

# ARCH CAPE SANITARY DISTRICT MINUTES

18 May 2018

A quorum was present.

Sanitary Board: Ron Schiffman, President  
Darr Tindall  
Casey Short

Excused Absent: Virginia Birkby, Vice-President  
Debra Birkby, Treasurer

Water Board: Dan Seifer (non-voting)

Public: David and Jeannie Stockton

Staff: Phil Chick, District Manager  
Steve Hill, Secretary

Mr. Ron Schiffman called the meeting to order at 8:45 pm.

**Public Comment:** None.

**Agenda:** Ms. Tindall moved acceptance of the agenda which was seconded by Mr. Short. All in favor. Motion carried.

**Consent Agenda:** Ms. Tindall moved acceptance of the consent agenda which was seconded by Mr. Short. All in favor. Motion carried.

## **Old Business:**

**Auditor Search:** (Information) As discussed in the Water District meeting the district did not receive any RFP quotes but indicated that one potential auditor might submit one with an increase in time to respond. Mr. Hill said he would broaden the search.

**Columbia Bank Account Signature Cards:** Mr. Schiffman reported that he had completed the digital signature card for the district. The card is complete with the exception of Ms. Virginia Birkby.

**New Business:**

**City of Cannon Beach Cooperative Assistance Agreement – Wastewater Support:** Mr. Short moved ratification of the agreement (attached) as provided by Mr. Schiffman which was seconded by Ms. Tindall. All in favor. Motion carried.

Cannon Beach submitted an amended agreement (attached) which needs to be modified to reflect the Arch Cape Sanitary District and contain the appropriate signature lines.

Ms. Tindall moved to authorize the District Manager to execute a revised agreement with Cannon Beach as amended which was seconded by Mr. Short. All in favor. Motion carried.

**Reports:**

**Accounts Receivable:** Mr. Hill reported that the districts receivables were in the same condition as the prior month.

**District Manager’s Report:** (attached)

**Treasurer’s Report:** Accounts were reported to be reconciled. The LGIP account had a balance of \$325,476 and the checking account at Columbia Bank of \$100,562 as of April 30, 2018. .

**Board Comments:** Mr. Short asked if anything had been done by Mr. DeBlasio to connect to the district and asked that if he had not that Mr. Chick speak to Eileen Eakins for a recommendation. Mr. Chick said that no contact had been made by Mr. DeBlasio and he would check with legal counsel.

**June Agenda Items:** Budget, auditor search, fire suppression, and DeBlasio update.

**Public Comment:** Mr. Seifer asked that any work performed by Mr. Chick on behalf of Cannon Beach shouldn’t be charged against or credited to the Sanitary District. He offered his thanks to the staff and asked that the boards appreciation be passed on to Mr. Matt Gardner.

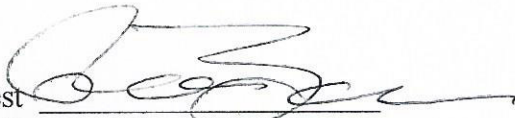
The meeting was adjourned by Mr. Ron Schiffman at 8:00 pm.

Respectfully submitted,



Steve Hill

Attest

  
Mr. Ron Schiffman, President

## INTERGOVERNMENTAL COOPERATIVE ASSISTANCE AGREEMENT

This Agreement is entered into, by and between Arch Cape Sanitary District (ACSD), and the City of Cannon Beach (CITY).

### WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of sewer related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction, maintenance of, and operation of sewer systems and other support;

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

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation of the mutual assistance;

WHEREAS, the ACSD and the Arch Cape Domestic Water Supply District (ACDWSD) operate under an intergovernmental agreement for staff support service providing that ACSD staff are employees of the ACDWSD.

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

WHEREAS, the CITY and ACSD enter into this cooperative agreement, to carry out this joint effort and work,

NOW THEREFORE, the parties agree as follows;

- 1) The effective date is: May 4, 2018, or upon final signature, whichever is later.

This agreement will continue until formally terminated.

- 2) Each party is an independent contractor with regard to the other party(s) and agrees that no party has control over the work and the manner in which it is performed by another party. No party is an agent or employee of any other. Accordingly, ACDWSD employees and City employees are covered under their own entity's workers' compensation coverage.
- 3) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 5) Modifications to this Agreement are valid only if made in writing and signed by all parties.

- 6) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold

harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

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

#### 11) Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder and provided to the Requestor as needed.

#### 12) Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- a. Compensation for workers at the Responder's current pay structure, including call Back, overtime and benefits.
- b. Compensation for equipment at Responder's established rental rate.
- c. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for

- such replacement.
- d. Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.
  - e. In situations when cost are shared for the execution of joint projects or work, each party will be responsible for the costs equitably distributed in proportion to the benefit.
- 13) Each party agrees to share utility information regarding capacities, regulatory limits, long-term planning, cost of operations and funding mechanisms. Confidential and sensitive information and vulnerability assessments are excluded from the agreement.
- 14) Each party may request the other to participate in the implementation of joint efforts of system maintenance when such joint efforts may result in reduced cost to both parties. Examples may be sewer cleaning, testing, televising and repairs.

**TERMS OF AGREEMENT.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement shall remain in effect and shall continue until formally terminated upon the request of either party. Any party may terminate its participation in this Agreement as follows: 1) Written notice of intent to terminate 30 days prior to either parties wish to rescind this agreement; and 2) Termination will not affect a party’s obligation for payment arising prior to the termination of this Agreement. This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance of mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

**Contact Information**

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

Karen La Bonte, Interim Public Works Director  
 Public Works Department  
 City of Cannon Beach  
 P O Box 368  
 163 East Gower Street  
 Cannon Beach, OR 97110  
 Phone: (503) 436-8068  
 Fax: (503) 436-2050  
 Mobile: (503) 440-8579  
 Email: [labonte@ci.cannon-beach.or.us](mailto:labonte@ci.cannon-beach.or.us)

Phil Chick  
 District Manager  
 Arch Cape Water and Sanitary Districts  
 32065 East Shinglemill  
 Arch Cape, OR 97102  
 Phone: (503) 436-2790  
 Fax: (503) 436-1467  
 Mobile: (503) 739-2383  
 Email: [philchickacutil@gmail.com](mailto:philchickacutil@gmail.com)

For the purposes of reporting to the Oregon Department of Environmental Quality, Phil Chick from the Arch Cape Sanitary District will be named as Direct Responsible Charge operator for the City of Cannon Beach wastewater treatment plant and wastewater collection system.

**Signatory Authorities:**

\_\_\_\_\_  
 Arch Cape Sanitary District  
 Ron Schiffman, President of the Board

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of Cannon Beach  
 Bruce St. Denis, City Manager

\_\_\_\_\_  
 Date

AMENDMENT TO  
INTERGOVERNMENTAL COOPERATIVE ASSISTANCE AGREEMENT

This amendment is entered into, by and between Arch Cape Sanitary District (ACSD) and the City of Cannon Beach (City).

In May 4, 2018, City and Arch Cape Sanitary District entered into an Intergovernmental Cooperative Assistance Agreement, a copy of which is attached hereto. In accordance with the terms of the attached Intergovernmental Cooperative Assistance Agreement, City has requested technical staff support from ACSD for operations and maintenance activities of City's wastewater treatment facilities.

The ACSD hereby agrees to provide qualified wastewater operators to assist on an as-needed basis as follows:

- Estimated hourly support will be up to 10 hours per month for operations and maintenance activities of the wastewater systems. This total is expected to include any potential emergency or after-hour requests for support.
- Hourly rate will be \$50 inclusive of labor and service truck time. Payment will be made to Arch Cape Domestic Water Supply District.
- Request for support will be made by City plant operator, Trevor Mount or Mike Brown to and coordinated with Phil Chuck of ACSD.
- For the purposes of reporting to the Oregon Department of Environmental Quality, Phil Chick from the ACSD will be named as Direct Responsible Charge operator for the City of Cannon Beach wastewater treatment plant and wastewater collection system.
- Duration of this assistance is estimated to be needed for up to 6 months starting on May 4, 2018.
- ACSD will provide City monthly reports on total staff hours worked by ACSD, total costs for providing support and any noted issues or concerns.
- City will make payments for staff assistance hours worked to ACSD within one month of receiving the monthly report from the ACSD.
- City and ACSD mutually agree that this amendment can be terminated at any time on 30 days written notice from one party to the other.

The technical points of contact regarding this amendment are as follows:

Karen La Bonte  
Interim Public Works Director  
City of Cannon Beach

Phil Chick  
District Manager  
Arch Cape Sanitary District

IN ALL OTHER RESPECTS THE AGREEMENT, as it applies to City of Cannon Beach, REMAINS UNCHANGED.

**Signatory Authorities:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ron Schiffman, President Arch Cape Sanitary District

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ron Schiffman, Vice President Arch Cape Domestic Water Supply District

\_\_\_\_\_  
Date: \_\_\_\_\_  
City of Cannon Beach  
Bruce St. Denis, City Manager

## Manager Report May 18, 2018

### SANITARY:

13.7" of rainfall was recorded for the month of April. The plant treated 4.95 million gallons of wastewater.

The self-cleaning inlet screen at the irrigation pond became plugged up, not long after opening the irrigation site for the season. Staff had to lower the level of the pond and access the cleaning jet that keeps the screen clean. Several of the jets were plugged with debris and had to be cleaned. We used our winter season stream outfall for two days during this time, and DEQ was notified. The screen is now working properly again. It will be sent in to the manufacturer to have the bearings and seals replaced before the beginning of the next irrigation season.

Staff cleaned the membranes on MBR Number 1. Number 2 will be done the week of May 21<sup>st</sup>, with the next cleaning happening in the fall in preparation for winter.