

# **OAK LODGE WATER SERVICES**

**BOARD OF DIRECTORS**

**REGULAR MEETING**



**December 15, 2020**

**“Enhancing Our Community’s Water Environment”**



### **REMOTE MEETING**

Board Attendance by Zoom Video/Telephone

Public Attendance by Telephone Only

**December 15, 2020 at 6:00 p.m.**

1. Call to Order and Meeting Facilitation Protocols
2. Retirement Celebration: Todd Knapp
3. Call for Public Comment

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

4. Consent Agenda
  - a. November 2020 Financial Report
  - b. Approval of November 12, 2020 Board Special Meeting Minutes
  - c. Approval of November 17, 2020 Board Regular Meeting Minutes
  - d. Approval of SDIS Insurance Policy Renewal for 2021
  - e. Approval of Professional Services Agreement with Portland Engineering, Inc. for SCADA System Support Services
5. Consideration of 2021/2022 Budget Calendar
6. Appointment of 2021/2022 Budget Officer
7. Appointment of Budget Committee Members
8. Moss Adams' Presentation of Audited 2019/2020 Financial Statements
9. Second Reading of Proposed Ordinance No. 2020-03 Revising the Rules and Regulations
10. Public Hearing: Water System Development Charges Update
11. First Reading of Proposed Ordinance No. 2020-04 Updating Water System Development Charges
12. Consideration of 2019 Interim Sewer Intergovernmental Agreement Extension with the City of Gladstone
13. Business Oregon Infrastructure Bond Refinancing

14. Call for Public Comment

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

15. Department Reports

- a. Finance
- b. Technical Services
- c. Field Operations
- d. Plant Operations

16. Business from the Board

17. Adjourn Regular Meeting



## AGENDA ITEM

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<b>Title</b>	Call for Public Comment
<b>Item No.</b>	3
<b>Date</b>	December 15, 2020

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### 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.

December 11, 2020

Dear Oak Lodge Water Services District Board of Directors,

Thank you for sharing the concerns of the OLWSD in your letter to us dated November 30, 2020. We are eager to respond as there seem to be misunderstandings as to the intention, timing and process of the Oak Lodge Governance Project (OLGP).

We appreciate the valuable work OLWSD provides on behalf of its customers — as all of us are your customers — and applaud the emphasis on accuracy and transparency as core values of the OLWSD for both current and future planning. We further appreciate your careful review of our recent grant proposal to Metro and the recognition that the boundaries of the area to be involved in the research study and the boundaries of the OLWSD share much in common.

While OLWSD and OLGP are vastly different entities, we feel that we have more in common than your letter suggests. We fully agree that accurate information is essential for decision making and that transparent, honest, respectful communication is essential to build trust, to strengthen community bonds and to lead with integrity. We add, and feel sure that all would agree, that being prudent stewards of public funds is also an essential core value.

Your letter details a number of ways in which you feel that OLGP should follow your same process for decision making not accounting for the major difference between our two entities. OLWSD is a public entity. As such, it is legally beholden by state mandates to its paying customers concerning water/sewer/stormwater issues within its designated service boundaries.

On the other hand, OLGP is a private group of residents. We applied for and were awarded a community planning grant to fund one research study. The purpose of the study is to help residents of Oak Lodge better understand the economic consequences of three potential governance options.

Our group is newly formed, the study will take at least six months to complete, and we recognize that we will need to deeply engage the community, who will make any decisions regarding governance for the unincorporated area.

As OLWSD's own legal council confirmed, OLGP has no legal obligation to engage in public outreach. That said, **we are committed to the values of inclusion and community engagement and have taken significant steps to ensure members of our community have a voice in the process**, especially considering that we are very early in the process.

As anyone who lives here knows, there is no comprehensive method of communication for this unincorporated area available to individuals. Before the grant was even awarded, we made announcements at the two CPOs in the area and we contacted numerous community leaders —

including conversations with OLWSD's General Manager and three Board Members. When the grant was awarded, we notified (in writing) all Council members of the City of Milwaukie as well as the Mayor and City Manager of Gladstone, and all the Clackamas County Commissioners with County Administrator Gary Schmidt. Notices were included in Thelma Haggemiller's CIA newsletter, and on Next Door. We also have created our own Facebook page. We submitted and published an opinion piece in the Clackamas Review including a survey link (intended to gather feedback on the grant) and an email address for individuals to direct any questions. In addition, we urged area leaders to forward the article and survey link to their contact lists, many of whom did so.

We did this outreach to announce the grant award and to let our community know that a response to their repeated calls for local governance was once again being taken up. To construe these announcements as a comprehensive public engagement process is not accurate, and not our intention. Comprehensive public engagement will begin after the research study is available and we hope you will work with us to ensure that constituents and residents of the region are aware and can participate.

We appreciate OLWSD sharing their values of transparency and public involvement. As stated earlier, we applaud these efforts. That said, the following points of information should be considered before suggesting OLGP and OLWSD work within the same decision making framework.

- \$100,000, the amount of grant award, can not possibly provide the complete range of possible economic scenarios for an area/population the size of Oak Lodge;
- Budget limitations constrain the objective elements included in the data selection criteria. There are many variables involved in the complex nature of economic forecasting. Limited resources limit the number of variables — public input has no bearing on this reality.
- Criteria were determined by statistical protocols and modeling constraints. A variety of additional existing data resources will be utilized to augment this research study.
- Selected criteria utilized past local governance efforts and historically voiced resident desires. These subjective elements were further validated by the recent survey results received from 86 individuals. Survey responses provided no unanticipated suggestions for inquiry.
- There are only two governance options currently allowed by Oregon state law: 1) being unincorporated or 2) being incorporated. The idea of regions of the community preferring to be annexed was raised during the Friends of Local Control (FOLC) efforts between 2009-2012. This element is being considered as much as possible within budgetary constraints and modeling limitations.
- This project will take years, encompass several phases, and require additional funds.

To be clear, to follow OLWSD's suggested decision making process at this point in the project would violate our fiduciary responsibilities and compromise the intention of the grant.

This is not a typical project. As clearly stated in the OLGP opinion piece published in the Clackamas Review, when the study is completed in the summer of 2021 the results will be provided to area residents along with clear explication of research methodology. Public engagement will commence after the release of the study. Public engagement will be done by the community for the community — individuals, businesses, and organizations — and not under the tutelage of any governing body.

Some of the ideas for this study came from engagement with surviving members of Friends of Local Control (FOLC). Recently, Ed Gronke shared with area leaders two major lessons learned from that effort: 1) residents need more information to make decisions and 2) don't treat the community as one entity — different areas may want different things.

One specific issue that surfaced at that time clearly remains an issue of current concern. During the FOLC effort, it was recognized that creation of a city might jeopardize the autonomy of Special Districts within the area. This prompted William Wild and Rep. Dave Hunt to introduce House Bill 3617 in February 2010 to allow Special Districts to remain intact and provide services to a newly formed city through intergovernmental agreements. HB 3617 passed with near unanimous support. And as you all know, while every assurance can be offered, the only way to guarantee the autonomy of OLWSD is for it to become an Authority.

Promoting the idea that understanding the economic consequences for local governance options would challenge the integrity of the OLWSD is as damaging as it is far-fetched.

The intention of OLGP is to provide area residents with information to help guide their decisions as to the future of our community.

OLGP is currently at the beginning of Phase 1 — a research study to provide information to area residents. To uphold our fiduciary responsibilities and ensure the most comprehensive research study possible given the financial limitations, Phase 1 is entirely focused on the research study. Public process will begin in Phase 2, after the release of the research study.

The grant mentions the possibility of a November 2022 ballot measure, a timing estimation we now realize is completely invalid. Not only is it impossible to predict how long Phase 2 may last, it is also not possible to predict how many phases this project might encompass. We will learn as we go, and keep community members informed all along the way.

Our public engagement process is currently being developed and is expected to take years — COVID or no. We welcome relevant examples of successful methods to connect with community members.

We believe this growing and changing unincorporated area of 30,000+ residents deserves to have local governance to better respond to its unique needs. It is clear that the County, while doing the best it can to serve this urban area, is best suited to attend to the needs of its rural

residents. Any changes to the governance of this area will be determined by a vote of all of the residents in the affected area.

In upholding your value of transparency, we expect our response to be posted to the first page of your website, in the same manner in which your initial letter was published.

We look forward to working alongside OLWSD, and all other organizations in the Oak Lodge area, to forge a mutually supportive, inclusive, equitable forum for the residents of Oak Lodge to deliberate their options to fully flourish as a community.

Wishing us all a safe, healthy and happy holiday season,

The Steering Committee of the Oak Lodge Governance Project



December 11, 2020

Oak Lodge Water Services

DEC 14 2020

\* RECEIVED \*

Kevin Williams  
President, Board of Directors  
Oak Lodge Water Services District  
14611 SE River Road  
Oak Grove, OR 97267

Subject: Oak Lodge Water Services Letter of November 30, 2020 to the Oak Lodge Governance Project

Mr. Williams,

I am a customer of the Oak Lodge Water Services District since 2017 and recently read your letter of November 30<sup>th</sup> to the Oak Lodge Governance Project regarding your reservations and concerns with the activities of the Governance committee and their work with ECONorthwest on behalf of local citizens interested in pursuing incorporation of the Oak Grove and Jennings Lodge unincorporated areas of Clackamas County. I understand from your letter written as a representative body of your customer base, that there are two areas of concern.

First, concern is raised over the accuracy and transparency of information shared with your customer base and the timeliness of input requested from the community in conjunction with the activities and results of ECONorthwest efforts. Your recommendation was to rescope the project to be more inclusive and to postpone the start of any activities until after the first of the year.

Your second perhaps less spoken concern is one voiced by Mark Knudson during this month's Oak Lodge Community Council meeting on December 2<sup>nd</sup> in which Mark offered a presentation in support of developing an expanded water service district that would continue to operate independent of city or county boundaries and jurisdictional influence.

As a customer of the OLWSD and former board member of the Concord Oaks Homeowners Association I thought I would share my thoughts regarding your letter and concerns. First, I would suppose and perhaps request that the OLWSD remain neutral in regard to the Board's preference for incorporation and contain your influence over the activities of the Governance Project to the specific needs of the Service District. Understanding the community's preference to maintain OLWSD independence I would expect the desire for autonomy to be a primary interest the Board would want to preserve.

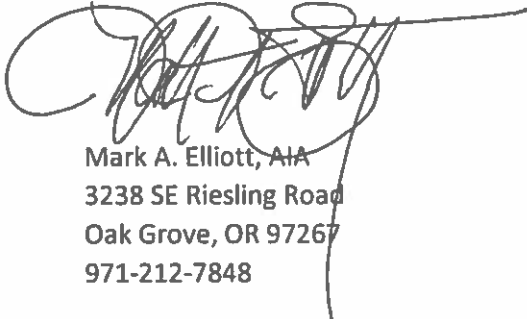
I would also implore the Board to establish lines of communication between yourselves and the Governance Project committee by establishing periodic and in-depth discussions with the Committee on how the best interest of the Service District can be incorporated into the efforts of the Governance Project and to learn firsthand what the Committee is doing, how they are doing it and why. Miscommunication can be poisonous, and it would be very unfortunate for the Board to be perceived as biased against incorporation and assume they speak with authority and consensus on behalf of the

Service District customer base. The question of incorporation rests with the citizens of this community and not with community service organizations and their governing boards. Rather I would hope the Board would do their best to work with the Governance committee, providing pertinent information and guidance they will need to ensure that the community makes an informed decision about incorporation without influential bias. It will be hard enough to separate fact from fiction during this controversial process, one that is sure to affect the health and prosperity of our community for many years to come.

On another matter, you may remember our homeowner's association request to withdraw from the Service District agreement for maintenance of our storm drain retention facility on Concord Road. The members of the homeowner's association overwhelmingly agreed to absorb responsibility for its maintenance and serviceability thinking that the HOA could better maintain the facility to our satisfaction while remaining under the guidance and oversight of the Service District. The HOA has been able to successfully maintain the facility, keep invasive plants at bay and improve plantings in the facility at a minimal cost to our members. Speaking as a customer of the Service District and as a community member, I would recommend that the Service District pursue similar arrangements with future developers when they are establishing HOA's for future residential developments. The HOA would be happy to share observations and outcomes with you from the last year.

I thank you for taking my thoughts into consideration and hope to hear more about the outcomes of the Water district's water and sewer masterplans.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark A. Elliott', with a long horizontal line extending to the right from the end of the signature.

Mark A. Elliott, AIA  
3238 SE Riesling Road  
Oak Grove, OR 97267  
971-212-7848



## CONSENT AGENDA

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**To** Board of Directors  
**From** Sarah Jo Chaplen, General Manager  
**Title** Consent Agenda  
**Item No.** 4  
**Date** December 15, 2020

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### 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. **November 2020 Financial Report**
- b. **Approval of the November 12, 2020 Board Special Meeting Minutes**
- c. **Approval of the November 17, 2020 Board Regular Meeting Minutes**
- d. **Approval of SDIS Insurance Policy Renewal for 2021**
- e. **Approval of Professional Services Agreement with Portland Engineering, Inc for SCADA System Support 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 _____
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## MONTHLY FINANCIAL REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Gail Stevens, Finance Director
<b>Title</b>	November 2020 Financial Reports
<b>Item No.</b>	4a
<b>Date</b>	December 15, 2020

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### Reports

- November 2020 Monthly Overview
- November 2020 Monthly Cash and Investment Balances Report
- November 2020 Budget to Actual Report
- November 2020 Budget Account Roll Up Report

**Oak Lodge Water Services  
Monthly Overview  
November 2020**

This report summarizes the revenues and expenditures for November 2020. Also incorporated in this report are account balances, including all cash and investment activity as well as checks and withdrawals.

The District's liquid cash and investment assets equal \$14.66 million as of the end of November 2020; consisting of \$1.36 million in checking, and \$13.30 million in the State Local Government Investment Pool (LGIP).

The District's checks, electronic withdrawals, and bank drafts total \$2.15 million for November 2020.

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.

GL Account	Service Charge	Budget Estimate	Period Amount	Year-to-Date Amount	Percentage of Budget
10-00-4210	Water sales-CRW	\$ 32,000	\$ -	\$ 14,795	46.23%
10-00-4211	Water sales	4,038,000	277,357	1,893,804	46.90%
20-00-4212	Wastewater charges	8,270,000	633,160	3,343,778	40.43%
30-00-4213	Watershed protection	1,548,000	127,701	645,755	41.72%
	Subtotal	\$ 13,888,000	\$ 1,038,218	\$ 5,898,131	42.47%

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.

Review of revenue lines that are above 50% of budget:

1. **4220 System development charges** is at 167.8% of budget. In November, the District received payment of SDC charges for two ADU's.
2. **4240 Service installations** is at 118.44% of budget. This revenue is directly related to development in the District when new service connections are added.
3. **4290 Other Charges for Services** is at 244.53% of budget. This revenue is from inspection and plan review fees. There are several active building developments throughout the District.
4. **4320 State Grant** for CARES Act funds of \$16,836 received for reimbursement for payroll cost related to Emergency FMLA.
5. **4630 Miscellaneous Revenue** is at 76.90% of budget. This revenue is from title companies. Property sales activities are high due to low interest rates.

With respect to expenditures, at the end of November expenditures are overall 16.84% of budget. When excluding Contingencies, expenditures are 22.82% of budget, with 33.33% of the fiscal year completed.

Review of expenditure lines that are above 50% of budget:

1. **5270 Workers Compensation** is at 99.59% of budget. This expense is paid in one lump sum in July.
2. **6120 Accounting & Audit Services** is at 107.43% of budget. This expense occurs in the first half of the fiscal year.

3. **6180 Dues & Subscriptions** is at 52.03% of budget. Consortium annual dues are paid in July.
4. **6290 Other Utilities** is at 56.02% of budget. This line includes pass-through charges that the District pays to City of Milwaukie for residences that flow to Kellogg water treatment facility.
5. **6320 Buildings and Grounds** is at 55.67% of budget. This is due to improvements completed to the HVAC Systems of all buildings to include UV treatment to reduce the potential of COVID-19 outbreaks in OLWSD facilities.
6. **6390 Other Repairs & Maintenance** is at 53.77% of budget. This is due to contracted work completed in conjunction with District work for customer. District invoices customer based on the final invoice.
7. **6560 Uniforms** is at 59.91% of budget. Uniforms budget line was reduced from prior years. This line may need to be reviewed in a later Supplemental Budget adjustment.
8. **6715 Water Quality Program** is at 137.81% of budget. This is due to required lead and copper testing every three years.
9. **6770 Bank Charges** is at 51.44% of budget. This is due to the collection of SDC charges via credit card payments resulting in additional banking fees. SDC Revenues are currently at 159.14% of budget.
10. **6780 Taxes and Fees** is at 219.43% of budget. This line was not budgeted in Wastewater Treatment fund- needs to be included in next Supplemental Budget.

### 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 0.50% of budgeted service charge revenue. The budgeted amount serves as a cap to the program's cost which can only be exceed 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 20 GPM 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
142	Low Income Rate Relief	\$ 69,440	\$ 5,681	\$ 28,646	41.25%

## Customer Time Payment Agreements (TPA)

The District extends TPA's to customers with delinquent balances to bring accounts current over time. Negotiation of a TPA is often the first step in working with a customer who may have trouble paying their utility bills.

The table below summarizes TPA activity for November 2020.

<u>Beginning of month</u>	<u>TPA Issued</u>	<u>TPA Completed</u>	<u>TPA Expired</u>	<u>End of month</u>
52	8	(10)	(5)	45

Of the total TPAs outstanding at November 30, 2020, 20 are current in their arrangements and 25 are delinquent. Ten TPAs completed with full payments received. Five TPAs expired in delinquent status. The District has mailed notices to delinquent TPA holders urging them to contact the District to make further arrangements.

## Emergency Customer Assistance Program (ECAP)

The District's budget line item for the Emergency Customer Assistance Program (ECAP) is \$97 thousand through June 30, 2021. These monies are earmarked as direct assistance to District customers experiencing acute financial troubles related to COVID-19 and that do not necessarily qualify for the District's Low-Income Rate Relief Program. Staff will provide monthly information going forward on the use of these monies to benefit District customers.

<u>Beginning of month</u>	<u>Expended</u>	<u>End of month</u>
\$97,000	\$3,605	\$93,395

The above expenditures represent assistance to eighteen (18) residential accounts and four (4) commercial accounts.

## Oak Lodge Water Services District

<b>Account Balances As of:</b>		
November 30, 2020	<b>Interest Rate</b>	<b>Balance</b>
<b>Account</b>		
Wells Fargo Bank Checking-3552	0.25%	\$ 1,356,542.76
LGIP	0.75%	\$ 13,300,316.19
Total		\$ 14,656,858.95



General Ledger  
Budget to Actual



User: jeff  
Printed: 12/4/2020 5:04:17 PM  
Period 05 - 05  
Fiscal Year 2021

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
<b>05</b>	<b>Administrative Services</b>					
	<b>NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
05-00-3500	Fund balance	335,000.00	0.00	598,700.78	0.00	178.72
	<i>Beginning Fund Balance</i>	<i>335,000.00</i>	<i>0.00</i>	<i>598,700.78</i>	<i>0.00</i>	<i>178.72</i>
	<b>NonDivisional</b>	<b>335,000.00</b>	<b>0.00</b>	<b>598,700.78</b>	<b>0.00</b>	<b>178.72</b>
	Fund Balance	335,000.00	0.00	598,700.78	0.00	178.72
	<b>NonDivisional Revenue</b>					
05-00-4320	State Grant Revenue	0.00	0.00	15,927.77	0.00	0.00
05-00-4610	Investment revenue	0.00	186.37	1,283.81	0.00	0.00
05-00-4630	Miscellaneous revenues	1,000.00	950.00	6,325.00	0.00	632.50
	<i>Revenue</i>	<i>1,000.00</i>	<i>1,136.37</i>	<i>23,536.58</i>	<i>0.00</i>	<i>2,353.66</i>
	<b>NonDivisional</b>	<b>1,000.00</b>	<b>1,136.37</b>	<b>23,536.58</b>	<b>0.00</b>	<b>2,353.66</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Revenue</i>					
05-29-4910	Transfer in from Fund 10	1,908,000.00	159,000.00	795,000.00	0.00	41.67
05-29-4920	Transfer in from Fund 20	2,026,000.00	168,833.33	844,166.65	0.00	41.67
05-29-4930	Transfer in from Fund 30	635,000.00	52,916.67	264,583.35	0.00	41.67
	<i>Revenue</i>	<i>4,569,000.00</i>	<i>380,750.00</i>	<i>1,903,750.00</i>	<i>0.00</i>	<i>41.67</i>
	<b>Transfers &amp; Contingencies</b>	<b>4,569,000.00</b>	<b>380,750.00</b>	<b>1,903,750.00</b>	<b>0.00</b>	<b>41.67</b>
	Revenue	4,570,000.00	381,886.37	1,927,286.58	0.00	42.17
	<b>AdminFinance</b>					
	<i>Personnel Services</i>					
05-01-5110	Regular employees	563,000.00	44,878.00	220,157.43	0.00	39.10
05-01-5120	Temporaryseasonal employees	5,000.00	0.00	0.00	0.00	0.00
05-01-5130	Overtime	5,000.00	81.70	4,530.16	0.00	90.60
05-01-5210	Healthdental insurance	115,000.00	8,175.45	39,145.59	0.00	34.04
05-01-5230	Social security	43,000.00	2,468.64	15,493.16	0.00	36.03
05-01-5240	Retirement	124,000.00	9,110.33	43,422.95	0.00	35.02
05-01-5250	TrimetWBF	4,000.00	347.95	1,738.93	0.00	43.47
05-01-5260	Unemployment	5,000.00	0.00	9,720.00	0.00	194.40
05-01-5270	Workers compensation	8,000.00	0.00	671.10	0.00	8.39
05-01-5290	Other employee benefits	5,000.00	130.45	3,434.40	0.00	68.69
	<i>Personnel Services</i>	<i>877,000.00</i>	<i>65,192.52</i>	<i>338,313.72</i>	<i>0.00</i>	<i>38.58</i>
	<i>Materials &amp; Services</i>					
05-01-6110	Legal services	375,000.00	21,406.00	55,910.00	0.00	14.91
05-01-6120	Accounting and audit services	45,000.00	18,000.00	48,344.45	8,254.73	107.43
05-01-6155	Contracted services	248,000.00	9,245.20	51,844.70	0.00	20.91
05-01-6180	Dues and subscriptions	35,000.00	3,311.41	26,923.41	160.00	76.92
05-01-6220	Electricity	9,000.00	0.00	4,184.56	0.00	46.50
05-01-6240	Natural gas	1,000.00	0.00	436.09	0.00	43.61

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-01-6290	Other utilities	20,000.00	237.89	10,251.47	0.00	51.26
05-01-6310	Janitorial services	25,000.00	1,340.29	5,344.14	0.00	21.38
05-01-6320	Buildings and grounds maint	18,000.00	326.00	9,299.29	0.00	51.66
05-01-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-01-6420	Staff training	12,000.00	150.00	345.00	0.00	2.88
05-01-6440	Board expense	0.00	0.00	-886.06	0.00	0.00
05-01-6510	Office supplies	25,000.00	4,340.72	12,685.56	1,334.10	50.74
05-01-6530	Small tools and equipment	2,000.00	0.00	0.00	0.00	0.00
05-01-6560	Uniforms	500.00	0.00	0.00	0.00	0.00
05-01-6730	Communications	2,000.00	68.47	547.76	0.00	27.39
05-01-6740	Advertising	1,000.00	0.00	209.09	0.00	20.91
05-01-6750	Other Purchased Services	0.00	0.00	1,000.00	0.00	0.00
05-01-6760	Equipment rental	1,000.00	220.00	1,104.40	1,344.60	110.44
05-01-6770	Bank charges	125,000.00	9,438.27	64,304.36	65,258.03	51.44
05-01-6780	Taxes, fees, and other charges	1,000.00	0.00	1,034.93	0.00	103.49
05-01-6785	ECAP Payments	97,000.00	991.21	3,605.49	0.00	3.72
05-01-6900	Miscellaneous expense <i>Materials &amp; Services</i>	1,000.00 <i>1,044,500.00</i>	0.00 <i>69,075.46</i>	0.00 <i>296,488.64</i>	0.00 <i>76,351.46</i>	0.00 <i>28.39</i>
	<b>AdminFinance</b>	<b>1,921,500.00</b>	<b>134,267.98</b>	<b>634,802.36</b>	<b>76,351.46</b>	<b>33.04</b>
	<b>Human Resources</b>					
	<i>Personnel Services</i>					
05-02-5110	Regular employees	152,000.00	12,562.40	61,136.66	0.00	40.22
05-02-5130	Overtime	5,000.00	163.66	676.00	0.00	13.52
05-02-5210	Healthdental insurance	26,000.00	1,720.66	8,603.86	0.00	33.09
05-02-5230	Social security	12,000.00	956.28	4,642.32	0.00	38.69
05-02-5240	Retirement	27,000.00	2,154.43	10,464.58	0.00	38.76
05-02-5250	TrimetWBF	1,000.00	99.80	378.05	0.00	37.81
05-02-5270	Workers compensation	2,000.00	0.00	174.96	0.00	8.75
05-02-5290	Other employee benefits <i>Personnel Services</i>	2,000.00 <i>227,000.00</i>	0.00 <i>17,657.23</i>	0.00 <i>86,076.43</i>	0.00 <i>0.00</i>	0.00 <i>37.92</i>
	<i>Materials &amp; Services</i>					
05-02-6180	Dues and subscriptions	1,000.00	130.00	130.00	0.00	13.00
05-02-6230	Telephone	57,000.00	4,309.40	19,464.64	0.00	34.15
05-02-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-02-6420	Staff training	22,000.00	217.00	217.00	0.00	0.99
05-02-6440	Board Travel and Training	7,000.00	0.00	22.00	0.00	0.31
05-02-6510	Office supplies	1,000.00	0.00	196.20	0.00	19.62
05-02-6540	Safety Supplies	1,000.00	0.00	0.00	0.00	0.00
05-02-6610	Board Compensation	2,500.00	0.00	0.00	0.00	0.00
05-02-6720	Insurance-General	240,000.00	0.00	-210.00	0.00	-0.09
05-02-6730	Communications	6,000.00	0.00	0.00	0.00	0.00
05-02-6740	Advertising	5,000.00	0.00	229.00	0.00	4.58
05-02-6785	ECAP Payments <i>Materials &amp; Services</i>	0.00 <i>343,500.00</i>	0.00 <i>4,656.40</i>	0.00 <i>20,048.84</i>	0.00 <i>0.00</i>	0.00 <i>5.84</i>
	<b>Human Resources</b>	<b>570,500.00</b>	<b>22,313.63</b>	<b>106,125.27</b>	<b>0.00</b>	<b>18.60</b>
	<b>Technical Services</b>					
	<i>Personnel Services</i>					
05-03-5110	Regular employees	577,000.00	39,074.93	190,014.88	0.00	32.93
05-03-5130	Overtime	5,000.00	0.00	133.00	0.00	2.66
05-03-5210	Healthdental Insurance	112,000.00	8,063.99	40,321.35	0.00	36.00
05-03-5230	Social security	44,000.00	2,940.20	14,301.17	0.00	32.50
05-03-5240	Retirement	112,000.00	7,020.72	34,151.15	0.00	30.49
05-03-5250	TrimetWBF	4,000.00	305.57	1,485.94	0.00	37.15
05-03-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
05-03-5270	Workers compensation	9,000.00	0.00	664.16	0.00	7.38
05-03-5290	Other employee benefits <i>Personnel Services</i>	5,000.00 <i>873,000.00</i>	0.00 <i>57,405.41</i>	0.00 <i>281,071.65</i>	0.00 <i>0.00</i>	0.00 <i>32.20</i>

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	<i>Materials &amp; Services</i>					
05-03-6155	Contracted services	291,000.00	16,798.23	45,871.22	73,147.85	15.76
05-03-6180	Dues and subscriptions	10,000.00	0.00	0.00	0.00	0.00
05-03-6350	Computer maintenance	237,000.00	16,300.82	92,488.76	2,850.00	39.02
05-03-6410	Mileage	3,000.00	0.00	0.00	0.00	0.00
05-03-6420	Staff training	16,000.00	824.00	2,154.00	0.00	13.46
05-03-6430	Certifications	1,000.00	0.00	0.00	0.00	0.00
05-03-6510	Office supplies	3,000.00	20.00	107.98	0.00	3.60
05-03-6540	Safety supplies	8,000.00	0.00	383.99	0.00	4.80
05-03-6730	Communications	149,000.00	0.00	2,320.16	0.00	1.56
	<i>Materials &amp; Services</i>	<i>718,000.00</i>	<i>33,943.05</i>	<i>143,326.11</i>	<i>75,997.85</i>	<i>19.96</i>
	<b>Technical Services</b>	<b>1,591,000.00</b>	<b>91,348.46</b>	<b>424,397.76</b>	<b>75,997.85</b>	<b>26.67</b>
	<b>Vehicle Services</b>					
	<i>Materials &amp; Services</i>					
05-04-6330	Vehicleequipment maintenance	50,000.00	9,129.54	16,262.30	0.00	32.52
05-04-6520	Fuels and oils	71,000.00	3,493.39	11,820.30	0.00	16.65
	<i>Materials &amp; Services</i>	<i>121,000.00</i>	<i>12,622.93</i>	<i>28,082.60</i>	<i>0.00</i>	<i>23.21</i>
	<b>Vehicle Services</b>	<b>121,000.00</b>	<b>12,622.93</b>	<b>28,082.60</b>	<b>0.00</b>	<b>23.21</b>
	<b>Special Payments</b>					
	<i>Special Payments</i>					
05-25-6990	Special Payments - PERS	552,000.00	552,000.00	552,000.00	0.00	100.00
	<i>Special Payments</i>	<i>552,000.00</i>	<i>552,000.00</i>	<i>552,000.00</i>	<i>0.00</i>	<i>100.00</i>
	<b>Special Payments</b>	<b>552,000.00</b>	<b>552,000.00</b>	<b>552,000.00</b>	<b>0.00</b>	<b>100.00</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Transfers &amp; Contingencies</i>					
05-29-9000	Contingency	139,000.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>139,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	<b>Transfers &amp; Contingencies</b>	<b>139,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>05</b>	Expense <b>Administrative Services</b>	4,895,000.00 <b>10,000.00</b>	812,553.00 <b>-430,666.63</b>	1,745,407.99 <b>780,579.37</b>	152,349.31 <b>-152,349.31</b>	35.66 <b>7,805.79</b>
<b>10</b>	<b>Drinking Water NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
10-00-3500	Fund balance	1,527,000.00	0.00	1,504,202.42	0.00	98.51
	<i>Beginning Fund Balance</i>	<i>1,527,000.00</i>	<i>0.00</i>	<i>1,504,202.42</i>	<i>0.00</i>	<i>98.51</i>
	<b>NonDivisional</b>	<b>1,527,000.00</b>	<b>0.00</b>	<b>1,504,202.42</b>	<b>0.00</b>	<b>98.51</b>
	Fund Balance <b>NonDivisional Revenue</b>	1,527,000.00	0.00	1,504,202.42	0.00	98.51
10-00-4210	Water Sales - CRW	32,000.00	0.00	14,794.58	0.00	46.23
10-00-4211	Water sales	4,038,000.00	277,356.66	1,893,804.27	0.00	46.90
10-00-4215	Penalties and late charges	20,000.00	0.00	-127.79	0.00	-0.64
10-00-4220	System development charges	100,000.00	10,908.00	189,024.80	0.00	189.02
10-00-4230	Contract services	40,000.00	4,000.00	25,400.00	0.00	63.50
10-00-4240	Service installations	10,000.00	2,002.00	23,688.82	0.00	236.89

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
10-00-4280	Rents & leases	200,000.00	22,646.82	77,594.41	0.00	38.80
10-00-4290	Other charges for services	10,000.00	820.00	10,593.65	0.00	105.94
10-00-4610	Investment revenue	10,000.00	370.63	2,989.26	0.00	29.89
10-00-4630	Miscellaneous revenues	26,000.00	1,279.97	19,008.07	0.00	73.11
	<i>Revenue</i>	<i>4,486,000.00</i>	<i>319,384.08</i>	<i>2,256,770.07</i>	<i>0.00</i>	<i>50.31</i>
	<b>NonDivisional</b>	<b>4,486,000.00</b>	<b>319,384.08</b>	<b>2,256,770.07</b>	<b>0.00</b>	<b>50.31</b>
	Revenue	4,486,000.00	319,384.08	2,256,770.07	0.00	50.31
	<b>Drinking Water</b>					
	<i>Personnel Services</i>					
10-20-5110	Regular employees	607,000.00	49,925.84	245,268.15	0.00	40.41
10-20-5130	Overtime	35,000.00	6,487.13	16,232.51	0.00	46.38
10-20-5210	Healthdental insurance	140,000.00	11,428.79	57,146.12	0.00	40.82
10-20-5230	Social Security	47,000.00	4,225.21	19,552.26	0.00	41.60
10-20-5240	Retirement	132,000.00	11,592.74	53,256.10	0.00	40.35
10-20-5250	TrimetWBF	5,000.00	438.29	2,030.71	0.00	40.61
10-20-5260	Unemployment	8,000.00	0.00	0.00	0.00	0.00
10-20-5270	Workers compensation	9,000.00	0.00	16,936.29	0.00	188.18
10-20-5290	Other employee benefits	6,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>989,000.00</i>	<i>84,098.00</i>	<i>410,422.14</i>	<i>0.00</i>	<i>41.50</i>
	<i>Materials &amp; Services</i>					
10-20-6155	Contracted Services	20,000.00	0.00	0.00	0.00	0.00
10-20-6220	Electricity	27,000.00	1,935.82	13,997.37	0.00	51.84
10-20-6240	Natural gas	3,000.00	0.00	794.60	0.00	26.49
10-20-6290	Other utilities	0.00	161.33	677.99	0.00	0.00
10-20-6310	Janitorial services	0.00	0.00	-99.23	0.00	0.00
10-20-6320	Buildings & grounds	5,000.00	815.65	12,026.82	0.00	240.54
10-20-6340	Distribution system maint	200,000.00	25,222.48	108,836.28	17,624.10	54.42
10-20-6390	Other repairs & maintenance	35,000.00	4,499.52	21,313.07	0.00	60.89
10-20-6420	Staff training	10,000.00	90.00	415.00	0.00	4.15
10-20-6430	Certifications	2,000.00	465.00	623.00	0.00	31.15
10-20-6530	Small tools & equipment	9,000.00	0.00	1,417.08	0.00	15.75
10-20-6540	Safety supplies	15,000.00	1,800.08	5,981.49	0.00	39.88
10-20-6550	Operational Supplies	2,000.00	174.99	2,167.23	0.00	108.36
10-20-6560	Uniforms	2,000.00	0.00	0.00	0.00	0.00
10-20-6710	Purchased water	1,084,000.00	75,878.22	540,932.42	0.00	49.90
10-20-6715	Water quality program	5,000.00	0.00	6,890.40	0.00	137.81
10-20-6760	Equipment Rental	3,500.00	0.00	0.00	0.00	0.00
10-20-6780	Taxes & fees	20,000.00	521.95	7,961.77	0.00	39.81
10-20-6900	Miscellaneous expense	1,000.00	78.59	78.59	0.00	7.86
	<i>Materials &amp; Services</i>	<i>1,443,500.00</i>	<i>111,643.63</i>	<i>724,013.88</i>	<i>17,624.10</i>	<i>50.16</i>
	<b>Drinking Water</b>	<b>2,432,500.00</b>	<b>195,741.63</b>	<b>1,134,436.02</b>	<b>17,624.10</b>	<b>46.64</b>
	<b>Debt Service</b>					
	<i>Materials &amp; Services</i>					
10-24-6815	Zions Bank loan-principal	179,000.00	0.00	0.00	0.00	0.00
10-24-6825	Zions Bank loan-interest	30,801.00	0.00	15,400.25	0.00	50.00
	<i>Materials &amp; Services</i>	<i>209,801.00</i>	<i>0.00</i>	<i>15,400.25</i>	<i>0.00</i>	<i>7.34</i>
	<b>Debt Service</b>	<b>209,801.00</b>	<b>0.00</b>	<b>15,400.25</b>	<b>0.00</b>	<b>7.34</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Transfers &amp; Contingencies</i>					
10-29-8105	Transfer out - Fund 05	1,908,000.00	159,000.00	795,000.00	0.00	41.67
10-29-8171	Transfers out to Fund 71	500,000.00	41,666.67	208,333.35	0.00	41.67
10-29-9000	Contingency	962,699.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>3,370,699.00</i>	<i>200,666.67</i>	<i>1,003,333.35</i>	<i>0.00</i>	<i>29.77</i>

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	<b>Transfers &amp; Contingencies</b>	<b>3,370,699.00</b>	<b>200,666.67</b>	<b>1,003,333.35</b>	<b>0.00</b>	<b>29.77</b>
10	Expense <b>Drinking Water</b>	6,013,000.00 <b>0.00</b>	396,408.30 <b>-77,024.22</b>	2,153,169.62 <b>1,607,802.87</b>	17,624.10 <b>-17,624.10</b>	35.81 <b>0.00</b>
20	<b>Wastewater Reclam. NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
20-00-3500	Fund balance	1,842,000.00	0.00	1,807,252.47	0.00	98.11
	<i>Beginning Fund Balance</i>	<i>1,842,000.00</i>	<i>0.00</i>	<i>1,807,252.47</i>	<i>0.00</i>	<i>98.11</i>
	<b>NonDivisional</b>	<b>1,842,000.00</b>	<b>0.00</b>	<b>1,807,252.47</b>	<b>0.00</b>	<b>98.11</b>
	Fund Balance	1,842,000.00	0.00	1,807,252.47	0.00	98.11
	<b>NonDivisional Revenue</b>					
20-00-4212	Wastewater charges	8,270,000.00	633,159.94	3,343,777.52	0.00	40.43
20-00-4215	Penalties & late charges	10,000.00	0.00	0.00	0.00	0.00
20-00-4220	System development charges	125,000.00	10,330.00	222,095.00	0.00	177.68
20-00-4240	Service installations	10,000.00	0.00	0.00	0.00	0.00
20-00-4290	Other charges for services	10,000.00	1,266.00	16,725.69	0.00	167.26
20-00-4320	State grants	0.00	0.00	908.00	0.00	0.00
20-00-4610	Investment revenue	5,000.00	103.29	965.78	0.00	19.32
20-00-4630	Miscellaneous revenues	5,000.00	0.00	43.30	0.00	0.87
	<i>Revenue</i>	<i>8,435,000.00</i>	<i>644,859.23</i>	<i>3,584,515.29</i>	<i>0.00</i>	<i>42.50</i>
	<b>NonDivisional</b>	<b>8,435,000.00</b>	<b>644,859.23</b>	<b>3,584,515.29</b>	<b>0.00</b>	<b>42.50</b>
	Revenue	8,435,000.00	644,859.23	3,584,515.29	0.00	42.50
	<b>Wastewater-Plant Personnel Services</b>					
20-21-5110	Regular employees	608,000.00	45,926.10	226,714.53	0.00	37.29
20-21-5120	Temporaryseasonal employees	35,000.00	0.00	0.00	0.00	0.00
20-21-5130	Overtime	45,000.00	5,569.57	21,306.31	0.00	47.35
20-21-5210	Healthdental insurance	179,000.00	12,269.29	61,348.35	0.00	34.27
20-21-5230	Social security	55,000.00	3,855.73	18,553.25	0.00	33.73
20-21-5240	Retirement	131,000.00	8,718.23	41,989.95	0.00	32.05
20-21-5250	TrimetWBF	5,000.00	400.05	1,929.47	0.00	38.59
20-21-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
20-21-5270	Workers compensation	9,000.00	0.00	15,600.79	0.00	173.34
20-21-5290	Other employee benefits	6,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,078,000.00</i>	<i>76,738.97</i>	<i>387,442.65</i>	<i>0.00</i>	<i>35.94</i>
	<i>Materials &amp; Services</i>					
20-21-6155	Contracted services	133,000.00	12,012.80	36,206.50	104.88	27.22
20-21-6180	Dues & subscriptions	6,000.00	0.00	0.00	0.00	0.00
20-21-6220	Electricity	260,000.00	1,873.19	85,080.10	0.00	32.72
20-21-6240	Natural gas	1,000.00	0.00	122.87	0.00	12.29
20-21-6250	Solid waste disposal	81,000.00	4,916.18	14,441.76	0.00	17.83
20-21-6290	Other utilities	1,000.00	0.00	835.40	0.00	83.54
20-21-6310	Janitorial services	10,000.00	798.99	2,770.65	0.00	27.71
20-21-6320	Buildings & grounds	57,000.00	3,745.03	22,927.04	1,419.00	40.22
20-21-6342	WRF system maintenance	270,000.00	28,366.39	138,922.57	17,739.94	51.45
20-21-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
20-21-6420	Staff training	9,000.00	299.00	517.00	0.00	5.74
20-21-6430	Certifications	2,000.00	0.00	430.00	0.00	21.50
20-21-6520	Fuel & oils	0.00	594.30	594.30	0.00	0.00
20-21-6525	Chemicals	26,000.00	5,346.35	12,702.70	15,741.90	48.86
20-21-6530	Small tools & equipment	10,000.00	1,020.76	3,159.63	0.00	31.60
20-21-6540	Safety supplies	20,000.00	766.89	3,649.95	0.00	18.25

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
20-21-6550	Operational supplies	14,000.00	777.63	2,408.73	3,143.86	17.21
20-21-6560	Uniforms	9,000.00	911.04	10,396.08	0.00	115.51
20-21-6590	Other supplies	10,000.00	0.00	270.03	0.00	2.70
20-21-6740	Advertising	0.00	0.00	496.30	0.00	0.00
20-21-6750	Other purchased services	15,000.00	0.00	0.00	0.00	0.00
20-21-6780	Taxes & fees	0.00	23,222.53	28,136.43	0.00	0.00
20-21-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials &amp; Services</i>	<i>936,000.00</i>	<i>84,651.08</i>	<i>364,068.04</i>	<i>38,149.58</i>	<i>38.90</i>
	<b>Wastewater-Plant</b>	<b>2,014,000.00</b>	<b>161,390.05</b>	<b>751,510.69</b>	<b>38,149.58</b>	<b>37.31</b>
	<b>Wastewater-Collections</b>					
	<i>Personnel Services</i>					
20-22-5110	Regular employees	401,000.00	40,876.17	199,440.34	0.00	49.74
20-22-5130	Overtime	11,000.00	1,258.85	4,399.68	0.00	40.00
20-22-5210	Healthdental insurance	110,000.00	11,041.49	42,813.59	0.00	38.92
20-22-5230	Social security	32,000.00	3,203.73	15,541.65	0.00	48.57
20-22-5240	Retirement	70,000.00	7,805.51	37,837.63	0.00	54.05
20-22-5250	TrimetWBF	3,000.00	333.76	1,620.94	0.00	54.03
20-22-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
20-22-5270	Workers compensation	7,000.00	0.00	9,149.34	0.00	130.70
20-22-5290	Other employee benefits	4,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>643,000.00</i>	<i>64,519.51</i>	<i>310,803.17</i>	<i>0.00</i>	<i>48.34</i>
	<i>Materials &amp; Services</i>					
20-22-6310	Janitorial services	0.00	0.00	-43.83	0.00	0.00
20-22-6320	Buildings & grounds	1,000.00	843.32	843.32	0.00	84.33
20-22-6342	Collection system maint.	50,000.00	572.50	8,438.09	3,210.25	16.88
20-22-6390	Other repairs & maintenance	5,000.00	0.00	194.16	0.00	3.88
20-22-6420	Staff training	8,000.00	0.00	0.00	0.00	0.00
20-22-6430	Certifications	2,000.00	0.00	0.00	0.00	0.00
20-22-6530	Small tools & equipment	25,000.00	1,040.07	1,130.21	0.00	4.52
20-22-6540	Safety supplies	4,000.00	631.59	1,327.77	0.00	33.19
20-22-6550	Operational supplies	5,000.00	32.17	366.64	0.00	7.33
20-22-6560	Uniforms	9,000.00	1,597.21	2,784.71	0.00	30.94
20-22-6780	Taxes & fees	0.00	863.75	8,946.42	0.00	0.00
20-22-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials &amp; Services</i>	<i>110,000.00</i>	<i>5,580.61</i>	<i>23,987.49</i>	<i>3,210.25</i>	<i>21.81</i>
	<b>Wastewater-Collections</b>	<b>753,000.00</b>	<b>70,100.12</b>	<b>334,790.66</b>	<b>3,210.25</b>	<b>44.46</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Transfers &amp; Contingencies</i>					
20-29-8105	Transfers out to Fund 05	2,026,000.00	168,833.33	844,166.65	0.00	41.67
20-29-8140	Transfers out to Fund 40	812,000.00	812,000.00	812,000.00	0.00	100.00
20-29-8150	Transfers out to Fund 50	2,871,000.00	187,287.50	774,285.50	0.00	26.97
20-29-8172	Transfers out to Fund 72	1,000,000.00	83,333.33	416,666.65	0.00	41.67
20-29-9000	Contingency	801,000.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>7,510,000.00</i>	<i>1,251,454.16</i>	<i>2,847,118.80</i>	<i>0.00</i>	<i>37.91</i>
	<b>Transfers &amp; Contingencies</b>	<b>7,510,000.00</b>	<b>1,251,454.16</b>	<b>2,847,118.80</b>	<b>0.00</b>	<b>37.91</b>
	Expense	10,277,000.00	1,482,944.33	3,933,420.15	41,359.83	38.27
<b>20</b>	<b>Wastewater Reclam.</b>	<b>0.00</b>	<b>-838,085.10</b>	<b>1,458,347.61</b>	<b>-41,359.83</b>	<b>0.00</b>
<b>30</b>	<b>Watershed Protection NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
30-00-3500	Fund balance	410,000.00	0.00	436,465.50	0.00	106.46
	<i>Beginning Fund Balance</i>	<i>410,000.00</i>	<i>0.00</i>	<i>436,465.50</i>	<i>0.00</i>	<i>106.46</i>

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	<b>NonDivisional</b>	<b>410,000.00</b>	<b>0.00</b>	<b>436,465.50</b>	<b>0.00</b>	<b>106.46</b>
	Fund Balance	410,000.00	0.00	436,465.50	0.00	106.46
	<b>NonDivisional Revenue</b>					
30-00-4213	Watershed protection fees	1,548,000.00	127,700.98	645,754.63	0.00	41.72
30-00-4215	Penalties & late charges	2,000.00	0.00	0.00	0.00	0.00
30-00-4220	System development charges	20,000.00	0.00	0.00	0.00	0.00
30-00-4290	Other charges for services	5,000.00	2,600.00	33,812.55	0.00	676.25
30-00-4610	Investment revenue	0.00	75.16	714.14	0.00	0.00
30-00-4630	Miscellaneous revenues	1,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,576,000.00</i>	<i>130,376.14</i>	<i>680,281.32</i>	<i>0.00</i>	<i>43.17</i>
	<b>NonDivisional</b>	<b>1,576,000.00</b>	<b>130,376.14</b>	<b>680,281.32</b>	<b>0.00</b>	<b>43.17</b>
	Revenue	1,576,000.00	130,376.14	680,281.32	0.00	43.17
	<b>Watershed Protection Personnel Services</b>					
30-23-5110	Regular employees	92,000.00	1,801.43	9,039.52	0.00	9.83
30-23-5120	Temporary/seasonal employees	2,000.00	0.00	0.00	0.00	0.00
30-23-5130	Overtime	1,000.00	0.00	0.00	0.00	0.00
30-23-5210	Health/dental insurance	8,000.00	293.00	1,464.95	0.00	18.31
30-23-5230	Social Security	7,000.00	133.01	666.97	0.00	9.53
30-23-5240	Retirement	20,000.00	304.98	1,530.34	0.00	7.65
30-23-5250	Trimet/WBF	1,000.00	13.93	69.81	0.00	6.98
30-23-5260	Unemployment	1,000.00	0.00	2,508.44	0.00	250.84
30-23-5270	Workers compensation	1,000.00	0.00	1,618.73	0.00	161.87
30-23-5290	Other employee benefits	1,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>134,000.00</i>	<i>2,546.35</i>	<i>16,898.76</i>	<i>0.00</i>	<i>12.61</i>
	<i>Materials &amp; Services</i>					
30-23-6155	Contracted Services	40,000.00	0.00	2,037.75	29,587.25	5.09
30-23-6310	Janitorial services	0.00	0.00	-66.78	0.00	0.00
30-23-6340	System maintenance	50,000.00	0.00	0.00	0.00	0.00
30-23-6420	Staff training	3,000.00	0.00	0.00	0.00	0.00
30-23-6530	Small tools & equipment	0.00	95.89	1,198.92	0.00	0.00
30-23-6540	Safety supplies	500.00	0.00	0.00	0.00	0.00
30-23-6560	Uniforms	1,500.00	0.00	0.00	0.00	0.00
30-23-6730	Communications	10,000.00	0.00	15,493.61	0.00	154.94
	<i>Materials &amp; Services</i>	<i>105,000.00</i>	<i>95.89</i>	<i>18,663.50</i>	<i>29,587.25</i>	<i>17.77</i>
	<b>Watershed Protection</b>	<b>239,000.00</b>	<b>2,642.24</b>	<b>35,562.26</b>	<b>29,587.25</b>	<b>14.88</b>
	<b>Debt Service</b>					
	<i>Materials &amp; Services</i>					
30-24-6814	Principal Payment-KS Statebank	54,233.00	0.00	54,233.33	0.00	100.00
30-24-6824	Interest Paid-KS Statebank	8,325.00	0.00	8,324.28	0.00	99.99
	<i>Materials &amp; Services</i>	<i>62,558.00</i>	<i>0.00</i>	<i>62,557.61</i>	<i>0.00</i>	<i>100.00</i>
	<b>Debt Service</b>	<b>62,558.00</b>	<b>0.00</b>	<b>62,557.61</b>	<b>0.00</b>	<b>100.00</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Transfers &amp; Contingencies</i>					
30-29-8105	Transfers out to Fund 05	635,000.00	52,916.67	264,583.35	0.00	41.67
30-29-8173	Transfers out to Fund 73	500,000.00	41,666.67	208,333.35	0.00	41.67
30-29-9000	Contingency	549,442.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>1,684,442.00</i>	<i>94,583.34</i>	<i>472,916.70</i>	<i>0.00</i>	<i>28.08</i>

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	<b>Transfers &amp; Contingencies</b>	<b>1,684,442.00</b>	<b>94,583.34</b>	<b>472,916.70</b>	<b>0.00</b>	<b>28.08</b>
30	Expense <b>Watershed Protection</b>	1,986,000.00 <b>0.00</b>	97,225.58 <b>33,150.56</b>	571,036.57 <b>545,710.25</b>	29,587.25 <b>-29,587.25</b>	28.75 <b>0.00</b>
40	<b>WW GO Debt Service NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
40-00-3500	Fund balance	333,000.00	0.00	333,918.79	0.00	100.28
	<i>Beginning Fund Balance</i>	<i>333,000.00</i>	<i>0.00</i>	<i>333,918.79</i>	<i>0.00</i>	<i>100.28</i>
	<b>NonDivisional</b>	<b>333,000.00</b>	<b>0.00</b>	<b>333,918.79</b>	<b>0.00</b>	<b>100.28</b>
	Fund Balance	333,000.00	0.00	333,918.79	0.00	100.28
	<b>NonDivisional</b>					
	<i>Revenue</i>					
40-00-4610	Investment revenue	7,000.00	209.54	1,369.13	0.00	19.56
40-00-4701	Interest Subsidy	111,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>118,000.00</i>	<i>209.54</i>	<i>1,369.13</i>	<i>0.00</i>	<i>1.16</i>
	<b>NonDivisional</b>	<b>118,000.00</b>	<b>209.54</b>	<b>1,369.13</b>	<b>0.00</b>	<b>1.16</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Revenue</i>					
40-29-4920	Transfers in from Fund 20	812,000.00	812,000.00	812,000.00	0.00	100.00
	<i>Revenue</i>	<i>812,000.00</i>	<i>812,000.00</i>	<i>812,000.00</i>	<i>0.00</i>	<i>100.00</i>
	<b>Transfers &amp; Contingencies</b>	<b>812,000.00</b>	<b>812,000.00</b>	<b>812,000.00</b>	<b>0.00</b>	<b>100.00</b>
	<i>Revenue</i>					
	Debt Service	930,000.00	812,209.54	813,369.13	0.00	87.46
	<i>Materials &amp; Services</i>					
40-24-6811	2010 IFA Loan Principal	375,273.00	375,273.00	375,273.00	0.00	100.00
40-24-6822	2010 IFA Loan Interest	262,828.00	262,827.30	262,827.30	0.00	100.00
	<i>Materials &amp; Services</i>	<i>638,101.00</i>	<i>638,100.30</i>	<i>638,100.30</i>	<i>0.00</i>	<i>100.00</i>
	<b>Debt Service</b>	<b>638,101.00</b>	<b>638,100.30</b>	<b>638,100.30</b>	<b>0.00</b>	<b>100.00</b>
40	Expense <b>WW GO Debt Service</b>	638,101.00 <b>624,899.00</b>	638,100.30 <b>174,109.24</b>	638,100.30 <b>509,187.62</b>	0.00 <b>0.00</b>	100.00 <b>81.48</b>
50	<b>WW Revenue Bond Debt Service NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
50-00-3500	Fund balance	682,000.00	0.00	678,562.56	0.00	99.50
	<i>Beginning Fund Balance</i>	<i>682,000.00</i>	<i>0.00</i>	<i>678,562.56</i>	<i>0.00</i>	<i>99.50</i>
	<b>NonDivisional</b>	<b>682,000.00</b>	<b>0.00</b>	<b>678,562.56</b>	<b>0.00</b>	<b>99.50</b>
	Fund Balance	682,000.00	0.00	678,562.56	0.00	99.50
	<b>NonDivisional</b>					
	<i>Revenue</i>					
50-00-4610	Investment revenue	16,084.00	418.62	2,742.84	0.00	17.05
	<i>Revenue</i>	<i>16,084.00</i>	<i>418.62</i>	<i>2,742.84</i>	<i>0.00</i>	<i>17.05</i>
	<b>NonDivisional</b>	<b>16,084.00</b>	<b>418.62</b>	<b>2,742.84</b>	<b>0.00</b>	<b>17.05</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Revenue</i>					



Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
50-29-4920	Transfer in from Fund 20 <i>Revenue</i>	2,871,000.00 <i>2,871,000.00</i>	187,287.50 <i>187,287.50</i>	774,285.50 <i>774,285.50</i>	0.00 <i>0.00</i>	26.97 <i>26.97</i>
	<b>Transfers &amp; Contingencies</b>	<b>2,871,000.00</b>	<b>187,287.50</b>	<b>774,285.50</b>	<b>0.00</b>	<b>26.97</b>
	Revenue <b>Debt Service</b> <i>Materials &amp; Services</i>	2,887,084.00	187,706.12	777,028.34	0.00	26.91
50-24-6810	2010 SRF Loan Principal	910,550.00	0.00	453,101.00	0.00	49.76
50-24-6813	JPM Bank Loan Principal	1,356,000.00	0.00	0.00	0.00	0.00
50-24-6820	2010 SRF Loan Interest	327,958.00	0.00	133,897.00	0.00	40.83
50-24-6823	JPM Bank Loan Interest <i>Materials &amp; Services</i>	374,576.00 <i>2,969,084.00</i>	187,287.50 <i>187,287.50</i>	187,287.50 <i>774,285.50</i>	0.00 <i>0.00</i>	50.00 <i>26.08</i>
	<b>Debt Service</b>	<b>2,969,084.00</b>	<b>187,287.50</b>	<b>774,285.50</b>	<b>0.00</b>	<b>26.08</b>
50	Expense <b>WW Revenue Bond</b> <b>Debt Service</b>	2,969,084.00 <b>600,000.00</b>	187,287.50 <b>418.62</b>	774,285.50 <b>681,305.40</b>	0.00 <b>0.00</b>	26.08 <b>113.55</b>
71	<b>Drinking Water</b> <b>Capital</b> <b>NonDivisional</b> <i>Beginning Fund Balance</i>					
71-00-3500	Fund balance <i>Beginning Fund Balance</i>	3,942,000.00 <i>3,942,000.00</i>	0.00 <i>0.00</i>	4,229,831.51 <i>4,229,831.51</i>	0.00 <i>0.00</i>	107.30 <i>107.30</i>
	<b>NonDivisional</b>	<b>3,942,000.00</b>	<b>0.00</b>	<b>4,229,831.51</b>	<b>0.00</b>	<b>107.30</b>
	Fund Balance <b>NonDivisional</b> <i>Revenue</i>	3,942,000.00	0.00	4,229,831.51	0.00	107.30
71-00-4610	Investment revenue <i>Revenue</i>	50,000.00 <i>50,000.00</i>	2,640.03 <i>2,640.03</i>	17,422.32 <i>17,422.32</i>	0.00 <i>0.00</i>	34.84 <i>34.84</i>
	<b>NonDivisional</b>	<b>50,000.00</b>	<b>2,640.03</b>	<b>17,422.32</b>	<b>0.00</b>	<b>34.84</b>
	<b>Transfers &amp; Contingencies</b> <i>Revenue</i>					
71-29-4910	Transfer in from Fund 10 <i>Revenue</i>	500,000.00 <i>500,000.00</i>	41,666.67 <i>41,666.67</i>	208,333.35 <i>208,333.35</i>	0.00 <i>0.00</i>	41.67 <i>41.67</i>
	<b>Transfers &amp; Contingencies</b>	<b>500,000.00</b>	<b>41,666.67</b>	<b>208,333.35</b>	<b>0.00</b>	<b>41.67</b>
	Revenue <b>Drinking Water</b> <i>Capital Outlay</i>	550,000.00	44,306.70	225,755.67	0.00	41.05
71-20-7540	Vehicles	35,000.00	0.00	0.00	0.00	0.00
71-20-7600	Capital Improvement Projects <i>Capital Outlay</i>	1,480,000.00 <i>1,515,000.00</i>	4,125.00 <i>4,125.00</i>	162,502.46 <i>162,502.46</i>	336,895.55 <i>336,895.55</i>	10.98 <i>10.73</i>
	<b>Drinking Water</b>	<b>1,515,000.00</b>	<b>4,125.00</b>	<b>162,502.46</b>	<b>336,895.55</b>	<b>10.73</b>
	<b>Transfers &amp; Contingencies</b> <i>Transfers &amp; Contingencies</i>					
71-29-9000	Contingency <i>Transfers &amp; Contingencies</i>	2,977,000.00 <i>2,977,000.00</i>	0.00 <i>0.00</i>	0.00 <i>0.00</i>	0.00 <i>0.00</i>	0.00 <i>0.00</i>

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amt</u>	<u>End Bal</u>	<u>Encumbered</u>	<u>% of Budget</u>
	<b>Transfers &amp; Contingencies</b>	<b>2,977,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
71	Expense <b>Drinking Water Capital</b>	4,492,000.00 <b>0.00</b>	4,125.00 <b>40,181.70</b>	162,502.46 <b>4,293,084.72</b>	336,895.55 <b>-336,895.55</b>	3.62 <b>0.00</b>
72	<b>Wastewater Reclamation Capital NonDivisional</b>					
	<i>Beginning Fund Balance</i>					
72-00-3500	Fund balance	4,605,000.00	0.00	5,252,624.14	0.00	114.06
	<i>Beginning Fund Balance</i>	<i>4,605,000.00</i>	<i>0.00</i>	<i>5,252,624.14</i>	<i>0.00</i>	<i>114.06</i>
	<b>NonDivisional</b>	<b>4,605,000.00</b>	<b>0.00</b>	<b>5,252,624.14</b>	<b>0.00</b>	<b>114.06</b>
	Fund Balance	4,605,000.00	0.00	5,252,624.14	0.00	114.06
	<b>NonDivisional Revenue</b>					
72-00-4610	Investment revenue	75,000.00	3,313.11	21,396.89	0.00	28.53
	<i>Revenue</i>	<i>75,000.00</i>	<i>3,313.11</i>	<i>21,396.89</i>	<i>0.00</i>	<i>28.53</i>
	<b>NonDivisional</b>	<b>75,000.00</b>	<b>3,313.11</b>	<b>21,396.89</b>	<b>0.00</b>	<b>28.53</b>
	<b>Transfers &amp; Contingencies Revenue</b>					
72-29-4920	Transfer in from Fund 20	1,000,000.00	83,333.33	416,666.65	0.00	41.67
	<i>Revenue</i>	<i>1,000,000.00</i>	<i>83,333.33</i>	<i>416,666.65</i>	<i>0.00</i>	<i>41.67</i>
	<b>Transfers &amp; Contingencies</b>	<b>1,000,000.00</b>	<b>83,333.33</b>	<b>416,666.65</b>	<b>0.00</b>	<b>41.67</b>
	Revenue	1,075,000.00	86,646.44	438,063.54	0.00	40.75
	<b>Wastewater-Plant Capital Outlay</b>					
72-21-7300	Buildings & improvements	0.00	0.00	5,240.00	0.00	0.00
72-21-7520	Equipment	100,000.00	0.00	23,228.19	0.00	23.23
72-21-7540	Vehicles	20,000.00	0.00	19,706.90	0.00	98.53
72-21-7600	Capital Improvement Projects	2,330,000.00	80,456.20	235,638.02	705,102.12	10.11
	<i>Capital Outlay</i>	<i>2,450,000.00</i>	<i>80,456.20</i>	<i>283,813.11</i>	<i>705,102.12</i>	<i>11.58</i>
	<b>Wastewater-Plant</b>	<b>2,450,000.00</b>	<b>80,456.20</b>	<b>283,813.11</b>	<b>705,102.12</b>	<b>11.58</b>
	<b>Transfers &amp; Contingencies Transfers &amp; Contingencies</b>					
72-29-9000	Contingency	3,230,000.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>3,230,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	<b>Transfers &amp; Contingencies</b>	<b>3,230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
72	Expense <b>Wastewater Reclamation Capital</b>	5,680,000.00 <b>0.00</b>	80,456.20 <b>6,190.24</b>	283,813.11 <b>5,406,874.57</b>	705,102.12 <b>-705,102.12</b>	5.00 <b>0.00</b>
73	<b>Watershed Protection Capital NonDivisional</b>					
	<i>Beginning Fund Balance</i>					

<b>Account Number</b>	<b>Description</b>	<b>Budget</b>	<b>Period Amt</b>	<b>End Bal</b>	<b>Encumbered</b>	<b>% of Budget</b>
73-00-3500	Fund balance	1,481,000.00	0.00	1,177,314.89	0.00	79.49
	<i>Beginning Fund Balance</i>	<i>1,481,000.00</i>	<i>0.00</i>	<i>1,177,314.89</i>	<i>0.00</i>	<i>79.49</i>
	<b>NonDivisional</b>	<b>1,481,000.00</b>	<b>0.00</b>	<b>1,177,314.89</b>	<b>0.00</b>	<b>79.49</b>
	Fund Balance	1,481,000.00	0.00	1,177,314.89	0.00	79.49
	<b>NonDivisional</b>					
	<i>Revenue</i>					
73-00-4610	Investment revenue	40,000.00	854.38	5,562.20	0.00	13.91
	<i>Revenue</i>	<i>40,000.00</i>	<i>854.38</i>	<i>5,562.20</i>	<i>0.00</i>	<i>13.91</i>
	<b>NonDivisional</b>	<b>40,000.00</b>	<b>854.38</b>	<b>5,562.20</b>	<b>0.00</b>	<b>13.91</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Revenue</i>					
73-29-4930	Transfer in from Fund 30	500,000.00	41,666.67	208,333.35	0.00	41.67
	<i>Revenue</i>	<i>500,000.00</i>	<i>41,666.67</i>	<i>208,333.35</i>	<i>0.00</i>	<i>41.67</i>
	<b>Transfers &amp; Contingencies</b>	<b>500,000.00</b>	<b>41,666.67</b>	<b>208,333.35</b>	<b>0.00</b>	<b>41.67</b>
	<b>Watershed Protection</b>					
	<i>Revenue</i>					
	<b>Watershed Protection</b>	540,000.00	42,521.05	213,895.55	0.00	39.61
	<i>Capital Outlay</i>					
73-23-7600	Capital Improvement Projects	465,000.00	826.00	1,339.00	0.00	0.29
	<i>Capital Outlay</i>	<i>465,000.00</i>	<i>826.00</i>	<i>1,339.00</i>	<i>0.00</i>	<i>0.29</i>
	<b>Watershed Protection</b>	<b>465,000.00</b>	<b>826.00</b>	<b>1,339.00</b>	<b>0.00</b>	<b>0.29</b>
	<b>Transfers &amp; Contingencies</b>					
	<i>Transfers &amp; Contingencies</i>					
73-29-9000	Contingency	1,556,000.00	0.00	0.00	0.00	0.00
	<i>Transfers &amp; Contingencies</i>	<i>1,556,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	<b>Transfers &amp; Contingencies</b>	<b>1,556,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
73	Expense	2,021,000.00	826.00	1,339.00	0.00	0.07
	<b>Watershed Protection</b>	<b>0.00</b>	<b>41,695.05</b>	<b>1,389,871.44</b>	<b>0.00</b>	<b>0.00</b>
	<b>Capital</b>					
Revenue Total		<b>25,049,084.00</b>	<b>2,649,895.67</b>	<b>10,916,965.49</b>	<b>0.00</b>	<b>0.4358</b>
Expense Total		<b>38,971,185.00</b>	<b>3,699,926.21</b>	<b>10,263,074.70</b>	<b>1,282,918.16</b>	<b>0.2634</b>

General Ledger  
Account Roll up



User: jeff  
Printed: 12/4/2020 5:04:37 PM  
Period 05 - 05  
Fiscal Year 2021

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
Revenue	Revenue				
4210	Water Sales - CRW	32,000.00	0.00	14,794.58	46.23
4211	Water sales	4,038,000.00	277,356.66	1,893,804.27	46.90
4212	Wastewater Charges	8,270,000.00	633,159.94	3,343,777.52	40.43
4213	Watershed protection fees	1,548,000.00	127,700.98	645,754.63	41.72
4215	Penalties & late charges	32,000.00	0.00	-127.79	-0.40
4220	System development charges	245,000.00	21,238.00	411,119.80	167.80
4230	Contract services	40,000.00	4,000.00	25,400.00	63.50
4240	Service installations	20,000.00	2,002.00	23,688.82	118.44
4280	Rents & leases	200,000.00	22,646.82	77,594.41	38.80
4290	Other charges for services	25,000.00	4,686.00	61,131.89	244.53
4320	State grants	0.00	0.00	16,835.77	0.00
4610	Investment revenue	203,084.00	8,171.13	54,446.37	26.81
4630	Miscellaneous revenues	33,000.00	2,229.97	25,376.37	76.90
4701	Interest Subsidy	111,000.00	0.00	0.00	0.00
4910	Transfer in from Fund 10	2,408,000.00	200,666.67	1,003,333.35	41.67
4920	Transfer in from Fund 20	6,709,000.00	1,251,454.16	2,847,118.80	42.44
4930	Transfer in from Fund 30	1,135,000.00	94,583.34	472,916.70	41.67
Revenue	Revenue	25,049,084.00	2,649,895.67	10,916,965.49	43.58
Expense	Expense				
5110	Regular employees	3,000,000.00	235,044.87	1,151,771.51	38.39
5120	Temporary/Seasonal employees	42,000.00	0.00	0.00	0.00
5130	Overtime	107,000.00	13,560.91	47,277.66	44.18
5210	Employee Ins	690,000.00	52,992.67	250,843.81	36.35
5230	Social Security	240,000.00	17,782.80	88,750.78	36.98
5240	Retirement	616,000.00	46,706.94	222,652.70	36.14
5250	Trimet	23,000.00	1,939.35	9,253.85	40.23
5260	Unemployment	29,000.00	0.00	12,228.44	42.17
5270	Workers compensation	45,000.00	0.00	44,815.37	99.59
5290	Other employee benefits	29,000.00	130.45	3,434.40	11.84
6110	Legal services	375,000.00	21,406.00	55,910.00	14.91
6120	Accounting & audit services	45,000.00	18,000.00	48,344.45	107.43
6155	Contracted Services	732,000.00	38,056.23	135,960.17	18.57
6175	Records Management	5,000.00	364.50	1,846.78	36.94
6180	Dues & subscriptions	52,000.00	3,441.41	27,053.41	52.03
6220	Electricity	296,000.00	3,809.01	103,262.03	34.89
6230	Telephone	57,000.00	4,309.40	19,464.64	34.15
6240	Natual gas	5,000.00	0.00	1,353.56	27.07
6250	Solid waste disposal	81,000.00	4,916.18	14,441.76	17.83
6290	Other utilities	21,000.00	399.22	11,764.86	56.02
6310	Janitorial services	35,000.00	2,139.28	7,904.95	22.59
6320	Buildings & grounds	81,000.00	5,730.00	45,096.47	55.67
6330	Vehicle & equipment maint.	50,000.00	9,129.54	16,262.30	32.52
6340	Distribution system maint	250,000.00	25,222.48	108,836.28	43.53
6342	Collection system maint.	320,000.00	28,938.89	147,360.66	46.05
6350	Computer maintenance	237,000.00	16,300.82	92,488.76	39.02
6390	Other repairs & maintenance	40,000.00	4,499.52	21,507.23	53.77
6410	Mileage	6,000.00	0.00	0.00	0.00
6420	Staff training	80,000.00	1,580.00	3,648.00	4.56
6430	Certifications	7,000.00	465.00	1,053.00	15.04
6440	Board travel & training	7,000.00	0.00	-864.06	-12.34
6510	Office supplies	29,000.00	4,360.72	12,989.74	44.79

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
6520	Fuel & oils	71,000.00	4,087.69	12,414.60	17.49
6525	Chemicals	26,000.00	5,346.35	12,702.70	48.86
6530	Small tools & equipment	46,000.00	2,156.72	6,905.84	15.01
6540	Safety supplies	48,500.00	3,198.56	11,343.20	23.39
6550	Operational Supplies	21,000.00	984.79	4,942.60	23.54
6560	Uniforms	22,000.00	2,508.25	13,180.79	59.91
6590	Other supplies	10,000.00	0.00	270.03	2.70
6610	Board compensation	2,500.00	0.00	0.00	0.00
6620	Election Costs	5,000.00	0.00	0.00	0.00
6710	Purchased water	1,084,000.00	75,878.22	540,932.42	49.90
6715	Water quality program	5,000.00	0.00	6,890.40	137.81
6720	Insurance	240,000.00	0.00	-210.00	-0.09
6730	Communications	167,000.00	68.47	18,361.53	10.99
6740	Advertising	6,000.00	0.00	934.39	15.57
6750	Other purchased services	15,000.00	0.00	1,000.00	6.67
6760	Equipment Rental	4,500.00	220.00	1,104.40	24.54
6770	Bank charges	125,000.00	9,438.27	64,304.36	51.44
6780	Taxes & fees	21,000.00	24,608.23	46,079.55	219.43
6785	ECAP Payments	97,000.00	991.21	3,605.49	3.72
6810	2010 SRF Loan Principal	910,550.00	0.00	453,101.00	49.76
6811	2010 IFA Loan Principal	375,273.00	375,273.00	375,273.00	100.00
6813	JPM Bank Loan Principal	1,356,000.00	0.00	0.00	0.00
6814	Principal Payment-KS Statebank	54,233.00	0.00	54,233.33	100.00
6815	Zions Bank loan-principal	179,000.00	0.00	0.00	0.00
6820	2010 SRF Loan Interest	327,958.00	0.00	133,897.00	40.83
6822	2010 IFA Loan Interest	262,828.00	262,827.30	262,827.30	100.00
6823	JPM Bank Loan Interest	374,576.00	187,287.50	187,287.50	50.00
6824	Interest Paid-KS Statebank	8,325.00	0.00	8,324.28	99.99
6825	Zions Bank loan-interest	30,801.00	0.00	15,400.25	50.00
6900	Miscellaneous expense	4,000.00	78.59	78.59	1.96
6990	Special Payments	552,000.00	552,000.00	552,000.00	100.00
7300	Buildings & improvements	0.00	0.00	5,240.00	0.00
7520	Equipment	100,000.00	0.00	23,228.19	23.23
7540	Vehicles	55,000.00	0.00	19,706.90	35.83
7600	Capital Improvement Projects	4,275,000.00	85,407.20	399,479.48	9.34
8105	Transfers out to Fund 05	4,569,000.00	380,750.00	1,903,750.00	41.67
8140	Transfers out - Fund 40	812,000.00	812,000.00	812,000.00	100.00
8150	Transfers out - Fund 50	2,871,000.00	187,287.50	774,285.50	26.97
8171	Transfers out - Fund 71	500,000.00	41,666.67	208,333.35	41.67
8172	Transfers out - Fund 72	1,000,000.00	83,333.33	416,666.65	41.67
8173	Transfers out - Fund 73	500,000.00	41,666.67	208,333.35	41.67
9000	Contingency	10,215,141.00	0.00	0.00	0.00
Expense	Expense	38,981,185.00	3,700,290.71	10,264,921.48	26.33
<b>Grand Total</b>		<b>-13,932,101.00</b>	<b>-1,050,395.04</b>	<b>652,044.01</b>	<b>-0.0468</b>
<b>Fund Balance Total</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
<b>Revenue Total</b>		<b>25,049,084.00</b>	<b>2,649,895.67</b>	<b>10,916,965.49</b>	<b>0.4358</b>
<b>Expense Total</b>		<b>38,981,185.00</b>	<b>3,700,290.71</b>	<b>10,264,921.48</b>	<b>0.2633</b>



## AGENDA ITEM

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<b>To</b>	Board of Directors
<b>From</b>	Laural Casey, District Recorder
<b>Title</b>	Approval of Meeting Minutes
<b>Item No.</b>	4b & 4c
<b>Date</b>	December 15, 2020

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### Summary of Minutes for Approval

- November 12, 2020 Special Meeting Minutes
- November 17, 2020 Regular Meeting Minutes



**BOARD OF DIRECTORS  
[REMOTE] SPECIAL MEETING MINUTES – 2:00 P.M.  
NOVEMBER 12, 2020**

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Board of Directors – Members Present via Zoom:

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

Oak Lodge Water Services Staff – Present via Zoom:

Sarah Jo Chaplen	General Manager
Gail Stevens	Finance Director
Laural Casey	District Recorder

Consultants & Presenters – Present via Zoom:

Laura Westmeyer	Cable Huston, LLP
Tommy Brooks	Cable Huston, LLP

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### **1. Call to Order & Meeting Facilitation Protocols**

President Williams called the meeting to order at 2:01 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 overviewed the general protocols of a virtual meeting due to the COVID-19 pandemic.

### **2. Call for Public Comment**

President Williams asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey stated there were none.

### **3. Communications Planning Workshop**

General Manager Chaplen overviewed the following Board values:

- The importance of accuracy of information given to our customers.
- Transparency in discussions of issues important to our customers.
- Informed customers are better able to make decisions on items that make a difference to them.
- The Board is a steward of the customers' assets and has a duty to be thinking of all of their customers.

- The Board makes decisions balancing both the current and the future needs of the District.

General Manager Chaplen shared an email from the Historic Downtown Oak Grove Committee regarding the two reports to be compiled by contractors for the Oak Lodge Governance Project Steering Committee (OLGP). There was discussion about OLGP's scope of work.

The Board reviewed the online OLGP survey. They discussed how to respond to inquiries for comment, whether as private citizens or as elected officials. Director Van Loo noted the Board would likely receive media inquiries regarding the local incorporation efforts.

Director Keil expressed concern regarding the lack of public involvement, especially public meetings, in OLGP's process. District legal counsel Westmeyer outlined public meeting law regarding the use of public money and as an advisory committee to a public body. She concluded that OLGP is not subject to public meetings laws.

General Manager Chaplen highlighted how the order and shape of the OLGP project had changed based on funding and Metro's guidance. Treasurer Knudson noted the importance of public input during the assessment and selection of community alternatives. There was discussion about who was being included in the process and if the outcome of the study would provide the community with an honest conclusion.

The Board discussed questions about the OLGP study objectives related to potential services, public engagement, and revenue sources. They decided to submit a letter to OLGP as a collective Board. The letter will summarize outstanding questions and promote public input as an essential aspect in crafting the community alternatives being studied. Treasurer Knudson provided an approach in which the Board strongly recommends rescoping the project to be more inclusive and with more public involvement to develop the alternatives and the evaluation criteria. He wanted to know how public input would be used through the process and what were the study's objectives to better structure alternatives based on the needs of the community.

There was discussion regarding how to respond to the OLGP survey. Questions regarding services, study timing, and public engagement were discussed. Director Keil stated the OLGP process should not begin until after the new year at a minimum. The Board discussed the narrow approach, the integrity and quality of the study, and the lack of citizen awareness of the study.

General Manager Chaplen restated the Board's values of accuracy, transparency, and stewardship. Treasurer Knudson stated the values should be included in the letter to OLGP. General Manager Chaplen asked for Board member assistance in writing the letter. Secretary/Vice President Gornick and Director Keil volunteered. Treasurer Knudson asked that the District's communications consultants and legal counsel also review the letter.

Director Van Loo and Treasurer Knudson discussed possible educational aspects that would resonate and engage the community including the process of becoming a city and the cost of service principles.

Secretary/Vice President Gornick asked who OLGP considers stakeholders. General Manager Chaplen stated the survey responses could ask about the Committee's decision-making



structure.

Treasurer Knudson noted his upcoming presentation to the Oak Grove Community Council (OGCC) and Director Keil asked if a presentation could be made at the Jennings Lodge Community Planning Organization. President Williams volunteered and Director Van Loo stated she would attend as well.

General Manager Chaplen facilitated the topics the Board wanted to address in their survey responses. Treasurer Knudson asked for a commitment to submit the survey responses by November 15, 2020 with an official letter to be submitted by December 2, 2020. He noted the letter could also be published in the Clackamas Review.

Director Keil noted the possibility of making a presentation at the North Clackamas Chamber meeting. Director Van Loo asked if the letter could be posted on the website. General Manager Chaplen confirmed and discussed other ways information could be distributed to customers. Treasurer Knudson asked what resources the District was able to utilize to express public concern. District legal counsel Westmeyer stated the District was free to advocate until the petition was filed for the ballot, which did not seem to be planned until 2022.

There was a discussion about contacting MABA for continued conversations with local business owners in the area.

President Williams discussed Business from the Board submissions. The Board agreed to keep monthly written and verbal reports brief.

#### **4. Call for Public Comment**

President Williams asked District Recorder Casey if there were any members of the public still in attendance. District Recorder Casey stated there were none.

#### **5. Adjourn Meeting**

President Williams adjourned the meeting at 3:39 p.m.

Respectfully submitted,

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Kevin Williams  
President, Board of Directors

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Paul Gornick  
Secretary/Vice President, Board of Directors

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

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



**BOARD OF DIRECTORS  
[REMOTE] REGULAR MEETING MINUTES – 6:00 P.M.  
November 17, 2020**

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Board of Directors – Members Present via Zoom:

Kevin Williams	President
Paul Gornick	Secretary/Vice President
Mark Knudson	Treasurer
Susan Keil	Director
Ginny Van Loo	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
David Mendenhall	Plant Operations Manager
Todd Knapp	Field Operations Manager
Gail Stevens	Finance Director
Brad Lyon	Field Operations Supervisor
Laural Casey	District Recorder

Consultants & Presenters – Present via Zoom:

Tommy Brooks	Cable Huston
Kim Swan	Clackamas River Water Providers
Libby Barg Bakke	Barney & Worth
Aubrie Koenig	Barney & Worth

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**1. Call to Order & Meeting Facilitation Protocols**

President Williams 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 introduced Sherry French, President of the Clackamas River Water Board of Commissioners, visiting in an official capacity.

General Manager Chaplen overviewed the general protocols of a virtual meeting due to the COVID-19 pandemic.

**2. Call for Public Comment**

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

President Williams asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey stated there was one.

Thelma Haggemiller recommended providing a rate comparison chart as part of the public outreach materials.

### **3. Consent Agenda**

Director Keil moved to approve the Consent Agenda. Secretary/Vice President Gornick seconded.

Director Keil asked when the District planned to reimplement water shut offs. Finance Director Stevens stated information was currently being gathered from other local entities. General Manager Chaplen stated the findings would be brought to the next meeting.

Director Keil asked what equipment was being rented from the Administration/Finance fund. Finance Director Stevens stated the main copier was being rented.

Director Keil asked if the District was rotating through the On-Call contractors. District Engineer stated he had not been rotating but would get proposals from each on the next field project.

Director Van Loo asked why the Emergency Declaration was only extended in one-month increments. She suggested three-month extensions.

Director Van Loo moved to remove the Emergency Declaration Addendum No. 8 from the Consent Agenda. Treasurer Knudson seconded. President Williams asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Williams; Secretary/Vice President Gornick; Treasurer Knudson; Directors Keil and Van Loo.

#### **MOTION CARRIED**

Treasurer Knudson thanked Finance Director Stevens for her financial analysis. He asked why water quality testing was over budget. Finance Director Stevens stated it had been underbudgeted. General Manager Chaplen stated it was the first year the District was responsible for lead testing as it has been historically tested for by the North Clackamas County Water Commission. It was noted that a lesson was learned, and testing would be budgeted for appropriately in the future.

Secretary/Vice President Gornick asked if the overage in the distribution system maintenance was due to more problems than anticipated. Finance Director Stevens explained the overage stemmed from the impacts of the new County paving standards. Field Operations Supervisor Lyon explained he had been aggressive in purchasing large meters. Secretary/Vice President Gornick asked if a mid-year adjustment would be needed. Finance Director Stevens stated the budget line would be monitored.

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

Knudson; Directors Keil and Van Loo.

MOTION CARRIED

Treasurer Knudson moved to approve the Emergency Declaration Addendum No. 8 with a termination date of March 16, 2021. Director Keil seconded. President Williams asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Williams; Secretary/Vice President Gornick; Treasurer Knudson; Directors Keil and Van Loo.

MOTION CARRIED

#### **4. First Reading of Proposed Ordinance No. 2020-03 Revising the Rules and Regulations**

District legal counsel Brooks outlined the purpose of revising the District's Rules and Regulations.

Treasurer Knudson moved to read Ordinance No. 2020-03 by title only. Secretary/Vice President Gornick seconded. President Williams asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Williams; Secretary/Vice President Gornick; Treasurer Knudson; Directors Keil and Van Loo.

MOTION CARRIED

Secretary/Vice President Gornick noted a scrivener's error in the Ordinance. District legal counsel Brooks stated it would be fixed by the next reading.

District legal counsel Brooks read the Ordinance by title.

District Engineer Rice highlighted changes to the industrial pretreatment section.

Treasurer Knudson asked what would happen if DEQ did not respond to the District's changes by March 2021. District Engineer Rice explained there was no current demand and DEQ has communicated they are ready to work through the approvals.

Secretary/Vice President Gornick noted the Publicly Owned Pre-Treatment Works acronym on page seven was POTW and asked if it should be POPTW. District Engineer Rice stated the "Pre" needed to be removed as POTW is correct.

District legal counsel Brooks reviewed changes to the cross connection/backflow prevention section.

Secretary/Vice President Gornick asked to revisit the pretreatment section on page 59. He asked for the term "bi-annual" to be clarified with the use of "semi-annual." District Engineer Rice stated he would check with DEQ.

Secretary/Vice President Gornick asked about item 6.8.3.4 on page 35 item regarding elevation difference. Field Operations Manager Knapp stated the rules meant to only include houses at a

higher elevation. District legal counsel Brooks offered “an elevation difference between the service connection at the public water main and the highest water outlet above the property that exceeds 30 feet.” He stated he would check the DEQ rules before making the change.

Treasurer Knudson noted the regulating body would be the Oregon Health Authority (OHA).

District legal counsel Brooks confirmed the use of DEQ in the meeting materials was incorrect.

District legal counsel Brooks summarized changes to the low income rate relief program section. Finance Director Stevens added the changes aligned the District’s rules with practice.

District legal counsel Brooks outlined general housekeeping changes.

Secretary/Vice President Gornick noted an awkward sentence on page 29. District legal counsel Brooks agreed the sentence was missing the word “to” in section 4.9.4.

District legal counsel Brooks explained the rights of way and easement definitions. He overviewed the changes to be made before the next meeting. It was agreed to not revise the rule language on item 6.8.3.4 regarding elevation differences unless there was room to make the change.

District legal counsel Brooks overviewed changes that were not made in the update including a definition of Accessory Dwelling Units and possible code enforcement disincentives. There was discussion on both topics. Regarding possible disincentives to reporting code violations, District legal counsel Brooks reported that there were no disincentives written into the Rules and Regulations, in fact there may be incentive to report. He recommended making no changes to the section. Treasurer Knudson thanked staff for examining the issue which had been raised by a customer as a potential area of change.

District legal counsel Brooks explained there was no further action required until after the second reading of the Ordinance.

## **5. Consideration of Protective Footwear Policy**

Human Resources Manager Binkowski-Burk reported there were no Union changes and the proposed policy had been approved.

Director Van Loo moved to approve the Protective Footwear Policy as presented. Director Keil seconded. President Williams asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Williams; Secretary/Vice President Gornick; Treasurer Knudson; Directors Keil and Van Loo.

MOTION CARRIED

## **6. The Clackamas Basin’s Response to the Riverside Fire**

General Manager Chaplen introduced Kimberly Swan from Clackamas River Water Providers (CRWP). Ms. Swan presented on local water interties and how water was moved between providers during the September power outages and wildfires. She outlined CRWP’s facilitation

of communication in the Clackamas Basin using new REGROUP software. She highlighted recent emergency communication including fire retardant updates and weekly provider check-ins to create consistent emergency messaging.

Secretary/Vice President Gornick asked how many employees CRWP had. Ms. Swan explained there were only two: herself and Christine Hollenbeck.

Secretary/Vice President Gornick asked how water was moved through the District during the recent power outages. District Engineer Rice and Field Operations Manager Knapp explained the District's interties through the Valley View Reservoir.

## **7. Communications Briefing Materials and Draft Plan Update**

Consultant Koenig overviewed the final Community Briefing Presentation. She outlined the draft Communication Plan which details key audiences, framework messaging, key strategies, and communication channels. Consultant Koenig explained the Plan's three objectives and four commitments that are providing the two-year roadmap for District communications.

Treasurer Knudson expressed interest in the Plan's division of responsibilities to properly budget for any resources needed.

Director Van Loo asked how much money would be saved by solely publishing a digital newsletter. General Manager Chaplen discussed the balancing act between cost savings and meeting the varying communication needs of customers. Consultant Koenig overviewed how a digital newsletter could be phased in.

Secretary/Vice President Gornick asked if the District was allowed to participate on NextDoor or other social media. General Manager Chaplen stated the new District communications position will work to provide direction on the subject. Consultant Barg Bakke stated Tualatin Valley Water District had provided a model.

Director Van Loo asked where the budget hours included in the strategy charts were derived. Consultant Koenig explained the budget hours were estimations.

## **8. Call for Public Comment**

President Williams asked District Recorder Casey if there were any members of the public still in attendance. District Recorder Casey confirmed there was one.

There was no public comment.

## **9. Departments Reports**

- **General Manager**

General Manager Chaplen reported on the materials provided in the meeting packet including the initial Metro grant request and two task orders. She summarized actions taken by the Oak

Lodge Governance Project (OLGP) thus far and facilitated a Board discussion regarding OLGP public survey and timing of the project.

Member of the public, Thelma Haggenmiller, was asked for input. Ms. Haggenmiller provided insight into the grant request's origins and she expressed concerns regarding OLGP's lack of transparency.

There was discussion regarding the District becoming an Authority to protect the ratepayer's assets. Ms. Haggenmiller asked for guidance in creating a citizen task force. General Manager Chaplen and District legal counsel Brooks explained more research would be needed as the District proceeded.

Due to time, President Williams did not facilitate other verbal department reports noting the written Department Reports published in the meeting packet.

### **10. Business from the Board**

Treasurer Knudson reported on his written report highlighting the Oak Grove Community Council's endorsement of the North Clackamas Parks and Recreation District Community Representation map.

Secretary/Vice President Gornick reported on the Sunrise Water Authority meeting highlighting the twenty-year Capital Improvement Plan.

President Williams reported on the Jennings Lodge Community Planning Organization highlighting the announcement about OLGP. He reported on the Clackamas River Water meeting highlighting the financial audit and quarterly water sales.

### **11. Adjourn Meeting**

President Williams adjourned the meeting at 9:31 p.m.

Respectfully submitted,

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Kevin Williams  
President, Board of Directors

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Paul Gornick  
Secretary/Vice President, Board of Directors

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

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



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Aleah Binkowski-Burk
<b>Title</b>	Approval of SDIS Insurance Policy Renewal for 2021
<b>Item No.</b>	4d
<b>Date</b>	December 15, 2020

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### Summary

Staff seeks approval to renew our Property and Liability Insurance through Special Districts Insurance Services (SDIS).

### Background

Section III., C number 10 of The District's Contracting and Purchasing rules adopted in November 2018 states the following under the Authority section:

***C. Inapplicability of Contracting and Purchasing Rules. These Rules do not apply to the following:***

- 7. Contracts for employee benefit plans;*
- 8. Contracts with newspapers and other publications for the placement of advertisements or public notices;*
- 9. Contracts for items where the price is regulated and available from a single source or limited number of sources;*
- 10. Insurance contracts;*

As such insurance renewal is excluded from OLWSD purchasing rules. Therefore, a direct appointment by the Board can occur given that the dollar amount is above the General Manager's authority.

### Recommendation

For calendar year 2021, OLWSD is seeking to renew our Property and Liability Insurance with Special Districts Insurance Services using Brown and Brown as our agent of record. Brown and Brown have reviewed the District's options and needs and verified that SDIS provides the most comprehensive coverage. Furthermore, as a Special District, obtaining insurance coverage through SDIS is the only practical option. In December of 2017, the Oak Lodge Water Services



Board of Directors approved the General Manager to place Property and Liability Insurance with Special District Insurance Services (SDIS). The Property and Liability Insurance Policy covers all the District's assets including, but not limited to buildings, fleet, equipment, pipes, infrastructure, and the treatment plant facility.

The final costs for the District's insurance policy effective January 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2021 are still being finalized with our agent. Our renewal meeting to review the numbers provided by SDIS and to make final insurance decisions regarding policy specifics is scheduled for the afternoon of December 15<sup>th</sup>. We will have more specific information to present the night of the Board meeting. We are anticipating based on advice from our agent of record the final cost of the policy to be no more than \$165,000.

### **Suggested Board Motion**

*"I move to approve the Property and Liability Insurance Policy with SDIS in an amount not to exceed \$165,000."*

### **Attachments**

To be presented at the meeting.



## STAFF REPORT

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**To** Board of Directors  
**From** David Mendenhall, Plant Superintendent  
Todd Knapp, Field Operations Manager  
**Title** Approval of Professional Services Agreement with Portland Engineering, Inc. for SCADA System Support Services  
**Item No.** 4e  
**Date** December 15, 2020

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### Summary

Staff seeks Board approval of a two-and-a-half-year professional services agreement with Portland Engineering, Inc. to provide telemetry and control (“SCADA”) system support services.

### Background

The District has been using the services of two different engineering firms to provide on-call Supervisory Control and Data Acquisition (SCADA) system services. For SCADA system services associated with water operations, the District has been using the services of Portland Engineering Inc. (“PEI”). For SCADA system services associated with wastewater operations, the District has been using the services of OCD Automation Inc.

The District has two immediate needs for SCADA system services: for the water SCADA system we will be upgrading software, security systems, replacing hardware (Programmable Logic Controllers (PLC) and a computer); for the wastewater system we will be upgrading the firewall system to increase security for the plant SCADA system. The District’s budget for the current fiscal year includes the appropriated amounts of approximately \$91,500 for the water SCADA system project, and approximately \$42,000 for the wastewater SCADA system project. The budget additionally includes \$36,625 for general SCADA system support services, which are needed on an on-call basis throughout the year for both water and sewer SCADA system servicing needs.

District staff would like to contract with a single service provider to perform the two current project needs, as well as to provide ongoing SCADA system service needs for both wastewater and water SCADA system operations. The District does not have an existing contract providing for the planned projects or ongoing services needed, and a new procurement will need to be authorized for those services.

The District has an opportunity to enter into a professional services agreement with PEI through the permissive cooperative procurement process. A cooperative procurement is an alternative procurement method that allows a local contracting agency to participate in an existing contract with another local contracting agency that was competitively procured through that administering agency so long as certain state requirements are met. Cooperative procurements are typically used when there is an existing cooperative contract for a similar product or service that would meet another contracting agency's needs. The benefits to using a cooperative procurement method include cost savings through anticipated volume price discounts and reduced staff time on the contracting process and negotiations. This type of procurement is authorized under ORS 279A.215 and under the District's local procurement rules under Section X(E) *Cooperative Procurement Contracts*.

Clackamas County is the administering agency on an existing cooperative procurement contract with PEI for SCADA system services, which term extends through June 30, 2023 (the "Original Contract"). The District's legal counsel has evaluated the contract and the procurement process used by the administering agency and has confirmed that it meets all state and local requirements and is a contracting method that is available to the District for this service. In the Original Contract procurement, Clackamas County solicited competitive proposals and received proposals from firms that included OCD Automation, Jacobs, and PEI. Based on the evaluation criteria shown in the RFP (which is attached to this Staff Report within the proposed professional services agreement), PEI was selected for the contract award. In a permissive cooperative procurement, a contracting agency may not change the material terms of the existing contract; approval of this method would mean that the District agrees to the material terms and conditions of PEI's existing contract with Clackamas County, which includes the established rates and fees and contract term. The District would enter into a separate contract with PEI for the specific scope of services needed by the District, pursuant to those existing terms and conditions.

On December 1, 2020, The District published a public notice of intent to establish the contract through a permissive cooperative procurement, including specific notice to OCD Automation.

District staff is satisfied with the SCADA system work that PEI has been performing for the District, and has confirmed with PEI that PEI is willing and able to provide the proposed scope of services needed, under the terms and conditions of the Original Contract. The District's legal counsel has prepared a cooperative procurement contract which is pending approval before the Board today.

### **Past Board Actions**

In 2005, the prior Oak Lodge Water District entered into a contract with Portland Engineering Inc., for the replacement of SCADA system components associated with water operations. Oak Lodge Water Services District does not have a current contract with Portland Engineering Inc.

In 2013, the prior Oak Lodge Sanitary District entered into a contract with OCD Automation Inc., to provide SCADA system services associated with wastewater operations. Oak Lodge Water Services District does not have a current contract with OCD Automation, Inc.

### **Concurrence**

Staff has consulted with the District's legal counsel regarding the proposed procurement method and the proposed contract. Legal counsel has confirmed the availability of the cooperative procurement method for this procurement and has approved the form of the professional services agreement as attached to this Staff Report.

### **Recommendation**

Staff recommends approval of the proposed professional services agreement with PEI.

### **Alternatives to Recommendation**

Do not approve the professional services agreement. Direct staff to procure engineering services for current SCADA system needs, and ongoing SCADA system servicing needs, as one or more competitive procurements with the District as the lead administering agency.

### **Suggested Board Motion**

*"I move to approve the proposed professional services agreement with Portland Engineering, Inc. to provide SCADA system support services, in an amount not to exceed \$270,125 and to authorize the General Manager to execute the contract."*

### **Attachments**

1. Proposed Professional Services Agreement



**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 7<sup>th</sup> Ave. Suite 200 Portland OR 97214 or via email to [cserpa@portlandengineers.com](mailto: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:

Portland Engineering, Inc.	Oak Lodge Water Services District
By: _____	By: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

# 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 for the water systems SCADA upgrade.

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](mailto: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 7<sup>th</sup> Ave, Suite 200

Portland, Oregon 97214

**Contractor Contract Administrator:** Carl Serpa, PE

**Phone No.:** 503-256-7718

**Email:** [cserpa@portlandengineers.com](mailto: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](mailto: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 005

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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 provided under this Contract.

**4. Required by District Not required by District**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the District and Clackamas County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** 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 the Contractor or its insurer(s) to the District at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

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**ARTICLE C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the District to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- A. Maintains a business location that is: (a) Separate from the business or work of the District; or (b) that is in a portion of their own residence that is used primarily for business.
- B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

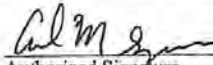
Contractor Signature *Carl M. [Signature]* Date 6-20-18

(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.

 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

 6-28-18  
 Chair Date  
 V.2

Water Environment Services

 6-28-18  
 Chair Date  
 V.1

  
 Recording Secretary

Approved as to Form:

 6/20/18  
 County Counsel Date

**REQUEST FOR PROPOSALS #2018-30  
FOR  
Telemetry System Integrator of Record (SCADA) Support  
BOARD OF COUNTY COMMISSIONERS  
JIM BERNARD, Chair  
SONYA FISCHER, Commissioner  
KEN HUMBERSTON, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator  
George Marlton  
Procurement Division Director  
Brian Woodall  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: April 25, 2018  
TIME: 2:00 PM, Pacific Time  
PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

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(SCADA) Support Page ii

**SCHEDULE**

Request for Proposals Issued.....April 3, 2018  
Deadline to Submit Clarifying Questions..... April 13 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time..... April, 12, 2018, 2:00 PM, Pacific Time  
 Deadline to Submit Protest of Award..... Seven (7) days from the  
 Intent to Award  
 Anticipated Contract Start Date..... July 1, 2018

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 Telemetry System Integrator of Record  
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**SECTION 1**

**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Water Environment Services (“WES”), and Clackamas County Service District No. 1 (“CCSD #1”) through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, April 24, 2018** (“Closing”), to qualify as telemetry system integrators for the Districts. The District will enter into a five (5) year on-call contract with the most qualified proposer to serve as the Districts Telemetry System Integrator of Record (“SCADA”) Support. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July, 2018. Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address.

Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address

Contact Information  
 Procurement Process and Technical Questions: Brian Woodall  
 503-742-5453  
[bwoodall@co.clackamas.or.us](mailto:bwoodall@co.clackamas.or.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

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 Telemetry System Integrator of Record  
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**SECTION 2**

**INSTRUCTIONS TO PROPOSERS**

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the

County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County

unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

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**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers

will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the

Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award

protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may

result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all

documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be

open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under

ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED**

**WITH THE FOLLOWING LEGEND:**

**"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

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other factor relevant to this RFP. County may postpone the award or the execution of the contract after the



announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

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Telemetry System Integrator of Record  
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protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process.

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them,

and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

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the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

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Telemetry System Integrator of Record  
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## **SECTION 3**

### **SCOPE OF WORK**

#### **3.1. INTRODUCTION**

Clackamas County Water Environment Services ("WES"), and Clackamas County Service District No. 1 ("CCSD #1"), collectively referred to as "Districts", is seeking Proposals from consultants to qualify as telemetry system integrators for the District, The most qualified proposer will serve as the Districts

Telemetry System Integrator of Record (SCADA).

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

### **3.2 BACKGROUND**

The Districts' telemetry and control system consists of five (5) Wastewater Treatment Plant facilities, twenty (20) Pumping Stations, (25) Flow Monitoring Stations and one (1) North Clackamas Park Regional Detention Facility.

The existing SCADA system includes operational control, monitoring and data logging for the Tri-City and Kellogg Creek Plants utilizing fiber optic communications for Remote Bases, PLCs and Servers. In the future, it is the desire of the Districts to incorporate fiber optic communication to other assets, such as Treatment Facilities, Pumping Stations, Flow Monitoring Stations and a Regional Water Detention Facility. The desire is to have a similar level of operational control, monitoring and data logging at the two (2) main plants. Currently, data is collected manually and is not stored in the SCADA system archives.

**The Tri-City WPCP** runs two different processes, Conventional Activated Sludge (CAS) and Membrane Bioreactor (MBR). Both processes share a common SCADA system which consists of various types and ages of instrumentation, drives and PLCs.

The CAS side of the plant consists of Siemens S7-300 and S7-400 PLCs (one redundant S7400) utilizing Siemens 505 series and Siemens S7-300 style I/O mounted in remote racks.

The MBR side of the plant consists of Siemens S7-200, S7-300 and S7-400 PLCs (three redundant S7-400s) utilizing Siemens S7-200 and S7-300 style I/O. There is a redundant Allen Bradley PLC, which runs the MBR process and utilizes Allen Bradley I/O. The Process and Air Scour Blowers are also controlled by Allen Bradley PLCs, utilizing Allen Bradley I/O.

The Fiber Optic system consists of running Profibus from Remote Bases to PLCs and Ethernet from PLCs to Servers. There are also Fiber Optic cables connecting the Tri-City, Kellogg Creek and Hoodland Treatment Plants.

The Servers located at the Tri-City Plant consist of I/O, INSQL, Application, Auto Dialer and a PDC Server. The Plant is manned eight (8) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 10.1. There are various Operator Work Stations and Development Work Stations located in the plant.

**The Kellogg Creek WPCP** runs a Conventional Activated Sludge (CAS) process and has a SCADA system, which consists of various types and ages of instrumentation and drives.

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The PLCs consist of Siemens S7-300 and S7-400 PLCs utilizing Siemens 505 series and Siemens S7-300 style I/O mounted in remote racks.

The Fiber Optic system consists of running Profibus from Remote Bases to PLCs and Ethernet from PLCs to Servers.

The Servers located at the Kellogg Creek Plant consist of I/O, INSQL, Application and Auto Dialer. The Plant is manned eight (8) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 10.1. There are various Operator Work Stations and Development Work Stations located in the plant.

**The Hoodland Sewage Treatment Facility** is a small Rotating Biological Contactor ("RBC") Plant. There is with some automation but no SCADA system. The Plant is manned eight (8) hours per day, seven (7) days per week and relies on one (1) auto dialer for notification of an alarm during the off hours.

**The Boring Sewage Treatment Facility** is a small Lagoon system. There is some automation but no SCADA system. The plant is not manned and is tested on a regular basis. Currently Fiber Optic cables

are not available at the site. If they do become available, a decision will be made at that time whether or not to automate.

**Fischer's Forest Park Water Pollution Control Facility** consists of a recirculation structure and disposal lift station system. There is some automation but no SCADA system. Currently Fiber Optic cables are not available at the site. If they do become available, a decision will be made at that time whether or not to automate.

**Remote Pumping Stations:** Approximately half of the Pumping Stations are controlled by PLCs (mostly Siemens); some stations also have HMI touch panels utilizing Wonderware InTouch and Siemens software. The rest are controlled by float switches and bubbler systems. The telemetry system consists of one (1) master and approximately twenty (20) remote sites. Currently there is a project underway to replace the existing Telemetry System with one (1) master controller and twenty (20) remote sites. Each site will consist of a PLC, radio modem and radio. The master will provide information to the HMI workstation and alarms will be sent out by the means of an auto dialer. Currently Fiber Optic cables are not available at any sites. If they do become available, a decision will be made at that time to automate or not.

**The Flow Monitoring Stations** monitor the sewage conveyance systems and stream flows. They consist of various types of instruments such as flow, temp and pH. Data is manually collected at each station. There is no SCADA system or automation. Currently Fiber Optic cables are not available at any sites. If they do become available, a decision will be made at that time whether or not to automate.

**The North Clackamas Park Regional Detention Facility:** The purpose of this facility is to reduce flooding to the area without causing negative impacts to upstream and downstream properties. The system is controlled with a PLC and has a float system for redundant backup. There is some automation but no SCADA system. Currently Fiber Optic cables are not available at this site. If they do become available, a decision will be made at that time whether or not to automate.

#### **4. AVAILABLE INFORMATION**

SCADA/Telemetry Development Plan June 30, 2014 – Exhibit "A"  
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#### **3.3. 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 Districts Integrator of Record and will provide the Districts 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 Districts 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 Districts for the specific project. The Districts 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.

##### **3.3.3. Term of Contract:**

The term of the contract shall be a period of one (1) year with the mutual option to renew for four (4) additional one (1) year periods. The total term of the contract cannot exceed five (5) years.

##### **3.3.4 Sample Contract:**

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections

to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract, for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

The following insurance requirements will be applicable.

Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

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(SCADA) Support Page 10

## **SECTION 4**

### **EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations.

Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

### **4.2 Evaluation Criteria**

#### **Category Points available:**

Proposer's General Background and Qualifications 0-30

Project Understanding and Approach 0-45

Fees 0-25

#### **Available points 0-100**

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases. The Districts reserve the right to make multiple contract awards as a result of this solicitation.

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Telemetry System Integrator of Record

## **SECTION 5**

### **PROPOSAL CONTENTS**

#### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

The subject line of the email must identify the RFP title. Proposers are encouraged to contact

Procurement to

confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact

disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date

and time indicated in Section 1 of the RFP.

#### **5.1.2.** Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director

Clackamas County Public Services Building

2051 Kaen Road

Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or

any one vendor, should the County deem such information necessary.

**Provide the following information in the order in which it appears below:**

#### **5.2 Cover Letter:**

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation

process, and be signed by an authorized representative or official.

#### **5.3 Project Team:**

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience.

Provide a description of the following:

- Description of the firm.
- Credentials/experience (including resumes) of key individuals that would be assigned to provide services to the Districts. Provide description of previous experience of the key individuals working together as a team. Must be comprehensive expertise to cover all phases of the work..
- Description of what distinguishes the firm from other firms performing similar services.

#### **5.4 Prior Experience**

This criterion relates the record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

Provide a

description of the following:

- Provide a description of providing similar services to public entities of similar size within the past five (5) years. Must provide project owner representative contact (phone and email) information.
- Provide a description of prior experience dealing with Wastewater Resource Recovery Facilities telemetry and SCADA systems
- 

#### **5.5 Understanding and Approach**

This criterion relates to the Proposer's understanding of the Districts needs for an on-call Integrator of Record

and the methodology and course of action used to meet the goals and objectives. The issue is whether the

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Proposer has a clear and concise understanding of the potential problems that arise with the telemetry and SCADA systems in an active treatment facility and define what constitutes an emergency. Provide a description of the following:

- Proposer’s understanding of the Districts needs as demonstrated in the RFP.
- Proposer’s awareness of key issues that may occur if facilities telemetry and SCADA system fails
- Proposer’s awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- Provide a description of local support.
- Provide a copy of the QA/QC program.
- Provide verification of experience with fiber-optic cable and patch panel design and troubleshooting.

### **5.6 Communication and Availability**

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Provide a description of the following:

- Ongoing projects for key staff and percent contracting availability for assignment to the Districts.
- Resources available to perform the work for the duration of the contract.
- Accessibility for interaction with the Agency for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

### **5.7 Supportive Information**

Supportive material may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

### **5.8. Fee Schedule**

Provide a fee schedule for services your firm provides Fees should be sufficiently descriptive to facilitate acceptance of a Proposal.

### **5.9. References**

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client.

Provide the name, address, email, and phone number of the references.

### **5.10 Completed Proposal Certification (see the below form)**

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## **PROPOSAL CERTIFICATION**

**#2018-30 Telemetry System Integrator of Record**

**(SCADA) Support**

Submitted by:

**(Must be entity’s full legal name, and State of Formation)**

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

**(a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had

induced it to enter into this contract and the papers made a part hereof by its terms;

**(b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their

knowledge and belief:

**1.** The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;

**2.** Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;

**3.** No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

**(c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:

**1.** The selected Proposal must be approved by the Board of Commissioners.

**2.** This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

**(d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the

same material, and is in all respects, fair and without collusion or fraud.

**(e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**(f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals

will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

**(g)** That the Proposer holds current licenses that businesses or services professionals operating in this state

must hold in order to undertake or perform the work specified in these contract documents.

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**(h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the

solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer

under ORS 656.407 or has elected coverage under ORS 656.128.

**(i)** That the Proposer is legally qualified to contract with the County.

**(j)** That the Proposer has not and will not discriminate in its employment practices with regard to race,



creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State

Oregon Business Registry Number

Contractor's Authorized Representative:

Signature: Date:

Name: Title:

Firm:

Address:

City/State/Zip: Phone: ( )

e-mail: Fax:

Contract Manager:

Name Title:

Phone number:

Email Address: \_\_\_\_\_

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**FEE SCHEDULE – COST DATA PRICE PROPOSAL FORM**

**Date:**

**Name of Offeror:** Solicitation No.

**Business Address**

Base Contract Year

**Signature: Telephone/FAX:**

**Name (print): E-Mail:**

**INSTRUCTIONS** \_\_\_\_\_ requires a detailed breakdown of all estimated costs for this

procurement within the categories specified below. Attachments may be included to explain particular cost items.

Cost data

is subject to verification by government audit.

**DIRECT LABOR (Identify by position) \*Est. Hrs. Rate/Hr. Total**

TOTAL DIRECT LABOR

**LABOR OVERHEAD O.H. Rate Base Total**

TOTAL LABOR OVERHEAD

**OTHER DIRECT COSTS (Specify)**

TOTAL OTHER DIRECT COSTS

**TOTAL ESTIMATED COSTS**

**FEE (Profit)**

**TOTAL BASE CONTRACT YEAR PROPOSAL (All Est. Costs & Fee/Profit) . . .**

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**ARTICLE E**

**VENDORS RESPONSE**

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2020 SE 7<sup>th</sup> Ave. Suite 200 Portland, OR 97214  
Telephone: (503) 256-7718 Fax: (503) 256-7679  
April 25, 2018

Mr. George Marlton  
Clackamas County Water Environment Services  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, Oregon 97045

Dear Mr. Marlton,  
Portland Engineering, Inc. (PEI) is pleased to submit our proposal to provide Telemetry System Integrator of Record (SCADA) Support to Water Environment Service (WES) and Clackamas County Service District No. 1 (CCSD #1). We are an instrumentation and control system design engineering firm with extensive experience in SCADA design, integration, maintenance, and support. We have been providing superior engineering and systems integration services to industrial and municipal partners throughout Oregon for over twenty five years on projects that include complex and critical control systems where safety and reliability are essential. Established in 1992, PEI has grown into a multidiscipline engineering corporation employing experienced electrical, mechanical, and chemical engineers. We have built our reputation by supporting our clients with comprehensive professional engineering services and reliable systems integration. We are value engineers with experiential knowledge in a variety of applications and we strive to exceed the needs of our clients in system design, project delivery and timely support. Over the past 15 years, through a series of successful projects and ongoing field service, PEI has developed a detailed and comprehensive knowledge of the processes and facilities maintained and controlled by WES and CCSD #1 SCADA system. Because of this PEI is uniquely suited to provide the best value in engineering and service work. I will be your primary point of contact for questions and procurement contract negotiations. Thank you for the opportunity to submit our qualifications, we look forward to working with you in the coming years.

Best Regards,

Carl Serpa, PE  
Portland Engineering, Inc.  
2020 SE 7<sup>th</sup> Ave., Suite 200  
Portland, OR 97214  
Office: (503) 256-7718  
cserpa@portlandengineers.com  
General Contractors License #135739  
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Version Date: April 25<sup>th</sup>, 2018

**PORTLAND ENGINEERING, INC.**

**Telemetry System Integrator of Record (SCADA) Support  
Water Environment Services**

**CLOSING DATE:** Wednesday, April 25<sup>th</sup>, 2018

**CLOSING TIME:** 2 PM Pacific Time

**SUBMITTED TO: SUBMITTED BY:**

George Marlton Carl Serpa, PE

Director Project Manager & Lead Engineer

Clackamas County Procurement Division Portland Engineering, Inc.

Clackamas County Public Services Building 2020 SE 7<sup>th</sup> Ave., #200

2051 Kaen Road Portland, OR 97214

Oregon City, OR 97045 Phone: (503) 256-7718

Fax: (503) 256-7679

Email: cserpa@portlandengineers.com

General Contractors License: #135739

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Portland Engineering, Inc. – Clackamas County – Request for Proposal – Telemetry System Integrator of Record (SCADA)  
Support 1| PEI

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## 1. Project Team

Portland Engineering, Inc. (PEI) is a systems integration engineering firm located in Portland, Oregon, approximately 15 miles from the Clackamas County Water Environment Services. PEI specializes in the design, programming, assembly, testing, installation, and service of municipal control systems throughout Oregon. PEI was established in 1992 and is a registered systems integrator and Value Added Reseller for Wonderware and Allen-Bradley/Rockwell Automation, Matrikon, Ignition and InduSoft. We work with all major brands of automation hardware and software and have been in the automation industry for over twenty-five years, providing us with in-depth knowledge of older systems and the ability to integrate them with today's technology. We are members of the Control System Integrators Association (CSIA) and we carry General Liability Insurance and a \$2M Professional Liability Insurance. When project bonding is required we are able to obtain project bonding for Controls projects as high as \$2,000,000. This ability speaks directly to our solvency as a company and our strong financial rating. Our engineers have experience in a wide range of industrial, commercial and municipal fields providing our clients with a breadth of process experience that helps develop smart solutions. Our projects include complex and critical controls on systems where efficiency, safety, and reliability are essential. We design control solutions to optimize your system's value, reliability, and longevity, and have remained successful through the years because of our commitment to working with our clients as partners, understanding our client's problems, and developing long term, value added solutions. For this project, PEI has selected a talented and experienced group of engineers, technicians and managers. The following organizational chart shows the company organization for this project. Portland Engineering is committing one Project Manager/Lead Engineer, one Project Engineer, one Engineer in Training, one Controls Specialist, and one Construction Manager. The Project Manager/Lead Engineer is Carl Serpa, PE; the Project Engineer is Jon Scott, PE; the Engineer in Training is Jim Evans; the Controls Specialist is Chris Gardella, and the Construction Engineer is Greg Chase. The PEI team members selected for this project bring many years of experience and advanced skill sets. All of PEI technical staff members that will support WES project have four engineering degrees or two year technical degrees.

CARL SERPA, PE  
Project Manager\Lead Engineer

GREG CHASE

Construction  
Manager

JON SCOTT, PE

Project Engineer

CHRIS GARDELLA

Controls

Specialist

JIM EVANS

Engineer in

Training

Water Environment Services

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**Carl Serpa, PE** is selected as Project Manager/Lead Engineer for his extensive experience managing the design, installation and integration of SCADA projects for Clackamas County, WES, CCSD#1, and the District. Carl is a registered professional engineer in Controls Engineering in the state of Oregon and can provide stamped engineering design documents. Additionally, Carl has over 15 years of experience working at WES treatment plants and other facilities and will bring a high level of institutional knowledge to future projects. Carl will provide hands on, onsite management as needed and oversee the execution of the project. Carl will guide design phase engineering to produce accurate budget estimation that informs design decisions and provides pre-construction resolution of design-related issues that result in improved project quality and financial performance.

As determined by project needs, Carl will utilize resources of Jim Evans, Greg Chase, Jon Scott and Chris Gardella. This group of skilled engineers, specialists and managers brings over 65 years of combined experience in process control, SCADA and telemetry engineering. A brief statement about each person's experience and qualifications as well as the anticipated role they will fill on the project team is provided below. Resumes are provided in Section 5, Supportive Information, showing details on education, certifications and relevant project experience.

**Jon Scott, PE** is a professional engineer with many years of design, programming and troubleshooting experience in water and waste water treatment processes. Jon provides important engineering knowledge including project scope development; estimation and bids; detailed design; PLC & HMI programming; start-up and commissioning. Jon frequently manages PLC programming and conversions, HMI development and start-up for municipal and industrial projects. It is anticipated that Jon will provide design support and QA/QC services for WES projects.

**Jim Evans, EIT** is an Engineer in training who recently passed the Professional Engineering exam with Professional Engineer Registration anticipated in the summer of 2018. Jim has recently been the lead design engineer for several waste water lift stations. Additionally, Jim is a skilled programmer with 5 years of experience in the field doing equipment startups and field service. Jim will provide design services, programming and QA/QC for WES projects.

**Chris Gardella** is a controls specialist with over 20 years of relevant experience. Chris is a specialist in field startups, instrumentation setup and calibration, IO checkouts and system commissioning. Additionally, Chris is a highly skilled and efficient control panel designer. He is an experienced control and configuration development specialist and field service engineer with excellent troubleshooting skills. For WES, Chris will be utilized for quick response service calls as well as field service, programming and design support.

**Greg Chase** is PEI's construction manager and will provide support for project management and construction services that require installation or electrical services. Greg has over 20 years of experience in project and construction management which facilitates efficient installation and electrical work and he is able to blend the needs of owners, managers, designers, and users to deliver results that exceed expectations. The overwhelming majority of the project work will be executed by our Project Manager and Lead Engineer, Carl Serpa, PE. PEI uses a team approach for all of our projects and this is no different. The intent of this approach is to include all of the involved parties throughout the course of any project and ensure effective communication about the status, progress, and schedule of the project. PEI typically includes the owner, operators, maintenance personnel, engineers, electricians, mechanics, and vendors in the team, and insures that all of these parties are keenly aware of the objectives of the project. We strongly believe that this approach leads to projects that are successful for all parties over the long term rather than projects that are merely "completed". Internally PEI uses the same approach for managing our Team. Our Project Manager is responsible for maintaining communications, handling contractual obligations, attending project meetings, and maintaining the project schedule. This allows our controls engineers to focus on completing the technical aspects of the project effectively. Further, this provides a layer of quality control by providing a second and third set of eyes on internal project reviews.

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## 2. Prior Experience

PEI has been a collaborative partner working with WES since 2004. PEI's first project with WES was to develop complete control panel wiring schematics for the Kellogg treatment plant when none existed at the time. Between 2004 and 2012

PEI provided engineering services and programming support at Tri-City, Kellogg, Hoodland and Boring treatment plants, numerous pump stations and flow monitoring locations. Several major projects of note during this time period include the 2010 Tri-City Phase 1 Expansion Project, 2011 Tri-City Biosolids (Backup Centrifuge) and the Kellogg Maintenance Improvement project in 2011.

During the **Tri-City Phase 1 Expansion**, PEI provided engineering services for control panel design, fiber optic network design, instrumentation configuration, PLC and HMI programming. This was a multi-year project that included integration and coordination of several vendor supplied control systems for the MBR, Lime System, Odor Control, UV, Aeration Blowers. For this project PEI developed custom PLC function blocks and HMI graphics for new systems that adhered to WES programming standards. PEI maintained all P&ID drawings throughout the duration of the project providing key consistency of equipment tag numbering.

The **Tri-City Biosolids** project (also known as the BUC for Backup Centrifuge) consisted of adding a new solids handling system. PEI provided engineering for control panel design, instrument configuration, and programming to integrate the new equipment into the existing SCADA and control system.

For the **Kellogg Maintenance Improvement** project PEI provided key onsite engineering services to supply and install instrumentation and control panels all while keeping the existing plant running. This included major revisions to existing control panels to upgrade components and clean up wiring. PEI maintained and updated all the control panel wiring schematics throughout the duration of the project.

Starting in 2013 to the present, PEI has been the WES System Integrator of Record completing a diversity of projects on time and on budget, ranging from small service calls to major PLC and telemetry upgrade projects. A partial list of

projects completed in the last five years is provided below. A few of the larger projects to note in the list below are the **WES SCADA and Telemetry and Development Plan, WES Telemetry System Upgrade, Tri-City Plant Aeration Blower Integration and Startup, Tri-City Air Scour Blower Integration and Startup.**

**2013 WES Projects:**

- Tri-City Plant Parallel Digester
- Intertie #2 Pump Station integration, programming and troubleshooting

- Tri-City Plant Biogas Flare integration, programming and startup
- Kellogg Plant Aeration Blower programming and tuning
- WES SCADA and Telemetry Development Plan
- Tri-City Plant Bisulfite System Integration
- Collection System Telemetry System Replacement

**Tri-City Phase 1 Expansion Project**

**WES Telemetry System Replacement**

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**2014 WES Projects:**

- Willamette Pump Station PLC upgrade
- Tri-City and Kellogg HMI and Historian version upgrade
- Collection System Flow Monitoring
- Clackamas Pump Station PLC upgrade
- Collection System Cellular Telemetry Design and Installation
- Hoodland Plant Alarm System Upgrade
- Tri-City Plant Aeration Blower Master Control Programming

**2015 WES Projects:**

- Tri-City Plant Energy Meter Install and Integration
- Tri-City Plant Aeration Blower Replacement Design and Specifications
- Boring Plant Effluent Temperature Data Acquisition and Integration
- Intertie 2 Pump Station flow control and coordination
- Tri-City Plant Generator IO Re-Design and Integration

**2016 WES Projects:**

- Tri-City Plant Emergency Aeration Blower Design and Integration
- Tri-City Plant Influent Pump Station PLC Upgrade
- Kellogg Plant Digester Gas Flow Meter Integration

**2017 WES Projects:**

- Kellogg Plant Improvement Project Control System Design and Specifications
- Tri-City Plant Aeration Blower Integration and Startup
- Tri-City Plant MBR Air Scour Blower Integration and Startup
- Tri-City Plant MBR Chlorine Dosing System Integration
- Collection System Flow Meter Integration-8 sites
- Tri-City Plant Washer Compactor Control System Design and Integration
- Hoodland and Arrahwanna Pump Station Upgrade Design and Specifications



For each of the projects discussed above PEI provided a consistent project approach. Upon identification of a project, PEI's project manager would complete an initial evaluation of the project and provide a written scope of work and budget for the project. This was then evaluated and approved by WES and PEI would begin work. All of these projects were completed on time and under budget. In addition to the ongoing work for WES, PEI regularly provides similar engineering services to other public entities including the **City of Lake Oswego, City of Tigard, City of Wilsonville, and City of Astoria**. Descriptions of major projects completed for both WES and other municipal clients are provided below.

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## WES Tri-City Plant Phase One Expansion

Water Environment Services

**LOCATION:** Oregon City, OR

### **REFERENCE CONTACT**

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

**YEAR COMPLETED:** 2010

### **PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE, Chris Gardella

### **Project Description**

The Tri-City Water Pollution Control Plant is a waste water instrumentation and control project completed by Portland

Engineering, Inc. in 2010. The project was completed with Slayden Construction for Water Environment Services (WES)

in Oregon City, Oregon. This project included the addition of a Membrane Bioreactor package system in addition to new

support systems and improvements to existing processes. The Tri-City Water Pollution Control Plant (WPCP) Phase 1

expansion design was done in collaboration with MWH (Now Stantec).

The addition of the Membrane Bioreactor (MBR) expanded the existing plant's wet and dry weather treatment

capabilities. Upon completion of the upgrade, the plant's treatment process operates as a blend of conventional

activated sludge (CAS) along with the MBR system. Additional elements were added under the project that included UV,

Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control function

integration with existing CAS equipment.

Portland Engineering performed the following services:

- Instrumentation supply, set up and calibration.
- PLC control panel wiring drawings.

- Fiber Optic and Network design. PEI drawings identified all fiber ports, patch panels, managed switches and cable layouts for a complete network configuration
- Provided point-to-point checkout for all I/O to the control panels and worked with package vendors for I/O checkout.
- Systems testing, startup and commissioning. Additionally, PEI supported a seven day clean water test that included all systems prior to start up.
- Process Control Programming and Integration of existing plant control with the MBR expansion and Balance of Plant systems.
- Wonderware HMI programming and the existing plant updates. This included coordination with the Membrane supplier for integration of their control screens.
- Control Panel design and supply as well as Control Panel checkout.
- Complete Project Integration with Vendor Packages including, Profibus and Ethernet communications along with hardwire I/O.

**Tri-City Expansion: Onsite Checkout**

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## Kellogg Creek Wastewater Pollution Control Plant Maintenance Improvement Project

Water Environment Services

**LOCATION:** Milwaukee, OR

**REFERENCE CONTACT**

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beavercreek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

**YEAR COMPLETED:** 2011

**PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE, Chris Gardella

**Project Description**

PEI served as a key contractor for the Kellogg Creek Water Treatment Plant System Maintenance Project in 2011. As a

contractor for Stettler Supply Company and working with the other main contractor CH2M, this project involved the

integration of new PLC's and I/O, network equipment and instrumentation. The primary goal of the project was to

replace obsolete control hardware (PLC's and I/O) and network equipment. PEI's responsibilities included design

engineering and drafting, OEM/vendor system compliance, construction management, procurement and CAD drafting,

network design and startup coordination. The project included panel design as well as network design and configuration.

PEI provided supervision of the electrical and mechanical installation, testing, startup, and commissioning of the instrumentation and equipment. One particularly difficult aspect of this project that was skillfully managed by PEI was the installation and testing of all the new control equipment and instrument while keeping the plant fully operational.

**Kellogg Plant: New Control Panel**

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## Willamette Pump Station Engineering Evaluation and Upgrade

Water Environment Services

**LOCATION**

West Linn, OR

**REFERENCE CONTACT**

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

**YEAR COMPLETED**

2014

**PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE

**Project Description**

In February of 2014, MWH Global (MWH) was selected by Water Environment Services (WES) to provide engineering

service for the purpose of evaluating Willamette pump station. Willamette pump station is a key asset located in the

City of West Linn responsible for the collection and conveyance of waste water for a large area. The station was built in

1986 and needed significant attention to address operational deficiencies. To support this effort MWH teamed with

Portland Engineering Inc. (PEI) to perform a detailed engineering analysis of the station and provide recommendations

and costs for improving the operation and reliability of the station.

In support of Willamette Pump Station evaluation project, PEI provided services to evaluate the existing pump station

control and telemetry system. This evaluation covered the age and condition of the PLC and hardwired controls,

operator Interface and instrumentation. In addition, the condition and performance of the telemetry communication

system was closely scrutinized due to the critical importance of the station and the need for reliable and accurate status

information. PEI performed operational testing to document the pumping capabilities of the station and determine if

control programming changes would help reduce the pump ragging problems and improve performance. PEI provided a

written assessment report for the pump station discussing the current state of the instrumentation and controls, detailing deficiencies, and defining an action plan for improvements and modernization. As a direct result of this work, a modernization project was quickly initiated where PEI replaced obsolete control equipment which resulted in an immediate improvement in station reliability and maintainability.

### **Willamette Pump Station**

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## **SCADA/Telemetry Development Plan and Capital Budget**

Water Environment Services

**LOCATION:** West Linn, OR

### **REFERENCE CONTACT**

Randy Rosane PE, Engineering Supervisor, Water Environment Services, (503)742-4573, 150 Beaver Creek Road, Oregon City, OR 97045, RandyRos@co.clackamas.or.us

**YEAR COMPLETED:** 2014

### **PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE

### **Project Description**

In 2013, as part of Water Environment Services (WES) effort to improve and maintain the SCADA and telemetry systems, a need for a long term development plan and budget was identified. In fiscal year 2014 (July 2013 through June 2014) Portland Engineering completed the yearlong project to evaluate the SCADA, control and telemetry systems encompassed by the WES treatment plants, pump stations, meter stations and communication networks. WES provides wastewater collection & treatment and biosolids reuse for seven cities and several unincorporated areas in Clackamas County, as well as storm water management, on-site sewage disposal, and water quality and stream enhancement. This comprehensive Plan identified and developed goals relating to the following factors: flow measurement and management, specifically how the SCADA/Telemetry system can be used to monitor real time flow and allow operations to manage the flow; energy measurement and management, particularly how energy measurement and data collection can be used to track the efficiency of treatment and pumping operations; system wide operation and control coordination, namely the ability of operators to centrally manage and control wastewater flow including the development of automated control algorithms for flow control; telemetry, primarily the long term structure of remote data gathering systems and how to ensure that the system is modernized to meet the goals of the Plan; modernization,

particularly documenting all control hardware, communication equipment and instruments to identify and determine the priority time frame of equipment replacement; design and equipment standards, specifically setting forth the basic design and equipment standards that will be used when adding or replacing control equipment; and standard procedures, because the large collection of controllers, operator interface terminals, and other programmable devices make managing the system difficult due to the sheer size. The end result of this effort was a comprehensive condition summary and recommendation for future improvements and development including a budget for each recommendation. This Development Plan and Capital Budget provides a detailed road map for operating, maintaining, and improving the WES operations control and data acquisition systems over the coming five to ten years. The plan has been subsequently used by WES to prioritize spending for projects on control and telemetry system improvements. Completion of this project further increased PEI's knowledge and understanding of the WES systems and needs and has positioned PEI to provide high value service for future control system projects.

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## Lake Oswego Tigard Water Partnership

City of Lake Oswego and City of Tigard, OR

**LOCATION:** Lake Oswego/Tigard, OR

### **REFERENCE CONTACT**

Kari Duncan, Water Treatment Plant Manager, City of Lake Oswego, (503) 635-0393, Lake Oswego Water Treatment Plant, PO Box 369, Lake Oswego, OR 97304

**YEAR COMPLETED:** 2017

### **PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE, Chris Gardella

### **Project Description**

Portland Engineering is currently providing control system design engineering services for the \$250 million Lake Oswego

Tigard Water Partnership Water Treatment Plant expansion. This project doubled the capacity of an existing water

treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the

project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure, a

new storage reservoir, a new pump station, and pipelines between locations. PEI provided control system designs for all

locations which included telemetry systems, communication networks, a plant-wide fiber-optic network, security/video

systems, access controls and other ancillary systems as well as the PLC and HMI controls. The Control system is based on redundant Allen-Bradley ControlLogix PACs, I/O partitioning, and redundant HMIs with numerous client HMIs located throughout the plant, and historical data collection. The hardwired I/O at the plant will be approximately 1200 points with roughly an equal number of network I/O and vendor I/O. HMI tag counts are expected to be in the 5-10,000 range. A redundant Allen-Bradley ControlLogix System has been designed with redundant HMI communications, a historical data server, and numerous HMI computers located throughout the plant. PEI is providing fully detailed panel layouts and wiring diagrams, PLC and HMI development and programming, instruments and instrument calibration, O&M manuals for the complete scope of work including as-built electrical schematics, and all control strategies. Additionally Control Narratives were developed by the process engineers with support from PEI. As part of the plant's O&M manual, fully detailed control strategies were provided with all interlocks, alarms, modes of operations, operator controls, available trends and other data that serve as a basis for PLC and HMI programming, start-up and commissioning.

#### **Lake Oswego Tigard Raw Water Intake**

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## **City of Astoria Pump Station #1 Electrical and Control Upgrade**

City of Astoria, OR

**LOCATION:** Astoria, OR

**REFERENCE CONTACT:** Cindy Moore, PE, Assistant

City Engineer, City of Astoria, 1095 Duane St.

Astoria, OR 97103. (503) 338-5173

**YEAR COMPLETED:** 2017

#### **PROPOSED STAFF WHO WORKED ON THE PROJECT**

Carl Serpa, PE, Jim Evans

In the summer of 2016, Portland Engineering Inc.

(PEI) completed a project for the City of Astoria to

replace the electrical and control system for their

main sewage lift station. The project utilized a

newly approved for the state of Oregon and highly

efficient delivery method call Progressive Design

Build. With this delivery method the job was

completed much more quickly than can be done using a standard design, bid, build method. Progressive

design build

projects are completed in phases where a team of engineering and construction contractors provide

design services in

phase 1 and implement the design in subsequent work phases. This approach is highly collaborative and

allows the

engineers, contractors and the client to work together during the design phase to resolve problems and eliminate unknowns so that the costs for construction phases can be accurately determined. The City of Astoria Pump Station #1 handles between 2 and 18 million gallons of combined sewage and wastewater per day. The station is 40 years old and was still using original electrical distribution and control equipment which was in need of replacement. The general scope of work included removing and replacing the existing Motor Control Center (MCC) and power distribution, designing and installing new controls and instrumentation, supply of two 125 hp pump motors, programming and startup. The job also required installing temporary power distribution and controls to keep the station operating during the construction work. For this project, PEI led a team consisting of an electrical contractor and several key equipment suppliers to fully develop the project scope and complete the design in Phase 1. Phase 1 deliverables included electrical, control and instrumentation design, drawings, instrument list, construction schedule, construction sequence and guaranteed price for the construction phase. In Phase 2, PEI was the general contractor overseeing the construction work. Work began with installation of temporary electrical equipment, controls and instruments to allow uninterrupted station operation. This was immediately followed by the demolition and removal of the existing MCC's and installation of a new MCC line up. A new control panel and instruments were installed and connected. Additionally, PEI provided and installed two new 125 hp pump motors. The Progressive Design Build approach benefited the project by allowing PEI design engineers to work closely with the electrical contractor and equipment suppliers to quickly resolve problems and keep construction on schedule. Phase 2 of the project was completed over a three week period in August 2016, all the while keeping the pump station operational

#### **Astoria Pump Station #1 Finished MCC Lineup**

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### **3. Understanding and Approach**

Through many years of work with WES and other municipal partners, PEI has gained an appreciation for the critical nature of the water and waste water process systems. Along with working safely, PEI's top priority is keep our clients system operating even when work on them must be done. As work on each project progresses PEI routinely coordinates with client engineers, managers, operations staff and technicians to schedule activities that may affect process

operations to ensure timely completion of work without disruption to WES activities. No one system is the same and our approach focuses on customizing on-call, project specific integration solutions to the needs of each project individually through hands-on development. Portland Engineering has been working with Clackamas County as a control system integrator, in some capacity, for more than fifteen years. We understand the District's operational structure and need for a wide range of consulting services associated with control system on-call and projects-specific services and budgets related to the design, installation and operation and maintenance of the Districts' instrumentation and control systems. As the Districts' Integrator of Record we will bring a team based project approach when identifying a Scope of Services and Fee, one that identifies and understands project needs; assesses and minimizes risk; and manages and reduces cost while providing a reliable and superior product. PEI will utilize a single point of contact for all project and service needs. PEI's project manager/lead engineer will be responsible for evaluating all requests for project and service work and coordinate the activities of other PEI engineers to ensure efficient delivery of services. PEI's project manager/lead engineer will utilize the following project approach:

1. **Initial Evaluation:** PEI discusses the request with WES staff to determine the nature of the work required. If the request is for urgent field service support, PEI will immediately dispatch resources to resolve the issue. For project work, PEI will continue through the project approach steps below.
2. **Project Definition and Scope Development:** PEI will develop the project scope of work, schedule requirements and prepare the project budget.
3. **Allocate Resources:** Upon approval to proceed with a project, PEI will assign tasks to engineers to ensure timely completion of project work.
4. **Work Delivery Planning:** In this step of the project approach, PEI will coordinate with WES engineers, operation staff and technicians to identify the best implementation of project deliverables. This includes coordination with plant operations for any programming or configuration that must be done on operating systems.
5. **QA/QC:** PEI maintains a rigorous Quality Assurance\Quality Control program to ensure correctness of drawings, documents and checkout services. PEI's QA/QC program is discussed in detail below.
6. **Startup/Final Delivery:** Because most project work involves implementation of programming and control system, this step generally entails onsite startup, configuration and testing for SCADA and control systems. This



requires PEI to be sensitive to the needs of operation staff to eliminate disruption to ongoing operation. As

needed, PEI will also provide training to operations staff for any new functionality of SCADA and control systems.

**7. Wrap up/Record Documents:** For project wrap up and close out, PEI will provided final documents (drawings, O&M's, training materials). Record drawings will always incorporate startup redlines and field modifications.

The general scope of work is based on a broad and diverse range of services the District may require for maintaining and

improving the SCADA and Telemetry systems. Broadly speaking these services can include all or some parts of project

management; concept planning and engineering; preliminary and final design; construction engineering and field

services; fiber-optic network design and troubleshooting; and/or investigations, studies, analyses, or other consulting

pertaining to the design, installation and operational support for new or existing SCADA system. With this in mind the

**initial evaluation** is the key for PEI to provide both project work and field service support for WES. For technical support

and immediate field service, PEI's project manager/lead engineer will be the first responder and coordinate additional

PEI resources as needed. During periods where the project manager/lead engineer will not be locally available PEI will

designate a secondary contact to respond to immediate needs. PEI understands the importance of WES's SCADA and

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telemetry systems and continually takes a proactive approach to predict possible problems and respond to unexpected equipment failures.

Often times responding to these problems requires a degree of flexibility with the understanding that problems can

arise at any time. Further, control systems and their constituent components penetrate deeply into process systems,

generally meaning that when problems do arise to operations, to some extent it will require working with the control

system. When these problems come up they require an immediate response and capable resource that can rapidly

respond and resolve these problems as they arise and in a cost efficient manner. PEI has routinely provided after hours

and weekend support to ensure continual operation of WES systems. This includes a 24 hour emergency support

contact service that will ensure WES will get timely support at all times. All PEI team members dedicated to WES

projects and support are local to the Portland metro area so assistance is never far away.

With over 15 years of experience with WES, PEI brings a deep understanding of needs and requirements of SCADA and

telemetry systems. This wide ranging institutional knowledge allows PEI to quickly **define projects and accurately**

**estimate project costs.** In fact, nearly every project PEI has done for WES in the last 10 years has been delivered on time and on budget.

After WES has reviewed and approved a project PEI will begin **resource allocation and planning.** This included schedule development and coordination of activities with WES plant operation staff for work on continually operating systems.

This step is key for coordinating PEI activities with other contractors and vendor systems. Our Project Manager and Lead

Engineer is responsible for maintaining communications, handling contractual obligations, attending project meetings,

and maintaining the project schedule. This allows our controls engineers to focus on completing the technical aspects of

the project effectively. Further, this provides a layer of Quality Assurance by providing a second and third set of eyes on

projects, ensuring that we have staff intimately aware of the project, capable of stepping in to problem solve any issues

that may arise, and to provide internal review. We routinely collaborate as a team in the development of our

engineering solution to aid in problem solving, relying on other members of our staff to handle issues specific to their

knowledge or to provide additional analysis.

We take proactive steps to ensure the reliability of our systems by routinely servicing them for scheduled version

upgrades, operating system improvements, and general usability issues relating to aging systems. To this end, we have

rigorous **Quality Assurance and Quality Control** program to guide each step of the project. The QA/QC program utilizes

three main components that are customized to the In the SCADA and telemetry industry:

1. Design Review QA/QC Checkoff Sheet
2. Factory Acceptance Test (FAT) Checkoff Sheet
3. Site Acceptance Test (SAT) Checkoff Sheet.

A copy of each of these QA/QC tools is provided in Section 5: Supportive Information.

Each of these QA/QC components serves a specific function to ensure quality and eliminate mistakes and oversights during

design activities, equipment setup and system startup. The Design Review QA/QC Checkoff Sheet is used to cross check many design elements and documents to ensure consistency.

For example, during this review, an engineer not familiar with the project will be tasked with checking instrumentation type and wiring details against IO lists, control panel wiring and design specifications.

The Factory Acceptance Test Checkoff sheet ensures that all

**Factory Acceptance Testing: PLC and HMI Checkout**

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checks of equipment and programming code is completed prior to delivery to the job. Generally this means doing live electrical testing and checking of new control panels and instruments as well as testing new PLC code along with corresponding human machine interface programming. This effort eliminates errors and greatly improves quality of delivered product and improves efficiency of system testing and commissioning.

The Site Acceptance Test is the final check on systems and programming that takes place in the real world operational environment. The SAT Checkoff Sheet ensures that all elements of the system are systematically checked and verified and that the goals of the project are fulfilled. Activities of this effort include field verification of instrument and signal wiring, IO checkouts, control loop verification, and operator interface implementation.

The culmination of PEI's project approach discussed here is the startup and final delivery of the work product. This typically includes onsite configuration, setup, testing and commissioning of systems. These complex task require exquisite attention to detail and continual communication with plant staff to ensure the work is completed without disturbing regular operation activities.

Depending on the size and complexity of the project this can take anywhere from a few hours to several days or months. PEI will keep a consistent presence for however long is required

to ensure all work is completed with the highest level of quality and ensure a successful project.

#### **Site Acceptance Testing at Tri-City PLC7R**

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## **4. Communication and Availability**

As with any project, PEI promises to commit any and all resources required to fulfill our agreement and we make the full

breadth of our engineering services available to the District. PEI uses a team approach for all of our projects, meaning

the project manager can break down tasks and assign them to support members to maintain work efficiency. This team

will be led and managed by Carl Serpa, PEI's project manager and lead engineer. Carl is currently supporting several long

term WES project as well as managing all immediate service and support needs. Currently Carl is spending

approximately 75% of his availability on WES projects, however at certain times in the past this level has risen to nearly

100%. PEI has no intention of changing resource allocation for WES, so Carl will remain as the point of contact for

responding to service and project needs. Because PEI is a flexible and dynamic organization we can easily organize

resources to support WES projects as the needs arise. PEI maintains weekly resource allocation meetings to discuss

upcoming work and determine how best to provide the necessary resources. As the work load for WES projects

increases, PEI will delegate tasks to other members of the team. For large or long duration projects, PEI will build this

into the staffing model and assign a dedicated engineer to support the project from beginning to end.

Anticipated staff availability and loading for key project members over the next year is provided below.

**Carl Serpa, Availability 75%**

**Ongoing Projects:**

- WES Hoodland/Arrahwana Pump Station Design
- City of Tualatin ASR Upgrades
- City of North Plaines Reservoir and Pump Station Design
- Kellogg WRRF Improvements

**Jim Evans, Availability 60%**

**Ongoing Projects:**

- Puget Sound Energy Jackson Prairie Control Upgrade
- Puget Sound Energy Sumas Upgrades
- City of Tualatin Miscellaneous PLC upgrades
- Design support and Miscellaneous Service

**Jon Scott, Availability 60%**

**Ongoing Projects:**

- The Dalles Waste Water Treatment Plant Upgrade
- Clean Water Services Programming Support
- City of Ridgefield Booster Pump Station

**Chris Gardella, Availability 25%**

**Ongoing Projects:**

- Project Design Support and Miscellaneous Service

**Greg Chase, Availability 50%**

**Ongoing Projects:**

- The Dalles Waste Water Treatment Plant Upgrade
- City of Vancouver Water Station #1
- City of Wilsonville Waste Water Telemetry

Given the current work loading and availability of PEI's team, we are well positioned to support all upcoming WES

project throughout the duration of the contract.

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## 5. Supportive Information

### RESUMES

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Project Manager/Lead Engineer

Carl Serpa, PE is a Professional Engineer with an education in chemical engineering and over twenty five years of experience in process and control system engineering. Carl has deep knowledge and broad experience developing control system design standards, process control programming, integrating operator interfaces, control system networks, and historians; in addition to a strong understanding of project management related to industrial and municipal control projects.

Carl will be the project manager and lead engineer responsible for all aspects of scope development, engineering design, programming and quality assurance/quality control. Carl has extensive knowledge of all industry standard control platforms and software including Allen Bradley, Siemens, Modicon, Rockwell Automation, and Wonderware.

### **Relevant Project Experience**

#### **Water Environment Services Kellogg Wastewater Treatment Improvement Project**

Working with Brown & Caldwell, Carl provided control system design and analysis for the Kellogg Plant improvement project. Carl provided design support for P&ID development, control panel modifications and wiring and equipment specifications..

#### **Water Environment Services, SCADA and Telemetry Development Plan 2014**

Carl was the Project Manager and Lead Engineer to Water Environment Services for the development of a system wide SCADA Development Plan. This extensive and comprehensive plan addresses several pressing issues

for WES. They include: system wide flow measurement and management; energy measurement and management; system wide operation and control coordination; telemetry; SCADA/telemetry modernization; design and equipment standards; and standard procedures. Once complete, this plan served as a road map for all current and future controls related projects at WES.

#### **Water Environment Services, Tri-Cities Waste Pollution Control Facility**

The Tri-City Water Pollution Control Plant wastewater instrumentation and control project includes the addition of a Membrane

Bioreactor package system in addition to new support systems and improvements to existing processes. The addition of the

Membrane Bioreactor (MBR) expands the existing plant's wet and dry weather treatment capabilities. The upgrade allows the

plant's treatment process to operate as a blend of conventional activated sludge (CAS) along with the MBR system. Additional

elements were added under the project that included UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power

Monitoring as well as control functions to exiting CAS equipment.

#### **Project Manager, City of Tigard SCADA Telemetry System**

PEI upgraded the SCADA telemetry system for the City of Tigard as a design/build project. Carl served as the project manager,

ensuring that we provided the system design scope, equipment specification, radio frequency licensing application management,

supply of all required hardware per design/build specification, installation, and new operator interface system integration for the

master and 14 remote sites. The City of Tigard was able to benefit from removal of the leased line modems and the utilization of a

licensed frequency radio system.

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#### **Project Engineer**

Jonathan Scott is a Professional Engineer with well over twenty five years of diversified experience.

Jon provides important engineering knowledge including project scope development; estimation and

bids; detailed design; PLC & HMI programming; start-up and commissioning. Jon frequently manages PLC programming and conversions, HMI development and start-up for municipal and industrial projects.

Jon's responsibilities include but are not limited to technical oversight, start-up and quality assurance/quality control for new SCADA telemetry RTU panels; SCADA integration for leased line systems; embedded controls to Allen-Bradley ControlLogix; and performing system enhancements on Allen-Bradley equipment. In addition, Jon excels at troubleshooting, field service and emergency callouts. Jon has experience with a variety of software and hardware products including PanelView Plus, RSView32 and RSView ME, Wonderware, ABB Infi90, Allen-Bradley PLC 5, SLC, ControlLogix, DeviceNet, Ethernet, Allen-Bradley/Siemens interface, Siemens S7-300, GE Fanuc 90/30, 90/70, Cimplicity, Genius Bus, DeviceNet, Rosemount HMVCU, Johnson Metasys.

#### Relevant Project Experience

##### **University of Oregon Steam Plant Upgrade**

Jon was the lead HMI development engineer for a large scale upgrade of the Steam Plant for the University of Oregon under the General Contract of Turner Construction. Jon worked with Wonderware Archestra to develop

InTouch managed applications on redundant I/O servers and multiple workstations associated with the complete change out of

boilers and boiler controls as well as a co-generation and HSRG boiler, and new redundant PLC controls.

##### **Odell Sanitary Wastewater Treatment Plant, Odell, OR**

PEI provided engineering services for influent wet well pumping station at the Odell Sanitary District wastewater treatment plant,

including influent and effluent flow monitoring and well monitoring, flow and level control, aeration basin blowers, and sludge

transfer load out pumps. Additionally, we integrated a GE Zenon membrane filtration system into the plant HMI system to filter and

process waste. We provided and configured operator interface computers, including the incorporation of the membrane vendor's

screens and tag database into a single application. We supplied and configured PLC control panels, computers, VPN equipment to

allow for secure remote access to the control system, and all other specified system instrumentation.

##### **City of Wilsonville Wastewater Treatment Plant, Wilsonville, OR**

Portland Engineering served as the system integrator and general contractor for the City of Wilsonville, OR. We were selected by the

city to complete a \$291,000 telemetry system upgrade for the city's eight operating lift stations. This extensive design-build project

required a complete SCADA telemetry system upgrade of the lift stations and we developed the project scope of work and

comprehensive fixed costs. The scope included a licensed frequency radio survey and license application, hardening the lift station

controls and operational redundancy, integrating the lift station visualization with the waste treatment plant, adding local

visualization displays, adding building, panel and wet well security and smoke detectors.

PEI developed a master Wonderware HMI system and local operator interface terminals (OIT), tying each lift station to the waste

treatment plant.

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##### **Construction Management**

Greg Chase has been a project and construction manager for more than twenty five years. His project management experience covers all types of industrial and municipal process facilities, commercial/residential development, historic restoration, industrial conversion, and education

facilities. He has extensive experience managing a variety of projects and is able to blend the needs of owners, managers, designers, and users to deliver results.

Greg has knowledge of what is required to develop the project requisites, schedule, and budget; and to take the project through the design process, bidding, construction, move-in, and project close-out stages. Greg routinely builds successful project teams and manages the often difficult interplay between owners, management, and operations.

Additionally, Greg has his extensive knowledge of modern telemetry systems and fiber optic networks, cabling and equipment. He is an expert in cellular M2M telemetry and has managed the installation and modification of many radio modem telemetry projects, bringing facilities into compliance with steadily changing and tightening Federal Regulation, an extremely valuable asset for any modern day SCADA system controls project.

#### Relevant Project Experience

##### **Project Manager, Lake Oswego Tigard Water Partnership, Lake Oswego, OR**

Portland Engineering provided control system design engineering services for the \$250 million Lake Oswego Tigard Water

Partnership Water Treatment Plant expansion. This project, when complete, will double the capacity of an existing water treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure, a new storage reservoir, a new pump station, and pipelines between locations.

##### **Project Manager, University of Oregon Steam Plant Upgrade**

Greg served as the Project Manager for the Steam Plant for the University of Oregon under the General Contract of Turner

Construction. Greg oversaw all Process, DDC, and Controls Integration for the University of Oregon Central Power Station Upgrade

Project over the course of two years. Portland Engineering was selected by the University to complete an approximately two million dollar contract for a comprehensive control system upgrade of the existing central power station that provides steam, chilled water, and electricity to the campus. PEI combined information and control features from six different vendor supplied control systems using various communication protocols into one integrated package for the operators' use. For this comprehensive project, PEI provided full installation and integration of new programmable logic controllers for balance of plant controls, operator interfaces and instruments, development of the control strategies, and start-up services.

##### **Project Manager, WES Tri-Cities Phase 1 Plant Expansion, Oregon City, OR**

Greg served as the Project Manager for the Tri-City Water Pollution Control Plant completed in 2010. Greg managed all aspects of the instrumentation, control panel supply, configuration, programming and startup for the project which included a new Membrane Bioreactor (MBR) UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control functions integration with existing plant systems.

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Chris Gardella is a controls specialist with more than twenty years of experience and a background in automated manufacturing. He is an experienced control and configuration development specialist and field service engineer with excellent troubleshooting skills. His past projects have included SCADA telemetry, industrial machine control,

water/wastewater systems modernization and expansion.

Chris is involved in many different capacities depending on the project. His project responsibilities include, control panel design; operator interface programming; equipment specification; instrumentation specification; PLC configuration and programming, network design; wiring diagrams; equipment troubleshooting; testing and start-up. Chris excels at difficult on site start up coordination task that generally arise during plant expansions and modernization projects.

#### Relevant Project Experience

##### **Startup Coordinator, WES Tri-Cities Phase 1 Plant Expansion, Oregon City, OR**

The Tri-City Water Pollution Control Plant is a recent wastewater instrumentation and control project for Portland Engineering, Inc. The Tri-City Water Pollution Control Plant (WPCP) Phase 1 expansion

design was led by MWH. The addition of the Membrane Bioreactor (MBR) expands the existing plant's wet and dry

weather treatment capabilities. Upon completion of the upgrade, the plant's treatment process operates as a blend of

conventional activated sludge (CAS) along with the MBR system. Additional elements were added under the project that

included UV, Odor Control, Sodium Hypo feed, Band Screens, Standby Power, Power Monitoring as well as control

functions to existing CAS equipment.

Chris provided onsite operations for PEI and coordinated instrumentation supply and calibration, network configuration,

wiring diagrams, startup testing and I/O coordination. Chris was instrumental in the fiber network layout configuration.

Testing was coordinated by Chris for the point-to-point checkout for all I/O to the control panels and working with

package vendors for I/O checkout. Chris provided support to the Wonderware HMI programming and the PLC

programming coordinated and implemented on this project by PEI.

##### **Project Manager, Kellogg Creek Wastewater Pollution Control Plant Maintenance Improvement Project, Milwaukee,**

##### **OR**

PEI served as a key service provider for the Kellogg Creek Water Treatment Plant System Maintenance Project in 2011.

As a contractor for Stettler Supply Company and working with the other main contractor CH2MHill, this project involved

the integration of new PLC's and I/O, network equipment and instrumentation. The primary goal of the project was to

replace obsolete control hardware (PLC's and I/O) and network equipment. As project manager and lead engineer Chris

Gardella's responsibilities included design engineering and drafting, OEM/vendor system compliance, construction

management, procurement and CAD drafting, network design and startup coordination.

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Jim Evans is a highly motivated and intuitive programmer with strong system installation and start up experience. He has a background in water and wastewater systems, and



specializes in complex HMI systems, control system optimization, communications, network design, and network security. Jim is involved in many different capacities depending on the project and he is a skilled field service engineer with excellent troubleshooting skills.

Jim is capable of supporting many roles including field service and process controls engineering, SCADA equipment design standards, control and configuration, start up and commissioning, integrating operator interfaces and historians, and project specification and scope development. Jim is tenacious in his work ethic and the type of control specialist who will lose sleep so that his clients don't have to. Jim is involved in many different capacities depending on the project. His project responsibilities include:

- Project management
- Operator interface engineering
- Security systems IT design
- Controls network design
- Equipment and instrumentation specification
- PLC controls configuration and system design
- Field service engineering and equipment troubleshooting
- Testing and startup

#### Relevant Project Experience

##### **Controls Engineer, Lake Oswego Tigard Water Partnership, Lake Oswego, OR**

Portland Engineering provided control system design engineering services for the \$250 million Lake Oswego Tigard

Water Partnership Water Treatment Plant expansion. This project doubled the capacity of an existing water

treatment plant through a multi-year phased construction plan; keeping the plant fully operational throughout the

project. In addition to a complete rebuilding of the treatment plant the project also included a new intake structure,

a new storage reservoir, a new pump station, and pipelines between locations. Following design, Jim has served as a

PEI's lead engineer for the final programming, commissioning, and troubleshooting of the new system.

##### **Controls Engineer, University of Oregon Steam Plant Upgrade**

Jim has provided ongoing controls engineering development and support for a large scale upgrade of the Steam

Plant for the University of Oregon under the General Contract of Turner Construction. Jim worked with Wonderware

Archestra to develop InTouch managed applications on redundant I/O servers and multiple workstations associated

with the complete change out of boilers and boiler controls as well as a co-generation and HSRG boiler, and new

redundant PLC controls.

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#### QA/QC Program: Design Checkoff Sheet

Portland Engineering Inc.

2020 SE 7th Ave., Suite 200, Portland, OR 97214  
Ph: 503-256-7718 Fax: 503-256-7679

**PROJECT DESIGN QA/QC CHECKOFF SHEET**

PROJECT #

DATE:

CHECKED BY:

SIGNATURE:

**DOCUMENTS: INDICATE WHAT DOCUMENTS ARE INCLUDED IN THIS QA/QC**

**CHECK ALL THAT APPLY**

- PANEL DESIGN
- BILL OF MATERIALS
- WIRING SCHEMATICS
- LAYOUT DRAWINGS
- P&ID DRAWINGS
- I/O LIST
- WIRE/CONDUIT SCHEDULE
- INSTRUMENT LIST
- SPECIFICATIONS: EQUIPMENT
- SPECIFICATIONS: INSTRUMENTS
- SPECIFICATIONS: OTHER

**CHECK OFF QA/QC TASKS**

- PANEL DESIGN: CROSS CHECK PANEL BOM WITH LAYOUT
- PANEL DESIGN: CHECK PANEL SIZE WITH INSTALL LOCATION SPACE
- PANEL DESIGN: CHECK ENCLOSURE TYPE AGAINST INSTALL ENVIRONMENT
- PANEL DESIGN: CHECK POWER SUPPLY SIZING
- WIRING SCHEMATICS: CHECK I/O LIST AGAINST WIRING SCHEMATICS
- WIRING SCHEMATICS: CHECK I/O POINT LABELING ON SCHEMATICS TO MATCH IO LIST
- WIRING SCHEMATICS: CHECK POWER DISTRIBUTION, BREAKER, FUSE SIZING
- WIRING SCHEMATICS: CHECK IO MODULE WIRING ACCURACY
- WIRING SCHEMATICS: CHECK WIRE LABELING FOR CONSISTENCY
- WIRING SCHEMATICS: CHECK WIRE COLOR CALL OUT AGAINST JOB REQUIREMENTS
- WIRING SCHEMATICS: INTRINSIC SAFETY BARRIERS AND INTRINSIC CIRCUIT WIRING (IF APPLICABLE)
- I/O LIST: CROSS CHECK IO LIST WITH INSTRUMENT LIST
- LAYOUT DRAWINGS: CHECK PANEL INSTALL LOCATION
- LAYOUT DRAWINGS: CROSS CHECK LAYOUT WITH CONDUIT SCHEDULE
- P&ID DRAWINGS: CROSS CHECK DRAWINGS WITH IO LIST
- P&ID DRAWINGS: CHECK INSTRUMENT NUMBERING AGAINST INSTRUMENT LIST/IO LIST
- SPECIFICATIONS: CHECK SPECS FOR PLC BRAND/MODEL AGAINST PANEL BOM
- SPECIFICATIONS: CHECK INSTRUMENT SPECS AGAINST INSTRUMENT LIST
- SPECIFICATIONS: VERIFY CORRECT QUANTITY AND TAG # INSTRUMENTS CALLED OUT AND MATCH INSTRUMENT LIST
- SPECIFICATIONS: VERIFY SPECIFICATION NUMBERS ARE CORRECT FOR JOB
- SPECIFICATIONS: REVIEW CONTROL NARRATIVES FOR ACCURACY (IF APPLICABLE)
- INSTRUMENTATION: VERIFY RANGE OF SELECTED EQUIPMENT FOR ANALOG DEVICES
- INSTRUMENTATION: VERIFY SUITABILITY FOR USE IN CLASS 1 DIV 1, DIV2 AREAS (IF APPLICABLE)

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**QA/QC Program: Factory Acceptance Testing (FAT) Form Example**

**FACTORY ACCEPTANCE TEST CHECKLIST**

**CHECK**

CLOSE MAIN CIRCUIT BREAKER

**Digital**

**RACK SLOT CHANNEL ADDRESS TYPE SIGNAL ID 0% 25% 50% 75% 100% X NOTES**

01 01 00 zzRIO11A:1:I.Ch0Data AI BFS11AI1102  
01 01 01 zzRIO11A:1:I.Ch1Data AI BFS11ZI1401  
01 01 02 zzRIO11A:1:I.Ch2Data AI BFS11FI1102  
01 01 03 zzRIO11A:1:I.Ch3Data AI BFS11AI1101  
01 01 04 zzRIO11A:1:I.Ch4Data AI BFS11SI1201  
01 01 05 zzRIO11A:1:I.Ch5Data AI BFS11SI1103  
01 01 06 zzRIO11A:1:I.Ch6Data AI BFS11ZI1107  
01 01 07 zzRIO11A:1:I.Ch7Data AI BFS11ZI1207  
01 01 08 zzRIO11A:1:I.Ch8Data AI BFS11ZI1301  
01 01 09 zzRIO11A:1:I.Ch9Data AI SPARE  
01 01 10 zzRIO11A:1:I.Ch10Data AI SPARE  
01 01 11 zzRIO11A:1:I.Ch11Data AI SPARE  
01 01 12 zzRIO11A:1:I.Ch12Data AI SPARE  
01 01 13 zzRIO11A:1:I.Ch13Data AI SPARE  
01 01 14 zzRIO11A:1:I.Ch14Data AI SPARE  
01 01 15 zzRIO11A:1:I.Ch15Data AI SPARE  
01 02 00 zzRIO11A:2:O.Ch0Data AI BFS11AI1102  
01 02 01 zzRIO11A:2:O.Ch1Data AO BFS11ZI1401  
01 02 02 zzRIO11A:2:O.Ch2Data AO BFS11FI1102  
01 02 03 zzRIO11A:2:O.Ch3Data AO BFS11AI1101  
01 02 04 zzRIO11A:2:O.Ch4Data AO BFS11SI1201  
01 02 05 zzRIO11A:2:O.Ch5Data AO BFS11SI1103  
01 02 06 zzRIO11A:2:O.Ch6Data AO BFS11ZI1107  
01 02 07 zzRIO11A:2:O.Ch7Data AO BFS11ZI1207  
01 02 08 zzRIO11A:2:O.Ch8Data AO BFS11ZI1301  
01 02 09 zzRIO11A:2:O.Ch9Data AO SPARE  
01 02 10 zzRIO11A:2:O.Ch10Data AO SPARE  
01 02 11 zzRIO11A:2:O.Ch11Data AO SPARE  
01 02 12 zzRIO11A:2:O.Ch12Data AO SPARE

```

01 02 13 zzRIO11A:2:O.Ch13Data AO SPARE
01 02 14 zzRIO11A:2:O.Ch14Data AO SPARE
01 02 15 zzRIO11A:2:O.Ch15Data AO SPARE
01 13 00 zzRIO11A:13:I.Data.0 DI FDR10Y0101
01 13 01 zzRIO11A:13:I.Data.1 DI FDR10YA0101A
01 13 02 zzRIO11A:13:I.Data.2 DI FDR10YA0101B
01 13 03 zzRIO11A:13:I.Data.3 DI FDR10TAH0101
01 13 04 zzRIO11A:13:I.Data.4 DI FDR10LSHH1001
01 13 05 zzRIO11A:13:I.Data.5 DI FDR10LSHH1001
01 13 06 zzRIO11A:13:I.Data.6 DI BFS11YA1102
01 13 07 zzRIO11A:13:I.Data.7 DI BFS11ZI1401
01 13 08 zzRIO11A:13:I.Data.8 DI BFS11YA1401
01 13 09 zzRIO11A:13:I.Data.9 DI BFS11Y1102
01 13 10 zzRIO11A:13:I.Data.10 DI BFS11Z1102
01 13 11 zzRIO11A:13:I.Data.11 DI BFS11YA1102
01 13 12 zzRIO11A:13:I.Data.12 DI SPARE
01 13 13 zzRIO11A:13:I.Data.13 DI SPARE
01 13 14 zzRIO11A:13:I.Data.14 DI SPARE
01 13 15 zzRIO11A:13:I.Data.15 DI SPARE
02 01 00 zzRIO11B:1:I.Data.0 DI FDR10Y0201
02 01 01 zzRIO11B:1:I.Data.1 DI FDR10YA0201A
02 01 02 zzRIO11B:1:I.Data.2 DI FDR10YA 0201B
02 01 03 zzRIO11B:1:I.Data.3 DI FDR10TAH0201
02 01 04 zzRIO11B:1:I.Data.4 DI BFS11YA1101
02 01 05 zzRIO11B:1:I.Data.5 DI BFS11Y11201
02 01 06 zzRIO11B:1:I.Data.6 DI BFS11Z11201
02 01 07 zzRIO11B:1:I.Data.7 DI BFS11YA1201
02 01 08 zzRIO11B:1:I.Data.8 DI BFS11Y11103
02 01 09 zzRIO11B:1:I.Data.9 DI BFS11Z11103
02 01 10 zzRIO11B:1:I.Data.10 DI BFS11YA1103
02 01 11 zzRIO11B:1:I.Data.11 DI SPARE
02 01 12 zzRIO11B:1:I.Data.12 DI SPARE
02 01 13 zzRIO11B:1:I.Data.13 DI SPARE
02 01 14 zzRIO11B:1:I.Data.14 DI SPARE
02 01 15 zzRIO11B:1:I.Data.15 DI SPARE
02 03 00 zzRIO11B:3:O.Data.0 DO BFS11HS1401A
02 03 01 zzRIO11B:3:O.Data.1 DO BFS11HS1401B
02 03 02 zzRIO11B:3:O.Data.2 DO BFS11HS1401C
02 03 03 zzRIO11B:3:O.Data.3 DO BFS11HS1102
02 03 04 zzRIO11B:3:O.Data.4 DO BFS11HS1201
02 03 05 zzRIO11B:3:O.Data.5 DO BFS11HS1103
02 03 06 zzRIO11B:3:O.Data.6 DO BFS11HS1107A
02 03 07 zzRIO11B:3:O.Data.7 DO BFS11HS1107B
02 03 08 zzRIO11B:3:O.Data.8 DO BFS11HS1107C
02 03 09 zzRIO11B:3:O.Data.9 DO SPARE
02 03 10 zzRIO11B:3:O.Data.10 DO SPARE
02 03 11 zzRIO11B:3:O.Data.11 DO SPARE
02 03 12 zzRIO11B:3:O.Data.12 DO SPARE
02 03 13 zzRIO11B:3:O.Data.13 DO SPARE
02 03 14 zzRIO11B:3:O.Data.14 DO SPARE
02 03 15 zzRIO11B:3:O.Data.15 DO SPARE

```

**NEW CONFIGURATION**

**FACTORY ACCEPTANCE TEST I/O CHECKOUT FORM**

**Analog Signal Test Range**

Test each Digital Input and verify the signal back to the PLC Processor. Simulate all Analog Input signal ranges as shown and document the results.

Trigger each Digital Output signal from the PLC Processor. Generate an Analog Output signal and document the results.

PANEL REVIEW, DRAWING MARKUPS

**ITEM**

VERIFY FUSE SIZES

APPLY MAIN POWER

**NOTES**

CHECK AC DISTRIBUTION BUS AND VOLTAGE

CHECK DC DISTRIBUTION BUS AND VOLTAGE

SEQUENCED POWER UP OF EACH COMPONENT

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**QA/QC Program: Site Acceptance Testing (SAT) Form Example**

DATE:

CHECK

**RACK SLOT CHANNEL ADDRESS TYPE SIGNAL ID**

```

01 01 00 zzRIO11A:1:I.Ch0Data AI BFS11AI1102
01 01 01 zzRIO11A:1:I.Ch1Data AI BFS11Z11401
01 01 02 zzRIO11A:1:I.Ch2Data AI BFS11F11102
01 01 03 zzRIO11A:1:I.Ch3Data AI BFS11AI1101
01 01 04 zzRIO11A:1:I.Ch4Data AI BFS11SI1201
01 01 05 zzRIO11A:1:I.Ch5Data AI BFS11SI1103
01 01 06 zzRIO11A:1:I.Ch6Data AI BFS11Z11107
01 01 07 zzRIO11A:1:I.Ch7Data AI BFS11Z11207
01 01 08 zzRIO11A:1:I.Ch8Data AI BFS11Z11301
01 01 09 zzRIO11A:1:I.Ch9Data AI SPARE
01 01 10 zzRIO11A:1:I.Ch10Data AI SPARE
01 01 11 zzRIO11A:1:I.Ch11Data AI SPARE
01 01 12 zzRIO11A:1:I.Ch12Data AI SPARE
01 01 13 zzRIO11A:1:I.Ch13Data AI SPARE
01 01 14 zzRIO11A:1:I.Ch14Data AI SPARE
01 01 15 zzRIO11A:1:I.Ch15Data AI SPARE
01 02 00 zzRIO11A:2:O.Ch0Data AI BFS11AI1102
01 02 01 zzRIO11A:2:O.Ch1Data AO BFS11Z11401
01 02 02 zzRIO11A:2:O.Ch2Data AO BFS11F11102
01 02 03 zzRIO11A:2:O.Ch3Data AO BFS11AI1101
01 02 04 zzRIO11A:2:O.Ch4Data AO BFS11SI1201
01 02 05 zzRIO11A:2:O.Ch5Data AO BFS11SI1103
01 02 06 zzRIO11A:2:O.Ch6Data AO BFS11Z11107
01 02 07 zzRIO11A:2:O.Ch7Data AO BFS11Z11207
01 02 08 zzRIO11A:2:O.Ch8Data AO BFS11Z11301
01 02 09 zzRIO11A:2:O.Ch9Data AO SPARE
01 02 10 zzRIO11A:2:O.Ch10Data AO SPARE
01 02 11 zzRIO11A:2:O.Ch11Data AO SPARE
01 02 12 zzRIO11A:2:O.Ch12Data AO SPARE
01 02 13 zzRIO11A:2:O.Ch13Data AO SPARE
01 02 14 zzRIO11A:2:O.Ch14Data AO SPARE
01 02 15 zzRIO11A:2:O.Ch15Data AO SPARE
01 13 00 zzRIO11A:13:I.Data.0 DI FDR10Y0101
01 13 01 zzRIO11A:13:I.Data.1 DI FDR10YA0101A
01 13 02 zzRIO11A:13:I.Data.2 DI FDR10YA0101B
01 13 03 zzRIO11A:13:I.Data.3 DI FDR10TAH0101
01 13 04 zzRIO11A:13:I.Data.4 DI FDR10LSHH1001
01 13 05 zzRIO11A:13:I.Data.5 DI FDR10LSHH1001

```

01 13 06 zzRIO11A:13:I.Data.6 DI BFS11YA1102  
01 13 07 zzRIO11A:13:I.Data.7 DI BFS11ZI1401  
01 13 08 zzRIO11A:13:I.Data.8 DI BFS11YA1401  
01 13 09 zzRIO11A:13:I.Data.9 DI BFS11Y11102  
01 13 10 zzRIO11A:13:I.Data.10 DI BFS11ZI1102  
01 13 11 zzRIO11A:13:I.Data.11 DI BFS11YA1102  
01 13 12 zzRIO11A:13:I.Data.12 DI SPARE  
01 13 13 zzRIO11A:13:I.Data.13 DI SPARE  
01 13 14 zzRIO11A:13:I.Data.14 DI SPARE  
01 13 15 zzRIO11A:13:I.Data.15 DI SPARE  
02 01 00 zzRIO11B:1:I.Data.0 DI FDR10Y10201  
02 01 01 zzRIO11B:1:I.Data.1 DI FDR10YA0201A  
02 01 02 zzRIO11B:1:I.Data.2 DI FDR10YA 0201B  
02 01 03 zzRIO11B:1:I.Data.3 DI FDR10TAH0201  
02 01 04 zzRIO11B:1:I.Data.4 DI BFS11YA1101  
02 01 05 zzRIO11B:1:I.Data.5 DI BFS11Y11201  
02 01 06 zzRIO11B:1:I.Data.6 DI BFS11ZI1201  
02 01 07 zzRIO11B:1:I.Data.7 DI BFS11YA1201  
02 01 08 zzRIO11B:1:I.Data.8 DI BFS11Y11103  
02 01 09 zzRIO11B:1:I.Data.9 DI BFS11ZI1103  
02 01 10 zzRIO11B:1:I.Data.10 DI BFS11YA1103  
02 01 11 zzRIO11B:1:I.Data.11 DI SPARE  
02 01 12 zzRIO11B:1:I.Data.12 DI SPARE  
02 01 13 zzRIO11B:1:I.Data.13 DI SPARE  
02 01 14 zzRIO11B:1:I.Data.14 DI SPARE  
02 01 15 zzRIO11B:1:I.Data.15 DI SPARE  
02 03 00 zzRIO11B:3:0.Data.0 DO BFS11HS1401A  
02 03 01 zzRIO11B:3:0.Data.1 DO BFS11HS1401B  
02 03 02 zzRIO11B:3:0.Data.2 DO BFS11HS1401C  
02 03 03 zzRIO11B:3:0.Data.3 DO BFS11HS1102  
02 03 04 zzRIO11B:3:0.Data.4 DO BFS11HS1201  
02 03 05 zzRIO11B:3:0.Data.5 DO BFS11HS1103  
02 03 06 zzRIO11B:3:0.Data.6 DO BFS11HS1107A  
02 03 07 zzRIO11B:3:0.Data.7 DO BFS11HS1107B  
02 03 08 zzRIO11B:3:0.Data.8 DO BFS11HS1107C  
02 03 09 zzRIO11B:3:0.Data.9 DO SPARE  
02 03 10 zzRIO11B:3:0.Data.10 DO SPARE  
02 03 11 zzRIO11B:3:0.Data.11 DO SPARE  
02 03 12 zzRIO11B:3:0.Data.12 DO SPARE  
02 03 13 zzRIO11B:3:0.Data.13 DO SPARE  
02 03 14 zzRIO11B:3:0.Data.14 DO SPARE  
02 03 15 zzRIO11B:3:0.Data.15 DO SPARE  
CHECK AC DISTRIBUTION BUS AND VOLTAGE  
CHECK DC DISTRIBUTION BUS AND VOLTAGE  
FIELD IO CHECKOUT (SEE LIST BELOW)  
CLOSE MAIN CIRCUIT BREAKER  
CLOSE IO FUSES ONE AT A TIME  
PANEL INSTALLATION REIEW WITH INSTALLER

**ITEM**

CHECK IO TERMINATIONS AND LABELING  
APPLY MAIN POWER

**NOTES**

**NEW CONFIGURATION**

**SITE ACCEPTANCE TEST I/O CHECKOUT FORM**

Verify wiring of each point

Check IO signal against state of device in the field

**NOTES**

SITE ACCEPTANCE CHECKLIST SITE/JOB:

056

Portland Engineering, Inc. – Clackamas County – Request for Proposal – Telemetry System Integrator of Record (SCADA)  
Support 26| PEI

## 7. References

### New Client Reference:

**Cindy Moore, PE**

Assistant City Engineer

City of Astoria

1095 Duane St.

Astoria, OR 97103.

503.338.5173

[cmoore@astoria.or.us](mailto:cmoore@astoria.or.us)

### Long Term Client References:

**Rob Murchison, PE**

Senior Project Engineer

City of Tigard Public Works Department

13125 SW Hall Blvd

Tigard, OR 97223

503.718.2699

[robm@tigard-or.gov](mailto:robm@tigard-or.gov)

**Kari Duncan**

Water Treatment Plant Manager

City of Lake Oswego

Lake Oswego Water Treatment Plant,  
PO Box 369, Lake Oswego, OR 97304  
(503) 635-0393

[kduncan@ci.oswego.or.us](mailto:kduncan@ci.oswego.or.us)

057

Portland Engineering, Inc. – Clackamas County – Request for Proposal – Telemetry System Integrator of Record (SCADA)  
Support 27| PEI

## 8. Completed Proposal Certification Form

Portland Engineering, Inc., State of Oregon

058

Portland Engineering, Inc. – Clackamas County – Request for Proposal – Telemetry System Integrator of Record (SCADA)  
Support 28| PEI

**X**

306020-80

April 20, 2018

Carl Serpa, PE Principal Engineer

Portland Engineering, Inc.

2020 SE 7<sup>th</sup> Ave., Suite 200

Portland, OR 97214 503 256-7718

[cserpa@portlandengineers.com](mailto:cserpa@portlandengineers.com) ( 503 ) 256-7679

Greg Chase Secretary of Board

(503) 256-7718

[gchase@portlandengineers.com](mailto:gchase@portlandengineers.com)

059

Rev 03/2017 Page 13

### **ARTICLE F**

### **FEE SCHEDULE**

060

Portland Engineering, Inc. – Clackamas County – Request for Proposal – Telemetry System Integrator of Record (SCADA)  
Support 25| PEI

## 6. Fee Schedule

Portland Engineering, Inc.

Clackamas County WES Integrator

Service & Fee Schedule

- System Design
- Scope of Work Development
- Cost Evaluation and Estimation
- Project Management
- Construction Management
- Software Specification, Procurement, Installation
- Historian, MES, Data Systems Configuration
- Industrial Networks, VPNs, Security
- Computer Virtualization
- Training
- HMI Application Development
- PLC Programming
- Field Service

Telephone and Remote Access Support

Wiring Diagrams

Panel Design

\$130.00/hour

Administrative Services \$55.00/hour

Normal business hours are Monday through Friday, 8:00 am to 5:00 pm. Service and travel time outside of

normal business hours will be billed at 1.5 times the above fees. Service and travel time on Sunday and Holidays

will be billed at 2 times the above fees. Four hour minimum charge.

Travel time will be billed from the location of the dispatched engineer with an additional mileage charge of

\$0.56/mile. Travel expenses will be billed at cost with a minimum charge of \$165.00 per night.

Terms - Net 30 days. A 1.5% per month interest fee will apply on all outstanding invoices.

All applicable state and local tax fees apply.

All standard fees are subject to change without notice.

PEI Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,

Day after Thanksgiving, Christmas Day.

061





## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Gail Stevens, Finance Director
<b>Title</b>	Consideration of 2021/2022 Budget Calendar
<b>Item No.</b>	5
<b>Date</b>	December 2, 2020 for December 15, 2020 Meeting

---

### Summary

Approval of the budget calendar for Oak Lodge Water Services District Budget Committee meetings for the preparation of the 2021/2022 fiscal year.

### 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 2021/2022 fiscal year budget.

### Suggested Board Motion

*"I move to approve the proposed budget calendar for the 2021/2022 fiscal year budget."*

### Attachments

1. 2021/2022 Fiscal Year Budget Calendar





## 2021/2022 FISCAL YEAR BUDGET CALENDAR

Tuesday, April 13, 2020	Budget Committee Meeting <ul style="list-style-type: none"><li>• Orientation, Introduction and Overview</li></ul>
Thursday, April 15, 2020	Budget Committee Meeting
Thursday, April 22, 2020	Budget Committee Meeting
Thursday, April 27, 2020	Budget Committee Meeting
Thursday, April 29, 2020	Budget Committee Meeting
Tuesday, May 4, 2020	Budget Committee Meeting
Tuesday, May 18, 2020	Regular Board of Directors Meeting <ul style="list-style-type: none"><li>• Budget Adoption</li></ul>

To mitigate the spread of COVID-19, all meetings will be held remotely beginning at 6:00 p.m. unless otherwise stated.



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Gail Stevens, Finance Director
<b>Title</b>	Appointment of 2021/2022 Budget Officer
<b>Item No.</b>	6
<b>Date</b>	December 1, 2020 for December 15, 2020 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 fiscal year 2021/2022 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 year, 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 FY2021/2022.

### Suggested Board Motion

*"I move to approve the Finance Director as the Budget Officer for Oak Lodge Water Services District for fiscal year 2021/2022 budget."*



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Gail Stevens, Finance Director
<b>Title</b>	Appointment of Budget Committee Members
<b>Item No.</b>	7
<b>Date</b>	December 2, 2020 for December 15, 2020 Meeting

---

### Summary

Each year Staff requests the Board to approve the Budget Committee members for open positions. This year Positions No. 1 and No. 5 are up for either re-appointment or a new appointment.

### Background

Oregon Local Budget Law ORS 294.35 through 294.565 requires the governing body to appoint the District's Budget Committee. To avoid the entire Budget Committee turning over at the same time, each position was assigned a term. The District's Budget Committee consists of the five members of the District Board and five electors of the District.

### Recommendation

The Finance Director is recommending the Board make the following actions:

Position No. 1 – Appoint Ann-Marie Cordova to this position for the 3-year term, through 6/30/2023.

Position No. 5 – Re-appoint Joseph Healy to this position for the 3-year term, through 6/30/2023.

### Suggested Board Motion

*"I move to appoint Ann-Marie Cordova to Position No. 1 and Joseph Healy to Position No. 5, for the 3-year term ending 6/30/2023."*



## AGENDA ITEM

---

<b>Title</b>	FY 2019-2020 Financial Audit Presentation by Moss Adams
<b>Item No.</b>	8
<b>Date</b>	December 15, 2020

---

### Summary

ORS 297.425 requires that Oak Lodge Water Services District be audited and reviewed at least once each calendar or fiscal year by accountants authorized by the Secretary of State to conduct municipal audits.

Moss Adams was selected as the District's financial auditor in April 2019. Tonight, Moss Adams representatives will present financial audit results for the 2019/2020 fiscal year. Moss Adams will also provide a status on prior audit recommendations and any new observations.

### Attachments

1. PowerPoint Presentation



MOSSADAMS



# Oak Lodge Water Services District

December 15, 2020 Board Meeting

2020 Audit Results



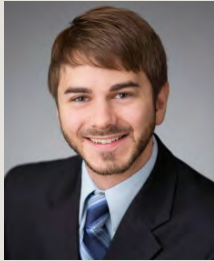
# Agenda

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1. Engagement Team
2. Nature of Services Provided
3. Significant Audit Areas
4. Auditor Opinions / Reports
5. Required Communications
6. Best Practices
7. Upcoming Accounting Standards



# Your Dedicated Team



**Keith Simovic**  
*Senior Manager*



**Julie Desimone**  
*Partner*



**Laurel Stevens**  
*Audit Manager*



**Chandler Simich**  
*Senior, In-Charge Auditor*



# Nature of Services Provided

---

1

Independent Auditors' Report on the financial statements of Oak Lodge Water Services District

2

Assistance with, and technical review of the financial statements for compliance with GAAP

3

Report of Independent Auditors' on Internal Control Over Financial Reporting and on Compliance in Accordance with *Oregon Minimum Auditing Standards*

4

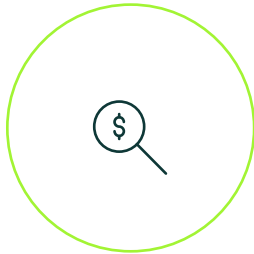
Communication to Those Charged with Governance





# Significant Audit Areas

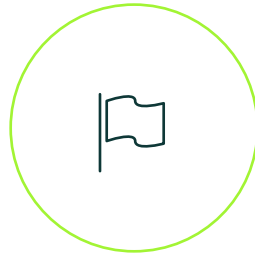
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**CONSTRUCTION  
WORK IN PROCESS -  
CLASSIFICATION**



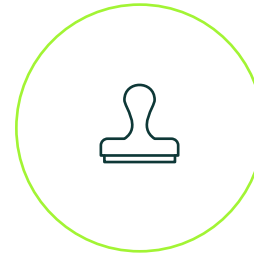
**CUSTOMER BILLINGS -  
ACCURACY**



**IT SECURITY AND  
ACCESS**



**CONSISTENT  
APPLICATION OF  
INTERNAL  
CONTROLS IN A  
REMOTE WORK  
ENVIRONMENT**



**FOLLOW UP ON  
PRIOR YEAR  
INTERNAL CONTROL  
RECOMMENDATIONS**



# Audit response to COVID

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- **Audit performed in a remote environment**
- **Utilized technology and electronic audit tools**
- **Updated risk assessments**
- **Internal controls testing of transactions before and after COVID**
- **Review of the related disclosures for transparency**





# Audit Opinion/ Reports

Financial  
Statements

Unmodified  
(clean) opinion  
on financial  
statements

Oregon  
Minimum  
Standards  
Report

No reportable  
findings

Communication  
to Those  
Charged with  
Governance

Recommendations  
and prior year  
follow up included



# Required Communication

- Auditor's responsibility under auditing standards
- Significant accounting policies
- Management judgments & accounting estimates
- **Audit adjustments– next slide**
- Management's consultation with other accountants
- No disagreements with management
- No difficulties in performing the audit
- **Audit observations and recommendations – following slides**



# Audit Adjustments

<b>Audit Adjustments</b>	<b>Amount</b>
To adjust the allowance for doubtful accounts	\$14,000
<b>Passed Audit Adjustments</b>	<b>Amount</b>
To adjust inventory for estimated misstatements for errors noted in sample testing of year end inventory values	\$83,000



# Internal Control Recommendations – Resolved

Internal control findings	Status
Review of Manual Adjustments to Customer Accounts	Resolved
Physical Inventory of Capital Assets	Resolved
Ability to change Useful Lives of Capital Assets	Resolved
Cutoff of Expenditures and Duplicate Payments	Resolved
Labor and Overhead Costs	Resolved
Review of NCCWC balance	Resolved



# Internal Control Recommendations – Partially Resolved during FY 2019-20

Internal control findings	Status
Review of New Rates	Resolved April 2020
Recalculation of Customer Bills	Resolved April 2020
Customer Refund Approvals	Resolved September 2020
Physical Inventory of Wastewater Inventory – Physical count performed in current year, but no formal count sheets maintained	Partially resolved
Construction project tracking system – maintained manually in spreadsheets, recommend electronic system	Partially resolved
Monthly Reconciliation Review and Approvals	Partially Resolved
Review of changes to employee master file	Resolved in August 2020



# Internal Control Recommendations – Remaining to be Addressed

Internal control findings	Category
Review of New Customer Setup	Control Deficiency
Maintain Documentation of Clearing Billing Exceptions	Control Deficiency
Reconciliation of capital assets detail to the general ledger on a periodic basis (quarterly) throughout the year	Best Practice
IT User Access	Best Practice
Use of Purchase Orders for Non-Inventory Purchases	Best Practice
Listing of Public Procurement Contracts	Best Practice





# Internal Control Recommendations – Remaining to be Addressed (continued)

Internal control findings	Category
New recommendation 2020: Review of allowance for doubtful accounts	Control Deficiency
New recommendation 2020: Review of inventory valuation	Control Deficiency





# Audit Issues – NEW ACCOUNTING PRONOUNCEMENTS

## New Standards

## Effective Date

GASB 84 – Fiduciary Activities

Periods beginning after December 15,  
2019

GASB 87 – Leases

Periods beginning after June 15, 2021



# Acknowledgements

Thank you Sarah Jo Chaplen, Gail Stevens, Jeff Voreis, and their staff for their excellent facilitation of the audit process

- The audit progressed on time and in an orderly fashion; all requested schedules were received on a timely basis.
- All personnel across all departments were courteous, responsive, and fulfilled all our requests in a timely manner.
- ‘Tone at the Top’ and attitude from management was one of helpfulness, candor, and openness in response to audit requests and discussion points.




# Before You Go...

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# Contact Us

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(503) 478-2284

+ **Laurel Stevens**

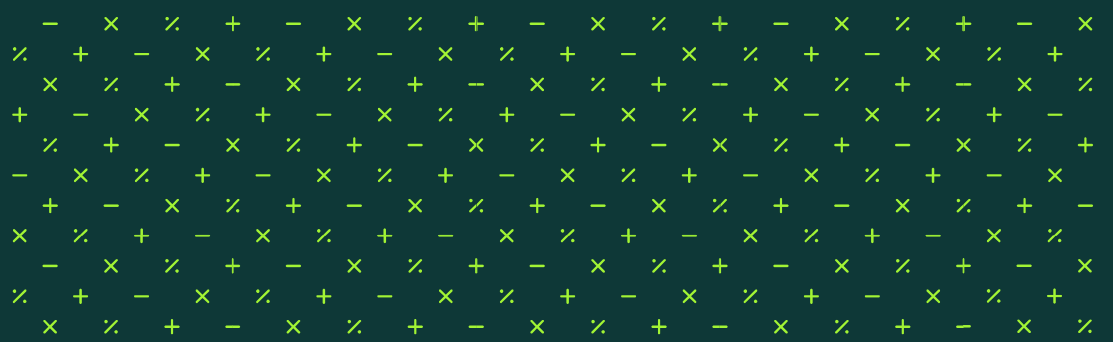
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(503) 478-2101



# Thank You

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## STAFF REPORT

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**To** Board of Directors  
**From** Jason Rice, District Engineer  
**Title** Second Reading of Proposed Ordinance No. 2020-03 Revising the District Rules and Regulations  
**Item No.** 9  
**Date** December 15, 2020

---

### Summary

Ordinance No. 2020-03, if adopted, will make several changes to the Oak Lodge Water Services District's ("District") existing Rules and Regulations ("Rules"). The changes proposed in the ordinance primarily address: (1) updates to industrial pre-treatment requirements; (2) updates to provisions relating to backflow prevention; (3) refinements to the Low Income Rate Relief program language; and (4) various housekeeping amendments to improve the format and readability of the Rules.

Proposed Ordinance No. 2020-03 is coming before the District's Board of Directors ("Board") for a second reading. District Staff has incorporated input from the Board and the public prior to this second reading.

### Past Board Actions

February 20, 2018                      The Board adopted Ordinance No. 2018-01. That ordinance enacted the current version of the District's Rules.

November 17, 2020                      The First Reading of the proposed Ordinance (No. 2020-03) was read.

### Discussion

During the November 17, 2020 Board meeting, the first reading of Ordinance No. 2020-03 was conducted. Aimed at updating the District's Rules and regulations, this Ordinance proposed updates to the following:

- Industrial Pretreatment Program
- Backflow Prevention Program
- Low-Income Rate Relief Program
- Housekeeping items such as definitions and matching terminology

During that meeting, the Board requested edits to the following:

- Definition of POTW revises “Pretreatment” to “Treatment”
- Section 4.9.4, clarified that it is “to the District’s” Systems
- Section 8.30, changed “biannual” to “semiannual”

The items listed above have been incorporated into the proposed Rules and Regulations Draft and highlighted yellow in Attachment 3 to this report.

Lastly, contained within the Ordinance are two implementation dates. This is because the Industrial Pretreatment section will not be enforceable until after the Oregon Department of Environmental Quality (DEQ) approves the program. Currently staff anticipates this occurring around March 1<sup>st</sup> and have adjusted the Ordinance accordingly.

### **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 approve Ordinance No. 2020-03.

### **Alternatives to Recommendation**

The Board can request further changes to the proposed Rules and Regulations and schedule a new set of Public Hearings at a later date.

### **Suggested Board Motion**

If the Board wishes to approve the proposed ordinance:

*“I move to approve Ordinance No. 2020-03 adopting amendments to the District’s Rules and Regulations.”*

### **Attachments**

1. Proposed Ordinance No. 2020-03
2. November 17, 2020 Staff Report Regarding Rules and Regulations Update
3. Rules and Regulations (with edits shown as redlines)
4. Low-Income Rate Relief Policy



## **OAK LODGE WATER SERVICES**

### **ORDINANCE NO. 2020-03**

#### **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 in Article VII, Article VIII, and Section 11.8 of the Rules shall be March 1, 2021. The effective date of all other amendments to the Rules shall be January 1, 2021.

**FIRST READING:** November 17, 2020

**SECOND READING:** December 15, 2020

**ADOPTED THIS 15th DAY OF DECEMBER 2020.**

OAK LODGE WATER SERVICES DISTRICT

By \_\_\_\_\_  
Kevin Williams, President

By \_\_\_\_\_  
Paul Gornick, Secretary/Vice President



## STAFF REPORT

---

<b>To</b>	Board of Directors
<b>From</b>	Jason Rice, District Engineer
<b>Title</b>	First Reading of Proposed Ordinance No. 2020-03 Revising the District Rules and Regulations
<b>Item No.</b>	4
<b>Date</b>	November 17, 2020

---

### Summary

Ordinance No. 2020-03, if adopted, will make several changes to the Oak Lodge Water Services District's ("District") existing Rules and Regulations ("Rules"). The changes proposed in the ordinance primarily address: (1) updates to industrial pre-treatment requirements; (2) updates to provisions relating to backflow prevention; (3) refinements to the Low Income Rate Relief program language; and (4) various housekeeping amendments to improve the format and readability of the Rules.

Proposed Ordinance No. 2020-03 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 December meeting. As a result, the Board does not need to make any final decisions during the Board's November meeting.

### Past Board Actions

On February 20, 2018, the Board adopted Ordinance No. 18-01. That ordinance enacted the current version of the District's Rules.

### Discussion

In early 2018, the District adopted the current 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 reflect 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.

As noted in the Summary, the proposed Rule amendments generally fall into four categories: (1) updates to industrial pre-treatment requirements; (2) updates to provisions relating to backflow prevention; (3) refinements to the Low Income Rate Relief program language; and (4) various housekeeping amendments to improve the format and readability of the Rules.

#### A. Industrial Pre-Treatment

As part of meeting its obligations under Oregon Department of Environmental Quality (“DEQ”) regulations, the District regulates industrial discharges to the sanitary sewer system. Under certain circumstances, a customer may be required to treat effluent prior to discharging wastewater to the District’s system.

The proposed revisions to the Rules relating to industrial pretreatment are intended to conform the District’s requirements to the applicable DEQ regulations. Procedurally, the District must approve the Rule changes first, and then submit the changes to DEQ for final approval. DEQ will have a notice and comment period prior to giving its final approval of the rule changes. However, Staff has shared the Rule changes with DEQ to reduce the likelihood that DEQ would require any changes as part of its final approval. Even so, the District will not be able to enforce any new rule changes until it receives final approval from DEQ. For this reason, Staff is recommending that the revisions to the industrial pretreatment section of the Rules take effect on March 1, 2021. This date will allow DEQ to complete its review and approval process. If DEQ does not require any changes to the Rules, the new provisions will go into effect on that date. If DEQ requires changes, Staff will return to the Board with a new ordinance affecting just those sections.

The substantive changes to the industrial pretreatment provisions of the Rules are in Section 7, Section 8, and Section 11. The proposed ordinance also includes changes to the Definitions section that support the substantive changes.

Section 7 of the Rules prohibits certain discharges to the sanitary sewer system. The revisions in Sections 7.1 and 7.2 clarify the types of discharges the District prohibits, including by adding a general prohibition on discharges that cause “pass through, interference, or disruption” (defined in the Rules) and by refining the list of more than twenty specific types of prohibited discharges.

Section 8 of the Rules is specific to industrial waste. The primary change to this part of the rules is in Section 8.6, which establishes the daily maximum concentration of specific industrial pollutants. DEQ has added pollutants to the list, changed the allowable concentration of some pollutants, and recommended removal of monthly average local limits. Staff has also proposed edits to Section 1.19.2 to update the certification requirement of certain industrial users consistent with DEQ regulations. In Section 8.30, Staff has proposed revisions that will expressly require a user to maintain wastewater monitoring and flow measurement facilities in good working order. The intent of these revisions is to ensure that the District can rely on test results. Other changes to Section 8 improve regulations relating to reporting and notice requirements.

Section 11 of the Rules sets forth the process for how the District enforces the Rules. In Section 11.8, Staff has recommended a change that acknowledges violations of the Rules are Class C misdemeanors and that will expressly allow the District to refer Rules violations to the appropriate criminal enforcement authority.

## B. Backflow Prevention

The District has an obligation under DEQ statutes and rules to have a program aimed at preventing backflow to the District's water system. The District assigns Cross Connection duties to a Utility Worker with the corresponding state certification, and the District has made great gains recently in educating system users about the need to prevent backflow and the obligation a user has under state rules. After hundreds of communications with system users and a handful of enforcement actions, Staff has identified several changes to the Rules that will clarify user obligations and the ability of the District to enforce these provisions in the Rules.

While the District has an obligation to have a program that will help prevent backflows, individual users are required to install backflow prevention measures under certain circumstances. The revisions in Section 2.5.2 clarifies this obligation. Section 2.7.2 also expressly states that an owner or user must adhere to state regulations regarding the installation, testing, and inspection of backflow devices and assemblies.

Section 6.8 of the Rules contains the remainder of the provisions relating to backflows and cross connections. Many of the proposed changes in this section are intended to clarify that users may have "backflow prevention devices" or "backflow prevention assemblies." While devices and assemblies serve similar functions, they are physically different. When determining their functionality, a device is inspected, whereas an assembly is actually tested.

The revisions in Section 6.8.3 add to the Rules an express list of scenarios in which the District proposes to require the installation of a backflow prevention device or assembly. Among that list is an express reference to the DEQ rules that impose similar requirements. The current version of the DEQ list will also be included as Appendix A to the Rules. In the future, if DEQ's list changes, the Appendix can be updated in the published version of the Rules without the need to actually amend Rules.

The revisions in Section 6.9 clarify the process for testing and repairing backflow prevention devices and assemblies. The additions to Section 6.9.1.1 specifically conform to DEQ's requirements. The revisions to Section 6.9.4 set forth a more detailed process for when a device or assembly is not functioning correctly. The goal of these provisions is to ensure a predictable cadence that will result in timely repairs when necessary while also providing the District's designated Cross Connection specialist with clear language he can point customers to in the case of an enforcement matter. The rule revisions also expressly authorize the District to "force test" a backflow prevention assembly or device when a customer fails to do so, and to recover the cost of a force test from that customer.

### C. Low-Income Rate Relief Program

Section 4.12 of the Rules contains language authorizing the District's Low-Income Rate Relief program. Since the initial adoption of those provisions, the District has separately enacted a Low-Income Rate Relief Policy. Staff recommends changes to the Rules that will keep the language in the Rules more generic and leave the specifics of the program to the specific policy. This approach will allow the Board to update the policy as needed without having to amend the rules if the policy changes. A copy of the Low-Income Rate Relief Policy is included with this Staff Report.

The revisions proposed to Section 4.12 also address a minor discrepancy in the Rules and the way the program has been administered in regard to the application and renewal process and dates of eligibility. The current version of the Rules provides that rate reductions will begin on the first full month following approval of the application and will remain in effect for 12 months, or until the applicant no longer qualifies, whichever comes first. In the proposed revisions, rate relief would last until the April after the application is approved. Applicants must then reapply to the program each year before March 31st. The result is that every customer receiving rate relief under this program would be on a similar schedule and there will be less processing of paperwork for Staff staggered throughout the year.

### D. Housekeeping Amendments

Because the District created the Rules in part by combining the rules and regulations of its predecessors, several inconsistencies exist throughout. Some of these inconsistencies are reflected in language choice, while others are reflected in the formatting of the document. Staff is therefore recommending several small revisions throughout the Rules to address these inconsistencies. While the proposed revisions do not address all changes that could be made, Staff believes they will make the document more consistent and user friendly. Staff expects 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.

One of the more substantive housekeeping amendments Staff proposes is to clarify its ownership of District facilities in certain easements. Easements exist in different forms – some are granted to a public entity like the District or the County, some are granted to the “public” generally, and some are granted to other private entities. The District exercises control over facilities only where it has an established right of access to property. The District can access property that are within public rights of way like roads and property within easements granted to the District. By agreement with the County, the District can also access property within easements granted to the County. Where there is a private easement, however, or where there is an easement to the public that has not been accepted by the County or the District, the District typically cannot establish a right of access. Proposed changes throughout the Rules address this distinction.

## E. Potential Amendments Not Recommended

There are two issues Staff considered in response to recent Board discussions, but for which Staff is not recommending changes to the Rules at this time.

A ratepayer requested that the District investigate what was, in his opinion, a disincentive to reporting violations of the Rules. The example provided to the District was when a ratepayer observes contamination of a creek on their property caused by upstream activities. Reporting that contamination could mean that the ratepayer must perform some or all of the cleanup associated with that contamination on the property. Staff ultimately chose to keep the current language in the Rules, which requires a property owner to provide notice to the District in the event they discover a violation of the Rules. Once the District receives the notice, the District can determine the proper approach to the cleanup.

The Board also recently discussed the applicability of its sanitary Systems Development Charge (“SDC”) to accessory dwelling units (“ADU”). The current language in the Rules relies on Clackamas County to determine whether a development comprises an ADU. Staff considered the possibility of creating a definition of ADU that is specific to the District and which does not rely on the County. However, Staff has determined that more analysis is necessary, which will be better informed after the completion of the sewer master plan.

### **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 provide input into the language of proposed Ordinance No. 2020-03 and schedule a second reading on December 15, 2020.

### **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 December 15, 2020.

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. 2020-03 and to return to the Board for a first reading of the ordinance as modified.”*

## **Attachments**

1. Proposed Ordinance No. 2020-03
2. Rules and Regulations (with edits shown as redlines)
3. Low-Income Rate Relief Policy



**Oak Lodge Water Services District**  
**Rules and Regulations**  
~~March 8, 2018~~ January 15, 2021

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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 ~~Chapter 450 of the Oregon Revised Statutes~~. The purpose of OLWSD is to supply ~~its~~ 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 is also supplied, furnished and may be sold over and above the needs of its Users to any persons, municipalities, special districts and private entities, corporations, or associations, either within or outside the District, or to other communities, water districts, or municipal corporations. ~~The District also provides sanitary sewer services and treatment to its Users and to any persons, corporations, or associations, either within or outside the District, or to other communities, special districts, or municipal corporations.~~

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

No provision of these ~~District~~ 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's ~~Attorney~~.

**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 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 Board of Directors for the District, acting as the governing body for the Oak Lodge Water Services District.

**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, site alteration such that 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. ~~The District is a municipal corporation whose purpose is to regulate, control and supervise sanitary conditions as well as providing domestic water supply within the District. The District also furnishes, maintains and operates sanitary facilities and water supply facilities.~~

**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 ~~latest revision of the~~ District's Design and Construction Standards, as may be amended from time to time.

**Documented Violation** means any violation which 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 ~~specifications~~ 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 which 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 which has any process or device that uses or produces FOG, or grease, vapors, steam, fumes, smoke or odors

**Formal Enforcement** means an administrative action signed by the General Manager ~~of designee~~ which 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.

~~Improvement means all phases of work to be performed under a Contract for a Local Improvement District and synonymous with the terms "project" or "work."~~

**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 action would be a "violation."

**Interference** means ~~any-a~~ discharge ~~that,which~~ alone or in conjunction with ~~the discharge or~~ discharges from other sources, inhibits or disrupts the Publicly Owned Treatment Works ~~treatment~~

~~system, its treatment processes or operations, or its sludge processes, use or disposal; and therefore/er is a causes of a violation of the District's NPDES discharge permit requirements or of the preventions of sewage or constrains normal practices for use and disposal of 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.~~

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

**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** 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.

~~Non-irrigation Season means the period beginning October 15 and ending March 15th or the water meter reading cycle dates of the User's potable water service provider most nearly corresponding to the October 15th through March 15th time period.~~

**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 it 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) ~~is 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.

**Pass Through** means a discharge which 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, which 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), which 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, which 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 ~~ROW-right-of-way and within public easements.~~

**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, ~~or public easement~~) into ~~P~~private ~~P~~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, and meter box.

**Sewage** means the liquid and water-borne wastes derived from the 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 which has 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) gpd or more of process wastewater to the Publicly Owned Treatment Works (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

a-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 POTW treatment plant; or

b-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' POTW's operation or for violating any pretreatment standard or requirement.

3. ~~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' POTW's 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 gallons per day (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

(a)(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, which 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, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the Publicly Owned Treatment Works' POTW's 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 latest edition of the "Standard Methods for the Examination of Water and Wastewater".

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

**Systematic** means any documented violation which 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 customer 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 public right-of-way 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.

~~Non-irrigation Season~~**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 provided; most nearly corresponding to the October 15th through March 15th time period.

## ABBREVIATIONS

The following abbreviations ~~shall have the designated meanings~~ are presented for the convenience of the reader:

<u>ASPP</u>	Accidental Spill Prevention Plan
<u>ADU</u>	Accessory Dwelling Unit
<u>BMP</u>	<u>Best Management Practice</u>
<u>BOD</u>	Biochemical Oxygen Demand
<u>BP</u>	<u>Base Penalty</u>
<u>CCSD#1</u>	Clackamas County Service District #1
<u>CFR</u>	Code of Federal Regulations
<u>DSL</u>	<u>Oregon Department of State Lands</u>
<u>EDU</u>	Equivalent Dwelling Unit
<u>EPA</u>	U.S. Environmental Protection Agency
<u>FOG</u>	<u>Fats, Oils, and Greases</u>
<u>FSE</u>	<u>Food Service Establishment</u>
<u>GIS</u>	<u>Geographic Information System</u>
<u>GRD</u>	Grease Removal Device
<u>l</u>	liter
<u>LEL</u>	Lower Explosive Limit
<u>MAO</u>	<u>Memorandum of Agreement and Order</u>
<u>mg</u>	milligrams
<u>mg/l</u>	milligrams per liter
<u>NON</u>	<u>Notice of Non-compliance</u>
<u>NOV</u>	<u>Notice of Violation</u>
<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&amp;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>	<u>Sanitary Sewer Service Overflow</u>
<u>TSS</u>	Total Suspended Solids
<u>USACE</u>	<u>United States Army Corps of Engineers</u>
<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 customers 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, ~~or other authorized designee or representative,~~ 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 limitation 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 customer 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 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. ~~District~~ Owners and Users are encouraged to ~~equip their personal water systems with backflow devices and pressure regulators 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.

§ 2.6. Leakage within premises and related damages.

§ 2.6.1. 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 Right-of-Way or service meters (typically found at the edge of the Right-of-Way).

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

~~(4)~~ § 2.6.2. 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.

~~(b)~~ § 2.6.2.1. 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.

~~(c)~~ § 2.6.3. No person other than an employee of the District may operate any District-owned equipment or infrastructure.

§ 2.7. Responsibility of Owner or User.

§ 2.7.1. 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.

§ 2.7.2. 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.

~~§ 2.7.2.~~ § 2.7.3. 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.

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~~§ 2.7.3~~ § 2.7.4. The Owner shall be liable for any damage to the System which 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.

§ 2.8. 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.

§ 2.9. 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.

§ 2.10. 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, ~~and~~ property and other services of the District by Resolution. A copy of the ~~established Rate~~ 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 a 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 ~~or his/her designee~~ 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; (ii) a consumption-based variable charge for each one hundred (100) cubic feet of water consumption as measured during the previous ~~non-irrigation season~~ winter average period. The measured water consumption for the previous ~~non-irrigation~~ 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 a 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, 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 ~~or his/her designee~~ 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 or Use, 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 ~~three~~-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:

<b>Fixture Type</b>	<b>Equivalency Factor</b>
Bathroom or combination bath/shower	2.0
Clothes Washer	3.0
Dental unit or cuspidor	1.0
Dishwasher	2.0
Drinking Fountain or water cooler (per head)	0.5
Floor Drain (Emergency)	0.0
Shower, 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	6.0
Sink, commercial, with food waste	3.0
Sink, general, specific purpose	2.0
Kitchen Sink, domestic	2.0
Laundry Sink	2.0
Service or Mop Basin	2.0
Wash each set of faucets	2.0
Urinal	2.0
Water closet low flow (<1.6 GPF), private	3.0
Water closet standard (>1.6 GPF), private	4.0
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.

<b>Occupancy</b>	<b>Number of PFU's per EDU</b>
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)**

<b>Use I.D.</b>	<b>Type of Service</b>	<b>System Development Charge Equivalency</b>	<b>Monthly Sewer Service Charge Equivalency</b>
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 SDC's 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 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 SDC's 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:

- (a) 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.
- (b) Any eligible person requesting the installment plan shall at the time of the application for connection submit to the District an installment application on a form provided by the District.
- (c) The applicant, at the time of application and at applicant's expense, shall order 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.



- (d) The applicant, at applicant's expense, shall furnish the District with a current statement of 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 the estimated fair market value upon completion of the proposed improvement. The applicant shall answer such questions as the District deems proper regarding the applicant's ability to make the installment payments, as well as any other lien holder. The applicant also authorizes the District to contact other lien holders regarding applicant's payment history.
- (e) 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 (1) the appraised value of the property as determined by the current appraisal of the County Assessor or (2) 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 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 the mortgage or trust deed; then
- (f) After 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 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, 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 which will be a valid lien or if the

District believes that it will not have adequate security, or that the applicant cannot make the required payments, it 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 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 15<sup>th</sup> 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 or in person at the office of the District, or 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 owner.
- § 4.4. Property Owner Responsible. Connection to the water system and/or sanitary sewer system is a continuing request for service by the User, but 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 owner, with a courtesy copy mailed to the service location, if the Owner does not reside at the service address. If the property owner 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 ~~or their designee~~ 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:

- (a) Non-payment of charges established within the District's Fee Schedule.
- (b) Non-compliance with these Rules and Regulations relating to matters other than non-payment of charges.
- (c) Lack of use of water service for a period indicating intent to terminate water service.
- (d) 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:

- (a) U.S. mail sent to the property owner's address as shown in District records and to the User at the service address, or
- (b) By hand delivery of a notice to the property owner 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:

- (a) Non-payment of charges established within the District's Fee Schedule.
- (b) Non-compliance with these Rules and Regulations relating to matters other than non-payment of charges.
- (c) Failure to cease discharging prohibited substances into the District sewerage system after notice from the District.
- (d) Failure to install flow sampling or measuring devices after being notified by the District to do so.
- (e) 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 ~~its~~ 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 customers/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 ~~fee-charge~~ may be reduced for customers who qualify under the District's low-income rate relief policy ~~contained in the Board Rules~~. The service charge ~~fee~~-reduction shall be equivalent to one-half of the established base rate ~~of each charge~~.

~~§ 4.12.2. Rate reductions for qualified applicants shall begin on the first full month following approval of the application and will remain in effect for 12 months, or until the applicant no longer qualifies, whichever comes first. No rate relief will be provided for partial months irrespective of eligibility. The District will not retroactively adjust charges.~~

~~§ 4.12.3-§ 4.12.2.~~ Applicants for the low-income rate relief program must meet eligibility requirements established by the Board~~District~~, show proof of income, and make-submit written applications on forms approved by the District. Eligible customers 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.~~The District has established a maximum subsidy for this program.~~

~~§ 4.12.4. Applicants must be current on all accounts within the District to be eligible for rate relief. The applicant's property must be occupied and used by the applicant as their principal residence during the period for which rate relief is applied. The applicant's family, of which the applicant is a member shall not exceed the gross annual household income levels as defined by the United States Housing and Urban Development (HUD) Department as "very low income" for the Portland Vancouver area, most recent version. The applicant must provide proof of income status (federal or state tax filing from the previous year or other official acceptable documentation acceptable to the District. The applicant may not own property other than that associated with their principal residence for which the application is submitted. The applicant must enter into a contract with the District and comply with all District Rules and Regulations, and meet the administrative rules for this program.~~

~~§ 4.12.5-§ 4.12.3.~~ Financing Low Income Rate Relief. Water, ~~and~~ sanitary, ~~and~~ watershed protection service charges shall be established at a level sufficient to cover revenue losses resulting from the District customers qualifying for a reduced rates ~~as~~ authorized under the low-income rate relief program by the District. 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.

§ 4.13.2. Application for a Leak Adjustment. When a customer has a leak that qualifies for a leak adjustment, a credit is applied to the customer'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 customer.

§ 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:

- (a) The billing shall reflect the North Clackamas County Water Commission wholesale water rate plus associated costs of delivering water to customers.
- (b) 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. The District will bill all meters serving an Owner's 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 meters for each 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:

- (a) 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 for a new meter, parts, or labor.
- (b) 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.
- (c) If the test shows that the water meter registers within the AWWA standard, the User 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 for water delivered, not to exceed four (4) months (two billing cycles) prior to the testing.
- (d) 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 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, 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 to damaged 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, are 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 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 within which the Main extension was made and that are benefited by the Main extension.

## § 6 WATER SERVICE CONNECTIONS

§ 6.1. Individual Service Required. Each dwelling, building, or premises must have its own water service connection and meter. No person will furnish water to any other building, property, or 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" which would provide service from one road or street to premises abutting, or dwellings fronting, another road or street. The District requires each property 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 customer's service line without written consent and approval of the General Manager ~~or their designee~~.

§ 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 customers 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 included 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 ~~be protected~~ against backflow into the District's System as required by state law and these Rules and Regulations District. in its Design and Construction Standards. Service of water may be terminated if ~~a~~ backflow prevention assemblies or backflow prevention devices required by the District ~~are~~ is not installed, tested, inspected and maintained as provided by these Rules and Regulations; or if it is found that a backflow prevention assembly or backflow prevention device has been removed or bypassed ; or if 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.

~~§ 6.8.2.~~ § 6.8.3. Properties required to install an approved backflow prevention device or backflow prevention assembly include 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.

~~an auxiliary water supply on the property, such as a well, cistern, or body of water.~~

§ 6.8.3.10.

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§ 6.9. Backflow Testing

§ 6.9.1. The User or ~~e~~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 the device(s) 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;

§ 6.9.1.4-§ 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 ~~device~~ 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 ~~devices~~ if the assembly is installed at a facility that poses an extreme health risk or if the ~~device fails~~ assembly has failed a test.

§ 6.9.4. All completed backflow test reports must be forwarded to the District within ~~thirty ten~~ (30/10) days from the date of the test. The User or Owner and the District shall take the following actions ~~may occur~~, depending on the results of the testing and inspection reports:

~~(a)~~ § 6.9.4.1. If the ~~test~~ results indicate that the backflow prevention assembly or device is working properly, the results shall be entered in the District's records as such.

~~(b)~~ § 6.9.4.2. If the ~~test~~ results indicate that the backflow prevention assembly or device is not working properly, the User or Owner shall cause the assembly or device ~~to~~ must be repaired and retested immediately and shall forward the subsequent retested and the test results ~~forwarded~~ to the District within ten (10) ~~working~~ days from the date ~~of notice~~ the User or Owner received the initial results.

~~(c)~~ § 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 ~~must be notified~~ immediately of the failure, the location of the failed assembly or device, and estimated time ~~of for completing~~ repairs to the assembly or device.

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~~(d)~~ § 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 ~~a~~ the required test or inspection ("Force test/inspection") and invoice the cost of the Force test/inspection test to the User or eOwner. 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, or turn the water off to the premises.

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~~§ 6.9.4.2-§ 6.9.4.5.~~ § 6.9.4.5. If the User or eOwner of a failed backflow prevention assembly or device fails to make repairs ~~on a failed backflow device~~ that result in acceptable test results within ten (10) days of receiving results from a test or inspection or notice 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 eOwner, 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 ~~which are used~~ for irrigation purposes will be locked off 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 inspected and approved is received by the District's ~~Inspector~~ 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: ~~GENERAL 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, interfere with the operation or performance of the wastewater treatment plant, worker safety, pass through into the receiving waters, or which will cause the effluent of that plant to violate any Federal, State or local standards, laws, or permits, or will interfere with the use or disposal of municipal biosolids; including, but not limited to, these Prohibited Discharges:~~

### § 7.2. Specific Prohibitions

No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- (a) 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;
- (b) 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.;

- (c) 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;
- (d) 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;
- (e) 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 104oF (40oC) unless the District approves alternate temperature limits;
- (f) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (g) 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;
- (h) Trucked or hauled pollutants, except at discharge points designated by District;
- (i) 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;
- (j) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating 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;
- (k) Wastewater containing any radioactive wastes or isotopes except as specifically approved by the General Manager in compliance with applicable State or Federal regulations;

- (l) Storm-water, 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;
- (m) Any sludge, screening, or other residue from the pretreatment of industrial wastes or from industrial processes;
- (n) Medical wastes, except as specifically authorized by the District;
- (o) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (p) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (q) 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 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 nor any single reading over ten (10%) per cent of the lower explosive limit (LEL) of the meter;
- (r) 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;
- (s) Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits;
- (t) Any wastewater, which 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; or can 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);
- ~~(u) Any wastewater, which 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; or can 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);~~



~~(u)~~(u) Any hazardous wastes as defined in rules published by the State of Oregon or in federal regulations.

~~(v)~~(v) Persistent pesticides and/or pesticides regulated by the Federal Insecticide Rodenticide Act (FIFRA);

~~(w)~~(w) 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;

~~(x)~~(x) 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;

(y) Any septic tank wastes unless otherwise approved by DEQ;

(z) 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, nor 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 Publicly Owned Treatment Works (POTW) for the Oak Lodge Water Services District 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:

- (a) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- (b) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- (c) To prevent the introduction of pollutants or contaminants that may cause a violation of any permit issued to the District, including its NPDES permit;
- (d) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;

- (e) 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
- (f) 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; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides 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 which 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 which 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.

~~§ 8.6.~~

Local Limit Schedule (Concentration, mg/l):

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	Monthly Average/Pollutant	Daily Maximum Shall Not Exceed Concentration
<u>Arsenic</u>		<u>0.39</u>
Cadmium	0.50	0.2527
Chromium, Total	2.77	1.71
Copper	3.14	1.92
Cyanide	0.42	0.23
Lead	0.69	0.43
<u>Mercury</u>		<u>0.14</u>
<u>Molybdenum</u>		<u>0.42</u>
Nickel	3.98	2.38
<u>Selenium</u>		<u>0.90</u>
Silver	0.43	0.24
Zinc	2.61	1.48
<u>Total Toxic Organics</u>	<u>2.13</u>	n/a

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 ~~or their designee~~ 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 ~~or their designee~~ may impose mass limitations on Users which 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; or

§ 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 Section 8.9.1 (b) or (c), 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

- § 8.9.3.2. any placement, assembly, or installation of facilities or equipment; or
- § 8.9.3.3. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- § 8.9.3.4. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which 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 source 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 shall 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 which is in non-compliance with any local limits shall be provided with a compliance schedule placed in an industrial wastewater permit to insure compliance within the shortest time feasible.

§ 8.11. Additional Pretreatment Measures. Whenever deemed necessary, the General Manager ~~or their designee~~ 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 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 ~~or their designee~~ 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:

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

Description of stored chemicals;

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

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 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 ~~or their designee~~ 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 any expense, loss,

damage, or other liability which 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 subjects 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 ~~or their designee~~, 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 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.
- § 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. 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;

§ 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 which are or could accidentally or intentionally be discharged to the POTW; number and type of employees; hours of operation; each product produced by type, amount, process or processes, and rate of production; 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 which 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, which 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.

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 4.03.046 and 4.03.047 shall pertain to the modified limits.
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 4.03.046 and 4.03.047, 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 ~~or their designee~~ 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, or 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:

1. a president, vice-president, secretary, or 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
2. the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which 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; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. 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. 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:  
\_\_\_\_\_  
\_\_\_\_\_ "

~~§ 8.19.3. Industrial Pretreatment Duty Authorized Representative. A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor or general partner in writing. The written authorization must be submitted to the District and specifies either an individual or a position having the responsibility of the overall operation of the facility from with the Industrial Discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the District prior to or together with any reports to be signed by an authorized representative.~~

~~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.~~

§ 8.20. Wastewater Discharge Permit Decisions. The General Manager or ~~their designee~~ 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, General Manager ~~or their designee~~ 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 ~~or their designee~~ 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 ~~or their designee~~ 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:

1. A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;
2. A statement that the wastewater discharge permit is non-transferable without prior notification to and approval from District and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
3. Applicable pretreatment standards and requirements, including any special State requirements;
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;
5. Requirement for immediate notification to the District where self-monitoring results indicate non-compliance;
6. Requirement to report a bypass or upset of a pretreatment facility;
7. Requirement to report immediately to the District all discharges, including slug loadings, that could cause problems to the POTW;
8. Requirement for the SIU who 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.
9. A statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule.
10. Requirements to control Slug discharges, if determined by the POTW to be necessary.

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:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
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;
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;
4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
5. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;
6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
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. Any special agreements the General Manager ~~or their designee~~ chooses to continue or develop between the District and User;
9. Other conditions as deemed appropriate by the General Manager ~~or their designee~~ 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 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 ~~or their designee~~. 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 ~~or their designee~~ may modify the wastewater discharge permit for good cause including, but not limited to, the following:

1. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
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;
3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
4. Information indicating that the permitted discharge poses a threat to the District's POTW, District personnel, or the receiving waters;
5. Violation of any terms or conditions of the wastewater discharge permit;
6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;
7. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
8. To correct typographical or other errors in the wastewater discharge permit; or
9. To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

§ 8.25. Wastewater Discharge Permit Transfer. 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 ~~or their designee~~ and the General Manager approves the wastewater discharge permit transfer. The

notice to the General Manager ~~or their designee~~ must include a written certification by the new owner and/or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
2. Identifies the specific date on which the transfer is to occur; and
3. Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of the transfer. 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. Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

1. Failure to notify the District of significant changes to the wastewater prior to the changed discharge;
2. Failure to provide prior notification to the District of changed conditions;
3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
4. Falsifying self-monitoring reports;
5. Tampering with monitoring equipment;
6. Refusing to allow the District timely access to the facility premises and records;
7. Failure to meet discharge limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a wastewater survey or the wastewater discharge permit application
12. Failure to provide advance notice of the transfer of a permitted facility; or
13. If the District has to invoke its emergency provision,

14. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or these Rules and Regulations. 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:

1. Identifying Information. The name and address of the facility, including the name of the operator and owner.
2. Environmental Permits. A list of any environmental control permits held by or for the facility.
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.
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).

5. Measurement of Pollutants. Where the Standard requires compliance with a best management practice or pollution prevention alternative, the User shall submit documentation as required by the District or the applicable Standards to determine compliance with the Standard.
6. The categorical pretreatment standards applicable to each regulated process.
7. 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 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. 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.
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.
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 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 5.31.

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), this 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),

this report shall include the User's actual production during the appropriate sampling period.

§ 8.30. **Biannual 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 **biannuallysemiannually**, 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 contract 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:

1. The name of the hazardous waste as set forth in 40 CFR Part 261,
2. The EPA Hazardous waste number; and
3. The type of discharge (continuous, batch, or other).
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:
  - a. an identification of the hazardous constituents contained in the wastes,
  - b. an estimation of the mass and concentration of such constituents in the waste streams discharged during that calendar month, and
  - c. 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:

1. The District performs sampling at the Industrial User at a frequency of at least once per month, or
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 ~~or their designee~~ 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 ~~or their designee~~.

§ 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, sulfide 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, ~~or their designee~~, 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.

General Manager ~~or their designee~~ 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 ~~or their designee~~ and shall not be replaced. The costs of clearing such access shall be borne by the User.

Unreasonable delays in allowing the General Manager ~~or their designee~~ 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 ~~or their designee~~, 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 ~~or their designee~~ 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 ~~or their designee~~ 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 ~~or their designee~~ 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 ~~or their designee~~ 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 or 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, and 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 which 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 which, 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:

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);
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];
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);
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;
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;
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;

7. Failure to accurately report non-compliance; or
8. Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment program.

§ 8.48. Administrative Enforcement Remedies – Pretreatment Rules. The following procedures are intended solely for enforcement of the District's pretreatment rules.

§ 8.49. Notification of Violation. When the General Manager ~~or their designee~~ 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 ~~or their designee~~ 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 ~~or their designee~~. 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.

§ 8.49.1. Consent Orders. The General Manager ~~or their designee~~ 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.

§ 8.49.2. Show Cause Hearing. The General Manager ~~or their designee~~ may order via a certified letter a User which 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 ~~or their designee~~ 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.

§ 8.49.3. Compliance Orders. When the General Manager ~~or their designee~~ 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 ~~or their designee~~ 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.

§ 8.49.4. Cease and Desist Orders. When the General Manager ~~or their designee~~ 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 ~~or their designee~~ 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.

§ 8.49.5. Administrative Fines. A. When the General Manager ~~or their designee~~ 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 ~~or their designee~~ may fine such User in an amount not to exceed 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.

§ 8.49.6. Emergency Suspensions. The General Manager ~~or their designee~~ 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 ~~or their designee~~ 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 ~~or their designee~~ 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 endangerment to any individuals. The General Manager ~~or their designee~~ 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 ~~or their designee~~ 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.

§ 8.49.7. Termination of Discharge (Non-Emergency). In addition to the Administrative Enforcement provisions in these Rules and Regulations, any User that violates the following conditions is subject to discharge termination:

1. Violation of wastewater discharge permit conditions;
2. Failure to accurately report the wastewater constituents and characteristics of its discharge;
3. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
4. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling; or
5. Violation of the pretreatment standards of these Rules and Regulations.

6. 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.

§ 8.50. Judicial Enforcement Remedies.

§ 8.50.1. Injunctive Relief. When the General Manager ~~or their designee~~ 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 ~~or their designee~~ 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.

§ 8.50.2. Civil Penalties. A User which 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 ~~or their designee~~ may recover reasonable attorneys' 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, 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.

§ 8.50.3. Remedies Non-exclusive. The provisions in Section 8.49 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.

§ 8.51. Supplemental Enforcement Action.

§ 8.51.1. Performance Bonds. The General Manager ~~or their designee~~ may decline to issue or reissue a wastewater discharge permit to any User which 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 ~~or their designee~~ to be necessary to achieve consistent compliance.

§ 8.51.2. Liability Insurance. The General Manager ~~or their designee~~ may decline to issue or reissue a wastewater discharge permit to any User which 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.

§ 8.51.3. 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 ~~or their designee~~. 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.

§ 8.51.4. Contractor Listing. Users which 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.

§ 8.52. Affirmative Defenses to Discharge Violations

§ 8.52.1. 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 ~~of~~ this section are met.

A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the User can identify the cause(s) of the upset;
2. The facility was at the time being operated in a prudent manner and in compliance with applicable operation and maintenance procedures; and
3. The User has submitted 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]:
4. A description of the indirect discharge and cause of non-compliance;
5. 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
6. 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.

§ 8.52.2. 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.

§ 8.53. 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 which causes them to become inoperable, or substantial and permanent loss of natural resources which 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 which 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 provision of this section.

§ 8.53.1. 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.

§ 8.53.2. Bypass Conditions. Bypass is prohibited, and the District may take an enforcement action against a User unless:



1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
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 which occurred during normal periods of equipment downtime or preventive maintenance; and

The User submitted notices as required under this section.

The General Manager ~~or their designee~~ may approve an anticipated bypass, after considering its adverse effects, if the General Manager ~~or their designee~~ determines that it will meet the three conditions listed in this section.

§ 8.54. 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:

1. Fees for wastewater discharge permit applications including the cost of processing such applications;
2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by Users;
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Fees for filing appeals; and
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 supports 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 storm-water is allowed in the sanitary sewer system. In no instance shall spilled grease and oils be washed to the storm-water 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 FSEs 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 a FSE discharges FOG from the FSE / 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-storm-water 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 Section 10.12 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, 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

Additionally, any construction activity disturbing ~~one-five (5+)~~ or more acres of land currently requires an NPDES Construction Stormwater Discharge Permit issued by DEQ. ~~Within Clackamas County, DEQ has authorized Clackamas County Water Environment Services (WES) to administer these permits for them.~~

§ 10.5. Permit Procedure. Review and Approval Process:

§ 10.6. 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 Sections 10.6 and 10.10 of these Rules and Regulations.

- (a) Determination of Completeness. After receiving a permit application, the General Manager shall inform the applicant of a determination that: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.
- (b) Incomplete Application Procedure. If the applicant receives a determination from the General Manager ~~or their designee~~ 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.

§ 10.7. The District may approve, approve with conditions, or deny all Erosion Control/Stormwater Management Permit applications. In addition to the requirements listed in Section 10.6 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.

§ 10.8. Application Requirements.

§ 10.9. 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.

§ 10.10. 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 which occurs in the District. Requirements for the application materials are as follows:

§ 10.10.1.1. Site Plan. Three (3) copies of a site-specific plan shall include the following:

- (a) 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.
- (b) Storage site for excavated materials (soil stockpiles).
- (c) Gravel construction entrance (gravel to a depth of 8 inches)
- (d) Placement of approved erosion control devices (i.e. silt fences, straw bales, thick vegetative growth such as a lawn if the construction area is flat).
- (e) Drainage during and after construction or other runoff, including, as applicable:
  - (f) Soakage trenches
  - (g) Catch basins
  - (h) Storm sewers
  - (i) Site restoration plan (permanent landscaping)
  - (j) Water quality facilities as required (for residential/ commercial/ industrial)

§ 10.10.1.2. Erosion Control Plan. Submittal requirements include:

- (a) All erosion control plans shall meet requirements of the current Clackamas County Water Environment Services Erosion Prevention and Sediment Control Manual used by the District.
- (b) One completed copy of Erosion Prevention/Sedimentation Control Information containing:
  - (1) Plans for Erosion Prevention/Sedimentation Control during wet weather period (November – April);
  - (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.
- (c) An analysis of source controls as an alternative method to control storm water runoff, such as detention and storage techniques.

- (d) Information regarding adjacent open space.
- (e) Information describing historic localized flooding problems resulting from surface water runoff.
- (f) The District may require that the applicant design and construct a detention and drainage system that ensures offsite impacts caused by that development will be mitigated.
- (g) Facilities developed onsite shall be constructed in a manner consistent with basin wide or sub basin drainage management plans.

§ 10.11. Bond. 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, District may perform the work or remedy violations and draw upon the posted security instrument.

§ 10.12. Additional Information. The District may also require the applicant to provide additional information as indicated in these Rules and Regulations.

§ 10.13. Plan Review. Site Plan, Storm Drainage, and Erosion Control Plan review and approval shall be required prior to the start of any excavation work.

§ 10.14. 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.

§ 10.15. 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.

§ 10.16. 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.

§ 10.17. Permit Appeals. Any person aggrieved by 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.

§ 10.18. Discharge Regulations.

§ 10.19. 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.

§ 10.20. Discharge to Public Stormwater System. Prohibited stormwater discharge activities include, but are not limited to, the following:

- (a) 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.
- (b) 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.
- (c) Discharges of non-stormwater or spills or dumping of materials other than stormwater into public storm system unless pursuant to a conditional Erosion Control/Surface Water Management Permit approved by the District and in compliance therewith.
- (d) Illegal or unpermitted connection or methods of conveyance to the public stormwater system.
- (e) Any discharge that will violate federal, state, or local water quality standards.

§ 10.21. 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.

§ 10.21.1. 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.

§ 10.22. 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.

§ 10.23. 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.

§ 10.24. Plans, Specifications, and Construction.

- (a) The District may require plans, specifications, and other information relating to the construction or installation of pretreatment facilities.

- (b) Pretreatment facility construction and installation shall not commence until written approval of plans and specifications by the District is obtained.
- (c) 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.
- (d) 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.

§ 10.24.2. Facility 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.

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

§ 10.24.3. Sampling 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, owner 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.

§ 10.24.4. Sampling. 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.

§ 10.24.5. Reporting 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.

§ 10.24.6. Inspection 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.

§ 10.25. Discharge 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.

§ 10.26. The District may require plans, specifications, and other information relating to the construction or installation of storm drain facility connections.

§ 10.27. Storm drain facility connections construction and installation shall not commence until a written permit and approval of plans and specifications by the District is obtained.

§ 10.28. Every 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.

§ 10.29. The applicant shall notify the District when the connection is ready for inspection.

§ 10.30. The inspector shall then inspect the connection construction therein, and if such construction meets the previous requirement as approved in the permit, a connection approval shall be issued.

§ 10.31. EROSION CONTROL AND ENVIRONMENTAL PROTECTION

§ 10.32. PURPOSE

This Article 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.

§ 10.33. General Policy

- (a) To 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.

- (b) The 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.
- (c) This 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.

§ 10.34. Nothing in this section shall relieve any person from obligation to comply with the regulations or permits of any federal, state, or local authority.

§ 10.35. Erosion Control Requirements.

§ 10.35.1.1. Where the District determines that erosion control facilities are necessary to comply with water quality standards, an Erosion Control/Surface Water Management Permit is 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*."

§ 10.35.1.2. The 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.

§ 10.35.1.3. The permittee or owner shall use BMPs, as determined by the District or Authorized designee.

§ 10.35.1.4. No 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.

§ 10.35.1.5. Plans, Specifications, and Construction. In addition to the requirements of Section 10.6, 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.

§ 10.35.1.6. 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.

§ 10.35.1.7. Maintenance.

- (a) Maintenance of existing facilities shall be the responsibility of the property owner or applicant.
- (b) The permittee or owner shall maintain the erosion control facilities and BMPs in conformance with the approved erosion control plan.
- (c) 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.
- (d) 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.
- (e) In 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.

§ 10.36. Deposit 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, which 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, and any such action shall be a violation.

§ 10.37. Construction Stormwater Permitting. NPDES Permit As discussed in subsection 10.4, any construction activity disturbing one (1) 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.

§ 10.38. Dust Control. Dust and other particulate matters containing pollutants that settle on property or are carried to surface waters through rainfall or other means shall be minimized to the maximum extent practicable, utilizing all measures necessary, including but not limited to:

- (a) Sprinkling with water, haul and access roads and other exposed dust producing areas,
- (b) Establishing temporary vegetative cover,
- (c) Placing wood chips or other effective mulches on vehicle and pedestrian use areas;
- (d) Maintaining the proper moisture condition on all fill surfaces,
- (e) Pre-wetting cut and borrow area surfaces, and
- (f) Using of covered haul equipment.

§ 10.39. Water Quality Maintenance.

§ 10.40. Construction 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.

§ 10.41. Pollutants. 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.

§ 10.42. Alterations. The withdrawal of water from a stream, impoundment, wetland, or sensitive area, shall not result in altering or further degradation of the temperature or water quality of the waterbody in violation of OAR-340-041.

§ 10.43. Construction 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.

§ 10.44. Natural Resource Protection.

§ 10.45. Fish 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.

§ 10.46. Sensitive 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:

- (a) landscaping;
- (b) construction activities;
- (c) tree cutting;
- (d) vegetation removal; and
- (e) streambank restoration.

§ 10.47. Sensitive Areas include:

- (a) Existing or created wetlands, including all mitigated wetlands; limits defined by wetlands reports approved by the USACE, DSL, and the District;
- (b) Rivers, streams, springs, sloughs, swamps, creeks; limits defined by the top of the bank or first break in slope measured upland from the mean high water line; and
- (c) Impoundments (lakes and ponds); limits defined by the top of the bank or first break in slope measured upland from the mean high water line.
- (d) The District maintains a map in its Geographic Information System (GIS) that delineates the sensitive areas applicable to the District.
- (e) Sensitive 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.

§ 10.48. Study Requirements. An approved study may be required by the District identifying areas on the parcel which are, or may be, sensitive areas when, in the opinion of the District:

- (a) An area or areas on a parcel may be classified as a sensitive area;  
or

(b) The parcel has been included in an inventory of sensitive areas adopted by the District, and more site-specific identification of the boundaries is needed.

§ 10.49. 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**

<b>Sensitive Area</b>	<b>Upstream Drainage Area</b>	<b>Width of Undisturbed Buffer</b>
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.*

§ 10.50. Undisturbed buffers shall be protected, maintained, enhanced, or restored as follows:

- (a) An 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.
- (b) Uncontained areas of hazardous materials as defined by DEQ are prohibited in the buffer.
- (c) Vegetative cover native to the region shall be maintained, enhanced, or restored, if disturbed in the buffer.
- (d) Only native vegetation shall be used to enhance or restore the buffer.
- (e) Invasive non-native vegetation may be removed from the buffer and replaced with native vegetation.

§ 10.51. Starting points for undisturbed buffer measurements from the sensitive area begin at:

- (a) The edge of a DSL-approved wetland delineation area;
- (b) 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, creeks; and
- (c) 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).
- (d) 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.

§ 10.52. 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.

§ 10.52.1.1. All encroachments into the buffer, except those listed in Section 10.19.9, require written approval from the District.

§ 10.52.1.2. The 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.

§ 10.53. Undisturbed Buffer – Exceptions. No construction activities or other activities shall be allowed which 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:

- (a) 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.
- (b) Utility 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.
- (c) 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.

- (d) 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.
- (e) Measures to remove or abate hazards, nuisances, or fire and life safety violations.
- (f) Homeowners are allowed to take measures to protect property from erosion, such as protecting river banks from erosion, within limits allowed by federal, state, and local regulations. Permits may be required for these property protection activities.
- (g) 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*.

§ 10.54. 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.

- (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.
- (b) An 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.
- (c) Trees removed by or requiring removal as a result of natural causes (e.g. wind storm, disease (requires report from Certified Arborist to validate and document disease), wildlife activities) do not have to be replaced.



- (d) Types 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.
- (e) A variance to the requirements of this subsection may be requested as allowed under Section 12 of these Rules and Regulations.

§ 10.55. Location of Undisturbed Buffer. The District may require that the buffer be fenced, signed, delineated, or otherwise physically set apart from 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.

§ 10.56. Plans, Specifications, and Construction

§ 10.56.1.1. In addition to requirements in Section 10.6, 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.

§ 10.56.1.2. The applicant shall notify the District when the facility is ready for final construction inspection. The inspector shall then inspect the facility construction therein.

§ 10.57. Hazardous Chemicals, Pesticides, Fertilizers.

§ 10.57.1.1. The use of hazardous chemicals including, but not limited to, pesticides (including insecticides, herbicides, defoliants, soil sterilants) and fertilizers, must strictly adhere to federal, state, and local regulations.

§ 10.57.1.2. All hazardous chemicals, which 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.

§ 10.58. Additional Surface Water Management Standards.

§ 10.59. Purpose. This Article provides for additional treatment design, water quality, quantity, and natural resource protection standards.

§ 10.60. General Standards.

§ 10.60.1.1. All development shall be planned, designed, constructed, and maintained to:

- (1) Protect and preserve existing streams, creeks, natural drainage channels and wetlands, and to meet state and federal requirements.
- (2) Protect property from flood hazards identified by the District.
- (3) Provide 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, or to property or persons.

§ 10.60.1.2. All stream crossings must be approved by USACE, DSL, Clackamas County, and other authorized federal, state, and local agencies.

§ 10.60.1.3. 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.

§ 10.60.1.4. Channel obstructions are not allowed except with District written approval.

§ 10.60.1.5. Facilities developed on site, including flow discharge from site, shall be constructed in a manner consistent with "*OLWSD Surface Water Master Plan*".

§ 10.60.1.6. All storm conveyance pipes, vaults, detention facilities, or other water quality or quantity facilities shall be built to specifications of the District.

§ 10.60.1.7. All surface water facilities shall be constructed per specifications of the District.

§ 10.60.1.8. Inspection of surface water facilities and approval of shop drawings shall be provided by the developer's engineer.

- § 10.60.1.9. 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.
- § 10.60.1.10. 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.
- § 10.60.1.11. 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.
- § 10.60.1.12. 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.
- § 10.60.1.13. 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.
- § 10.60.1.14. 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.
- § 10.60.1.15. 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.
- § 10.60.1.16. 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.

§ 10.60.1.17. The permittee or owner is responsible for complying with federal, state and local regulations.

§ 10.60.1.18. All developments and redevelopments shall provide water quantity, water quality, and infiltration systems to meet requirements of Section 10.22.

§ 10.60.1.19. Development projects shall not be phased or segmented in such a manner to avoid the requirements of these Rules and Regulations.

§ 10.61. Onsite Detention Design Criteria. All onsite detention facilities shall be constructed in accordance with the District's Design and Construction Standards.

§ 10.62. Water Quality Standards.

§ 10.63. 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.

§ 10.64. 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 ~~CCSD#1 Stormwater Standards (Appendix F – Proprietary Stormwater Treatment Technology Policy, Appendix H – Vegetated Stormwater Quality Facility Design Criteria~~ and the "Surface Water Quality Facilities Technical Guidance Handbook", developed by Portland and Lake Oswego, Clackamas County, and the Unified Sewerage Agency, now known as Clean Water Services-City of Portland Stormwater Management Manual.

## § 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, 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 there under, 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:

- (a) Obtain and maintain compliance with applicable federal and state statutes or administrative rules, and the District's NPDES permits, Rules and Regulations, and orders;
- (b) protect the public health and the environment;
- (c) deter future violators and violations; and
- (d) 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.

~~Class I~~

*Class I*

Any violation which poses a major risk of harm to public health or environment, or violation of any compliance schedule contained in a District permit or a District order, including but not limited to:

- Violation of these Rules and Regulations;
- Violation of a District order or approved plan;
- Intentional unauthorized discharges;
- Negligent spills or discharges which pose a major risk of harm to public health or the environment;

- Discharge of waste to surface waters without first obtaining a National Pollutant Discharge Elimination System Permit;
- Failure to immediately notify the District of a spill or upset condition which results in an unpermitted discharge to public waters which pose a major risk of harm to public health or the environment;
- Violation of a permit compliance schedule;
- Failure to provide access to premises or records;
- Any other violation related to water quality which poses a major risk of harm to public health or the environment;
- Two Class II violations, or one Class II and two Class III violations, or three Class III violations.

*Class II*

Any violation which poses a moderate risk of harm to public health or the environment, including but not limited to:

- Violation of these Rules and Regulations;
- Violation of a District order or approved plan;
- Waste discharge permit limitation violations which pose a moderate risk of harm to public health or the environment;
- Negligent spills which pose a moderate risk of harm to public health or the environment;
- Failure to submit a report or plan as required by permit or license;
- Any other violation related to water quality which poses a moderate risk of harm to public health or the environment.

*Class III*

Any violation which poses a minor risk of harm to public health or the environment, including but not limited to:

- Violation of these Rules and Regulations;
- Violation of a District order or an approved plan;
- Negligent spills or discharges which pose a minor risk of harm to public health or the environment;
- Violation of a waste discharge permit limitation which poses a minor risk of harm to public health or the environment;
- Any other violation related to water quality which poses a minor risk of harm to public health or the environment.

§ 11.5. Procedure for Enforcement

§ 11.5.1. Inspection, Entry, and Sampling

- § 11.5.1.1. 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.
- § 11.5.1.2. 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 storm-water and storing records, reports, or other related documents.
- § 11.5.1.3. 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.
- § 11.5.1.4. 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:
- (a) 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;
  - (b) Have access to and copy any records that must be kept under the conditions of a permit;
  - (c) 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

- (d) 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 11.11.

§ 11.5.2. Notice of Non-Compliance (NON). After identifying a violation, the District may issue a Notice of Noncompliance that:

- (a) 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
- (b) Is issued under the direction of the General Manager ~~or designee~~;
- (c) May be issued for all classes of documented violations; and
- (d) Is consistent with the objectives in Section 11.3.
- (e) 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.

§ 11.5.3. 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:

- Education through a discussion of the violated regulation and the facility's need to come into compliance.
- Technical assistance that include 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.



- 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.

§ 11.5.4. 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.

§ 11.5.5. Notice of Violation (NOV); Exceptions.

§ 11.5.5.1. 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:

- (a) 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;
- (b) 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;
- (c) Is issued under the direction of the General Manager ~~or designee~~;
- (d) May include a time schedule by which compliance is to be achieved;
- (e) May be issued for all classes of documented violations; and
- (f) Is consistent with the objectives in Section 11.3.

§ 11.5.5.2. 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:

- (a) the act or omission constituting the violation is intentional;
- (b) the violation would normally not be in existence for five (5) days;
- (c) the water pollution might leave or be removed from the jurisdiction of the District;

- (d) respondent received written notice with respect to any violation of the permit or order within thirty-six (36) months of the alleged violation; or
- (e) the requirement to provide written notice would disqualify a state program from federal approval or delegation.

§ 11.5.6. Notice of Civil Penalty Assessment. In addition to any liability, duty or other penalty provided by law, the General Manager ~~or their designee~~ may assess a civil penalty for any violation of the District's statutes, regulations, permits or orders, as follows:

- (a) The District shall issue the written notice of assessment of civil penalty upon the Respondent using the procedure set forth in Section 11.5.5.1.
- (b) The amount of any civil penalty shall be determined through the use of matrices and formula contained in Section 11.6.
- (c) The Notice of Civil Penalty Assessment must comply with Oregon law related to notice and contested case hearings.
- (d) 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.

§ 11.6. Civil Penalty Procedures. This sub-section describes the procedure for civil penalty determination as adopted by resolution by the District.

§ 11.6.1. No civil penalty issued by the General Manager ~~or their designee~~ 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.

§ 11.6.2. When determining the amount of civil penalty to be assessed for any violation the General Manager ~~or their designee~~ shall apply the following procedures:

1. Determine the class of violation and the magnitude of violation.
  - (a) For each civil penalty assessed, the magnitude is moderate unless:
  - (b) 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.
  - (c) 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.

- 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

- Starting 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.

<b>"H" is determined by the history of the Respondent taking all feasible steps or procedures necessarily appropriate to correct any prior significant actions.</b>	
-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

<b>"E" is the economic condition of the Respondent.</b>	
-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
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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.

"0" 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 ~~or their designee~~ may consider any other relevant rule or statute and shall state the effect the consideration had on the penalty. On review, Hearings Officer shall consider the factors contained in this section of the Rules and Regulations and any other relevant rule or statute.

§ 11.6.3. 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.

§ 11.7. Memorandum of Agreement and Order (MAO). A Memorandum of Agreement and Order (MAO) is a formal enforcement action which is in the form of an agreement or consent order issued by the Board or General Manager ~~or their designee~~ that:

- (a) may be negotiated between the District and the subject party prior to or after any notice set forth above;
- (b) shall be signed by the General Manager ~~or designee~~ on behalf of the District and the authorized representative of the subject party; and
- (c) shall set forth action to be taken and set civil penalties. This may be issued for any class of violations.

§ 11.8. Other 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. Pursuant to ORS 198.600, violation of District Rules and Regulations is a Class C misdemeanor.

§ 11.9. Right to Hearing.

§ 11.9.1. 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 ~~or the General Manager's designee~~ 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:

- (a) The name of the Respondent and the case file number or permit number.
- (b) The name and signature of the Respondent and a statement that if acting on behalf of a partnership or corporation, that the person executing the Notice of Appeal is duly authorized to file such appeal and such person is the contact representative.
- (c) The date that the Civil Penalty Assessment or other formal enforcement was received by the Respondent.
- (d) The nature of the decision and the specific grounds for appeal.

§ 11.9.2. The 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.

§ 11.9.3. 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.

§ 11.9.4. Notwithstanding the foregoing, nothing shall be construed to prevent the District from taking any other enforcement action or remedy available.

§ 11.10. Stop Work Order; Right of Entry.

§ 11.10.1. Erosion Control Violations. In addition to civil penalties described in Section 11.6, violations may be enforced by on-site control activities to mitigate existing violations and prevent future violations to the greatest extent possible, as follows:

- (a) 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.
- (b) If the repair is not performed, or violations continue, the inspector will issue a stop work order on the project, which will remain in effect until

the violation is repaired to the requirements stated in these Rules and Regulations.

(c) 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.

(d) 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.

§ 11.10.2. 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.

§ 11.10.3. Any costs incurred by the District to remedy a violation shall be paid by the owner.

§ 11.10.4. 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 11.6 will be assessed to the owner of the property.

§ 11.11. 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.

§ 11.12. Compromise or Settlement of Civil Penalty. At any time, subsequent to service of a written notice of assessment of civil penalty, the General Manager ~~or their designee~~ may compromise or settle any unpaid civil penalty at any amount that the General Manager ~~or their designee~~ deems appropriate. Any compromise or settlement executed by the General Manager ~~or their designee~~ shall be final. In determining whether a penalty should be compromised or settled, the General Manager ~~or their designee~~ may consider the following:

(a) new information obtained through further investigation or provided by Respondent which relates to the penalty determination factors;



- (b) the effect of compromise or settlement on deterrence;
- (c) whether Respondent has or is willing to employ adequate means to correct the violation or maintain compliance;
- (d) whether Respondent has had any previous penalties which have been compromised or settled;
- (e) whether 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;
- (f) the relative strength or weaknesses of the District's case.

§ 11.13. Stipulated Penalties. Nothing in these Rules and Regulations shall affect the ability of the District to include stipulated penalties in a MAO or any other agreement.

§ 11.14. Appointment of Hearings Officer. For any contested case hearing, the District, through the General Manager ~~or their designee~~, may appoint a hearings officer to determine all issues.

§ 11.15. Collection of Civil Penalty. Procedures for the enforcement of the civil penalty shall be as follows:

§ 11.16. 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.

§ 11.17. 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.

§ 11.18. 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 ~~or their designee~~ 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:

- (a) A description of the project or action specific to the Rules and Regulations.
- (b) A description or summary of what is required per the Rules and Regulations.
- (c) 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~~<sup>2-weeks</sup> 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 ~~or their designee~~ decisions on requests for exemption from the District's requirements.

§ 12.3.2. The Exemption Request process includes a letter to the General Manager ~~or their designee~~ from the permittee that describes the following:

- (a) A description of the project or action specific to the Rules and Regulations.
- (b) A description or summary of what is required per the Rules and Regulations.
- (c) 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 ~~or their Designee~~: Except for violations and enforcement matters, which are addressed in Section 11.9, any person aggrieved by ruling or interpretation (decision) of the provisions of these Rules and Regulations may submit a written appeal to the General Manager ~~or their designee~~. The appeal letter and associated fee (see District's Fee Schedule) must be submitted within fourteen (14) days after the decision was made. The appeal shall be in writing and shall set forth the events and circumstances leading to the appeal, the nature of the impact of the ruling on the appellant, together with any other reasons for the appeal. The General Manager ~~or their designee~~ shall make a written

decision within thirty (30) days of written notification of appeal. If the appeal is broad in nature, the General Manager ~~or their designee~~ 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 ~~or their designee~~ shall appoint a hearings officer to decide the appeal.

§ 12.4.2. Hearings Officer: The hearings officer appointed pursuant to section 11.14 shall set a *de novo* hearing on the matter at which he or she will take testimony and hear arguments. The General Manager ~~or their designee~~ 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 or ~~their designee's~~ 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 their designee, or the~~ Hearings Officer ~~or their Designee~~ 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. 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. 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 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



## AGENDA ITEM

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<b>Title</b>	Public Hearing on Proposed Updates to Water System Development Charges
<b>Item No.</b>	10
<b>Date</b>	December 15, 2020

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### Summary

Members of the public are invited to comment or provide testimony related to the proposed updates to the District's Water System Development Charges.

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.



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Jason Rice, District Engineer
<b>Title</b>	First Reading of Proposed Ordinance No. 2020-04 Updating Water System Development Charges
<b>Item No.</b>	11
<b>Date</b>	December 6, 2020 for December 15, 2020

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### Summary

This report is summarizing information related to the First Reading of Staff's recommendation for updated District Water System Development Charges.

### Background

In 2018, the Oak Lodge Water Services District (District) hired Water Systems Consulting (WSC) to develop what would ultimately be titled 2020 Water System Master Plan (WSMP), with FCS GROUP contracted to perform the financial portion of the greater master planning effort. Contained within the Water System Master Plan is a FCS GROUP Technical Memo (Attachment 1) of their opinion of the District's maximum defensible system development charges (SDC) for the water utility, based on the demand growth projections and capital improvement plan included in the WSMP.

Oregon Revised Statutes (ORS) 223.297 to 223.314 authorize local governments to establish system development charges (SDCs), one-time fees on new development paid at the time of development. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future growth.

ORS 223.299 defines two types of SDCs:

- A reimbursement fee designed to recover "costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists"
- An improvement fee designed to recover "costs associated with capital improvements to be constructed"

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

During a previous meeting with the Board, there was a request to pull data together showing Oak Lodge’s total cost of System Development Charges across all agencies. Then, to contrast that data with other local agencies. This information can be found in Attachment 2.

### **Past Board Actions**

October 2020	Board Approved resolution adopting the 2020 Waster System Master Plan
August 2020	Board approved an amended Rates, Fees and Other Charges Schedule

### **Concurrence**

Staff, Legal Counsel, Water Systems Consulting and FSC Group all worked to develop and get adopted the 2020 Water System Master Plan.

No notices of support or opposition have been received by Staff since the 90-day notice period of all interested parties went into effect.

### **Recommendation**

Staff recommends approving the revised Fees and Other Charges Schedule (Attachment 3).

## **Alternatives to Recommendation**

If the Board wishes to modify the recommendation, the Board could Direct Staff to update its methodology prior to the second reading on January 19, 2021.

## **Suggested Board Motion**

If the Board wishes to perform the first reading of Ordinance 2020-04:

*“I move to read by title only, Ordinance 2020-004 revising the District’s Schedule of Rates, Fees and Other Charges, updating Section G.3 related to Water System Development Charges.”*

If the Board does not wish to perform the first reading of Ordinance 2020-04:

Direct Staff on what changes need to be made to come before the Board at a later date. In this case, new noticing periods will be deployed.

## **Attachments**

1. OLWSD Water Master Plan SDC Tech Memo
2. SDC Comparison Chart
3. Ordinance 2020-004



**To:** Scott Duren, PE  
**From:** Wyatt Zimbelman, Senior Analyst  
Doug Gabbard, Project Manager  
John Ghilarducci, Principal  
**RE:** Oak Lodge Water Services District Water SDC

**Date:** July 2, 2020

## INTRODUCTION

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This section describes the policy context and project scope upon which this memorandum is based.

## THE ENGAGEMENT

In 2018, the Oak Lodge Water Services District (District) hired Water Systems Consulting to develop the 2018 Water Master Plan (WMP), with FCS GROUP contracted to perform the financial portion of the greater master planning effort. This report summarizes our opinion of the District's maximum defensible system development charges for the water utility, based on the demand growth projections and capital improvement plan included in the WMP.

## SYSTEM DEVELOPMENT CHARGE BACKGROUND

Oregon Revised Statutes (ORS) 223.297 to 223.314 authorize local governments to establish system development charges (SDCs), one-time fees on new development paid at the time of development. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future growth.

ORS 223.299 defines two types of SDCs:

- A reimbursement fee designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”
- An improvement fee designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon's SDC law.

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or do not otherwise increase

capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

# SDC CALCULATION

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This section provides our detailed calculations of the maximum defensible water SDC.

## CALCULATION OVERVIEW

In general, SDCs are calculated by adding a reimbursement fee component and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. **Exhibit 1** shows this calculation in equation format:

Exhibit 1: SDC Equation

$\frac{\text{Eligible costs of available capacity in existing facilities}}{\text{Units of growth in demand}} + \frac{\text{Eligible costs of capacity-increasing capital improvements}}{\text{Units of growth in demand}} = \text{SDC per unit of growth in demand}$
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## Reimbursement Fee

The reimbursement fee is the cost of available capacity per unit of growth that such available capacity will serve. In order for a reimbursement fee to be calculated, unused capacity must be available to serve future growth. For facility types that do not have available capacity, no reimbursement fee may be calculated.

## Improvement Fee

The improvement fee is the cost of planned capacity-increasing capital projects per unit of growth that those projects will serve. In reality, the capacity added by many projects serves a dual purpose of both meeting existing demand and serving future growth. To compute a compliant improvement fee, growth-related costs must be isolated, and costs related to meeting current demand must be excluded. We have used the incremental approach to allocate costs to the improvement fee basis, based on data provided by the District’s consulting engineer.

## Adjustments

### Fund Balance

All accumulated SDC revenue currently available in fund balance is also deducted from its corresponding cost basis. This practice prevents a jurisdiction from double charging for projects that were in the previous methodology’s improvement fee cost basis but have not yet been constructed.

The District’s practice is to use SDC revenue as the first source of funding for capital projects, and capital expenditures exceeded SDC revenues in both 2018 and 2019. Therefore, the District believes there is no unspent water SDC revenue, and we have not calculated an adjustment.

### Compliance Costs

ORS 223.307(5) authorizes the expenditure of SDCs for “the costs of complying with the provisions of ORS 223.297 to 223.314, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.” To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report includes an estimate of compliance costs in the SDC calculation.

## GROWTH

The growth calculation is the basis by which an SDC is charged. Growth for each system is measured in units that most directly reflect the source of demand. For water SDCs, the most applicable and administratively feasible unit of growth is the meter capacity equivalent (MCE). For the District, one MCE equals the flow capacity of a 5/8” x 3/4” water meter.

### Current Demand

According to the District’s records, the water utility had 8,777 customer accounts in 2017. Table 4-1 of the WMP provides the District’s projected population growth from 2017 to 2022, which was used to project customer accounts for 2020. Applying the MCE flow factors provided by the American Water Works Association (AWWA), the District has 8,877 customer accounts in 2020 with a combined flow capacity of 13,634 MCEs, as shown in **Exhibit 2**:

Exhibit 2: Estimated 2020 Customer Data

Meter Size	2020 Accounts	MCE Factors	2020 MCEs
5/8"	8,342	1.0	8,342
3/4"	21	1.5	31
1"	224	2.5	560
1 1/2"	123	5.0	613
2"	91	8.0	732
3"	10	16.0	163
4"	21	25.0	529
6"	33	50.0	1,669
8"	10	80.0	762
10"	2	115.0	233
<b>Total</b>	<b>8,877</b>		<b>13,634</b>

### Future Demand

Table 4-1 of the District’s WMP includes a population growth forecast for the utility through 2037. Assuming that the distribution of meter sizes remains unchanged, and therefore MCEs increase in proportion to population growth, the District will serve 14,272 MCEs in 2037. The growth from 13,634 MCEs in 2020 to 14,272 MCEs in 2037 (i.e., 638 MCEs) is the denominator in the SDC equation (**Exhibit 3**).

Exhibit 3: Customer Growth

Growth Unit	2020	2037	Growth (2020-2037)	Growth Share
Meter Capacity Equivalents	13,634	14,272	638	4.5%

Any estimate of future demand involves uncertainty. Fortunately, the accuracy of this estimate is less important than its derivation from the same process that produced the project list described later. In other words, the defensibility the SDC rests more on the consistency of the growth estimate with the project list than with the accuracy of the growth estimate.

## REIMBURSEMENT FEE COST BASIS

The reimbursement fee is the eligible cost of available capacity per unit of growth that such available capacity will serve. Calculation of the reimbursement fee begins with the historical cost of assets or recently completed projects that have unused capacity to serve future users. For each asset or project, the eligible cost is the cost portion of the asset or project that is available to serve future users.

To avoid charging future development for facilities provided at no cost to the District or its ratepayers, the reimbursement fee cost basis must be reduced by any grants or contributions used to fund the assets or projects included in the cost basis. Furthermore, unless a reimbursement fee will be specifically used to pay debt service, the reimbursement fee cost basis should be reduced by any outstanding debt related to the assets or projects included in the cost basis to avoid double charging for assets paid for by debt service in the rates.

The District's records list \$17,586,255 in water fixed assets. We allocated these assets to six categories based on the function of each asset:

- Storage
- Pumping
- Water mains
- Meters and services
- Fire
- General plant

Of these six categories, storage, pumping, and water mains were determined to have available capacity for future users of the system.

### Storage

The cost of unused capacity in storage facilities is \$2,843,023. The detailed calculation of storage capacity is shown in **Exhibit 4**:

Exhibit 4: Storage Capacity

Storage Facility	Existing Storage	Required Storage	Excess Capacity	% Excess Capacity	Facility Cost	Eligible Cost
Valley View	10.0 MG	6.6 MG	3.4 MG	33.9%	\$ 2,428,539	\$ 823,275
View Acres	5.6 MG	2.7 MG	2.9 MG	51.3%	\$ 3,940,973	\$ 2,019,749
<b>Total</b>	<b>15.6 MG</b>	<b>9.3 MG</b>	<b>6.3 MG</b>	<b>44.6%</b>	<b>\$ 6,369,512</b>	<b>\$ 2,843,023</b>

## Pumping

The cost of unused capacity in pumping facilities is \$277,156. The detailed calculation of pumping capacity is shown in **Exhibit 5**:

Exhibit 5: Pumping Capacity

Pumping Facility	Firm Capacity	Required Capacity	Excess Capacity	% Excess Capacity	Facility Cost	Eligible Cost
Valley View	2,200 gpm	1,154 gpm	1,046 gpm	47.5%	\$ 550,279	\$ 261,633
View Acres	1,850 gpm	1,582 gpm	268 gpm	14.5%	\$ 107,154	\$ 15,523
<b>Total</b>	<b>4,050 gpm</b>	<b>2,736 gpm</b>	<b>1,314 gpm</b>	<b>42.2%</b>	<b>\$ 657,433</b>	<b>\$ 277,156</b>

## Water Mains

Chapter 5.2.1 of the WMP indicates that the District’s distribution system has no pressure deficiencies at service connections within the District’s service area under future peak hour demands. Because the system is sufficient to serve future demands, the capacity share of the District’s water mains is estimated to be equal to the District’s growth share of 4.5 percent. By “growth share,” we mean that portion of total future demand that will be new.

## Reimbursement Fee Cost Calculation

The reimbursement fee cost basis is calculated by multiplying the capacity share of each asset category by the original cost asset value of that category. The detailed calculation is shown in **Exhibit 6**:

Exhibit 6: Reimbursement Fee Cost Basis

Asset Category	Original Cost	Less: Debt Principal	Net Asset Value	Available Capacity	Eligible Cost
Water Mains	\$ 7,717,967	\$ -	\$ 7,717,967	4.5%	\$ 345,227
Storage	6,369,512	-	6,369,512	44.6%	2,843,023
Pumping	657,434	-	657,434	42.2%	277,156
Meters & Services	461,838	(1,320,000)	-	0.0%	-
Fire	47,321	-	47,321	0.0%	-
General Plant	2,332,182	-	2,332,182	0.0%	-
<b>Total</b>	<b>\$ 17,586,255</b>	<b>\$ (1,320,000)</b>	<b>\$ 17,124,417</b>	<b>20.2%</b>	<b>\$ 3,465,406</b>

## IMPROVEMENT FEE COST BASIS

An improvement fee is the eligible cost of planned projects per unit of growth that such projects will serve. The improvement fee cost basis is based on a specific list of planned capacity-increasing capital improvements. The portion of each project that can be included in the improvement fee cost basis is determined by the extent to which each new project creates capacity for future users. **Exhibit 7** shows how a total project cost of \$24,050,600 reduces to an eligible cost of \$3,219,594.

Exhibit 7: Improvement Fee Cost Basis

ID	Description	Project Cost	SDC Eligible	SDC Eligible Portion of Costs	Timing
C-1	SE Aldercrest Road	\$ 885,500	9.7%	\$ 85,919	Year 1-3
F-1	SE 28th Avenue, SE Lakewood Drive, Kellogg Lake Apartments	1,099,000	18.3%	201,650	Year 1-3
F-2	SE River Road	3,143,500	19.6%	614,781	Year 4-9
C-2	SE Lisa Lane	67,500	33.0%	22,291	Year 4-9
F-3	SE Vista Sunrise Court	116,400	9.8%	11,361	Year 4-9
C-3	SE Marcia Court	109,700	32.2%	35,295	Year 4-9
F-4	Jennings Avenue, Emerald Drive, Colina Vista Avenue, Clayson Ave	1,453,900	8.6%	125,399	Year 4-9
C-4	SE Ranstad Court and SE Cinderella Court	195,300	28.9%	56,472	Year 4-9
F-5	Alderway Avenue	323,800	33.9%	109,898	Year 10+
C-5	Oatfield	3,169,400	7.9%	249,947	Year 4-9
F-6	View Acres Road	530,600	11.4%	60,498	Year 10+
C-6	Round Oaks Court	56,900	6.4%	3,636	Year 10+
F-7	Old Orchard Court, SE Meldrum Avenue	593,800	15.6%	92,670	Year 10+
F-8	SE Hull Avenue	1,173,800	13.8%	161,414	Year 10+
F-9	McLoughlin Boulevard	1,557,400	9.9%	154,939	Year 10+
F-10	McLoughlin Boulevard	1,021,400	13.4%	136,619	Year 10+
F-11	River Road	240,100	9.2%	22,154	Year 10+
F-12	Harold Avenue, Derry Lane, and Gordon Street	392,000	8.8%	34,368	Year 10+
F-13	McLoughlin Boulevard	73,700	22.2%	16,342	Year 10+
F-14	McLoughlin Boulevard	103,500	39.0%	40,339	Year 10+
F-15	McLoughlin Boulevard, Glen Echo Avenue, River Road	494,600	9.0%	44,593	Year 10+
F-16	Vineyard Road, Vineyard Lane, commercial parking lot, Kens Cour	1,031,800	20.2%	208,541	Year 10+
F-17	Austin Street and Sandra Avenue and Roethe Road	509,600	8.1%	41,184	Year 10+
F-18	SE Roethe Road	266,300	9.1%	24,143	Year 10+
F-19	River Road, Oak Grove Boulevard	51,400	13.0%	6,701	Year 10+
F-20	SE Maple Street	86,900	9.8%	8,521	Year 10+
F-21	Vineyard Road	127,700	7.8%	9,941	Year 10+
F-22	SE River Drive	291,400	9.6%	27,835	Year 10+
F-23	Poplar Place	884,200	11.4%	100,695	Year 10+
F-24	River Forest Road, River Forest Drive, River Forest Court (loop)	911,100	9.5%	86,203	Year 10+
F-25	Cottonwood Court	278,700	9.8%	27,409	Year 10+
F-26	Cedar Avenue	362,800	8.9%	32,379	Year 10+
F-27	Thornton Drive	307,300	33.4%	102,708	Year 10+
F-28	SE Diamond Lane	99,300	32.1%	31,839	Year 10+
F-29	SE Sierra Vista Drive	453,300	9.4%	42,605	Year 10+
F-30	SE Britton Avenue	147,200	22.2%	32,694	Year 10+
F-31	Raintree Court	155,200	9.9%	15,338	Year 10+
F-32	Walta Vista Drive	149,600	10.2%	15,196	Year 10+
F-33	SE Torbank Road and SE Lindenbrook Court	409,300	8.3%	33,800	Year 10+
F-34	McLoughlin Boulevard	43,000	7.3%	3,124	Year 10+
F-35	SE Evergreen Street	56,900	43.3%	24,650	Year 10+
F-36	SE McLoughlin Blvd	32,300	23.8%	7,690	Year 10+
F-37	SE McLoughlin Blvd and Holly Ave	593,500	9.4%	55,812	Year 10+
<b>Total</b>		<b>\$ 24,050,600</b>		<b>\$ 3,219,594</b>	

## COMPLIANCE COSTS

Compliance costs are the sum of SDC methodology updates and annual administrative costs. In consultation with District staff, we estimate compliance costs at 1.3 percent of the combined reimbursement fee and improvement fee cost bases.

## SDC FUND BALANCE

The District has advised us that it holds no unspent water SDC revenue. Had a fund balance existed, we would have deducted it from the SDC cost basis to avoid double-charging development.

## CALCULATED SDC

Dividing the sum of the net cost bases by the projected growth results in the calculated SDC per MCE, as shown in **Exhibit 8**:

Exhibit 8: Water SDC per MCE

<b>Reimbursement Fee Cost Basis</b>	
Reimbursement Fee Cost Basis	\$3,465,406
<i>Growth to End of Planning Period</i>	<i>638 MCEs</i>
Reimbursement Fee	\$5,428
<b>Improvement Fee Cost Basis</b>	
Improvement Fee Cost Basis	\$3,219,594
<i>Growth to End of Planning Period</i>	<i>638 MCEs</i>
Improvement Fee	\$5,043
<b>Total System Development Charge</b>	
Reimbursement Fee	\$5,428
Improvement Fee	\$5,043
Compliance Fee (1.3%)	\$137
<b>Total System Development Charge per MCE</b>	<b>\$10,608</b>

## SCHEDULE OF SDCS

In order to impose water SDCs on an individual property, the number of MCEs is determined by the size of the property's water meter. The MCE calculation used is based on AWWA flow factors as shown in **Exhibit 9** where one MCE is a 5/8" x 3/4" meter.



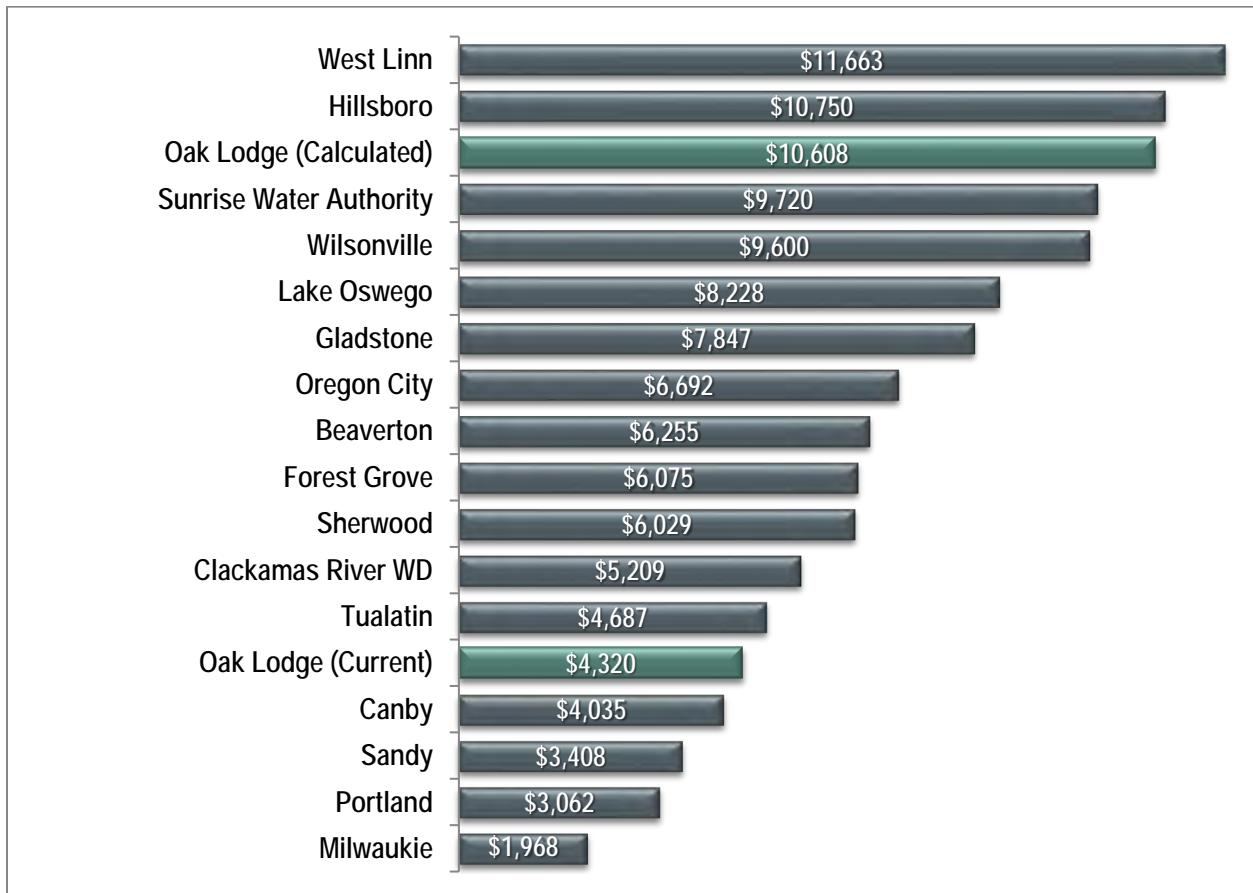
Exhibit 9: Water SDC Schedule

Meter Size	Flow Factor	Calculated SDC	Current SDC	Change
5/8" x 3/4"	1.0	\$10,608	\$4,320	+\$6,288
3/4"	1.5	\$15,912	\$6,480	+\$9,432
1"	2.5	\$26,521	\$10,800	+\$15,721
1 1/2"	5.0	\$53,042	\$21,595	+\$31,447
2"	8.0	\$84,867	\$34,555	+\$50,312
3"	16.0	\$169,733	\$69,110	+\$100,623
4"	25.0	\$265,208	\$107,985	+\$157,223
6"	50.0	\$530,416	\$215,970	+\$314,446
8"	80.0	\$848,666	\$345,550	+\$503,116
10"	115.0	\$1,219,958	\$496,730	+\$723,228

## COMPARISONS

**Exhibit 10** shows how the District's current and calculated 5/8" x 3/4" water SDCs compare with SDCs adopted by other water utilities.

Exhibit 10: Regional Comparison



## SDC IMPLEMENTATION

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### FUNDING PLAN

The SDCs calculated in this report represent our opinion of the maximum water SDCs that the District can legally charge. However, even if the District imposes the full, calculated charge, the SDC will generate only 28 percent of the funds needed to complete the full project list, as shown in **Exhibit 11**.

Exhibit 11: Funding Plan

Capital Funding Plan	\$	%
<b>Requirements</b>		
Capital Improvement Plan	\$ 24,050,600	99.6%
Compliance Costs	87,406	0.4%
<b>Total Requirements</b>	<b>\$ 24,138,006</b>	<b>100.0%</b>
<b>Resources</b>		
System Development Charges	\$ 6,767,904	28.0%
Other District Resources	17,370,102	72.0%
<b>Total Resources</b>	<b>\$ 24,138,006</b>	<b>100.0%</b>

The District is under no legal obligation to impose the full, calculated SDC. However, the District should be aware that any discounting or phase-in period that reduces SDC revenue will increase the funding requirement from other resources.

## CREDITS

A credit is a reduction in the amount of the SDC for a specific development. ORS 223.304 requires that SDC credits be issued for the construction of a qualified public improvement which is: required as a condition of development approval; identified in the District’s adopted SDC project list; and either “not located on or contiguous to property that is the subject of development approval,” or located “on or contiguous to such property and is required to be built larger or with greater capacity than is necessary for the particular development project . . .”

Additionally, a credit must be granted “only for the cost of that portion of an improvement which exceeds the minimum standard facility size or capacity needed to serve” the particular project up to the amount of the improvement fee. For multi-phase projects, any “excess credit may be applied against SDCs that accrue in subsequent phases of the original development project.”

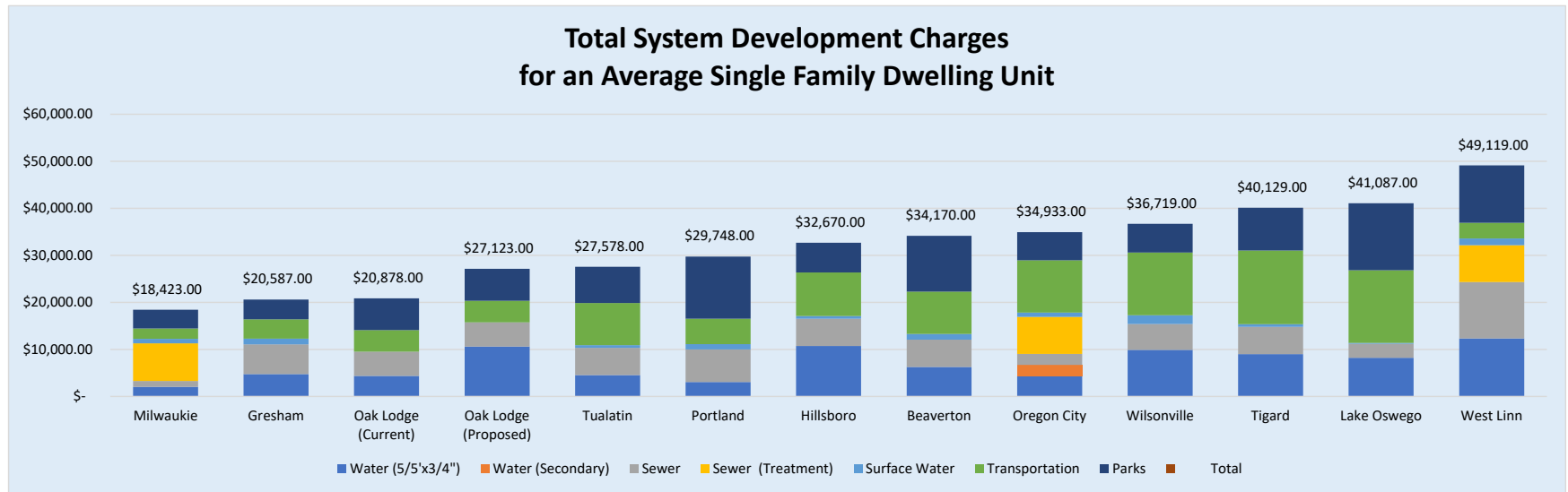
## INDEXING

Oregon law (ORS 223.304) also allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

We recommend that the District index its charges to the *Engineering News Record* Construction Cost Index for the City of Seattle and adjust its charges annually. There is no comparable Oregon-specific index.

## Total System Development Charges for an Average Single Family Dwelling Unit



SDC	Milwaukie	Gresham	Oak Lodge (Current)	Oak Lodge (Proposed)	Tualatin	Portland	Hillsboro	Beaverton	Oregon City	Wilsonville	Tigard	Lake Oswego	West Linn
Water (5/5'x3/4")	\$ 2,041.00	\$ 4,751.00	\$ 4,363.00	\$ 10,608.00	\$ 4,545.00	\$ 3,062.00	\$ 10,750.00	\$ 6,255.00	\$ 4,342.00	\$ 9,912.00	\$ 9,000.00	\$ 8,228.00	\$ 12,326.00
Water (Secondary)									\$ 2,350.00				
Sewer	\$ 1,233.00	\$ 6,318.00	\$ 5,165.00	\$ 5,165.00	\$ 5,800.00	\$ 6,917.00	\$ 5,800.00	\$ 5,800.00	\$ 2,373.00	\$ 5,503.00	\$ 5,800.00	\$ 2,995.00	\$ 12,007.00
Sewer (Treatment)	\$ 8,005.00								\$ 7,850.00				\$ 7,850.00
Surface Water	\$ 965.00	\$ 1,203.00	\$ -	\$ -	\$ 560.00	\$ 1,159.00	\$ 560.00	\$ 1,252.00	\$ 902.00	\$ 1,848.00	\$ 560.00	\$ 164.00	\$ 1,395.00
Transportation	\$ 2,194.00	\$ 4,111.00	\$ 4,590.00	\$ 4,590.00	\$ 8,968.00	\$ 5,393.00	\$ 9,269.00	\$ 8,968.00	\$ 11,127.00	\$ 13,357.00	\$ 15,668.00	\$ 15,460.00	\$ 3,349.00
Parks	\$ 3,985.00	\$ 4,204.00	\$ 6,760.00	\$ 6,760.00	\$ 7,705.00	\$ 13,217.00	\$ 6,291.00	\$ 11,895.00	\$ 5,989.00	\$ 6,099.00	\$ 9,101.00	\$ 14,240.00	\$ 12,192.00
<b>Total</b>	<b>\$ 18,423.00</b>	<b>\$ 20,587.00</b>	<b>\$ 20,878.00</b>	<b>\$ 27,123.00</b>	<b>\$ 27,578.00</b>	<b>\$ 29,748.00</b>	<b>\$ 32,670.00</b>	<b>\$ 34,170.00</b>	<b>\$ 34,933.00</b>	<b>\$ 36,719.00</b>	<b>\$ 40,129.00</b>	<b>\$ 41,087.00</b>	<b>\$ 49,119.00</b>

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

## A. Rates/Service Charges

### 1. Water Service

#### a. Residential Service

##### i. Rate per hundred cubic feet of water (CCF) per **billing cycle** (2 months)

Block 1 (Lifeline)

Block 2 (Main)

Block 3 (Conservation)

Usage Bracket	Rate
1-10 CCF	\$ 1.22
11-50 CCF	\$ 1.65
51+ CCF	\$ 1.94

##### ii. Fixed rate per meter size per **billing cycle** (2 months)

20 gallons per minute (GPM)

30 gallons per minute (GPM)

Meter Size	Rate
5/8" x 3/4"	\$ 37.14
Full 3/4"	\$ 55.70

#### b. Large Residential, Commercial, and Industrial Service

##### i. Rate per hundred cubic feet of water (CCF) per **month**

All services

Usage Bracket	Rate
All usage	\$ 1.72

##### ii. Fixed rate per meter size per **month**

Meter Size	Rate
1"	\$ 32.68
1.5"	\$ 56.29
2"	\$ 83.34
3"	\$ 157.66
4"	\$ 247.76
6"	\$ 472.99
8"	\$ 765.78
10"	\$ 1,081.07

#### c. Fire Line Service

##### i. Fixed rate per meter size per **month**

Meter Size	Rate
3/4"	\$ 18.56
1"	\$ 25.90
1.5"	\$ 37.14
2"	\$ 51.77
3"	\$ 88.98
4"	\$ 135.15
6"	\$ 252.21
8"	\$ 382.89
10"	\$ 549.56

##### ii. Rate per hundred cubic feet of water (CCF)

Block A

Block B

Usage Bracket	Rate
1 CCF	Fixed rate/meter
2+ CCF	\$ 1.72

#### d. Water Service Backflow Assembly Testing Program

##### i. Fixed rate per device per **year**

Device Size	Fee
0.5" - 2"	\$ 22.00
2.5"-4"	\$ 32.00
6"-12"	\$ 42.00

##### ii. Administration Late Fee

\$ 25.00

##### iii. Confined Space Entry Charge per Vault (applies to devices in vaults)

\$ 25.00

##### iv. Confined Space Pumping Charge per Minute (applies to vaults filled with water)

\$ 0.84

##### v. Repairs and/or Replacements performed by District's Contractor

Contracted parts and labor

Actual cost

### 2. Wastewater Collection and Treatment

#### a. Fixed rate per Equivalent Dwelling Unit (EDU) per **month**

\$ 40.97

#### b. Rate per hundred cubic feet (CCF) of average winter water consumption per **month**

\$ 2.37

### 3. Watershed Protection

#### a. Fixed rate per Equivalent Service Unit (ESU) per **month**

\$ 9.51

#### b. Stormwater Facility Maintenance Surcharge per ESU per **month**

\$ 4.75

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

	Effective <del>7/1/2020</del> 1/19/2021
<b>4. Administration</b>	
a. Interest penalty on delinquent utility billing service charges	12.00%
b. NSF check/payment fee	\$ 25.00
c. Water service disconnect notification (Red Tag) fee	\$ 7.00
d. Water service disconnect fee (for nonpayment)	\$ 25.00
e. After Hours turn on fee	\$ 100.00
f. Hydrant meter deposit	\$ 3,000.00
Water usage will be billed against the meter deposit and any remaining balance will be returned to the user	
g. Hydrant use permit	\$ 50.00
h. Title search fee	\$ 25.00
i. Lock replacement fee - if lock is cut on meter	\$ 125.00
j. Public Record Requests	
i. Photocopies per page/side	VARIOUS
Letter (8.5x11)	
- Black and White Copies	\$ 0.25
- Color Copies	\$ 0.50
Legal (8.5x14)	
- Black and White Copies	\$ 0.35
- Color Copies	\$ 1.00
Tabloid (11x17)	
- Black and White Copies	\$ 0.50
- Color Copies	\$ 1.50
Large Format (Larger than 11x17)	Based on Size and Complexity
ii. Electronic Copies	
Flash Drive (up to 32 GB)	\$ 10.00
iii. Archive Retrieval Fees	
Base Charge per Trip	\$ 75.00
Charge per Box	\$ 5.00
iv. Record Research & Processing	
Staff time up to 30 minutes	No Cost
Staff time over 30 minutes in half hour increments	Labor Rate
 <b>B. <u>Fats, Oils, Grease Program Fees</u></b>	
1. Wastewater Collection System Line Maintenance Fees	
a. Utility Worker Labor Rate per Hour	\$ 94.00
b. Utility Truck Rate per Truck per Hour	\$ 30.00
c. Hydro Cleaner Rate per Truck per Hour	\$ 85.00
d. Vactor Rate per Truck per Hour	\$ 120.00
e. CCTV Van Rate per Truck per Hour	\$ 200.00
 <b>C. <u>Industrial Wastewater Pretreatment Program Fees</u></b>	
1. Wastewater Discharge Permit Application and Review Fee	
a. Upon issuance	\$ 1,500.00
b. Upon each anniversary date of permit issuance	\$ 1,500.00
2. Significant Industrial User Fee (DEQ Pass-through)	
a. Upon issuance	\$ 537.00
b. Upon each anniversary date of permit issuance	\$ 537.00
3. Monitoring and Inspection Fee	\$ 150.00
a. Laboratory costs	Actual cost
4. Accidental Discharge Fee	\$ 850.00
5. Industrial Pretreatment Permit Appeal Fee	\$ 2,000.00

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

**D. Permit and Development Review Fees**

1.	Utility Connection Permit		\$ 200.00
	a. Plan Review (per EDU or ESU)		\$ 310.00
	b. Initial Inspection - water and sewer only		Per Section E
	c. Additional Inspections - water and sewer only		
2.	Site Development Permit		
	a. Plan Review - greater of	minimum	\$ 955.00
	or		2.5% of Engineer's Estimate
	or		\$200 per EDU or ESU
	b. Initial Inspection - Water and Wastewater - greater of	minimum	\$ 500.00
	or		2.5% of Engineer's Estimate
	c. Additional Inspections - Water and Wastewater		Per Section E
	d. Initial Inspection - Surface Water - greater of	minimum	\$ 500.00
	or		2.5% of Engineer's Estimate
	e. Additional Inspections - Surface Water		Per Section E
3.	Post-Approval Plan Review and/or Design Review (Modifications to Approved Plans)		50% of original plan review fee
	a. Plan Review (minimum)		
4.	Erosion Prevention and Sediment Control (less than one acre)		
	a. Plan Review		\$ 200.00
	b. Surface Water Inspection (one initial, one monthly, and one final)		
	i. 1200 CN (lots or projects with disturbance areas 1-5 acres)		\$ 310.00
	ii. Plan Review Minimum Base Fee for 1 acre		\$ 460.00
	iii. Additional fee per acre		\$ 310.00
	c. Initial Inspection - other		\$ 310.00
	d. Additional Inspection - other		Per Section E

**E. Additional and After-Hours Inspections**

1.	Additional Inspection Fee Rate per Hour		\$ 138.00
	Minimum two hour charge		\$ 275.00
2.	Additional Inspection Fee Rate per Hour - After Hours		\$ 170.00
	Minimum two hour charge		\$ 340.00

**F. Connection/Hook-up/Meter Set Fees**

1.	Wastewater Connection Fee/Hook-up Fee (Municipal Customers Only)		\$ 5,165.00
2.	Water Meter Set Fee	<b>Meter Size</b>	<b>Meter Set Fee</b>
		5/8"x3/4"	\$ 454.00
		Full 3/4"	\$ 454.00
		1"	\$ 569.00
		1.5"	\$ 1,016.00
		2"	\$ 1,116.00
		3"-10"	Actual cost
3.	Tapping Fee	<b>Tap Size</b>	<b>Tapping Fee</b>
		3/4"	\$ 320.00
		1"	\$ 340.00
		1.5" and 2"	\$ 810.00
		3" - 10"	Approved Contractor
4.	Request for Meter Relocations		Two times Meter Set Fee



# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

**G. System Development Charges (SDC)**

1. Watershed Protection SDC per ESU
2. Wastewater SDC per EDU
3. Water Distribution SDC per water meter

\$ -  
\$ 5,165.00

Meter Size	SDC	
5/8"x3/4"	<del>\$ 4,363.20</del>	\$ 10,608.00
Full 3/4"	<del>\$ 6,544.80</del>	\$ 15,912.00
1"	<del>\$ 10,908.00</del>	\$ 26,521.00
1.5"	<del>\$ 21,810.95</del>	\$ 53,042.00
2"	<del>\$ 34,900.55</del>	\$ 84,867.00
3"	<del>\$ 69,801.10</del>	\$ 169,733.00
4"	<del>\$ 109,064.85</del>	\$ 265,208.00
6"	<del>\$ 218,129.70</del>	\$ 530,416.00
8"	<del>\$ 349,005.50</del>	\$ 848,666.00
10"	<del>\$ 501,697.30</del>	\$ 1,219,958.00

4. Requests for meter size upgrades

Diff in SDC's as  
listed

## **OAK LODGE WATER SERVICES**

### **ORDINANCE NO. 2020-04**

#### **AN ORDINANCE REVISING THE DISTRICT'S SCHEDULE OF RATES, FEES AND OTHER CHARGES AS SHOWN IN ATTACHMENT B, UPDATING SECTION G.3 RELATED TO WATER SYSTEM DEVELOPMENT CHARGES.**

**WHEREAS**, it is the policy and practice of the Oak Lodge Water Services District to require the discernment and recovery of certain District costs from fees and charges levied in providing District Services.

**WHEREAS**, the Board of Directors approved Resolution 2020-15 that approved the District's 2020 Water Master Plan. Contained within that Master Plan was a Technical Memo titled "Oak Lodge Water Services District Water SDC" (Attachment A) that has calculated an update to the District's Water System Development Charges using updated data from the 2020 Water System Master Plan.

**WHEREAS**, Per guidance set forth by ORS 223.304(8) the District will adjust the Water System Development Charges annually based upon Pacific Northwest Construction cost changes in the Engineering News Record Construction Cost Index as represented by the City of Seattle, Washington.

**WHEREAS**, Pursuant to ORS 223.304(6), The District provided notice to all interested parties at least 90 days prior to this first reading and provided documentation of its updated System Development Charge methodology at least 60 days prior to this first reading.

**WHEREAS**, 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.

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

**Section 1.** the District adopts amendments to the Oak Lodge Water Services District Schedule of Rate, Fees and Other Charges attached hereto as Attachment B and incorporated by reference, to be effective as of the dates specified below.

**Section 2.** 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.

**FIRST READING:** December 15, 2020

**SECOND READING:** January 19, 2021

**ADOPTED THIS 19th DAY OF JANUARY 2021.**

OAK LODGE WATER SERVICES DISTRICT

By \_\_\_\_\_ By \_\_\_\_\_  
Kevin Williams, President Paul Gornick, Secretary/Vice President

**To:** Scott Duren, PE  
**From:** Wyatt Zimbelman, Senior Analyst  
Doug Gabbard, Project Manager  
John Ghilarducci, Principal  
**RE:** Oak Lodge Water Services District Water SDC

**Date:** July 2, 2020

## INTRODUCTION

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This section describes the policy context and project scope upon which this memorandum is based.

### THE ENGAGEMENT

In 2018, the Oak Lodge Water Services District (District) hired Water Systems Consulting to develop the 2018 Water Master Plan (WMP), with FCS GROUP contracted to perform the financial portion of the greater master planning effort. This report summarizes our opinion of the District's maximum defensible system development charges for the water utility, based on the demand growth projections and capital improvement plan included in the WMP.

### SYSTEM DEVELOPMENT CHARGE BACKGROUND

Oregon Revised Statutes (ORS) 223.297 to 223.314 authorize local governments to establish system development charges (SDCs), one-time fees on new development paid at the time of development. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future growth.

ORS 223.299 defines two types of SDCs:

- A reimbursement fee designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”
- An improvement fee designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon's SDC law.

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or do not otherwise increase

capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

## SDC CALCULATION

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This section provides our detailed calculations of the maximum defensible water SDC.

### CALCULATION OVERVIEW

In general, SDCs are calculated by adding a reimbursement fee component and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. **Exhibit 1** shows this calculation in equation format:

Exhibit 1: SDC Equation

$\frac{\text{Eligible costs of available capacity in existing facilities}}{\text{Units of growth in demand}} + \frac{\text{Eligible costs of capacity-increasing capital improvements}}{\text{Units of growth in demand}} = \text{SDC per unit of growth in demand}$
--

### Reimbursement Fee

The reimbursement fee is the cost of available capacity per unit of growth that such available capacity will serve. In order for a reimbursement fee to be calculated, unused capacity must be available to serve future growth. For facility types that do not have available capacity, no reimbursement fee may be calculated.

### Improvement Fee

The improvement fee is the cost of planned capacity-increasing capital projects per unit of growth that those projects will serve. In reality, the capacity added by many projects serves a dual purpose of both meeting existing demand and serving future growth. To compute a compliant improvement fee, growth-related costs must be isolated, and costs related to meeting current demand must be excluded. We have used the incremental approach to allocate costs to the improvement fee basis, based on data provided by the District’s consulting engineer.

### Adjustments

#### Fund Balance

All accumulated SDC revenue currently available in fund balance is also deducted from its corresponding cost basis. This practice prevents a jurisdiction from double charging for projects that were in the previous methodology’s improvement fee cost basis but have not yet been constructed.

The District’s practice is to use SDC revenue as the first source of funding for capital projects, and capital expenditures exceeded SDC revenues in both 2018 and 2019. Therefore, the District believes there is no unspent water SDC revenue, and we have not calculated an adjustment.

### Compliance Costs

ORS 223.307(5) authorizes the expenditure of SDCs for “the costs of complying with the provisions of ORS 223.297 to 223.314, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.” To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report includes an estimate of compliance costs in the SDC calculation.

## GROWTH

The growth calculation is the basis by which an SDC is charged. Growth for each system is measured in units that most directly reflect the source of demand. For water SDCs, the most applicable and administratively feasible unit of growth is the meter capacity equivalent (MCE). For the District, one MCE equals the flow capacity of a 5/8” x 3/4” water meter.

### Current Demand

According to the District’s records, the water utility had 8,777 customer accounts in 2017. Table 4-1 of the WMP provides the District’s projected population growth from 2017 to 2022, which was used to project customer accounts for 2020. Applying the MCE flow factors provided by the American Water Works Association (AWWA), the District has 8,877 customer accounts in 2020 with a combined flow capacity of 13,634 MCEs, as shown in **Exhibit 2**:

Exhibit 2: Estimated 2020 Customer Data

Meter Size	2020 Accounts	MCE Factors	2020 MCEs
5/8"	8,342	1.0	8,342
3/4"	21	1.5	31
1"	224	2.5	560
1 1/2"	123	5.0	613
2"	91	8.0	732
3"	10	16.0	163
4"	21	25.0	529
6"	33	50.0	1,669
8"	10	80.0	762
10"	2	115.0	233
<b>Total</b>	<b>8,877</b>		<b>13,634</b>

### Future Demand

Table 4-1 of the District’s WMP includes a population growth forecast for the utility through 2037. Assuming that the distribution of meter sizes remains unchanged, and therefore MCEs increase in proportion to population growth, the District will serve 14,272 MCEs in 2037. The growth from 13,634 MCEs in 2020 to 14,272 MCEs in 2037 (i.e., 638 MCEs) is the denominator in the SDC equation (**Exhibit 3**).

Exhibit 3: Customer Growth

Growth Unit	2020	2037	Growth (2020-2037)	Growth Share
Meter Capacity Equivalents	13,634	14,272	638	4.5%

Any estimate of future demand involves uncertainty. Fortunately, the accuracy of this estimate is less important than its derivation from the same process that produced the project list described later. In other words, the defensibility the SDC rests more on the consistency of the growth estimate with the project list than with the accuracy of the growth estimate.

## REIMBURSEMENT FEE COST BASIS

The reimbursement fee is the eligible cost of available capacity per unit of growth that such available capacity will serve. Calculation of the reimbursement fee begins with the historical cost of assets or recently completed projects that have unused capacity to serve future users. For each asset or project, the eligible cost is the cost portion of the asset or project that is available to serve future users.

To avoid charging future development for facilities provided at no cost to the District or its ratepayers, the reimbursement fee cost basis must be reduced by any grants or contributions used to fund the assets or projects included in the cost basis. Furthermore, unless a reimbursement fee will be specifically used to pay debt service, the reimbursement fee cost basis should be reduced by any outstanding debt related to the assets or projects included in the cost basis to avoid double charging for assets paid for by debt service in the rates.

The District's records list \$17,586,255 in water fixed assets. We allocated these assets to six categories based on the function of each asset:

- Storage
- Pumping
- Water mains
- Meters and services
- Fire
- General plant

Of these six categories, storage, pumping, and water mains were determined to have available capacity for future users of the system.

### Storage

The cost of unused capacity in storage facilities is \$2,843,023. The detailed calculation of storage capacity is shown in **Exhibit 4**:

Exhibit 4: Storage Capacity

Storage Facility	Existing Storage	Required Storage	Excess Capacity	% Excess Capacity	Facility Cost	Eligible Cost
Valley View	10.0 MG	6.6 MG	3.4 MG	33.9%	\$ 2,428,539	\$ 823,275
View Acres	5.6 MG	2.7 MG	2.9 MG	51.3%	\$ 3,940,973	\$ 2,019,749
<b>Total</b>	<b>15.6 MG</b>	<b>9.3 MG</b>	<b>6.3 MG</b>	<b>44.6%</b>	<b>\$ 6,369,512</b>	<b>\$ 2,843,023</b>

## Pumping

The cost of unused capacity in pumping facilities is \$277,156. The detailed calculation of pumping capacity is shown in **Exhibit 5**:

Exhibit 5: Pumping Capacity

Pumping Facility	Firm Capacity	Required Capacity	Excess Capacity	% Excess Capacity	Facility Cost	Eligible Cost
Valley View	2,200 gpm	1,154 gpm	1,046 gpm	47.5%	\$ 550,279	\$ 261,633
View Acres	1,850 gpm	1,582 gpm	268 gpm	14.5%	\$ 107,154	\$ 15,523
<b>Total</b>	<b>4,050 gpm</b>	<b>2,736 gpm</b>	<b>1,314 gpm</b>	<b>42.2%</b>	<b>\$ 657,433</b>	<b>\$ 277,156</b>

## Water Mains

Chapter 5.2.1 of the WMP indicates that the District’s distribution system has no pressure deficiencies at service connections within the District’s service area under future peak hour demands. Because the system is sufficient to serve future demands, the capacity share of the District’s water mains is estimated to be equal to the District’s growth share of 4.5 percent. By “growth share,” we mean that portion of total future demand that will be new.

## Reimbursement Fee Cost Calculation

The reimbursement fee cost basis is calculated by multiplying the capacity share of each asset category by the original cost asset value of that category. The detailed calculation is shown in **Exhibit 6**:



Exhibit 6: Reimbursement Fee Cost Basis

Asset Category	Original Cost	Less: Debt Principal	Net Asset Value	Available Capacity	Eligible Cost
Water Mains	\$ 7,717,967	\$ -	\$ 7,717,967	4.5%	\$ 345,227
Storage	6,369,512	-	6,369,512	44.6%	2,843,023
Pumping	657,434	-	657,434	42.2%	277,156
Meters & Services	461,838	(1,320,000)	-	0.0%	-
Fire	47,321	-	47,321	0.0%	-
General Plant	2,332,182	-	2,332,182	0.0%	-
<b>Total</b>	<b>\$ 17,586,255</b>	<b>\$ (1,320,000)</b>	<b>\$ 17,124,417</b>	<b>20.2%</b>	<b>\$ 3,465,406</b>

## IMPROVEMENT FEE COST BASIS

An improvement fee is the eligible cost of planned projects per unit of growth that such projects will serve. The improvement fee cost basis is based on a specific list of planned capacity-increasing capital improvements. The portion of each project that can be included in the improvement fee cost basis is determined by the extent to which each new project creates capacity for future users. **Exhibit 7** shows how a total project cost of \$24,050,600 reduces to an eligible cost of \$3,219,594.

Exhibit 7: Improvement Fee Cost Basis

ID	Description	Project Cost	SDC Eligible	SDC Eligible Portion of Costs	Timing
C-1	SE Aldercrest Road	\$ 885,500	9.7%	\$ 85,919	Year 1-3
F-1	SE 28th Avenue, SE Lakewood Drive, Kellogg Lake Apartments	1,099,000	18.3%	201,650	Year 1-3
F-2	SE River Road	3,143,500	19.6%	614,781	Year 4-9
C-2	SE Lisa Lane	67,500	33.0%	22,291	Year 4-9
F-3	SE Vista Sunrise Court	116,400	9.8%	11,361	Year 4-9
C-3	SE Marcia Court	109,700	32.2%	35,295	Year 4-9
F-4	Jennings Avenue, Emerald Drive, Colina Vista Avenue, Clayson Ave	1,453,900	8.6%	125,399	Year 4-9
C-4	SE Ranstad Court and SE Cinderella Court	195,300	28.9%	56,472	Year 4-9
F-5	Alderway Avenue	323,800	33.9%	109,898	Year 10+
C-5	Oatfield	3,169,400	7.9%	249,947	Year 4-9
F-6	View Acres Road	530,600	11.4%	60,498	Year 10+
C-6	Round Oaks Court	56,900	6.4%	3,636	Year 10+
F-7	Old Orchard Court, SE Meldrum Avenue	593,800	15.6%	92,670	Year 10+
F-8	SE Hull Avenue	1,173,800	13.8%	161,414	Year 10+
F-9	McLoughlin Boulevard	1,557,400	9.9%	154,939	Year 10+
F-10	McLoughlin Boulevard	1,021,400	13.4%	136,619	Year 10+
F-11	River Road	240,100	9.2%	22,154	Year 10+
F-12	Harold Avenue, Derry Lane, and Gordon Street	392,000	8.8%	34,368	Year 10+
F-13	McLoughlin Boulevard	73,700	22.2%	16,342	Year 10+
F-14	McLoughlin Boulevard	103,500	39.0%	40,339	Year 10+
F-15	McLoughlin Boulevard, Glen Echo Avenue, River Road	494,600	9.0%	44,593	Year 10+
F-16	Vineyard Road, Vineyard Lane, commercial parking lot, Kens Cour	1,031,800	20.2%	208,541	Year 10+
F-17	Austin Street and Sandra Avenue and Roethe Road	509,600	8.1%	41,184	Year 10+
F-18	SE Roethe Road	266,300	9.1%	24,143	Year 10+
F-19	River Road, Oak Grove Boulevard	51,400	13.0%	6,701	Year 10+
F-20	SE Maple Street	86,900	9.8%	8,521	Year 10+
F-21	Vineyard Road	127,700	7.8%	9,941	Year 10+
F-22	SE River Drive	291,400	9.6%	27,835	Year 10+
F-23	Poplar Place	884,200	11.4%	100,695	Year 10+
F-24	River Forest Road, River Forest Drive, River Forest Court (loop)	911,100	9.5%	86,203	Year 10+
F-25	Cottonwood Court	278,700	9.8%	27,409	Year 10+
F-26	Cedar Avenue	362,800	8.9%	32,379	Year 10+
F-27	Thornton Drive	307,300	33.4%	102,708	Year 10+
F-28	SE Diamond Lane	99,300	32.1%	31,839	Year 10+
F-29	SE Sierra Vista Drive	453,300	9.4%	42,605	Year 10+
F-30	SE Britton Avenue	147,200	22.2%	32,694	Year 10+
F-31	Raintree Court	155,200	9.9%	15,338	Year 10+
F-32	Walta Vista Drive	149,600	10.2%	15,196	Year 10+
F-33	SE Torbank Road and SE Lindenbrook Court	409,300	8.3%	33,800	Year 10+
F-34	McLoughlin Boulevard	43,000	7.3%	3,124	Year 10+
F-35	SE Evergreen Street	56,900	43.3%	24,650	Year 10+
F-36	SE McLoughlin Blvd	32,300	23.8%	7,690	Year 10+
F-37	SE McLoughlin Blvd and Holly Ave	593,500	9.4%	55,812	Year 10+
<b>Total</b>		<b>\$ 24,050,600</b>		<b>\$ 3,219,594</b>	

## COMPLIANCE COSTS

Compliance costs are the sum of SDC methodology updates and annual administrative costs. In consultation with District staff, we estimate compliance costs at 1.3 percent of the combined reimbursement fee and improvement fee cost bases.

## SDC FUND BALANCE

The District has advised us that it holds no unspent water SDC revenue. Had a fund balance existed, we would have deducted it from the SDC cost basis to avoid double-charging development.

## CALCULATED SDC

Dividing the sum of the net cost bases by the projected growth results in the calculated SDC per MCE, as shown in **Exhibit 8**:

Exhibit 8: Water SDC per MCE

<b>Reimbursement Fee Cost Basis</b>	
Reimbursement Fee Cost Basis	\$3,465,406
<i>Growth to End of Planning Period</i>	<i>638 MCEs</i>
Reimbursement Fee	\$5,428
<b>Improvement Fee Cost Basis</b>	
Improvement Fee Cost Basis	\$3,219,594
<i>Growth to End of Planning Period</i>	<i>638 MCEs</i>
Improvement Fee	\$5,043
<b>Total System Development Charge</b>	
Reimbursement Fee	\$5,428
Improvement Fee	\$5,043
Compliance Fee (1.3%)	\$137
<b>Total System Development Charge per MCE</b>	<b>\$10,608</b>

## SCHEDULE OF SDCS

In order to impose water SDCs on an individual property, the number of MCEs is determined by the size of the property's water meter. The MCE calculation used is based on AWWA flow factors as shown in **Exhibit 9** where one MCE is a 5/8" x 3/4" meter.

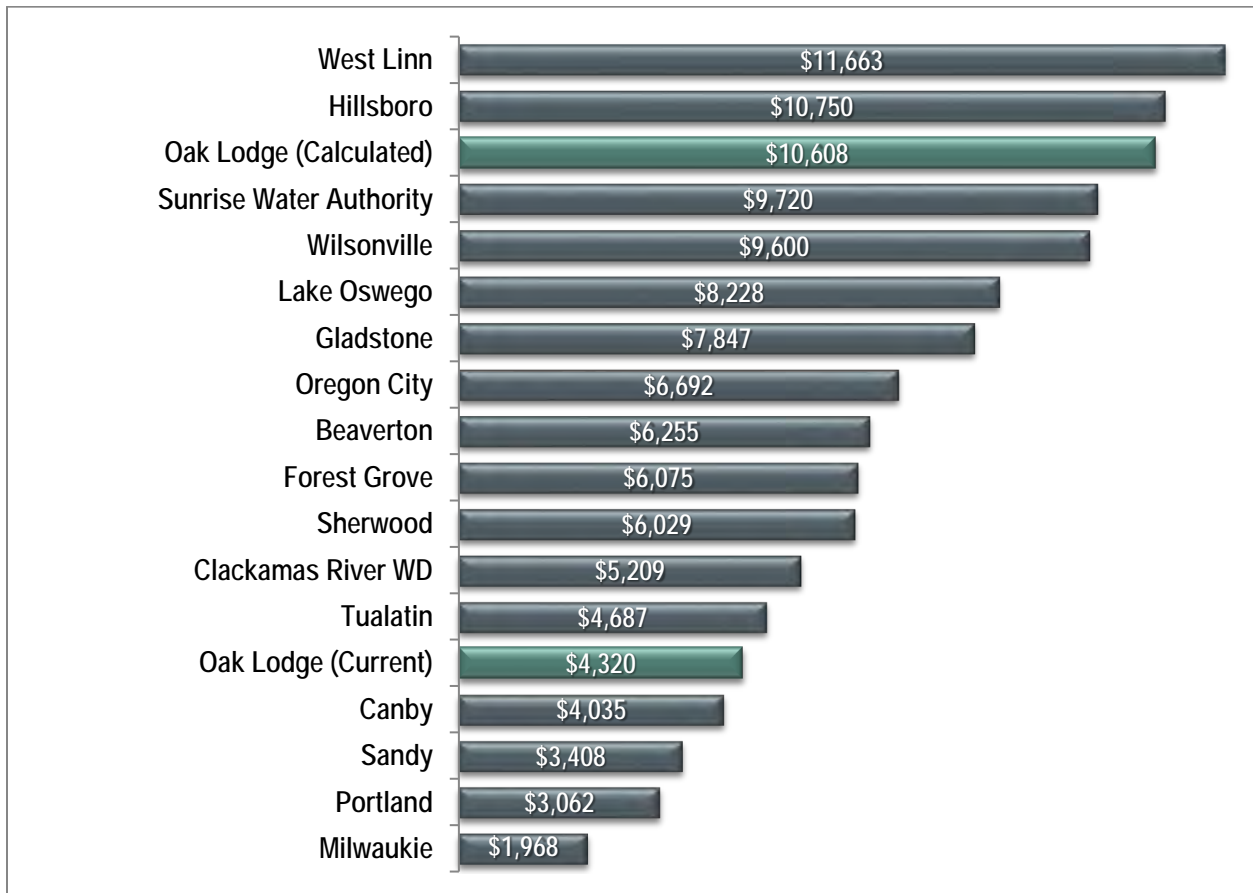
Exhibit 9: Water SDC Schedule

Meter Size	Flow Factor	Calculated SDC	Current SDC	Change
5/8" x 3/4"	1.0	\$10,608	\$4,320	+\$6,288
3/4"	1.5	\$15,912	\$6,480	+\$9,432
1"	2.5	\$26,521	\$10,800	+\$15,721
1 1/2"	5.0	\$53,042	\$21,595	+\$31,447
2"	8.0	\$84,867	\$34,555	+\$50,312
3"	16.0	\$169,733	\$69,110	+\$100,623
4"	25.0	\$265,208	\$107,985	+\$157,223
6"	50.0	\$530,416	\$215,970	+\$314,446
8"	80.0	\$848,666	\$345,550	+\$503,116
10"	115.0	\$1,219,958	\$496,730	+\$723,228

## COMPARISONS

**Exhibit 10** shows how the District's current and calculated 5/8" x 3/4" water SDCs compare with SDCs adopted by other water utilities.

Exhibit 10: Regional Comparison



## SDC IMPLEMENTATION

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### FUNDING PLAN

The SDCs calculated in this report represent our opinion of the maximum water SDCs that the District can legally charge. However, even if the District imposes the full, calculated charge, the SDC will generate only 28 percent of the funds needed to complete the full project list, as shown in **Exhibit 11**.

Exhibit 11: Funding Plan

Capital Funding Plan	\$	%
<b>Requirements</b>		
Capital Improvement Plan	\$ 24,050,600	99.6%
Compliance Costs	87,406	0.4%
<b>Total Requirements</b>	<b>\$ 24,138,006</b>	<b>100.0%</b>
<b>Resources</b>		
System Development Charges	\$ 6,767,904	28.0%
Other District Resources	17,370,102	72.0%
<b>Total Resources</b>	<b>\$ 24,138,006</b>	<b>100.0%</b>

The District is under no legal obligation to impose the full, calculated SDC. However, the District should be aware that any discounting or phase-in period that reduces SDC revenue will increase the funding requirement from other resources.

## CREDITS

A credit is a reduction in the amount of the SDC for a specific development. ORS 223.304 requires that SDC credits be issued for the construction of a qualified public improvement which is: required as a condition of development approval; identified in the District’s adopted SDC project list; and either “not located on or contiguous to property that is the subject of development approval,” or located “on or contiguous to such property and is required to be built larger or with greater capacity than is necessary for the particular development project . . .”

Additionally, a credit must be granted “only for the cost of that portion of an improvement which exceeds the minimum standard facility size or capacity needed to serve” the particular project up to the amount of the improvement fee. For multi-phase projects, any “excess credit may be applied against SDCs that accrue in subsequent phases of the original development project.”

## INDEXING

Oregon law (ORS 223.304) also allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

We recommend that the District index its charges to the *Engineering News Record* Construction Cost Index for the City of Seattle and adjust its charges annually. There is no comparable Oregon-specific index.

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

## A. Rates/Service Charges

### 1. Water Service

#### a. Residential Service

##### i. Rate per hundred cubic feet of water (CCF) per **billing cycle** (2 months)

Block 1 (Lifeline)

Block 2 (Main)

Block 3 (Conservation)

Usage Bracket	Rate
1-10 CCF	\$ 1.22
11-50 CCF	\$ 1.65
51+ CCF	\$ 1.94

##### ii. Fixed rate per meter size per **billing cycle** (2 months)

20 gallons per minute (GPM)

30 gallons per minute (GPM)

Meter Size	Rate
5/8" x 3/4"	\$ 37.14
Full 3/4"	\$ 55.70

#### b. Large Residential, Commercial, and Industrial Service

##### i. Rate per hundred cubic feet of water (CCF) per **month**

All services

Usage Bracket	Rate
All usage	\$ 1.72

##### ii. Fixed rate per meter size per **month**

Meter Size	Rate
1"	\$ 32.68
1.5"	\$ 56.29
2"	\$ 83.34
3"	\$ 157.66
4"	\$ 247.76
6"	\$ 472.99
8"	\$ 765.78
10"	\$ 1,081.07

#### c. Fire Line Service

##### i. Fixed rate per meter size per **month**

Meter Size	Rate
3/4"	\$ 18.56
1"	\$ 25.90
1.5"	\$ 37.14
2"	\$ 51.77
3"	\$ 88.98
4"	\$ 135.15
6"	\$ 252.21
8"	\$ 382.89
10"	\$ 549.56

##### ii. Rate per hundred cubic feet of water (CCF)

Block A

Block B

Usage Bracket	Rate
1 CCF	Fixed rate/meter
2+ CCF	\$ 1.72

#### d. Water Service Backflow Assembly Testing Program

##### i. Fixed rate per device per **year**

Device Size	Fee
0.5" - 2"	\$ 22.00
2.5"-4"	\$ 32.00
6"-12"	\$ 42.00

##### ii. Administration Late Fee

\$ 25.00

##### iii. Confined Space Entry Charge per Vault (applies to devices in vaults)

\$ 25.00

##### iv. Confined Space Pumping Charge per Minute (applies to vaults filled with water)

\$ 0.84

##### v. Repairs and/or Replacements performed by District's Contractor

Contracted parts and labor

Actual cost

### 2. Wastewater Collection and Treatment

#### a. Fixed rate per Equivalent Dwelling Unit (EDU) per **month**

\$ 40.97

#### b. Rate per hundred cubic feet (CCF) of average winter water consumption per **month**

\$ 2.37

### 3. Watershed Protection

#### a. Fixed rate per Equivalent Service Unit (ESU) per **month**

\$ 9.51

#### b. Stormwater Facility Maintenance Surcharge per ESU per **month**

\$ 4.75



# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

	Effective <del>7/1/2020</del> 1/19/2021
<b>4. Administration</b>	
a. Interest penalty on delinquent utility billing service charges	12.00%
b. NSF check/payment fee	\$ 25.00
c. Water service disconnect notification (Red Tag) fee	\$ 7.00
d. Water service disconnect fee (for nonpayment)	\$ 25.00
e. After Hours turn on fee	\$ 100.00
f. Hydrant meter deposit	\$ 3,000.00
Water usage will be billed against the meter deposit and any remaining balance will be returned to the user	
g. Hydrant use permit	\$ 50.00
h. Title search fee	\$ 25.00
i. Lock replacement fee - if lock is cut on meter	\$ 125.00
j. Public Record Requests	
i. Photocopies per page/side	VARIOUS
Letter (8.5x11)	
- Black and White Copies	\$ 0.25
- Color Copies	\$ 0.50
Legal (8.5x14)	
- Black and White Copies	\$ 0.35
- Color Copies	\$ 1.00
Tabloid (11x17)	
- Black and White Copies	\$ 0.50
- Color Copies	\$ 1.50
Large Format (Larger than 11x17)	Based on Size and Complexity
ii. Electronic Copies	
Flash Drive (up to 32 GB)	\$ 10.00
iii. Archive Retrieval Fees	
Base Charge per Trip	\$ 75.00
Charge per Box	\$ 5.00
iv. Record Research & Processing	
Staff time up to 30 minutes	No Cost
Staff time over 30 minutes in half hour increments	Labor Rate
 <b>B. <u>Fats, Oils, Grease Program Fees</u></b>	
1. Wastewater Collection System Line Maintenance Fees	
a. Utility Worker Labor Rate per Hour	\$ 94.00
b. Utility Truck Rate per Truck per Hour	\$ 30.00
c. Hydro Cleaner Rate per Truck per Hour	\$ 85.00
d. Vactor Rate per Truck per Hour	\$ 120.00
e. CCTV Van Rate per Truck per Hour	\$ 200.00
 <b>C. <u>Industrial Wastewater Pretreatment Program Fees</u></b>	
1. Wastewater Discharge Permit Application and Review Fee	
a. Upon issuance	\$ 1,500.00
b. Upon each anniversary date of permit issuance	\$ 1,500.00
2. Significant Industrial User Fee (DEQ Pass-through)	
a. Upon issuance	\$ 537.00
b. Upon each anniversary date of permit issuance	\$ 537.00
3. Monitoring and Inspection Fee	\$ 150.00
a. Laboratory costs	Actual cost
4. Accidental Discharge Fee	\$ 850.00
5. Industrial Pretreatment Permit Appeal Fee	\$ 2,000.00

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

**D. Permit and Development Review Fees**

1.	Utility Connection Permit		\$ 200.00
	a. Plan Review (per EDU or ESU)		\$ 310.00
	b. Initial Inspection - water and sewer only		Per Section E
	c. Additional Inspections - water and sewer only		
2.	Site Development Permit		
	a. Plan Review - greater of	minimum	\$ 955.00
	or		2.5% of Engineer's Estimate
	or		\$200 per EDU or ESU
	b. Initial Inspection - Water and Wastewater - greater of	minimum	\$ 500.00
	or		2.5% of Engineer's Estimate
	c. Additional Inspections - Water and Wastewater		Per Section E
	d. Initial Inspection - Surface Water - greater of	minimum	\$ 500.00
	or		2.5% of Engineer's Estimate
	e. Additional Inspections - Surface Water		Per Section E
3.	Post-Approval Plan Review and/or Design Review (Modifications to Approved Plans)		50% of original plan review fee
	a. Plan Review (minimum)		
4.	Erosion Prevention and Sediment Control (less than one acre)		
	a. Plan Review		\$ 200.00
	b. Surface Water Inspection (one initial, one monthly, and one final)		
	i. 1200 CN (lots or projects with disturbance areas 1-5 acres)		\$ 310.00
	ii. Plan Review Minimum Base Fee for 1 acre		\$ 460.00
	iii. Additional fee per acre		\$ 310.00
	c. Initial Inspection - other		\$ 310.00
	d. Additional Inspection - other		Per Section E

**E. Additional and After-Hours Inspections**

1.	Additional Inspection Fee Rate per Hour		\$ 138.00
	Minimum two hour charge		\$ 275.00
2.	Additional Inspection Fee Rate per Hour - After Hours		\$ 170.00
	Minimum two hour charge		\$ 340.00

**F. Connection/Hook-up/Meter Set Fees**

1.	Wastewater Connection Fee/Hook-up Fee (Municipal Customers Only)		\$ 5,165.00
2.	Water Meter Set Fee	<b>Meter Size</b>	<b>Meter Set Fee</b>
		5/8"x3/4"	\$ 454.00
		Full 3/4"	\$ 454.00
		1"	\$ 569.00
		1.5"	\$ 1,016.00
		2"	\$ 1,116.00
		3"-10"	Actual cost
3.	Tapping Fee	<b>Tap Size</b>	<b>Tapping Fee</b>
		3/4"	\$ 320.00
		1"	\$ 340.00
		1.5" and 2"	\$ 810.00
		3" - 10"	Approved Contractor
4.	Request for Meter Relocations		Two times Meter Set Fee

# Oak Lodge Water Services District Schedule of Rates, Fees, and Other Charges

Effective ~~July 1, 2020~~ January 19, 2021

Effective  
~~7/1/2020~~ 1/19/2021

**G. System Development Charges (SDC)**

1. Watershed Protection SDC per ESU
2. Wastewater SDC per EDU
3. Water Distribution SDC per water meter

\$ -  
\$ 5,165.00

Meter Size	SDC	
5/8"x3/4"	<del>\$ 4,363.20</del>	\$ 10,608.00
Full 3/4"	<del>\$ 6,544.80</del>	\$ 15,912.00
1"	<del>\$ 10,908.00</del>	\$ 26,521.00
1.5"	<del>\$ 21,810.95</del>	\$ 53,042.00
2"	<del>\$ 34,900.55</del>	\$ 84,867.00
3"	<del>\$ 69,801.10</del>	\$ 169,733.00
4"	<del>\$ 109,064.85</del>	\$ 265,208.00
6"	<del>\$ 218,129.70</del>	\$ 530,416.00
8"	<del>\$ 349,005.50</del>	\$ 848,666.00
10"	<del>\$ 501,697.30</del>	\$ 1,219,958.00

4. Requests for meter size upgrades

Diff in SDC's as  
listed



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Sarah Jo Chaplen, General Manager
<b>Title</b>	Consideration of Intergovernmental Agreement Extension with the City of Gladstone
<b>Item No.</b>	12
<b>Date</b>	December 15, 2020

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### Summary

To authorize the General Manager to execute an extension to the interim Sanitary Sewer Treatment Agreement Between City of Gladstone and Oak Lodge Water Services District ("Interim Sewer IGA").

### Past Board Actions

On January 15, 2019, the Board approved the Interim Sewer IGA. The City of Gladstone ("Gladstone") approved the agreement that same month.

On September 17, 2019, the Board authorized the General Manager to execute a six-month extension to the Interim Sewer IGA.

On June 16, 2020, the Board authorized the General Manager to execute an additional six-month extension to the Interim Sewer IGA.

### Background

Oak Lodge Water Services District ("OLWSD") and Gladstone have a long history of coordinating the operation of the respective water and sanitary sewer collection systems. In 1971, the two entities executed an agreement governing the interconnection between OLWSD's and Gladstone's sanitary systems. That agreement established the manner in which OLWSD would charge Gladstone for the portion of the city's waste water that flows to OLWSD's treatment plant. The Interim Sewer IGA approved in 2019 was intended, in part, to memorialize the manner in which the parties would continue to implement the 1971 agreement, and it established a more specific methodology by which the parties determine the charges required under that agreement.

The initial term of the Interim Sewer IGA was one year. The parties chose to have a shorter term than usual because they were planning to renew discussions to develop a new global intergovernmental agreement that will address both water service delivery and sanitary service delivery in terms of general ownership and management. Those

discussions took longer to get underway than expected, and the parties subsequently extended the Interim Sewer IGA. The Interim Sewer IGA expires January 15, 2021 if it is not extended.

The parties' desire is to have the new global IGA replace the Interim Sewer IGA and all other agreements between OLWSD and Gladstone. Discussions for the new IGA have been productive, but they involve major deal points that are likely to take more time for working out specific details. Staff is therefore recommending a third extension to the Interim Sewer IGA to allow those discussions to continue without disrupting the current coordination that exists. Unlike prior extensions, OLWSD and City staff are both recommending that the extension allow for automatic renewals of the agreement until the global IGA is in place.

### **Concurrence**

The District's legal counsel team has reviewed the extension and will be available to answer questions from the Board.

### **Recommendation**

Staff recommends the Board authorize an extension of the Interim Sewer IGA to allow OLWSD and Gladstone to continue negotiating the terms of a global IGA without disruption of the parties' existing coordination efforts.

### **Alternatives to Recommendation**

The Board can approve the extension of the Interim Sewer IGA.

The Board can decline to decline the extension of the Interim Sewer IGA and that agreement will terminate on January 15, 2021.

### **Suggested Board Motion**

*"I move to authorize the General Manager to sign the Third Amendment to the Sanitary Sewer Treatment Agreement between Oak Lodge Water Services District and the City of Gladstone."*

### **Attachments**

1. Interim Sewer IGA
2. Third Amendment to Interim Sewer IGA

## Sanitary Sewer Treatment Agreement

Between

City of Gladstone

and

Oak Lodge Water Services District

This Sanitary Sewer Treatment Agreement (the "Agreement") is made as of the date of the final signature below, by and between the City of Gladstone, an Oregon municipal corporation ("City") and Oak Lodge Water Services District, a consolidated Oregon water district and sanitary district organize under ORS Chapters 264 and 450 ("Oak Lodge"). The City and Oak Lodge are referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. The City and Oak Lodge each own and operate a sanitary sewer collection system within their respective territorial jurisdictions.
- B. Portions of the City's sanitary sewer collection system (the "Gladstone System") and Oak Lodge's sanitary sewer collection system (the "Oak Lodge System") are interconnected.
- C. Sanitary waste from both the Gladstone System and the Oak Lodge System flow to Oak Lodge's wastewater treatment plant where Oak Lodge treats the waste.
- D. The City, Oak Lodge Sanitary District, and Oak Lodge Sanitary District No.2 executed that certain Interim Agreement, dated September 14, 1971, attached hereto as Exhibit A (the "Interim Agreement").
- E. Oak Lodge is the successor district to Oak Lodge Sanitary District and Oak Lodge Sanitary District No.2 with respect to the Interim Agreement.
- F. The Parties desire to memorialize the manner in which they will implement the Interim Agreement and to establish the methodology by which they will determine the charges required by the Interim Agreement until such time the Interim Agreement is amended or until such time the Parties execute a new agreement for a similar purpose.

### AGREEMENT

Based on the foregoing Recitals, which are incorporated here by this reference, and the mutual covenant of the Parties herein, the Parties agree as follows:

1. Monthly Service Charge
  - a. The Parties hereby confirm that the City has not installed a metering system to measure the volume of sewage passing from the City into Oak Lodge System as contemplated in Paragraph 1 of the Interim Agreement.
  - b. Pursuant to Paragraph 1 of the Interim Agreement, the Parties have determined that the Monthly Service Charge will be the "Wastewater Collection and

Treatment” service charge established by Oak Lodge as part of its fee schedule in Resolution 18-12, attached hereto as Exhibit B.

- c. Oak Lodge will provide written notice to the City at least sixty (60) days prior to any potential increase in Oak Lodge’s Wastewater Collection and Treatment service charge applicable to any municipality that uses Oak Lodge as the service provider for sanitary wastewater treatment.

## 2. Hook-Up Fee

- a. For the purposes of this Agreement, the Parties agree that the amount of the Hook-Up Fee should be determined using the same methodology Oak Lodge uses for establishing its system development charge, which is currently based on the cost to Oak Lodge of providing the treatment service to each “equivalent dwelling unit” and which does not take into account any costs associated with conveying sanitary sewage to the wastewater treatment plant. Notwithstanding the foregoing, Oak Lodge reserves the right to modify its system development charge to include a conveyance component, will notify the City prior to any such changes, and provide an opportunity to the City to comment on such changes.
- b. The Parties agree that the specific amount of the Hook-Up Fee will be the amount identified as the “Connection Fee / Hook-up Fee” established by Oak Lodge as part of its fee schedule in Resolution 18-12, attached hereto as Exhibit B.
- c. Oak Lodge will provide written notice to the City at least sixty (60) days prior to any increase in Oak Lodge’s Connection Fee / Hook-up Fee applicable to any municipality that uses Oak Lodge as the service provider for sanitary wastewater treatment. Unless otherwise agreed to by the Parties, any such increase must be based on a similar methodology used for the current fee.

## 3. City Pass Through of Charges

- a. The Parties acknowledge that the City has, and will continue to, pass the charges established by the Interim Agreement and this Agreement through to the specific customers in the City whose use of the Gladstone System results in the charges paid to Oak Lodge.
- b. The City has the authority to impose all charges by virtue of Gladstone Municipal Code Chapter 13.12.
- c. Oak Lodge shall defend and indemnify the City against any third party claim :
  - i. related to Oak Lodge’s Wastewater Collection and Treatment service charge; and
  - ii. related to Oak Lodge’s Connection Fee / Hook-up Fee.
  - iii. Subsection (i) and (ii) include, but are not limited to, Oak Lodge’s ability or authority to charge the amounts in subsection (i) or (ii) to the City.

Notwithstanding the foregoing, the defense and indemnity required by this section shall not extend to the portion of any claim challenging the City’s authority to pass through any charges or fees to a specific customer.

4. Miscellaneous

- a. Except as set forth in the express terms of this Agreement, nothing herein shall be deemed to amend or otherwise modify the terms of the Interim Agreement.
- b. This Agreement shall be subject to the laws of the State of Oregon.
- c. This Agreement may be signed in counterparts.

5. Term.

This Agreement is effective upon execution and shall remain in effect until the parties execute a global intergovernmental agreement regarding ownership and management of the Gladstone System and the Oak Lodge System, or twelve (12) months from the effective date of this Agreement, whichever is sooner, unless the parties agree in writing to extend the Agreement.

6. Effect of Expiration

If this Agreement expires, the sole document governing the relationship between the parties regarding the matter discussed herein is the Interim Agreement.

IN WITNESS WHEREOF, the Parties having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the date this Agreement is fully executed.



CITY OF GLADSTONE

By: *Jacqueline M. Betz*  
Print Name:

Print Title:

Date:

OAK LODGE WATER SERVICES DISTRICT

By: *Sam D. A. Chaplen*  
Print Name: *SAM D. A. CHAPLEN*

Print Title: *GENERAL MANAGER*

Date: *01/15/19*



Third Amendment to  
Sanitary Sewer Treatment Agreement

Between

City of Gladstone

and

Oak Lodge Water Services District

This third amendment (“Third Amendment”) is an amendment to the Sanitary Sewer Treatment Agreement, effective January 15, 2019 (the “Agreement”), between the City of Gladstone (“City”) and Oak Lodge Water Services District (“Oak Lodge”). The City and Oak Lodge are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Section 5 of the Agreement expressly allows the Parties to extend the term of the Agreement.
- B. The Parties previously amended the Agreement to extend the Term of the Agreement to July 15, 2020 and then again to January 15, 2021.
- C. The Parties desire to extend the term of the Agreement and execute this Third Amendment for that purpose.

AGREEMENT

- 1. The Agreement shall remain in effect until the parties execute a global intergovernmental agreement regarding ownership and management of the Gladstone System and the Oak Lodge System, as those terms are defined in the Agreement, or until one of the Parties gives thirty (30) days’ notice of an intent to allow the Agreement to expire pursuant to Section 6 of the Agreement.
- 2. Except as provided above, this Third Amendment does not make any other changes to the Agreement.

IN WITNESS WHEREOF, the Parties having read the foregoing and intending to be legally bound hereby, have executed this Third Amendment as of the date this Third Amendment is fully executed.

CITY OF GLADSTONE

OAK LODGE WATER SERVICES  
DISTRICT

By:

By:

Print Name:

Print Name:

Print Title:

Print Title:

Date:

Date:



## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	Gail Stevens, Finance Director
<b>Title</b>	Business Oregon Infrastructure Bond Refunding
<b>Item No.</b>	13
<b>Date</b>	December 8, 2020 for December 15, 2020 Meeting

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### Summary

In 2010, the District obtained a loan in the principal amount of \$6,977,987 from the Oregon Infrastructure Finance Authority of the Business Development Department, now Business Oregon. The loan was funded in part through issuance of Oregon Bond Bank Revenue Bonds. The State is in the process of refunding its bonds and issuing new bonds at a lower rate. The District has the opportunity to capture the benefit of the refunding by modifying the terms of its loan to reflect the reduced interest rate.

### Background

The District was contacted by Business Oregon to participate in the Refunding of Bond issue W10001, revenue bonds that funded OLWSD's Infrastructure Financing Authority (IFA) loan. Refunding involves issuing new bonds at a lower interest rate to retire old higher-rate bonds. Business Oregon is anticipating the issuance of the refunding bonds in February 2021, depending on the availability of low interest rates at that time.

The current balance on OLWSD's original IFA loan is \$4,496,846. Based on the market conditions as of October 2020, if this amount is included in the State's refunding, Business Oregon estimates a net present value of principal savings of 12.06% or \$445,755. The State would pass these savings on to the District at no cost.

The savings will be recognized over the remaining 10 years of this loan through a reduced interest rate and lower loan payments. To accomplish this, the District and the State would revise those terms of the existing IFA loan.

The District's only other option is to prepay the current balance of the IFA loan. Prepayment is not currently budgeted.

To begin the loan modification process, Business Oregon requires the District to pass an authorizing resolution. Resolution No. 2020-16 serves that purpose, and also authorizes the General Manager to execute new loan documents.

**Recommendation**

Staff recommends the Board approve Resolution No. 2020-16.

**Suggested Board Motion**

*"I move to approve Resolution No. 2020-16 authorizing the District to participate in the State's refund of IFA Bond W10001."*

**Attachments**

1. Resolution No. 2020-16

## OAK LODGE WATER SERVICES

### RESOLUTION NO. 2020-16

#### **A RESOLUTION AUTHORIZING REFUNDING OF A LOAN FROM THE WATER FUND WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY.**

**WHEREAS**, the Board of Directors (the “Governing Body”) of the Oak Lodge Water Services District (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Pursuant to Oregon Revised Statutes 285B.560 through 285B.599 (the “Act”), the Recipient obtained a loan (the “Loan”) in the principal amount of \$6,977,987 from the Oregon Infrastructure Finance Authority of the Business Development Department (“the Department”) through the Water Fund for the financing of a water treatment plant as a “water project” within the meaning of the Act by entering into a Loan Agreement Project Number W10001 with the Department effective on or about August 31, 2010 (the “Loan Agreement”) and executing a Promissory Note dated August 31, 2010 (the “Note”) representing the amounts due under the Loan.

C. The Department funded the Loan, in part, through the issuance of Oregon Bond Bank Revenue Bonds (the “State Bonds”) and passed the interest rates on the State Bonds through to the Loan, which are reflected in the Note.

D. Under current market conditions, refunding all or a portion of the outstanding State Bonds may produce debt service savings for the borrowers whose loans were funded by the State Bonds, including the Recipient.

E. The Recipient wishes to participate in the State’s refunding of the State Bonds in order to achieve debt service savings on the outstanding Loan.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE OAK LODGE WATER SERVICES BOARD OF DIRECTORS:**

**Section 1. Refunding Authorized.** The Governing Body authorizes the General Manager, or person designated by the General Manager to act on behalf of the Recipient (the “Authorized Officer”), to amend the Note by executing a revised payment schedule to the Note pursuant to Section 4 of the Loan Agreement (the “Amended Note”) and such other documents as may be required to refund the Loan to achieve debt service savings. The Authorized Officer is also authorized to further amend the existing documents with the Department to allow the Recipient to participate in the refunding.

**Section 2. Security.** Amounts due to the Department pursuant to the Loan Agreement and the Amended Note shall be determined by the Authorized Officer and may include

any sources legally available to the Recipient including wastewater revenues. The Authorized Officer is authorized to grant liens on wastewater revenues to secure amounts due to the Department and to take any action and execute any documents related to granting those liens.

**Section 3. Additional Documents.** The Authorized Officer is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to refund the Loan, amend any existing documents with the Department, or secure the amounts due to the Department as outlined in Section 2.

**Section 4. Tax-Exempt Status.** The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Authorized Officer may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the Department or their bond counsel to protect the tax-exempt status of such interest.

**Section 4. Resolution Effective Date.** This Resolution shall be in force and effect from and after passage by the Governing Body.

**INTRODUCED AND ADOPTED THIS 15th DAY OF DECEMBER 2020.**

OAK LODGE WATER SERVICES DISTRICT

By \_\_\_\_\_ By \_\_\_\_\_  
Kevin Williams, President Paul Gornick, Secretary/Vice President



## AGENDA ITEM

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<b>Title</b>	Call for Public Comment
<b>Item No.</b>	14
<b>Date</b>	December 15, 2020

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### 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.



## STAFF REPORT

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**To** Board of Directors  
**From** Gail Stevens, Finance Director  
**Title** Finance Department Monthly Report  
**Item No.** 15a  
**Date** December 2, 2020 for December 15, 2020 Meeting

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### 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

- The District's 2019/2020 audit results were presented by Moss Adams in agenda item number 8 at this meeting. Please see the separate Staff Report and Presentation for update.
- Staff has made significant progress in the past year on the FY2019 Audit Recommendations. The final update on that set of recommendations is below. Starting with the next report, remaining recommendations from this point on will be compiled with the new audit recommendations for reporting purposes.
- Meter project verification of the District's billing system is nearly completed as noted below.
- The District has started to replace large meters. As of October 2020, 56 meters have been replaced, with an increase in consumption reads of 35%.
- Year to date utility billing collection is 100.3% of billings.
- Accounts Receivables balance has decreased. Over the past four months there has been an increase of 93 delinquent accounts.

### FY2019 Audit Recommendations Status

As of this report 21 of the 24 recommendations are in place and complete, this is 87.5%. All remaining recommendations will be rolled into FY2020 for tracking purposes. The following work has been completed since the last status report:

- Purchase order workflow changes are complete in Springbrook. As of December 1, District staff were trained in creating purchase orders in Springbrook. All purchases, other than travel, are now required to have a PO before purchasing. The training included a reminder of procurement rules for each total cost tier: up to \$10,000, \$10,000 to \$150,000, and over \$150,000. All required procurement documentation is now to be included with the purchase order. This provides that

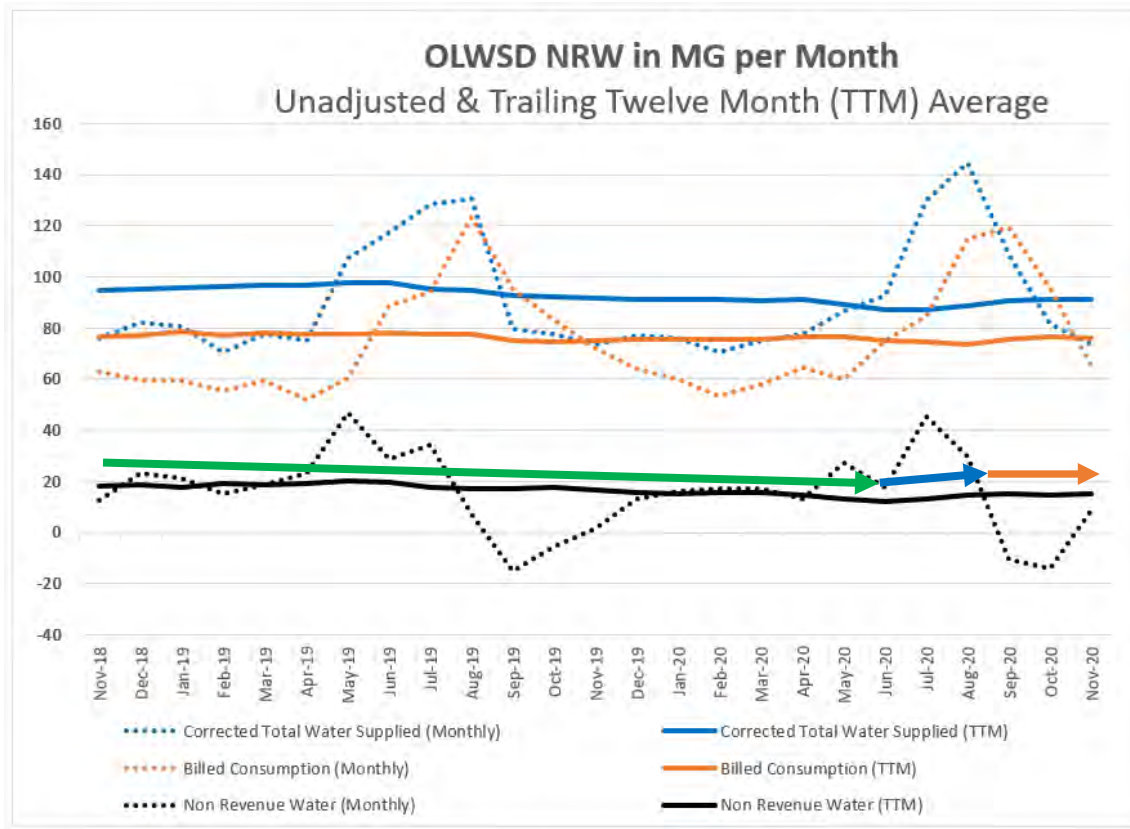


at each required approval level a review of all documents is attached. This includes Board Approval of purchases over \$50,000.

- Security access review for Springbrook has been completed as to access by designated groups, such as Managers. Individual users access review is underway. Completion is anticipated over the next 30 days, with Springbrook staff support and training.
- New Records drive has been established by the District Recorder. All contracts will be moved to this secure location with read only access to all staff except the District Recorder. Contract tracker, item number 27, is still on task for December 31. Even as legal documents continue to be located, a large majority have been reviewed and assembled.
- Recommendations 9 and 16 have been completed. Per conversations with Moss Adams, all labor, materials, and supplies are purchased directly for a capital project. Procured items do not run through inventory.

### Billing System and Non-Revenue Water

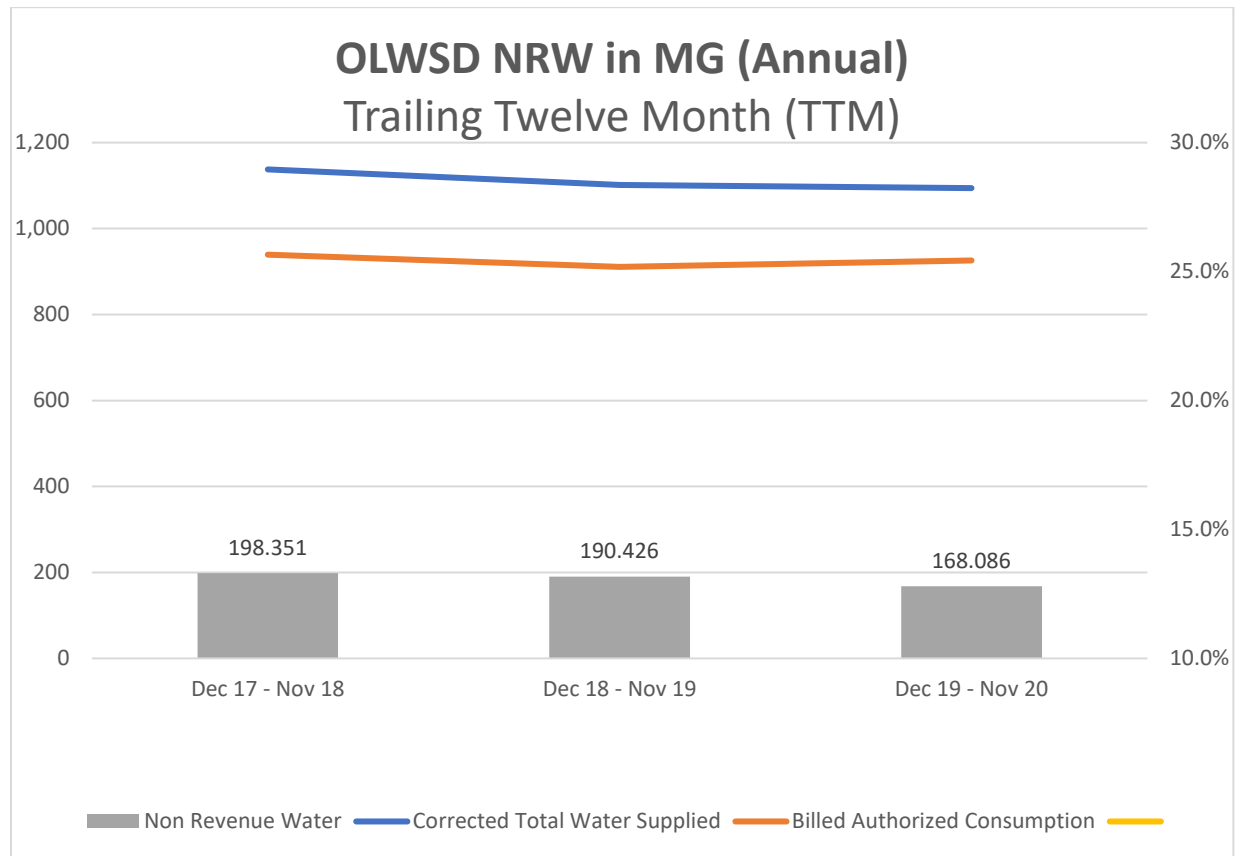
Starting with this report, the Non-Revenue Water monthly results will be included with the Finance Staff Report.



November results return the trend line to September 2020 results. The downward trend in October was not sustained. The trend line has now flattened after the slow rise experienced June through August.

Main breaks are one identifiable cause of Non-Revenue Water. In just the first 10 days of November, there have been 4 main breaks resulting in 0.4956 MG of Non-Revenue Water. Main breaks are common seasonally as weather temperatures rise or fall from day to day.

In reviewing the Trailing Twelve Months (TTM) for the prior three, there has been a solid decrease in non-revenue water over this timeframe.



The final step of the Billing System Verification is recalculation for two billing cycles. This work is planned after the audit work is completed.

Data from replaced large meters in October November 2020, 56 meters, sizes 1” – 3”, have been replaced with the following results:

- 56 of the 459 large meters (1” – 10”) in the District have been replaced. Majority of which were either aged over 20 years or were stuck meters, or both
- 108 reads out of 672 (56 meters x 12 reads), or 16.1%, were zero consumption reads. This is verification that the old meters were contributing to the Non-Revenue Water variance.

- Consumption billed has increased by 35% over the same period prior to replacement.
- There remains 14 large meters aged over 20 years to be replaced. All but 4 are 1" – 2" meters.

## Collections Rate

As the COVID State of Emergency continues, the District has kept a close eye on collections for Utility Billing. With the impacts from Oregon's Unemployment Department's delay of paying claims, and uncertainty in future CARES Act assistance, each District customer could be impacted in a variety of ways.

### Collection Rates

	August 2020	September 2020	October 2020	November 2020
Utility Billing Sales	\$ 1,117,848	\$ 1,280,284	\$ 1,189,434	\$ 1,235,730
Cash Receipts	1,100,072	1,145,389	1,359,437	1,227,297
% (Uncollected)	(1.6%)	(10.5%)	14.3%	(0.7%)

November collections exceeded the budgeted expectation of (2.0%) coming in at (0.7%) uncollected. The fiscal year-to-date collections is at 99.7% of utility billings.

## Accounts Receivable Review

The Accounts Receivable balances as of November 30, 2020 compared to October 31, 2020. These were the findings:

1. A/R Balance owed to OLWSD has decreased (\$184,059) since prior month-end.

A/R Balance	10/31/2020	11/30/2020
Bi-Monthly Residential	\$1,205,527	\$1,049,755
Large Meters	527,798	499,512
<b>Total</b>	<b>1,733,325</b>	<b>1,549,267</b>
	<b>Variance</b>	<b>(\$184,059)</b>
		<b>(10.6%)</b>

2. The total number of delinquent accounts has increased by 11 and the average balance per delinquent account has increased by 4.2%.

Delinquent Accounts	10/31/2020	11/30/2020
Over 60 Days	\$ 385,096	\$ 406,326
Number of Accounts	860	871
Average Balance per Acct.	\$ 448	\$ 467
		4.2%

- The number of accounts that are current, account paid in full within 30 days, has increased by 0.77% compared to prior month.

Account %	<u>10/31/2020</u>	<u>11/30/2020</u>
Current	81.35%	82.12%
30-60 Day Grace	5.21%	4.68%
Delinquent	9.32%	9.49%
Credit Balance	4.12%	3.70%

Due to the trend of delinquent accounts increasing from 778 accounts at 8/31/2020 to 871 accounts at 11/30/2020, staff is recommending moving forward with focused red-tags for customers in delinquent status who have not contacted the District to establish payment arrangements.

The District has been sending letters in place of red-tag water shut-off notices since March 2020. All billing cycles have received this letter advising customers to contact the District if they are experiencing financial hardship. The tables below provide a history of the number of accounts receiving a red-tag door hanger before the COVID-19 emergency and the number of accounts receiving the letter notice to contact the District since COVID19.

	<b>September 2019</b>	<b>November 2019</b>	<b>January 2020</b>	<b>March 2020</b>	<b>May 2020</b>	<b>July 2020</b>	<b>September 2020</b>	<b>November 2020</b>
<b>Cycle 1</b>	175	143	166	138	245	262	319	350
<b>Type</b>	Red Tag	Red Tag	Red Tag	Letter	Letter	Letter	Letter	Letter
	<b>August 2019</b>	<b>October 2019</b>	<b>December 2019</b>	<b>February 2020</b>	<b>April 2020</b>	<b>June 2020</b>	<b>August 2020</b>	<b>October 2020</b>
<b>Cycle 2</b>	117	158	147	116	197	208	270	272
<b>Type</b>	Red Tag	Red Tag	Red Tag	Red Tag	Letter	Letter	Letter	Letter

There are sufficient ECAP funds available to provide assistance to those who are impacted by COVID-19. A communications plan will need to be in place first before moving to the next stage. Staff is recommending implementing a new stage by the end of January, which is the current regular schedule of monthly communications for unpaid accounts.

### Attachments

- Checks by Date Report for November 2020
- Corrective Action Plan Matrix

Bank Reconciliation  
 Checks by Date  
 User: jeff  
 Printed: 12/04/2020 - 1:25PM  
 Cleared and Not Cleared Checks  
 Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
ACH Disbursement Activity							
0	11/1/2020	Chase		AP		11/ 2/2020	187,287.50
0	11/2/2020	Check Commerce		AP		11/ 3/2020	181.25
0	11/6/2020	Nationwide Retirement Solutions		AP		11/12/2020	1,993.04
0	11/6/2020	Oregon Department Of Revenue		AP		11/12/2020	8,188.22
0	11/6/2020	Public Employees		AP			29,761.90
0	11/6/2020	TSYS		AP		11/10/2020	8,540.01
0	11/6/2020	VALIC c/o JP Morgan Chase		AP		11/12/2020	3,920.40
0	11/6/2020	IRS Dept of The Treasury		AP		11/10/2020	29,069.59
0	11/6/2020	TSYS		AP		11/10/2020	1,642.77
0	11/6/2020	Oregon DOR - State Transit Tax		AP		11/12/2020	104.76
0	11/6/2020	Payroll Direct Deposit	DD 00001.11.2020	PR		11/ 6/2020	71,227.29
44537119	11/9/2020	Customer Refund	Ck#44537 Posting E	BRX		11/10/2020	-595.07
44537918	11/9/2020	Customer Refund	Ck#44537 Posting E	BRX		11/ 9/2020	595.07
0	11/11/2020	Wells Fargo Bank		AP		11/12/2020	1,873.04
17191113	11/13/2020	OR Dept of Justice, Div of Child Support	OR Dept of Justice ,	BRX		11/13/2020	937.30
0	11/20/2020	Oregon DOR - State Transit Tax		AP		11/24/2020	112.45
0	11/20/2020	OR Dept of Justice, Div of Child Support		AP			1,874.60
0	11/20/2020	Public Employees		AP			31,861.54
0	11/20/2020	IRS Dept of The Treasury		AP		11/23/2020	31,087.34
0	11/20/2020	Nationwide Retirement Solutions		AP		11/24/2020	1,993.04
0	11/20/2020	VALIC c/o JP Morgan Chase		AP		11/24/2020	3,888.91
0	11/20/2020	Oregon Department Of Revenue		AP		11/24/2020	9,097.75
0	11/20/2020	Payroll Direct Deposit	DD 00002.11.2020	PR		11/20/2020	75,912.83
17191120	11/20/2020	OR Dept of Justice, Div of Child Support	OR Dept of Justice ,	BRX			-1,874.60
17191121	11/20/2020	OR Dept of Justice, Div of Child Support	OR Dept of Justice ,	BRX		11/25/2020	937.30
15401123	11/23/2020	Wells Fargo Remittance Center	Wells Fargo Credit (	BRX		11/23/2020	7,380.70
15401124	11/23/2020	Wells Fargo Remittance Center	Wells Fargo Credit (	BRX			-7,380.70
0	11/23/2020	Wells Fargo Remittance Center	Wells Fargo Credit (	BRX			7,380.70
0	11/24/2020	Zions Bank		AP		11/24/2020	638,100.30
0	11/25/2020	Public Employees		AP		11/25/2020	552,000.00
14181130	11/30/2020	Public Employees	PERS Adjustment	BRX		11/30/2020	-0.09
ACH Disbursement Activity Subtotal							1,697,099.14
Voided ACH Activity							0.00
Adjusted ACH Disbursement Activity Subtotal							1,697,099.14

Paper Check Disbursement Activity

44718	11/10/2020	ADT Security Services		AP		11/18/2020	515.40
44719	11/10/2020	AFSCME Council 75		AP		11/17/2020	789.15
44720	11/10/2020	Aks Engineering & Forestry		AP		11/12/2020	7,924.45
44721	11/10/2020	Alexin Analytical Laboratories, Inc.		AP		11/13/2020	3,702.00
44722	11/10/2020	Apex Labs		AP		11/13/2020	2,640.00
44723	11/10/2020	Apsco, LLC		AP		11/16/2020	5,920.33
44724	11/10/2020	Brown and Caldwell		AP		11/13/2020	2,037.75
44725	11/10/2020	Cascadia Backflow		AP		11/17/2020	3,790.20
44726	11/10/2020	Cavanaugh & Associates. PA		AP		11/17/2020	2,250.00
44727	11/10/2020	CDR Labor Law, LLC		AP		11/16/2020	7,383.00
44728	11/10/2020	Century Link		AP		11/16/2020	913.34
44729	11/10/2020	Cessco, Inc		AP		11/16/2020	116.95
44730	11/10/2020	Cintas Corporation - 463		AP		11/16/2020	536.31
44731	11/10/2020	City Of Gladstone		AP		11/17/2020	236.75
44732	11/10/2020	City Of Milwaukie		AP		11/13/2020	1,738.11
44733	11/10/2020	Clackamas County		AP		11/17/2020	7,914.63

## Bank Reconciliation

Checks by Date

User: jeff

Printed: 12/04/2020 - 1:25PM

Cleared and Not Cleared Checks

Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
44734	11/10/2020	Clackamas County		AP		11/17/2020	3,284.34
44735	11/10/2020	Coastal Farm & Home Supply		AP		11/17/2020	899.89
44736	11/10/2020	Cochran Inc.		AP		11/13/2020	20,917.00
44737	11/10/2020	Consolidated Supply Co.		AP		11/12/2020	12,079.54
44738	11/10/2020	Craig Blackman Trucking		AP		11/24/2020	1,401.99
44739	11/10/2020	Cues, Inc		AP		11/16/2020	8,825.00
44740	11/10/2020	Detemple Company, Inc.		AP		11/13/2020	814.00
44741	11/10/2020	Dick's Color Center		AP			65.20
44742	11/10/2020	Dr. Lance F. Harris D.C.		AP		11/12/2020	90.00
44743	11/10/2020	Ferguson Enterprises, Inc.		AP		11/16/2020	14.18
44744	11/10/2020	Gc Systems, Inc.		AP		11/20/2020	10,463.00
44745	11/10/2020	General Equipment Company		AP		11/17/2020	87.04
44746	11/10/2020	Grainger, Inc.		AP		11/13/2020	1,107.44
44747	11/10/2020	Granich Engineered Products, Inc		AP		11/16/2020	619.35
44748	11/10/2020	J. Thayer Company		AP		11/13/2020	2,275.45
44749	11/10/2020	Lord & Associates, Inc.		AP		11/17/2020	448.00
44750	11/10/2020	Maverick Welding Supplies Inc		AP		11/16/2020	22.27
44751	11/10/2020	Metro		AP		11/12/2020	480.00
44752	11/10/2020	Metro Overhead Door		AP		11/13/2020	553.00
44753	11/10/2020	Mike Patterson Plumbing Inc		AP		11/13/2020	2,235.00
44754	11/10/2020	Mueller Co		AP		11/13/2020	3,494.40
44755	11/10/2020	murraysmith		AP		11/13/2020	7,088.33
44756	11/10/2020	Napa Auto Parts		AP		11/16/2020	4.49
44757	11/10/2020	NCCWC		AP		11/12/2020	79,907.59
44758	11/10/2020	Net Assets Corporation		AP		11/12/2020	725.00
44759	11/10/2020	North Clackamas Urban Watershed Council		AP		11/25/2020	15,493.61
44760	11/10/2020	Northwest Natural		AP		11/16/2020	714.76
44761	11/10/2020	OCD Automation, Inc.		AP		11/17/2020	6,125.00
44762	11/10/2020	Olson Bros. Service, Inc.		AP		11/18/2020	2,293.51
44763	11/10/2020	One Call Concepts, Inc.		AP		11/18/2020	719.76
44764	11/10/2020	Pacific Power Group, LLC		AP		11/16/2020	2,585.00
44765	11/10/2020	Pamplin Media Group		AP		11/17/2020	84.28
44766	11/10/2020	Portland Engineering Inc		AP		11/20/2020	240.00
44767	11/10/2020	Portland General Electric		AP		11/16/2020	22,979.63
44768	11/10/2020	R & L Services Inc.		AP		11/20/2020	54.90
44769	11/10/2020	Raymond Handling Concepts Corporation		AP		11/17/2020	19,706.90
44770	11/10/2020	SDAO		AP		11/16/2020	4,525.00
44771	11/10/2020	Seattle Ace Hardware		AP		11/19/2020	304.08
44772	11/10/2020	Springbrook Holding Company LLC		AP		11/20/2020	929.50
44773	11/10/2020	Employment Tax State of Oregon - Employment Department		AP		11/17/2020	6,396.44
44774	11/10/2020	Tice Electric Company		AP		11/25/2020	4,482.70
44775	11/10/2020	Unifirst Corporation		AP		11/18/2020	2,374.06
44776	11/10/2020	Verizon Wireless		AP		11/16/2020	2,445.71
44777	11/10/2020	Waste Management Of Oregon		AP		11/18/2020	771.70
44778	11/10/2020	Employee Business Expense Reimbursement		AP		11/13/2020	171.00
44779	11/16/2020	AFLAC		AP		11/20/2020	905.72
44780	11/16/2020	Apex Labs		AP		11/23/2020	3,797.00
44781	11/16/2020	AWWA		AP		11/20/2020	2,269.00
44782	11/16/2020	Ballard Marine Construction		AP		11/18/2020	6,535.00
44783	11/16/2020	BMS Technologies		AP		11/18/2020	3,601.28
44784	11/16/2020	Bureau Of Labor And Industries		AP		11/20/2020	328.78
44785	11/16/2020	CDR Labor Law, LLC		AP		11/20/2020	11,521.00
44786	11/16/2020	Cintas Corporation - 463		AP		11/23/2020	892.38
44787	11/16/2020	City Of Gladstone		AP			5,460.23
44788	11/16/2020	Clackamas County		AP			2,953.58
44789	11/16/2020	Convergence Networks		AP		11/20/2020	535.50
44790	11/16/2020	Detemple Company, Inc.		AP		11/20/2020	326.00

Bank Reconciliation  
 Checks by Date  
 User: jeff  
 Printed: 12/04/2020 - 1:25PM  
 Cleared and Not Cleared Checks  
 Print Void Checks

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
44791	11/16/2020	Dr. Lance F. Harris D.C.		AP		11/20/2020	90.00
44792	11/16/2020	Ferguson Enterprises, Inc.		AP		11/20/2020	994.50
44793	11/16/2020	Government Ethics Commission		AP			768.41
44794	11/16/2020	Hach Company		AP		11/20/2020	95.89
44795	11/16/2020	HealthEquity		AP		11/20/2020	90.50
44796	11/16/2020	Horner Enterprises, Inc.		AP		11/18/2020	5,933.55
44797	11/16/2020	J. Thayer Company		AP		11/19/2020	151.54
44798	11/16/2020	McFarlane's Bark, Inc.		AP		11/19/2020	34.65
44799	11/16/2020	Moss Adams LLP		AP		11/19/2020	18,000.00
44800	11/16/2020	NASASP		AP		11/30/2020	39.00
44801	11/16/2020	Northstar Chemical, Inc.		AP		11/18/2020	622.75
44802	11/16/2020	Oregon DEQ		AP		11/18/2020	19,028.00
44803	11/16/2020	Relay Resources		AP		11/24/2020	6,098.81
44804	11/16/2020	SDIS		AP		11/23/2020	40,333.01
44805	11/16/2020	SwiftComply		AP		11/19/2020	1,270.00
44806	11/16/2020	Tice Electric Company		AP		11/25/2020	6,723.48
44807	11/16/2020	US Bank Equipment Finance		AP		11/23/2020	220.00
44808	11/20/2020	Employee Paycheck		PR		11/19/2020	2,103.00
44809	11/20/2020	Employee Paycheck		PR			2,002.00
44810	11/20/2020	Customer Refund		AP			1.26
44811	11/20/2020	Customer Refund		AP		11/30/2020	342.85
44812	11/20/2020	Customer Refund		AP		11/27/2020	170.65
44813	11/20/2020	Customer Refund		AP			3.80
44814	11/20/2020	Customer Refund		AP			2.69
44815	11/20/2020	Customer Refund		AP			4.71
44816	11/20/2020	Customer Refund		AP			50.00
44817	11/20/2020	Customer Refund		AP		11/30/2020	110.75
44818	11/20/2020	Customer Refund		AP			1.83
44819	11/20/2020	Customer Refund		AP		11/30/2020	2.68
44820	11/20/2020	Customer Refund		AP		11/30/2020	25.54
44821	11/20/2020	Customer Refund		AP			5.87
44822	11/20/2020	Customer Refund		AP		11/27/2020	114.16
44823	11/20/2020	Customer Refund		AP			33.07
44824	11/20/2020	Customer Refund		AP			173.83
44825	11/20/2020	Customer Refund		AP		11/27/2020	28.28
44826	11/20/2020	Customer Refund		AP		11/30/2020	175.16
44827	11/20/2020	Customer Refund		AP			9.20
44828	11/20/2020	Customer Refund		AP			123.76
44829	11/20/2020	Customer Refund		AP			19.30
45000	11/6/2020	Employee Paycheck		PR		11/12/2020	1,470.69
45001	11/6/2020	Employee Paycheck		PR		11/10/2020	2,001.87

Paper Check Disbursement Activity Subtotal 448,303.92  
 Voided Paper Check Disbursement Activity 0.00  
 Adjusted Paper Check Disbursement Activity Subtotal 448,303.92

Total Void Check Count: 0  
 Total Void Check Amount: 0.00  
 Total Valid Check Count: 144  
 Total Valid Check Amount: 2,145,403.06  
 Total Check Count: 144  
 Total Check Amount: 2,145,403.06

Identification							
Category	#	Audit Finding	Recommendation	Priority Level	Individual Responsible	Planned Action	Estimated Completion Date
Process	1	Review of new rates – During our current year control procedures over the revenue cycle, we noted no formal, documented process in place to evidence the review of rates input into the system. This is particularly important at the time of a Board-approved rate change to mitigate the risk that rates are input incorrectly or are not updated timely in accordance with the effective date of the new rates.	We recommend that a formal process be established to require someone other than the person responsible for making the rate changes to review those changes to verify the accuracy and timeliness.	B	Finance Director	Annually, when rates are entered to Springbrook, the Finance Director will print a report from the system, compare rates to the resolution adopted by the Board, and initial and date indicating their review and approval. The report will be retained until after audit.	Completed - July 2020. New rates added into the financial billing system were reviewed and verified by the Finance Director before publishing the first utility billing requiring the new rates. Verification file is electronically saved to support the audit trail.
Process	2	Recalculation of customer bills – During our control procedures we noted no evidence of a recalculation of a sample of customer bills to determine if the bills were calculated accurately using appropriate rates. This is a key control that helps to mitigate the risk that bills are being calculated incorrectly or with incorrect rates, prior to the bills being sent to the customers.	We recommend that management implement controls to require a re-calculation of a sample of customer bills each billing cycle, with a minimum of one bill from each rate class. This procedure should be documented to support which bills were re-calculated, who performed the procedures, and to date when the procedures were completed.	A	Jr Accounting Specialist	Monthly after the bills are generated, the Jr. Accountant will obtain a billing register and recalculate a sample of customer bills to ensure accuracy of the bills. Review will occur prior to mailing of customer bills. Jr. Accountant will maintain a log of customer bills verified and retained until after audit.	Completed - Placed in effect with April 2020 billing. Junior Accountant completes testing prior to billing being sent to the printers and reviewed by Finance Director.
Process	3	Manual adjustments to customer accounts – During our procedures we noted that the District often makes manual adjustments to customer bills and consumption amounts.	We recommend that manual adjustments are reviewed and approved by someone other than the person recording the adjustments prior to the bill being sent to the customer. This approval should be documented either electronically through the billing system or in writing. In addition, we recommend that the District run monthly reports to detail the adjustments made during the month, and such a report should be reviewed by someone other than those responsible for recording adjustments, to help identify any unauthorized adjustments.	A	Finance Director	Monthly the Finance Director will run a "Transactions by Date" report from the system for adjustments and review for anomalies. The Finance Director will initial and date evidencing approval, and the report will be retained until after audit.	Completed - Placed in effect in early April. Finance Director ran report and reviewed. Documented review with initials and data and filed for reference.
Process	4	Customer refund approvals – During our inquiries, we noted that the District has a policy in place that requires any customer refunds should be approved by the Finance Director prior to being issued to the customer. However, during our testing we noted instances where the refunds were not approved by the Finance Director and had been issued to customers. We also noted that individuals other than the Finance Director had access to approve refunds in the system.	We recommend that the Finance Director reviews and approves all refunds prior to being issued, and that electronic access to approve refunds be limited to the Finance Director.	A	Finance Director	The Finance Director receives documentation supporting a customer refund which requires signature and date of approval. Documentation is retained as support for AP. Refund batches are committed (posted) in the system by the Finance Director.  Access to approve refund batches has been limited to the Finance Director or the General Manager.	Completed - Control is currently in place and operating effectively.
Process	5	New customer setup – During our inquiries, we noted that no formal review control is in place to verify the accuracy of the new customer information input into the billing system. This is particularly important for new services to validate that the proper rate class was entered into the billing system.	We recommend that management establish a control to routinely review reports of new customers added and to verify that the customers were setup correctly with accurate billing attributes.	A	Jr Accounting Specialist	Monthly the Jr Accounting Specialist will run an "Account Master List" report indicating all accounts setup during the month and review for completeness and accuracy of information. All exceptions will be addressed and resolved immediately. The report will be initialed and dated evidencing the review, and will be retained until after audit.  Upon setup of a new customer account, a service order will be generated for an initial read. Initial read and meter information on each account will be verified to the respective service order for initial read.	Completed - Control placed in effect April 2020 with review of customer account changes for March 2020. Review performed by Jr. Accounting Specialist and any exceptions reported to Finance Director (Financial Consultant) for direction of resolution. All documentation retained for reference.
Process	6	Exceptions – During our inquiries over the exception reporting process, we noted that the exceptions report is a live screen that populates all the variances identified by the system and clears them out as exceptions are cleared by staff. However, no evidence of the exceptions is maintained on file to support the variances that were identified, and the manner with which those exceptions were cleared. This also creates challenges with verifying whether all exceptions were cleared prior to issuing all the bills to customers.	We recommend that the District establish procedures to review the exceptions report prior to issuing customer bills each billing cycle to ensure all exceptions were cleared appropriately and timely. This review should be documented to note who performed the review and when it was completed.	B	Finance Director	The Finance Director will work with Springbrook to identify a report from the system that can evidence exceptions identified, resolution, and approval. That report will be run each month prior to bills being sent to customers and retained until after audit.	Completed - Staff is retaining the "Xdata reports" as evidence of resolution of meter read exceptions. Reports are retained until after the audit.
Process	7	Asset tracking system – We noted that the District does not currently utilize an asset tracking system to track and monitor costs by project throughout the year, and to document when projects were placed into commercial operation and should be moved to assets in service for financial reporting purposes.	We recommend that the District consistently utilize an electronic project tracking system to capture all the costs by project each year and to utilize reports from the system to monitor the costs by project to identify any significant variances from budget or estimate. The information in this system should also be reconciled to the general ledger on a monthly basis and any projects placed into service should be closed to assets in service on the general ledger.	C	Management Team	The Finance Director will work directly with other members of the management team to identify the objectives and requirements of a project tracking system, then evaluate options to best meet those needs. An approach will be selected and implemented to ensure project cost information is complete and accurate on a go-forward basis.	In progress - The District is developing quarterly reporting in relation to capital projects. The worksheet based reporting will be developed first. In conversation with Moss Adams post audit FY2019/2020, a project management system is a best practice. The District will review the need of a full project management system after the worksheet based system is in place.
Process	8	Capital asset reconciliation to the general ledger – We noted that the District does not currently have a control in place to reconcile certain key, full-accrual accounts on a monthly basis, specifically capital assets.	To improve the accuracy of the monthly financial reports and to reduce the burden of the year end closing process, we recommend that the activity per the asset tracking system be routinely reconciled to the capital outlay accounts on a monthly basis. This reconciliation should be formally documented and reviewed by someone other than the person performing the reconciliation as part of the District's monthly close process.	C	Jr Accounting Specialist	The Jr Accounting Specialist will reconcile capital asset records to asset additions, and other changes in capital assets for fiscal year end June 30, 2020 in preparation for the annual audit. Reconciliations will be reviewed and approved by the Finance Director.  Beginning with the 20-21 fiscal year, staff will reconcile capital assets activity quarterly.	Capital Assets and Construction in Progress has been reconciled to the GL for FY 2020. Next step is quarterly reconciliation and reporting starting in Q1 FY 2021.



Identification							
Category	#	Audit Finding	Recommendation	Priority Level	Individual Responsible	Planned Action	Estimated Completion Date
Process	9	Labor and overhead costs – During our review of project costs, we noted that the District does not currently track and apply internal labor and overhead costs to projects.	With the implementation of an asset tracking system as noted in the previous comment, we recommend that the District begin to track these costs and apply them to the appropriate projects to help capture all costs that were incurred during the construction phase of each project.	C	Management Team	This will be a key component of the project as outlined in number 7 above	Complete - Per discussions with Moss Adams post audit, this recommendation is not applicable. All labor and product included in Capital Projects is purchased separately from inventory items. The activities tracked in Lucy are maintenance projects.
Process	10	Physical inventory of capital assets – During the audit several assets were identified on the general ledger that were disposed of in previous periods, thus requiring a prior period adjustment for this error.	We recommend that the District establish controls to perform periodic physical inventories of capital assets to help identify assets that were disposed of, but have not been captured appropriately in the financial records of the District.	C	Jr Accounting Specialist	The Jr Accounting Specialist will develop and implement a plan for a physical inventory of the District's capital assets in accordance with best practices. That plan will include identification of all capital assets by location and incorporate property tagging as well as procedures for reporting acquisition, transfer and disposal of capital assets in support of accurate financial reporting.	Complete - Physical inventory of capital assets, with a focus on assets that are not part of the infrastructure or physical plant were located and counted. Process included clarification of asset description and locations.
Process	11	Useful lives of capital assets – As we were analyzing depreciation expense and useful lives assigned to assets, we noted that the ability to change useful lives is unrestricted and therefore unauthorized changes could occur and impact the calculation of depreciation expense.	We recommend that access to change useful lives be restricted to certain individuals.	C	Jr Accounting Specialist/Finance Director	System security will be updated to restrict edit authority for capital assets to the Jr Accounting Specialist, with review responsibilities by the Finance Director	Completed as of May 31, 2020. Access provided to Jr Accounting Specialist with review and reporting access (only) to Finance Director
Process	12	Journal entries – During our review of IT access, we noted that the Finance Director has the ability to both prepare and post journal entries without a secondary approval.	We recommend that any manual journal entry have a documented approval from someone other than the person responsible for posting the entry.	A	Sr Accountant /Finance Director	The District has a policy in place that journal entries be approved/committed by someone other than the initiator. The system captures information on who initiated the journal entry and who approved/committed it.  Staff is currently working with Springbrook to identify a report/procedure for documenting review and approval of separation of duties re: journal entries.	Completed in May 2020. The Finance Director runs a report of journal entries committed/posted to the system monthly, reviews and retains the report as evidence of the control.
Process	13	Review of reconciliations – During our testing, we noted no evidence to support that reconciliations are reviewed and approved timely by someone other than the person preparing the reconciliations. This includes bank reconciliations, accounts payable reconciliations, the daily cash summaries, as well as other monthly reconciliations.	We recommend that each reconciliation be reviewed monthly and that the review be documented electronically or in writing.	A	Finance Director	The Finance Director currently reviews all staff prepared reconciliations in a timely manner, and evidences that review with initials and date. Reconciliations are retained in accordance with records retention requirements.	Currently in place and operating effectively.
Process	14	Physical inventory of wastewater inventory – During our inquiries we determined that the District had not recorded materials and supplies inventory previously, which resulted in an audit adjustment of approximately \$116,000.	We recommend that the District record and track wastewater inventory consistently going forward and that physical inventories be performed on at least an annual basis to validate the accuracy of the amounts recorded.	B	Finance Director/Plant Superintendent/Collections Manager	The Finance Director will work directly with the Plant and Operations Managers to identify the required information in support of an effective and efficient materials inventory for Wastewater operations. That inventory will address quantities and costs in support of complete and accurate financial reporting.	Complete - these assets have been added to Lucy for tracking
Process	15	Inventory costs – We noted that the purchase of inventory items are not being input into the system timely, which has created instances where inventory items are identified during the year end physical inventory count and management may have to call the vendor to obtain the price.	We recommend that all inventory purchases be input into the inventory system on a timely basis to ensure the listing is updated, costs are accurate, and amounts charged to projects will be charged at accurate rates.	B	Finance Director/Plant Superintendent/Collections Manager	This will be a key component of the project as outlined in number 14 above	Completed - June 30 physical inventory has been added to Lucy.
Process	16	Approval of inventory charged to projects – We noted that the District did not have controls established to require formal approval of inventory to be charged to projects.	We recommend that controls be established to require a formal charge-out approval for any inventory items to be taken from the warehouse and utilized on a project. These approvals should be compared to the actual inventory charged to each project to ensure only authorized costs were captured on the project.	B	Finance Director/Plant Superintendent/Collections Manager	This will be a key component of the project as outlined in number 14 above	Complete - Per discussions with Moss Adams post audit, this recommendation is not applicable. All labor and product included in Capital Projects is purchased separately from inventory items. The activities tracked in Lucy are maintenance projects.
Process	17	Obsolete inventory – We noted that the District did not have a process in place to regularly review its inventory listing to identify obsolete or unusable inventory items.	We recommend that as part of the physical inventory process, the District identify any obsolete items that should be expensed in the current year.	B	Finance Director/Plant Superintendent/Collections Manager	This will be a key component of the project as outlined in number 14 above	Completed with June 30 end of year counts.
Process	18	Cutoff of expenditures – During our testing, we noted amounts where the service period per the invoice spanned over both fiscal year 2018 and 2019, but the total amount of the invoice was expensed in fiscal year 2019. In addition, we noted an expenditure for which receiving documentation was not retained for materials that were invoiced in the prior fiscal year, but were recorded as expenditures in the current fiscal year.	We recommend that the District establish controls to review year end cutoff to ensure that costs are recorded in the period in which the service was provided or the materials were received. We also recommend that the District retain all documentation related to purchases including any receiving documentation.	A	Finance Director	The Finance team will initiate communications regarding cutoff to District staff in advance of year end emphasizing cutoff issues.  The Finance Director reviews all expenditure batches against supporting documentation prior to payment. One element of review is that expenditures are charged to the proper period. Review is documented with initials and date evidencing approval	Completed - Control is currently in place and operating effectively.

Identification							
Category	#	Audit Finding	Recommendation	Priority Level	Individual Responsible	Planned Action	Estimated Completion Date
Process	19	Duplicate payment – We noted one instance in our subsequent disbursement testing where an invoice was paid twice by the District and was not discovered during the District's approval process.	We recommend a formal review of all disbursements prior to issuing payment to ensure the amount to be paid matches the amount owed to the vendor for the products or services received and invoiced.	A	Finance Director	The Finance Director is currently working with the new Jr Accounting Specialist to tighten controls and processes over expenditures and utilize system functionality to reduce or eliminate the opportunity for duplicate payments.	Completed - Control is currently in place and operating effectively. The Finance Director reviews all expenditures prior to payment for accuracy.
Process	20	Review of NCCWC balance – During the audit of the North Clackamas County Water Commission (NCCWC), a prior period adjustment was identified and reported relating to the improper previous amortization of water rights. The restatement of the NCCWC's financial statements had a direct impact on the District's reporting of its investment in the NCCWC on the District's financial statements. The adjustment to the investment in NCCWC was not properly recorded as a restatement in the initial draft of the district's financial statements provided to us.	We recommend that the district provide for a review of the final, audited NCCWC financial statements prior to finalizing the District's financial statements to ensure proper reflection of the investment in NCCWC. The review should be documented as part of the District's year end closing process.	A	Finance Director	The Finance Director will perform a careful and detailed review of NCCWC accounting records and financial statements in conjunction with the audit of NCCWC. That review will translate to a timely update of relevant accounting records and financial statements of the District.	Completed - Control is currently in place and operating effectively.
Process	21	Listing of public procurement contracts – As part of our testing of compliance with state procurement requirements, we noted that the District does not maintain a centralized list of all contracts executed during the year.	We recommend that this process be centralized with one employee to help track all procurements and ensure all documentation required is maintained on file to support the District's compliance with the State's procurement requirements.	B	District Recorder	The District Recorder has assumed responsibility for centralizing the District's contracts and related information as well as compliance with State records requirements.  The Finance Director will work directly with the District Recorder to ensure all information related to procurements is centralized in support of contracts with vendors.	In Progress - Contract centralization is currently in process. It is expected that records will be complete and available by December 31, 2020. Effective December 1, 2020 supporting documentation for purchases over \$1,000 is included in Springbrook attached to the purchase order.
Process	22	IT user access – We noted that the District does not regularly perform and document its review of user access to the various systems supporting the financial reporting function.	We recommend that the District perform routine reviews of user access, at least annually, to determine whether access to the systems are appropriately updated, terminated users have been removed timely, and any segregation of duties conflicts are identified.	A	Finance Director	The Finance Director will review system access quarterly and work with the appropriate staff to maintain appropriate segregation of duties.	In Progress - Security reviewed. Recommendations are currently under review. Training is underway with Springbrook to strengthen internal knowledge and two in a box training.
Process	23	Pay rate and other employee master file changes – We noted during our payroll testing that once a pay rate is entered into the system, there is no formal review to verify that the rates were entered correctly.	We recommend that the District run reports of any changes made to the employee master file on a monthly basis to verify the accuracy and timeliness of the changes. Such review should be formally documented to evidence who performed the review and when it was completed.	A	Finance Director	System security will be updated to allow the Finance Director "view only" and "reporting" access to the HR module so that changes to employee master files can be reviewed for completeness and accuracy. All changes to employee master files will be supported by a personnel action form approved and dated by appropriate parties. The Finance Director will review these forms against the system as they are implemented.	Completed - Control is currently in place and operating effectively.
Process	24	Purchase orders – We noted that the District's current policy requires purchase orders to be utilized for any inventory items over \$500. However, non-inventory items do not have a similar requirement.	We recommend that the District update its policy to require purchase orders on non-inventory items over \$500 as well. The purchase orders should be reviewed and approved by someone other than the person requesting the purchase.	B	Finance Director	The District's procurement and related approval policy is currently in review. Once finalized and implemented the policy will allow for consistency across transactions and require training of appropriate District staff in the generation and approval of PO's, supporting documentation for payment, and records retention.	Completed - District staff training completed December 1, 2020. All purchases over \$1,000, excluding travel, require a purchase order. All supporting procurement documentation is required to be attached.



## STAFF REPORT

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**To** Board of Directors  
**From** Jason Rice, District Engineer  
**Title** Technical Services Monthly Report  
**Item No.** 15b  
**Date** December 15, 2020

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### 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

- Conducted Interviews and selected the District's new Outreach and Communications Specialist
- Various Task Orders are in draft stage for FY21 Capital Work.
- GIS Mapping layers continue to be updated
- Technical Services staff continue to work from home when they can to create as much social distancing as possible while still completing all normal tasks

### Stormwater

The autumn leaf fall happened in late November early December. District staff has been working to keep catch basins and problem spots clear. Problem spots, also called, "Hot Spots," are inspected every two weeks and cleaned as needed.

In addition to hot spot monitoring, about 3-5 customers have called per week at the start of the rainy season, requesting action in a particular area. District staff respond to these calls in a few different ways.

First, customer service staff enter stormwater/surface water calls into Lucity, the District work order tracking system. From there, staff review the request to decide on the response. Response may include:

1. Inspection of the area;
2. Request to field staff to clean the catch basins, storm pipes, or sediment manholes;
3. Coordination/request to partner agencies for follow up on ditch cleaning, culvert cleaning, or cleaning of additional assets – like pipes in the McLoughlin corridor – depending on responsibility assigned in MOUs. Partner

agencies are Clackamas County Department of Transportation and Development (CCDTD), Oregon Department of Transportation (ODOT), and North Clackamas Parks and Recreation District (NCPRD).

Overall assessment and records review of the stormwater program has been a major part of the work over the last few months. Progress is being made to use the asset management system more effectively to track and request program needs

Finally, District field staff conducted regular ongoing maintenance on eight beaver dams in the District. A total of about 40 hours of work occurred over the months of October/November/December. Efforts included the removal of three dams by backhoe as well as work by hand. Five of the dams have needed to be breached many times. Staff worked to keep creek levels below critical high-water stage in order to lessen the possibility of flooding. To keep some of the dams under control they needed to be checked and breached weekly. Beaver dam issues will be an ongoing conversation for the work ahead, in part because each season beaver families continue to grow, creating the potential for more dam building.

## **Education and Outreach**

### *New Staff Member – Outreach and Communications Specialist*

Alexa Morris comes to OLWS from her role as the Director of Communications and Marketing for The Salvation Army Cascade Division Headquarters. She spent 6 years working with the Salvation Army in several progressive capacities, most recently bringing high level communication services to Oregon and Idaho. A resident of Jennings Lodge and a member of the Rotary Club of Milwaukie, Alexa brings a passion for serving her community through strategic communications. With her experience and passion for strategic communications, OLWS will move into a whole new era of sharing information and engaging our customers.

### *Transitions*

As Lara steps out of the role of Outreach and Communications Specialist, she would like to thank the Board for their support and vision in moving OLWS onto an exciting new path for District communications. In 2021, She is thankful for the privilege to continue serving Oak Lodge in the role of Water Quality Coordinator.

Starting now, the Strategic Communications Plan will continue moving forward under the direction of Alexa and Sarah Jo.

Currently, OLWS works in several ways to get our messages out to the public. First, we use our website as the home space for public information. Various messages then are tailored to share as part of a newsletter that goes out to customers 6 times per year. Most customers receive bills every other month, or 6 times per year – either electronic or paper. In addition, special messages go out to customers as one-off electronic or paper mailings.

Besides direct outreach, the District partners with several regional and statewide groups to coordinate and leverage messaging. These groups include the Regional Water

Providers Consortium (RWPC – regional drinking water agencies), the Regional Coalition for Clean Rivers and Streams (RCCRS – regional clean water agencies), and the Clean Rivers Coalition (CRC – statewide). These partners work together to develop messages that all partners can share out. This adds significant value to the way the message gets out to our customers as well as residents of all the partners regionally and statewide. These messages include public service videos connected to television stations, website information, and individual messages for customers.

The winter season brings several important messages:

- Indoor winter water conservation. Why water conservation in the winter?
  - Winter is a great time to check your home for leaks and change out fixtures to reduce flow.
  - Conserving water in the winter can help lower sewer bills all year long – this is because the District uses the average of winter water use to set the sewer rate for the year.
  - Currently, OLWS customers have an opportunity to share water conservation rebates in partnership with the Clackamas River Water Providers (see link posted on the OLWS website).
- Keep holiday cooking grease out of the drains by putting it into the trash.
  - Grease cools as it moves into your pipes below ground, slowly clogging them and potentially causing expensive problems.

Just a reminder that messaging prompts and “hot topics” can be found at the bottom of the OLWS website’s main page – under the **View Important Messages** button.

View all News

### Upcoming Meetings

Tuesday 12/15/20	Tuesday 01/19/21	Tuesday 02/16/21	Tuesday 03/16/21	Tuesday 04/20/21
OLWSD Board of Directors Meeting 6:00pm	OLWSD Board of Directors Meeting 6:00pm	OLWSD Board of Directors Meeting 6:00pm	OLWSD Board of Directors Meeting 6:00pm	OLWSD Board of Directors Meeting 6:00pm

View Monthly Calendar      View Important Messages

## November 2020 Permit Activity

	<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>
<b>Pre-applications Conferences</b>	0	1	6	0	1
<b>New Erosion Control Permits</b>	9	10	41	42	82
<b>New Development Permits</b>	2	1	4	19	13
<b>New Utility Permits*</b>	13	12	43	-	-
<b>Wastewater Connections</b>	2	5	22	17	5
<b>Sanitary SDC Fees Received</b>					
<b>Sanitary SDC Fees Received</b>	\$10,330.00	\$25,825	\$217,187	\$25,825.00	\$308,187.60
<b>Water SDC Fees Received</b>	\$8,726.40	\$26,179	\$171,711	\$13,160.00	\$163,970.00
<b>Plan Review Fees Received</b>	\$5,291.60	\$18,630	\$49,319	\$2,000.00	\$28,170.00
<b>Inspection Fees Received</b>	\$620.00	\$3,080	\$26,538	\$2,170.00	\$18,889.80

## Attachments

1. Development Tracker
2. Capital Project Tracker

<b>Project Status</b>	<b>Address</b>	<b>Type of Development</b>	<b>Notes</b>	<b>Last Updated</b>
Under Construction	4410 SE Pinehurst Ave.	Residential: 17-lot Subdivision	Water utility only. Inspections Continuing	12/2/20
Under Construction	16518 SE River Rd.	Redevelopment: Head Start School Additions	Oak Lodge permits expire March 2021. Modification to permit in Z0480-20. Oak Lodge sent comments to CC DTD. Modification did not affect Oak Lodge permit.	12/2/20
Under Construction	13505 SE River Rd.	Residential: Rose Villa Phase 4 Medical Building and Replace Dwelling Units	Oak Lodge permits expire July 2021	12/2/20
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School (eastern structure and gym)	Oak Lodge permits expire July 2021	12/2/20
Under Construction	4828 SE View Acres Rd.	Redevelopment: View Acres Elementary School	Oak Lodge permits expire July 2021	12/2/20
Under Construction	16303 SE River Rd.	Redevelopment: Riverside Elementary School	Oak Lodge permits expire July 2021	12/2/20
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School Annex (western structure)	Oak Lodge permits expire July 2021	12/2/20
Under Construction	5901 SE Hull Ave.	Redevelopment: Candy Lane Elementary School	Oak Lodge permits expire July 2021	12/2/20
Under Construction	18521 SE River Rd.	Redevelopment: Jennings Lodge School	Oak Lodge permits expire July 2021	12/2/20
Plan Review	14824 SE Kellogg Rd.	Residential: 2-lot partition	Oak Lodge Site Development Permit current review	12/2/20
Plan Review	15099 SE McLoughlin Blvd.	Tenant Improvement: Clackamas Credit Union	Oak Lodge Site Development Permit current review	12/2/20
Plan Review	19315 SE River Rd.	Residential: 2-lot partition	Land Use comments sent to CCDDT. County land use expiration timeline.	12/2/20
Plan Review	3870 SE Hillside Dr.	Modification of previously approved 13 lot subdivision	Land Use comments sent to CCDDT. County land use expiration timeline.	12/2/20
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	12/2/20
Plan Review	15603 SE Ruby Dr.	Residential: 3-lot partition	Current OLWSD review	12/2/20
Plan Review	14928 SE Oatfield Rd.	Residential: 4-lot partition	Current OLWSD review	12/2/20

<b>Project Status</b>	<b>Address</b>	<b>Type of Development</b>	<b>Notes</b>	<b>Last Updated</b>
Plan Review	6364 SE McNary Rd.	Residential: 15-lot partition	Current OLWSD review: water utility only	12/2/20
Plan Review	3024 SE Westview Ave.	Residential: 2-lot partition	Land Use comments sent to CCDTD. County land use expiration timeline.	12/2/20
Plan Review	3700 SE Pinehurst Ave.	Commercial: Hair Salon in Residential Zone	Land Use comments sent to CCDTD. County land use expiration timeline.	12/2/20
Plan Review	3838 SE Hillside Dr.	Boat Ramp To Willamette River	Land Use comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	14720 SE River Rd.	Residential: Multifamily	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	14733 SE Rupert Ave.	Residential: tri-plex; no demo	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	3110 SE Concord Rd. and 16103 SE Southview Ave.	Residential: 7-lot subdivision	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	Spaulding Ave. Taxlot 3200	Residential: 2-lot partition	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	5212 SE Thiessen Rd.	Residential: 5-Lot Short Subdivision	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	5200 SE Roethe Rd.	Residential: 4-lot subdivision	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	16305 SE Oatfield Rd.	Residential: 12-lot subdivision	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	3421 SE Vineyard Rd.	Zone Change To MR-1 and a three-parcel partition for seven duplex and triplex units.	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	2316 SE Courtney Ave.	Residential: 14 rowhomes or 14 apartments	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	3811 SE Concord Rd.	Redevelopment: Concord School	Pre-app Comments sent to CCDTD. County land use expiration timeline.	12/2/20
Pre-Application	17325 SE McLoughlin Blvd.	Residential: 2-lot partition	Pre-app scheduled for Dec. 2, 2020	12/2/20
Pre-Application	17325 SE McLoughlin Blvd.	Lot Line Adjustment or Partition to conform to existing conditions. No development.	Land Use comments sent to CCDTD. County land use expiration timeline.	12/2/20





### Water Capital Projects

Project ID	Project Name and Description	Fiscal Year 2021		Total Spent To-date	Project Status	Phase	Percent Complete	Fiscal Year 2021												Fiscal Year 2022				
		Budget	Spent					J	A	S	O	N	D	J	F	M	A	M	J	Q1	Q2	Q3	Q4	
2020-W02	Intertie Project Design Identified during the development of the Water Master Plan, OLWSD is in need of an alternative water source in the event that Clackamas River Water is unavailable.	\$ 100,000	\$ -	\$ -	Active	Rice	Planning	100%																
							Design	0%																
							Bid	NA																
							Construction	NA																
2020-W01	AWIA Water Resiliency Plan This study will look into the District's vulnerabilities and ability to respond in the event of an emergency. Gaps will be identified and help drive future projects to better protect the District.	\$ 100,000	\$ 20,440	\$ 20,440	Active	Rice	Creation	60%																
2020-W04	Partridge Circle Main Replace Replacement of a ductile iron pipe due to electrolysis and land movement with HDPE pipe.	\$ 1,280,000	\$ 28,850	\$ 28,850	Active	Rice	Planning	100%																
							Design	50%																
							Bid	0%																
							Construction	0%																
2020-W04	Aldercrest, 28th Ave, Lakewood Drive, Kellogg Lake Apartments (combined with above) Design and Replacement of 3025' on 8" pipe on Aldercrest Road. If there is enough money left over, design for next years Construction Projects will be started.																							
Total		\$ 1,480,000	\$ 49,290	\$ 49,290																				

### Watershed Protection Capital Projects

Project ID	Project Name and Description	Fiscal Year 2021		Total Spent To-date	Project Status	Phase	Percent Complete	Fiscal Year 2021												Fiscal Year 2022				
		Budget	Spent					J	A	S	O	N	D	J	F	M	A	M	J	Q1	Q2	Q3	Q4	
2018-SW01	Stormwater Master Plan This project will look into two alternative Watershed Protection Program models and how their costs would affect the District's rates.	\$ 215,000	\$ -	\$ -	Active	Rice	Planning	80%																
							RFP	0%																
							Creation	0%																
							Outreach	0%																
2020-SW01	Localized Enhancement Program (FY21) This project aims to fix small to medium scale localized stormwater issues throughout the District. This would likely include planted facilities such as swales and ponds.	\$ 250,000	\$ -	\$ -	Active	Rice	Planning	50%																
							Design	0%																
							Bid	0%																
							Construction	0%																
Total		\$ 465,000	\$ -	\$ 3,609,000																				



## STAFF REPORT

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**To** Board of Directors  
**From** Todd Knapp, Field Operations Manager  
Brad Lyon, Field Operations Supervisor  
**Title** Field Operations Monthly Report  
**Item No.** 15c  
**Date** December 15, 2020

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### 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 consumption for **November: 76,317,000 Gallons (1.61% Above the 10-year average of 75,111,200 and up 0.30% compared to last year)** (See metered monthly consumption chart)

### Water Operations

Staff performed mid-flow and low-flow tests of 24" meter on the evening of November 10<sup>th</sup> and early morning of the 11<sup>th</sup>. Meter was found to be reading accurately for both tests. The mid-flow test was for flows between 1300-1500gpm. The low-flow test was below 1000gpm. A test of the 16" meter was started on the evening of November 3<sup>rd</sup>, but we had a large main break occur and had to abort and repair the water main (see photo).

Looking at the SCADA data, we were able to determine the main leak was flowing upwards of 1000gpm. We repaired the break that evening. However, another break occurred on the same stick of pipe a few days later, so we replaced over 20' of cast iron pipe.

### Collections Operations

Under normal circumstances, the collections crew activities are fairly straight forward but with the constraints of COVID, normal activities have been severely impacted. Still there are core functions that must be completed, such as grease line cleaning and other routine maintenance. Crews have been busy with catch basin cleaning, beaver dam removals, and locate requests.

I would also like to mention again that we have reorganized how the District's basins are cleaned and TVed, with a more efficient pattern. Staff has been involved working with Elaine to create a new "cleaning order" column in Lucity. This will give the Collections Crew the ability to sort the individual lines by basin in a methodical order automatically. Before this new cleaning order, Lucity produced a work order with lines that were not in any particular order. The Crews would then spend an extra amount of time sorting and reordering by hand the lines in each basin that needed to be cleaned or TVed.

With COVID restrictions in place, staff has had the opportunity to spend the necessary time to go through and assign a cleaning order number to all 523,392 feet of main. This has been a very tedious process but will pay off in the future.

And since this will be my last Board report, I wish to thank all of you and good luck with building a lasting future.

### **Attachments**

1. Photos
2. Master Meter Report
3. Water Stats Report
4. Sewer Collection Report

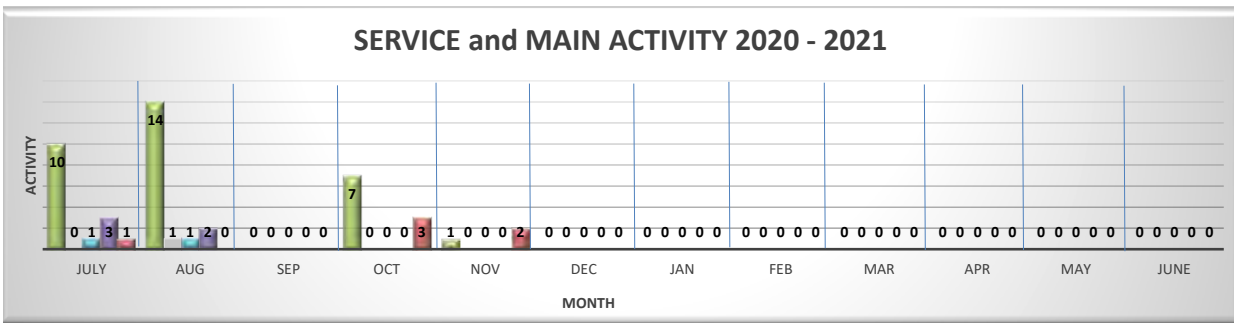
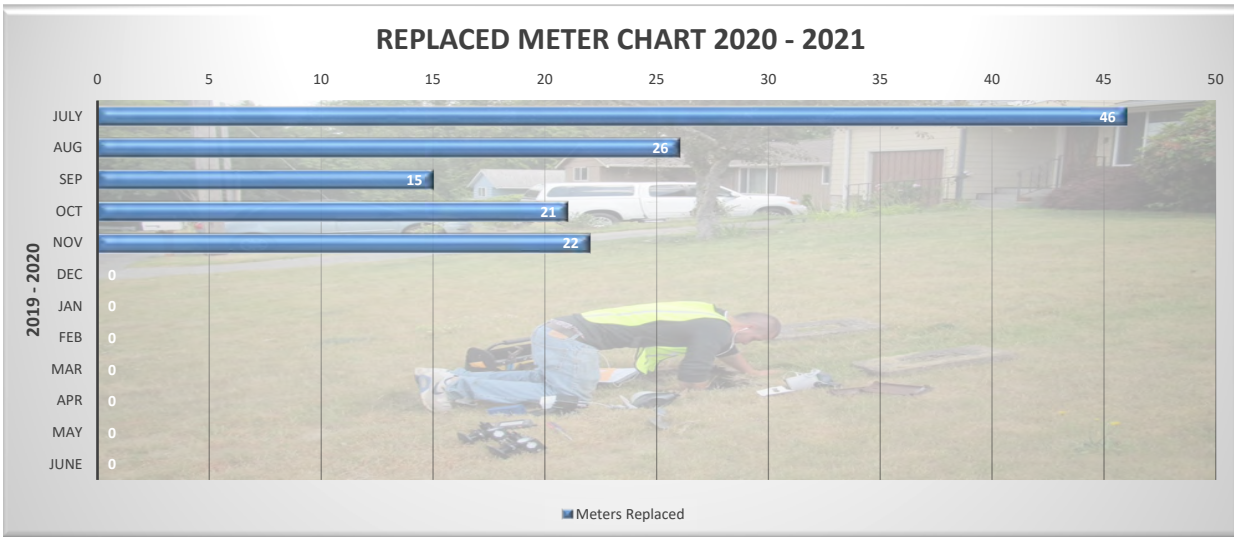
## Field Operations Photos

Main Break Colina Vista (11/8/20)





# Oak Lodge Water Services Water Report



Fiscal Year 2020 - 2021	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2020	July	46	10	0	1	3	1
2020	Aug	26	14	1	1	2	0
2020	Sep	15	0	0	0	0	0
2020	Oct	21	7	0	0	0	3
2020	Nov	22	1	0	0	0	2
2020	Dec	0	0	0	0	0	0
2021	Jan	0	0	0	0	0	0
2021	Feb	0	0	0	0	0	0
2021	Mar	0	0	0	0	0	0
2021	Apr	0	0	0	0	0	0
2021	May	0	0	0	0	0	0
2021	June	0	0	0	0	0	0
<b>Yearly Total</b>		<b>130</b>	<b>32</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>6</b>

### Backflow Program Update for the Month of July

Total						
<b>1,325</b>						
Signed up to Date	Devices Repaired	New Installations	Notice of Non-Compliance	Notice of Violation	Notice of Termination	Force Test
<b>752</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>57%</b>						
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			

#### Total Signed up

573  
57%

752  
57%







## STAFF REPORT

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<b>To</b>	Board of Directors
<b>From</b>	David Mendenhall, Plant Superintendent
<b>Title</b>	Plant Operations Monthly Report
<b>Item No.</b>	15d
<b>Date</b>	December 15, 2020

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### 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

- Good process month
- Rain returns
- Mostly calm

### Water Reclamation Facility Operations

November became wet with an event of over 2" rain mid-month. But the plant responded well, and the rain has been spread out so that there were no big flow events. Operations began preparing for the season in October and continued to adjust the process in November. Wasting was increased to reduce the volume of solids ahead of flow increases. As the rain driven flows increased, we put a third clarifier online. The Mixed Liquor Return (MLR) was turned off completely. With the colder water in winter, nitrification or ammonia removal reduces and therefore the need for denitrification reduces. So, the MLR flow which facilitates denitrification can be shut off and this reduces flow load on the aeration basins, leaving more capacity for higher flows. November performance has been very good with an excellent clear effluent.

The belt press rebuild project has begun and the contractor is on site. Operations has had to stop pressing a couple of times to allow for some tie in work but so far, the impact has been minor. Biosolids hauling continues to go well but with the increased wasting we will have to press more and probably have to do some extra loads. November hauling was about 490,000 lbs. or 2,450 wet tons. Planning and scheduling continues on the digester piping project, the blower project, and the #5 pump station project.

## **Maintenance**

Repairs are just about wrapped up on the SCADA system. Communications compatibility between Wonderware and the new Programmable Logic Controllers (PLC) have been corrected. Parts are installed except for one redundant board which is on order. We installed some new conduit to handle PLC to PLC cabling and all the cables are now plugged in. This restores all the operations that were damaged in the ground short.

Now that Mixed Liquor Return (MLR) pump #1 has been rebuilt and is online running great, it is time to rebuild the next pump. MLR #3 was removed from its bay and disassembled and cleaned in the maintenance shop. The motor was sent in for sprucing up and bearings. We are going to have to replace the pump bowl because it is out of tolerance for the bearing housing. Otherwise it is bearings, shaft tuning, and corrosion removal and painting. Parts are mostly in stock and the bowl has been ordered.

The generator coolant system service for Pump Station (PS) #3 was scheduled but the rental generator servicer showed up with no cabling to hook it up to our station. So, it will be rescheduled when we are comfortable with a weather break. The parts have arrived for the digested sludge pump rebuild and that project has started. The odor scrubber motor kept tripping out, but it was just a minor wiring repair, digital overload replacement and adjustment needed to fix it. The cracked piping in the Clarifier #1 was replaced. On its face it is a simple pipe replacement, but the location required an aerial lift, confined space entry, and a support team for the mechanic to hand him parts and tools and perform top person confined space duties.

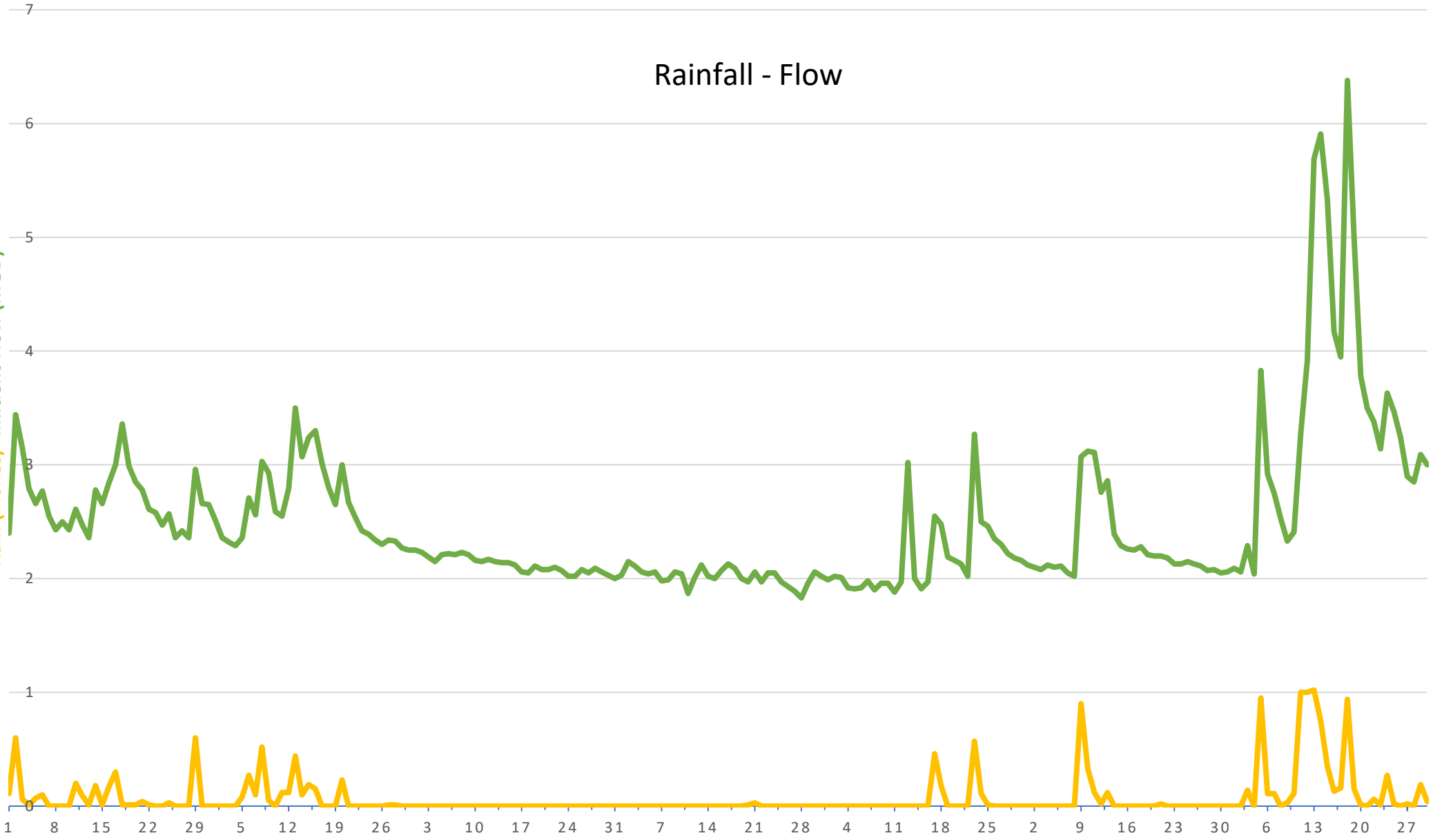
We continue with preventive maintenance throughout the plant, pump station inspections, extra cleaning, and small repair jobs throughout November. Operations and Maintenance functions all continued with reduced available days due to the COVID-19 related impacts, holidays, and family support issues. But everyone remains committed to protecting the environment and keeping the plant running well and efficiently.

## **Attachments**

1. Rainfall vs Flow Data Correlation for May 2020-November 2020
2. Plant Performance BOD-SS Graph for May 2020-November 2020
3. Work Order Summary Graph 2020

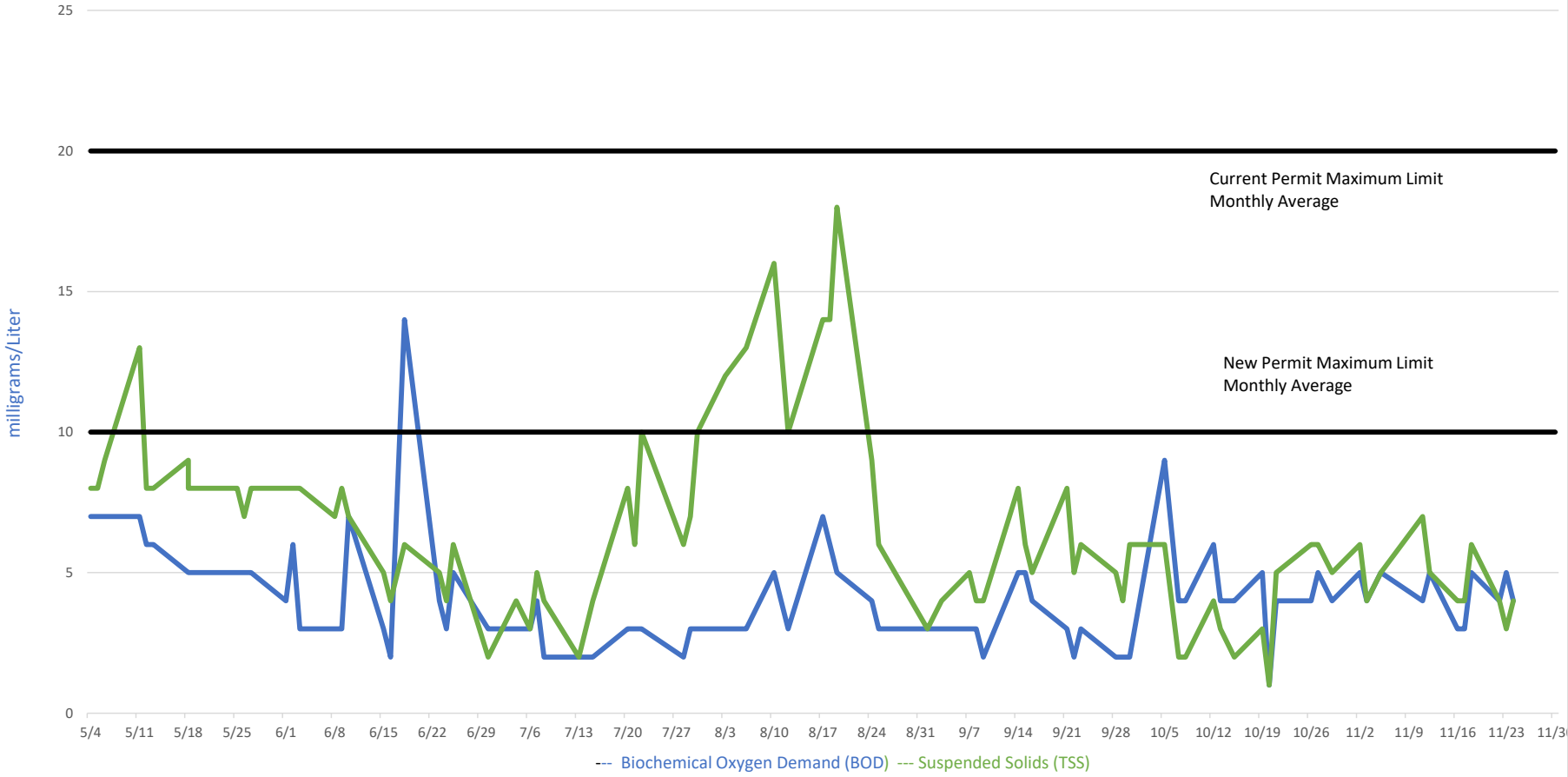
# Rainfall - Flow

Rain (inches) - Influent Flow (MGD)

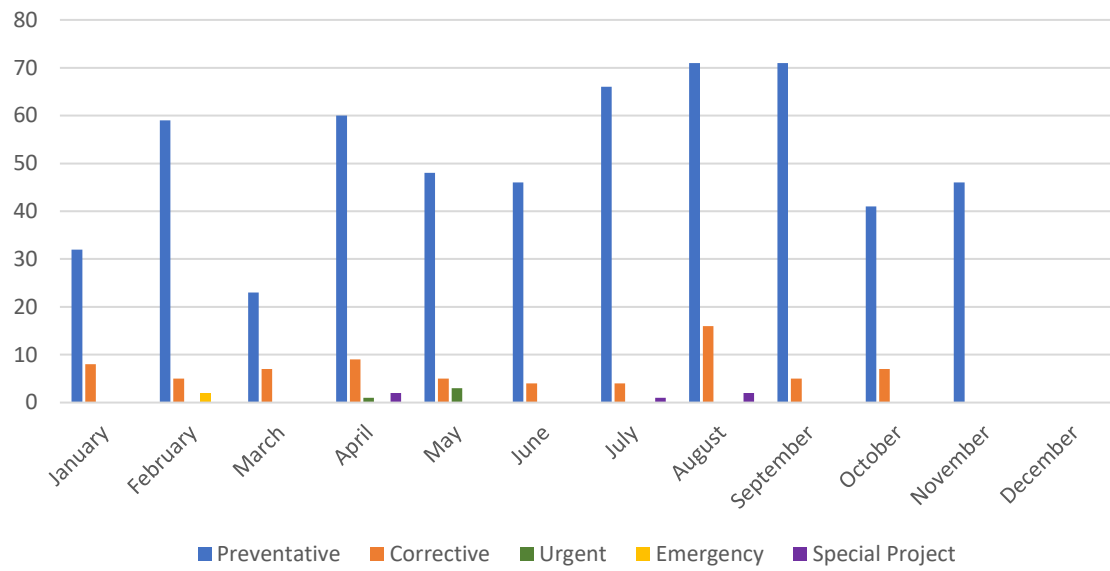


May through Nov

### Effluent Water Quality



## Treatment Plant Work Order Summary 2020





## AGENDA ITEM

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**Title** Business from the Board  
**Item No.** 16  
**Date** December 15, 2020

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### 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. The next meeting is scheduled to occur in January 2021.

**Oak Lodge Water Services  
2020 OLWS Board Member Liaison Assignments**

<b>Board/Committee</b>	<b>Current Primary</b>	<b>Current Alternate</b>	<b>Meeting Schedule</b>
Clackamas River Water	Kevin Williams	Paul Gornick	Monthly - Second Thursday, 6 p.m.
Sunrise Water Authority	Paul Gornick	Kevin Williams	Monthly - Fourth Wednesday, 6 p.m.
C-4	Paul Gornick	Susan Keil	Monthly - First Thursday, 6:45 p.m.
Regional Water Providers Consortium	Mark Knudson	Paul Gornick	Triannually - First Wednesday, 6:30 p.m.
Oak Grove Community Council	Mark Knudson	Susan Keil	Monthly - Fourth Wednesday, 7:00 p.m.
SDAO	All		Varies
AWWA	All		Varies
Jennings Lodge CPO	Kevin Williams	Paul Gornick	Monthly - Fourth Tuesdays, 7:00 p.m.
North Clackamas County Water Commission (NCCWC)	Paul Gornick/Kevin Williams	Mark Knudson	Quarterly - Fourth Thursday in Jan/March/June/Sept, 5:30 p.m.
Chamber of Commerce	Ginny Van Loo	Susan Keil	Monthly - Third Wednesdays, 11:45 a.m.-1:15 p.m.
New Concord Task Force	Ginny Van Loo		Quarterly
Healthy Watersheds	Kevin Williams		
OGLO Bike-Ped Bridge Advisory Group	Lynn Fisher	None needed	Task Force will dissolve after project decision
Water Research Foundation	Mark Knudson	None needed	

**Meetings Attended During the Past Month**

1. November 17, 2020 – Oak Lodge Water Services Board meeting (virtual meeting)
2. November 19, 2020 – Business Oregon Critical Infrastructure Roundtable
  - a. Presented special districts’ suggestions for expediting investments in water & wastewater infrastructure
3. December 2, 2020 – Oak Grove Community Council meeting (virtual meeting, agenda attached)
  - a. Attendance: ~ 27 participants
  - b. Update by Oak Lodge Water Services (Mark Knudson) – notable questions:
    - i. Commissioner Savas: OLSD previously invested in stormwater capacity so there isn’t a clear demarcation of quantity and quality roles between County and District
    - ii. Fred S: Isn’t the District protected by legislation that was approved in the Legislature a few years ago?
    - iii. Gwion: if an authority is pursued, would it affect the relationship with the County?
    - iv. Greg W: is interest in an authority being driven by the current governance study?
    - v. Greg W: how would incorporation be a problem for the district if services stay the same? (Commissioner Savas provided great example of Sunrise Water Authority)
    - vi. I provided link to District’s comments on Oak Lodge Governance Project
  - c. Long Range Planning Project Requests (Joseph Edge, Chair)
    - i. New ideas: McLoughlin Area Plan priorities, parks and open spaces, natural habitat protection, historic protection, home businesses, maker spaces in commercial developments, CPO roles in planning projects
    - ii. Recommendation: Forward McLoughlin Area Plan ideas to MAPIT as recommended priorities for their work program (approved)
    - iii. Recommendation: Legalize retail makerspaces in commercial areas (approved) and tree protection (approved)
  - d. Park Avenue Community Advisory Committee update: (Valery Chapman)
    - i. County has approved recommendation from Park Av Advisory Committee
  - e. Other
    - i. Sidewalk Funding (Fred Sawyer) - Oregon Transportation Commission has started prioritization and planning for statewide safety projects. Since “Get Moving 2020” failed, need for sidewalks still exists. Proposal for support more sidewalks, pedestrian islands, and pedestrian crossing at each bus stop (e.g., Bomber, Courtney, Oak Grove Blvd, Maple/Chestnut); Fred to develop proposal
    - ii. Nomination for OGCC directors now open; election at Feb 2021 meeting
    - iii. Due to COVID, all voting members will be rolled over in voting status for next year
    - iv. County Commissioners approved recommendations for Concord library project
4. December 4, 2020 – Oregon Infrastructure Finance Authority Board meeting (virtual meeting)
  - a. Reviewed & approved \$3.6 million funding request from Winston-Dillard Water District
  - b. Approved using Oregon Bond Bank to refund ~ \$50 million in existing loans, including OLSD
  - c. Adopted new bylaws for IFA Board
5. December 9, 2020 – Regional Water Providers Consortium Executive Committee meeting
  - a. Reviewed RWPC’s 2019-2020 Annual Report for RWPC – see [RWPC Annual Report](#)

**Meetings Scheduled for the Next Month**

1. January 19, 2021 – OLWS Board meeting



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### Regular Council Business Meeting

December 2, 2020

#### Agenda

**WHAT:** Regular Council Business Meeting  
**WHEN:** Wednesday, December 2nd, 2020 - 7:00 p.m. to 8:15 p.m.  
**WHERE:** Zoom - link and phone number for call-in emailed out / posted on website one day prior

6:50 - 7:00 Connect to Zoom

7:00 Welcome, Introductions, and Officer reports

- October 28th Meeting minutes + membership update
- Treasurer's update

7:10 Program:

- Oak Lodge Water Services District update
  - *Mark Knudson, OLWSD Board of Directors*
- Long Range Planning project requests
  - *Joseph Edge, Chair, OGCC*

8:00 Committee updates

- CPO Summit
- Park Avenue Community Project

8:10 Schedule review:

- Future OGCC Meetings - 7 pm at Zoom:

Jan 27

- Future OGCC Board Meetings - 6:45 pm at Zoom:

Jan 4

8:15 Adjourn

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Business from the Board  
Paul Gornick's Meeting Reports  
November – December 2020

November 18, 2020 - Sunrise Water Board Meeting (remote meeting)

- Board adopted an IGA with Clackamas County for administration of SWA's Low Income Assistance Program.
- A work session was held with the architectural firm, who presented initial schematic views of the proposed operations building to be constructed on SE 172<sup>nd</sup> Ave, north of Hwy 212. A two-story administration building and the maintenance building are sited across a courtyard from one another. The buildings are proposed to be constructed using mass timber elements (including cross laminated timber, glulam beams, etc.), in which the structural elements also function as finishes, which reduces the building cost to a degree. There is ample glass in the administration building, and runoff from the roofs will travel through constructed swales around two sides of the building. The proposed structures are very attractive.

December 3, 2020 – C4 Meeting (remote meeting)

- Karen Buerhig, the County's long range planning manager, along with their consultants Kittelson and Associates, presented the Transit Development Plan Report. The plan is quite detailed, and focuses on short-, medium-, and long-term proposals for enhancing service to employment centers, enhanced service in many developed locations, new service for locations with no service, and better tying together links between transit providers.
- Trent Wilson did a short presentation of legislative priorities, which are somewhat in flux due to the COVID pandemic and the fall wildfires. The county is expected to push for help with wildfire recovery efforts as well as housing for those displaced by the Riverside fire.
- For details of the C4 meeting packet, including the Transit Development Plan Report, see this link:  
[ee09e332-c70a-44b9-817f-87b1bb8be674 \(clackamas.us\)](https://ee09e332-c70a-44b9-817f-87b1bb8be674.clackamas.us)  
(The Transit Development report is quite big, and may take a bit of time to open.)

12/7/2020 Presentation to the Public Policy Advisory Committee

North Clackamas Chamber of Commerce

Ginny Van Loo and I presented a slightly modified version of the Communications Power Point to the group of roughly a dozen people, including Paul Savas and Thelma Haggemiller. In addition to slides 16 and 17 about governance and key features of an Authority, we alerted the group to the fact that there is a Metro led study about forming a city or incorporating the area comprising OLWSD. Included in the remarks about this matter were:

The \$120,000 study is funded by Metro, the scope of the study has been defined by Metro, the project is being managed by Metro and that the consultants performing the study were selected by Metro.

Meetings of the Oak Lodge Governance Committee, the small group of citizens involved in the project, are not open to the public.

That, if the area were incorporated:

1. Taxes, fees and charges would likely be added to water and sewer rates;
2. Customers and assets could be withdrawn from the District, thereby spreading costs over fewer ratepayers
3. The revenue base which provides certainty for long range planning, would be less secure
4. Additional regulations would likely be imposed
5. That these issues are particularly concerning to businesses, especially at this time

We let the group know that OLWSD Board has sent a letter to the Oak Lodge Governance Project, detailing our concerns and that the letter is on the front page of the OLWSD website. WE also informed the group that we have actively been researching and moving toward becoming an Authority for roughly 18 months.

A number of questions were asked including what additional costs would there be if OLWSD were to become an Authority. My response was probably the cost of an election and some legal assistance.

Whether it was necessary to have a vote on an annexation or formation of a city. The response from me and Paul Savas was "yes."

Wasn't there a State law that protected OLWSD from being absorbed through annexation or incorporation? We told the group this had been thoroughly researched and the previous effort to do that had not succeeded.

Had we considered contracting with WES/Clackamas County and what was the governance structure there? We stated that we had not considered contracting with the County, we were not sure that would be of interest to the County and that the Clackamas County Board was the governance body over WES.

What is the difference between the Parks District and OLWSD? Paul Savas jumped in again and reference provisions under State law and made the point that special districts like OLWSD have elected boards while boards have appointed advisory membership.

The remaining hour of the meeting was a presentation by J.L. Wilson, Public Affairs Counsel and Oregon State Chamber Counsel, talked about Covid shut downs for business and the severe impacts of the shut downs, particularly on restaurants, gyms and other hospitality businesses. He also said that the state officials did not seem to be favorably inclined to make changes in the Covid shut down requirements for businesses. He and Laura Edmonds encouraged businesses to apply for new funding and assistance through [ClackamasChamber.org](http://ClackamasChamber.org) and through Clackamas County which has additional financial grants available for businesses with less than 25 people.

Susan D. Keil, OLWSD Director