,232.52	0.00	102.77
	Fund Balance	659,000.00	0.00	677,232.52	0.00	102.77
	NonDivisional Revenue					
30-00-4213	Watershed protection fees	1,566,000.00	129,790.40	921,516.35	0.00	58.85
30-00-4215	Penalties & late charges	1,000.00	225.88	1,462.20	0.00	146.22
30-00-4290	Other charges for services	25,000.00	3,630.00	12,330.86	0.00	49.32
30-00-4610	Investment revenue	2,000.00	165.16	1,242.72	0.00	62.14
30-00-4630	Miscellaneous revenues	1,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,595,000.00</i>	<i>133,811.44</i>	<i>936,552.13</i>	<i>0.00</i>	<i>58.72</i>
	NonDivisional	1,595,000.00	133,811.44	936,552.13	0.00	58.72
	Revenue	1,595,000.00	133,811.44	936,552.13	0.00	58.72
	Watershed Protection Personnel Services					
30-23-5110	Regular employees	92,000.00	7,593.29	53,006.40	0.00	57.62
30-23-5130	Overtime	1,000.00	0.00	5.54	0.00	0.55
30-23-5210	Healthdental insurance	30,000.00	2,627.00	16,647.28	0.00	55.49
30-23-5230	Social Security	8,000.00	558.93	3,915.43	0.00	48.94

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
30-23-5240	Retirement	17,000.00	1,360.73	9,599.95	0.00	56.47
30-23-5250	TrimetWBF	1,000.00	59.54	414.13	0.00	41.41
30-23-5270	Workers compensation	3,000.00	0.00	961.41	0.00	32.05
30-23-5290	Other employee benefits	1,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>153,000.00</i>	<i>12,199.49</i>	<i>84,550.14</i>	<i>0.00</i>	<i>55.26</i>
	<i>Materials & Services</i>					
30-23-6155	Contracted Services	134,000.00	1,261.85	25,731.85	80,268.95	19.20
30-23-6340	System maintenance	150,000.00	0.00	261.00	0.00	0.17
30-23-6420	Staff training	3,000.00	0.00	12.00	0.00	0.40
30-23-6530	Small tools & equipment	6,000.00	0.00	1,918.47	0.00	31.97
30-23-6540	Safety supplies	1,000.00	0.00	269.00	0.00	26.90
30-23-6780	Taxes, Fees, Permits	4,100.00	4,061.00	4,061.00	0.00	99.05
30-23-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>299,100.00</i>	<i>5,322.85</i>	<i>32,253.32</i>	<i>80,268.95</i>	<i>10.78</i>
	Watershed Protection	452,100.00	17,522.34	116,803.46	80,268.95	25.84
	Debt Service					
	<i>Materials & Services</i>					
30-24-6814	Principal Payment-KS Statebank	57,000.00	0.00	56,229.12	0.00	98.65
30-24-6824	Interest Paid-KS Statebank	7,000.00	0.00	6,328.49	0.00	90.41
	<i>Materials & Services</i>	<i>64,000.00</i>	<i>0.00</i>	<i>62,557.61</i>	<i>0.00</i>	<i>97.75</i>
	Debt Service	64,000.00	0.00	62,557.61	0.00	97.75
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
30-29-8105	Transfers out to Fund 05	1,008,000.00	84,000.00	588,000.00	0.00	58.33
30-29-8173	Transfers out to Fund 73	480,000.00	40,000.00	280,000.00	0.00	58.33
30-29-9000	Contingency	249,900.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>1,737,900.00</i>	<i>124,000.00</i>	<i>868,000.00</i>	<i>0.00</i>	<i>49.95</i>
	Transfers & Contingencies	1,737,900.00	124,000.00	868,000.00	0.00	49.95
30	Expense	2,254,000.00	141,522.34	1,047,361.07	80,268.95	46.47
	Watershed Protection	0.00	-7,710.90	566,423.58	-80,268.95	0.00
40	WW GO Debt Service					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
40-00-3500	Fund balance	623,800.00	0.00	623,763.59	0.00	99.99
	<i>Beginning Fund Balance</i>	<i>623,800.00</i>	<i>0.00</i>	<i>623,763.59</i>	<i>0.00</i>	<i>99.99</i>
	NonDivisional	623,800.00	0.00	623,763.59	0.00	99.99
	Fund Balance	623,800.00	0.00	623,763.59	0.00	99.99
	NonDivisional					
	<i>Revenue</i>					
40-00-4610	Investment revenue	0.00	32.38	1,649.93	0.00	0.00
	<i>Revenue</i>	<i>0.00</i>	<i>32.38</i>	<i>1,649.93</i>	<i>0.00</i>	<i>0.00</i>
	NonDivisional	0.00	32.38	1,649.93	0.00	0.00
	Revenue	0.00	32.38	1,649.93	0.00	0.00
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
40-29-8120	Transfers out to Fund 20	623,800.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>623,800.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	623,800.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
40	Expense WW GO Debt Service	623,800.00 0.00	0.00 32.38	0.00 625,413.52	0.00 0.00	0.00 0.00
50	WW Revenue Bond Debt Service NonDivisional <i>Beginning Fund Balance</i>					
50-00-3500	Fund balance <i>Beginning Fund Balance</i>	587,000.00 <i>587,000.00</i>	0.00 <i>0.00</i>	514,742.94 <i>514,742.94</i>	0.00 <i>0.00</i>	87.69 <i>87.69</i>
	NonDivisional	587,000.00	0.00	514,742.94	0.00	87.69
	Fund Balance NonDivisional <i>Revenue</i>	587,000.00	0.00	514,742.94	0.00	87.69
50-00-4610	Investment revenue <i>Revenue</i>	6,000.00 <i>6,000.00</i>	0.00 <i>0.00</i>	538.63 <i>538.63</i>	0.00 <i>0.00</i>	8.98 <i>8.98</i>
	NonDivisional	6,000.00	0.00	538.63	0.00	8.98
	Transfers & Contingencies <i>Revenue</i>					
50-29-4920	Transfer in from Fund 20 <i>Revenue</i>	3,412,000.00 <i>3,412,000.00</i>	647,000.00 <i>647,000.00</i>	1,857,000.00 <i>1,857,000.00</i>	0.00 <i>0.00</i>	54.43 <i>54.43</i>
	Transfers & Contingencies	3,412,000.00	647,000.00	1,857,000.00	0.00	54.43
	Revenue Debt Service <i>Materials & Services</i>	3,418,000.00	647,000.00	1,857,538.63	0.00	54.35
50-24-6810	2010 SRF Loan Principal	928,171.00	466,317.00	928,171.00	0.00	100.00
50-24-6811	2021 IFA Loan Principal	307,409.00	0.00	307,409.20	0.00	100.00
50-24-6813	JPM Bank Loan Principal	1,385,000.00	0.00	0.00	0.00	0.00
50-24-6820	2010 SRF Loan Interest	305,740.00	180,596.00	305,740.00	0.00	100.00
50-24-6822	2021 IFA Loan Interest	144,809.00	0.00	140,801.49	0.00	97.23
50-24-6823	JPM Bank Loan Interest <i>Materials & Services</i>	340,676.00 <i>3,411,805.00</i>	0.00 <i>646,913.00</i>	170,337.50 <i>1,852,459.19</i>	0.00 <i>0.00</i>	50.00 <i>54.30</i>
	Debt Service	3,411,805.00	646,913.00	1,852,459.19	0.00	54.30
50	Expense WW Revenue Bond Debt Service	3,411,805.00 593,195.00	646,913.00 87.00	1,852,459.19 519,822.38	0.00 0.00	54.30 87.63
71	Drinking Water Capital NonDivisional <i>Beginning Fund Balance</i>					
71-00-3500	Fund balance <i>Beginning Fund Balance</i>	4,135,000.00 <i>4,135,000.00</i>	0.00 <i>0.00</i>	4,537,966.26 <i>4,537,966.26</i>	0.00 <i>0.00</i>	109.75 <i>109.75</i>
	NonDivisional	4,135,000.00	0.00	4,537,966.26	0.00	109.75
	Fund Balance NonDivisional <i>Revenue</i>	4,135,000.00	0.00	4,537,966.26	0.00	109.75
71-00-4221	System Development-Reimburse	100,000.00	0.00	0.00	0.00	0.00
71-00-4225	System Development-Improvement	100,000.00	0.00	0.00	0.00	0.00
71-00-4610	Investment revenue <i>Revenue</i>	40,000.00 <i>240,000.00</i>	1,824.91 <i>1,824.91</i>	13,481.15 <i>13,481.15</i>	0.00 <i>0.00</i>	33.70 <i>5.62</i>
	NonDivisional	240,000.00	1,824.91	13,481.15	0.00	5.62

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Transfers & Contingencies					
	<i>Revenue</i>					
71-29-4910	Transfer in from Fund 10	500,000.00	41,667.00	291,669.00	0.00	58.33
	<i>Revenue</i>	<i>500,000.00</i>	<i>41,667.00</i>	<i>291,669.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	500,000.00	41,667.00	291,669.00	0.00	58.33
	<i>Revenue</i>	740,000.00	43,491.91	305,150.15	0.00	41.24
	Drinking Water					
	<i>Capital Outlay</i>					
71-20-7200	Infrastructure	1,555,000.00	0.00	0.00	0.00	0.00
71-20-7300	Buildings & improvements	0.00	0.00	23,156.00	11,030.00	0.00
71-20-7530	Software	25,000.00	0.00	0.00	0.00	0.00
71-20-7540	Vehicles	35,000.00	0.00	37,352.23	0.00	106.72
71-20-7600	Capital Improvement Projects	370,000.00	0.00	38,902.68	294,072.58	10.51
	<i>Capital Outlay</i>	<i>1,985,000.00</i>	<i>0.00</i>	<i>99,410.91</i>	<i>305,102.58</i>	<i>5.01</i>
	Drinking Water	1,985,000.00	0.00	99,410.91	305,102.58	5.01
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
71-29-9000	Contingency	2,890,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>2,890,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	2,890,000.00	0.00	0.00	0.00	0.00
71	Expense	4,875,000.00	0.00	99,410.91	305,102.58	2.04
	Drinking Water Capital	0.00	43,491.91	4,743,705.50	-305,102.58	0.00
72	Wastewater Reclamation Capital					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
72-00-3500	Fund balance	4,535,000.00	0.00	5,019,995.06	0.00	110.69
	<i>Beginning Fund Balance</i>	<i>4,535,000.00</i>	<i>0.00</i>	<i>5,019,995.06</i>	<i>0.00</i>	<i>110.69</i>
	NonDivisional	4,535,000.00	0.00	5,019,995.06	0.00	110.69
	<i>Fund Balance</i>	4,535,000.00	0.00	5,019,995.06	0.00	110.69
	NonDivisional					
	<i>Revenue</i>					
72-00-4610	Investment revenue	50,000.00	2,017.43	15,055.09	0.00	30.11
	<i>Revenue</i>	<i>50,000.00</i>	<i>2,017.43</i>	<i>15,055.09</i>	<i>0.00</i>	<i>30.11</i>
	NonDivisional	50,000.00	2,017.43	15,055.09	0.00	30.11
	Transfers & Contingencies					
	<i>Revenue</i>					
72-29-4920	Transfer in from Fund 20	1,000,000.00	83,333.00	583,331.00	0.00	58.33
	<i>Revenue</i>	<i>1,000,000.00</i>	<i>83,333.00</i>	<i>583,331.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	1,000,000.00	83,333.00	583,331.00	0.00	58.33
	<i>Revenue</i>	1,050,000.00	85,350.43	598,386.09	0.00	56.99
	Wastewater-Plant					
	<i>Capital Outlay</i>					
72-21-7520	Equipment	191,000.00	0.00	92,806.28	28,792.00	48.59
72-21-7600	Capital Improvement	660,000.00	12,977.29	539,045.19	1,086,241.19	81.67

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Projects					
	Capital Outlay	851,000.00	12,977.29	631,851.47	1,115,033.19	74.25
	Wastewater-Plant	851,000.00	12,977.29	631,851.47	1,115,033.19	74.25
	Wastewater-Collections					
	Capital Outlay					
72-22-7520	Equipment	0.00	0.00	10,399.00	0.00	0.00
72-22-7540	Vehicles	35,000.00	0.00	0.00	0.00	0.00
72-22-7600	Capital Improvement	1,624,000.00	0.00	150,275.69	176,986.07	9.25
	Projects					
	Capital Outlay	1,659,000.00	0.00	160,674.69	176,986.07	9.69
	Wastewater-Collections	1,659,000.00	0.00	160,674.69	176,986.07	9.69
	Transfers & Contingencies					
	Transfers & Contingencies					
72-29-9000	Contingency	3,075,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	3,075,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	3,075,000.00	0.00	0.00	0.00	0.00
72	Expense	5,585,000.00	12,977.29	792,526.16	1,292,019.26	14.19
	Wastewater Reclamation	0.00	72,373.14	4,825,854.99	-1,292,019.26	0.00
73	Watershed Protection					
	Capital					
	NonDivisional					
	Beginning Fund Balance					
73-00-3500	Fund balance	1,687,000.00	0.00	1,683,263.62	0.00	99.78
	Beginning Fund Balance	1,687,000.00	0.00	1,683,263.62	0.00	99.78
	NonDivisional	1,687,000.00	0.00	1,683,263.62	0.00	99.78
	Fund Balance	1,687,000.00	0.00	1,683,263.62	0.00	99.78
	NonDivisional					
	Revenue					
73-00-4610	Investment revenue	15,000.00	711.88	4,897.20	0.00	32.65
	Revenue	15,000.00	711.88	4,897.20	0.00	32.65
	NonDivisional	15,000.00	711.88	4,897.20	0.00	32.65
	Transfers & Contingencies					
	Revenue					
73-29-4930	Transfer in from Fund 30	480,000.00	40,000.00	280,000.00	0.00	58.33
	Revenue	480,000.00	40,000.00	280,000.00	0.00	58.33
	Transfers & Contingencies	480,000.00	40,000.00	280,000.00	0.00	58.33
	Revenue	495,000.00	40,711.88	284,897.20	0.00	57.55
	Watershed Protection					
	Capital Outlay					
73-23-7600	Capital Improvement	300,000.00	0.00	0.00	0.00	0.00
	Projects					
	Capital Outlay	300,000.00	0.00	0.00	0.00	0.00
	Watershed Protection	300,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies					
	Transfers & Contingencies					

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
73-29-9000	Contingency	1,882,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>1,882,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	1,882,000.00	0.00	0.00	0.00	0.00
73	Expense	2,182,000.00	0.00	0.00	0.00	0.00
	Watershed Protection Capital	0.00	40,711.88	1,968,160.82	0.00	0.00
Revenue Total		25,426,200.00	2,282,696.05	14,483,494.32	0.00	0.5696
Expense Total		<u>39,958,705.00</u>	<u>2,744,013.86</u>	<u>13,715,074.73</u>	<u>1,987,526.48</u>	<u>0.3432</u>

General Ledger
Account Roll up



User: Gail
Printed: 3/5/2022 2:33:37 PM
Period 07 - 07
Fiscal Year 2022

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
Revenue	Revenue				
4210	Water Sales - CRW	30,000.00	0.00	18,784.90	62.62
4211	Water sales	4,120,000.00	284,042.39	2,588,699.73	62.83
4212	Wastewater Charges	8,459,000.00	627,140.90	4,893,625.14	57.85
4213	Watershed protection fees	1,566,000.00	129,790.40	921,516.35	58.85
4215	Penalties & late charges	21,000.00	2,167.00	16,584.73	78.97
4220	System Development Charges	125,000.00	5,165.00	174,795.00	139.84
4221	System Development-Reimburse	100,000.00	0.00	0.00	0.00
4225	System Development-Improvement	100,000.00	0.00	0.00	0.00
4230	Contract services	57,400.00	4,000.00	33,400.00	58.19
4240	Service installations	10,000.00	10,024.00	20,326.00	203.26
4280	Rents & leases	200,000.00	14,475.61	108,271.62	54.14
4290	Other charges for services	55,000.00	7,208.89	34,616.55	62.94
4610	Investment revenue	125,000.00	5,713.36	42,407.40	33.93
4630	Miscellaneous revenues	35,000.00	13,718.50	47,716.90	136.33
4910	Transfer in from Fund 10	2,000,000.00	166,667.00	1,166,669.00	58.33
4920	Transfer in from Fund 20	6,311,000.00	888,583.00	3,548,081.00	56.22
4930	Transfer in from Fund 30	1,488,000.00	124,000.00	868,000.00	58.33
4940	Transfer in from Fund 40	623,800.00	0.00	0.00	0.00
		25,426,200.00	2,282,696.05	14,483,494.32	56.96
Revenue	Revenue				
Expense	Expense				
5110	Regular employees	3,428,000.00	277,620.81	1,792,093.12	52.28
5120	Temporary/Seasonal employees	0.00	0.00	4,518.00	0.00
5130	Overtime	96,000.00	7,981.04	47,506.87	49.49
5210	Employee Ins	705,000.00	44,624.28	296,967.73	42.12
5230	Social Security	269,000.00	21,486.85	134,645.99	50.05
5240	Retirement	615,000.00	46,627.01	333,968.39	54.30
5250	Trimet	30,000.00	2,287.40	14,604.09	48.68
5260	Unemployment	5,000.00	0.00	0.00	0.00
5270	Workers compensation	54,000.00	0.00	21,296.53	39.44
5290	Other employee benefits	21,000.00	33.45	222.35	1.06
6110	Legal services	375,000.00	5,008.00	113,309.34	30.22
6120	Accounting & audit services	50,000.00	1,050.00	30,345.00	60.69
6155	Contracted Services	747,500.00	57,435.54	385,012.36	51.51
6175	Records Management	8,000.00	838.98	3,025.98	37.82
6180	Dues & subscriptions	42,000.00	2,262.39	34,069.89	81.12
6220	Electricity	322,000.00	35,607.38	200,903.17	62.39
6230	Telephone	57,000.00	6,052.32	32,504.85	57.03
6240	Natural gas	9,000.00	914.55	3,493.25	38.81
6250	Solid waste disposal	42,000.00	1,147.64	11,042.22	26.29
6290	Other utilities	15,000.00	331.28	5,046.44	33.64
6310	Janitorial services	25,000.00	2,048.49	14,339.43	57.36
6320	Buildings & grounds	119,000.00	13,136.88	86,368.04	72.58
6330	Vehicle & equipment maint.	70,000.00	3,960.61	33,443.58	47.78
6340	Distribution system maint.	400,000.00	24,292.15	145,531.25	36.38
6342	Collection system maint.	320,000.00	7,234.28	92,671.44	28.96
6350	Computer maintenance	318,000.00	12,896.49	179,002.33	56.29
6390	Other repairs & maintenance	5,000.00	0.00	0.00	0.00
6410	Mileage	6,000.00	223.48	373.56	6.23
6420	Staff training	74,000.00	5,243.37	21,166.44	28.60

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
6430	Certifications	6,500.00	530.00	3,315.00	51.00
6440	Board travel & training	7,000.00	0.00	916.74	13.10
6510	Office supplies	33,000.00	1,959.52	18,633.94	56.47
6520	Fuel & oils	51,000.00	2,193.07	17,525.11	34.36
6525	Chemicals	55,000.00	8,187.28	34,513.49	62.75
6530	Small tools & equipment	46,000.00	1,613.19	21,176.83	46.04
6540	Safety supplies	49,500.00	2,637.74	29,377.09	59.35
6550	Operational Supplies	26,000.00	1,416.99	8,565.82	32.95
6560	Uniforms	36,000.00	2,160.92	20,384.19	56.62
6590	Other supplies	10,000.00	0.00	1,541.49	15.41
6610	Board compensation	2,500.00	0.00	15.51	0.62
6710	Purchased water	1,117,000.00	0.00	623,368.65	55.81
6715	Water quality program	12,000.00	-150.00	5,497.66	45.81
6720	Insurance	270,000.00	83,754.33	83,875.33	31.06
6730	Communications	125,000.00	13,729.27	27,440.99	21.95
6740	Advertising	7,500.00	199.00	4,153.46	55.38
6750	Other purchased services	0.00	0.00	5,343.33	0.00
6760	Equipment Rental	8,000.00	0.00	2,786.98	34.84
6770	Bank charges	140,000.00	26.40	73,883.72	52.77
6780	Taxes, Fees & Permits	111,000.00	6,042.11	73,491.65	66.21
6785	ECAP Payments	76,000.00	4,236.38	21,825.11	28.72
6810	2010 SRF Loan Principal	928,171.00	466,317.00	928,171.00	100.00
6811	2010 IFA Loan Principal	307,409.00	0.00	307,409.20	100.00
6813	JPM Bank Loan Principal	1,385,000.00	0.00	0.00	0.00
6814	Principal Payment-KS Statebank	57,000.00	0.00	56,229.12	98.65
6815	Zions Bank loan-principal	183,000.00	183,000.00	183,000.00	100.00
6820	2010 SRF Loan Interest	305,740.00	180,596.00	305,740.00	100.00
6822	2010 IFA Loan Interest	144,809.00	0.00	140,801.49	97.23
6823	JPM Bank Loan Interest	340,676.00	0.00	170,337.50	50.00
6824	Interest Paid-KS Statebank	7,000.00	0.00	6,328.49	90.41
6825	Zions Bank loan-interest	26,000.00	12,992.70	25,985.40	99.94
6900	Miscellaneous expense	7,000.00	0.00	1,281.73	18.31
6990	Special Payments	550,000.00	0.00	0.00	0.00
7200	Infrastructure	1,555,000.00	0.00	0.00	0.00
7300	Buildings & Improvements	0.00	0.00	23,156.00	0.00
7520	Equipment	191,000.00	0.00	103,205.28	54.03
7530	Software	25,000.00	0.00	0.00	0.00
7540	Vehicles	70,000.00	0.00	37,352.23	53.36
7600	Capital Improvement Projects	2,954,000.00	12,977.29	728,223.56	24.65
8105	Transfers out to Fund 05	4,407,000.00	367,250.00	2,570,750.00	58.33
8120	Transfers out to Fund 20	623,800.00	0.00	0.00	0.00
8150	Transfers out to Fund 50	3,412,000.00	647,000.00	1,857,000.00	54.43
8171	Transfers out to Fund 71	500,000.00	41,667.00	291,669.00	58.33
8172	Transfers out to Fund 72	1,000,000.00	83,333.00	583,331.00	58.33
8173	Transfers out to Fund 73	480,000.00	40,000.00	280,000.00	58.33
9000	Contingency	10,082,600.00	0.00	0.00	0.00
Expense	Expense	39,958,705.00	2,744,013.86	13,715,074.73	34.32
Revenue Total		25,426,200.00	2,282,696.05	14,483,494.32	0.5696
Expense Total		39,958,705.00	2,744,013.86	13,715,074.73	0.3432
Grand Total		-14,532,505.00	-461,317.81	768,419.59	-0.0529



AGENDA ITEM

To	Board of Directors
From	Laural Casey, District Recorder
Title	Approval of Meeting Minutes
Item No.	6b
Date	March 15, 2022

Summary of Minutes for Approval

The Board of Directors reviews and approves the minutes of the Body's prior public meetings.

Attachments

1. February 15, 2022 Regular Board Meeting Minutes



**BOARD OF DIRECTORS
[REMOTE] REGULAR MEETING MINUTES – 6:00 P.M.
FEBRUARY 15, 2022**

Board of Directors – Members Present via Zoom:

Susan Keil	President
Ginny Van Loo	Secretary/Vice President
Paul Gornick	Treasurer
Kevin Williams	Director

Oak Lodge Water Services Staff – Present via Zoom:

Sarah Jo Chaplen	General Manager
Jason Rice	District Engineer
Aleah Binkowski-Burk	Human Resources/Payroll Manager
Gail Stevens	Finance Director
David Hawkins	Interim Plant Operations Superintendent
Jeff Page	Utility Operations Director
Brad Lyon	Water Field Operations Supervisor
Laural Casey	District Recorder
Alexa Morris	Outreach and Communications Specialist

Consultants & Organizational Representatives – Present via Zoom:

Tommy Brooks	Cable Huston
Laura Westmeyer	Cable Huston
Laura Maffei	Cable Huston
Chris Duckworth	CDR Labor Law

1. Call to Order & Meeting Facilitation Protocols

President Keil called the meeting to order at 6:00 p.m.

General Manager Chaplen welcomed everyone and asked District Recorder Casey to facilitate a roll call. District Recorder Casey facilitated the roll call of Board members, staff, and consultants.

General Manager Chaplen also introduced guests attending in an official capacity:

- Chris Hawes, Chair of the Sunrise Water Authority Board of Commissioners, and
- Sherry French, President of the Clackamas River Water Board of Commissioners.

General Manager Chaplen overviewed the general protocols of a virtual meeting.

2. Call for Public Comment

President Keil asked District Recorder Casey if any written comments had been submitted. District Recorder Casey stated there were none.

President Keil asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey stated there were two.

There were no comments.

3. Monthly Update: Oak Lodge Governance Project

No OLGP representatives were present.

4. Consent Agenda

Items on the Consent Agenda included:

- The December Financial Report,
- The January 18, 2022 regular meeting minutes, and
- Approval of agreement extension with Moss Adams for financial audit services.

The Board asked clarifying questions regarding the Financial Services Agreement and the Financial Report.

Secretary/Vice President Van Loo moved to approve the Consent Agenda. Treasurer Gornick seconded. President Keil asked District Recorder Casey to conduct a roll call vote to approve the Consent Agenda. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Director Williams.

MOTION CARRIED

5. Consideration of Resolution No. 2022-01 Authorizing a Budget Transfer in the Adopted Fiscal Year 2021-22 Budget

Finance Director Stevens overviewed the proposed transfers.

The Board asked clarifying questions.

Treasurer Gornick moved to adopt Resolution 2022-01 authorizing a budget transfer in the adopted fiscal year 2021-2022 Budget. Director Williams seconded. President Keil asked District Recorder Casey to conduct a roll call vote to approve the Consent Agenda. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Director Williams.

MOTION CARRIED

6. Public Hearing: Rules and Regulations Revisions

President Keil stated the purpose of the public hearing and opened the hearing for public testimony.

President Keil asked District Recorder Casey if any written comments had been submitted. District Recorder Casey stated there were none.

President Keil asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey confirmed that there were two.

No testimony was provided.

Hearing no testimony, President Keil closed the public hearing.

7. First Reading of Proposed Ordinance No. 2022-05 Revising the Rules and Regulations

District legal counsel Brooks summarized the Rules and Regulations revisions and the ordinance adoption process.

The Board asked clarifying questions regarding:

- The clarification of 'premises' definition,
- SDC rates and payment interest,
- Collection of customer social security numbers,
- Natural Resource Areas, and
- ADU and EDU calculation.

Director Williams moved to read the ordinance by title only and direct Staff to return for a second reading on March 15, 2022. Treasurer Gornick seconded. President Williams asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Director Williams.

District Recorder Casey read the Ordinance by title.

8. Business from the Board

President Keil requested brief verbal reports.

Secretary/Vice President Van Loo provided a verbal report on the recent North Clackamas Chamber of Commerce meeting and the upcoming Concord Task Force meetings.

Director Williams provided a verbal report on the recent Regional Water Providers Consortium and Clackamas River Water meetings.

Treasurer Gornick asked whether the ORS outlined General Manager spending authority. District legal

counsel Westmeyer stated spending authority is an internal structure adopted by the Board of Directors in the District's Procurement Rules. President Keil asked General Manager Chaplen to return with a report and recommendation at a future meeting.

President Keil provided a verbal report on the Oak Grove Community Council meeting, at which an update on the Authority process was given.

Treasurer Gornick overviewed the special district appointment process to the Clackamas County Coordinating Committee (C4). Treasurer Gornick volunteered to continue as the District's representative. President Keil volunteered to continue as the District's alternate. Staff was asked to draft a letter for execution and to be delivered to C4 by the end of February.

9. Departments Reports

The Board asked clarifying questions and provided comments on:

- The use of ECAP funds,
- General Inflation impacts of the COVID-19 pandemic,
- Water Reclamation Facility tours,
- The 2021 Non-Revenue Water Audit and leak detection efforts, and
- The Water Reclamation Facility "upset" caused by a possible toxic load.

10. Call for Public Comment

There was no public comment.

11. Recess to Executive Session

President Keil recessed to executive session at 7:12 p.m. under:

- ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, and
- ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection, and
- ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

The Board of Directors met with legal counsel to receive advice regarding potential claims and litigation.

The Board of Directors discussed labor negotiation strategies with the District's labor negotiators concerning the District observed holidays and cost of living increases.

12. Adjourn Executive Session

President Keil adjourned the Executive Session at 8:31 p.m.

No decisions were made as a result of the Executive Session.

13. Adjourn Meeting

President Keil adjourned the meeting at 8:31 p.m.

Respectfully submitted,

Susan Keil
President, Board of Directors

Ginny Van Loo
Secretary/Vice President, Board of Directors

Date: _____

Date: _____



STAFF REPORT

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Approval of Interim District Engineer Contract with WSC Inc.
Item No. 6c
Date March 15, 2022

Summary

Staff seeks approval of a personal services contract with Water Systems Consulting Inc. (WSC) for an Interim District Engineer.

Background

On March 11, our District Engineer, having worked for Oak Lodge Water Services (OLWS) for seven years, will be leaving OLWS to work for WSC Inc. His work has been key to the success of many capital projects and intergovernmental agreements essential to the District's operations. The recruitment process for a new District Engineer has been started, but it will take some time before a permanent replacement will be in place. It is necessary to maintain a high level of oversight of the services provided by the District's Technical Services Department in order to ensure no forward momentum is lost on capital and other projects. Such oversight is best provided by someone who knows the District and our partners well. WSC Inc. wants to ensure the transition to a new District Engineer goes smoothly for OLWS. Consequently, a personal services contract will enable OLWS to still benefit from Jason Rice's professional skills and detailed knowledge of the District until a new District Engineer can be hired.

Under the District's procurement rules, the General Manager may classify specific types of services as "personal services." In making that classification, the General Manager must consider: (1) Whether the work requires specialized skills, knowledge, and resources in the application of technical or scientific expertise, or the exercise of professional, artistic, or management discretion or judgment; (2) Whether the District intends to rely on the contractor's specialized skills, knowledge, and expertise to accomplish the work; and (3) Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the District's needs and result in obtaining satisfactory contract performance and optimal value. Work that is typically performed by contractors generally does not qualify as a personal service.

The General Manager has determined that the work to be performed by the Interim District Engineer is a personal service. The management and oversight of the Technical Services

Department has traditionally been done in-house rather than through contractors. The position requires specialized skills and knowledge, as well as the exercise of professional management and discretion. Just as the District relies on the skills and knowledge of an employee District Engineer, the District will rely on the skills and knowledge of the Interim District Engineer. By contracting with the only firm that can make the outgoing District Engineer available, the contract will result in the optimal value for the District while the search for a new District Engineer gets underway.

Past Board Actions

In 2020, Rob Moody of MERINA+CO assisted in providing interim coverage for the Finance Department during recruitment for a new Finance Director. A contract with WSC Inc. for Jason Rice's services would fulfil a similar function during the recruitment for a new District Engineer.

Budget

This contract will be in place until a new District Engineer starts work at Oak Lodge Water Services. WSC Inc. has agreed to make Jason Rice available to OLWS as Interim District Engineer. The hours to be used would be mutually planned between WSC Inc. and OLWS through regular meetings.

Concurrence

Staff has worked with the District's legal counsel in this procurement process, as well as the District's Finance Director to ensure availability of funds until the District Engineer position is filled.

Recommendation

Staff respectfully request that the Board approve the General Manager to sign a personal services agreement with WSC Inc. to provide an Interim District Engineer as described in the attached contract for services.

Suggested Board Motion

"I move to approve the General Manager to sign a personal services contract with WSC. Inc to provide an Interim District Engineer as needed, as described in the attached contract for services.

Attachments

1. Personal Services Contract with WSC Inc.

PERSONAL SERVICES AGREEMENT

(Interim District Engineer)

WITH OAK LODGE WATER SERVICES DISTRICT

This Personal Services Agreement (“Agreement”) is between **Oak Lodge Water Services District** (the “District”) and **Water Systems Consulting, Inc.** (“Contractor”). The District and Contractor are herein referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The District is a consolidated water and sanitary special district organized under ORS Chapters 264 and 450 with the authority to contract for various personal services.
- B. The District has the need for an Interim District Engineer who will provide technical and expert oversight and management duties typically performed by the District Engineer.
- C. The District wishes to enter into an agreement with Contractor to provide Interim District Engineer personal services, and Contractor desires to provide such personal services to the District as set forth in this Agreement, and the Parties therefore agree as follows:

AGREEMENT

I. Effective Date and Duration

This Agreement is effective upon execution by the Parties ("Effective Date"). Unless earlier terminated as set forth in Section VII, this Agreement shall be for a one-year term.

II. Contractor is Independent Contractor

- A. Contractor shall perform the work required by this Agreement as an independent contractor, although the District reserves the right to: (i) specify the desired work product; (ii) determine the delivery schedule for the work to be performed; and (iii) evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Contractor’s performance. Contractor is solely responsible for determining the appropriate means and manner of performing the work.
- B. Contractor shall provide guidance on the District’s operations as may be requested by the District, but shall not make any employment decisions for the District.

- C. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Agreement.

III. Services to Be Performed by and Responsibilities of Contractor

- A. Contractor shall provide the Services set forth in the attached Exhibit A.
- B. Contractor shall specifically designate Jason Rice to provide the Services on behalf of Contractor.
- C. Contractor agrees that the Services it has agreed to provide under this Agreement shall be rendered by it under the direct supervision of its principals and that the work will be faithfully performed in a manner consistent with that degree of care and diligence ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locale where the work is located ("Standard of Care").

IV. Subcontracts and Assignment

Contractor shall not subcontract for any of the Services under this Agreement or assign or transfer any of its interests in this Agreement to a third party or use the services of a temporary employment services company to perform any of the Services under this Agreement.

V. Payment

- A. Contractor shall provide the Services at the rates identified in Exhibit B to this Agreement.
- B. Contractor shall invoice the District by the 15th day of each month following the month in which the Services were provided.
- C. Payment is due from the District thirty calendar days after the date of receipt of the invoice.
- D. At Contractor's option, it may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% per annum) subject to ORS 293.462.

VI. No Third-Party Beneficiaries

The District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

VII. Early Termination

- A. The District may terminate this Agreement at any time, with or without cause, by providing to Contractor thirty (30) days' written notice of termination.
- B. The District and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- C. Either the District or Contractor may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination, however, the non-breaching Party shall give to the breaching Party written notice of specific acts/omissions giving rise to the breach and of the non-breaching Party's intent to terminate. If the breaching Party has not cured the breach within 15 days of such notice, then the non-breaching Party may terminate the Agreement at any time thereafter by giving a written notice of termination.

VIII. Payment on Early Termination

- A. If this Agreement is terminated by the District under VIII.A or VIII.B, the District shall pay Contractor for all work satisfactorily performed, and reasonable expenses incurred performing the work, up to and including the termination date.
- B. If this Agreement is terminated under VIII.C by Contractor due to a breach by the District, then the District shall pay Contractor as provided in subsection A of this section.
- C. If this Agreement is terminated under VIII.C by the District due to a breach by Contractor, then the District shall pay Contractor as provided in subsection A of this section, subject to setoff of excess costs, as provided for in Section IX.A., Remedies.

IX. Remedies

- A. In the event of termination under VIII.C. by the District due to a breach by Contractor, then the District may complete the work or remedy the issue either itself, by agreement with another contractor, or by a combination thereof. Where applicable, the District may deduct the cost of remedying the issue identified in the notice of breach from the remaining unpaid balance of the fee(s) owed to Contractor.
- B. The remedies provided to either Party for a breach by the other Party shall not be exclusive and the Parties shall be entitled to any other equitable or legal remedies that are available.

X. Access to Records

Contractor shall maintain and the District (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request or immediately upon termination of this Agreement for any reason. Contractor shall maintain all records relating to this Agreement in its custody or control in strict confidentiality and shall not provide to or allow access by any third parties without District's express written consent unless required by law. In the event Contractor is required by law to provide access to third parties, Contractor shall first provide notice to the District and provide the District with a reasonable opportunity to determine or challenge whether such access is indeed required.

XI. Ownership of Work

- A. All final work products of Contractor that result from this Agreement are the exclusive property of the District. Draft documents and preliminary work submitted to the District for review and comment shall not be considered owned, used, or retained by the District.
- B. The District shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents, and all other intellectual or other property rights in and to the final work products. Preexisting trade secrets of the Contractor, or the intellectual property of third parties, shall be noted as such and shall not be considered as a work product of this Agreement. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.
- C. Any materials designated as "confidential" that may be provided to Contractor by the District at any time relating to this Agreement shall be treated as confidential by Contractor. Contractor shall only disclose such confidential materials to the limited number of authorized persons and to the narrow extent as required to perform the work for which the confidential materials are required. The confidential materials shall not be disclosed to any other person by Contractor without the advance written permission of the District. Contractor shall return all confidential materials upon request.
- D. Use of any work product of Contractor by the District for any purpose other than the use intended by this Agreement is at the discretion of the District. Use of any work product by Contractor is prohibited without the express written consent of the District. District shall indemnify, defend and hold the Contractor harmless from any claims arising from changes made to work products of Contractor by others or use of the work product for any purpose other than the purpose for which the work product was prepared under this Agreement.

XII. Compliance with Applicable Law

- A. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement, including without limitation, ORS 279B.020 (labor hours), ORS 279B.220 (payment conditions), ORS 279B.230 (medical care and workers' compensation), ORS 279B.235 (labor hours and pay rates), ORS 279B.045 (tax laws), and ORS 294.310 (local budget law).
- B. Contractor shall comply with ORS 652.220 (prohibition on discriminatory wage rates). Compliance with such provision is a material element of this Agreement. Failure to comply with this provision is a breach and the District may terminate this Agreement for cause.
- C. Contractor shall maintain, at its own expense, worker's compensation insurance for all subject workers as required by ORS Chapter 656 and meeting the minimum requirements therein.
- D. Contractor represents and warrants that Contractor has complied with, and will continue to comply with, all Oregon state and local tax laws before the execution of this Agreement and throughout the term of this Agreement. Failure to comply with this provision is a breach and the District may terminate this Agreement for cause.

XIII. Indemnity and Hold Harmless

- A. The District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor represents to the District that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by the District shall not operate as a waiver or release. Acceptance of documents by District does not relieve Contractor of any responsibility for negligent or wrongful design deficiencies, errors, or omissions.
- B. Claims for other than Professional Liability. Contractor shall defend, save and hold harmless the District, its officers, agents, and employees from all third-party claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts to the extent resulting from or arising out of the negligent or willful misconduct of Contractor or its subcontractors, sub-consultants, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Contractor shall indemnify, save and hold harmless the District, its officers, agents, and employees from damages arising from third-party

claims and all expenses incidental to the investigation and defense thereof, to the extent caused by of the professional negligent acts, errors or omissions of Contractor or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.

- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the District in which the District's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the District. A claim for other than professional responsibility is a claim made against the District in which the District's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.
- E. Subject to the Constitution and laws of the State of Oregon and the monetary limits of ORS 30.260 to 30.300, the District shall defend, save, hold harmless, and indemnify the Contractor, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of District or its officers, employees, subcontractors, or agents under this Agreement.

XIV. Waiver

The failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District of that or any other provision.

XV. Professional Standards; Errors

Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon, consistent with the Standard of Care. At all times during the term of this Agreement, Contractor shall be qualified, professionally competent, and duly licensed to perform the Services contemplated by this Agreement.

XVI. Insurance

Contractor shall procure and maintain insurance in the form and amounts in the same manner as Contractor's other agreements with the District, and maintain such insurance in full force and effect throughout the term of this Agreement. Certificates of insurance shall be provided to the District upon request. The required insurance shall cover risks arising directly or indirectly out of Contractor's activities or work under this Agreement including insuring against claims for injuries or damages to persons or property. Contractor shall maintain commercial general liability insurance, professional liability insurance, and commercial automobile insurance. The insurance shall include provisions that such insurance is primary insurance with respect to the interests of the District and

that any other insurance maintained by the District is excess and not contributory insurance with the insurance required under this Agreement. The commercial general liability insurance and automobile insurance policies shall include the naming of the District, its officers, directors, agents, and employees as additional insureds with respect to this Agreement. There shall be no cancellation, material change, or intent not to renew insurance coverage without first providing 30-days written notice to the District.

XVII. Governing Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

XVIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

XIX. Licensing

Contractor shall obtain all necessary business or other licenses when required to perform the work under this Agreement.

XX. Disputes of Cost

In the event either Party brings an action to enforce the terms of this Agreement or to seek damages for its breach, or any action arising out of any dispute concerning the terms and conditions herein, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses incurred therein, including such costs and fees as may be required on appeal.

XXI. Merger Clause

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. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IT IS AGREED:

Water Systems Consulting, Inc.	Oak Lodge Water Services District
By: _____	By: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

SCOPE OF SERVICES

The District anticipates the need for full-time support, up to 40-hours per week, of Interim District Engineer services from March 16th through May 15th. Further support may be required beyond May 15th, until such time that a new District Engineer is able to start. Beginning on May 15th, the District General Manager and authorized representative from WSC shall coordinate on a biweekly basis to determine the appropriate timing that will allow the scope of services of the Interim District Engineer to be performed, while leaving sufficient availability for Jason Rice to complete work assignments at WSC. A target of 16 to 24 hours per week has been agreed to beyond May 15th, with the understanding that more or less hours may be required pending the status of Anticipated Specific Projects identified in the Scope of Services.

The Scope of Services for the Interim District Engineer shall include the following:

- Provide coordination and oversight of engineering, capital and other projects key to OLWS including analysis of options, managing RFP's, developing budgets, negotiating with vendors and OLWS partners, contract review, and performing required internal and external reporting.
- Provide quality control/ quality assurance review of engineering plans and reports. Provide coordination and oversight of District engineering and construction projects.
- Address complex Development Review issues
- Communicate with regulatory agencies, municipalities, other jurisdictions, citizens, contractors, and developers on behalf of OLWS to resolve engineering issues.
- Regularly communicate with managers, the Technical Services team and other OLWS team members providing updates, technical assistance and feedback in order to facilitate the continuation of OLWS projects.
- Support the OLWS management team with engineering analysis and information.
- Provide regularly scheduled Capital Project, financial and status reports to management and the Board of Directors.
- Work with Finance Director and General Manager on the Capital budget and the Technical Services Departmental budget.
- Support recruiting efforts to fill the vacant District Engineer position, working directly with Human Resources and the General Manager.
- Anticipated Specific Projects that Require Oversight and Management:

- Aldercrest Waterline (Lower)---finalize bid set, advertise, answer bidding questions, bid opening, take contract to the Board, pre-construction paperwork and meetings, and construction contract management.
- Rose and Hull Waterline Break—finalize and coordinate engineering information gathering, permitting through DTD and collect bids for construction.
- Valley View Tank work—assist with task order and oversee fall protection installation and patching of exposed rebar on the tank roofs.
- Hillside and Boardman Sewer Line Replacements—ensure initial preparation work goes forward.
- Boardman and Arista---Review draft documents, coordinate review with DTD, NCPRD and nearby property owners, prepare presentation to Board for preferred solution, prepare task order for preferred solution final design, manage design contract, manage construction contract.
- Support work on Sanitary Sewer Master Plan
- Support work on Intertie Project

EXHIBIT B

Rates

Jason Rice will be billed at \$225 an hour for the first 30 hours in a week and \$215 per hour for any hours above the first 30 in a week for the duration of this contract.

STAFF REPORT

To Board of Directors
From David Hawkins, Interim Plant Superintendent
Title Approval of Purchase of Equipment for Trojan UV System
Item No. 6d
Date March 15, 2022

Summary

Staff requests approval of purchase for various replacement parts for the Water Reclamation Facility ultraviolet ("UV") effluent disinfection system.

Background

The Water Reclamation Facility uses a UV disinfection system for its effluent. Some of the light bulbs and other parts of the UV system are in need of replacement. Staff used an intermediate procurement procedure and requested informal quotes from suppliers of UV equipment, as well as posted a public notice for the solicitation. Of the 5 quotes received, only 3 of the quotes included all of the parts that were requested in the posting, and they are:

- A. \$70,570.94 (Coombs Hopkins & DC Frost)
- B. \$67,373.50 (Wm. H. Reilly & Co.)
- C. \$65,127.40 (Trojan UV)

Trojan UV is the Original Equipment Manufacturer of this type of product; the District currently uses Trojan UV equipment and has been satisfied with its performance; and the Trojan UV quote was the lowest complete quote that was received. Staff recommends accepting the Trojan UV quote for this purchase.

Concurrence

Staff has worked with the District's legal counsel in this procurement process, as well as the District's Finance Director to ensure availability of funds.

Recommendation

Staff requests approval of the Trojan UV quote for the purchase of the Trojan equipment.

Alternatives to Recommendation

The Board may take no action and direct staff to seek additional quotes for these goods.

Suggested Board Motion

"I move to authorize the General Manager to accept the Trojan UV quote dated January 26, 2022 and approve the purchase of equipment in the amount of \$65,127.40."

Attachments

1. Trojan UV Quote Dated 1/26/2022
2. Coombs Hopkins & DC Frost Quote Dated 2/4/2022
3. Wm. H. Reilly & Co. Quote Dated 2/4/22



QUOTE

A division of Trojan Technologies Group ULC
 3020 GORE ROAD
 LONDON, ONTARIO, CANADA N5V 4T7
 T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

QUOTE FOR: OAK LODGE SANITARY DISTRICT
 14611 SOUTH EAST RIVER ROAD
 MILWAUKIE, OR
 97267
 UNITED STATES

SHIP TO: OAK LODGE WRF
 ATTN: DAVID HAWKINS
 13750 S.E. RENTON AVENUE
 PH: (503)-353-4211
 MILWAUKIE, OR
 97267
 UNITED STATES

FOR CUSTOMER SERVICE, CONTACT **BRIAN FISCHER**
 VOICE - 1-720-526-7101
 FAX - 1-519-457-3030
 EMAIL - bfischer@trojantechnologies.co

FORWARD AGENT:
CUSTOMER #: 700010
QUOTE #: 126261
QUOTE DATE: 01-26-2022
REFERENCE: David Hawkins
LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
1.00	EA	NON-INVENTORY	19512.00	EA 0	19512.00
		MODULE, UV3+ 8LAMP 4.0INCH LEFT SIDE Complete with Lamps, Sleeves. Ready to use.			
1.00	EA	NON-INVENTORY	19512.00	EA 0	19512.00
		MODULE, UV3+ 8LAMP 4.0INCH RIGHT SIDE Complete with Lamps, Sleeves. Ready to use.			
56.00	EA	794447-ORD	318.40	EA 0	17830.40
		LAMP, GA64T6HE ANGLE BASE Patent No. 8,167,654 and Canadian Patent No. 2,613,147			
5.00	EA	917341-100	1011.00	EA 0	5055.00
		LAMP DRIVER KIT, SMD W/PLS EC			



QUOTE

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FOR CUSTOMER SERVICE, CONTACT **BRIAN FISCHER**
 VOICE - 1-720-526-7101
 FAX - 1-519-457-3030
 EMAIL - bfischer@trojantechnologies.co

FORWARD AGENT:
CUSTOMER #: 700010
QUOTE #: 126261
QUOTE DATE: 01-26-2022
REFERENCE: David Hawkins
LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QTY	UNIT	ITEM	PRICE	UNIT	AMOUNT
1.00	EA	Replaced PN 915378 NON-INVENTORY	2246.00	EA 0	2246.00
1.00	EA	Maintenance Rack UV3/UV3+ FREIGHT FREIGHT	972.00	EA 0	972.00

GOODS	COSTS	TOTAL USD
22885.40	42242.00	65127.40

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.

SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.

GST# R105405385

THIS QUOTE EXPIRES: 03-31-2022

U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s

FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.

SOLD:

SHIP:

February 4, 2022

QUOTATION # DCF-442022

Oak Lodge Sanitary District
14611 South East River Road
Milwaukee, OR 97267

Quantity	Description	Unit Price	Total
1	Module, UV3+ 8 lamp 4.0 inch left side. Complete with Lamps, Sleeves. Ready to use	21,463.20	\$21,463.20
1	Module, UV3+ 8 lamps 4.0 inch right side. Complete with Lamps, Sleeves. Ready to use	21,463.20	\$21,463.20
56	794447-ORD Lamps, GA64T6HE Angle Base (Patent No. 8,167,654 and Canadian Patent No. 2,613,147)	350.24	\$19,613.44
5	917341-100 Lamp Driver Kit, SMD W/PLS EC (replaced #915378)	1,112.10	\$5,560.50
1	Maintenance Rack UV3/UV3+	2,470.60	\$2,470.60
	SUBTOTAL		\$70,570.94
APPLICABLE TAXES WILL BE ADDED TO INVOICES UNLESS A VALID TAX EXEMPT CERTIFICATE RECEIVED.			
FREIGHT CHARGES ARE EXTRA AND ADDED TO ALL INVOICES.			

PRICING VALID FOR 30-DAYS

PAYMENT TERMS: NET 30-DAYS

DC FROST ASSOCIATES, INC. TERMS & CONDITIONS APPLY ON ALL ORDERS (copy available upon request)



Wm. H. Reilly & Co.

910 SW 18th Avenue Portland OR 97205
Portland (503) 223-6197 Seattle (206) 223-6197
Fax (503) 223-0845

Parts Quote Form

TO: David Hawkins
Date: 2/4/22
Bill To: Oak Lodge Sanitary
14611 SE River Rd
Milwaukie, OR 97267

From: Kim Batiste
PO#:
Ship To: Oak Lodge Sanitary
13750 SE Renton Ave.
Milwaukie, OR 97222

PHONE: 503-353-4211
Email: david@olwsd.org
Manufacturer: Trojan Technologies, Inc.
Equipment: 3000Plus

FAX: 503-654-8169
Terms: Net 30
Project No: 511626

Description	Qty	Unit Price	Ext. Price
Module, UV3000+ 8 Lamp 4.0" leftside Complete w/lamps, sleeves	1	\$20,488.00	\$20,488.00
Module, UV3000+ 8 Lamps 4.0" rightside Complete w/lamps, sleeves	1	\$20,488.00	\$20,488.00
794447-ORD Lamps, GA64T6HE Angle Base	56	\$334.50	\$18,732.00
917341-100 Lamp Driver Kit, SMD W/PLS EC	5	\$1,061.50	\$5,307.50
Maintenance Rack UV3000+	1	\$2,358.00	\$2,358.00
Total:			\$67,373.50

Additional Information:

Please inspect all parts for damage immediately upon receiving them. Damage claims must be made within 48 hours of receiving parts.

- ***
1. Please fill in your Purchase Order number.
 2. **Please fill in your Bill To and Ship To addresses above BEFORE faxing b**
 3. **Sign and date** this form on lines provided below.
 4. Fax this signed form back to **(503) 223-0845**. An invoice will follow.
 5. This quote is valid for 30 days.
 6. **Shipping and Tax not included**

Signature: _____

Date: _____

Thank you for your order!

ack.



STAFF REPORT

To Board of Directors
From Jeff Page, Utility Operations Director
Title Approval of Amendment to SCADA Services Agreement with Portland Engineering, Inc.
Item No. 6e
Date March 2, 2022 for March 15, 2022 Regular Board Meeting

Summary

Staff seeks Board approval of an amendment to the District's existing SCADA services contract with Portland Engineering, Inc. (PEI). This amendment would update the not-to-exceed amount of \$50,000 to \$200,000 per fiscal year, to accurately reflect the District's current needs and contingencies for emergencies.

Background

The District contracts with PEI as the telemetry system integrator of record for supervisory control and data acquisition (SCADA) support. The agreement was made through a cooperative procurement procedure and was approved by the Board at the December 15, 2020, Board of Directors' meeting. The District's contract with PEI extends through June 30, 2023, and has an annual not-to-exceed limit of \$50,000 per fiscal year.

The SCADA system needs of the District originate from the following three areas: (1) water system operations and maintenance; (2) sanitary system operations and maintenance; and (3) capital improvements. Appropriations for operations and maintenance work come from funds 10 and 20 under *Contracted Services*; appropriations for capital improvement work are paid through funds 71 and 72, *Capital Funds*. Total current encumbered funds for work in all three areas are approaching the \$50,000 limit and will soon be exceeded.

The day-to-day needs of SCADA on-call services for operations and maintenance work are largely met by the existing limit, but are inadequate when considering the requirements of the capital improvement program. Raising the not-to-exceed limit will not change our SCADA budgeting in the three areas. It will, however, allow the District to complete its ongoing budgeted projects while giving the flexibility to address emergent needs such as those related to cybersecurity. Ongoing projects for SCADA system work to be completed by PEI include the biosolids piping and blower projects at the treatment plant and integration work associated with Pump Station 5. There is also work that needs to begin related to SCADA security at the treatment plant and remote access to SCADA for the water distribution team.

Past Board Actions

May 2021	The Board approved by Resolution 2021-04 the FY21-22 Budget which appropriated funds for this service.
December 2020	The Board approved the current contract with Portland Engineering, Inc. of Portland, OR.

Budget

The Board has appropriated funds for SCADA services in the FY 21-22 Budget. Depending upon emerging needs, future budget adjustments may need to be made.

Recommendation

Staff recommends approval of the proposed amendment to the SCADA services contract with Portland Engineering, Inc.

Suggested Board Motion

"I move to approve the Amendment to the professional services agreement with Portland Engineering Inc., for SCADA Support Services, and authorize the General Manager to sign the Amendment."

Attachments

1. Professional Services Agreement with PEI for SCADA System Support
2. Amendment to Professional Services Agreement with PEI



**PROFESSIONAL SERVICES
COOPERATIVE PROCUREMENT AGREEMENT
WITH PORTLAND ENGINEERING, INC.
FOR
TELEMETRY SYSTEM INTEGRATOR OF RECORD (SCADA) SUPPORT**

This Professional Services Agreement is between **OAK LODGE WATER SERVICES DISTRICT** (the “District”) and **PORTLAND ENGINEERING, INC.** (“Contractor”). The District and Contractor are herein referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The District is a consolidated water and sanitary special district organized under ORS Chapters 264 and 450 with the authority to enter into contracts for goods and services, including personal and professional services.
- B. The District Board of Directors, as the Local Contract Review Board for the District, has duly adopted local contracting and purchasing rules pursuant to ORS 279A.065 (“OLWS Procurement Rules”) that govern all contracts and purchases for the District.
- C. ORS 279A.215 and the OLWS Procurement Rules authorize the District to enter into cooperative procurement contracts pursuant to the state public contracting laws and regulations governing cooperative procurements.
- D. The District is currently in need of professional services from a qualified engineering firm to provide Telemetry System Integrator of Record (SCADA) System Support.
- E. Portland Engineering, Inc. has an existing contract for the services needed by the District, which contract was competitively solicited and procured as a cooperative procurement with Clackamas County as the administering agency (the “Original Contract”).
- F. The Original Contract was solicited and procured in a manner that satisfies the requirements of the state public contracting code and the District is eligible to participate in the cooperative procurement as a purchasing contracting agency.
- G. The District Board of Directors is satisfied with the terms, conditions, and prices of the Original Contract; finds that entering into a cooperative procurement for the services needed is advantageous to the District; and wishes to participate in the contract for professional services as a cooperative procurement.
- H. Portland Engineering, Inc. has the skills, knowledge, and resources to perform the services needed and desires to provide such services to the District in accordance with the terms of the Original Contract and this Agreement.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. Contract Documents

The contract documents of this Agreement consist of the following, and any conflicts or ambiguities within such documents shall be resolved in the following order of priority:

- A. This Professional Services Agreement, together with the Recitals and Article A: *Scope of Work & Consideration*, both hereto attached and incorporated herein by this reference.
- B. Article F: *Fee Schedule*.
- C. Appendix A: The terms and conditions of the Personal/Professional Services Contract between Portland Engineering, Inc., and Clackamas County Service District No. 1 and Water Environment Services, effective June 28, 2018 (the "Original Contract"), together with all articles and appendices, with the exclusion of Article A and as such contract terms and conditions are modified by this Agreement.

These documents together form the complete and integrated contract between the Parties (the "Agreement").

2. Effective Date and Duration

This Agreement is effective upon execution by both Parties (the "Effective Date"). Unless earlier terminated or extended, this Agreement shall expire on **June 30, 2023**. Any expiration of this Agreement, however, shall not extinguish or prejudice the District's right to enforce this Agreement with respect to any: (a) breach of a Contractor warranty; or (b) default or defect in Contractor's performance that has not been cured.

3. Payment Terms

The District agrees to pay the fees and rates as set forth in **Article A: *Scope of Work & Consideration*** and **Article F: *Fee Schedule***, up to a sum that shall not exceed \$170,125 in the first fiscal year of the Agreement (the Effective Date through June 30, 2021) and thereafter up to a sum that shall not exceed \$50,000 per District fiscal year (July 1 through June 30) for the duration of the Agreement.

4. Scope of Work

- A. Contractor shall perform the services set forth in the Scope of Work in the attached **Article A** (the "Work").
- B. Contractor agrees that the Work shall be performed by qualified personnel who at the time of the performance of the Work are licensed or otherwise qualified by the State of Oregon to perform the Work and performing to the standard of care with the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time the Work is performed.
- C. Contractor shall redo and rectify any Work that is found by either Contractor or the District to not meet this standard of care, without additional compensation to Contractor

and with all costs and expenses for remedying the substandard Work to be borne by Contractor.

5. Indemnity

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the performance of the Work, or from any act, omission, or negligence of Contractor, its subcontractors, agents, or employees. Contractor shall defend, save, hold harmless, and indemnify the District, its officers, elected officials, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by any errors, omissions, fault, or negligence of Contractor, or of Contractor's employees, subcontractors, or agents.

6. Insurance

- A. Contractor and its subcontractors, at their own expense, shall procure and maintain insurance acceptable to the District in full force and effect throughout the term of this Agreement and covering the Work under this Agreement. Such insurance shall cover risks arising directly or indirectly out of Contractor's activities or the Work hereunder, including the operations of its subcontractors and insuring against claims for injuries or damages to persons or property. The insurance shall include provisions that such insurance is primary insurance with respect to the interests of the District and that any other insurance maintained by the District is excess and not contributory insurance with the insurance required under this Agreement. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from Contractor or its insurer(s) to the District.
- B. The insurance policies maintained by Contractor and its subcontractors shall provide at least the limits and coverages identified in **Article B: Insurance** which is hereto attached and incorporated herein by this reference.
- C. The procuring of such required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services under this Agreement.
- D. As evidence of the insurance coverage required by this Agreement, Contractor shall furnish a Certificate of Insurance to the District. Such policies or certificates must be delivered and deemed acceptable to the District prior to commencement of the Work.
- E. The Parties agree that Contractor's coverage shall be primary to the extent permitted by law. The Parties further agree that other insurance maintained by the District is excess and not contributory insurance with the insurance required in this section.

7. Other Provisions

The following terms and conditions of the Original Contract are specifically incorporated into this Agreement: Article II Paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 11, 13, 14, 15, 17, 18, 19, 20, 21, 25, 26, and 27.

8. No Third-Party Beneficiaries

The District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

9. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

10. Disputes of Cost

In the event either Party brings an action to enforce the terms of this Agreement or to seek damages for its breach, or any action arising out of any dispute concerning the terms and conditions herein, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses incurred therein, including such costs and fees as may be required on appeal.

11. Notices

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be provided hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid to the following addresses.

If to the District:

David Mendenhall 14496 SE River Road, Oak Grove, OR 97267, or via e-mail to davidm@olwsd.org


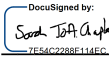
If to the Contractor: Carl Serpa, PE 2020 SE 7th Ave. Suite 200 Portland OR 97214 or via email to cserpa@portlandengineers.com

Either Party may at any time revise their notice address by providing notice to the other Party. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

12. Merger Clause

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. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IT IS AGREED:

<p>Portland Engineering, Inc.</p> <p>By: <u>Carl Serpa</u></p> <p>Signature: </p> <p>Title: <u>Principal Engineer</u></p> <p>Date: <u>12/18/2020</u></p>	<p>Oak Lodge Water Services District</p> <p>By: <u>Sarah Jo A. Chaplen</u></p> <p>Signature: </p> <p>Title: <u>General Manager</u></p> <p>Date: <u>12/16/2020</u></p>
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ARTICLE A

Scope of Work & Consideration

I. SCOPE OF WORK

BACKGROUND

The Districts' telemetry and control system consists of two separate systems one (1) Wastewater Treatment Plant facility and Five (5) Wastewater Pumping Stations.

Two (2) Drinking water pump stations, four (4) Reservoirs and two (2) Master meters.

The existing SCADA systems includes separate operational control, monitoring and data logging for both the Wastewater side and the Drinking water side. Comcast modems are used for communications for Remote Bases, PLCs and Servers on the Wastewater side, Verizon cellular modems for Remote Bases, PLCs and Servers on the Drinking Water side.

Both systems currently use Wonderware as its HMI.

The Oak Lodge Water Reclamation Facility (WRF) runs a conventional activated sludge plant with aerobic sludge digestion, and belt presses for dewatering solids. The plant uses a SCADA system which consists of various types and ages of instrumentation, drives and Allen Bradley PLCs. There are two servers in the plant. The Plant is manned ten hours per day and seven days per week and relies on auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware. There are three Operator Workstations and one Development Work Station located in the plant.

Remote Pumping Stations: The pump stations use Allen Bradley PLCs and Comcast modems for transmission to the SCADA system. Some stations have HMI panels. Back up alarm communications is via Verizon and we do monitoring with Mission systems. Alarm notifications are done by auto dialer.

The Drinking Water Pump Station (Valley View): monitors the level of each tank located at View Acres, three (3) 50 HP pumps are controlled by these levels by a simple Lead/Lag/Backup (Start/Stop) process.

There are two (2) Master meters that send daily reads back to the master PLC located at the Admin building.

There is one (1) automatic seismic valve.

There are two (2) 5 million-gallon reservoirs located at this site with pressure transducers that monitor their level.

The Drinking Water Pump Station (View Acres): The purpose of this facility is to maintain pressure to the surrounding area, consisting of two (2) 10 HP variable frequency pumps and one (1) 40 HP fixed speed fire pump.

There are two (2) flow meters used to monitor flow in the closed loop pressure system.

There is one (1) automatic seismic valve.

There are two (2) 2.8 million-gallon reservoirs located at this site with pressure transducers that monitor their level, it is this level that is sent to Valley View to tell the pumps there to turn on and off.

SCOPE OF SERVICES AND SCHEDULE

The selected firms or consultants that meet the qualifications, will be authorized to propose or serve as sub-consultants on District projects relating to the design and installation, of the instrumentation and SCADA systems. The single most qualified proposer will be identified as the District Integrator of Record and will provide the District with control system on-call services and project-specific services related to the design, installation and operation and maintenance of the Districts' instrumentation and

SCADA systems. However, the System Integrator will be required to negotiate individual scopes of work and budgets during the duration of the contract for either operational support as needed for the SCADA system or for services pertaining to a specific project. As the need arises, the District will request a proposal from the remaining qualified integrators selected to perform design, installation and operational support for new or existing SCADA system. The successful proposer will enter into a contract with the District for the specific project. The District reserve the right to make multiple contract awards.

The System Integrator of Record shall be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA, and Telemetry control systems.

Specifics for the Scope of Services include:

An initial assessment by the Integrator of the SCADA and plant systems and a plan for short term needs by March 1, 2021

Proactive maintenance and security updates.

Two projects for FY 21, a Firewall replacement for the plant and PLC replacement project.

Emergency on call response.

On-going maintenance of the SCADA system as a whole.

II. CONSIDERATION

- a. Consideration Rates – Time & Materials \$55/hour for administrative services; \$130/hour for all other services further described in **Article F**.
- b. Invoices shall be submitted to: Oak Lodge Water Services District, Attn: Accounts Payable, 14496 SE River Road, Oak Grove, OR 97267, or via e-mail to AP@olwsd.org.
- c. Contractor shall invoice District by the 15th of each month following the month in which services are provided. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.
- d. The District shall make payment to Contractor within thirty (30) calendar days after the date of receipt of the invoice, following the District's review and approval of invoices submitted by Contractor.
- e. Contractor shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth in this Agreement. If the maximum compensation amount is increased by amendment to this Agreement, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- f. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

APPENDIX A

PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **Portland Engineering, Inc.** (“Contractor”), and Clackamas County Service District No. 1 (“CCSD#1”) and Water Environment Services (“WES”), both political subdivisions of the State of Oregon (“Districts”).

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2023**. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: **Telemetry System Integrator of Record (SCADA) Support**, (“Work”), further described in **Article A**.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred thousand dollars (\$300,000.00) per County fiscal year (July 1-June 30) for a Contract total not to exceed one million five hundred dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article A.

4. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Articles A, B, C, D, E, and F.

6. Contractor Data.

Portland Engineering, Inc.

Address: 2020 SE 7th Ave, Suite 200

Portland, Oregon 97214

Contractor Contract Administrator: Carl Serpa, PE

Phone No.: 503-256-7718

Email: cserpa@portlandengineers.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

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ARTICLE II.

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or

property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article C)

At present, the Contractor certifies that he or she, if an individual is not a program, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Contractor shall provide insurance as indicated on **Article B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a selfinsurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

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delivery, email, or mailing the same, postage prepaid, to the District at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such

further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

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this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever. The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;

(B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections

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20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance

this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

(A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished.

(B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by District of Contractor with one or more workers, as defined by ORS 656.027. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by District Not required by District
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by District Not required by District
General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Portland Engineering, Inc.

Carl M. Serpa 6-20-18
Authorized Signature Date

CARL SERPA / Principal Engineer
Name / Title (Printed)

306020-80
Oregon Business Registry #

Corporation
Entity Type / State of Formation

Clackamas County Service District No. 1

[Signature] 6-28-18
Chair Date V.2

Water Environment Services
[Signature] 6-28-18
Chair Date V.1

Mary Raetnke
Recording Secretary

Approved as to Form:
[Signature] 6/20/18
County Counsel Date

**AMENDMENT TO PROFESSIONAL SERVICES
COOPERATIVE PROCUREMENT AGREEMENT WITH PORTLAND
ENGINEERING, INC. FOR TELEMETRY SYSTEM INTEGRATOR OF RECORD
(SCADA) SUPPORT**

This Amendment is entered into by and between Oak Lodge Water Services District (the “District”), and Portland Engineering, Inc. (“Contractor”) and amends the Parties’ professional services agreement for telemetry system integrator of record support services.

RECITALS

- A. The District and Contractor are parties to the Professional Services Cooperative Procurement Agreement for Telemetry System Integrator of Record (SCADA) Support, entered into on December 18, 2020 (the “Agreement”) which Agreement is now in effect.
- B. The Parties desire to amend the Agreement to modify the not-to-exceed value and hereby agree as follows:

AMENDMENT

Section 1. Payment Terms. The Payment Terms shall be the fees and rates set forth in the Agreement, up to a sum that shall not exceed \$200,000 per fiscal year (July 1 through June 30) for the duration of the Agreement.

Section 2. Effect on Agreement. Except as provided herein, this Amendment does not modify or amend the Agreement or the Payment Terms in any other manner. The terms and conditions of the Agreement and of this Amendment are hereby in full force and effect.

Section 3. Effective Date. This Amendment is effective as of this ____ day of _____, 2022.

IT IS AGREED:

OAK LODGE WATER SERVICES

PORTLAND ENGINEERING INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STAFF REPORT

To Board of Directors
From Aleah Binkowski, Human Resources Manager
Title Approval of Professional Services Contract with Relay Resources
Item No. 6f
Date March 15, 2022

Summary

Staff seeks authorization for the General Manager to sign a contract with Relay Resources for Janitorial and Landscaping services.

Background

As a public agency in the State of Oregon, this District is required, if contracting out, to seek both Janitorial and Landscaping services through the Oregon Forward Program to meet State Purchasing Rules found in OAR 125-055. The Oregon Forward program is administered by the Department of Administrative Services (DAS). DAS is required by ORS 279.845(1)(a) to “Determine the price of all products manufactured and services offered for sale to the various public agencies by any qualified nonprofit agency for individuals with disabilities.” The authorizing statutes for the Oregon Forward program, include a provision requiring that “...The price shall recover the cost of raw materials, labor, overhead, delivery costs and a margin held in reserve for inventory and equipment replacement...” The Oregon Forward Program, formerly known as the QRF Program, fulfills the law by supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities. Through a network of qualified contractors, a uniquely skilled and diverse workforce is trained and employed to provide goods and services procured by state and local government agencies. All Oregon Forward employers are non-profit, and their prices are set and approved by the State.

Relay Resources is a qualified Oregon Forward employer who provides janitorial, floor cleaning, and landscaping services in our area. In our area there are five Oregon Forward qualified contractors who provide janitorial services, three who provide landscaping services and two who provide floor cleaning. Relay is the only contractor who provides all three services to our area and having all the services under one contract streamlines the process.

The District has been satisfied with the quality of work and customer service Relay Resources has provided. They are familiar with our buildings and grounds, and we are seeking to continue our relationship with them.

Staff has evaluated the cost of the Relay contract versus the cost of performing these tasks in-house. It is still more cost effective for the District to have this contracted out. The fully loaded cost of an additional staff member would be about the same as the cost of the contract, but with the contract the District does not have the expense of purchasing and maintaining mowers, trimmers, and other landscaping equipment, and avoids higher workers compensation insurance cost. Staff will continue to monitor this situation for the best cost option.

Recommendation

Staff requests Board approval for the General Manager to sign a contract with Relay Resources for Janitorial and Landscaping services in the amount of \$79,987.65 for a 12-month contract beginning April 1, 2022.

Suggested Board Motion

"I move to approve the General Manager to sign a 12-month contract with Relay Resources for Janitorial and Landscaping services in the amount of \$79,9987.65 beginning April 1, 2022."

Attachments

1. Relay Resources 2022 Price Proposal and Department of Administrative Services request for Price Approval
2. Relay Resources Quote



**STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Forward Program
Request for Price Approval**

Public Agency: Oaklodge Sanitary

Oregon Forward Company: Relay Resources

Product or Service: Janitorial and Landscape

Contract number (& amendment# if applicable): _____

Proposed Prices (list all proposed prices and include the Statement of Services or Specifications, and costing workbooks to justify proposed prices with request):

Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Janitorial, all sites	\$26,292.56	year
Landscape, all sites	\$53,695.09	year
Janitorial, additional	\$39.67	hour
Janitorial Spec/Floorcare, additional	\$43.07	hour
Janitorial, OT/Weekend additional	\$50.60	hour
Landscape, additional	\$52.77	hour
Landscape, OT/Irrigation	\$65.45	hour

Public Agency and Oregon Forward Company agree the proposed price and supporting documentation meets the requirements of OAR 125-055-0030.

_____, date: _____

Authorized Public Agency Signature

_____, phone # _____

Email Address

_____, date: _____

Authorized Oregon Forward Contractor Signature

_____, phone # _____

Email Address

DAS has reviewed the submitted documentation supporting the price(s) offered by the Oregon Forward Contractor and approves the price for procurement of the above stated product or service in accordance with OAR 125-055-0030.

_____, date: _____

Oregon Forward Program Signature

RELAY™

RESOURCES

February 9, 2022

Aleah Binkowski-Burk
 Human Resources and Payroll Manager
 Oak Lodge Water Services District
 14611 SE River Road
 Oak Grove, OR 97267

RE: Oak Lodge Water Services District Janitorial & Landscape Services; Period of Performance: April 1, 2022 through March 31, 2023

Dear Aleah,

As you may know, the above referenced contract is due for annual review. We are very interested in renewing this contract and present the following proposal.

Our proposal is based on the assumption of no changes to the current Scope of work (janitorial) and landscape annual calendars. Our pricing is in accordance to our Janitorial & Landscape Collective Bargaining Agreements. Our pricing is:

Site/Services	2021 Monthly	2021 Yearly	2022 Monthly	2022 Yearly
Admin Bldg 14611 SE River Road, Janitorial	\$602.48	\$7,229.76	\$628.25	\$7,539.00
Admin Bldg Old Water Bldg 14496 SE River Road, Janitorial	\$621.76	\$7,461.12	\$655.32	\$7,863.85
Treatment Center 13750 SE Renton, Janitorial	\$824.25	\$9,891.00	\$907.48	\$10,889.71
Admin Bldg 14611 SE River Road, Landscape	\$398.60	\$4,783.20	\$424.28	\$5,091.40
Treatment Center 13750 SE Renton, Landscape	\$3,461.14	\$41,533.68	\$3,729.04	\$44,748.46
Main Admin Bldg 14496 SE River Road, Landscape	\$304.94	\$3,659.32	\$321.27	\$3,855.23

Paper products will be purchased by the customer, if we purchase will be at cost plus 10% Admin Fee.

Our additional hourly rates are:

- Janitorial \$39.67/hour (on an as-ordered basis)
- Janitorial \$50.60/hour (O-T/holiday/weekend)
- Floorcare \$43.07/hour (on an as-ordered basis)
- Landscape \$52.77/hour (on as as-ordered basis)
- Landscape \$65.45/hour (O-T/holiday/weekend/irrigation)



MAILING ADDRESS: 5312 NE 148th Ave., Portland, OR 97230
 OFFICE: 503-261-1266
 WEBSITE: relayresources.org



If acceptable, please sign and return the Oregon Forward Request for Price Approval Form electronically. We will then send it to DAS, along with the required DAS Costing Workbooks, for their final approval.

Please let me know if you have any questions or need additional information.

Sincerely,

Shannon Viegas

Contracts Administrator



STAFF REPORT

To Board of Directors
From Jason Rice, District Engineer
Gail Stevens, District Finance Director
Title Second Reading of Proposed Ordinance No. 2022-05 Revising the District Rules and Regulations
Item No. 7
Date March 15, 2022

Summary

Ordinance No. 2022-05, if adopted, will make changes to the Oak Lodge Water Services District's ("District") existing Rules and Regulations ("Rules"). The changes proposed in the ordinance address: (1) updates to provisions relating to the calculation, timing, and manner of payment for system development charges; (2) clarifications to requirements for opening an account; (3) clarifications for when the District may require an easement; (4) clarifications regarding when individual service connections are required; (5) the removal or streamlining of provisions that are covered in the District's Design and Construction Standards; (6) refinements to sync the Rules with Clackamas County development regulations; and (7) various housekeeping amendments to improve language consistency in the Rules.

Proposed Ordinance No. 2022-05 is coming before the District's Board of Directors ("Board") for a second reading and adoption. No changes to the proposed edits to the Rules have been made since the first reading. If the Board adopts Proposed Ordinance No. 2022-05, the changes to the Rules will become effective on April 14, 2022.

Past Board Actions

February 20, 2018 The District adopted an initial version of the Rules through Ordinance No.18-01

December 15, 2020 The Board adopted Ordinance No. 2020-03. That ordinance enacted the current version of the District's Rules

February 15, 2022 The Board had a first reading of Proposed Ordinance No. 2022-05 Revising the District's Rules.

Discussion

During its February 15, 2022 meeting, the Board held a hearing and first reading of Ordinance No. 2022-05. The ordinance, if adopted, would update the District's Rules. No additional changes to the Rules were requested as a result of either the hearing or the first reading.

As presented to the Board in more detail during the February 15th meeting, the proposed changes address the following:

A. System Development Charges

The Rules allow the District to charge and to collect System Development Charges ("SDC"). The proposed edits to the Rules provide more flexibility for the timing of when the SDC charge is actually requested. The edits also update the equivalency factor for calculating "equivalent dwelling units" on which SDC charges are based. Finally, the proposed version of the Rules clarifies the District may use a promissory note to secure long-term payment of SDCs.

B. Setting Up Accounts

The District establishes new accounts in the name of the property owner. In order to ensure that the District is entitled to ask for certain customer information – for example, Driver License and Social Security Number – the proposed Rules expressly identify that information as being necessary to set up the account. Additional proposed language clarifies that the District would use that personally identifiable information solely for District purposes, including collections. The Rules also clarify that a continuous connection to the District's system should be deemed an ongoing request for service not only by the user, but also by the owner who is ultimately responsible to pay for the District's services.

C. Easements

Many of the District's facilities are located within public rights-of-way. However, District-owned facilities do exist on private property. The proposed Rules create express provisions for the District to require an easement from the property owner when District-owned facilities must be placed on private property.

D. Number of Meters Serving a Property

The current Rules require that each "premises" has a separate service and, therefore, at least one meter serving the premises. The proposed Rules make definitional and other changes to clarify which properties must have separate service. Specifically, the proposed edits create a new definition for "parcel", which is defined as a tax lot or group of adjacent tax lots that are under the same ownership. The proposed edits also would require separate service for each "parcel" rather than for each "premises". The result of these two changes is that a development or group of developments can take service from the same meter as long as they are on the same tax lot (or group of tax lots that are operated together). A property owner would still have

the option of installing multiple meters if desired or if necessary to meet certain regulatory requirements (e.g. flow or pressure).

E. Design and Construction Standards

The District's Rules are implemented, in part, through the application of the District's Design and Construction Standards. The proposed Rules make changes to language that is either redundant with the Design and Construction Standards, or which contains outdated references to other materials on which those standards are based.

F. Consistency with County Regulations

The current Rules require that new development or a division of land adjacent to sensitive areas preserve and maintain an undisturbed buffer wide enough to protect the water quality function of the sensitive area. The undisturbed buffer is a facility required to prevent damage to the sensitive area caused by the development.

District Staff determined that this requirement is redundant to regulations Clackamas County has for new development and divisions of land. The County's buffers are often greater in width and therefore more effective than the District's buffer requirements. Because any natural resource areas the District would protect are already identified and protected through the County's development code, the proposed Rules remove these regulations from the Rules, but they can be reinstated in the future if necessary.

G. Housekeeping Amendments

Because the District created the Rules in part by combining the rules and regulations of its predecessors, several inconsistencies exist throughout. In 2020, the District made a large number of changes to correct inconsistencies in language choice and formatting of the document. The proposed Rules make several small revisions to address minor inconsistencies that remain.

Concurrence

The District's legal counsel team has participated in this effort and will be available to answer questions from the Board.

Recommendation

Staff recommends the Board adopt Ordinance No. 2022-05.

Alternatives to Recommendation

The Board can decline to adopt Ordinance No. 2022-005. The Board can also request that more changes be made to the Rules and bring Ordinance No. 2022-005 back for a new hearing and first reading.

Suggested Board Motion

There are two suggested motions:

1 - "I move to read Ordinance No. 2022-005 by title only."

2 - "I move to adopt Ordinance No. 2022-05 Revising the District Rules and Regulations."

Attachments

1. Proposed Ordinance No. 2022-05
2. February 15, 2022 Staff Report Regarding Rules and Regulations Update
3. Rules and Regulations (with edits shown as redlines)

OAK LODGE WATER SERVICES

ORDINANCE NO. 2022-05

AN ORDINANCE ADOPTING AMENDMENTS TO THE DISTRICT’S RULES AND REGULATIONS.

WHEREAS, by this Ordinance, the District adopts amendments to the Oak Lodge Water Services District Rules and Regulations (“Rules”), attached hereto as Exhibit 1 and incorporated by reference, to be effective as of the dates specified below;

NOW, THEREFORE, THE OAK LODGE WATER SERVICES BOARD OF DIRECTORS HEREBY ORDAINS THE FOLLOWING:

Section 1. The Rules adopted by this Ordinance, attached as Exhibit 1 and incorporated by reference, are hereby adopted and shall be known as the Oak Lodge Water Services District Rules and Regulations.

Section 2. Pursuant to ORS 198.540, this Ordinance was read at regular meetings of the Board of Directors on two different days at least six days apart and prior to the adoption thereof.

Section 3. This Ordinance was adopted by at least the affirmative vote of a majority of the members of the Board of Directors at a public meeting and was attested to by the Secretary. The Secretary of the Board of Directors is instructed to cause this Ordinance to be filed in the Records of the Oak Lodge Water Services District and to file a certified copy of this Ordinance with the County Clerk.

Section 4. The Secretary of the Board of Directors, with consultation by the District’s General Manager, is hereby authorized to correct any formatting or scrivener’s errors prior to transmitting the Rules to the County Clerk.

Section 5. The effective date of the amendments to the Rules shall be April 1, 2022.

FIRST READING: February 15, 2022

SECOND READING: March 15, 2022

ADOPTED THIS 15TH DAY OF MARCH 2022.

OAK LODGE WATER SERVICES DISTRICT

By _____
Susan Keil, President

By _____
Ginny Van Loo, Secretary/Vice President



STAFF REPORT

To Board of Directors
From Jason Rice, District Engineer
Gail Stevens, District Finance Director
Title First Reading of Proposed Ordinance No. 2022-05 Revising the District Rules and Regulations
Item No. 7
Date February 15, 2022

Summary

Ordinance No. 2022-05, if adopted, will make changes to the Oak Lodge Water Services District's ("District") existing Rules and Regulations ("Rules"). The changes proposed in the ordinance address: (1) updates to provisions relating to the calculation, timing, and manner of payment for system development charges; (2) clarifications to requirements for opening an account; (3) clarifications for when the District may require an easement; (4) clarifications regarding when individual service connections are required; (5) the removal or streamlining of provisions that are covered in the District's Design and Construction Standards; (6) refinements to sync the Rules with Clackamas County development regulations; and (7) various housekeeping amendments to improve language consistency in the Rules.

Proposed Ordinance No. 2022-05 is coming before the District's Board of Directors ("Board") for a first reading. District Staff will incorporate any input from the Board and the public prior to a second reading. District Staff currently plan to have a second reading of the ordinance at the Board's March meeting. As a result, the Board does not need to make any final decisions during the Board's February meeting.

Past Board Actions

On December 15, 2020, the Board adopted Ordinance No. 2020-03. That ordinance enacted the current version of the District's Rules.

Discussion

In early 2018, the District adopted an initial version of the Rules through Ordinance No.18-01. The result of that effort was to have a consolidated set of rules and regulations for each of the services the District provides – domestic water, sanitary sewer, and watershed protection.

Because the Rules reflected the District's first attempt to consolidate all regulations, the Board

and District Staff acknowledged that the Rules would likely require updates once District Staff developed more experience implementing the combined rules. The Rules also generally require updating to respond to the District's own obligations under state and federal laws. Rather than amend the rules each time a needed change is identified, the District plans to update the Rules on an annual basis when updates are needed.

In December 2020, the District completed its first major update to the Rules. District Staff has continued to analyze the Rules as they implement them in real-world situations. Based on that ongoing analysis, District Staff have identified multiple areas where revisions to the Rules will either provide greater clarity or better match the District's business practices. As noted in the Summary, the proposed Rule amendments generally fall into the following categories: (1) updates to provisions relating to the calculation, timing, and manner of payment for system development charges; (2) clarifications to requirements for opening an account; (3) clarifications for when the District may require an easement; (4) clarifications regarding when individual service connections are required; (5) the removal or streamlining of provisions that are covered in the District's Design and Construction Standards; (6) refinements to sync the Rules with Clackamas County development regulations; and (7) various housekeeping amendments to improve language consistency in the Rules.

A. System Development Charges

The Rules allow the District to charge and to collect System Development Charges ("SDC"). The current Rules call for these charges to be paid at the time of permit issuance for increased improvements or new development. District Staff have encountered situations where it may be more appropriate to collect an SDC at the time a development actually connects to the District's systems or when a new service triggering an SDC actually begins. Because these situations may occur after a permit is issued, District Staff have requested that the Rules provide more flexibility for when the SDC charge is actually requested.

Depending on the specific methodology the District uses, the amount of the SDC charged to a development depends in part on a calculation of equivalent dwelling units ("EDU") as determined by the number and type of plumbing fixtures in a development. Based on Oregon Plumbing Specialty Code revised April 1, 2021, District Staff have determined that the equivalency factor for calculating EDUs needs to be updated for some plumbing fixtures. The proposed Rules include those updates.

The Rules provide a process through which a person may pay an SDC over time rather than in a single payment. This same process has been in place since prior to the consolidation of the former Sanitary District and Water District. Under the original versions, the Rules contemplated the District would secure the long-term payment of SDCs through a mortgage or trust deed. In practice, the District has used a promissory note to secure payment. The proposed version of the Rules removes the express reference to mortgages and trust deeds and clarifies the District may use a promissory note to secure long-term payment of the SDCs.

B. Setting Up Accounts

The District establishes new accounts in the name of the property owner. To set up an account, the District requires certain personal information from the account holder. In order to ensure that the District is entitled to ask for that information – for example, Driver License and Social Security Number – the proposed Rules expressly identify that information as being necessary to set up the account. Additional proposed language clarifies that the District would use that personally identifiable information solely for District purposes, including collections.

The District has implemented the current Rules such that a connection to the District’s systems is deemed to be an ongoing request for service. In other words, unless a customer physically disconnects a property from the system, the service can continue to be used and, therefore, the Rules should continue to apply. This is an important provision, especially in the context of a landlord-tenant situation, where the user may change, but the connection to the system does not. District Staff have identified a small change to the Rules that is necessary to clarify that a continuous connection to the District’s system should be deemed an ongoing request for service not only by the user, but also by the owner who is ultimately responsible to pay for the District’s services.

C. Easements

Many of the District’s facilities are located within public rights-of-way. However, District-owned facilities do exist on private property. In those situations, the District typically has an easement that allows the District to access the private property for maintenance and operation purposes, and to limit conflicting uses that could impact the facilities.

The appropriate time to obtain an easement from a property owner is at the time of development review; when the District approves the initial construction or alteration of District facilities. The proposed Rules create express provisions for the District to seek an easement at that time.

D. Number of Meters Serving a Property

The current Rules require that each “premises” has a separate service and, therefore, at least one meter serving the premises. However, the definition of “premises” in the current Rules is confusing in that context, because it includes “any building, structure, improvement, or parcel of land that may now, or at some time, receive water or sewer service from the District.” Under that definition, it is not expressly clear whether each building or structure on a parcel of land is required to have a separate service and meter. District Staff believes this is not the intent of the rules, as it would require, for example, an owner to have separate meters for a primary residence and a detached accessory dwelling unit.

The proposed Rules address this issue in two ways. First, the proposed edits create a new definition for “parcel”, which is defined as a tax lot or group of adjacent tax lots that are under the same ownership. Second, the proposed edits would require separate service for each

“parcel” rather than for each “premises”. The result of these two changes is that a development or group of developments can take service from the same meter as long as they are on the same tax lot (or group of tax lots that are operated together). A property owner would still have the option of installing multiple meters if desired or if necessary to meet certain regulatory requirements (e.g. flow or pressure). This is more common in a commercial or industrial setting, but may exist in a residential setting as well.

E. Design and Construction Standards

The District’s Rules are implemented, in part, through the application of the District’s Design and Construction Standards. District Staff have identified multiple provisions in the Rules that are either redundant with the Design and Construction Standards, or which contain outdated references to other materials on which those standards are based. The proposed Rules make several edits to remove the redundant and outdated information.

F. Consistency with County Regulations

The current Rules require that new development or a division of land adjacent to sensitive areas preserve and maintain an undisturbed buffer wide enough to protect the water quality function of the sensitive area. The undisturbed buffer is a facility required to prevent damage to the sensitive area caused by the development.

District Staff have determined that this requirement is redundant to regulations Clackamas County has for new development and divisions of land. The County’s buffers are often greater in width and therefore more effective than the District’s buffer requirements. There are also hurdles to the District fully implementing such a requirement, because the District does not inventory natural resource areas and can rely only on areas already inventoried by other agencies.

Because any natural resource areas the District would protect are already identified and protected through the County’s development code, District Staff recommend removing these regulations from the Code. If the District determines in the future that it should or must have such regulations, the District can determine at that time what the scope of the regulations should be and how it will identify natural resources that require additional protections.

G. Housekeeping Amendments

Because the District created the Rules in part by combining the rules and regulations of its predecessors, several inconsistencies exist throughout. In 2020, the District made a large number of changes to correct inconsistencies in language choice and formatting of the document.

District Staff noted in 2020 that they would continually review the Rules as they are applied in order to identify other changes that will increase the readability and usability of the Rules. Based on that continued review, District Staff are recommending several small revisions

throughout the Rules to address minor inconsistencies. District Staff again expect to present additional housekeeping amendments during the next annual review of the Rules. That being said, if the Board identifies any revisions it wants to make, those can be incorporated into the proposed ordinance and adopted as part of the second reading.

Concurrence

The District's legal counsel has participated in this effort and will be available to answer questions from the Board.

Recommendation

Staff recommends the Board provide input into the language of proposed Ordinance No. 2022-05 and schedule a second reading on March 15, 2022.

Alternatives to Recommendation

The Board can propose major modifications to the proposed ordinance and bring it back for a first reading.

The Board can decline to give further consideration to the proposed ordinance.

Suggested Board Motion

If the Board has no modifications or only minor modifications, no motion is required and Staff will schedule a second reading of the proposed ordinance on March 15, 2022.

If the Board desires to make major modifications to the proposed ordinance: *"I move to direct Staff to make the following modifications to proposed Ordinance No. 2022-05 and to return to the Board for a first reading of the ordinance as modified."*

Attachments

1. Proposed Ordinance No. 2022-05
2. Rules and Regulations (with edits shown as redlines)

Oak Lodge Water Services District

Rules and Regulations

~~January 15, 2021~~ April 1, 2022

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PREFACE

The Oak Lodge Water Services District (OLWSD or District) is a municipal corporation organized and operating under Oregon Revised Statutes Chapters 198, 264, and 450. The purpose of OLWSD is to supply Users in the District with sanitary sewage conveyance and treatment, watershed protection/surface water quality management, and domestic water supply. OLWSD also supplies, or can supply, water and sanitary sewer services to Users outside the District by agreement with municipalities, special districts, and private entities.

OLWSD is governed by the authority provided under state law and vested in a board of five directors residing within OLWSD's boundaries and elected by voters. The Board of Directors holds regular monthly meetings, which are open to the public.

No provision of these Rules and Regulations is intended to limit or alter any power granted to the District by state law, and this document should be interpreted to allow the District to exercise that authority to its fullest extent. At the time of adoption, these District Rules and Regulations contain references to other Local, State, and Federal regulations or documents. In the event changes to those regulations or documents necessitate a change to these District Rules and Regulations, the District will amend this document.

DEFINITIONS

The following words and phrases appearing in these Rules and Regulations shall have the meaning set forth in these Definitions unless the context determines otherwise. Defined words and phrases may or may not appear as capitalized terms. Other words and phrases may be defined in specific sections of the Rules and Regulations.

Accessory Dwelling Unit (ADU) means a secondary, subordinate dwelling unit as defined by Clackamas County or the Oregon State Building Code, whichever is prevailing. OLWSD defers to Clackamas County the determination of a structure or space to be an ADU.

Attorney means the attorney engaged by OLWSD to provide legal counsel.

Authorized or Duly Authorized Representative of the User means:

(1) If the User is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager: is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions are taken to gather complete and accurate information for individual wastewater discharge permit requirements; and has authority to sign

documents as assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.

Best Management Practices (BMP) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices.

Board means the Board of Directors for the District, acting as the governing body for OLWSD.

Chemical Oxygen Demand (COD) means the total measurement of all chemicals in the water that can be oxidized.

Clean Water Act (CWA or the Act) means the Federal Water Pollution Control Act, also known as the Clean Water Act.

Compliance means meeting the requirements, standards, and other obligations provided for in the District's Rules and Regulations, permits, contracts, orders, or other authorities.

Confidential Information means information and data on a discharger including products used, industrial processes, or methods of production which the discharger can demonstrate, to the satisfaction of the General Manager, constitute trade secrets. Effluent constituents and characteristics shall not be considered confidential information.

Connection means the sections of any service line located on private property extending continuously to the Main and capable of conveying water, sewage, or stormwater.

Customer means the Owner or User receiving service from the District, as applicable.

Connection Charges means the current service installation charge and meter installation charge as adopted by the Board.

Day, unless stated otherwise in these Rules and Regulations, means a calendar day.

Development means any human induced change to improved or unimproved real estate including, but not limited to: construction; installation; expansion of a building site or other structure; land division; drilling; or site alteration such as that due to land surface mining, dredging, clearing, grading, excavation, filling, construction of earthen berms, paving, or improvements for use as parking or storage.

Disruption means a deleterious impact on the structure, function, operation, or maintenance of the Publicly Owned Treatment Works (including an increase in maintenance requirements or a risk of harm to persons) or on the ability to beneficially reuse biosolids, recycled water, or any product produced by the Publicly Owned Treatment Works caused by a discharge either alone or in combination with other discharges.

District means the Oak Lodge Water Services District, or OLWSD.

District Engineer means the lead Engineer for the District, acting either directly or through authorized representatives. The District Engineer is a registered professional engineer licensed to practice in the State of Oregon.

District Standards means the District's Design and Construction Standards, as may be amended from time to time.

Documented Violation means any violation that the District or other government agency verified through observation, investigation, or data collection.

Easement means a property interest granting the right to use a defined area of property for a specific purpose or purposes as set forth in the instrument granting the easement.

Enforcement means any documented action taken to address a violation of these Rules and Regulations or any other applicable law.

Fats, Oils and Grease (FOG) means any substance that turns or may turn viscous or solidify with a change in temperature or other conditions.

Federal Categorical Pretreatment Standards means any regulation containing pollutant discharge limits promulgated by the United States Environmental Protection Agency in accordance with General Pretreatment Regulations for Existing and New Sources of Pollution of the Clean Water Act that applies to a specific category of industrial discharger.

Fire Service Line includes, but is not limited to, valves, backflow prevention assemblies, special water meters, pipes, and other devices installed solely for service to the standby connection dedicated for fire service only. The Fire Service Line shall be owned and maintained by the owner.

Flagrant means any documented violation where the respondent had actual knowledge of the law, standard, or other legal requirement and consciously took or omitted to take an action that resulted in the violation without regard to the consequences of such act or failure to act.

Food Service Establishment (FSE) means facilities maintained, used, or operated for storing, preparing, serving, manufacturing, packaging, or otherwise handling food for sale to other entities, or for consumption by the public, its members, residents, students, or employees, and that has any process or device that uses or produces FOG, grease, vapors, steam, fumes, smoke, or odors.

Formal Enforcement means an administrative action signed by the General Manager that is issued to a respondent on the basis that a violation has been documented, requires the respondent to take specific action within a specified time frame, and states consequences for

continued non-compliance.

Garbage means solid waste from the preparation, cooking, and dispensing of food; the handling, storage, and sale of produce; and from the packaging and canning of food. This definition also includes the disposal of pharmaceutical products.

General Manager means the District General Manager or designee.

Grease Interceptor means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum fats, oil, and greases (FOG) from a wastewater discharge.

Indirect Discharge or Discharge means the introduction of pollutants into the Publicly Owned Treatment Works from any non-domestic source regulated under the Act. The discharge into the Publicly Owned Treatment Works is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances.

Industrial Wastes means any liquid, gaseous, or water born wastes or combination thereof resulting from any process of business, industry, manufacturing, trade, or recovery of any natural resources, except garbage.

Inspector means the authorized representative of the District Engineer whose authority, instructions, and decisions shall be limited to the duties and responsibilities entrusted to them in making detailed inspections of any or all portions of the permitted or contracted work or materials.

Intentional means any documented violation where the respondent voluntarily took or omitted to take an action and knew or should have known that taking or omitting to take an action would be a Violation.

Interference means a discharge that, alone or in conjunction with the discharge or discharges from other sources, inhibits or disrupts the Publicly Owned Treatment Works, its treatment processes or operations, or its sludge processes, use, or disposal and therefore is a cause of either a violation of the District's NPDES permit or the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Main means the pipe in the street, alley, right-of-way, or easement, if the pipe is owned and maintained by the District.

Magnitude of Violation means the extent of a violator's deviation from the District's statutes, rules, permits, or orders considering such factors as, but not limited to, pollutant or concentration, turbidity, volume, duration, toxicity, or proximity to human or environmental receptors. Deviations shall be classified as major, moderate, or minor.

Mean High Water Line means the jurisdictional limit of the Corps of Engineers under the Rivers and Harbors Act.

Non-Contact Cooling Water means water discharged from any system of heat transfer, condensation, air conditioning, refrigeration, or other sources to which no pollutant is added other than heat.

Notice means a written communication delivered, by hand or by mail, to the authorized individual, member of the firm, or officer of the corporation for which it is intended. If delivered or sent by mail, Notice shall be addressed to the last known business address of the individual, firm, or corporation. In the case of a contract with two or more persons, firms, or corporations, Notice to one shall be deemed Notice to all.

Ordinary High-Water Mark is as defined in the Shoreline Management Act (SMA) and means a biological vegetation mark that can be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual and so long continued in all ordinary years.

Owner means the fee title owner of the property that receives services from the District.

Parcel means a tax lot, or multiple adjacent tax lots under identical ownership, to which the District may provide sewer or water service.

Pass Through means a discharge that exits the Publicly Owned Treatment Works without benefit of treatment or with inadequate treatment.

Permit means any authorization required pursuant to this or any other regulation of the District for connection and/or discharge to the sanitary sewer system.

Permittee means any individual, partnership, firm, association, corporation, or public agency applying for or receiving a permit.

Plans means construction plans, including system plans, water plans, sewer plans and profiles, cross section, detailed drawings, originals, or reproductions approved or to be approved by the District that show the location, character, dimensions, and details for the work to be done.

Premises means any building, structure, improvement, or parcel ~~of land~~ that may now, or at some time, receive water or sewer service from the District.

Pretreatment means the application of physical, chemical, and/or biological processes to reduce the amount of pollutants and/or alter the nature of the pollutant properties in wastewater prior to discharging such wastewater into the public sanitary sewer system.

Pretreatment Requirements means any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

Pretreatment Standard means prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

Prior Significant Action means any violation proven pursuant to a contested case hearing or established with or without admission of a violation by payment of a civil penalty.

Prohibited Discharges means that no person shall discharge or cause to be discharged, in any manner into the public sanitary sewer system any material, substances, or wastes listed under the General Discharge Prohibitions section of these Rules and Regulations.

Public Sewer means a sewer owned and operated by the District, or other local public agency, which is tributary to the District's sewer facilities.

Publicly Owned Treatment Works or POTW means a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), that is owned by the District. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, that convey wastewater to a treatment plant.

Right-of-Way means a publicly-owned easement for utilities and to which the District has an established right to access.

Rates, Fees, and Other Charges means the current rates, fees, and charges, including permit fees, and system development charges as adopted by the Board.

Receiving Waters or Receiving Stream means the natural water course or body of water to which the District's wastewater treatment plant discharges.

Reimbursement Fee means the cost associated with capital improvements constructed or under construction on the effective date of these Rules and Regulations.

Respondent means the person to whom a formal enforcement action is issued.

Rules and Regulations means these Rules and Regulations as adopted by Ordinance by the Board.

Sanitary Sewer Lateral means the portion of pipe connecting private property structures to the main sewer system. The District accepts ownership of the lateral in the right-of-way.

Sanitary Sewer Overflow (SSO) means the discharge of partially treated or untreated sewage to waters of the state.

Service Charge means the periodic charges levied on all Users of the District's water and sewerage systems for operation and maintenance of the system and debt service as established by the District.

Service Class means groups of Users based on the type of sanitary sewer usage.

Service Connection (Sewer) means (for purposes of determining fees), a service connection is established when the side sewer lateral crosses from public property (Right-of-Way) into private property.

Service Connection Point (Sewer) means the point of connection between the Building Sewer and Sewer Lateral.

Service Line (Water) means the pipe and any associated fittings from the water main to, and including the meter, the meter box.

Sewage means the liquid and waterborne wastes derived from ordinary living processes free from industrial wastes and of such character as to permit satisfactory disposal without special treatment into the District sewerage system.

Sewer Lateral means the portions of the public sewer line that have the primary purpose of serving adjacent property. The sewer laterals are located within public rights-of-way, or within private easements where the District has expressly accepted ownership of the lateral, and connect sewer between the private property line or the boundary of an easement and the receiving line.

Significant Industrial User means:

1. A User subject to categorical pretreatment standards; or
2. A User that:
 - a. Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the Publicly Owned Treatment Works (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the Publicly Owned Treatment Works treatment plant; or
 - c. Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the Publicly Owned Treatment Works' operation or for violating any pretreatment standard or requirement.
3. Upon a finding that a User meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting the Publicly Owned Treatment Works' operation or for violating any applicable pretreatment standard or requirement, the District may, at any time, on its own initiative or in response to a petition received from a User and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a significant industrial User.
4. The District may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gpd of total categorical wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - (a) The Industrial User, prior to the District's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
 - (b) The Industrial User annually submits the required certification statement, together with any additional information necessary to support the certification statement;

and

(c) The Industrial User never discharges any untreated concentrated wastewater.

Sludge means any solid, semi-solid, or liquid decant, subnate, or supernate from a manufacturing process, utility service, or pretreatment facility.

Slug Load or Slug Discharge means any discharge at a flow rate or concentration that could cause a violation of the prohibited discharge standards as defined in these Rules and Regulations. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge that has a reasonable potential to cause Interference or Pass Through or in any other way violate the Publicly Owned Treatment Works' regulations, Local Limits, or Permit conditions.

Suspended Solids means solids that either float on the surface or are in suspension in liquids and which are removable by laboratory filtering in accordance with procedures set forth in the latest edition of *Standard Methods for the Examination of Water and Wastewater*.

System means all or any part of the water, sewer, or stormwater system owned by the District, including without limitation all service lines, meters, structures, facilities, and appurtenances.

Systematic means any documented violation that occurs on a regular basis.

Systems Development Charge (SDC) means a reimbursement fee assessed or collected at the time of connection to the water or sanitary sewer system. It shall also include that portion of a water or sanitary sewer connection charge that is greater than the amount necessary to reimburse the District for its average cost of inspecting and installing connections with the water and sanitary sewer system. Systems Development Charge does not include:

1. Any fees assessed or collected as part of a local improvement district;
2. Any charges in lieu of a local improvement district or assessment; or
3. The cost of complying with requirements or conditions imposed upon a land use decision.

Trunk Sewer means any public sewer sized and located to serve general topographical areas and lateral sewers (normally twelve (12) inches in diameter or larger). Trunk sewers are located within public rights-of-way or located within private easements where the District has expressly accepted ownership of the Trunk Sewer.

User means any person or entity who receives or contributes flow to or from the publicly maintained system.

User's System means those parts of the facilities beyond the termination of the District's system that are utilized in conveying water to the point of use, including the eCustomer service line and fire service line, and/or the building sewer lateral from the point of use to the service connection point at the property line.

Utility means tracks, overhead or underground wires, pipelines, conduits, ducts, or structures owned, operated, or maintained in or across a ROW or easement.

Vault means an enclosure used to protect meters, valves, or similar devices.

Violation means a transgression of any federal, state, or District rule, regulation, permit, order, or other authority or any part thereof and includes both acts and omissions. Violations shall be classified as Class I, Class II, or Class III.

Waste means sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation or of human or animal nature, including such wastes placed within containers of whatever nature prior to and for the purpose of disposal.

Wastewater means the liquid and water-carried wastes of the community and all constituents thereof, whether treated or untreated, discharged into or permitted to enter a public sewer.

Water Billing Unit means 100 cubic feet (CCF) of water, which is equal to 748 gallons.

Water Meter means a device for recording the quantity of water to a water service.

Winter Average Period means the period beginning October 15 and ending March 15th or the water meter reading cycle dates of the User's potable water service most nearly corresponding to the October 15th through March 15th time period.

ABBREVIATIONS

The following abbreviations are presented for the convenience of the reader:

<u>ASPP</u>	Accidental Spill Prevention Plan
<u>ADU</u>	Accessory Dwelling Unit
<u>BMP</u>	Best Management Practice
<u>BOD</u>	Biochemical Oxygen Demand
<u>BP</u>	Base Penalty
<u>CCSD#1</u>	Clackamas County Service District #1
<u>CFR</u>	Code of Federal Regulations
<u>DSL</u>	Oregon Department of State Lands
<u>EDU</u>	Equivalent Dwelling Unit
<u>EPA</u>	U.S. Environmental Protection Agency
<u>FOG</u>	Fats, Oils, and Greases
<u>FSE</u>	Food Service Establishment
<u>GIS</u>	Geographic Information System
<u>GRD</u>	Grease Removal Device
<u>l</u>	liter
<u>LEL</u>	Lower Explosive Limit
<u>MAO</u>	Memorandum of Agreement and Order
<u>mg</u>	milligrams
<u>mg/l</u>	milligrams per liter
<u>NON</u>	Notice of Non-compliance
<u>NOV</u>	Notice of Violation
<u>NPDES</u>	National Pollutant Discharge Elimination System
<u>OLWSD</u>	Oak Lodge Water Services District
<u>OPSC</u>	Oregon Plumbing Specialty Code
<u>O&M</u>	Operation and Maintenance
<u>PFU</u>	Plumbing Fixture Unit
<u>POTW</u>	Publicly Owned Treatment Works
<u>SIC</u>	Standard Industrial Classifications
<u>SIU</u>	Significant Industrial User
<u>SSO</u>	Sanitary Sewer Service Overflow
<u>TSS</u>	Total Suspended Solids
<u>USACE</u>	United States Army Corps of Engineers
<u>USC</u>	United States Code

§ 1 OVERVIEW

- § 1.1 Purpose. These rules and regulations establish the conditions by which the District will conduct its business and operations and how eCustomers may receive service.
- § 1.2 District Ownership.
- § 1.2.1 The District owns the District's Systems unless otherwise agreed to in writing.
 - § 1.2.2 No person other than those authorized by the District shall construct, maintain, operate, repair, or alter the District's System. No person other than those authorized by the District shall make a service connection or disconnect an existing service connection.
 - § 1.2.3 At all times ~~Owners, Customers, and Users~~ shall provide the District with safe, reasonable, and efficient access to the District's System.
 - § 1.2.4 None of the properties of the District may be disposed of without approval of the Board.
- § 1.3 Statutory Authority. The District has the authority under ORS Chapters 264 and 450 to make and enforce necessary regulations within District's boundaries. The District exercises this authority through its governing body, the Board of Directors of the District. The Board will act at its discretion and in a manner consistent with the intent and purposes of ORS Chapters 264 and 450 and any other applicable law.
- § 1.4 Delegation and Administration. The Board delegates to the General Manager all duties necessary for the day-to-day operation of the District. The General Manager shall be the administrator of these Rules and Regulations.
- § 1.5 Jurisdiction. The District maintains jurisdiction of all activities associated with the System, surface water quality, and watershed protection. The System is operated only by authorized employees and agents of the District.
- § 1.6 Facilities Owned by Others. Clackamas County Department of Transportation and Development (CCDTD), Oregon Department of Transportation (ODOT), and other public and private entities own surface water conveyance facilities within the District's jurisdictional boundary. Unless otherwise agreed by the District, the District does not control or maintain these facilities associated with private roads, county roads, and state highways.
- § 1.7 Use of Water. The District will, as far as reasonable and practicable, and within its financial means, provide adequate sources of water supply, including necessary and primary feeder mains, storage facilities, and other improvements, to make water service generally available to all areas within the District. The Board may prescribe limitations on the use of water as to hours, purpose, or manner from time to time. The resale of

water purchased from the District by a eCustomer will be permitted only by special written contract with the District specifying the appropriate conditions therefore. The District will not be obligated to furnish or install system facilities for all properties and premises within the District.

§ 2 CONTRACT FOR SERVICE

- § 2.1 Contract for Service. By applying for or receiving any service from the District, an Owner or User is entering a contract for such services and agrees to comply with these Rules and Regulations.
- § 2.2 Connection to The Water and Sanitary Sewer System. Any connection to the water, sanitary sewer, or storm sewer system must be requested by the Owner, at Owner's expense, to connect directly with the proper public utility in accordance with the provisions of these Rules and Regulations. Such request shall be made through a complete application to connect to the water, sanitary, or storm sewer system. A completed application results in a permit upon payment of all fees and submittal of all required documents. No person may materially increase the flow, the strength, or the character of the sewage or stormwater, or add any fixtures not covered by the original application, without first obtaining a permit from OLWSD and paying all required fees and charges as may be fixed by the Board.
- § 2.3 Individual Contracts. Whenever the applicant or User's requirements for service are unusual, large, or subject to great fluctuation or variation, the District may require a special contract, and may require reasonable security satisfactory to the District, sufficient to protect the District against loss and to guarantee performance under the terms thereof. Water for swimming pools, tanks, reservoirs, and like facilities will be considered under this section and will be dependent upon sufficient water supply and service for normal residential use. All special contracts will be in writing, signed by the Owner or User and the District.
- § 2.4 Changes to Rules and Regulations. All District rules, regulations, rates, and charges are subject to change or modification by the Board and will be adopted by ordinance.
- § 2.5 Responsibility of the District.
- § 2.5.1 The District will maintain and repair, to the extent practical and reasonable, all parts of the Systems.
 - § 2.5.2 The District will not be liable for any damages or injuries caused by termination or interruption of service, reduction of water supply, variations in water pressure, or quality of water. Owners and Users are encouraged to prevent damage to their personal water system in the event of service interruptions or pressure changes within the System, including by equipping personal water systems with backflow prevention devices or assemblies and pressure regulators.

§ 2.5.3 Leakage within premises and related damages.

§ 2.5.4 The District will not be liable for any damage or injury caused by leaking or the running of water or sewage on the premises from pipelines, plumbing fixtures, open faucets, valves, fixtures, or hoses located beyond the ~~R~~right-of-~~w~~Way or service meters (typically found at the edge of the ~~R~~right-of-~~w~~way).

§ 2.5.4.1 An exception to this rule may exist if it can be proven that the District caused sewage to be pushed into the private sewer lateral as a result of regular maintenance.

§ 2.5.5 The District will not be liable for any damage or injury caused by the malfunction, improper maintenance, or improper installation of a User's system.

§ 2.5.5.1 Water service to any premises known or found to have such defects and hazards will be disconnected and not restored until such defects and hazards have been eliminated.

§ 2.5.6 No person other than an employee of the District may operate any District-owned equipment or infrastructure.

§ 2.6 Responsibility of Owner or User.

§ 2.6.1 The Owner or User is responsible for compliance with all local, state, and federal laws and requirements related to maintenance of their property and plumbing system.

§ 2.6.2 Owners and Users must comply with all applicable local regulations, state plumbing code, and Oregon Health Authority regulations regarding the installation, testing, and inspection of backflow devices, backflow assemblies, and pressure regulators on their personal water systems.

§ 2.6.3 The Owner or User is responsible for all damage or injury resulting from the failure to properly construct, maintain, repair, or correct conditions in the Owner's or User's system.

§ 2.6.4 The Owner shall be liable for any damage to the System that is caused by an act of the User, their tenants, agents, employees, contractors, licensees, or permittees. The Owner may be fined and/or have service terminated in response to such damage.

§ 2.7 District Operation of System. Only the District may operate, modify, or alter the District's Systems. Violators shall be responsible for any damage or adverse effects.

§ 2.8 Inspection. The District, through its authorized employees, shall have the right, at reasonable times and upon presentation of proper credentials, to enter any ~~building~~,

~~structure, or~~ premises to ensure compliance with these Rules and Regulations, investigate complaints, or perform any other duty required by law.

- § 2.9 Water Supply. The Board has the right in cases of inadequate water supply to determine how water from the system may be used and may establish regulations limiting water use. The Board may give preference to those uses determined to be in the best interests of the public health, well-being, or necessity, or provided by law, and will give highest priority to household use, not including irrigation of lawns or fields.

§ 3 RATES, FEES AND OTHER CHARGES

- § 3.1 Establishment of Rates and Fees. The District shall establish Rates, Fees, and other Charges (Fee Schedule) for use of water, sanitary sewer services, watershed protection, permitting, property, and other services of the District by Resolution. A copy of the Fee Schedule shall be found on the District's Website and on file in the District office for examination by the public during business hours. The Fee Schedule of the District presently in effect, as of the date of the adoption of these revised Rules and Regulations, will remain in full force and effect until revised by the District.

- § 3.2 Water Rates, Fees and Other Charges.

§ 3.2.1 Fee Schedule.

§ 3.2.1.1 The District's Fee Schedule for water furnished and services rendered will apply within and without the District. The Fee Schedule will be reviewed and amended from time to time as required. Rates charged may be fixed and classified according to the type of use and according to the amount of water used.

§ 3.2.1.2 The Fee Schedule will include charges for the installation of service pipe and meters from the water Main to the property line and various other materials furnished by the District for such projects.

§ 3.2.1.3 In the event a particular service is not specified in the Fee Schedule, a rate may be established upon request by the District Board.

§ 3.2.2 System Development Charge (SDC) For Water Connection.

§ 3.2.2.1 The District will impose an SDC for water system connections associated with new or increased development. The SDC shall apply to each application for a new meter and shall be due and payable at the time of application. The SDC imposed is separate from and in addition to any applicable tax, assessment, charge, or fee otherwise provided by law or imposed as a condition of

development, including other SDCs charged by the District.

§ 3.2.2.2 The SDC is a charge for service to be rendered or a service hookup charge and shall be established by the Board through a duly adopted resolution. The General Manager shall not allow connection for increased usage of the system until the SDC has been paid in full. Installment payments of SDC fees may be arranged pursuant to Section 3.9 of these Rules and Regulations.

§ 3.2.2.3 The existing system development charge reimbursement fees in effect upon adoption of these revised Rules and Regulations will remain in effect but may be modified by District resolution following public hearing.

§ 3.3 Sanitary Sewer Rates, Fees, And Other Charges.

§ 3.3.1 Charges for the discharge or availability for discharge of sewage into the sanitary sewer system shall be established annually and shall include: (i) a base rate fixed charge for each calendar month, for each unit; and (ii) a consumption-based variable charge for each one hundred (100) cubic feet of water consumption as measured during the previous winter average period. The measured water consumption for the previous winter average period shall form the basis for calculating the monthly sanitary sewer bill for each account for the succeeding twelve (12) month period beginning on July 1. Said calculation shall be performed annually to determine sanitary sewer service charge rates for each account.

§ 3.3.2 System Development Charge (SDC) For Sewer Connection.

§ 3.3.2.1 The District will impose an SDC for sanitary sewer system connections associated with new or increased development. There will be one SDC for each EDU as defined in Section 3.6 and Table 3.6. These charges shall be due and payable at the time of permit issuance for the increased improvements or new development, at the time of connection, at the time of any change of service that requires an SDC, or as otherwise required by law. The SDC imposed is separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or fee otherwise provided by law or imposed as a condition of development.

§ 3.3.2.2 The SDC is a charge for service to be rendered or a service hookup charge and shall be established by the Board of Directors through a duly adopted resolution. The General Manager shall not issue a permit or allow connection for

increased usage of the system until the SDC has been paid in full, unless otherwise allowed by law pursuant to Section 3.3.2.1. Installment payments of SDC fees may be arranged pursuant to Section 3.9 of these Rules and Regulations.

§ 3.4 Sanitary Sewer Change of Class of Service. When a parcel ~~of property~~ that is connected to the District's sanitary sewer system undergoes development or redevelopment that changes the number of equivalent dwelling units (EDUs), the following shall occur:

§ 3.4.1 If the change results in a greater number of EDUs, an additional system development charge shall be levied at the time of such change. The additional charge shall be equal to the net increase of EDUs times the current system development charge by EDU.

§ 3.4.2 If the change results in fewer EDUs pursuant to Table 3.6, there shall be no additional charge and no rebate. Any previously issued EDUs not being used or billed by the new Class of Service shall be automatically released to the public sanitary sewer system capacity. The property or account will be billed at the reduced number of EDUs to determine the base rate service charges. The Customer has the option to retain any number of the unused EDUs. All unused EDUs are billed pursuant to these Rules and Regulations. Only EDUs purchased through respective System Development Charges may be retained.

§ 3.5 Unoccupied Structures or Units. The District may charge for services for unoccupied structures or units according to these Rules and Regulations. Connection to the sanitary sewer system is a continuing request for service by the ~~Customer-Owner~~ or User, therefore charges will cease only when water service is discontinued or the property's sanitary sewer is physically disconnected from the System in accordance with these Rules and Regulations. Watershed protection management fees may continue to be billed regardless of the status of water service or condition of the sanitary sewer connection.

§ 3.6 Equivalent Dwelling Unit (EDU) Count Methodology. The District determines EDU counts using one of the two methods described below:

§ 3.6.1 Dwelling Unit Method: This method determines the EDU count based on the number of dwelling units proposed in the development.

§ 3.6.2 Plumbing Fixture Unit Method: This method determines the EDU count by dividing the number of plumbing fixture units (PFU) by the occupancy equivalency factor proposed in the development. EDUs will always be rounded up to the nearest whole number.

§ 3.6.2.1 Fixture Types. PFUs for given plumbing fixture types will be as shown in the Oregon Plumbing Specialty Code at the

time of the permit application. PFU's are categorized generally in the Oregon Plumbing Specialty Code and are consolidated into the Table below:

Fixture Type	Equivalency Factor
Bathroom or combination bath/shower	24.0
Clothes Washer	34.0
Dental unit or cuspidor	1.0
Dishwasher	2.0 1.5
Drinking Fountain or water cooler (per head)	0.5
Floor Drain (Emergency)	0.0
Shower, <u>Per Head</u> single head trap	2.0
Multi-head, each additional head	1.0
Lavatory, single	1.0
Lavatory, in sets of 2 or 3	2.0
Sink, bar	1.0
Sink, clinical <u>Flushometer</u>	8.0
Sink, commercial, with food waste	3.0
Sink, general, specific purpose	2.0
Kitchen Sink, domestic	2.0 1.5
Laundry Sink	2.0 1.5
Service or Mop Basin	23.0
Wash each set of faucets	2.0
Urinal	2.0
Water closet low flow (<1.6 GPF), private	3.0 2.5
Water closet standard (>1.6 GPF), private	34.0
Other (use PFU values from Oregon Plumbing Specialty Code)	1.0-4.0

§ 3.6.2.2 Fixture Equivalencies for Use Classes. Conversion ratios are set by the District and reflect a City of Portland assessment of sanitary water usage per PFU, by business type.

Occupancy	Number of PFU's per EDU
Fire Station	16.0
Automotive Retailers	16.0
Repair Services	16.0
Education/Cultural	16.0
Churches/Clubs/Organizations	16.0
Rental/Storage Services	16.0
Construction Trade Services	16.0
Retail Sales & Businesses without food service	12.0
Public Use Facilities	12.0
Food Service	12.0
Beauty and Barber Salons	12.0
Clothing and Dry Good Stores	12.0

Warehouses Used for Storage	12.0
Commercial Kitchen, Catering, Cafeteria	7.0
Food Service, Fast Food	7.0

§ 3.6.2.3 Mixed Use. For mixed residential/nonresidential uses, the EDUs will be determined by applying 1 EDU per dwelling unit for the residential portion and according to fixture counts for the nonresidential portion.

§ 3.6.3 The District may, at its discretion, make the determination as to which method shall be used to determine the EDU Count for non-residential uses.

§ 3.6.4 Table 3.6 further describes the methodology for EDU Counts for the purposes of determining SDC's and monthly service charges.

TABLE 3.6 (Service Type Charge Equivalency)

Use I.D.	Type of Service	System Development Charge Equivalency	Monthly Sewer Service Charge Equivalency
1	Single Family Dwelling	1	1
2	Recreation Vehicle Hookup	1	1
3	Accessory Dwelling Unit	1	1
4	Multi Family Dwelling	1 per dwelling unit	1 per dwelling unit
5	Mobile Home Parks	1 per mobile home space	1 per mobile home space
6	Group Homes, Adult Care & Residential Care Facilities	1 per every 3-person capacity*	1 per every 3-person capacity*
7	Day Care Facilities	1 per 10-person capacity*	1 per every 10-person capacity*
8	Motels	1 per motel unit	1 per motel unit
9	Elementary Schools	1 per 32.5 students*	1 per 32.5 students*
10	High Schools/ Junior High Schools	1 per 12.5 students*	1 per 12.5 students*
11	Hospitals	1 per 2.5 beds*	1 per 2.5 beds*
12	Churches	1 unit	1 unit
13	Offices	1 per 1500 square feet*	1 per 1500 square feet*
14	Gas Station	2	2
15	Auto or Equipment Repair	1	1
16	Restaurants, Taverns and Bars	1 per 10 seating spaces*	1 per 10 seating spaces*
17	Temporary Dwellings**	1	1
18	Laundry Facilities	1 per washing machine	1 per washing machine
19	Beauty Shops, Hair Salons 1 unit per 4 shampoo bowls	1 per 4 shampoo bowls*	1 per 4 shampoo bowls*
20	Commercial, Industrial, and all other buildings and establishments	See Section 3.6	

*	Fractions will be rounded up to the nearest whole number of SDCs and monthly billing units. Example: 5 shampoo bowls equals 2 SDC payments and 2 units of billing each month.
**	Temporary dwellings shall pay the regular connection charge at the time of connection to the system. If the temporary structure is disconnected prior to the expiration of the permit's three (3)-year term, a prorated refund based on the number of months remaining in the three-year term, less inspection fees, will be granted upon request. Such request must be made within ninety (90) days of disconnection.

§ 3.7 Watershed Protection Rates, Fees and Other Charges. A monthly watershed protection and management charge shall be paid by the Customer ~~or User~~, calculated as follows:

§ 3.7.1 Monthly charges are based on the size and location of a Customer's ~~or User's~~ site, as follows:

§ 3.7.1.1 An Equivalent Service Unit (ESU) is used as the base unit of measure in the District's rate structure. An ESU is currently 2,500 square feet, which represents the average amount of impervious surface on a single-family residence site within the District Boundary. The number of ESUs for a site are calculated by dividing the total impervious area on the site by 2,500 square feet. Single-family residential Customers ~~or Users~~ are presumed to have one ESU.

§ 3.7.1.2 Each site's ESUs are multiplied by the watershed protection management service area charge listed in the Fee Schedule to determine the monthly fee for watershed protection.

§ 3.7.1.3 The service area charges are set annually in the Fee Schedule based on revenue requirements needed to meet planned workloads.

§ 3.7.2 Watershed Protection Facility Maintenance Surcharge. The District may add a surcharge to the monthly watershed protection charge for Customers ~~or Users~~ who operate and maintain private detention of water quality facilities. The cost of such surcharge will be determined by the District's actual cost to provide services related to these facilities and by an equitable distribution of the cost to affected property owners. The surcharge will be established by an agreement between the District and the affected property owners, which will be a recorded deed restriction on the property.

§ 3.7.3 Watershed Protection System Development Charge. The District may, at a future date and pursuant to ORS 223.297 et seq., adopt system development charges for watershed protection to fund capital improvements such as additional system capacity and/or the installation, construction, and extension of the stormwater system. These charges shall be due and payable at the time a Customer ~~or User~~ is permitted to increase usage of the stormwater system. The SDCs are separate from and in addition to any applicable tax, assessment, charge, or fee otherwise provided by law or imposed as a condition of development, including other SDCs charged by the District.

§ 3.8 Commencement of Monthly Service Charges.

§ 3.8.1 For new connections, monthly service charges shall commence on the date that water service is first provided.

§ 3.8.2 For existing connections changing water service class as described in Table 3.6, monthly service charges shall commence upon the date the District authorizes the change in service class. Charges occur regardless of occupancy, completion, or other status of the property, unless

disconnected. Charges may be pro-rated as follows:

§ 3.8.2.1 For single unit accounts the service charges may be pro-rated to the nearest one-half month in which the connection is approved.

§ 3.8.2.2 For multiple unit accounts the service charges may be pro-rated to the nearest week in which the connection is approved.

§ 3.9 Installment Payment for SDCs.

§ 3.9.1 The District may approve payment of SDCs in twenty (20) semi-annual installments secured by a lien on the property upon which the new or increased development is to occur, or to which connection is to occur, including interest on the unpaid balance.

§ 3.9.2 The District shall provide application forms for installment payments, which shall include a waiver of all rights to contest the validity of the lien, except for the correction of computational errors.

§ 3.9.3 The District reserves the right to reject any application for installment payments.

§ 3.9.4 Requirements and procedures for installment payments of the SDC shall be in accordance with the following:

§ 3.9.4.1 A person requesting installment payments shall demonstrate the person's authority to allow imposition of a lien on the property and that the person's interest in the property is adequate to secure payment of the lien.

§ 3.9.4.2 Any eligible person requesting the installment plan shall at the time of the application for connection submit to the District an ~~installment~~ application for installment payments on a form provided by the District.

§ 3.9.4.3 The applicant, at the time of application and at applicant's expense, shall order and provide to the District a preliminary title report for the property that would be subject to the lien from a title insurance company doing business in Clackamas County, Oregon, ~~and provide it to the District.~~

§ 3.9.4.4 The applicant, at applicant's expense, shall furnish the District with a current statement of any amount due to each lien holder disclosed by the preliminary title report, the tax assessor's statement of true cash value, and, for property proposed for improvement, ~~an MAI appraisal (Member Appraisal Institute), certified by the appraiser, as~~

~~to information on which to base~~ the estimated fair market value upon completion of the proposed improvement. The applicant shall answer such questions as the District deems ~~proper necessary regarding to determine~~ the applicant's ability to make the installment payments, ~~together with as well as payments to~~ any other lien holder. The applicant ~~also~~ authorizes the District to contact other lien holders regarding applicant's payment history.

§ 3.9.4.5 The District will examine the title report for the property and other information to determine whether: (1) The total unpaid amount of all liens disclosed, together with the amount of the system development charge sought to be paid by installments, does not exceed (a) the appraised value of the property as determined by the current appraisal of the County Assessor or (b) if the District elects, based upon the appraisal or other evidence of value acceptable to the District, the amount does not exceed the estimated fair market value of the property; and (2) the District, in its discretion, upon review of the applicant's ability to make payments ~~to the District as required under the proposed mortgage or trust deed and other debt obligations and the status of applicant's title to the property~~, consents to execution of ~~an agreement with the applicant to make the required payments the mortgage or trust deed~~.

§ 3.9.4.6 After the District is satisfied with the title report for the property, the applicant shall execute an installment promissory note, payable to the District in the form prescribed by the District for payment in installments not to exceed twenty (20) equal semi-annual installments due January 1 and July 1 of each year, together with interest on the deferred principal balance at the rate of interest established in the District's Fee Schedule. The promissory note shall be secured by a ~~mortgage or trust deed to the lien on the~~ property. The cost of recording, preparation of security documents, title company report, and filing fees shall be borne by the applicant in addition to the connection charge. The applicant, by electing to pay in installments, agrees that as an additional remedy to recovery upon the promissory note and foreclosure of the ~~mortgage or trust deed or remedy in lieu thereof lien~~, the District may after ten (10) days' notice of delinquent installments cause termination of service to the defaulting property.

§ 3.9.5 If the District determines that the amount of SDC, together with all unpaid liens, exceeds the appraised value of the property or that the applicant cannot execute a ~~mortgage or trust deed that will be~~promissory note enforceable by a valid lien, or if the District ~~believes-determines~~ that it will not have adequate security, or that the applicant cannot make the required payments, ~~it-the District~~ shall so advise the applicant and installment payments shall not be accepted.

§ 3.9.6 The District shall docket the lien in the lien docket. From that time, the District shall have a lien upon the described ~~parcel~~property for the amount of the SDC, together with interest on the unpaid balance at the rate established by the District. The lien shall be enforceable in the manner provided in ORS Chapter 223 and shall be superior to all other liens pursuant to ORS 223.230.

§ 4 BILLING, PAYMENT & TERMINATION

§ 4.1 Due Date; Delinquent Accounts. All charges for water and sewer services and watershed protection will be due and payable on the date of billing or as specified herein and become delinquent if unpaid as of the 15th of the billing month. Water and sewer services may be discontinued when a billing delinquency exists according to Oregon law and these Rules and Regulations. All delinquent payments will be charged a monthly fee, established in the Rate Schedule, from the date of delinquency until paid.

§ 4.2 Payments. All payments shall be made to the Oak Lodge Water Services District by automatic electronic payment, check, or credit/debit card delivered by mail, in person at the office of the District, or at other places the Board may designate.

§ 4.3 Account Setup. All accounts and/or requests for services are established and maintained in the name of the ~~property~~eOwner. The District shall be entitled to collect information from the Owner sufficient to identify the individual or individuals who will be named on an account, including, but not limited to, driver license information, social security number, date of birth, and contact information. District shall keep such information solely for District purposes, including collections of delinquent accounts, and shall not disclose such information to the extent it is protected from disclosure by law.

§ 4.4 Property Owner Responsible. Connection to the water system and/or sanitary sewer system is a continuing request for service by the ~~Owner~~User, ~~but-and~~ the ~~property's~~ Owner is responsible for payment of all charges. The District will not recognize any attempt to transfer responsibility.

§ 4.5 Billing Address. Billing statements are mailed to the ~~property~~eOwner, with a courtesy copy mailed to the service location if the Owner does not reside at the service address. If the ~~property~~eOwner does not provide the District with an address for mailing of bills, the District may use the mailing address for tax statements shown on the records of the County Assessor and/or County Tax Collector.

§ 4.6 Notices for Non-Owner-Occupied Properties. The District will make all reasonable efforts to provide the property owner and User (landlord and tenant) with copies of all invoices, notices, and other information relating to fees and charges. This policy is intended to comply with ORS 91.255 and to provide notices to enable the landlord and tenant a reasonable opportunity within the time set by the District to avoid delinquent charges and discontinuance of service.

§ 4.7 Collection of Charges.

§ 4.7.1 All District invoices or bills for fees and charges shall be sent to the Owner at the address in the District's records.

§ 4.7.2 The District may enter into a payment plan in its sole discretion to avoid hardship to the User if there is a dispute between landlord and tenant regarding the District's fees and charges.

§ 4.7.3 The District may deny or terminate service to a delinquent Owner ~~or User~~ at a new service location within the District based upon the outstanding fees and charges at a previous service location.

§ 4.7.4 The General Manager may enter into agreements regarding payment of delinquent fees and charges as are reasonable and necessary to obtain payment to the District and avoid hardship and inequities.

§ 4.7.5 Failure to make payment when due shall give the District the right to undertake such collection action as it deems appropriate under the circumstances including, but not limited to, letters, telephone calls (reasonable as to time and place), and legal proceedings.

§ 4.8 Termination of Water Service by the District.

§ 4.8.1 Water service shall be subject to termination upon the occurrence of:

§ 4.8.1.1 Non-payment of charges established within the District's Fee Schedule;

§ 4.8.1.2 Non-compliance with these Rules and Regulations relating to matters other than non-payment of charges;

§ 4.8.1.3 Lack of use of water service for a period indicating intent to terminate water service; or

§ 4.8.1.4 Threat to health, safety, or welfare determined at the sole discretion of the District. Under these circumstances, termination may be immediate and without notice.

§ 4.8.2 Notice of the District's intent to terminate service shall be sufficient if given by any of the following:

§ 4.8.2.1 U.S. mail sent to the ~~property o~~Owner's address as shown

in District records and to the User at the service address, or

§ 4.8.2.2 By hand delivery of a notice to the ~~property o~~wner and to the User. When the notice is sent by mail, the notice shall be deemed complete upon deposit in the mail. The period for compliance shall be as set forth in the notice. When notice is hand delivered, the notice shall be deemed complete when delivered to the property owner's address and the period of compliance shall be as set forth in the notice.

§ 4.8.3 In all instances where a water service has been turned off because of a delinquent account or charges, the District will make a service charge for the restoration and discontinuance of water service according to the current District Fee Schedule.

§ 4.8.4 Water service that has been terminated or disconnected for lack of payment for bills due the District will not be restored until all past due bills and other charges are paid in full.

§ 4.8.5 The failure of the District to discontinue water service for any reason, including nonpayment of service charges due, will not relieve the property owner or the User from the obligation and duty to pay for all said service furnished, whether the property owner or User does, or does not, have knowledge of the delinquencies for water use or charges.

§ 4.9 Termination of Sewer Service Connection.

§ 4.9.1 Sewer service shall be subject to termination upon the occurrence of:

§ 4.9.1.1 Non-payment of charges established within the District's Fee Schedule;

§ 4.9.1.2 Non-compliance with these Rules and Regulations relating to matters other than non-payment of charges;

§ 4.9.1.3 Failure to cease discharging prohibited substances into the District sewerage system after notice from the District;

§ 4.9.1.4 Failure to install flow sampling or measuring devices after being notified by the District to do so; or

§ 4.9.1.5 Threat to health, safety, or welfare determined at the sole discretion of the District. Under these circumstances, termination may be immediate and without notice.

§ 4.9.2 The District will include the expense of such discontinuance as well as the expense of restoring service as part of the delinquent charges.

§ 4.9.3 Sanitary sewer service billing shall discontinue once the water meter is

locked out by District Staff.

§ 4.9.4 Upon ten (10) days written notice, the District may undertake whatever steps are necessary to mitigate or terminate User's impact upon the District's or other public systems. The charges therefore shall be owed by Owner to the District. The notice period for this may be shortened if there is an imminent threat to human health, the environment, or the System. Any costs incurred by the District to cease or mitigate the User's impact to the District's Systems shall be charged according to the District's Fee Schedule.

§ 4.10 Attorney Fees & Costs. In any action or suit to collect any delinquent User charges, the District shall be entitled to its reasonable attorney's fees, costs, and disbursements as may be awarded by the trial court, including any appeal.

§ 4.11 Temporary Discontinuance or Restrictions of Service.

§ 4.11.1 Temporary Discontinuance.

§ 4.11.1.1 A property owner or User may have the water and/or sewer service to the premises temporarily or indefinitely terminated by giving the District written notice as far in advance of the effective termination date as possible. Such property owner or User will, upon giving notice, pay all charges for services rendered to the date of such termination. Where water and/or sewer service has been discontinued at the request of a property owner or User, such service may be restored upon the request of that property owner or User.

§ 4.11.1.2 If, at the property owner or User's request, a service is shut off and turned on more than once in a thirty-day period, the District may charge for such services as established in the Fee Schedule.

§ 4.11.1.3 The District, in complying with a property owner's or User's request to discontinue service, will under no circumstances be responsible to the property owner or User, or any other party, for any damages resulting from such action, including civil damages.

§ 4.11.2 Restrictions on Service.

§ 4.11.2.1 If the District determines that conditions require the restriction or prohibition of use of water to protect the health, safety, or welfare of eCustomers/Users, the Board shall establish a schedule of use restrictions and prohibitions. The schedule shall indicate the uses prohibited or restricted

and the period or periods of prohibited and/or restricted use.

§ 4.11.2.2 Whenever the household supply of water within the District is being jeopardized by non-household use of water, the District may order the non-household use of water to be immediately discontinued. Non-household water includes irrigation of lawns, gardens, or fields.

§ 4.12 Low Income Rate Relief.

§ 4.12.1 Charges for water and sanitary sewer service and the watershed protection charge may be reduced for eCustomers who qualify under the District's low-income rate relief policy. The service charge reduction shall be equivalent to one-half of the established base rate of each charge.

§ 4.12.2 Applicants for the low-income rate relief program must meet eligibility requirements established by the Board, show proof of income, and submit written applications on forms approved by the District. Eligible eCustomers who are approved for the low-income rate relief program must continue to meet eligibility requirements and submit written renewal applications for continued enrollment in the program.

§ 4.12.3 Financing Low Income Rate Relief. Water, sanitary, and watershed protection service charges shall be established at a level sufficient to cover revenue losses resulting from the reduced rates authorized under the low-income rate relief program. The District shall budget resources sufficient to fund the revenue losses due to the program at a rate of 0.5 percent of budgeted District rate revenues. This budgeted amount shall serve as a cap to the program's cost which will require Board of Director approval to exceed.

§ 4.13 Leak Adjustments.

§ 4.13.1 The District may issue partial credits to Owners ~~or Users~~ for leaks that are repaired in a timely manner. To be eligible for a leak adjustment the Owner ~~or User~~ must repair the leak within thirty (30) days of notification. To obtain the adjustment the Owner ~~or User~~ must submit a completed "Leak Adjustment Request Application" along with receipts and/or invoices associated with the repair. Underground leaks from the back of the meter up to the foundation are eligible for adjustments. ~~Leak adjustments are not granted for~~ Leaking faucets, leaking toilets, sprinkler systems, or accidental over-watering are not eligible for adjustments.

§ 4.13.2 Application for a Leak Adjustment. When a eCustomer has a leak that qualifies for a leak adjustment, a credit is applied to the eCustomer's account for a portion of the excess water that was used. Oak Lodge Water

Services District cannot refund the full amount of the excess water used as the District must cover the costs for the water and the costs to deliver the water to the eCustomer.

§ 4.13.3 Calculating a Leak Adjustment. To determine the adjustment amount, an average of water usage must be calculated. The average is calculated using the last three (3) years water consumption for the same time period as the leak. This amount is considered the User's actual water use and the User is billed for this amount at the current retail rate. The remaining usage shall be calculated as follows:

§ 4.13.3.1 The billing shall reflect the North Clackamas County Water Commission wholesale water rate plus associated costs of delivering water to eCustomers.

§ 4.13.3.2 The Sanitary Sewer variable charges will be adjusted from the winter average calculation.

§ 4.14 Meter Reading and Billing. The District will read meters at regularly established intervals as determined by the District, and bills will be rendered based upon consumption to the nearest 100 cubic feet of water furnished. In the event the premises have multiple metered connections, ~~the~~ District will bill all meters serving ~~an Owner's~~the premises separately and will not combine readings unless such meters are installed in a battery at one location according to the requirements of the District. The District will provide separate one meters for each parcel/service unit or structure unless otherwise specifically approved in writing by the District.

§ 4.15 Meter Accuracy and Testing. The District's meters comply with the standards established by the American Water Works Association (AWWA) Section C700.

§ 4.15.1 An Owner may request the meter be tested by making a request for such testing to the District:

§ 4.15.1.1 If the test shows the water meter registers outside the AWWA standard, the meter shall be repaired or replaced at no cost to the User-Owner for a new meter, parts, or labor.

§ 4.15.1.2 An adjustment of the volume (water unit) charge may be made if the meter registers in excess of the AWWA standard. Charge adjustments shall be made retroactive for a period not to exceed one year.

§ 4.15.1.3 If the test shows that the water meter registers within the AWWA standard, the User-Owner shall pay for the test in accordance with District's Rates, Fees, and Charges. The cost for the test shall be billed by the District and the District may charge ~~a User~~the Owner for water delivered, not to exceed four (4) months (two billing cycles) prior to the

testing.

§ 4.15.1.4 The District may audit, test, or replace the meter at any time at the District's discretion.

§ 4.15.2 If a meter cannot be read or has failed the District may prepare and submit to the owner an estimated bill based upon previous historical use.

§ 4.15.3 ~~District Users, owners, or applicants~~Owners will be liable for any damages to a meter or other equipment or to any property owned by the District. Liability of the ~~User or applicant~~Owner, their tenant, licensee, agent, employee, contractor, or permittee for damages includes, but is not limited to, breaking of seals and locks, tampering with meters, damage to meters caused by hot water or steam and damage to meter boxes, curb stops, meter stops, or other appliances or attachments. Any damage or charges incurred by the District will be collected by the District in any appropriate manner provided by law.

§ 5 PERMITS AND CONNECTIONS

§ 5.1 Permit Required. A permit or other District approval, and associated fees, is required prior to any work proposed for construction or modification of a service connection, line extension, or any other improvement. Failure to acquire permit(s) is a violation of these Rules and Regulations.

§ 5.2 Design and Construction Standards. All permitted work approved by the District shall be governed by the District's Design and Construction Standards. ~~Watershed Protection permits shall use the City of Portland's Stormwater Manual for requirements, drawings, and specifications.~~

§ 5.3 Outside User Service. Service to persons and property outside the boundaries of the District will be at the discretion of the Board. The District may only provide water to outside Users if it has sufficient surplus water beyond its requirements within the District boundaries and such service, if provided, may be discontinued any time if the interests and needs of the District so require. Any such service installation shall be required to meet and abide by all Rules and Regulations of the District.

§ 5.4 Utility Main Extension & Pro Rata Cost Refund. When the District requires a person to pay for extension of a Main to provide service to the person's property, and the Main extension makes service available for other property, the person paying for the Main extension is entitled to a pro rata refund of the cost of such Main extension for a period of ten years. The pro rata refund will apply after the date of the installation of, payment for, and connection to the Main extension. The amount to be refunded will be determined by the District, which determination will be final. The pro rata refund will be based upon total front footage of all property abutting on the street, road, ~~or right-of-way,~~ or public easement within which the Main extension was made and that is benefited by the Main

extension.

- § 5.5 Where the construction of a Main is required to be located on private property, or where an existing Main on private property is required to be altered, the District may condition approval of the construction or alteration of the Main or approval of the resulting service connection on the receipt by the District from the property owner of a recordable easement interest establishing the approved location of the Main, together with reasonable limits the District establishes to protect the Main once constructed.

§ 6 WATER SERVICE CONNECTIONS

- § 6.1 Individual Service Required. Each ~~dwelling, building, or premises~~parcel must have its own water service connection and meter unless otherwise determined in writing by the District Engineer. No person will furnish water to any ~~other building, property, or premises~~premises without first obtaining written approval of the District. These connections will be governed by the specific terms and conditions of the District's authorization.

- § 6.2 Spider Connections Prohibited. The District does not permit "spider connections" that would provide service from ~~one road or street to premises abutting, or dwellings fronting, another road or street~~parcel to another. The District requires each property parcel to have a separate service connection, ~~and no occupant of such dwelling will furnish water to any other dwelling or premise.~~

- § 6.3 Meters.

§ 6.3.1 Meters will be set at property lines, and the service pipe from the Main to the meter, as well as the meter and the meter box, will be the property of the District and not the Owner of the premises, regardless of whether the Owner pays for the installation.

§ 6.3.2 When meters are required to be installed under circumstances that, in the District's opinion, may cause unusual installation or maintenance problems, the District will have the right to require concrete meter vaults or other devices to be installed. The cost of such vaults or other protective devices will be borne by the Owner requesting the service installation

- § 6.4 Pressure Regulation.

§ 6.4.1 As far as is reasonably possible, feasible, and economical, the District will furnish water at desirable pressures. In locations in which service pressures are higher than needed or desired by Users, a pressure regulator may be installed behind the meter box location at the owner's expense. Such installation will be made according to any applicable legal requirements and will be consistent with District regulations and policy.

§ 6.4.2 Under no circumstances will the District be responsible or liable for any

equipment malfunction or other damage caused by the installation of, failure to install, or maintenance of such a device. All such installation and maintenance shall be by the Owner at the Owner's sole expense.

§ 6.4.3 The District will not be responsible for damages or difficulties experienced because of variations in pressure within the system or service interruptions.

§ 6.5 Connection to Another Water Supply. No private water supply shall be connected to the eCustomer's service line without written consent and approval of the General Manager.

§ 6.6 Large Service Connections. The Board may require persons requesting large service connections for fire protection or other reasons to pay for an equitable portion of the cost of Main(s) needed to supply the required flow. Each such case will be considered separately on its own merits and the circumstances. The Board may also enter into special service contracts, in which higher minimum charges are established sufficient to cover the cost of the service rendered.

§ 6.7 Service Interruption.

§ 6.7.1 From time to time, the District must interrupt water service for maintenance, replacement, or repairs of the District's system. The District will not be responsible for damages caused by such interruptions of water service or fluctuation of pressure.

§ 6.7.2 The District will, whenever feasible to do so, give eCustomers advance notice whenever it is known that service is to be interrupted. However, failure to give such notice will in no manner cause the District to become liable for loss or damage including, but not limited to, bursting of boilers, the breakage of any pipes or fixtures, stoppage or interruptions of water supply, or other damage resulting from the shutting off of water.

§ 6.8 Backflow and Cross Connection.

§ 6.8.1 Water service connections shall protect against backflow into the District's System as required by state law and these Rules and Regulations. Service of water may be terminated if 1) backflow prevention assemblies or backflow prevention devices required by the District are not installed, tested, inspected, and maintained as provided by these Rules and Regulations, 2) it is found that a backflow prevention assembly or backflow prevention device has been removed or bypassed, or 3) an unprotected cross-connection exists. Service will not be restored until such conditions or defects are corrected.

§ 6.8.2 The User shall provide the District access for inspection at all reasonable times to the User's system to determine if an unprotected cross-connection or violation of the District's requirements exists and that compliance

requirements are met.

§ 6.8.3 Properties required to install an approved backflow prevention device or backflow prevention assembly include those where there is:

- § 6.8.3.1 A commercial account or any service meter 1 ½ inch and larger;
- § 6.8.3.2 A situation included or defined in Appendix A to these rules, which shall be Table 42 of OAR 333-061-0070, as amended or revised. In the event DEQ revises that rule, Appendix A shall be replaced with the then-current version of the rule;
- § 6.8.3.3 Intricate or inaccessible piping, which makes it impractical to ascertain whether or not a cross-connection exists;
- § 6.8.3.4 An elevation difference between the service connection at the public water Main and the highest water outlet on the property that exceeds 30ft;
- § 6.8.3.5 An irrigation system on the property;
- § 6.8.3.6 A temporary water supply provided for construction use;
- § 6.8.3.7 A fire line, fire sprinkler system, or private fire hydrant on the premises;
- § 6.8.3.8 The presence of materials or chemicals on site which present a potential hazard or risk of contamination to the water supply;
- § 6.8.3.9 A boiler on the property; or
- § 6.8.3.10 An auxiliary water supply on the property, such as a well, cistern, or body of water.

§ 6.9 Backflow Testing.

§ 6.9.1 The User or Owner of the premises where one or more backflow prevention assemblies or devices are installed shall cause a test or inspection of each assembly or device to be performed by an Oregon State Health Division certified tester:

- § 6.9.1.1 At the time of installation or prior to water service being turned on;
- § 6.9.1.2 If the device is moved or repaired, immediately thereafter;
- § 6.9.1.3 Annually;
- § 6.9.1.4 More frequently than annually for approved backflow prevention assemblies or devices that repeatedly fail or are protecting health hazard cross connections, as determined by the water supplier;
- § 6.9.1.5 After a backflow incident; or

- § 6.9.1.6 After an approved air gap is replumbed.
- § 6.9.2 Unless otherwise provided, the owner of a mobile apparatus on which a backflow prevention assembly or air gap separation is required shall cause a test of the assembly or an inspection of the air gap separation to be performed within the year before use within the District and annually thereafter.
- § 6.9.3 The District may require more frequent testing of a backflow prevention assembly if the assembly is installed at a facility that poses an extreme health risk or if the assembly has failed a test.
- § 6.9.4 All completed backflow test reports must be forwarded to the District within ten (10) days from the date of the test. The User or Owner and the District shall take the following actions depending on the results of the test and inspection reports:
- § 6.9.4.1 If the results indicate that the backflow prevention assembly or device is working properly, the results shall be entered in the District's records as such.
- § 6.9.4.2 If the results indicate that the backflow prevention assembly or device is not working properly, the User or Owner shall cause the assembly or device to be repaired and retested immediately and shall forward the subsequent results to the District within ten (10) days from the date the User or Owner received the initial results.
- § 6.9.4.3 If a backflow prevention assembly or device fails a test and repair is not immediately possible, the User or Owner must notify the District immediately of the failure, the location of the failed assembly or device, and estimated time for completing repairs to the assembly or device.
- § 6.9.4.4 If the District has not timely received the results of a test or inspection that is required to be performed, it may order the required test or inspection ("Force test/inspection") and invoice the cost of the Force test/inspection to the User or Owner. If the results indicate that the assembly or device needs repair, the District may either complete those repairs at the time of the Force test/inspection and add those fees to the Customer's invoice, or the District may turn the water off to the premises and the User or Owner will be responsible for repair costs as well as any fees associated with resumption of service to the premises.
- § 6.9.4.5 If the User or Owner of a failed backflow prevention assembly or device fails to make repairs that result in

acceptable test results within ten (10) days of receiving results from a test or inspection showing the assembly or device is not operating properly, the District may order the repair and retest and invoice the cost of the repair and retest to the User or Owner, or the District may turn the water off to the premises and the User or Owner will be responsible for repair and retesting as well as any fees associated with resumption of service to the premises.

§ 6.9.5 The District may discontinue the water service of any person Owner or User who refuses or fails to pay for charges invoiced related to backflow testing or inspection, or for failure to perform or report the required test or inspection results.

§ 6.9.6 All water meters used for irrigation purposes will be locked upon installation and the locks will not be removed until the approved backflow prevention assembly or device has been installed properly and a passing test or inspection report is received by the District's assigned Cross Connection Specialist.

§ 6.9.7 If the District does the first annual test of the backflow device on an irrigation connection, the cost shall be borne by the User and shall include the cost of connection and record keeping.

§ 6.10 Installation and Use of Fire Hydrants.

§ 6.10.1 Fire hydrants must be installed by a licensed contractor. The District will establish the size, location, type, and method of installation. After installation, the hydrant will become the property of the District. Any application for change in the type, size, or location of an existing fire hydrant will likewise be made to the District, and, if such change is approved, the applicant will pay for all costs associated with such change.

§ 6.10.2 Use of fire hydrants is by permit only. Applications for permits are available at the District office. Proof of insurance and cross-connection protection is required for the permits. If granted, the permit must be available for inspection at all times while a hydrant is being utilized. Non-compliance of this rule is a violation subject to fines.

§ 6.11 Automatic Standby Fire Service. The District may provide water for automatic standby fire service connections, upon written application thereof, and upon payment in advance, of the estimated cost of such installation. Before the District will approve such application, the applicant must make adequate provisions to prevent the use of water from such service for any purpose, other than extinguishing fire upon the premises, wherein such standby fire service connection is located. Under no circumstances will such a connection allow a cross-connection with any other District service facility.

Charges for standby fire protection service connection will be as stated in the District's Fee Schedule.

§ 7 SANITARY SEWER: DISCHARGE PROHIBITIONS

- § 7.1 General Prohibitions. No person shall discharge or cause or permit to be discharged, directly or indirectly, into any public sewer or tributary sewer thereto, any pollutant or wastewater which will cause pass through, interference, or disruption. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, local, or state pretreatment standards or requirements.
- § 7.2 Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- § 7.2.1 Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flash point of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR '261.21;
 - § 7.2.2 Wastewater having a pH lower than 5.5 Standard Unit ("S.U.") or higher than 11.5 S.U. or having any corrosive property capable of causing damage or hazard to structures, equipment, or persons. Facilities with continuous monitoring of pH shall not exceed the pH range of 5.5 S.U. to 11.5 S.U. more than a total of 15 minutes on any single day (cumulative duration of all excursions); provided that, at no time shall any discharge of a pH be lower than 5.0 S.U. or at/or above 12.5 S.U.;
 - § 7.2.3 Any solid or viscous substances in quantities or size capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewage treatment plant;
 - § 7.2.4 Pollutants, including oxygen-demanding pollutants (BOD, COD etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause pass through, interference, or disruptions with the POTW;
 - § 7.2.5 Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the collection system to exceed 104°F (40°C) unless the District approves alternate temperature limits;
 - § 7.2.6 Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
 - § 7.2.7 Pollutants which result in the presence of toxic gases, vapors, or fumes

within the POTW in a quantity that may cause acute worker health and safety problems;

- § 7.2.8 Trucked or hauled pollutants, except at discharge points designated by the District;
- § 7.2.9 Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or health or to prevent entry into the sewers for maintenance or repair;
- § 7.2.10 Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently impart color to the treatment plant's effluent, thereby violating the District's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life;
- § 7.2.11 Wastewater containing any radioactive wastes or isotopes except as specifically approved by the General Manager in compliance with applicable State or Federal regulations;
- § 7.2.12 Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically approved by the District;
- § 7.2.13 Any sludge, screening, or other residue from the pretreatment of industrial wastes or from industrial processes;
- § 7.2.14 Medical wastes, except as specifically authorized by the District;
- § 7.2.15 Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- § 7.2.16 Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- § 7.2.17 Any liquid, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall either two (2) successive readings on an explosion meter, at the point of discharge into the system (or at any point in the system), be more than five (5%) percent or any single reading be over ten (10%) per cent of the lower explosive limit (LEL) of the meter;

- § 7.2.18 Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;
- § 7.2.19 Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits;
- § 7.2.20 Any wastewater that in the opinion of the District can cause harm either to the sewers, sewage treatment process, or equipment; have an adverse effect on the receiving stream; otherwise endanger life, limb, public property; or constitute a nuisance, unless allowed under special agreement by the District (except that no special waiver shall be given from categorical pretreatment standards);
- § 7.2.21 Any hazardous wastes as defined in rules published by the State of Oregon or in federal regulations;
- § 7.2.22 Persistent pesticides and/or pesticides regulated by the Federal Insecticide Rodenticide Act (FIFRA);
- § 7.2.23 Sewage sludge, except in accordance with the District's NPDES permit, providing that it specifically allows the discharge to surface waters of sewage sludge pollutants;
- § 7.2.24 Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW;
- § 7.2.25 Any septic tank wastes unless otherwise approved by DEQ; or
- § 7.2.26 Except as authorized by a discharge permit or in writing by the District, removed substances such as solids removed from liquid waste streams, sludges, filter backwash, or other residuals removed in the course of treatment or control of wastewater.

§ 7.3 Prohibition on Discharge of Other Waters. No person shall discharge or provide a connection for discharging or draining into any public sanitary sewer or tributary sewer thereto any stormwater, surface water, groundwater, roof runoff, surface drainage, non-contact cooling water or other unpolluted water or the drainage of any swimming pool, catch basin, lake, swamp, or pond.

§ 8 INDUSTRIAL WASTE

§ 8.1 Purpose and Policy. These Rules and Regulations set forth uniform requirements for

Users of the POTW for OLWSD and enables the District to comply with all applicable State and Federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the General Pretreatment Regulations. The objectives of these Rules and Regulations are:

- § 8.1.1 To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- § 8.1.2 To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- § 8.1.3 To prevent the introduction of pollutants or contaminants that may cause a violation of any permit issued to the District, including its NPDES permit;
- § 8.1.4 To ensure that the quality of the wastewater treatment plant sludge is maintained at a level that allows its use and disposal in compliance with applicable statutes and regulations;
- § 8.1.5 To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
- § 8.1.6 To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW.

- § 8.2 These Rules and Regulations shall apply to all Users of the POTW. These Rules and Regulations authorize the issuance of wastewater discharge permits; authorize monitoring, compliance, and enforcement activities; establish administrative review procedures; require User reporting; and provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- § 8.3 Prohibited Discharge Standards. No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater that causes pass through or interference, as defined in Section 7. This applies to all Users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local Pretreatment Standards or Requirements.
- § 8.4 Federal Categorical Pretreatment Standards. National categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471, as promulgated by the Environmental Protection Agency (EPA) pursuant to the Federal Water Pollution Control Act, if more stringent than limitations imposed under these Rules and Regulations, shall be met by all Dischargers into the sewerage system who are subject to such standards.
- § 8.5 State Requirements. State requirements and limitations on discharges to the POTW shall be met by all Users that are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in these Rules and

Regulations or in other applicable ordinances, rules, or laws.

§ 8.6 Local Limits. Pollutant limits have been established to protect against pass through and interference. No person shall discharge wastewater containing pollutant levels in excess of the limits described in the Local Limit Schedule. Additional pollutants or more restrictive maximum quantities may be required if the material discharged might cause interference with the operation of the wastewater treatment plant or violation of Federal, State, or local limits, standards, or laws.

Local Limit Schedule (Concentration, mg/l):

	Daily Maximum Concentration
Arsenic	0.39
Cadmium	0.27
Chromium, Total	1.71
Copper	1.92
Cyanide	0.23
Lead	0.43
Mercury	0.14
Molybdenum	0.42
Nickel	2.38
Selenium	0.90
Silver	0.24
Zinc	1.48

The local limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for "total" metal unless indicated otherwise. The General Manager may impose mass limitations in addition to (or in place of) the concentration-based limitations above. Where a User is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

Effluent limits and/or action levels may be established for BOD, COD, and/or TSS based on treatment plant capacity.

§ 8.7 Dilution. No User shall ever increase the use of process water, or in any way attempt to

dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The General Manager may impose mass limitations on Users that he/she believes may be using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

§ 8.8 Pretreatment Facilities. Users shall provide necessary wastewater treatment as required to comply with these Rules and Regulations and shall achieve compliance with all applicable pretreatment standards and requirements set out in these Rules and Regulations within the time limitations specified by the EPA, the State, or the District, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and shall be acceptable to the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the District under the provisions of these Rules and Regulations.

§ 8.9 New Sources.

§ 8.9.1 Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

§ 8.9.1.1 The building, structure, facility, or installation is constructed at a site at which no other source is located;

§ 8.9.1.2 The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

§ 8.9.1.3 The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

§ 8.9.2 Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a

new building, structure, facility, or installation meeting the criteria of Sections 8.9.1.2 or § 8.9.1.3 above but otherwise alters, replaces, or adds to existing process or production equipment.

§ 8.9.3 Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

§ 8.9.3.1 Begun, or caused to begin as part of a continuous on-site construction program, any placement, assembly, or installation of facilities or equipment;

§ 8.9.3.2 Conducted significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities necessary for the placement, assembly, or installation of new source facilities or equipment; or

§ 8.9.3.3 Entered into a binding contractual obligation for the purchase of facilities or equipment that are intended to be used in its operation within a reasonable time. Options to purchase or contracts that can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

§ 8.10 Deadline for Compliance with Applicable Pretreatment Requirements. Compliance by existing sources covered by Categorical Pretreatment Standards shall be within 3 years of the date the Standard is effective unless a shorter compliance time is specified in the appropriate Standard.

The District shall establish a final compliance deadline date for any existing User not covered by Categorical Pretreatment Standards or for any categorical User when the local limits for said User are more restrictive than the federal Categorical Pretreatment Standards.

New sources and new Users are required to comply with applicable pretreatment standards within the shortest feasible time, not to exceed ninety (90) days from the beginning of discharge. New Sources and new Users shall install, have in operating condition, and start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge.

Any wastewater discharge permit issued to a categorical User shall not contain a compliance date beyond any deadline date established in EPA's Categorical Pretreatment Standards. Any other existing User or a categorical User that must comply with a more stringent local limit that is in non-compliance with any local limits shall be provided with a compliance schedule placed in an industrial wastewater permit to ensure compliance within the shortest time feasible.

§ 8.11 Additional Pretreatment Measures. Whenever deemed necessary, the General Manager may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and mandate such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of these Rules and Regulations.

§ 8.12 Accidental Spill Prevention Plans (ASPP). The General Manager may require any User to develop and implement an accidental spill prevention plan (ASPP) or slug control plan. Where deemed necessary by the District, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the User's cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection shall be submitted to the District for review and approval before implementation. The District shall determine which User is required to develop a plan and require said plan to be submitted within fourteen (14) days after notification by the District. Each User shall implement its ASPP as submitted or as modified after such plan has been reviewed and approved by the District, and Approval of such plans and operating procedures by the District shall not relieve the User from the responsibility to modify its facility as necessary to meet the requirements of these Rules and Regulations.

§ 8.12.1 ASPP Requirements. Any user required to develop and implement an accidental spill prevention plan shall submit a plan which addresses, at a minimum, the following:

§ 8.12.1.1 Description of discharge practices, including non-routine batch discharges;

§ 8.12.1.2 Description of stored chemicals;

§ 8.12.1.3 Procedures for immediately notifying the POTW of any accidental or slug discharges. Such notification must also be given for any discharge that would violate any of the standards of these Rules and Regulations; and

§ 8.12.1.4 Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic chemicals (including solvents), and/or measures and equipment for emergency response.

§ 8.13 Notification of Slug or Accidental Discharge. Users shall notify the District Wastewater Treatment Plant immediately after the occurrence of a slug or accidental discharge of substances regulated by these Rules and Regulations. The notification shall include the

location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected User shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the District on account thereof under state or federal law.

Within five (5) days following an accidental discharge, the User shall submit to the General Manager a detailed written report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of either any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by these Rules and Regulations or other applicable law.

Signs shall be permanently posted in conspicuous places on the User's premises advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures.

- § 8.14 Industrial Wastewater Discharge Permit Requirements. No significant industrial User shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from District; the permit must be enforceable and contain all the elements as required by 40 CFR 403.8(f)(1)(iii)(B). Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of these Rules and Regulations and will subject the wastewater discharge permittee to the sanctions set forth in these Rules and Regulations. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.
- § 8.15 Wastewater Discharge Permitting: Existing Significant Industrial User (SIU). Any SIU that was discharging wastewater into the POTW before the effective date of these Rules and Regulations, and wishes to continue discharging in the future, shall, within sixty (60) days after notification by the General Manager, submit a permit application to the District. The SIU shall not cause or allow discharges to the POTW to continue more than three hundred sixty-five (365) days after the effective date of these Rules and Regulations unless a wastewater discharge permit is issued by the District.
- § 8.16 Wastewater Discharge Permitting: New Source and New User. At least ninety (90) days before startup of a new source any new User considered by the District to be an SIU must apply for and obtain a Wastewater Discharge permit. A new source or new User cannot discharge without first receiving a wastewater discharge permit from the District. New sources and new Users shall also be required to include in their application information on the method of pretreatment they intend to use to meet applicable pretreatment standards. New Sources and new Users shall give estimates of the

information requested in Section 8.18.

§ 8.17 Wastewater Discharge Permitting: Extra Jurisdictional Users. Existing and new sources that are located beyond the District limits (but flow to the District) and that are required to obtain a wastewater discharge permit shall submit a wastewater discharge permit application to the District.

§ 8.18 Wastewater Discharge Permit Application Contents. All Users required to obtain an industrial wastewater discharge permit must submit, at a minimum, the following information. The District shall approve a form to be used as a permit application. Categorical Users submitting the following information shall have complied with 40 CFR § 403.12(b).

§ 8.18.1 Identifying information. The User shall submit the name and address of the facility including the name of the operator and owners;

§ 8.18.2 Permits. The User shall submit a list of all environmental control permits held by or for the facility; and

§ 8.18.3 Description of operations. The User shall submit a brief description of: the nature, average rate of production, and Standard Industrial Classification of the operation(s) carried out by such Industrial User, including a list of all raw materials and chemicals used or stored at the facility that are or could accidentally or intentionally be discharged to the POTW; the number and type of employees; its hours of operation; each product produced by type, amount, process or processes, and rate of production; the type and amount of raw materials processed (average and maximum per day); and the time and duration of discharges. This description should also include a schematic process diagram that indicates points of discharge to the POTW from the regulated or manufacturing processes; site plans; floor plans; mechanical and plumbing plans; and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location, and elevation.

§ 8.18.4 Flow Measurement.

Categorical Users. The User shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following: Regulated or manufacturing process streams and other streams as necessary to allow use of the combined waste stream formula.

Non-Categorical Users. The User shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following: Total process flow, wastewater treatment plant flow, total plant flow, or individual manufacturing process flow as required by the Operations Manager. The District may allow for verifiable estimates of these flows where

justified by cost or feasibility considerations.

§ 8.18.5 Measurements of Pollutants.

Categorical Users. The User shall identify the applicable pretreatment standards for each regulated or manufacturing process. In addition, the User shall submit the results of sampling and analysis identifying the nature and concentration (or mass where required by the Categorical Pretreatment Standard or as required by the District) of regulated pollutants (including local limits, as appropriate) in the discharge from each regulated or manufacturing process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in this section. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR § 403.6(e) for a categorical User, this adjusted limit along with supporting data shall be submitted as part of the application.

Non-Categorical User. The User shall identify the applicable pretreatment standards for its wastewater discharge. In addition, the User shall submit the results of sampling and analysis identifying the nature and concentration in the discharge (or mass where required by the District) of regulated pollutants, as appropriate. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in this section. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph. Where the District developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data shall be submitted as part of the application.

§ 8.18.6 Certification. The User shall submit a statement, worded as specified in Section 8.19, that has been reviewed by an authorized representative of the User and certified by a qualified professional indicating whether the applicable Pretreatment Standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment is required for the User to meet the applicable Pretreatment Standards and Requirements.

§ 8.18.7 Compliance Schedule. If additional pretreatment and/or O and M will be required to meet the applicable Pretreatment Standards, the User shall submit the shortest schedule by which the User will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established pursuant to Sections 8.15 or 8.16 of these Rules and Regulations.

§ 8.18.7.1 Where the User's categorical Pretreatment Standard has been modified by a removal allowance (40 CFR § 403.7), the combined waste stream formula (40 CFR § 403.6(e)), and/or a Fundamentally Different Factors variance (40 CFR § 403.13) at the time the User submits the report required by this paragraph, the information required by Sections 8.18.4 and 8.18.5 shall pertain to the modified limits.

§ 8.18.7.2 If the categorical Pretreatment Standard is modified by a removal allowance (40 CFR 403.7), the combined waste stream formula (40 CFR § 403.6(e)), and/or a Fundamentally Different Factors variance (40 CFR § 403.13) after the User submits the report required by Sections 8.18.4 and 8.18.5, then a report containing modified information shall be submitted by the User within sixty (60) days after the new limit is approved.

§ 8.18.8 Other Information. The User shall submit any other information as may be deemed necessary by the General Manager to evaluate the wastewater discharge permit application. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

§ 8.19 Signatory and Certification Requirement. All wastewater discharge permit applications and User reports must be signed by a responsible officer or manager, sole proprietor or general partner, as applicable, or duly authorized representative.

§ 8.19.1 Industrial Pretreatment Responsible Officer/Manager. For the purpose of this section, a responsible officer or manager means:

§ 8.19.1.1 A president, vice-president, secretary, treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

§ 8.19.1.2 The manager of one or more manufacturing, production, or operating facilities, provided that the manager is authorized to make management decisions that govern the operation of the regulated facility including: having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; ensuring that the necessary systems are established or actions are taken to gather complete and accurate information for control mechanism requirements; and having the authority, assigned or delegated to the manager in accordance with

corporate procedures, to sign documents. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the Approval Authority prior to or together with the report being submitted of the User and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

§ 8.19.2 Certification Statement for Non-Significant Categorical Industrial Users. A facility determined to be a Non-Significant Categorical Industrial User must annually submit the following signed certification statement signed in accordance with the signatory requirements in § 8.19.1. The certification must accompany an alternative annual report required by the District:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief, that during the period from _____, _____ to _____, _____ [months, days, year]: (a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User; (b) the facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period. This compliance certification is based on the following information:

_____”

§ 8.20 Wastewater Discharge Permit Decisions. The General Manager will evaluate the data furnished by the User and may require additional information. Within sixty (60) days of receipt of a complete wastewater discharge permit application, the General Manager will determine whether to issue a wastewater discharge permit. Upon a determination to issue, the permit shall be issued within thirty (30) days of full evaluation and acceptance of the data furnished. The General Manager may deny any application for a wastewater

discharge permit.

§ 8.21 Industrial Wastewater Discharge Permit Contents. Industrial Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the General Manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, prevent violation of the District's NPDES permit, and protect against damage to the POTW.

§ 8.21.1 Required Conditions of Approval. Wastewater discharge permits must contain the following conditions:

- § 8.21.1.1 A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;
- § 8.21.1.2 A statement that the wastewater discharge permit is non-transferable without prior notification to and approval from the District and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- § 8.21.1.3 Applicable pretreatment standards and requirements, including any special State requirements;
- § 8.21.1.4 Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;
- § 8.21.1.5 Requirements for immediate notification to the District where self-monitoring results indicate non-compliance;
- § 8.21.1.6 Requirements to report a bypass or upset of a pretreatment facility;
- § 8.21.1.7 Requirements to report immediately to the District all discharges, including slug loadings, that could cause problems to the POTW;
- § 8.21.1.8 Requirements for the SIU that reports non-compliance to repeat the sampling and analysis and submit results to the District within thirty (30) days after becoming aware of the violation;
- § 8.21.1.9 A statement of applicable civil, criminal, and administrative penalties for violations of pretreatment standards and requirements and any applicable compliance schedule;
- § 8.21.1.10 Requirements to control Slug discharges, if determined by the POTW to be necessary; and

§ 8.21.1.11 Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards.

§ 8.21.2 Optional Conditions of Approval. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

§ 8.21.2.1 Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

§ 8.21.2.2 Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

§ 8.21.2.3 Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;

§ 8.21.2.4 Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

§ 8.21.2.5 The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

§ 8.21.2.6 Requirements for installation and maintenance of inspection and sampling facilities and equipment;

§ 8.21.2.7 A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit;

§ 8.21.2.8 Any special agreements the General Manager chooses to continue or develop between the District and User; and

§ 8.21.2.9 Other conditions as deemed appropriate by the General Manager to ensure compliance with these Rules and Regulations and State and Federal laws, rules, and regulations.

§ 8.22 Wastewater Discharge Permit Appeals. Any person, including the User, may petition the District to reconsider the terms of a wastewater discharge permit within one hundred twenty (120) days of its issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for

this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal. If the District fails to act within thirty (30) days after receiving an appeal petition, a petition for appeal will be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the Clackamas County Circuit Court.

§ 8.23 Wastewater Discharge Permit Duration. Wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the General Manager. Each wastewater discharge permit will indicate a specific date upon which it will expire.

§ 8.24 Wastewater Discharge Permit Modification or Voluntary Termination. The General Manager may modify the wastewater discharge permit for good cause including, but not limited to, the following:

§ 8.24.1 To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

§ 8.24.2 To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

§ 8.24.3 To address a change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

§ 8.24.4 To address information indicating that the permitted discharge poses a threat to the District's POTW, District personnel, or the receiving waters;

§ 8.24.5 To address a violation of any terms or conditions of the wastewater discharge permit;

§ 8.24.6 To address misrepresentations or failures to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;

§ 8.24.7 To revise or grant a variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

§ 8.24.8 To correct typographical or other errors in the wastewater discharge permit;
or

§ 8.24.9 To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

§ 8.25 Wastewater Discharge Permit Transfer.

§ 8.25.1 Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least sixty (60) days advance notice to the General Manager and the General Manager approves the wastewater discharge permit transfer. The notice to the General Manager must include a written certification by the new owner and/or operator which:

§ 8.25.1.1 States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

§ 8.25.1.2 Identifies the specific date on which the transfer is to occur; and

§ 8.25.1.3 Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of the transfer.

§ 8.25.2 Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer. Provided that the notice required above occurred and that there were no significant changes to the manufacturing operation or wastewater discharge, the new owner will be considered an existing User and will be covered by the existing limits and requirements in the previous owner's permit.

§ 8.26 Wastewater Discharge Permit Revocation.

§ 8.26.1 Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

§ 8.26.1.1 Failure to notify the District of significant changes to the wastewater prior to the changed discharge;

§ 8.26.1.2 Failure to provide prior notification to the District of changed conditions;

§ 8.26.1.3 Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

§ 8.26.1.4 Falsifying self-monitoring reports;

§ 8.26.1.5 Tampering with monitoring equipment;

§ 8.26.1.6 Refusing to allow the District timely access to the facility premises and records;

§ 8.26.1.7 Failure to meet discharge limitations;

§ 8.26.1.8 Failure to pay fines;

§ 8.26.1.9 Failure to pay sewer charges;

§ 8.26.1.10 Failure to meet compliance schedules;

§ 8.26.1.11 Failure to complete a wastewater survey or the wastewater

discharge permit application

§ 8.26.1.12 Failure to provide advance notice of the transfer of a permitted facility;

§ 8.26.1.13 If the District must invoke its emergency provision; or

§ 8.26.1.14 Violation of any pretreatment standard or requirement, any terms of the wastewater discharge permit, or these Rules and Regulations.

§ 8.26.2 Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular User are void upon the issuance of a new wastewater discharge permit to that User.

§ 8.27 Wastewater Discharge Permit Reissuance. A User who is required to have a wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application a minimum of sixty (60) days prior to the expiration of the User's existing wastewater discharge permit. A User whose existing wastewater discharge permit has expired and who has submitted its re-application in the time period specified herein shall be deemed to have an effective wastewater discharge permit until the District issues or denies the new wastewater discharge permit. A User whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein will be deemed to be discharging without a wastewater discharge permit.

§ 8.28 Reporting Requirements: Baseline Monitoring Reports. Within either one hundred and eighty (180) days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR '403.6(a)(4) (whichever is later), existing categorical Users currently discharging to or scheduled to discharge to the POTW shall be required to submit to the District a report which contains the information listed below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical Users after the promulgation of an applicable categorical standard, shall be required to submit to the District a report which contains the information listed below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

Users described above shall submit the information set forth below for Baseline Monitoring Reports:

§ 8.28.1 Identifying Information. The name and address of the facility, including the name of the operator and owner;

§ 8.28.2 Environmental Permits. A list of any environmental control permits held by or for the facility;

- § 8.28.3 Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes;
- § 8.28.4 Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e);
- § 8.28.5 Measurement of Pollutants. Where the Standard requires compliance with a best management practice or pollution prevention alternative, documentation as required by the District or the applicable Standards to determine compliance with the Standard;
- § 8.28.6 Categorical Pretreatment Standards. The categorical pretreatment standards applicable to each regulated process;
- § 8.28.7 Sampling Results. The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the District) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations (or mass, where required) shall also be reported. The sample shall be representative of daily operations and shall be sampled and analyzed in accordance with procedures set out in these Rules and Regulations;
- § 8.28.8 Certification. A statement, reviewed by the User's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional Operation and Maintenance (O and M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- § 8.28.9 Compliance Schedule. If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in these Rules and Regulations.
- § 8.28.10 Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with these Rules and Regulations.

§ 8.29 Operational Compliance Report (Initial Compliance Report). After ninety (90) days of operation following the date for final compliance of an existing Significant Industrial User with applicable pretreatment standards and requirements set forth in these Rules and Regulations, in federal categorical standards, or in a wastewater discharge permit, or, in the case of a new source or a new User considered by the District to fit the definition of an SIU, within ninety (90) days following commencement of the introduction of wastewater into the POTW, the affected User shall submit to the District a report containing the information outlined in Section 8.31.

For User's subject to equivalent mass or concentration limits established by the District in accordance with procedures established in 40 CFR 403.6 (c), the report shall contain a reasonable measure of the User's long-term production rate. For all other User's subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), the report shall include the User's actual production during the appropriate sampling period.

§ 8.30 Semiannual Compliance Report. Any User that is required to have an industrial waste discharge permit and performs self-monitoring shall comply with all applicable requirements under 40 CFR 403.12 and submit to the District semiannually, during the months of June and December, unless required on other dates or more frequently by the District, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within the industrial waste discharge permit. At a minimum, Users shall sample their discharge at least twice per year.

The report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations and shall also include any additional information required by these Rules and Regulations or the wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) shall be reported. If a User sampled and analyzed more frequently than what was required by the District or by these Rules and Regulations, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge during the reporting period.

Any User subject to equivalent mass or concentration limits established by the District or by unit production limits specified in the applicable categorical standards shall report production data.

If the District calculated limits to factor out dilution flows or non-regulated flows, the User will be responsible for providing flows from the regulated process flows, dilution flows, and non-regulated flows.

Flows shall be reported on the basis of actual measurement, provided, however, that the District may accept reports of average and maximum flows estimated by verifiable

techniques if the District determines that an actual measurement is not feasible.

Discharges sampled shall be representative of the User's daily operations and samples shall be taken in accordance with the requirements specified in these Rules and Regulations. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

In cases where the Pretreatment Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User must submit documentation required by District or the Pretreatment Standard necessary to determine the compliance status of the User.

The District may require reporting by Users that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the sewer system.

The District may require self-monitoring by the User or, if requested by the User, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this section. If the District agrees to perform such periodic compliance monitoring, it may charge the User for such monitoring, based upon the costs incurred by the District for the sampling and analyses. Any such charges shall be added to the normal sewer charge and shall be payable as part of the sewer bills. The District is under no obligation to perform periodic compliance monitoring for a User.

The District may reduce the requirement for semiannual compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by state laws, where the Industrial User's total categorical wastewater flow does not exceed any of the following:

- (1) 350 gallons per day, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches; and
- (2) 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved Local Limits have been developed.

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the General Manager, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

§ 8.31 Compliance Schedules for Meeting Applicable Pretreatment Standards. The schedule

shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.). No increment referred to in this section shall exceed nine (9) months.

Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the District including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports.

§ 8.32 Notification of Significant Production Changes. Any User operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify the District within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

§ 8.33 Hazardous Waste Notification. Any User that is discharging more than 15 kilograms of hazardous wastes as defined in 40 CFR 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e) is required to provide a one-time notification in writing to OLWSD, to the EPA Region 10 Office of Air, Waste, and Toxics Director, and to the State Department of Environmental Quality. Any existing User exempt from this notification shall comply with the requirements contained herein within thirty (30) days of becoming aware of a discharge of 15 kilograms of hazardous wastes in a calendar month or any discharge of acutely hazardous wastes to the District sewer system.

Such notification shall include:

§ 8.33.1 The name of the hazardous waste as set forth in 40 CFR Part 261;

§ 8.33.2 The EPA Hazardous waste number; and

§ 8.33.3 The type of discharge (continuous, batch, or other).

§ 8.33.4 If an industrial User discharges more than 100 kilograms of such waste per calendar month to the sewer system, the notification shall also contain the following information to the extent it is known or readily available to the industrial User:

§ 8.33.4.1 An identification of the hazardous constituents contained in

the wastes;

§ 8.33.4.2 An estimation of the mass and concentration of such constituents in the waste streams discharged during that calendar month; and

§ 8.33.4.3 An estimation of the mass of constituents in the waste streams expected to be discharged during the following twelve (12) months.

These notification requirements do not apply to pollutants already reported under the self-monitoring requirements. Whenever the EPA publishes final rules identifying additional hazardous wastes or new characteristics of hazardous waste, a User shall notify the District of the discharge of such a substance within ninety (90) days of the effective date of such regulations. In the case of any notification made under this paragraph, an industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

§ 8.34 Notice of Potential Problems, Including Accidental Spills, Slug Loads. Any User shall notify the District immediately of all discharges that could cause problems to the POTW, including any slug loads. The notification shall include the concentration and volume and corrective action. This initial notification shall be followed by a written summary report within five (5) days of the discharge. Steps being taken to reduce any adverse impact should also be noted during the notification. Any User who discharges a slug load of pollutants shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the District under state or federal law.

§ 8.35 Non-Compliance Reporting. If sampling performed by a user indicates a violation, the User shall notify the District within 24 hours of becoming aware of the violation. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to these Rules and Regulations. The User shall also repeat the sampling and submit the results of the repeat analysis to the District within thirty (30) days after becoming aware of the violation. Where the Control Authority has performed the sampling and analysis in lieu of the Industrial User, the Control Authority must perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis. Resampling is not required if:

§ 8.35.1 The District performs sampling at the Industrial User at a frequency of at least once per month; or

§ 8.35.2 The District performs sampling at the User between the time when the initial

sampling was conducted and the time when the User or the Control Authority receives the results of this sampling.

- § 8.36 Notification of Changed Discharge. All Users shall promptly notify the District in advance of any substantial change in the volume or character of pollutants in their discharge, including significant manufacturing process changes, pretreatment modifications, and the listed or characteristic hazardous wastes for which the User has submitted initial notification under 40 CFR 403.12 (p). Users shall notify the District immediately of any change that affects the potential for slug discharges to the POTW.
- § 8.37 Reports from Un-Permitted Users. All Users not required to obtain a wastewater discharge permit shall provide appropriate reports to the District as the General Manager may require.
- § 8.38 Record Keeping. Users subject to the reporting requirements of these Rules and Regulations shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by these Rules and Regulations and any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements. Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses including documentation associated with Best Management Practices. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or POTW or where the User has been specifically notified of a longer retention period by the General Manager.
- § 8.39 Sampling Requirements for Users. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques; unless time-proportional composite sampling or grab sampling is authorized by the District, the samples must be representative of the Discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the District, as appropriate.

For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfides, and volatile organic compounds for facilities for which historical

sampling data do not exist; for facilities for which historical sampling data are available, the District may authorize a lower minimum. For the reports required by 40 CFR 403.12 (e) and (h), the District shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with Applicable Pretreatment Standards and Requirements.

Samples shall be taken immediately downstream from pretreatment facilities if such exist, immediately downstream from the regulated or manufacturing process if no pretreatment exists, or at a location determined by the District and specified in the User's wastewater discharge permit. For categorical Users, if other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6 (e) in order to evaluate compliance with the Applicable Categorical Pretreatment Standards. For other SIUs, for which the District has adjusted its local limits to factor out dilution flows, the User shall measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standard(s).

All sample results shall indicate the time, date, and place of sampling and methods of analysis and shall certify that the waste stream sampled is representative of normal work cycles and expected pollutant discharges from the User. If a User sampled and analyzed more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

- § 8.40 Analytical Requirements. All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.
- § 8.41 District Monitoring of User's Wastewater. The District will follow the same procedures as outlined in Sections 8.42 and 8.43.
- § 8.42 Compliance Monitoring: OLWSD Inspection and Sampling. The District shall have the right to enter the facilities of any User to ascertain whether the purpose of these Rules and Regulations and any wastewater discharge permit or order issued hereunder is being met and whether the User is complying with all requirements thereof. Users shall allow the General Manager ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the General Manager will be permitted to enter without delay for the purposes of performing specific

responsibilities.

The General Manager shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the General Manager and shall not be replaced. The costs of clearing such access shall be borne by the User.

Unreasonable delays in allowing the General Manager access to the User's premises shall be a violation of these Rules and Regulations.

§ 8.43 Compliance Monitoring Facilities. Each User shall provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of each sewer discharge to the District. Each monitoring facility shall be situated on the User's premises, except, where such a location would be impractical or cause undue hardship on the User, the District may concur with the facility being constructed in the public street or sidewalk area, providing that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The General Manager, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line or a wastewater treatment system).

There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, including the sampling and measuring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the User.

The General Manager may require the User to install monitoring equipment as necessary. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

§ 8.44 Search Warrants. If the General Manager has been refused access to a building, structure or property, or any part thereof and is able to demonstrate probable cause to believe that there may be a violation of these Rules and Regulations, or that there is a need to inspect as part of a routine inspection program of the District designed to verify compliance with these Rules and Regulations or any wastewater discharge permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the General Manager shall seek issuance of a search and/or seizure warrant from the Clackamas County Circuit Court.

Such warrant shall be served at reasonable hours by the General Manager in the company of a uniformed police officer of Clackamas County.

- § 8.45 Vandalism. No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance, equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in these Rules and Regulations.
- § 8.46 Confidential Information. Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, monitoring programs, and from District inspection and sampling activities shall be available to the public without restriction, unless the User specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.
- § 8.47 Publication of Users in Significant Non-Compliance. The District shall publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the Users that, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. For the purposes of this provision, an industrial User is in significant noncompliance if its violation meets one or more of the following criteria:
- § 8.47.1 Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken for the same pollutant parameter during a six- (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
 - § 8.47.2 Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the TRC [TRC=1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH];
 - § 8.47.3 Any other discharge violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, longer-term average, instantaneous limit, or narrative Standard) that the POTW determines has

caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

§ 8.47.4 Any discharge of pollutants that has caused imminent endangerment to the public or to the environment or has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;

§ 8.47.5 Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

§ 8.47.6 Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

§ 8.47.7 Failure to accurately report non-compliance; or

§ 8.47.8 Any other violation or group of violations, which may include a violation of Best Management Practices, that the POTW determines will adversely affect the operation or implementation of the local Pretreatment program.

Administrative Enforcement Remedies – Pretreatment Rules.

The following procedures are intended solely for enforcement of the District's pretreatment rules.

§ 8.48 Notification of Violation. When the General Manager finds that a User has violated (or continues to violate) any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the General Manager may serve upon that User a written Notice of Violation (via certified letter). Within fourteen (14) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the General Manager. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the District to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

§ 8.49 Consent Orders. The General Manager may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any User responsible for non-compliance. Such documents will include specific action to be taken by the User to correct the non-compliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative

orders issued pursuant to this subsection and shall be judicially enforceable. Use of a consent Order shall not be a bar against, or prerequisite for, taking any other action against the User.

- § 8.50 Show Cause Hearing. The General Manager may order via a certified letter a User that has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the General Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least seven (7) days prior to the hearing. Such notice may be served on any authorized representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.
- § 8.51 Compliance Orders. When the General Manager finds that a User has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the General Manager may issue an order to the User responsible for the discharge directing that the User come into compliance within a time specified in the order. If the User does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the non-compliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.
- § 8.52 Cease and Desist Orders. When the General Manager finds that a User has violated (or continues to violate) any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the General Manager may issue an order to the User directing it to cease and desist all such violations and directing the User to immediately comply with all requirements and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.
- § 8.53 Administrative Fines. When the General Manager finds that a User has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or

requirement, the General Manager may fine such User in an amount not to exceed the maximum fine allowed under state law. Such fines shall be assessed on a per violation, per day basis (see Section 11). In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

§ 8.54 Emergency Suspensions. The General Manager may immediately suspend a User's discharge (after informal notice to the User) whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The General Manager may also immediately suspend a User's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW or which presents or may present an endangerment to the environment.

Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the General Manager shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or any individuals. The General Manager shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the District that the period of endangerment has passed, unless the termination proceedings in these Rules and Regulations are initiated against the User.

A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the General Manager prior to the date of any show cause or termination hearing under these Rules and Regulations.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

§ 8.55 Termination of Discharge (Non-Emergency).

§ 8.55.1 In addition to the Administrative Enforcement provisions in these Rules and Regulations, any User that violates the following conditions is subject to discharge termination:

- § 8.55.1.1 Violation of wastewater discharge permit conditions;
- § 8.55.1.2 Failure to accurately report the wastewater constituents and characteristics of its discharge;
- § 8.55.1.3 Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

- § 8.55.1.4 Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- § 8.55.1.5 Violation of the pretreatment standards of these Rules and Regulations.

§ 8.55.2 Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under these Rules and Regulations why the proposed action should not be taken. Exercise of this option by the District shall not be a bar to, or a prerequisite for, taking any other action against the User.

§ 8.56 Judicial Enforcement Remedies.

§ 8.56.1 Injunctive Relief. When the General Manager finds that a User has violated (or continues to violate) any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the General Manager may petition the Clackamas County Circuit Court through the District's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by these Rules and Regulations on activities of the User. The District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

§ 8.56.2 Civil Penalties. A User that has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the District for a maximum civil penalty allowed under State law but not less than \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

The General Manager may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the District.

In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

§ 8.57 Remedies Non-exclusive. The provisions in Section 8 of these Rules and Regulations are not exclusive remedies for violations of the District's pretreatment rules. The District reserves the right to take any, all, or any combination of these actions against a non-compliant User. Enforcement in response to pretreatment violations will generally be in accordance with the District's enforcement response plan. However, the District reserves the right to take other action against any User when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any non-compliant User. These actions may be taken concurrently.

§ 8.58 Supplemental Enforcement Action.

§ 8.58.1 Performance Bonds. The General Manager may decline to issue or reissue a wastewater discharge permit to any User that has failed to comply with any provision of these Rules and Regulations, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement unless such User first files a satisfactory bond, payable to the District, in a sum not to exceed a value determined by the General Manager to be necessary to achieve consistent compliance.

§ 8.58.2 Liability Insurance. The General Manager may decline to issue or reissue a wastewater discharge permit to any User that has failed to comply with any provision of these Rules and Regulations, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

§ 8.58.3 Public Nuisances. A violation of any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the General Manager. Any person(s) creating a public nuisance shall be subject to the provisions of these Rules and Regulations governing such nuisances, including reimbursing the District for any costs incurred in removing, abating, or remedying said nuisance.

§ 8.58.4 Contractor Listing. Users that have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the District. Existing contracts for the sale of goods or services to the District held by a User found to be in significant non-compliance with pretreatment standards or requirements may be terminated at the discretion of the District.

Affirmative Defenses to Discharge Violations.

§ 8.59 Upset. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the User.

An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset shall constitute an affirmative defense to an action brought for non-compliance with applicable pretreatment standards if the requirements of this section are met.

§ 8.59.1 A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence, that:

§ 8.59.1.1 An upset occurred and the User can identify the cause(s) of the upset; and

§ 8.59.1.2 The facility was at the time being operated in a prudent manner and in compliance with applicable operation and maintenance procedures.

Additionally, the User must submit the following information to the District and treatment plant superintendent within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days]:

§ 8.59.1.3 A description of the indirect discharge and cause of non-compliance;

§ 8.59.1.4 The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and

§ 8.59.1.5 Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.

In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards.

Users shall control production of all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss, or failure of their treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the

situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

§ 8.60 Prohibited Discharge Standards. A User shall have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in these Rules and Regulations if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either: (a) a local limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the pass through or interference; or (b) no local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the District was regularly in compliance with its NPDES permit, and, in the case of interference, was in compliance with applicable sludge use or disposal requirements.

§ 8.61 Bypass. For the purposes of this section, "Bypass" means the intentional diversion of waste streams from any portion of a User's treatment facility.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

A User may allow any bypass to occur that does not cause applicable pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of this section.

§ 8.61.1 Notice of Bypass. If a User knows in advance of the need for a bypass, it shall submit prior notice to the POTW at least ten (10) days before the date of the bypass, if possible. A User shall submit oral notice to the District of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The District may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

§ 8.61.2 Bypass Conditions. Bypass is prohibited, and the District may take an enforcement action against a User unless:

§ 8.61.2.1 Bypass was unavoidable to prevent loss of life, personal

injury, or severe property damage;

§ 8.61.2.2 There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance; and

§ 8.61.2.3 The User submitted notices as required under this section.

The General Manager may approve an anticipated bypass, after considering its adverse effects, if the General Manager determines that it will meet the three conditions listed in this section.

§ 8.62 Wastewater Pretreatment Fees. The District may adopt reasonable fees, as shown in the District's Fee Schedule, for reimbursement of costs of setting up and operating the District's Pretreatment Program, which may include:

§ 8.62.1 Fees for wastewater discharge permit applications, including the cost of processing such applications;

§ 8.62.2 Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing a User's discharge and reviewing monitoring reports submitted by Users;

§ 8.62.3 Fees for reviewing and responding to accidental discharge procedures and construction;

§ 8.62.4 Fees for filing appeals; and

§ 8.62.5 Other fees as the District may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by these Rules and Regulations and are separate from all other fees, fines, and penalties chargeable by the District.

§ 9 FATS, OILS AND GREASE (FOG) PROGRAM

§ 9.1 Statement of Policy. The purpose of this chapter is to enhance beneficial public use of Oak Lodge Water Services District's sewer facilities by preventing blockages of sewer lines resulting from discharges of fats, oils and grease (FOG) and other constituents to the sewer facilities. These Rules and Regulations specify appropriate FOG requirements for Food Service Establishments (FSEs) and/or property owners where FSEs are located and support such entities in implementing a cost-effective FOG abatement program. These Rules and Regulations establish quantity and/or quality standards on all wastewater and/or waste discharges containing FOG as these cause or contribute to

the occurrence of sanitary sewer services overflows (SSOs), affect treatment plant operations, and increase publicly owned treatment works costs.

Oak Lodge Water Services District has final authority in determining the compliance status of all FSE/property owners with respect to their discharge of FOG (either vegetable or animal origin) either directly or indirectly into the District's wastewater collection system.

The following regulations reflect requirements of the State and Federal government and the District's National Pollution Discharge Elimination System (NPDES) permit. The purpose of the regulations is to set forth uniform requirements for Users of the District's wastewater collection and treatment system to enable the District to comply with all applicable State and Federal laws required by the Federal Water Pollution Control Act, as amended, and by requiring commercial and industrial Users to comply with the General Pretreatment Regulations in 40 CFR Part 403, as amended.

§ 9.2 Applicability and Pretreatment Standards. Food service establishments shall install grease interceptors when deemed necessary by the District for the proper handling of wastewater containing excessive amounts of fat, oil, or grease. These interceptors shall be maintained by the User at their expense in a manner which prevents fat, oil, and grease from being discharged into the District sanitary system. Materials removed from the interceptor must be disposed of at a facility approved to receive such wastes.

The additions of chemicals, enzymes, emulsifying agents, microorganisms, or similar compounds that are intended to decrease the maintenance performed on grease interceptors are prohibited.

§ 9.3 Surface Water Issues. No surface or stormwater is allowed in the sanitary sewer system. In no instance shall spilled grease and oils be washed to the stormwater drains or landscaped areas. Existing FSE are prohibited from engaging in any wash down activities in any outside area, including but not limited to uncovered garbage or waste oil storage areas. If instances of spilled grease or oil occur in the garbage or waste oil storage area the site will be required to install a roof over the area.

§ 9.4 Right of Access. Persons or premises where wastewater with the potential to contain FOG is created or discharged shall allow District personnel, or their alternate designees, reasonable and safe access to the entire facility in order to carry out inspections or other actions, including but not limited to sampling waste streams, authorized by these Rules and Regulations. It is the FSE's or property owner's responsibility to open all grease removal device (GRD) access points for District inspection activities. No person shall interfere with, delay, or refuse entrance to such personnel attempting to inspect or enforce upon any facility involved directly or indirectly with the discharge of wastewater to the District's sewer system. The District or its designees are authorized to collect samples of any waste stream, including the discharge from the facility and any GRD. Failure to grant access shall result in an additional inspection fee and may result in suspension of sewer services provided by the District or water turn off.

- § 9.5 Cost Recovery for Collection System Cleaning. In the event that an FSE discharges FOG from the FSE / ~~owner's~~ Owner's premises and into the sewage collection system owned and operated by OLWSD, so that the FOG leaves behind visible deposits adhered to the pipes, OLWSD may at their discretion clean the pipe system to the extent that their crew deems necessary, and the FSE / property owner will be billed for the cost of the District's labor, equipment, and materials. In lieu of this, either the District or the FSE / property owner may hire a licensed contractor (with the District's approval) to clean the lines (to the extent directed by the District) and vacuum up / remove the grease and dispose of it to a facility approved to receive such wastes. The contractor would then bill the FSE / property owner directly.

§ 10 SURFACE WATER MANAGEMENT

- § 10.1 Authority; MS4 Permit. Under the Clackamas County Co-Applicants' Municipal Separate Storm Sewer System (MS4) Permit, the District is charged with protecting water quality and satisfying requirements of the MS4 permit. Implementation of these regulations is through the MS4 Permit. As required by the MS4 Permit, the District's authority includes having the ability to control the discharge of pollutants by reducing the discharge of pollutant loads, to the maximum extent practicable, and to prohibit non-stormwater discharges into the storm sewer system.
- § 10.2 Conveyance System Subject to Jurisdictional Authority. The conveyance system components maintained and/or repaired by the District include storm sewers, culverts, inlets, ditches, and swales. The District's responsibility for these types of utility assets is limited to District-owned assets or those that the District operates under an intergovernmental agreement.
- § 10.3 Permits Required. The District issues Erosion Control/Surface Water Management Permits within its jurisdictional area. All construction activities affecting areas 500 square feet or greater within the District shall obtain an Erosion Control/Surface Water Management Permit. Construction activities affecting areas 250 square feet or greater within the undisturbed buffer, sensitive areas, or riparian areas must also obtain an Erosion Control/ Surface Water Management Permit. An Erosion Control/Surface Water Management Permit is also required to discharge to the District's surface water system as described in Sections 10.5 and 10.6 of these Rules and Regulations.
- § 10.4 Agency Coordination. The District coordinates with CCDTD on land use development proposals within the County. In the Clackamas County Comprehensive Plan Title 13, Chapter 7, Clackamas County recognizes that the District has responsibility for operating, planning, and regulating some surface water management systems. The County has a policy to coordinate the review of development applications with the District, for proposals within the District's jurisdiction, and to ensure that approval is not granted in the absence of adequate sanitary sewer facilities or a mechanism to provide them concurrently with development. Additionally, per Clackamas County Zoning and Development Ordinance Section 1006.08(C), approval of a development shall be

granted only if the applicant provides a preliminary statement of feasibility from the surface water management regulatory authority.

§ 10.4.1 Additionally, any construction activity disturbing five (5) or more acres of land currently requires an NPDES Construction Stormwater Discharge Permit issued by DEQ.

Permit Procedure. Review and Approval Process.

§ 10.5 Erosion Control/Surface Water Management Permits. An Erosion Control/Surface Water Management Permit is issued by the District through an administrative approval process. An Erosion Control/Surface Water Management Permit application shall be submitted upon a form provided by the District. A complete application shall consist of all materials required as listed in Section ~~1.10~~ of these Rules and Regulations.

§ 10.5.1 Determination of Completeness. After receiving a permit application, the General Manager shall inform the applicant of a determination either that (1) the application is complete or (2) the application is incomplete and what steps are necessary to make the application complete.

§ 10.5.2 Incomplete Application Procedure. If the applicant receives a determination from the General Manager that an application is not complete or that additional information is required, the applicant shall submit the necessary information to the District. After an applicant has submitted the requested additional information, the District shall make the determination as described in this section.

§ 10.6 Permit Approval. The District may approve, approve with conditions, or deny all Erosion Control/Stormwater Management Permit applications. In addition to the requirements listed in Section ~~1.10~~ of these Rules and Regulations, the District retains the right to require additional Erosion Control/Surface Water Management Permit conditions of approval. Inspection of erosion control measures is required prior to approval and prior to the start of any excavation work.

Application Requirements.

§ 10.7 Activities that Require a Permit. Construction activities that impact areas 500 square feet or greater must obtain an Erosion Control/Surface Water Management Permit. Construction activities affecting areas 250 square feet or greater within the undisturbed buffer, sensitive areas, or riparian areas must also obtain an Erosion Control/ Surface Water Management Permit.

~~§ 10.8 Application Requirements. A Site Plan, Storm Drainage Plan, and Erosion Control Plan will be required for all residential, commercial, industrial, and recreational developments and redevelopments. Additionally, a Site Plan and Erosion Control Plan are required for construction activities, including, but not limited to, clearing, grading, excavation, or filling~~

that occurs in the District. Requirements for the application materials are as follows:

§ 10.8.1 Site Plan. Three (3) copies of a site-specific plan shall include the following:

- § 10.8.1.1 ~~Contour lines with elevations to show slope. Plans for simple additions or improvements to existing structures can indicate slope with arrows illustrating the direction of the slope instead of contours and elevation figures;~~
- § 10.8.1.2 ~~A storage site for excavated materials (soil stockpiles);~~
- § 10.8.1.3 ~~A gravel construction entrance (gravel to a depth of 8 inches);~~
- § 10.8.1.4 ~~Placement of approved erosion control devices (i.e., silt fences, straw bales, or thick vegetative growth such as a lawn if the construction area is flat);~~
- § 10.8.1.5 ~~Drainage during and after construction or other runoff, including, as applicable 1) soakage trenches, 2) catch basins, or 3) storm sewers;~~
- § 10.8.1.6 ~~A site restoration plan (permanent landscaping); and~~
- § 10.8.1.7 ~~Water quality facilities as required (for residential/ commercial/ industrial).~~

~~§ 10.8.2~~ § 10.7.1.....E

rosion Control Plan. Submittal requirements include:

~~§ 10.8.2.1~~ § 10.7.1.1.....A

ll erosion control plans shall meet requirements of the current ~~Clackamas County Water Environment Services Erosion Prevention and Sediment Control Manual used by the District~~ Design and Construction Standards;

~~§ 10.8.2.2~~ § 10.7.1.2.....O

ne completed copy of Erosion Prevention/Sedimentation Control Information containing 1) Plans for Erosion Prevention/Sedimentation Control during wet weather period (November – April); and 2) The methods and/or facilities to be used to prevent erosion and pollution created from the development both during and after construction. Site specific considerations may be incorporated. The plan shall be consistent with the specific drainage basin or sub basin plan;

~~§ 10.8.2.3~~ § 10.7.1.3.....A

n analysis of source controls as an alternative method to control stormwater runoff, such as detention and storage techniques;

§ 10.8.2.4 § 10.7.1.4.....I

Information regarding adjacent open space;

§ 10.8.2.5 § 10.7.1.5.....I

Information describing historic localized flooding problems resulting from surface water runoff;

§ 10.8.2.6 § 10.7.1.6.....I

If required by the District, information regarding the design and construction of a detention and drainage system that ensures offsite impacts caused by the development will be mitigated; and

§ 10.8.2.7 § 10.7.1.7.....F

Facilities developed onsite shall be constructed in a manner consistent with basin wide or sub basin drainage management plans.

§ 10.9 § 10.8.....B

ond. The District may request the applicant submit a Performance Bond, cashier's check, or other acceptable financial security in favor of the District to secure performance of the required obligation. The amount secured by the District shall be 100% of the improvements that will ultimately be owned by the District. Upon default, the District may perform the work or remedy violations and draw upon the posted security instrument.

§ 10.10 § 10.9.....A

Additional Information. The District may also require the applicant to provide additional information as indicated in these Rules and Regulations.

§ 10.11 § 10.10.....P

Plan Review. Site Plan, Storm Drainage, and Erosion Control Plan review and approval shall be required prior to the start of any excavation work.

§ 10.12 § 10.11.....I

Inspections. The erosion control measures shall be installed and inspected prior to the start of any excavation work. The District retains the right to require that erosion control measures be adjusted or additional measures documents be implemented in accordance with guidance, as necessary, throughout construction.

§ 10.13 § 10.12.....E

Exceptions. Exceptions to Erosion Control/Surface Water Management Permit application requirements must be documented and approved by the District. A variance to the requirements in Section 10.6 may be requested as allowed under Section 12 of these Rules and Regulations.

§ 10.14 § 10.13.....P

Permit Fees. The District shall collect a fee for the review of plans, administration, enforcement, and field inspection(s) to carry out the rules contained herein. Fees are

provided in the District's Fee Schedule.

§ 10.15 § 10.14 P

Permit Appeals. Any person aggrieved by a ruling or interpretation of the provisions of this Code in issuing a permit may submit a written appeal to the District and pay the permit appeal fee as allowed under Section 12 of these Rules and Regulations.

Discharge Regulations.

§ 10.16 § 10.15 D

Discharge to Sanitary Sewer System Prohibited. Discharge or contribution to the discharge of any stormwater or other unpolluted water is not allowed into the District's sanitary sewer system without specific approval from the District.

§ 10.17 § 10.16 D

Discharge to Public Stormwater System. Prohibited stormwater discharge activities include, but are not limited to, the following:

§ 10.17.1 § 10.16.1 I

Introduction of pollutants or waters to the public stormwater system containing pollutants or concentrations at levels equal to or in excess of those necessary to protect waters of the State;

§ 10.17.2 § 10.16.2 F

Failure to abide by the terms of any Erosion Control/Surface Water Management Permit, MS4 permit, NPDES permit, statute, administrative rule, ordinance, stipulated and final order or decree, or other permit or contract;

§ 10.17.3 § 10.16.3 D

Discharges of non-stormwater or spills or dumping of materials other than stormwater into the public storm system unless pursuant to a conditional Erosion Control/Surface Water Management Permit approved by the District and in compliance therewith;

§ 10.17.4 § 10.16.4 I

Illegal or unpermitted connection or methods of conveyance to the public stormwater system; and

§ 10.17.5 § 10.16.5 A

Any discharge that will violate federal, state, or local water quality standards.

§ 10.18 § 10.17 D

Discharge to Creeks or Drainageways. New storm drains and roof drains are not allowed to drain directly into creeks or drainageways or encroach into the buffer unless an Erosion Control/Surface Water Management Permit is obtained from the District. Encroachment into buffer areas must be approved by the District and will require

mitigation. Existing and replacement storm drains shall be constructed according to current local, county, state, and federal regulations. Non-single-family development shall provide an approved water quality facility prior to any discharge from the site to a storm drain system, a creek, or drainageway, as approved by the District.

~~§ 10.18.1~~ § 10.17.1.....S

State Discharge Limitations. State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those provided in this chapter.

~~§ 10.18.2~~ § 10.17.2.....L

Local Discharge Limitations. The District retains the right to establish by ordinance more stringent limitations or requirements on discharges if such limitations or requirements are deemed necessary to comply with this chapter.

~~§ 10.19~~ § 10.18.....P

pretreatment Facilities. The District may require that pretreatment facilities are necessary to comply with water quality standards. Before constructing or operating any pretreatment facilities within the District, an Erosion Control/Surface Water Management Permit authorizing such connection shall first be secured in writing from the District and fees paid. A variance to these requirements may be requested as allowed under Section 12 of these Rules and Regulations.

~~§ 10.20~~ § 10.19.....P

Plans, Specifications, and Construction.

~~§ 10.20.1~~ § 10.19.1.....T

The District may require plans, specifications, and other information relating to the construction or installation of pretreatment facilities.

~~§ 10.20.2~~ § 10.19.2.....P

pretreatment facility construction and installation shall not commence until written approval of plans and specifications by the District is obtained.

~~§ 10.20.3~~ § 10.19.3.....E

Every facility for the pretreatment and handling of surface water discharged from non-single family residential development sites shall be constructed in accordance with approved plans and specifications.

~~§ 10.20.4~~ § 10.19.4.....T

The applicant shall notify the District when the facility is ready for final construction inspection. The inspector shall then inspect the facility construction. If such construction meets the previous permit requirements, a pretreatment facility approval shall be issued.

~~§ 10.21~~ § 10.20 F

ility Operations and Maintenance Agreement. The District may require an Operations and Maintenance Agreement for pretreatment facilities. This agreement may set forth operations and maintenance, sampling, access, and other requirements. This agreement will provide for District access to inspect the facility. This agreement will be recorded in the County records against the affected property.

~~§ 10.22~~ § 10.21 E

xpense to Owner. Every facility for the pretreatment and handling of surface water discharged shall be installed, maintained, and repaired at the expense of the facility owner discharging the surface water. The owner shall be responsible for maintaining and repairing pretreatment facilities using BMPs, as determined by the District or authorized representative

~~§ 10.23~~ § 10.22 S

ampling and Monitoring Facility. A person constructing a pretreatment facility, as required by the District, shall also install and maintain, at the expense of the facility, a suitable sampling access point for checking and investigating the discharge from the pretreatment facility to the public storm system. The sampling point shall be in accordance with specifications approved by the District.

~~§ 10.24~~ § 10.23 S

ampling. Samples discharged into the public surface water system shall be representative of the use and shall be taken after treatment, if any, and before dilution by other water. The sampling method shall be one approved by the District and in accordance with best engineering practices. All sample analysis shall be performed in accordance with the procedures set forth in 40 CFR Part 136, as amended.

~~§ 10.25~~ § 10.24 R

eporting Requirements. The District may require the permit holder to submit a compliance report indicating the quantity and quality of surface water discharge, the need for pretreatment to comply with applicable standards, and the operation and maintenance schedule of the pretreatment facility.

~~§ 10.26~~ § 10.25 I

nspection and Right-of-Entry. The District or authorized representatives may inspect the monitoring facilities of any permittee to determine the compliance with the requirements of these Rules and Regulations. The discharger shall allow the District or authorized representatives to enter upon the premises at any reasonable hour for the purpose of inspection, sampling, or records examination. The District shall also have the right to install on the User's property such devices as are necessary to conduct sampling, inspection, compliance, monitoring, and/or metering operations. The right of entry includes, but is not limited to, access to those portions of the premises that contain facilities for sampling, measuring, treating, transporting, or otherwise handling surface water and storing records, reports, or other related documents.

~~§ 10.27~~ § 10.26 D
ischarge to Storm Drain Facility. An Erosion Control/Surface Water Management Permit is required to discharge or drain to any storm drain facility, including but not limited to pipes, streets, ditches, streams, pollution reduction manholes, and detention facilities, whether constructed or natural. Before discharging or draining to any storm drain facilities within the District, an Erosion Control/Surface Water Management Permit authorizing such discharge shall first be secured in writing from the District and fees paid.

~~§ 10.27.1~~ § 10.26.1 T
he District may require plans, specifications, and other information relating to the construction or installation of storm drain facility connections.

~~§ 10.27.2~~ § 10.26.2 S
orm drain facility connections construction and installation shall not commence until a written permit and approval of plans and specifications by the District is obtained.

~~§ 10.27.3~~ § 10.26.3 E
very storm drain facility connection shall be constructed in accordance with approved plans and specifications and shall be installed, maintained, and repaired at the expense of the facility owner connecting to a storm drainage facility.

~~§ 10.27.4~~ § 10.26.4 T
he applicant shall notify the District when the connection is ready for inspection.

~~§ 10.27.5~~ § 10.26.5 A
fter the applicant has notified the District that the connection construction is ready for inspection, the inspector shall inspect the connection construction therein, and, if such construction meets the previous requirement as approved in the permit, a connection approval shall be issued.

Erosion Control and Environmental Protection

~~§ 10.28~~ § 10.27 E
rosion Control and Environmental Protection. This Section provides for the regulation of erosion and pollution control to maintain and protect water quality and natural resources in accordance with federal, state, and local water quality standards. Nothing in this section shall relieve any person from obligation to comply with the regulations or permits of any federal, state, or local authority.

~~§ 10.29~~ § 10.28 G
eneral Policy.

§ 10.29.1 § 10.28.1.....T
o comply with water quality standards set forth in OAR 340-041, it is the District's policy to prevent erosion and eliminate or reduce the amount of sediment and other pollutants reaching the public storm and surface water system.

§ 10.29.2 § 10.28.2.....T
he provisions of this Section apply during construction and until permanent erosion and pollution control measures are in place following construction as described herein, unless otherwise noted.

§ 10.29.3 § 10.28.3.....T
his Section is intended to regulate construction activities and other activities that accelerate erosion. It is the District's policy to require temporary and permanent measures for all construction projects to lessen the adverse effects of site alteration on the environment.

§ 10.30 § 10.29.....E
rosion Control Requirements.

§ 10.30.1 § 10.29.1.....W
here the District determines that erosion control facilities are necessary to comply with water quality standards, an Erosion Control/Surface Water Management Permit shall be required for construction and operation of such facilities. Before constructing any erosion control facilities within the District, an Erosion Control/Surface Water Management Permit authorizing such facilities shall first be secured in writing from the District and fees paid. Erosion control facilities and measures shall meet requirements of the current ~~Clackamas County Water Environment Services Erosion Prevention Planning and Design Control Manual~~ District's Design and Construction Standards.

§ 10.30.2 § 10.29.2.....T
he permittee or owner is responsible for the cost of installation, maintenance, and repair of all erosion control facilities required by an Erosion Control/Surface Water Management Permit, including both temporary and permanent facilities, as applicable.

§ 10.30.3 § 10.29.3.....T
he permittee or owner shall use BMPs, as determined by the District or Authorized designee.

§ 10.30.4 § 10.29.4.....N
o visible or measurable erosion shall leave the property during any construction or other erosion accelerating activity. The permittee/owner, along with any person who causes such visible or measurable erosion,

shall be responsible for cleanup, damages, and fines. Cleanup responsibilities may involve, but are not limited to, public facilities, resources, and areas impacted by a project including, but not limited to, creeks, drainageways, wetlands, catch basins, storm drains, and sensitive areas.

~~§ 10.30.5~~ § 10.29.5.....P

Plans, Specifications, and Construction. In addition to the requirements of Section 1.10, the District may require plans, specifications, and other information relating to the construction or installation of erosion control facilities or restoration plans. Erosion control facility construction and installation shall not commence until the permittee receives the District's written approval of erosion control plans and specifications. All erosion control facilities shall be constructed in accordance with approved plans and specifications.

~~§ 10.30.6~~ § 10.29.6.....I

Inspection. The erosion control facilities and measures necessary to meet the requirements of this subsection shall be installed by the owner and shall be inspected by the District prior to the start of any construction activity. The owner shall notify the District when the erosion control facility is ready for final construction inspection. The District's inspector shall then inspect the facility construction prior to final approval.

~~§ 10.31~~ § 10.30.....M

Maintenance.

~~§ 10.31.1~~ § 10.30.1.....M

Maintenance of existing facilities shall be the responsibility of the property owner or applicant.

~~§ 10.31.2~~ § 10.30.2.....T

The permittee or owner shall maintain the erosion control facilities and use BMPs in conformance with the approved erosion control plan.

~~§ 10.31.3~~ § 10.30.3.....I

If adequate maintenance is not performed, the maintenance standards and schedule shall be reviewed and enforced by the District and the owner or permittee shall be responsible to the District for costs incurred.

~~§ 10.31.4~~ § 10.30.4.....W

Where an erosion control plan is not effective or sufficient as determined by the District through a site inspection, the District may issue a stop work order and the permittee or owner shall be required to submit a revised plan to the District. Upon approval of the revised plan by the District, the permittee or owner shall immediately implement the additional facilities and

techniques of the revised plan.

§ 10.31.5 § 10.30.5..... I

n cases where erosion is occurring in violation of these Rules and Regulations, the District may require the owner/permittee to install interim control measures prior to submittal of the revised erosion control plan.

§ 10.32 § 10.31..... D

eposit of Sediment. No person shall drag, drop, track, or otherwise place or deposit, or permit to be deposited, mud, dirt, rock, or other such debris on a public street or into any part of the public storm and surface water system or any part of a private storm and surface water system that drains or connects to the public stormwater and surface water system. Any such deposit or material shall be immediately removed using hand labor or mechanical means. No material shall be washed or flushed into any part of the storm and surface water system without erosion control measures installed to the satisfaction of the District. Failure to comply with this Section shall be a violation.

§ 10.33 § 10.32..... C

onstruction Stormwater Permitting; NPDES Permit. As discussed in subsection 10.4.1, any person conducting construction activity disturbing up to one (1) five (5) acres shall obtain a District permit. Any person conducting construction activity disturbing five (5) or more acres of land shall obtain an NPDES Stormwater Discharge Permit issued by DEQ. Within Clackamas County, DEQ has authorized Clackamas County WES to administer those permits.

§ 10.34 § 10.33..... D

ust Control. Dust and other particulate matters containing pollutants that settle on property or are carried to surface waters though rainfall or other means shall be minimized to the maximum extent practicable, utilizing all measures necessary, including but not limited to:

§ 10.34.1 § 10.33.1..... S

prinkling with water haul and access roads and other exposed dust producing areas;

§ 10.34.2 § 10.33.2..... E

stablishing temporary vegetative cover;

§ 10.34.3 § 10.33.3..... P

lacing wood chips or other effective mulches on vehicle and pedestrian use areas;

§ 10.34.4 § 10.33.4..... M

aintaining the proper moisture conditions on all fill surfaces;

§ 10.34.5 § 10.33.5..... P

re-wetting cut and borrow area surfaces; and

~~§ 10.34.6~~ ~~§ 10.33.6~~ U

sing of covered haul equipment.

Water Quality Maintenance.

~~§ 10.35~~ ~~§ 10.34~~ C

onstruction of New Facilities. Construction of new water quality facilities between stream banks shall be pursuant to permits issued by jurisdictional state and federal agencies (i.e., the United States Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL)) and applicable regulations.

~~§ 10.36~~ ~~§ 10.35~~ P

ollutants. Pollutants in the DEQ current toxics standards identified in OAR 340-041, such as, but not limited to, fuels, lubricants, asphalt, concrete, bitumens, raw sewage, other harmful materials, and trash or debris, shall not be discharged into rivers, streams, impoundments, wetlands, sensitive areas, undisturbed buffers, or any storm drainage system or at such proximity that the pollutants flow to these watercourses.

~~§ 10.37~~ ~~§ 10.36~~ A

Alterations. The withdrawal of water from a stream, impoundment, wetland, or sensitive area shall not result in the alteration or further degradation of the temperature or water quality of the waterbody in violation of OAR-340-041.

~~§ 10.38~~ ~~§ 10.37~~ C

onstruction Activities. All sediment-laden water from construction activities shall be routed through sedimentation basins, filtered, or otherwise treated to remove the sediment load before the water is discharged into the surface water system.

Natural Resource Protection.

~~§ 10.39~~ ~~§ 10.38~~ F

ish and Wildlife Habitat. Construction activities shall be done in a manner that minimizes adverse effects on wildlife and fishery resources pursuant to the requirements of local, state, and federal agencies charged with wildlife and fish protection.

~~§ 10.40~~ ~~§ 10.39~~ S

ensitive Areas. An Erosion Control/Surface Water Management Permit is required for activities disturbing sensitive areas that would affect water quality by altering or affecting sensitive areas and associated buffers. These activities include, but are not limited to:

~~§ 10.40.1~~ ~~§ 10.39.1~~ L

andscaping;

~~§ 10.40.2~~ ~~§ 10.39.2~~ C

onstruction activities;

§ 10.40.3§ 10.39.3..... T
ree cutting;

§ 10.40.4§ 10.39.4..... V
egetation removal; and

§ 10.40.5§ 10.39.5..... S
treambank restoration.

§ 10.41§ 10.40..... S
ensitive Areas include:

§ 10.41.1§ 10.40.1..... E
xisting or created wetlands, including all mitigated wetlands; limits defined by wetlands reports approved by the USACE, DSL, and the District;

§ 10.41.2§ 10.40.2..... R
ivers, streams, springs, sloughs, swamps, creeks; limits defined by the top of the bank or first break in a slope measured upland from the mean high-water line;

§ 10.41.3§ 10.40.3..... I
mpoundments (lakes and ponds); limits defined by the top of the bank or first break in slope measured upland from the mean high water line;

§ 10.41.4§ 10.40.4..... S
ensitive areas delineated on the map maintained by the District in its Geographic Information System (GIS).

§ 10.41.5§ 10.40.5..... S
ensitive areas, for the purposes of this chapter, do not include water quality facilities, such as constructed wetlands or the undisturbed buffers adjacent to sensitive areas.

§ 10.42§ 10.41..... S
tudy Requirements. An approved study may be required by the District to identify areas on the parcel that are, or may be, sensitive areas when, in the opinion of the District:

§ 10.42.1§ 10.41.1..... A
n area or areas on a parcel may be classified as a sensitive area; or

§ 10.42.2§ 10.41.2..... T
he parcel has been included in an inventory of sensitive areas adopted by the District and more site-specific identification of the boundaries is needed.

~~§ 10.43 Undisturbed Buffer Required. New development or a division of land adjacent to sensitive areas shall preserve and maintain an undisturbed buffer wide enough to~~

protect the water quality function of the sensitive area. The undisturbed buffer is a facility required to prevent damage to the sensitive area caused by the development. An undisturbed buffer will be required in areas with any slope adjacent to sensitive areas. Undisturbed buffer widths are specified in the table below

Table 10-19

Sensitive Area	Upstream Drainage Area	Width of Undisturbed Buffer
Intermittent Creeks, Rivers, Streams	Less than or equal to 50 acres	25 feet
Intermittent Creeks, Rivers, Streams	Greater than 50 acres	35 feet
Perennial Creeks, Rivers, Streams	Any upstream area	35 feet
Wetlands, Lakes (natural), and Springs.	Any drainage	35 feet
Willamette River	Any drainage	35 feet (from normal high water*)

* Normal High Water is the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape.

§ 10.44 § 10.42 M

aintenance of Undisturbed Buffer. Undisturbed buffers shall be protected, maintained, enhanced, or restored as follows:

§ 10.44.1 § 10.42.1 A

n Erosion Control/Surface Water Management Permit is required for all construction activities in the buffer greater than 250 square feet. The disturbance area is calculated by multiplying the width of undisturbed buffer area by the length of the parcel adjacent to the sensitive area shown above.

§ 10.44.2 § 10.42.2 U

ncontained areas of hazardous materials as defined by DEQ are prohibited in the buffer.

§ 10.44.3 § 10.42.3 V

egeative cover native to the region shall be maintained, enhanced, or restored, if disturbed in the buffer.

§ 10.44.4 § 10.42.4 O

nly native vegetation shall be used to enhance or restore the buffer.

§ 10.44.5 § 10.42.5 I

nvasive non-native vegetation may be removed from the buffer and replaced with native vegetation.

§ 10.45 § 10.43 U

ndisturbed Buffer Measurements. Starting points for undisturbed buffer measurements

from the sensitive area begin at:

~~§ 10.45.1~~ ~~§ 10.43.1~~ T
the edge of a DSL-approved wetland delineation area;

~~§ 10.45.2~~ ~~§ 10.43.2~~ T
the edge of the top of the bank or first break in slope measured upland from the Ordinary High Water Mark of rivers, streams, sloughs, swamps, and creeks; and

~~§ 10.45.3~~ ~~§ 10.43.3~~ T
the edge of the top of the bank or first break in slope measured upland from the mean high-water line of impoundments (lakes and ponds).

~~§ 10.45.4~~ ~~§ 10.43.4~~ T
the District maintains a map in its GIS that delineates the buffer areas applicable to the District based on the buffer area widths specified above.

~~§ 10.46~~ ~~§ 10.44~~ E
ncroachment Mitigation. Where no reasonable and feasible option exists for not encroaching within the minimum undisturbed buffer, such as at a road crossing or where topography limits options, then onsite mitigation on the intrusion of the buffer will be based on a ratio of 1.5 to 1. A variance to this requirement may be requested as allowed under Section 12 of these Rules and Regulations.

~~§ 10.46.1~~ ~~§ 10.44.1~~ A
ll encroachments into the buffer, except those listed in Section 10.45, require written approval from the District.

~~§ 10.46.2~~ ~~§ 10.44.2~~ T
he District shall mail notice of its decision to grant or deny approval to the applicant and to owners of property within 250 feet of the affected property.

~~§ 10.47~~ ~~§ 10.45~~ U
ndisturbed Buffer – Exceptions. No construction activities or other activities shall be allowed that otherwise detract from the water quality protection provided by the buffer, as required by federal, state, and local regulations, except as allowed by the District in the following situations:

~~§ 10.47.1~~ ~~§ 10.45.1~~ A
road crossing the undisturbed buffer to provide access to the sensitive area or across the sensitive area, provided any impacts to the buffer area, including conveyance and fish passage impacts, are addressed with a restoration plan or mitigation plan approved by the District.

~~§ 10.47.2~~ ~~§ 10.45.2~~ U
tility construction or approved plans by a governmental agency or public

utility subject to Public Utility Commission regulation, providing the buffer is restored and a restoration plan approved by the District.

~~§ 10.47.3~~ ~~§ 10.45.3~~.....A

walkway or bike path not exceeding eight (8) feet in width, only if it is part of a regional system of walkways and trails managed or adopted by a public agency.

~~§ 10.47.4~~ ~~§ 10.45.4~~.....A

pervious walkway or bike path, not exceeding eight (8) feet in width that does not provide access to the sensitive areas or across the sensitive areas. If the walkway or bike path is impervious, then the buffer must be widened by the width of the path. The average distance from the path to the sensitive area must be at least 60% of the total buffer width. At no point shall a path be constructed closer than ten feet from the boundary of the sensitive area, unless approved by the District.

~~§ 10.47.5~~ ~~§ 10.45.5~~.....M

measures to remove or abate hazards, nuisances, or fire and life safety violations.

~~§ 10.47.6~~ ~~§ 10.45.6~~.....A

homeowner that takes measures to protect property from erosion, such as protecting riverbanks from erosion, within limits allowed by federal, state, and local regulations. Permits may be required for these property protection activities.

~~§ 10.47.7~~ ~~§ 10.45.7~~.....T

The undisturbed buffer shall be left in a natural state. Gardens, lawns, or other landscaping shall use vegetation identified in the Oak Lodge Water Services District Plant List, except with a plan approved by the District. The proposal shall include information to demonstrate that improvement and maintenance of improvements will not be detrimental to water quality. Existing landscaping/vegetation and activities to maintain existing landscaping within the undisturbed buffer is allowed, unless identified on the Required Eradication List contained in the Oak Lodge Water Services District Plant List.

~~§ 10.48~~ ~~§ 10.46~~.....T

Tree Replacement within Undisturbed Buffer. Existing trees within the undisturbed buffer or riparian area are encouraged to remain in place. If a tree is removed from the buffer area the following conditions apply.

~~§ 10.48.1~~ ~~§ 10.46.1~~.....A

Any trees removed a diameter at breast height (DBH) of at least 3-inches shall be replaced at a ratio of 4:1 (four trees planted for every one removed)

within a time frame, location(s), and species identified in the approved site restoration plan.

~~§ 10.48.2~~ § 10.46.2.....A

n Erosion Control/Surface Water Management Permit shall first be secured from the District if the tree removal activity causes ground disturbance greater than 250 square feet.

~~§ 10.48.3~~ § 10.46.3.....T

rees removed by or requiring removal as a result of natural causes (e.g., windstorm, disease (requires report from Certified Arborist to validate and document disease), or wildlife activities) do not have to be replaced.

~~§ 10.48.4~~ § 10.46.4.....T

ypes of trees allowed for replacement are those identified in the Oak Lodge Water Services District Plant List, except as allowed in a plan approved by the District.

~~§ 10.48.5~~ § 10.46.5.....A

variance to the requirements of this subsection may be requested as allowed under Section 12 of these Rules and Regulations.

~~§ 10.49~~ § 10.47.....L

ocation of Undisturbed Buffer. The District may require that the buffer be fenced, signed, delineated, or otherwise physically set apart from other parcels or areas of parcels that will be developed. In any new development or redevelopment, the undisturbed buffer shall be contained in a tract and shall not be a part of any parcel to be used for the construction. The District reserves the right to require separate tracts for undisturbed buffers; however, conservation easements will be considered and allowed if the developer can demonstrate that restrictions for activities on the parcel will protect the resource associated with the buffer. Restrictions may include permanent signage, fencing, documentation with the title of the property, or other methods approved by the District.

~~§ 10.50~~ § 10.48.....P

Plans, Specifications, and Construction.

~~§ 10.50.1~~ § 10.48.1.....I

n addition to requirements in Section 1.10 the District may require additional plans, specifications, and other information relating to construction within, variances from, and restoration of buffers. Construction and restoration shall not commence until written approval of plans and specifications by the District is obtained and shall occur in accordance with approved plans and specifications.

~~§ 10.50.2~~ § 10.48.2.....T

he applicant shall notify the District when the facility is ready for final construction inspection. The inspector shall then inspect the facility construction therein.

~~§ 10.51~~ § 10.49 H
azardous Chemicals, Pesticides, Fertilizers.

~~§ 10.51.1~~ § 10.49.1
The use of hazardous chemicals including, but not limited to, pesticides (including insecticides, herbicides, defoliants, and soil sterilants) and fertilizers must strictly adhere to federal, state, and local regulations.

~~§ 10.51.2~~ § 10.49.2
All hazardous chemicals that are delivered to or stored at the job site during construction, restoration, or maintenance activities shall be stored, covered, and protected from the weather. None of the materials shall be exposed during storage. Hazardous chemicals shall be disposed of in such a manner that pollution of soil, groundwater, surface water, or air does not occur. In no case shall hazardous materials be disposed of in drainageways.

Additional Surface Water Management Standards.

~~§ 10.52~~ § 10.50 P
urpose. This Article provides for additional treatment design, water quality, water quantity, and natural resource protection standards.

~~§ 10.53~~ § 10.51 G
eneral Standards.

~~§ 10.53.1~~ § 10.51.1
All development shall be planned, designed, constructed, and maintained to:

~~§ 10.53.1.1~~ § 10.51.1.1 P
rotect and preserve existing streams, creeks, natural drainage channels and wetlands and to meet state and federal requirements;

~~§ 10.53.1.2~~ § 10.51.1.2 P
rotect property from flood hazards identified by the District;
and

~~§ 10.53.1.3~~ § 10.51.1.3 P
rovide records or show on District stormwater studies a system by which storm/surface water within the development will be controlled without causing damage or harm to the natural environment, property, or persons.

§ 10.53.2 § 10.51.2.....
All stream crossings must be approved by USACE, DSL, Clackamas County, and other authorized federal, state, and local agencies.

§ 10.53.3 § 10.51.3.....
In the event a development or any part thereof is traversed by any water course, channel, stream or creek, gulch or other natural drainage channel, adequate easements for purposes of surface water drainage maintenance shall be provided to the District. This does not imply a maintenance obligation by the District.

§ 10.53.4 § 10.51.4..... C
channel obstructions are not allowed except with District written approval.

§ 10.53.5 § 10.51.5..... F
facilities developed on site, including flow discharge from site, shall be constructed in a manner consistent with the *OLWSD Surface Water Master Plan*.

§ 10.53.6 § 10.51.6..... A
All storm conveyance pipes, vaults, detention facilities, or other water quality or quantity facilities shall be built to specifications of the District.

§ 10.53.7 § 10.51.7..... A
All surface water facilities shall be constructed per specifications of the District.

§ 10.53.8 § 10.51.8..... I
Inspection of surface water facilities and approval of shop drawings shall be provided by the developer's engineer.

§ 10.53.9 § 10.51.9..... F
Following completion of construction, the engineer shall submit a document, stamped by a professional engineer, indicating all surface water systems have been inspected and installed per approved plans and approved changes.

§ 10.53.10 § 10.51.10..... M
Maintenance is required for all onsite surface water facilities. The maintenance program must be approved by the District. The District may require a recorded Operations and Maintenance Agreement for onsite facilities.

§ 10.53.11 § 10.51.11..... A
As-built plans of facilities, easements for all facilities, and approved maintenance plans shall be provided to the District upon completion of

construction. Record drawings may be substituted for as-built plans when determined appropriate by the District or authorized representative.

~~§ 10.53.12~~ § 10.51.12.....E

Each surface water system shall have adequate easements and access for construction, operation, and maintenance. A commercial or industrial User having ownership or control of onsite detention facilities shall maintain such facilities in compliance with these Rules and Regulations and provide documentation of annual maintenance.

~~§ 10.53.13~~ § 10.51.13.....S

All surface water facilities shall be maintained as needed and as approved by the District. Proof of maintenance shall be annually submitted in accordance with a schedule approved by the District. If the facility is not maintained, the District may perform the inspection, maintenance, and documentation and charge the owner of the facility.

~~§ 10.53.14~~ § 10.51.14.....S

Site plans, grading plans, storm drainage plans, and associated calculations must be stamped and signed by a professional engineer licensed by the State of Oregon and meet the standards of the District. The District may waive this requirement upon request of a variance under Section 12.

~~§ 10.53.15~~ § 10.51.15.....P

Permittees or owners shall provide a performance bond or other surety acceptable to the District prior to recording of the plat for residential developments or the issuance of building permits for commercial or industrial developments. The amount of the performance bond shall be in the amount of 100% of the permittee's engineer's cost estimate for all approved but uncompleted surface water and buffer improvements.

~~§ 10.53.16~~ § 10.51.16.....A

A maintenance bond shall be provided to the District prior to release of the performance bond. The maintenance bond shall be in favor of the District, in the amount of 25 percent of the actual construction cost, for a period of one year from the date of final District inspection and acceptance of all completed buffer mitigation and public surface water facilities. During construction and the guarantee period, the District may perform work if the owner fails to do so and charge the Bond. At the end of the one-year guarantee period, if no replacement work is required by the final inspection, the residual bond amount shall be released and remitted to the owner. If replacement work is required, the District may extend the bond term by one year. Nothing herein shall limit the owner's responsibility for repair and maintenance to the amount of the bond.

~~§ 10.53.17~~ ~~§ 10.51.17~~.....T
The permittee or owner is responsible for complying with federal, state, and local regulations.

~~§ 10.53.18~~ ~~§ 10.51.18~~.....A
All developments and redevelopments shall provide water quantity, water quality, and infiltration systems to meet requirements of Section 10.22.

~~§ 10.53.19~~ ~~§ 10.51.19~~.....D
Development projects shall not be phased or segmented in such a manner to avoid the requirements of these Rules and Regulations.

~~§ 10.54~~ ~~§ 10.52~~.....O
Onsite Detention Design Criteria. All onsite detention facilities shall be constructed in accordance with the District's Design and Construction Standards.

Water Quality Standards.

~~§ 10.55~~ ~~§ 10.53~~.....R
Required Water Quality Facilities. All new developments and re-developments shall provide on-site water quality facilities, as required by the District. Water quality facilities shall be designed to capture and treat the first 1-inch of stormwater runoff from a 24-hour storm event.

~~§ 10.56~~ ~~§ 10.54~~.....A
Acceptable Systems. Accepted types of vegetated treatment facilities include vegetated swales, filter strips, constructed wetlands, wet ponds, and extended dry detention ponds. Alternative systems may be used with approval by the District and shall be designed to provide equivalent treatment as is provided with a vegetated system, as described in the ~~latest City of Portland Stormwater Management Manual~~District's Design and Construction Standards.

§ 11 ENFORCEMENT

§ 11.1 Purpose. This section provides procedures to enforce the District's Rules and Regulations including all applicable rules, regulations, permits, orders, and any other related or future requirements of water, sewer, and watershed protection management. Pretreatment and Discharge violations are governed by the Discharge Enforcement Rules and Regulations.

§ 11.2 Violations and Civil Penalties. The District may impose civil penalties including, but not limited to, stop work orders, fines, or modification or revocation of a permit and/or cessation of services or seek an injunction or other relief provided by law when any User or person violates any condition or provision of these Rules and Regulations, any rule or regulation adopted thereunder, any permit or order issued or otherwise enforceable by the District, or any other federal or state regulations or administrative rules.

§ 11.3 Objectives. The goal of enforcement is to:

§ 11.3.1 Obtain and maintain compliance with applicable federal and state statutes or administrative rules and the District's NPDES permits, Rules and Regulations, and orders;

§ 11.3.2 Protect the public health and the environment;

§ 11.3.3 Deter future violators and violations; and

§ 11.3.4 Ensure appropriate and consistent enforcement.

§ 11.4 Classes of Violation. The District shall address all documented violations in order of seriousness at the most appropriate level of enforcement necessary, taking into account the circumstances of each violation. The violators who do not comply with initial enforcement action shall be subject to increasing levels of enforcement until compliance is achieved. There are three levels of violation: Class I, Class II, and Class III.

§ 11.4.1 Class I. Any violation that poses a major risk of harm to public health or the environment or violation of any compliance schedule contained in a District permit or a District order, including but not limited to:

§ 11.4.1.1 Violation of these Rules and Regulations;

§ 11.4.1.2 Violation of a District order or approved plan;

§ 11.4.1.3 Intentional unauthorized discharges;

§ 11.4.1.4 Negligent spills or discharges that pose a major risk of harm to public health or the environment;

§ 11.4.1.5 Discharge of waste to surface waters without first obtaining a National Pollutant Discharge Elimination System Permit;

§ 11.4.1.6 Failure to immediately notify the District of a spill or upset condition that results in an unpermitted discharge to public waters that poses a major risk of harm to public health or the environment;

§ 11.4.1.7 Violation of a permit compliance schedule;

§ 11.4.1.8 Failure to provide access to premises or records;

§ 11.4.1.9 Any other violation related to water quality which poses a major risk of harm to public health or the environment; or

§ 11.4.1.10 Two Class II violations, or one Class II and two Class III violations, or three Class III violations.

§ 11.4.2 Class II. Any violation which poses a moderate risk of harm to public health or the environment, including but not limited to:

§ 11.4.2.1 Violation of these Rules and Regulations;

§ 11.4.2.2 Violation of a District order or approved plan;

- § 11.4.2.3 Waste discharge permit limitation violations that pose a moderate risk of harm to public health or the environment;
- § 11.4.2.4 Negligent spills that pose a moderate risk of harm to public health or the environment;
- § 11.4.2.5 Failure to submit a report or plan as required by permit or license; or
- § 11.4.2.6 Any other violation related to water quality that poses a moderate risk of harm to public health or the environment.

§ 11.4.3 Class III. Any violation that poses a minor risk of harm to public health or the environment, including but not limited to:

- § 11.4.3.1 Violation of these Rules and Regulations;
- § 11.4.3.2 Violation of a District order or an approved plan;
- § 11.4.3.3 Negligent spills or discharges that pose a minor risk of harm to public health or the environment;
- § 11.4.3.4 Violation of a waste discharge permit limitation that poses a minor risk of harm to public health or the environment;
- § 11.4.3.5 Any other violation related to water quality that poses a minor risk of harm to public health or the environment.

Procedure for Enforcement.

§ 11.5 Inspection, Entry, and Sampling.

§ 11.5.1 Authorized District representatives may inspect the property and facilities of any owner to determine compliance with the requirements of these Rules and Regulations. The person shall allow the District, or its authorized representatives, to enter upon the premises at all reasonable hours for the purpose of inspection, sampling, or records examination.

§ 11.5.2 The District shall also have the right to set up on the owner's property such devices as are necessary to conduct sampling, inspection, compliance, monitoring and/or metering operations. The right of entry includes, but is not limited to, access to those portions of the premises that contain facilities for sampling, measuring, treating, transporting, or otherwise addressing sewage or stormwater and storing records, reports, or other related documents.

§ 11.5.3 The District is authorized to conduct inspections and take such actions as required to enforce any provisions of these Rules and Regulations, or any permit issued pursuant to these Rules and Regulations, whenever the General Manager has reasonable cause to believe there exists any violation of these Rules and Regulations. If the premises are occupied, credentials shall be presented to the occupant and entry requested. If the

premises are unoccupied and no permit has been issued, the District shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused in either case, the District shall have recourse to the remedies provided by law to secure entry.

§ 11.5.4 Where feasible, inspections shall occur at reasonable times of the day. If a permit has been issued and the owner or their representative is at the site when the inspection is occurring, the General Manager or authorized representative shall first present proper credentials to the owner or their representative. The owner or person having charge or control of the premises shall allow the General Manager or the General Manager's authorized representative, agents, and contractors to:

§ 11.5.4.1 Enter upon the property where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of a permit;

§ 11.5.4.2 Have access to and copy any records that must be kept under the conditions of a permit;

§ 11.5.4.3 Inspect at reasonable times the property, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required by the Rules and Regulations or under a permit; and

§ 11.5.4.4 Sample or monitor at reasonable times, for the purpose of assuring permit compliance with the Rules and Regulations, or as otherwise authorized by local or state law, any substances or parameters at any location.

This subsection is subject to the abatement provision in Section 11.19.

§ 11.6 Notice of Non-Compliance (NON). After identifying a violation, the District may issue a Notice of Noncompliance that:

§ 11.6.1 Informs a person of the existence of a violation, the actions required to resolve the violations, and the consequences of continued non-compliance. The NON may specify the time by which compliance is to be achieved and that the need for formal enforcement action will be evaluated

§ 11.6.2 Is issued under the direction of the General Manager;

§ 11.6.3 May be issued for all classes of documented violations; and

§ 11.6.4 Is consistent with the objectives in Section 11.3.

§ 11.6.5 The NON may be in the form of a phone call followed by a Compliance Telephone Memorandum. The NON will require the violator to provide a

written report within five (5) business days that details the event, the steps taken to correct the problem, and the steps to prevent future events.

§ 11.7 Informal Resolution. The District shall attempt to resolve violations and solicit compliance with education and technical assistance, especially with parties who are unlikely to have knowledge of regulatory requirements. Generally, violators will be given an initial period to correct the violation based on the educational materials and technical assistance provided by District staff. Informal resolution shall include the following efforts:

§ 11.7.1 Education through a discussion of the violated regulation and the facility's need to come into compliance.

§ 11.7.2 Technical assistance that includes sharing of program materials, referrals to other agencies or contractors, and guidance on best management practices ("BMPs") that should be used. Technical assistance should seek to provide the violator with options, when options are available.

§ 11.7.3 Oral notice that explains the nature of the violation and a time frame for remedy. Resolution of the violation should always be verified by a submittal from the violator proving the violation is remedied, windshield surveys, site visits, or records checks.

§ 11.8 Oral Notices. All oral notices shall be given in person to the appropriate facility personnel. All instructions or requested remedies shall be oral, presented by phone or in person, to the appropriate facility manager and/or property owner to enhance conformance with the remediation instructions. Written documentation of these instructions shall be forwarded to the facility manager upon request. All oral notices of violation shall be recorded in the District's Work Order database.

§ 11.9 Notice of Violation (NOV); Exceptions.

§ 11.9.1 Except as otherwise provided, prior to the assessment of any civil penalty the District shall serve a notice of violation upon the owner (or Respondent) that:

§ 11.9.1.1 Is served, either personally, by office or substitute service as those terms are defined in the Oregon Rules of Civil Procedure, or by certified or registered mail, return receipt requested, specifying the violation and stating that the District will assess a civil penalty if a violation continues or occurs after five (5) days following receipt of the notice;

§ 11.9.1.2 Shall be issued for the first occurrence of a documented Class I violation, or the repeated or continued occurrence of documented Class II or III violations where NON has failed to achieve compliance or satisfactory progress toward

compliance;

§ 11.9.1.3 Is issued under the direction of the General Manager;

§ 11.9.1.4 May include a time schedule by which compliance is to be achieved;

§ 11.9.1.5 May be issued for all classes of documented violations; and

§ 11.9.1.6 Is consistent with the objectives in Section 11.3.

§ 11.9.2 The above notice shall not be required where the Respondent has otherwise received actual notice of the violation not less than five (5) days prior to the assessment of civil penalty. No advance notice, written or actual, shall be required if:

§ 11.9.2.1 The act or omission constituting the violation is intentional;

§ 11.9.2.2 The violation would normally not be in existence for five (5) days;

§ 11.9.2.3 The water pollution might leave or be removed from the jurisdiction of the District;

§ 11.9.2.4 Respondent received written notice with respect to any violation of the permit or order within thirty-six (36) months of the alleged violation; or

§ 11.9.2.5 The requirement to provide written notice would disqualify a state program from federal approval or delegation.

§ 11.10 Notice of Civil Penalty Assessment. In addition to any liability, duty, or other penalty provided by law, the General Manager may assess a civil penalty for any violation of the District's statutes, regulations, permits, or orders as follows:

§ 11.10.1 The District shall issue the written notice of assessment of civil penalty upon the Respondent using the procedure set forth in Section 11.9.

§ 11.10.2 The amount of any civil penalty shall be determined through the use of the matrices and formula contained in Section 11.11.

§ 11.10.3 The Notice of Civil Penalty Assessment must comply with Oregon law related to notice and contested case hearings.

§ 11.10.4 The penalty may be assessed for the occurrence of any class of documented violation, for any class of repeated or continuing documented violations, or where a person has failed to comply with a notice of violation and intent to assess a civil penalty or other order or Stipulated Final Order.

§ 11.11 Civil Penalty Procedures. No civil penalty issued by the General Manager pursuant to this matrix shall be less than one hundred dollars (\$100) or more than ten thousand dollars (\$10,000) for each day of each violation. When determining the amount of civil penalty to be assessed for any violation the General Manager shall apply the following

procedures:

§ 11.11.1 Determine the class of violation and the magnitude of violation.

§ 11.11.1.1 For each civil penalty assessed, the magnitude is moderate unless the violation is major or minor.

§ 11.11.1.2 The magnitude of the violation is major if the District finds that the violation had a significant adverse impact on human health or the environment. In making this finding, the District will consider all reasonably available information.

§ 11.11.1.3 The magnitude of the violation is minor if the District finds that the violation had no more than a de minimis adverse impact on human health or the environment and posed no more than a de minimis threat to human health or other environmental receptors. In making this finding, the District will consider all reasonably available information.

§ 11.11.1.4 Choose the appropriate base penalty (BP) based upon the above finding:

	Major	Moderate	Minor
Class I	\$5,000	\$2,500	\$1,000
Class II	\$2,000	\$1,000	\$500
Class III	\$500	\$250	\$100

§ 11.11.2..... S

tarting with the base penalty (BP), determine the amount of penalty through the application of the formula $BP + [(.1 \times BP) (P + H + E + O + R + C)]$ where:

“P” is determined by whether the Respondent has any prior significant actions relating to statutes, rules, orders, and permits pertaining to environmental quality or pollution control.	
0	if no prior significant action or there is insufficient information on which to base a finding
1	if the prior significant action is one Class II or two Class III violations
2	if the prior significant action is one Class I or equivalent
3	if the prior significant actions are two Class I or equivalents
4	if the prior significant actions are three Class I or equivalents
5	if the prior significant actions are four Class I or equivalents

6	if the prior significant actions are five Class I or equivalents
7	if the prior significant actions are six Class I or equivalents
8	if the prior significant actions are seven Class I or equivalents
9	if the prior significant actions are eight Class I or equivalents
10	if the prior significant actions are nine Class I or equivalents determining the appropriate value for prior significant actions as listed above

In determining the appropriate value for prior significant actions as listed above, the District shall reduce the appropriate factor by:

2	if all prior significant actions are greater than three years old, but less than five years old
4	if all the prior actions are greater than five years old

In making the above reductions no finding shall be less than zero (0). Any prior significant action which is greater than ten (10) years old shall not be included in the above determination.

“H” is determined by the history of the Respondent taking all feasible steps or procedures necessarily appropriate to correct any prior significant actions.

-2	if the Respondent took all feasible steps to correct any violation
0	if there is no prior history or insufficient information on which to base a finding
1	if the Respondent took some but not all feasible steps to correct a Class II or III violation
2	if the Respondent took some but not all feasible steps to correct a Class I violation
3	if no action to correct prior significant actions

“E” is the economic condition of the Respondent.

-4 to -1	if economic condition is poor, subject to any significant economic benefit gained by Respondent through non-compliance
0	if there is insufficient information on which to base a finding, the Respondent gained no economic benefit through noncompliance, or the Respondent is economically sound
2	if the Respondent gained a minor to moderate economic benefit through noncompliance
4	if the Respondent gained a significant economic benefit through noncompliance

If the District finds that the economic benefit of noncompliance exceeds the dollar value of 4, it may increase the penalty by the amount of economic gain, if the penalty does not exceed the maximum penalty allowed by rule and statute.

In any contested case proceeding or settlement in which Respondent has raised economic condition as an issue, Respondent has the burden of providing documentary evidence concerning its economic condition. In determining whether to mitigate a penalty based on economic condition, the Hearings Officer or District may consider the causes and circumstances of Respondent's economic condition.

"O" is determined by whether the violation was a single occurrence or if it was repeated or continuous during the period resulting in the civil penalty assessment.	
0	if a single occurrence
2	if repeated or continuous

"R" is determined by whether the violation resulted from an unavoidable accident, or a negligent or intentional act of the Respondent.	
-2	if it was an unavoidable accident
0	if there is insufficient information to make any other finding

2	if negligent
4	if grossly negligent
6	if intentional
10	if flagrant

"C" is determined by the Respondent's cooperativeness in correcting the violation.	
-2	if Respondent is cooperative
0	if Respondent is neither cooperative nor uncooperative or there is insufficient information on which to base a finding
2	if violator is uncooperative

In addition to the factors listed in this Section of the Rules and Regulations, the General Manager may consider any other relevant rule or statute and shall state the effect the consideration had on the penalty. On review, the Hearings Officer shall consider the factors contained in this section of the Rules and Regulations and any other relevant rule or statute.

§ 11.11.3.....P
 Petroleum Spills.

Persons causing oil spills to waters of the state within the jurisdiction of the District through intentional or negligent acts or omissions shall incur a civil penalty of not less than one hundred dollars (\$100) or more than twenty thousand dollars (\$20,000) per violation. The amount of the penalty shall be determined by doubling the values contained in the matrix in conjunction with the formula contained above. In determining whether to seek a civil penalty, the District shall consider the circumstances and enforcement efforts of other governmental agencies having jurisdiction.

§ 11.12 Memorandum of Agreement and Order (MAO). A Memorandum of Agreement and Order (MAO) is a formal enforcement action that is in the form of an agreement or consent order issued by the Board or General Manager that:

§ 11.12.1.....M
 may be negotiated between the District and the subject party prior to or after any notice set forth above;

§ 11.12.2..... S
hall be signed by the General Manager on behalf of the District and the authorized representative of the subject party; and

§ 11.12.3..... S
hall set forth action to be taken and set civil penalties. This may be issued for any class of violations.

§ 11.12.4..... O
ther Remedies. The formal enforcement action as described in these sections in no way limits the District from seeking other legal or equitable remedies in the proper court as provided by Oregon or federal law. The District is authorized to refer violations of District Rules and Regulations to the proper authorities for the investigation and enforcement of criminal matters. The name of the Respondent and the case file number or permit number;

§ 11.12.5..... T
he name and signature of the Respondent and a statement that, if acting on behalf of a partnership or corporation, the person executing the Notice of Appeal is duly authorized to file such appeal and such person is the contact representative;

§ 11.12.6..... T
he date that the Civil Penalty Assessment or other formal enforcement was received by the Respondent; and

§ 11.12.7..... T
he nature of the decision and the specific grounds for appeal.

§ 11.13 Misdemeanor Classification. Pursuant to ORS 198.600, violation of District Rules and Regulations is a Class C misdemeanor.

§ 11.14 Right to Hearing. A civil penalty shall be due and payable twenty-one (21) days after Respondent is served with the penalty notice. The decision of the General Manager to assess a civil penalty or other enforcement action or any violation pertaining to the District's statutes, regulations, permits, or orders shall be final unless the Respondent files a written Notice of Appeal and Request for Hearing with the District within twenty-one (21) days from the date of service of the notice on Respondent. The Notice of Appeal and Request for Hearing shall contain the following:

§ 11.14.1..... T
he appeal shall be limited to the issues raised in the Notice of Appeal. In the Notice of Appeal, the Respondent shall admit or deny all factual matters and shall affirmatively allege any affirmative claim and defense and reasons therefore.

§ 11.14.2.....T
The hearing shall be conducted in accordance with ORS Chapter 183. The record of the hearing shall be considered by the District or Hearings Officer, who shall enter appropriate orders including the amount of civil penalty assessed. Appeal of such orders may be taken by the Respondent as provided in Section 12.

§ 11.14.3.....N
Notwithstanding the foregoing, nothing shall be construed to prevent the District from taking any other enforcement action or remedy available.

Stop Work Order; Right of Entry.

§ 11.15 Erosion Control Violations. In addition to civil penalties described in Section § 11.11, violations may be enforced by on-site control activities to mitigate existing violations and prevent future violations to the greatest extent possible, as follows:

§ 11.15.1.....I
Initial violations will result in a written description of requirements for repair of the problem and a time period for compliance as included in the initial notice.

§ 11.15.2.....I
If the repair is not performed or violations continue, the inspector will issue a stop work order on the project that will remain in effect until the violation is repaired to the requirements stated in these Rules and Regulations;

§ 11.15.3.....I
If the violation is not remedied or the person fails to commence diligently remedying the violation within 24 hours, the District may enter upon the property to abate the violation; or

§ 11.15.4.....N
Notwithstanding anything herein to the contrary, if the District reasonably believes the violation constitutes an emergency or other circumstance requiring immediate action, the District may take reasonable and necessary remedial action with or without notice to the owner as deemed appropriate by the District considering the circumstance.

§ 11.16 Emergency Action. Notwithstanding anything herein to the contrary, if the District reasonably believes the violation constitutes an emergency or other circumstance requiring immediate action, the District may take reasonable and necessary remedial action with or without notice to the owner as deemed appropriate by the District considering the circumstance.

§ 11.17 Costs to Remedy. Any costs incurred by the District to remedy a violation shall be paid

by the owner.

§ 11.18 Additional Charges. If the required repairs are not completed within the specified time frame or if violations continue that require additional site visits, additional daily charges described in Section 11.11 will be assessed to the owner of the property.

§ 11.19 Abatement. Nothing herein shall prevent the District, following five (5) days written notice to the discharger and discharger's failure to act, from entering upon the property and disconnecting, sealing, or otherwise abating any unauthorized connection to the stormwater or system discharger violating any permit, these Rules and Regulations, or water quality standards. As part of this power, the District may perform tests upon the property to trace sources of water quantity or water quality violation.

§ 11.20 Compromise or Settlement of Civil Penalty. At any time, subsequent to service of a written notice of assessment of civil penalty, the General Manager may compromise or settle any unpaid civil penalty at any amount that the General Manager deems appropriate. Any compromise or settlement executed by the General Manager shall be final. In determining whether a penalty should be compromised or settled, the General Manager may consider the following:

- § 11.20.1.....N
ew information obtained through further investigation or provided by Respondent that relates to the penalty determination factors;
- § 11.20.2..... T
he effect of compromise or settlement on deterrence;
- § 11.20.3..... W
hether Respondent has or is willing to employ adequate means to correct the violation or maintain compliance;
- § 11.20.4..... W
hether Respondent has had any previous penalties that have been compromised or settled;
- § 11.20.5..... W
hether the compromise or settlement would be consistent with the District's goal of protecting the public health and environment as set forth in Section 11.3; and
- § 11.20.6..... T
he relative strengths or weaknesses of the District's case.

§ 11.21 Stipulated Penalties. Nothing in these Rules and Regulations shall affect the ability of the District to include stipulated penalties in an MAO or any other agreement.

§ 11.22 Appointment of Hearings Officer. For any contested case hearing, the District, through

the General Manager, may appoint a hearings officer to determine all issues.

- § 11.23 Collection of Civil Penalty. Procedures for the enforcement of the civil penalty shall be as follows:
- § 11.24 Time Limit. Any civil penalty is final unless appealed pursuant to Section 12 and may be entered as a judgment in the Circuit Court. The penalty shall be paid in full within twenty-one (21) days of the date the decision is final. Payment shall be made either in cash or by certified check made payable to the District.
- § 11.25 Relief in Circuit Court: If full payment is not made, the District may take further action for collection and/or cause service to be terminated. Alternatively, counsel for the District may, following the authorization of such action by the District, commence an action for appropriate legal and/or equitable relief in the Circuit Court.
- § 11.26 Civil Action and Other Relief. Notwithstanding the foregoing administrative hearing processes, nothing in this Subsection shall prohibit the District from commencing civil action in the Circuit Court for injunction or other relief or seeking imposition of civil penalties described above by the court.

§ 12 VARIANCES AND APPEALS

- § 12.1 Purpose. This Article provides processes for variances and appeals for meeting requirements under the Rules and Regulations.
- § 12.2 Variance Requests: Under the variance process, any person may request a variance to the requirements in these Rules and Regulations. The Board delegates to the General Manager decisions on requests for variance.

§ 12.2.1 The variance process includes a letter to the General Manager from the permittee that describes the following:

- § 12.2.1.1 A description of the project or action specific to the Rules and Regulations;
- § 12.2.1.2 A description or summary of what is required per the Rules and Regulations; and
- § 12.2.1.3 An alternate proposal that documents and describes the variance request and clearly describes the water quality and quantity equivalency to the Rules and Regulations.

§ 12.2.2 The District shall review and respond in writing to the Permittee within fourteen (14) days the decision to approve or deny a Variance Request. Should the permittee choose to appeal this decision, the formal Appeal process shall occur.

- § 12.3 Exemption Requests.

§ 12.3.1 Under the Exemption process, any person may request an exemption to

the requirements of the Rules and Regulations. The Board delegates to the General Manager decisions on requests for exemption from the District's requirements.

§ 12.3.2 The Exemption Request process includes a letter to the General Manager from the permittee that describes the following:

§ 12.3.2.1 A description of the project or action specific to the Rules and Regulations;

§ 12.3.2.2 A description or summary of what is required per the Rules and Regulations; and

§ 12.3.2.3 A clear and technical reason why an exemption would be appropriate and how providing an exemption would address water quality and quantity requirements of the Rules and Regulations.

§ 12.4 Appeals.

§ 12.4.1 Appeals to General Manager. Except for violations and enforcement matters, which are addressed in Section 11.14, any person aggrieved by a ruling or interpretation (decision) of the provisions of these Rules and Regulations may submit a written appeal to the General Manager. The appeal letter and associated fee (see District's Fee Schedule) must be submitted within fourteen (14) days after the decision is made. The appeal shall be in writing and shall set forth the events and circumstances leading to the appeal and the nature of the impact of the ruling on the appellant, together with any other reasons for the appeal. The General Manager shall make a written decision within thirty (30) days of written notification of appeal. If the appeal is broad in nature, the General Manager may refer the appeal to the Board. If the appellant chooses to appeal the decision of the General Manager or the Board, the General Manager shall appoint a hearings officer to decide the appeal.

§ 12.4.2 Hearings Officer. The hearings officer appointed pursuant to section 11.22 shall set a *de novo* hearing on the matter at which he or she will take testimony and hear arguments. The General Manager shall give notice of the time and place for the hearing to the appellant, the applicant, and all property owners within 250 feet of the subject property. The notice called for in this section shall be given by First Class mail, postage prepaid, at least fourteen (14) days in advance of the time scheduled for the hearing. Only persons who have been aggrieved by the General Manager's decision shall have standing to participate in the hearing. The hearings officer shall issue written findings and a decision on the appeal within thirty (30) days after the *de novo* hearing, with copies to the Board, all persons

who participated in the hearing, and those persons who have requested a copy.

§ 12.4.3 Circuit Court Review. Decisions of the General Manager or the Hearings Officer shall be reviewable by the Circuit Court of the State of Oregon for Clackamas County, solely and exclusively under the provisions of ORS 34.010 to 34.100.

§ 13 ADOPTION OF NEW OR AMENDED RULES AND REGULATIONS

§ 13.1 New Rules and Amendments. The Board of Directors of Oak Lodge Water Services District may promulgate new or amended rules pertaining to these rules or regulations. Such rules and regulations shall be adopted in a meeting of the governing Board of Directors by ordinance.

§ 13.2 Fee Schedule Revision. The Fee Schedule for furnishing services, installation of meters, service pipes, main extensions, etc., may be revised in the interest of the District. Any revisions to the Fee Schedule shall be adopted by the Board in accordance with Oregon law.

§ 13.3 Adoption of Revised Appendices. The Board of Directors of Oak Lodge Water Services District may adopt revisions to the appendices of these Rules and Regulations by Ordinance in a legally called meeting of the governing Board of Directors by motion duly made, seconded, and passed.

§ 14 MISCELLANEOUS PROVISIONS

§ 14.1 Severability. If any provision of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

§ 14.2 Titles Not Part of Text. Titles of chapters or sections of these Rules and Regulations are not a part of the text of the sections. The titles are for indexing and locating convenience only.

END OF DOCUMENT



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Appointment of 2022/2023 Budget Officer
Item No. 8
Date March 4, 2022, for March 15, 2022 Meeting

Summary

Each year the Board designates the Budget Officer. Staff requests that the Board appoint Finance Director, Gail Stevens, as the Budget Officer for Oak Lodge Water Services District (OLWS) for the fiscal year 2022/2023 budget.

Background

Oregon Local Budget Law ORS 294.35 to 294.565 requires each local government to have a budget officer. OLWS's Budget Officer must present a balanced budget to the Budget Committee. The Budget Officer is responsible for publishing all the notices required by Local Budget Law and is also responsible for monitoring budget expenditures during the year and notifying the governing body of the need to make any budget changes required after adoption.

Past Board Actions

In the past two years, either the Finance Director or the General Manager has been appointed as the Budget Officer.

Concurrence

The Finance Director has reviewed this recommendation with the General Manager.

Recommendation

Staff recommends the Board approve the Finance Director be designated the Budget Officer for fiscal year 2022/2023.

Suggested Board Motion

"I move to approve the Finance Director as the Budget Officer for Oak Lodge Water Services District for the fiscal year 2022/2023 budget."



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Consideration of 2022/2023 Budget Calendar
Item No. 9
Date March 4, 2022, for March 15, 2022 Meeting

Summary

Approval of the budget calendar for Oak Lodge Water Services District Budget Committee meetings for preparation of the 2022/2023 fiscal year budget.

Background

Oregon Budget Law suggests the approval of a budget schedule to allow for public notice and participation. The proposed budget schedule allows opportunity for public participation. It also provides adequate time for the Budget Committee meeting.

Recommendation

Staff recommends the Board approves the proposed budget calendar for the 2022/2023 fiscal year budget.

Suggested Board Motion

"I move to approve the proposed budget calendar for the 2022/2023 fiscal year budget."

Attachments

1. 2022/2023 Fiscal Year Budget Calendar



2022/2023 FISCAL YEAR BUDGET CALENDAR

Tuesday, April 12, 2022	Budget Committee Meeting
Thursday, April 14, 2022	Budget Committee Meeting
Thursday, April 21, 2022	Budget Committee Meeting
Tuesday, May 17, 2022	Board of Directors Meeting

All meetings will be held remotely at 6:00 p.m. unless otherwise stated.

AGENDA ITEM

Title Business from the Board
Item No. 10
Date March 15, 2022

Summary

The Board of Directors appoints District representatives from time to time to serve as liaisons or representatives of the District to committees or community groups.

Directors assigned specific roles as representatives of the District are placed on the agenda to report to the Board on the activities, issues, and policy matters related to their assignment.

Business from The Board Items Include:

- a. Individual Board Member Reports**
- b. Parking Lot**

Date Added	Item	Work Update
8/13/2019	OLWSD/Gladstone IGA	OLWSD and Gladstone have begun negotiations of the full draft IGA.

**OAK LODGE WATER SERVICES
2022 BOARD LIAISON ASSIGNMENTS**

Board/Committee	Primary Liaison	Alternate Liaison	Meeting Cadence
American Water Works Association (AWWA)	All Directors	N/A	Varies
Chamber of Commerce	Ginny Van Loo	Susan Keil	Monthly, Third Wednesday 11:45 a.m. – 1:15 p.m.
Clackamas River Water	Kevin Williams	Paul Gornick	Monthly, Second Thursday 6 p.m.
Clackamas County Coordinating Committee (C-4)	Paul Gornick	Susan Keil	Monthly, First Thursday 6:45 p.m.
Healthy Watersheds	Kevin Williams	OPEN	
Jennings Lodge CPO	Kevin Williams	Paul Gornick	Quarterly, Fourth Tuesday 6 p.m.
New Concord Task Force	Ginny Van Loo	N/A	
North Clackamas County Water Commission (NCCWC)	1: Paul Gornick 2: Kevin Williams	Susan Keil	Quarterly, Fourth Thursday (Jan, Mar, June, Sept) 5:30 p.m.
Oak Grove Community Council	Susan Keil	Paul Gornick	Monthly, Fourth Wednesday 7 p.m.
Regional Water Providers Consortium (RWPC)	Kevin Williams	Paul Gornick	3x Annually, First Wednesday 6:30 p.m.
RWPC Executive Committee	Kevin Williams	Paul Gornick	Quarterly, Second Tuesday (Jan, Apr, Sept, Dec) 5:30 p.m.
Special Districts Association of Oregon (SDAO)	All Directors	N/A	Varies
Sunrise Water Authority (SWA)	Paul Gornick	Kevin Williams	Monthly, Fourth Wednesday 6 p.m.

March 7, 2022-North Clackamas Chamber Meeting Report

Our speaker for the meeting was J. L. Wilson with PAC Council and the Oregon State Chamber of Commerce. He gave a legislative report on the results of this recent short (35 day) session.

The budget (HB 5202) was a record \$25 billion plus \$1.5 billion was state funds and 'other funds'. That all went in to the state's budget. The legislature had \$5.8 billion to dole out in this session. He said there was very little money aimed at the business community.

\$600 checks are being issued to Head of Households, \$400 million to housing, \$100 million for rural infrastructure, \$275 million to behavior or mental health and in that is \$200 million for employee retention. \$110 million to housing, \$100 million to Climate Change, \$200 million to Governor's Workforce Training, \$200 million to summer school and a \$100 million for child care.

The Leadership was supposed to be trained on overtime for Ag workers. This issue easily got into emotional policy discussions; lots of people became scarred over the discussions and thought that there could be a middle ground which did not happen. The whole thing was steamrolled through.

The Business Bill just got nickel and dime stuff. Self Service gas didn't make it, retail tax on luxury items was didn't make it but it was noted that the discussion on this issue is ongoing. HB 4141 Ban on petroleum diesel was defeated. The Corporate Activity Tax went to fiscal year and exempted prescription drugs.

A number of legislator's will not be returning. There was a bill that would have increased their salaries from approx. \$30,000 to \$60,000 and it was defeated.

His final comment was that the 35 day session is too short. No time to fix mistakes in drafting bills, no way to vet anything. There was a discussion that the short session should return to its intent of dealing with budget matters and adjustments.

That is the end of the report and the meeting ended.

Ginny Van Loo & Susan Keil

Business from the Board

Paul Gornick's Meeting Reports - March 2022

February 23, 2022 - Sunrise Water Board Meeting (remote meeting)

- Board adopted new inflation adjusted SDC rate of \$10,978 (\$10,659 with cash discount).
- Board started the 2022-2023 budget process by adopting budget calendar and appointed General Manager as the budget officer.
- Board passed resolution formally adopting the Oregon Family Leave Act as prescribed under ORS659A. While SWA presumed they have been following the act by law, legal counsel recommended formally adopting the act by policy, making it transparent to employees.
- General Manager reported the new Finance Director has been selected: Jamey Pietzold, who has been finance officer with Mercy Corps for 11 years, most recently as their finance manager for its international branch operations. He will begin at SWA on March 7th.
- A new GIS technician has been hired, and will begin work on March 28th. SWA has also posted job openings for an operator and an entry level utility worker.
- General Manager reported that the precipitation and snow depth remain at median level based on the 1991-2020 historical record.
- Two proposals for the Administration and Operations complex were received: one from Kirby Nagelhout, and one from Corp Inc. Construction (yes, that's their real name). Proposals will be reviewed by March 3rd, and revealed to the public by March 8th. At a special board meeting on March 9th, a notice of intent to award will be announced.

March 3, 2022 – Clackamas County Coordinating Committee (C4) Meeting (remote meeting)

- Meeting started with a “meet and greet” with Bridget Dazey, the Executive Director at the Clackamas Workforce Partnership. CWP is a non-profit entity that seeks to help both employers and job seekers with hiring, education, and training issues. The CWP website is here: [Working Together For a Better Clackamas - Clackamas Workforce Partnership](#)
- C4 officer elections for executive committee were held.
- Future agenda priorities were discussed. Beside the I-205 tolling issue, members felt housing needs and transit service issues should be the highest priority.
- County Legislative Liaison Chris Lyons provided a legislative update. While many concerns of the Clackamas Caucus were addressed in this short session, the bad news is that three representatives with districts in the county have chosen not to run for reelection. This has been addressed in the local media, with the primary reasons being low compensation and high time involvement.
- Meeting packet can be found here: [8b090414-315b-4521-bb5d-32d018bdbbbe \(clackamas.us\)](#)
- Video of meeting not yet posted.

March 9, 2022 – Sunrise Water Authority Special Board Meeting (remote meeting)

- Special board meeting regarding price proposals for the Armstrong Circle Administration and Operations Complex, and likely to announce notice of intent to award contract.

- Work session – presentation of concept for development of adjacent vacant Armstrong Circle parcel (SWA purchased larger parcel than needed, and have divided parcel in two: one for the Admin/Operations complex, and a second to be sold or used for other purposes).
- This liaison report submitted to Laural Casey prior to March 9th, and I will verbally report on this SWA meeting at our March 15 OLWS meeting.



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Finance Department Monthly Report
Item No. 11a
Date March 4, 2022 for March 15, 2022 Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Accounts Receivable balance shows continued improvement in several areas: a decrease of (0.70%); the average delinquent balance decreased by \$ (14), and the number of delinquent accounts decreased by 8.
- Utility bill payments were greater than February 1 billed amounts by \$10,315.
- The ECAP assisted 14 residential and 0 commercial accounts in February.

Accounts Receivable Review

The Accounts Receivable (A/R) balances as of February 28 compared to January 31 decreased by (0.70%). These are the findings:

1. A/R Balance owed to OLWSD has decreased by \$9,177, after accounting for the delta between billing cycles.

A/R Balance	12/31/2021	1/31/2022	2/28/2022
Bi-Monthly Residential	\$ 1,016,880	\$ 840,627	\$ 1,001,300
Large Meters	466,328	468,004	470,988
Total	1,483,217	1,308,631	1,472,287
Variance	101,503	(174,586)	163,656
Variance due to Cycles	(153,992)	172,828	(172,833)
Change in A/R	\$ (52,489)	\$ (1,758)	\$ (9,177)
	(3.80%)	(0.12%)	(0.70%)

2. The total number of delinquent accounts decreased by 8 accounts as of February 28, compared to January 31, 2022. Additionally, the average balance per account decreased by (3.5%) or \$ (14).

Delinquent Accounts	12/31/2021	1/31/2022	2/28/2022
Over 60 Days	\$ 238,370	\$ 225,821	\$ 214,720
Number of Accounts	599	559	551
Average Balance per Acct.	\$ 398	\$ 404	\$ 390
% Change in Ave. Balance	1.9%	1.5%	(3.5%)

3. The percentage of accounts that are current, accounts paid in full within 30 days, has increased by 0.63% compared to prior month. The shift is from all of the balance categories.

Account %	12/31/2021	1/31/2022	2/28/2022
Current	84.67%	84.78%	85.41%
30-60 Day Grace	4.40%	5.04%	4.90%
Delinquent	6.56%	6.15%	6.09%
Credit Balance	4.37%	3.70%	3.60%

Each month, the District hangs red tags for accounts in delinquent status, over 60 days past due, and with a balance over \$250. The red tag process allows 7 days for the customer to provide payment. If payment is not received, water is then shut off.

	Nov. 2021	Dec 2021	Jan 2022	Feb 2022
Cycle	Cycle 1	Cycle 2	Cycle 1	Cycle 2
# Red Tags	92	98	78	64
Minimum Delinquent Balance	\$ 250	\$ 250	\$ 250	\$ 250
# Shut off Service Requests	8	4	6	5

Billing Payment Rate

In February, the District received \$10,315 more in payments than was billed on February 1, 2022.

	Nov 2021	Dec 2021	Jan 2022	Feb 2022
Utility Billing Sales	\$ 1,301,417	\$ 1,070,719	\$ 1,224,710	\$ 1,051,882
Cash Receipts	1,312,391	1,136,252	1,218,827	1,062,197
% Collected	100.8%	106.1%	99.5%	101.0%

Emergency Customer Assistance Program (ECAP)

In FY 2019-20, the Board approved \$97,000 for the Emergency COVID Assistance Program. Since June 2020, the District has provided assistance to residential and commercial accounts that have

been financially impacted by COVID-19. This program has continued through FY 2020-21 and into FY 2021-22.

	<u>Monthly Assistance</u>	<u>Balance</u>
Beginning Balance		\$97,000
June 2020	2,644	94,356
July 2020	687	93,669
August 2020	813	92,856
September 2020	1,114	91,742
October 2020	-0-	91,742
November 2020	991	90,751
December 2020	598	90,153
January 2021	1,472	88,681
February 2021	3,304	85,377
March 2021	3,134	82,243
April 2021	2,260	79,983
May 2021	2,741	77,242
June 2021	5,397	71,845
July 2021	3,591	68,254
August 2021	6,407	61,847
September 2021	2,829	59,018
October 2021	2,982	56,036
November 2021	893	55,143
December 2021	724	54,419
January 2022	4,236	50,183
February 2022	2,838	47,345
Total Assistance Provided to Date	\$ 49,655	

In February 2022, fourteen (14) residential accounts and no commercial accounts received assistance.

Attachments

1. Checks by Date Report for February 2022

Bank Reconciliation
 Checks by Date
 User: Gail
 Printed: 03/04/2022 - 3:33PM
 Cleared and Not Cleared Checks
 Print Void Checks

ACH Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Amount
0	2/1/2022	Zions Bank		AP		195,992.70
0	2/11/2022	Nationwide Retirement Solutions		AP		1,485.00
0	2/11/2022	Internal Revenue Service		AP		33,061.67
0	2/11/2022	VALIC c/o JP Morgan Chase		AP		6,522.70
0	2/11/2022	Oregon Department Of Revenue		AP		9,043.30
0	2/11/2022	State of Oregon		AP		441.68
0	2/11/2022	Payroll Direct Deposit		PR		90,811.54
0	2/25/2022	Nationwide Retirement Solutions		AP		1,485.00
0	2/25/2022	Internal Revenue Service		AP		29,619.72
0	2/25/2022	State of Oregon		AP		441.68
0	2/25/2022	Oregon Department Of Revenue		AP		8,757.06
0	2/25/2022	VALIC c/o JP Morgan Chase		AP		6,523.03
0	2/25/2022	Payroll Direct Deposit		PR		70,545.62
						454,730.70
ACH Disbursement Activity Subtotal						454,730.70
Voided ACH Activity						0.00
Adjusted ACH Disbursement Activity Subtotal						454,730.70

Paper Check Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Amount
46769	1/21/2022	SDIS		AP	Void	40,181.98
46816	2/4/2022	Aks Engineering & Forestry		AP		3,233.22
46817	2/4/2022	Customer Refund		AP		54.15
46818	2/4/2022	AM:PM PR, LLC		AP		1,050.00
46819	2/4/2022	Apex Labs		AP		2,145.00
46820	2/4/2022	Barney & Worth Inc		AP		1,890.00
46821	2/4/2022	Brown and Caldwell		AP		3,170.50
46822	2/4/2022	Cascadia Backflow		AP		1,375.00
46823	2/4/2022	CenturyLink		AP		327.00
46824	2/4/2022	Cintas Corporation		AP		99.00
46825	2/4/2022	City Of Gladstone		AP		241.28
46826	2/4/2022	Coastal Farm & Home Supply		AP		93.57
46827	2/4/2022	Columbia Land Trust		AP		2,729.87
46828	2/4/2022	Consolidated Supply Co.		AP		19,095.30
46829	2/4/2022	Contractor Supply, Inc.		AP		85.28
46830	2/4/2022	Discover Bank		AP		0.00
46831	2/4/2022	Dr. Lance F. Harris D.C.		AP		100.00
46832	2/4/2022	Customer Refund		AP		83.04
46833	2/4/2022	FLO-Analytics		AP		335.00
46834	2/4/2022	Grainger, Inc.		AP		485.96
46835	2/4/2022	Customer Refund		AP		53.65
46836	2/4/2022	Customer Refund		AP		340.59
46837	2/4/2022	Customer Refund		AP		21.78
46838	2/4/2022	murraysmith		AP		4,831.02
46839	2/4/2022	Net Assets Corporation		AP		269.00
46840	2/4/2022	OHA-Drinking Water Services		AP		90.00
46841	2/4/2022	Oregon Association of Water Utilities		AP		345.00
46842	2/4/2022	O'Reilly Auto Parts		AP		70.28
46843	2/4/2022	Customer Refund		AP		17.56
46844	2/4/2022	Portland General Electric		AP		2,008.49
46845	2/4/2022	Seattle Ace Hardware		AP		415.54
46846	2/4/2022	Customer Refund		AP		64.92
46847	2/4/2022	Unifirst Corporation		AP		2,029.04
46848	2/4/2022	Wallis Engineering PLLC		AP		6,110.61
46849	2/4/2022	Western Exterminator Company		AP		133.75
46850	2/4/2022	Customer Refund		AP		47.72
46851	2/8/2022	APWA		AP		222.00
46852	2/8/2022	Oregon Association of Water Utilities		AP		480.00
46853	2/8/2022	Owen Equipment		AP		3,086.99

Bank Reconciliation

Checks by Date

User: Gail

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Cleared and Not Cleared Checks

Print Void Checks

46854	2/8/2022	SDIS	AP	40,181.98
46856	2/11/2022	Employee Paycheck	PR	2,042.92
46857	2/11/2022	A and A Drilling Service, Inc	AP	57.36
46858	2/11/2022	AFLAC	AP	810.16
46859	2/11/2022	AFSCME Council 75	AP	863.23
46860	2/11/2022	Customer Refund	AP	72.98
46861	2/11/2022	Customer Refund	AP	1.66
46862	2/11/2022	BMS Technologies	AP	3,952.39
46863	2/11/2022	CDR Labor Law, LLC	AP	3,864.00
46864	2/11/2022	Cintas Corporation - 463	AP	70.66
46865	2/11/2022	City Of Milwaukie	AP	1,781.11
46866	2/11/2022	Employee Expense Reimbursement	AP	225.00
46867	2/11/2022	Employee Expense Reimbursement	AP	225.00
46868	2/11/2022	Craig Blackman Trucking	AP	1,424.27
46869	2/11/2022	Customer Refund	AP	26.98
46870	2/11/2022	Grainger, Inc.	AP	307.66
46871	2/11/2022	H.D. Fowler Company	AP	1,711.79
46872	2/11/2022	Harris WorkSystems	AP	914.50
46873	2/11/2022	HealthEquity	AP	41.35
46874	2/11/2022	J. Thayer Company	AP	118.09
46875	2/11/2022	Lakeside Industries	AP	853.10
46876	2/11/2022	Customer Refund	AP	33.23
46877	2/11/2022	Customer Refund	AP	3.18
46878	2/11/2022	Northwest Natural	AP	914.55
46879	2/11/2022	Pamplin Media Group	AP	332.77
46880	2/11/2022	Pape Machinery	AP	2,310.39
46881	2/11/2022	Portland Engineering Inc	AP	14,872.25
46882	2/11/2022	Portland General Electric	AP	33,598.89
46883	2/11/2022	Customer Refund	AP	47.38
46884	2/11/2022	Robert HalfTalent Solutions	AP	4,704.51
46885	2/11/2022	SDIS	AP	41,871.71
46886	2/11/2022	Seattle Ace Hardware	AP	248.57
46887	2/11/2022	SERVPRO of NW Portland	AP	8,027.20
46888	2/11/2022	Customer Refund	AP	166.22
46889	2/11/2022	Stein Oil Co Inc	AP	109.12
46890	2/11/2022	Customer Refund	AP	8.26
46891	2/11/2022	Tritech Software Systems	AP	18,727.24
46892	2/11/2022	Waste Management Of Oregon	AP	1,147.64
46893	2/18/2022	Customer Refund	AP	73.15
46894	2/18/2022	Customer Refund	AP	164.42
46895	2/18/2022	Convergence Networks	AP	3,861.95
46896	2/18/2022	Customer Refund	AP	0.68
46897	2/18/2022	Customer Refund	AP	230.16
46898	2/18/2022	Customer Refund	AP	105.19
46899	2/18/2022	Customer Refund	AP	64.77
46900	2/18/2022	Customer Refund	AP	48.18
46901	2/18/2022	Customer Refund	AP	29.65
46902	2/18/2022	Customer Refund	AP	79.00
46903	2/18/2022	Customer Refund	AP	2.36
46904	2/18/2022	Customer Refund	AP	107.51
46905	2/18/2022	Customer Refund	AP	170.18
46906	2/18/2022	Customer Refund	AP	109.94
46907	2/18/2022	Customer Refund	AP	79.96
46908	2/18/2022	Customer Refund	AP	126.88
46909	2/22/2022	Byrne Software Technologies, Inc	AP	1,171.88
46910	2/22/2022	City Of Milwaukie	AP	333.60
46911	2/22/2022	Coastal Farm & Home Supply	AP	159.96
46912	2/22/2022	Consolidated Supply Co.	AP	6,333.76
46913	2/22/2022	Measure-Tech	AP	480.04
46914	2/22/2022	Olson Bros. Service, Inc.	AP	2,083.95
46915	2/22/2022	Pacific Power Group	AP	5,995.00
46916	2/22/2022	Relay Resources	AP	6,577.67

Bank Reconciliation

Checks by Date

User: Gail

Printed: 03/04/2022 - 3:33PM

Cleared and Not Cleared Checks

Print Void Checks

46917	2/22/2022	Seattle Ace Hardware	AP	145.68
46918	2/22/2022	Unifirst Corporation	AP	117.37
46919	2/25/2022	Employee Paycheck	PR	2,080.97
46920	2/25/2022	Kaiser Permanente	AP	0.00
46921	2/25/2022	Accountemps	AP	7,198.23
46922	2/25/2022	AnswerNet	AP	758.42
46923	2/25/2022	BTL Northwest	AP	223.72
46924	2/25/2022	CenturyLink	AP	445.30
46925	2/25/2022	Cintas Corporation	AP	384.98
46926	2/25/2022	Cintas Corporation - 463	AP	70.66
46927	2/25/2022	Comcast	AP	1,304.58
46928	2/25/2022	Consolidated Supply Co.	AP	8,629.46
46929	2/25/2022	Convergence Networks	AP	7,367.00
46930	2/25/2022	J. Thayer Company	AP	640.33
46931	2/25/2022	Lakeside Industries	AP	1,478.26
46932	2/25/2022	Employee Expense Reimbursement	AP	575.00
46933	2/25/2022	Employee Expense Reimbursement	AP	44.46
46934	2/25/2022	Moss Adams LLP	AP	945.00
46935	2/25/2022	Northstar Chemical, Inc.	AP	488.40
46936	2/25/2022	Oregon Association of Water Utilities	AP	345.00
46937	2/25/2022	Pamplin Media Group	AP	110.94
46938	2/25/2022	Seattle Ace Hardware	AP	60.86
46939	2/25/2022	SMACKS Construction, Inc.	AP	1,100.00
46940	2/25/2022	Western Exterminator Company	AP	304.35
46941	2/25/2022	Xerox Corporation	AP	40.76
46942	2/25/2022	AFLAC	AP	810.16
46943	2/25/2022	AFSCME Council 75	AP	863.23
46944	2/25/2022	Customer Refund	AP	44.35
46945	2/25/2022	Customer Refund	AP	1.20
46946	2/25/2022	Customer Refund	AP	55.69
46947	2/25/2022	Brown and Caldwell	AP	2,858.25
46948	2/25/2022	Buffalo Welding	AP	300.00
46949	2/25/2022	Customer Refund	AP	2.27
46950	2/25/2022	Clackamas County Sheriff	AP	100.00
46951	2/25/2022	CTX-Xerox	AP	1,458.59
46952	2/25/2022	Detemple Company, Inc.	AP	1,428.06
46953	2/25/2022	Customer Refund	AP	126.25
46954	2/25/2022	Customer Refund	AP	60.81
46955	2/25/2022	Customer Refund	AP	0.82
46956	2/25/2022	Customer Refund	AP	36.86
46957	2/25/2022	Customer Refund	AP	88.57
46958	2/25/2022	Customer Refund	AP	131.10
46959	2/25/2022	Customer Refund	AP	70.71
46960	2/25/2022	Customer Refund	AP	161.17
46961	2/25/2022	Modern Machinery Inc.	AP	1,021.89
46962	2/25/2022	North Clackamas Urban Watershed Council	AP	13,875.00
46963	2/25/2022	One Call Concepts, Inc.	AP	599.76
46964	2/25/2022	Pacific Power Group	AP	1,022.44
46965	2/25/2022	Portland Engineering Inc	AP	260.00
46966	2/25/2022	Rockwood Water PUD	AP	500.00
46967	2/25/2022	Customer Refund	AP	89.26
46968	2/25/2022	Customer Refund	AP	58.84
46969	2/25/2022	Springbrook Holding Company LLC	AP	211.25
46970	2/25/2022	Customer Refund	AP	2.30
46971	2/25/2022	Customer Refund	AP	4.73
46972	2/25/2022	Waste Management Of Oregon	AP	410.94
46973	2/25/2022	Customer Refund	AP	2.37

Paper Check Disbursement Activity Subtotal

373,988.83

Voided Paper Check Disbursement Activity

40,181.98

Adjusted Paper Check Disbursement Activity Subtotal

333,806.85

Bank Reconciliation

Checks by Date

User: Gail

Printed: 03/04/2022 - 3:33PM

Cleared and Not Cleared Checks

Print Void Checks

Total Void Check Count:	1
Total Void Check Amount:	40,181.98
Total Valid Check Count:	170
Total Valid Check Amount:	788,537.55
Total Check Count:	171
Total Check Amount:	828,719.53

STAFF REPORT

To Board of Directors
From Jason Rice, District Engineer
Title Technical Services Monthly Report
Item No. 11b
Date March 7, 2022 for March 15, 2022 Board Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's operations.

Highlights

- Coordination and participation in various Authority-related meetings.
- Reconstruction of Sewage Lift Station 5 continues.
- Partridge Circle Waterline Replacement was completed.
- Preparing Aldercrest Waterline Replacement for bidding.
- Capital Planning and Budget preparation for FY23.

Education and Outreach

Storm drain Cleaning Assistance Program (SCAP)

The District coordinates this discount program to assist area businesses. Storm drains require regular cleaning to remove pollutants and prevent flooding. The discounted flat fee of \$50 covers removal of debris from standard parking lot drains. Registration is open March 1- April 30 at oaklodgewaterservices.org/SCAP.

National Prescription Drug Take Back Day

Flushing medications means they can get into our water system which can impact fish, wildlife, and you. National Prescription Drug Take Back Day is on Saturday, April 30 and it's the perfect opportunity to safely dispose of medications and help keep them out of our waterways.

Take your used, unwanted, and/or expired prescription medicine from your cabinets to have them properly disposed of at the Public Training Center at 12700 SE 82nd Ave Clackamas, OR 97015 from 10:00 a.m. - 2:00 p.m. on Saturday, April 30.

This is a no-questions-asked opportunity for drugs to be properly turned in and safely destroyed via incineration. Illegal drugs will NOT be accepted.

Drugs allowed for this event include:

- Prescription drugs and over-the-counter drugs to include: tablets, capsules, medicinal creams, patches and vet meds.
- Vaping devices and cartridges may be turned in, provided lithium batteries are removed.
- Liquids (including intravenous solutions), syringes and other sharps.

For more information call (503) 785-5077 or email saramcc@clackamas.us.

Communications

Fix a Leak Week (March 14 – 20) is a national campaign to highlight how to find and fix plumbing leaks. We are making it easy to get started with saving water at home. It only takes 20 hands-off minutes to check your toilet for leaks in five easy steps:

- Remove your toilet tank lid.
- Drop one dye strip into the tank.
- Put the lid back on and don't flush! Wait 20 minutes.
- Check your toilet bowl. If you see colored water, you have a leak. If not, you don't!

Wondering where you can get the dye strip mentioned in step two? In March and April our partners at the Regional Water Providers Consortium will provide you with a FREE leak detection kit in English or Spanish. Get your free kit here: <https://bit.ly/FALW-promo>. This information will be highlighted on the District's Facebook and Twitter accounts as well as the customer newsletter.

Stormwater Program

The beginnings of spring have shown their face and several weeks of dry sunny weather slowed customer calls. The field operations staff worked hard under Jeff Page's direction to complete catch basin cleaning requests left from the winter season, and inspection requests as well as technical assistance calls have continued to be steady.

Street sweeping in partnership with the City of Milwaukie continues on a monthly basis for the water operations yard and down at the Water Reclamation Facility. OLWSD contracts with the operations department of the City of Milwaukie to provide sweeping for water quality and best practice maintenance goals.

Development at the Reese subdivision on Courtney Avenue continues at a rapid pace. Erosion concerns have been kept to a minimum and the contractor team has been diligent about best practices with regards to soil stabilization on the site. The project is on track with the installation of water, sewer, and storm infrastructure.

The Stormdrain Cleaning Assistance Program (SCAP) rolled out to customers and signups have started. This program supports commercial customers by providing a \$50 per drain cleaning fee for professional drain cleaning, which is a discounted rate through an outside contractor. Columbia Drain is the current contractor, hired in 2021 through a public request for qualifications, and in partnership with City of Gresham, City of Wood Village, Troutdale, City of Milwaukie, City of West Linn and Water Environment Services. Businesses are required to clean their catch basins every 12-18 months per the water quality requirements for the MS4 Permit.

Clackamas co-permittees have been meeting on a regular schedule to coordinate around the requirements of the new MS4 Permit that are able to be fulfilled in partnership. The first shared task that is on the table for coordination is stormwater monitoring. The new permit has added monitoring requirements that include mercury and pesticides. Co-permittees are discussing how they want to coordinate the task of monitoring, which might include hiring a contractor to perform the specialized sampling, and investigating which labs will be able to perform the analyses for the new monitoring requirements. Following stormwater monitoring, co-permittees will discuss other shared tasks. Brown & Caldwell (BC) assists with these conversations.

Finally, annual inspections of stormwater facilities located on private properties has begun. When facilities need maintenance, the homeowner is sent a letter reminding them of their responsibility to keep water quality high through their efforts to clean and maintain their SWM facility.

Photo of stormwater facility located on private property:



Permit Activity – February 2022

FY2021-2022	<i>This Month</i>	<i>Last Month</i>	<i>Fiscal Year-to-Date</i>	<i>This Month Last Year</i>	<i>Last Year-to-Date</i>
Pre-applications Conferences	0	2	9	1	12
New Erosion Control Permits	4	2	20	0	46
New Development Permits	0	2	14	1	12
New Utility Permits	3	0	29	5	59
Wastewater Connections	1	1	11	1	34
Sanitary SDC Fees Received	\$5,165	\$5,165	\$56,815	\$5,165	\$279,167
Water SDC Fees Received	\$5,304	\$0	\$128,449	\$6,545	\$215,969
Plan Review Fees Received	\$400	\$5,119	\$19,803	\$1,200	\$81,037
Inspection Fees Received	\$310	\$2,040	\$15,323	\$1,550	\$31,658

Attachments




1. Development Tracker
2. Capital Project Tracker
3. Social Media Content Calendar


Project Status	Address	Type of Development	Notes	Last Updated
Under Construction	4410 SE Pinehurst Ave.	Residential: 17-lot Subdivision	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Under Construction	13505 SE River Rd.	Residential: Rose Villa Phase 4 Medical Building and Replace Dwelling Units	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School (eastern structure and gym)	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Under Construction	19315 SE River Rd.	Residential: 2-lot Partition	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School Annex (western structure)	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Plan Review	3870 SE Hillside Dr.	Residential: Modification of previously approved 13-lot subdivision	Current OLWSD Review	3/2/22
Plan Review	SE Jennings Ave., SE Oatfield Rd. to SE McLoughlin Blvd.	Capital Improvement: CC DTD Jennings Ave Roadway expansion and regional stormwater treatment	Current OLWSD review	3/2/22
Approved for Construction	15603 SE Ruby Dr.	Residential: 3-lot Partition	Awaiting Construction Commencement	3/2/22
Under Construction	6364 SE McNary Rd.	Residential: 15-lot Partition	Final Inspections Pending. Next step: asbuilt review and bond release.	3/2/22
Under Construction	2316 SE Courtney Ave.	Residential: 14 rowhomes and 6 single family dwellings	OLWSD Inspections Occuring	3/2/22
Under Construction	4322 SE Pinehurst Ave.	Residential: 7-lot subdivision	OLWSD Inspections Occuring	3/2/22
Approved for Construction	SE Thiessen Area	CC DTD Paving Project	OLWSD Performing Erosion Control Inspections	3/2/22
Approved for Construction	SE McLoughlin Blvd. Area	CC DTD Paving Project	OLWSD Performing Erosion Control Inspections	3/2/22
Plan Review	3552 SE Westview Ave	Residential: Add One Dwelling Unit	Current OLWSD review	3/2/22
Plan Review	15515 SE Wallace Rd.	Residential: 2-lot Partition	Current OLWSD review	3/2/22
Plan Review	3111 SE Chestnut St	Residential: Add One Duplex Dwelling Unit	Current OLWSD Review	3/2/22
Plan Review	3421 SE Vineyard Rd.	Residential: Two tri-plexes and one duplex.	Current OLWSD Review	3/2/22
Plan Review	21E11AB01100 (SE River Rd. @ SE Maple St)	Residential: 7-lot subdivision	Current OLWSD Review	3/2/22
Plan Review	16103 SE Southview Ave	Residential: 7-lot subdivision	Current OLWSD Review	3/2/22
Plan Review	13822 SE Oatfield Rd	Residential: 10-lot subdivision	Current OLWSD Review	3/2/22
Land Use Application	16468 SE Warnock Ln.	Residential: 2-lot Partition	Current OLWSD Review	3/2/22
Pre-Application	14063 SE Oatfield Rd	Residential: 12 Condominiums	Pre-app Comments sent to CCDDT. County land use expiration timeline.	3/2/22
Pre-Application	13843 SE McLoughlin Blvd	Commercial: Redevelopment / Restaurant	Pre-app Comments sent to CCDDT. County land use expiration timeline.	3/2/22
Pre-Application	15215 SE Oatfield Rd	Residential: 3-lot Partition	Pre-app Comments sent to CCDDT. County land use expiration timeline.	3/2/22
Pre-Application	5901 SE Hull Ave.	Redevelopment: Candy Lane School	Pre-app Comments sent to CCDDT. County land use expiration timeline.	3/2/22

OAK LODGE

WATER SERVICES

Social Media Calendar | February 2022

<p>02.02</p>	<p>Happy World Wetlands Day!</p> <p>Boardman Wetlands is the largest remaining wetland in the Oak Grove/Jennings Lodge area and drains to two streams – to Boardman Creek on the north end, and Rinearson Creek on the south end.</p> <p>Next time you visit be on the lookout for the red-winged blackbird and northwest tree frog.</p>	
<p>02.08</p>	<p>Join North Clackamas Parks & Recreation District this Saturday to help restore habitat at the Hull Property in Jennings Lodge. Volunteers are needed to help plant native vegetation. Sign up at ncprd.com/nature-volunteer</p> <p>Tools, gloves and refreshments will be provided. Questions? Contact Matt Jordan at mjordan@ncprd.com or call (971) 313-2031.</p>	
<p>02.09</p>	<p>The Board of Directors will hold a regular meeting on Tuesday, February 15, 2022 at 6:00 pm. View the full agenda and information to attend the meeting: https://bit.ly/3gAhyR3</p>	

<p>02.11</p>	<p>Join North Clackamas Parks & Recreation District this Saturday to help restore habitat at the Hull Property in Jennings Lodge. Volunteers are needed to help plant native vegetation. Sign up at ncprd.com/nature-volunteer</p>	 <p>A photograph of a natural area with a small stream and tall grasses. The text "HULL PROPERTY PLANTING EVENT" is overlaid in white, bold, sans-serif font.</p>
<p>02.11</p>	<p>Today is International Day of Women and Girls in Science and we want to recognize the exceptional women on our staff 🌸. Thank you for all the work you do every day! 💧</p>	 <p>A collage of three photos. The top photo shows two women in an office setting, both wearing face masks. The bottom-left photo shows a woman in a floral shirt and face mask working at a computer. The bottom-right photo shows a woman in a high-visibility yellow safety vest and a blue hard hat working outdoors near a stream.</p>
<p>02.14</p>	<p>You don't want to miss this! The Students for Clean Water video contest hosted by the The River Starts Here is taking submissions until April 24, 2022. Open to public, private or home-schooled high school students in the counties of Clackamas, Multnomah, & Washington: https://theriverstartshere.org/video-contest/</p>	 <p>A colorful graphic for a student video contest. It features a stylized landscape with a river, a bridge, and buildings. The text "STUDENT VIDEO CONTEST" is prominently displayed in bold, black letters, with "WIN \$500" below it in large, blue letters. The logo "THE RIVER STARTS HERE" is also visible. The background includes a person walking a dog under an umbrella and a yellow pipe discharging into the water.</p>

Scholarship opportunity for high school students living in Clackamas County. Details on how to apply below.

 Clackamas SWCD
5d · 🌐


Applying for our \$3,000 is easy as one, two, three! If you're going to be a sophomore in college (or any level higher than a sophomore) in Fall 2022, click on ... See more





CONSERVATIONDISTRICT.ORG
2022 Scholarship Application Available - Clackamas SWCD
The Clackamas Soil and Water Conservation District (CSWCD) is ple...

Shared post from North Clackamas Parks and Recreation District: Over 700 native plants were planted at the Hull Property in Jennings Lodge, helping to enhance sensitive wildlife habitat. Thank you to the amazing volunteers who made this work possible, and to our event partners: North Clackamas Watersheds Council, Oregon Watershed Enhancement Board and Oak Lodge Water Services District!

Photos by Hamid Shibata Bennett.

 Oak Lodge Water Services District
Published by Alexa Morris · 3d · 🌐



North Clackamas Parks & Recreation District
3d · 🌐

Over 700 native plants were planted at the Hull Property in Jennings Lodge, helping to enhance sensitive wildlife habitat. Thank you to the amazing volunteers who made this work possible, and to our event partners: [North Clackamas Watersheds Council](#), [Oregon Watershed Enhancement Board](#) and [Oak Lodge Water Services District](#)!

Photos by Hamid Shibata Bennett.



STAFF REPORT

To Board of Directors
From Jeff Page, Utility Operations Director
Title Field Operations Monthly Report
Item No. 11c
Date March 4, 2022, for March 15, 2022, Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Collections Team Operations
- Water Team Operations
- Non-Revenue Water
- Clackamas River Flowrates

Collections Team Operations

The Collections Team made progress in the below areas in February:

- Zone 5 catch basin inspections and maintenance (Photos 1-3)
- Routine cleaning and televising of collection system through easements (Photos 4 & 5)
- Minor repairs to various infrastructure in the District (Photo 6)
- Underground utility locates
- Support for sanitary system Master Planning efforts related to the collection system
- Maintenance and repair of lift stations
- Work related to sewer lateral repair and replacement program

Water Team Operations

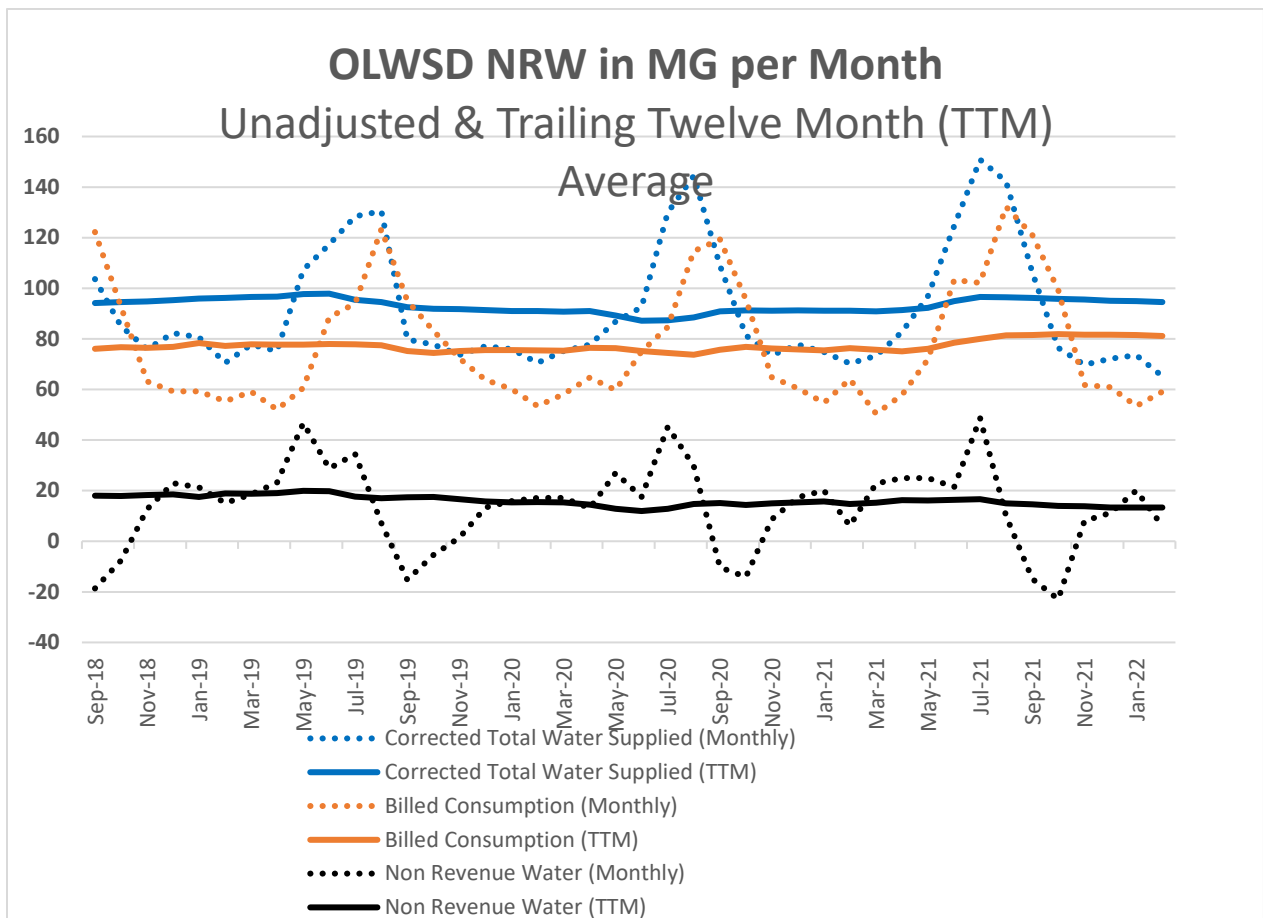
In February, the Water Team stayed busy making repairs, installing water services, performing billing and customer service activities, and locating underground facilities. Below are some of their highlights:

- Leak detection efforts found bell-joint needing repair on Oatfield Road; estimated water loss of 1-million gallons (Photos 7-9)

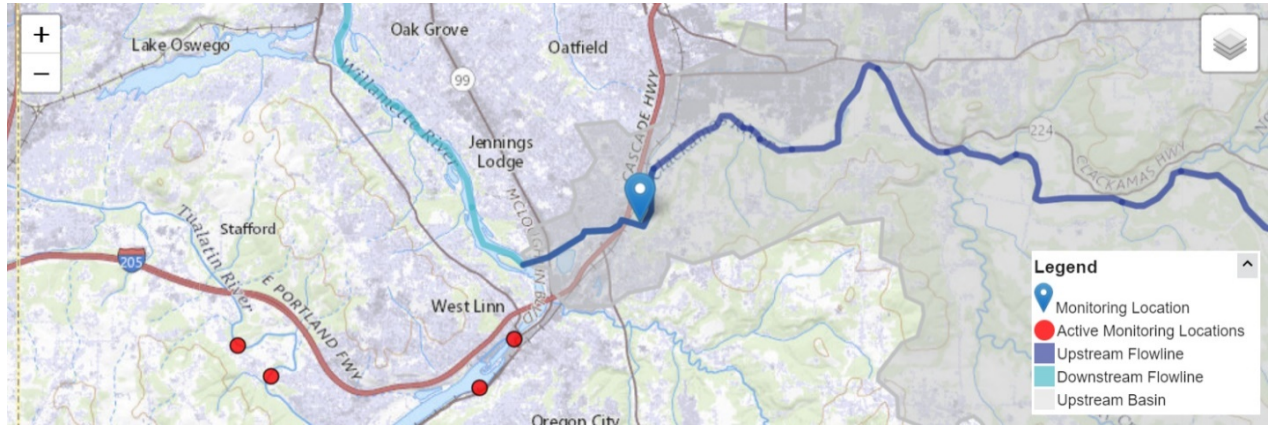
- Addition of fire hydrants and laterals as a prime focus for leak detections
- Roadway repairs related to previous water system leaks (Photo 10)
- Fire hydrant maintenance program
- New service installations
- Planning related to Lucity mobile and leak detection tracking along with a new water quality flushing program
- Planning related to upcoming Clackamas County paving projects and OLWS conflicting infrastructure

Non-Revenue Water

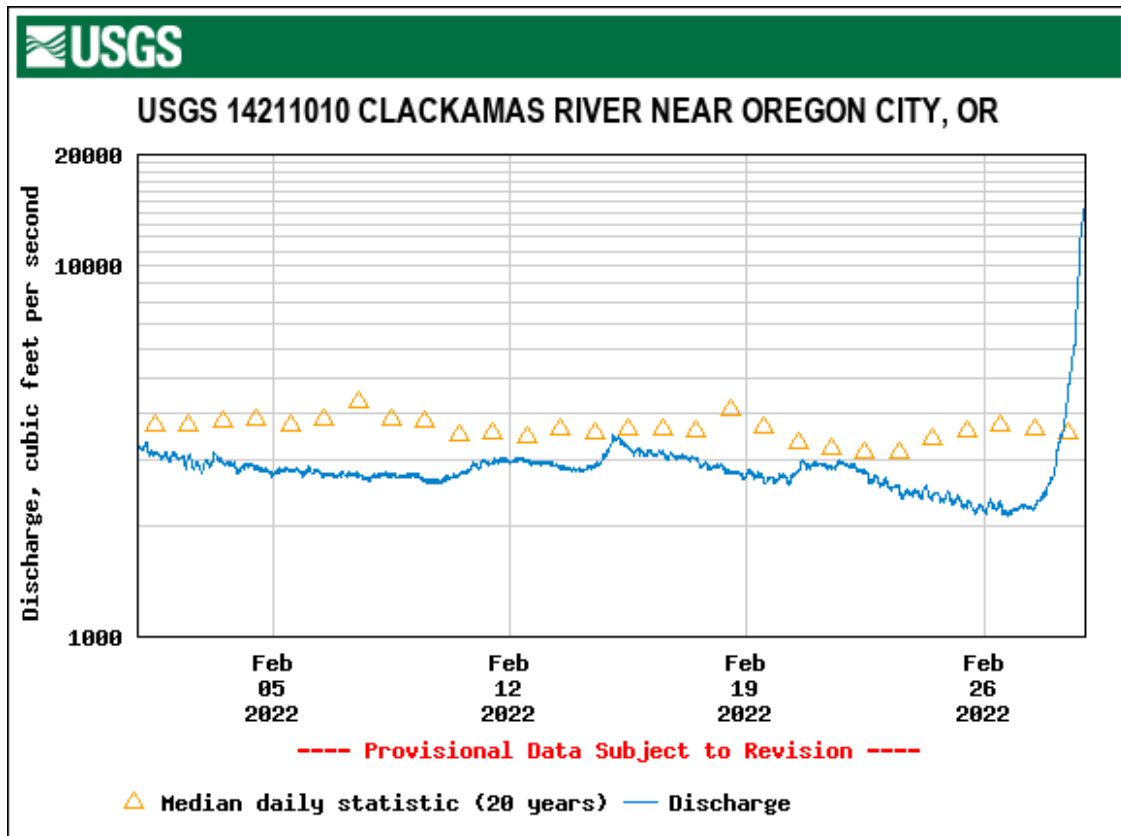
Total water purchased in December was 65.2 million gallons. Non-revenue water totaled 5.92 million gallons with 1.2 million gallons in apparent losses (“paper losses”), 4.7 million gallons in real losses (leakage in the system), and 20,000 gallons for unbilled authorized consumption (District and fire department use). The solid black *Non-Revenue Water Trailing Twelve Month (TTM)* trendline below indicates a steady decline in non-revenue water since the program’s inception.



Clackamas River Flowrates



Location of Clackamas River flow-monitoring site.



Clackamas River daily discharge for February 2022, compared with 20-year daily median.

Attachments

1. Photo Pages of February 2022 Work
2. Water Purchased Report
3. Water Services Report
4. Collections Report

Field Operations Photo Pages for February 2022



Photo 1: Catch basin clogged with debris



Photo 2: Catch basin located down in a recess



Photo 3: Cleaned catch basin



Photo 4: Collection system cleaning along an easement



Photo 5: Cleaning work in customer's backyard



Photo 6: Spot repair of manhole



Photo 7: Excavation of leak on Oatfield Road



Photo 8: Exposed leaking bell-joint



Photo 9: Bell-joint repaired!

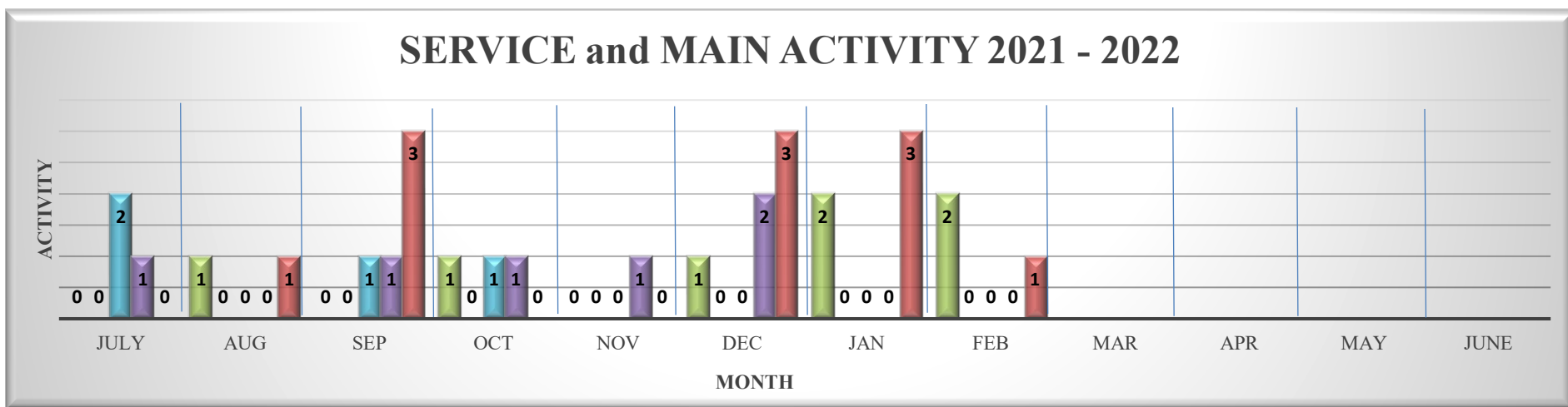
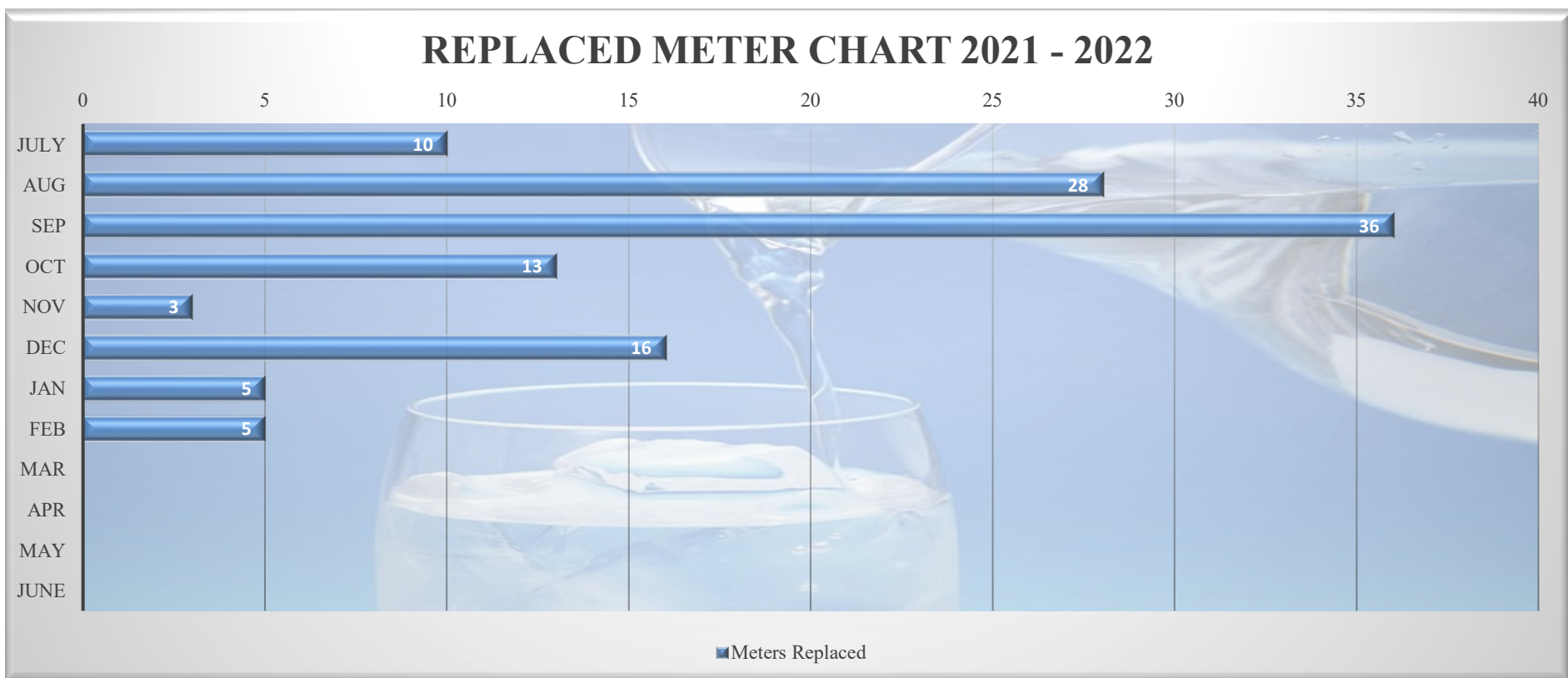


Photo 10: Temporary road repair at Hull and Rose

Water Purchased from NCCWC By Month and Year

Year	Fiscal 1st Half						Fiscal 2nd Half						Yearly Total	Percent of Average Total	Average Daily Demand (MG)
	July	August	September	October	November	December	January	February	March	April	May	June			
12/13	108,236,000	142,023,000	121,981,000	90,545,000	73,672,000	72,454,000	73,277,000	72,051,000	63,866,000	71,906,000	86,085,000	101,278,000	1,077,374,000	97.11%	2.95
13/14	132,837,000	144,354,000	103,403,000	75,217,000	72,624,000	73,180,000	72,052,000	74,566,000	63,886,000	72,171,000	77,889,000	97,978,000	1,060,157,000	95.55%	2.90
14/15	120,411,000	135,271,000	120,008,000	78,257,000	69,534,000	66,200,143	70,840,857	70,318,000	63,972,000	71,515,000	77,173,000	121,185,000	1,064,685,000	95.96%	2.92
15/16	151,728,000	139,696,000	105,238,000	92,781,000	83,966,000	85,368,000	93,522,000	82,637,000	76,044,000	86,443,000	90,989,000	114,745,667	1,203,157,667	108.44%	3.30
16/17	128,722,333	144,599,000	113,212,000	77,196,000	72,766,000	72,839,000	80,205,000	75,867,000	68,040,000	73,822,000	74,515,000	101,310,000	1,083,093,333	97.62%	2.97
17/18	136,262,000	154,085,000	122,113,000	79,860,000	75,718,000	73,584,000	74,389,000	73,219,000	66,754,000	74,713,000	87,263,000	115,543,000	1,133,503,000	102.16%	3.11
18/19	136,887,000	158,433,000	112,001,000	86,062,000	77,769,000	79,690,000	81,040,000	78,594,000	70,790,000	76,199,000	102,519,000	116,626,000	1,176,610,000	106.05%	3.22
19/20	120,368,000	132,181,000	105,200,000	75,825,000	76,089,000	74,759,000	75,848,000	75,918,000	70,192,000	79,173,000	80,872,000	93,438,000	1,059,863,000	95.53%	2.90
20/21	119,901,000	146,849,000	120,624,000	80,370,000	76,317,000	73,867,000	76,249,000	77,591,000	66,772,000	79,962,000	95,224,000	113,270,000	1,126,996,000	101.58%	3.09
21/22	150,066,000	148,100,000	116,597,000	76,854,000	69,797,000	72,174,000	73,547,000	65,192,000					772,327,000		3.18
	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average Total		
	130,541,833	144,559,100	114,037,700	81,296,700	74,825,200	74,411,514	77,096,986	74,595,300	67,812,889	76,211,556	85,836,556	108,374,852	1,109,493,222		

Oak Lodge Water Services Water Report



Fiscal Year 2021 - 2022	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2021	July	10	0	0	2	1	0
2021	Aug	28	1	0	0	0	1
2021	Sep	36	0	0	1	1	3
2021	Oct	13	1	0	1	1	0
2021	Nov	3	0	0	0	1	0
2021	Dec	16	1	0	0	2	3
2022	Jan	5	2	0	0	0	3
2022	Feb	5	2	0	0	0	1
2022	Mar						
2022	Apr						
2022	May						
2022	June						
Yearly Total		116	7	0	4	6	11

Backflow Program Update for the Month of February 2022

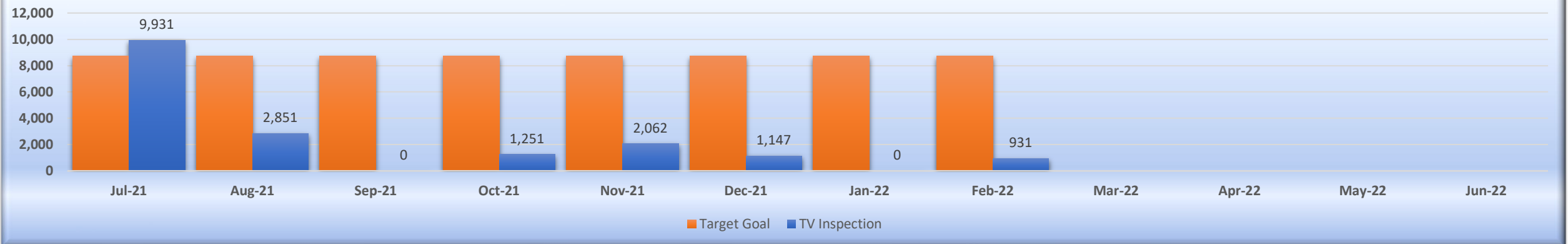
Total Facilities						
1,418						
Signed up to Date	Devices Repaired	New Installations	Notice of Non-Compliance	Notice of Violation	Notice of Termination	Force Test
903	1	2	0	0	0	0
64%						
List of Backflow Letters						
Letter 1	Notice of Non-Compliance		District made aware (30 days to respond)			
Letter 2	Notice of Violation		Customer has final 30 days to correct			
Letter 3	Notice of Termination of water service		Customer has 5 days til water shut off			

Percentage of Participants

64% Signed Up, 36% Remaining

Oak Lodge Water Services Collections Report

TV Inspections



Hydrocleaning



FY 2017-2018

Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Current Month %	To Date Totals	Year 1 % Complete	5 Year %	Total Feet Remaining
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875	6,239		78,372	74.87%	14.97%	445,020
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638	5,367		78,697	75.18%	15.04%	444,695
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	20.00%	418,714
Actual to Goal	-3,984	1,499	4,585	860	-4,204	-5,066	-3,816	-7,693	-5,299	359	-467	-2,920		-26,144			
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061	4,225		60,286			

FY 2018-2019

Month	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Current Month %	To Date Totals	Year 2 % Complete	5 Year %	Total Feet Remaining
TV Inspection	4,308	10,281	10,488	3,388	5,886	13,480	3,283	8,993	4,635	1,657	4,923	15,854		87,176	83.28%	31.63%	357,844
Hydrocleaning	3,619	9,456	6,197	13,307	2,636	16,171	1,124	11,765	14,542	3,289	287	0		82,393	78.71%	30.78%	362,302
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	40.00%	314,035
Actual to Goal	-4,760	1,145	-381	-376	-4,462	6,102	-6,520	1,656	865	-6,250	-6,118	-796		-19,894			
Grease Line	3,276	4,757	3,625	3,625	3,625	2,192	5,105	3,625	2,963	10,872	4,006	3,276		50,947			

FY 2019-2020

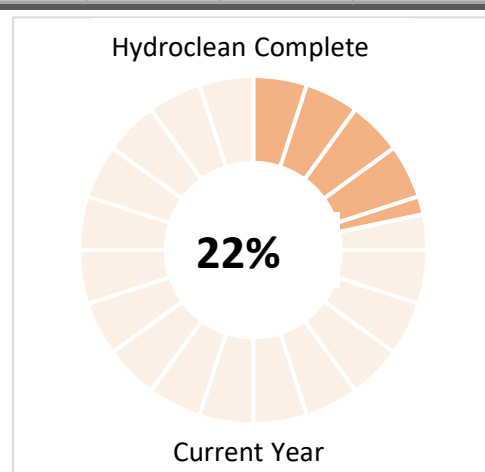
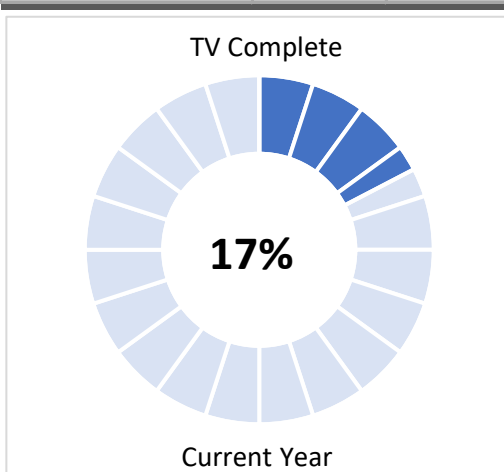
Month	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Current Month %	To Date Totals	Year 3 % Complete	5 Year %	Total Feet Remaining
TV Inspection	16,502	768	0	7,139	5,272	8,798	11,449	8,537	7,246	0	249	2,647		68,607	65.54%	44.74%	289,237
Hydrocleaning	21,557	0	0	7,709	9,405	9,493	11,164	0	9,414	0	0	0		68,742	65.67%	43.91%	293,560
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	60.00%	209,357
Actual to Goal	10,306	-8,339	-8,723	-1,299	-1,385	422	2,583	-4,455	-393	-8,723	-8,599	-7,400		-36,004			
Grease Line	1,480	3,276	3,276	1,480	9,392	3,276	3,625	3,625	3,625	0	0	5,105		38,160			

FY 2020-2021

Month	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Current Month %	To Date Totals	Year 4 % Complete	5 Year %	Total Feet Remaining
TV Inspection	8,953	11,292	2,624	3,632	0	0	8,280	22,402	11,251	0	8,528	7,683		84,645	81%	60.91%	204,592
Hydrocleaning	4,205	11,108	2,911	0	0	0	761	0	11,066	3,410	6,003	9,365		48,829	47%	53.24%	244,731
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100%	80.00%	104,679
Actual to Goal	-2,144	2,477	-5,956	-6,907	-8,723	-8,723	-4,203	2,478	2,435	-7,018	-1,458	-199		-37,941			
Grease Line	2,169	9,084	2,963	4,757	2,192	3,616	10,863	2,891	3,267	3,054	2,824	3,680		51,360			

FY 2021-2022

Month	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Current Month %	To Date Totals	Year 5 % Complete	5 Year %	Total Feet Remaining
TV Inspection	9,931	2,851	0	1,251	2,062	1,147	0	931					11%	18,173	17%	64.38%	186,419
Hydrocleaning	8,999	3,846	2,945	631	0	0	1,029	5,255					60%	22,705	22%	57.58%	222,026
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723					100%	69,784	100%	100.00%	34,895
Actual to Goal	742	-5,375	-7,251	-7,782	-7,692	-8,150	-8,209	-5,630						-49,345			
Grease Line	1,516	3,345	1,865	3,345	7,032	2,116	2,996	1,516						23,731			





STAFF REPORT

To Board of Directors
From David Hawkins, Interim Plant Superintendent
Title Plant Operations Monthly Report
Item No. 11d
Date February 22, 2022 for March 15, 2022

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Water Reclamation Facility Status
- Pump Failure at Lift Station #3
- Mission Telemetry Update

Water Reclamation Facility Operations and Maintenance

Historically the month of February has been a great month for treatment, and this February was no different. The Water Reclamation Facility (WRF) bounced back in terrific fashion from the treatment upset of last month, seeing average effluent Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) monthly average numbers in the 6 mg/l BOD and TSS range. Well below our permitted 30 mg/l BOD and 30 mg/l TSS. The Operators and Maintenance team should be applauded for their dedication to their craft and churning out the best quality effluent the WRF can provide.

Early in the morning on Sunday, February 6, Lift Station #3, pump #2 experienced a critical failure. On-call Operators were quick to respond, and no bypass occurred. Maintenance was able to pull the pump the next workday and determine that some of the internal parts in the impeller had worn to the point of failure. Maintenance was, however, able to get the pump back in working order, but only to be used in emergency. They were also able to get a hold of the supplier, and the parts have been ordered. Operations expects the pump to be back in normal working order within 2 weeks.

As mentioned in the Plant Operations January Department Report, the Lift Station backup telemetry units had reached the end of their useful life and were in need of replacement. Plant Operations is happy to report that all of the replacement units have been installed and are

working properly. These telemetry units provide Operators a backup for Lift Station monitoring, and with this upgrade we should be set for the next 5 years.

Attachments

1. Photo Pages of February 2022 Work
2. Rainfall vs Flow Data Correlation for September 2021-February 2022
3. Plant Performance BOD-SS Graph for September 2021-February 2022
4. Work Order Summary Graph February 2022

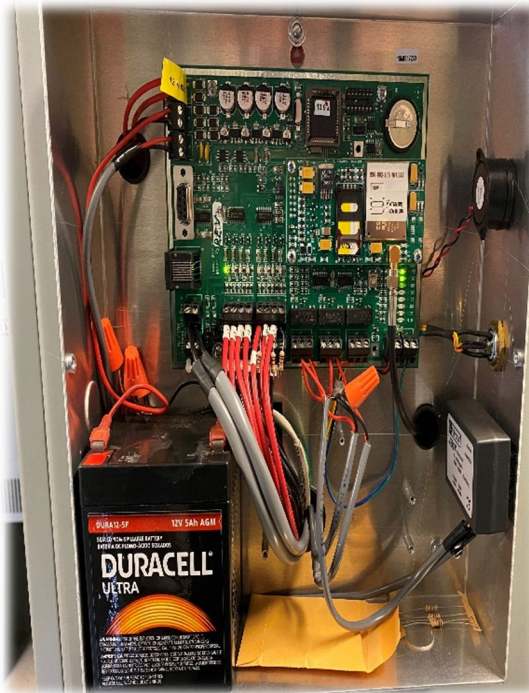
Plant Operations Photo Page



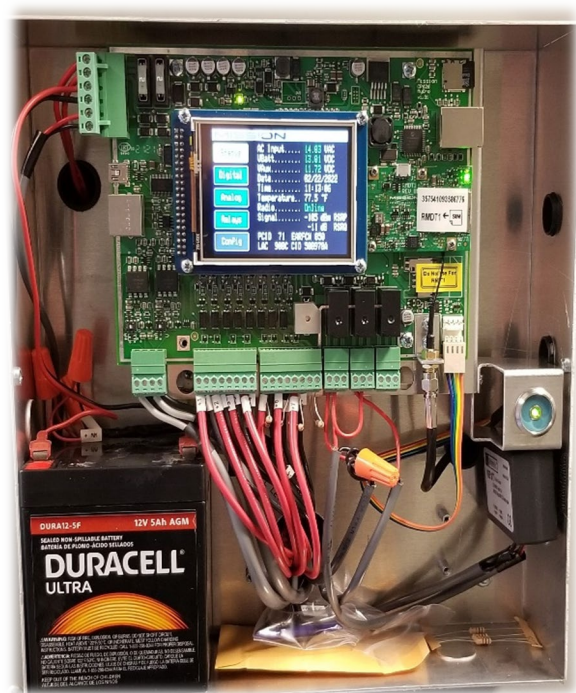
Maintenance pulls pump at Lift Station #3.



Pump ready to be pulled out.

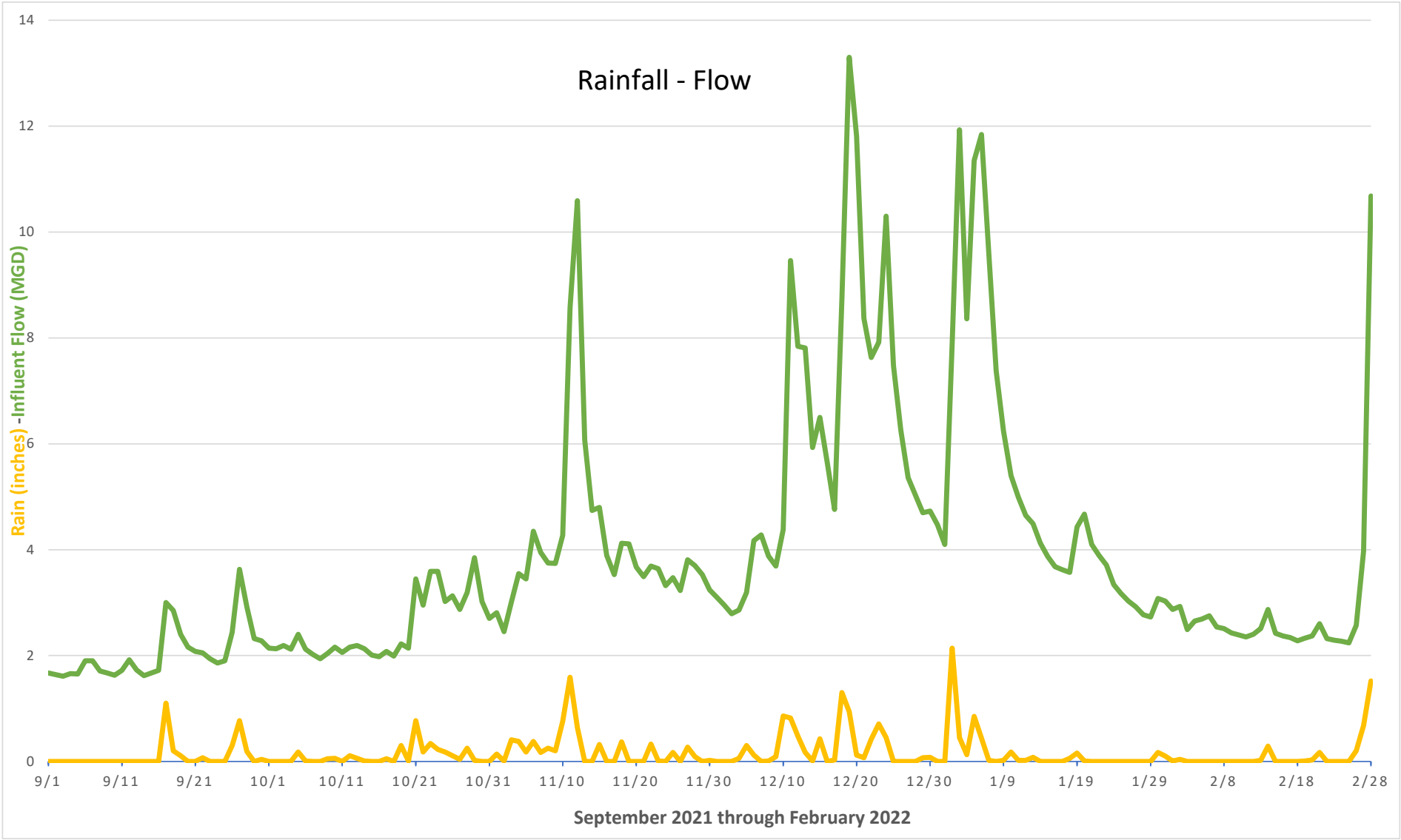


Old Mission telemetry unit.

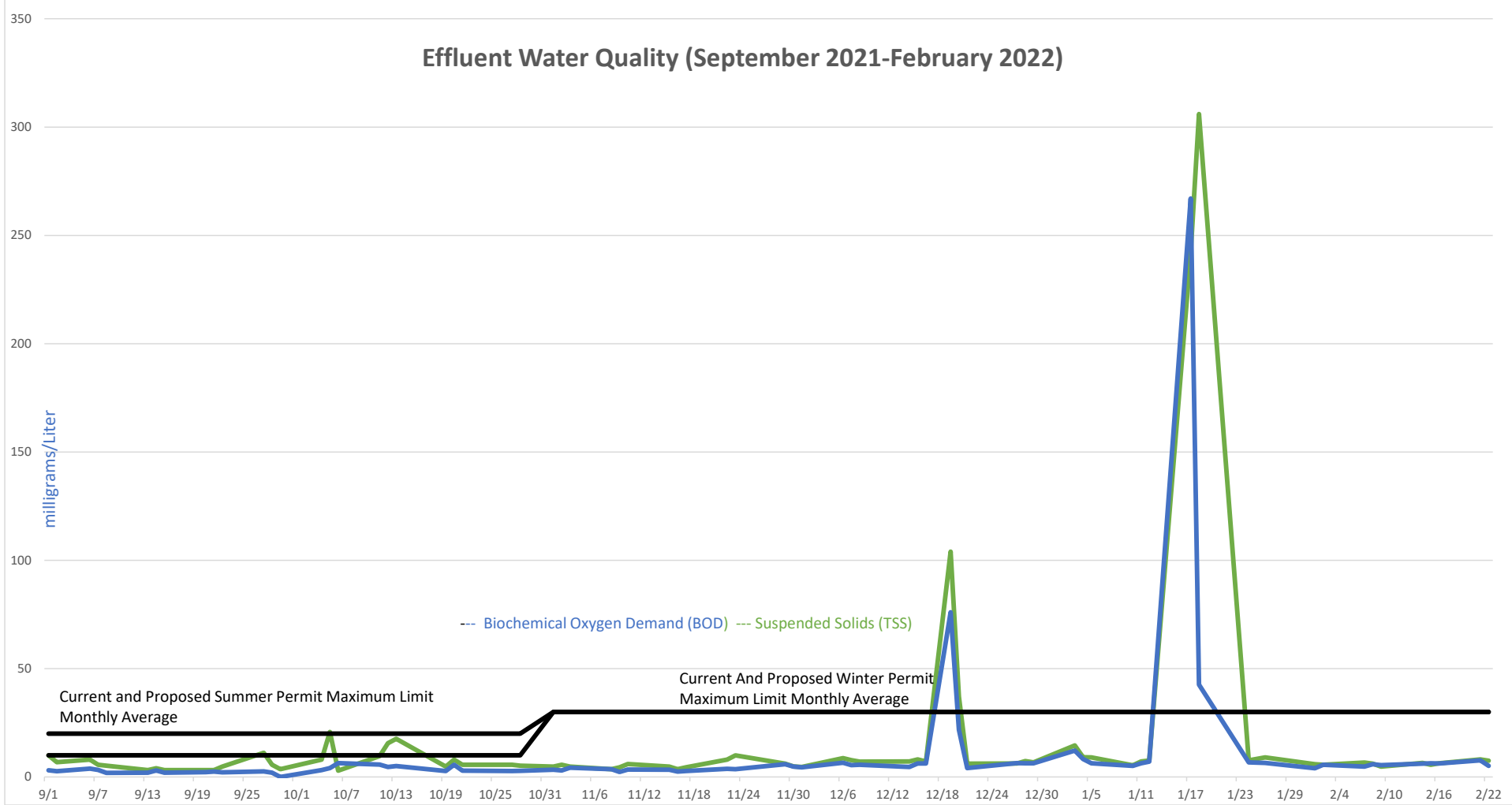


New and improved Mission telemetry unit.

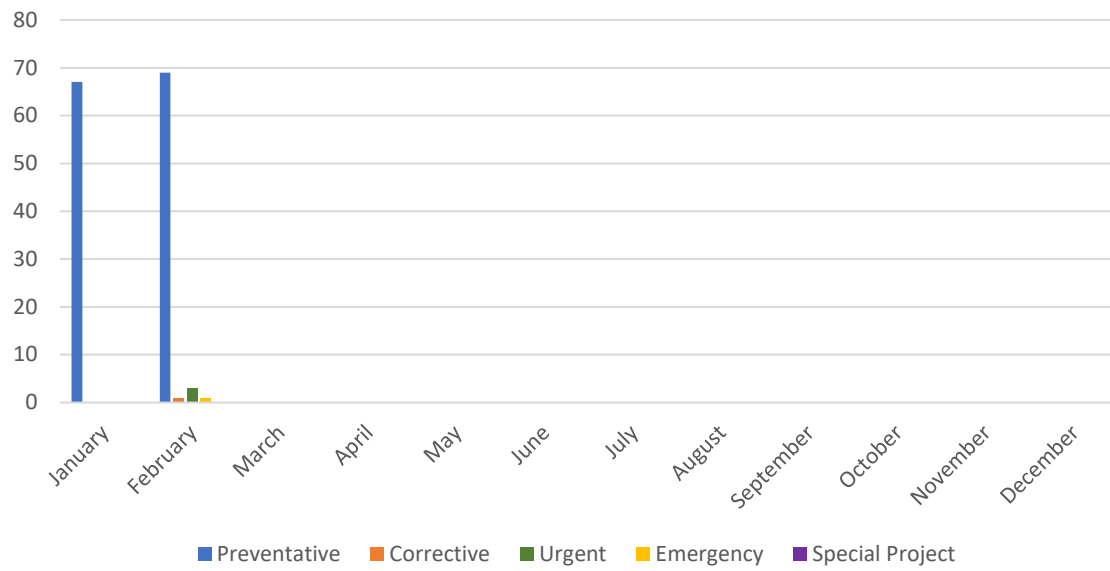
Rainfall - Flow



Effluent Water Quality (September 2021-February 2022)



Treatment Plant Work Order Summary 2022





AGENDA ITEM

Title	Call for Public Comment
Item No.	12
Date	March 15, 2022

Summary

The Board of Directors welcomes comment from members of the public.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



AGENDA ITEM

Title	Recess to Executive Session
Item No.	13
Date	March 15, 2022

Summary

Convene Executive Session under:

- ORS192.660(2)(n)(c)(vi) to discuss information about review or approval of programs relating to the security of water,
- ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, and
- ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

OAK LODGE
WATER SERVICES
AGENDA ITEM

Title	Adjourn Executive Session
Item No.	14
Date	March 15, 2022

Summary

Adjourn Executive Session and make any necessary motions as a result of Executive Session discussions.