

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT MINUTES

19 January 2018

A quorum was present.

Water Board: Virginia Birkby, President
Ron Schiffman, Vice-President
Linda Murray
Dan Seifer

Excused Absent: Debra Birkby, Treasurer

Sanitary Board: Casey Short (non-voting)
Darr Tindall (non-voting)

Public: Ben Dair, Sustainable Northwest
Ben Hayes, Springboard Forestry
Mike Manzulli
David and Jeannie Stockton

Staff: Phil Chick, District Manager
Steve Hill, Secretary

Ms. Virginia Birkby opened the meeting at 6:00pm.

Public Comments: None.

Agenda: Move Board Position 2 Oath of Office to precede the consent agenda. Mr. Seifer moved acceptance of the agenda as modified which was seconded by Mr. Schiffman. All in favor. Motion carried.

Board Position 2 Oath of Office – Linda Lapp Murray: (Action) Ms. Linda Lapp Murray took the oath of office for the Water District's Board Position #2 and was welcomed as the newest director.

Consent Agenda: Pull the minutes and move to the next meeting. Ms. Murray moved adoption of the consent agenda as amended which was seconded by Mr. Seifer. All in favor. Motion carried.

Old Business:

Watershed Update :

Public Engagement Strategy: (Action) Mr. Seifer moved adoption of the public engagement strategy (attached) with the understanding that the font within the concentric circle image on page 5 was changed to match by size which was seconded by Mr. Schiffman. All in favor. Motion carried.

Board Room Map: (Information) Mr. Jon Wickersham of North Coast Land Conservancy provided the Board Room Map (attached). It was recommended that the Asbury Creek intake and possibly the adjacent land owners be added to the existing map. Mr. Chick said he would work towards making those adjustments available.

Grant Updates: (Information) Mr. Ben Dair presented a review of the current and expected grant requests (attached). It was suggested and agreed that the District would explore the tax deductibility of contributions received for watershed acquisition.

Onion Peak Holdings Management Plan Review: (Information) The Onion Peak Holdings Management Plan (attached) was presented for comment. Mr. Ben Hayes of Springboard Forestry indicated which of the suggestions he made (attached) concerning the plan that he felt were most important being a recognition of a commitment to not use aerial spraying but said that it was perhaps not necessary to request a modification in their plan since it appeared that Ecotrust Forest Management (EFM) was already committed to those practices mentioned in his review.

Mr. Seifer thanked Mr. Hayes for his clear and informative memorandum. Mr. Seifer moved that the Board thank Mr. Hayes for his work and direct Mr. Chick to work with Mr. Hayes in drafting a positive commendation to EFM regarding their management plan and express our appreciation for their sharing the plan with the District and outlining those areas of interest by the District. This motion was seconded by Mr. Schiffman. All in favor. Motion carried.

Second Water Source Project Update: (Information) Mr. Chick indicated that he was working towards drilling a well in two possible locations at the water treatment plant and that it would be necessary to resolve certain set back issues before drilling could commence. The present stipulated one hundred (100 ft) foot setback radius was reported to be subject to possible reduction by a rule interpretation of the Oregon Health Authority. The treatment plant property's size would allow that a smaller easement would need to be acquired from adjacent property owners. Mr. Chick said the second ground source well would only be put into operation in the event of emergency need by the community.

Cannon View Park (CVP) – Arch Cape Water District Intergovernmental Agreement (IGA): (Action) It was agreed to add language to the IGA (attached) on overhead cost reimbursement to the District from CVP in the event the IGA was put into action. Item to be moved to next month's meeting.

Truck Purchase - IGA: (Information) The amendment to the IGA (attached) provided by counsel was considered. Mr. Chick indicated that he hoped to initiate the truck purchase next month. It was pointed out that the operative language in the amendment was that the truck would be purchased by, owned by (which was suggested as additional language), and insured by the District. The percentage split between the districts will be used in place of a specified dollar amount in the amendment.

Water District Logo: (Information) Staff were directed to utilize the new logo on District business. For meeting announcements involving both districts the Water District and Sanitary District logos would be used.

New Business:

Website Domain Name: (Action) Cape Legacy Forest Reserve and Shark Legacy Forest Reserve were domain names considered in addition to the earlier list (attached) sent in the board packet.

Mr. Schiffman moved that the domain name archcapeforest.org be secured for the website along with archcapeforest.com, archcapeforest.info and archcapeforest.net which was seconded by Mr. Seifer. All in favor. Motion carried.

District Insurance Policy SDIS Longevity Credit Rate Lock Agreement: (Information) The longevity rate locks are in place and the insurance is in force. If possible, arrangements will be made to have our insurance representative meet with the Board at the February Board meeting.

Multi Connection Policy: (Information) For consideration at next month's meeting. Revise the draft resolution (attached) to apply only to commercially zoned property and add language that a concurring approval be obtained by the Sanitary District asserting that they would have sufficient treatment capacity for the requested additional connections under the proposed policy resolution. The resolution would state the action taken following the paragraph beginning with 'Now be it resolved ... '.

Reports:

Accounts Receivable: A/R was reported to be in excellent condition.

District Managers Report: (attached)

Treasurer's Report: None.

Board of Directors' Comments and Reports: Mr. Seifer said he felt our policies touching on public record law should be reviewed in light of recent advice received from Special Districts Association of Oregon. Ms. Virginia Birkby said she was looking forward to working with our

newest director, Ms. Murray. Ms. Murray reflected that she was hoping to learn more about district operations soon.

February Agenda Items: (Information) Insurance, tax deductibility of donations, budget meeting schedule, performance reviews, December 15th minutes, multiple connections resolution and authorized bank account signatories, IGA amendment for the truck purchase, Obtaining a new auditor for 2017-18, Cannon View Park IGA.

Public Comment: Mr. David Stockton said he felt it was wise of the board to accept the guidance offered by Sustainable Northwest regarding our domain name and that the District may find that besides the immediate income received from additional system development charges received as a result of commercial property owners obtaining multiple connections that additional ongoing revenue streams put into place in future quarterly billings would also be of benefit to the District.

The meeting was adjourned by Ms. Virginia Birkby at 7:40pm.

Respectfully submitted,



Steve Hill

Attest 
Ms. Virginia Birkby, President

Arch Cape Domestic Water Supply District Board
Watershed Restoration and Community Forest Creation
Public Engagement Strategy
Updated December 1st , 2017

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Purpose

The purpose of the Arch Cape Domestic Water Supply District Board's *Watershed Restoration and Community Forest Public Engagement Strategy* is to identify and describe the pathways to community participation in the acquisition and management of the Arch Cape drinking water source area.

Core Partners and Roles

This strategy was developed in partnership with North Coast Land Conservancy and Sustainable Northwest. The activities described herein are intended to complement existing communications, public engagement, and campaigns led by these partner organizations. Each of the partners plays a critical role in the success of this project.

Arch Cape Domestic Water Supply District

Identity and Role: The District supplies clean, safe, and affordable water to **Arch Cape residents and visitors**. The District is the future owner of the community forest, which will be managed with community input on the management plan and through elected representation on the District Board.

Activities:

- Hold title to land and/or easement;
- Have decision-making and budgetary authority;
- Ensure long-term protection of the conservation values of the forest;
- Manage the forest for high-quality, clean drinking water.
- **Oversight of land management activities including periodic timber harvests, replanting, and road maintenance.**

Communications strategy

- Conversations with customers and residents in Arch Cape;
- Emails to customers and direct mail to residents;
- Lead designer for branding and consistent visual elements;
- Focus on messages relating to clean water and what community forestry can do for Arch Cape

North Coast Land Conservancy

Identity and Role: The Conservancy is the region's land trust dedicated to preserving habitat, conserving land, and engaging people with nature. The Conservancy is the District's conservation partner and future neighbor within the Rainforest Reserve.

Strategies and Core Strengths

- Buying land - including forests and wetland;
- Conservation easement acquisition, monitoring, and enforcement;
- Education, outreach, and meeting facilitation.

For example, NCLC's role for the City of Cannon Beach was to lead fundraising and transaction activities for the Ecola Creek Watershed Reserve.

Sustainable Northwest

Sustainable Northwest: a non-profit committed to increasing the extent and scale of community forests in the Pacific Northwest. The organization is providing technical assistance in support of the District's interest in protecting the drinking water source area and creating a community forest.

Strategies and Core Strengths

- Facilitating public meetings;
- Grantwriting and grant administration;
- Funding, financing, and economic incentives;
- Sustainability certification and wood supply chain.

Staffing

The public engagement strategy has the greatest chance of success if a single point of contact, the *outreach coordinator*, takes responsibility for implementation of the strategy and timely response to stakeholder feedback. This coordinator can be a new volunteer, staff member, or existing partner.

Action item: The District will first outline a framework for public engagement and then evaluate the time commitment required to carry out the strategy. The Board should then determine the available budget and hiring/selection process to staff the public engagement strategy. In the interim, the responsibility will be shared on a volunteer basis by the project partners and coordinated through monthly conference calls or in-person meetings.

Communications and Messaging

The District and core partners commit to using clear, compelling language to describe the purpose and intent of the watershed acquisition and management-related work.

Through facilitated dialogue with the board, community partners, and members of the public the group has crafted the following *key messages* to share with members of the community and other stakeholders:

- The District is working in partnership with North Coast Land Conservancy and Sustainable Northwest to protect the Arch Cape Drinking Watershed.
- The watershed will be protected to ensure local citizens and visitors of Arch Cape have access to clean and safe drinking water.
- The Arch Cape community forest concept grew out of North Coast Land Conservancy's Rainforest Reserve proposal, which seeks to conserve 3,500 acres of timberland above Arch Cape and adjacent to Oswald West State Park. The approximately 2,100-acre Arch Cape community forest would include land within those 3,500 acres as well as additional low-elevation forestland.
- Our vision is to provide clean, safe, and affordable drinking water to Arch Cape residents and visitors through the creation of a working, community-owned forest, to sustain the rich character and beauty of Oregon's coastal rainforest for generations.

Action item: The Board and core partners review and refine the core messages. Seek consensus among partners to approve the core messages.

Monthly Board Meetings

The Water Supply District Board meets the third Friday of each month at 6 PM at the Fire Hall. The meetings are open to the public and everyone is encouraged to attend. Every month there will be a standing agenda item dedicated to discussing updates on the status of the watershed.

Quarterly Newsletter

Every quarter, the District will provide a written update to customers regarding the condition of the watershed and the status of acquisition and restoration work. The District will work to build a web presence that may include updates shared in the Community Club newsletter, postings on Facebook, and/or a website.

As updates may be infrequent in the early days of the project, the District can begin by educating its customers and residents. This can take the form of a FAQ section that raises and answers one question each month to grow over time.

The outreach coordinator can track public engagement by tallying the number and frequency of email replies, Facebook *likes* and comments. Additional engagement strategies will be developed to reach seasonal and non-bill-paying visitors.

Annual Field Trip

Every year the Arch Cape Water Supply District will host a field tour of Shark and Asbury Creeks. Landowner permission will be secured upon scheduling the tour. The tour will be open to the public and showcase opportunities to restore, improve, and protect the watershed through community ownership. The outreach coordinator will track attendance and interest in the event over time.

Target Audiences

Communications will start with the core, direct audience of residents and ratepayers and expand over time. Beyond its permanent residents, Arch Cape has a number of stakeholders invested in the future of the community and the watershed.

Public agencies, local governments, churches

Neighboring communities, recreation groups, businesses, local schools

Community groups, potential funders, vacation rental companies

**Residents,
Visitors,
Second home
owners**



Appendix 1. Supporting information

The strategy was developed through public meetings with core partners. Public meetings occurred in Arch Cape on August 7, August 18, September 15, October 20, November 17th 2017. A work session was publicly posted and subsequently held on October 30th 2017.

List of Attachments and references

Table 1. Example target audience

Table 2. Example timeline for activities

October 2017. "M Cerelli Marketing ArchCapeWaterDistrict_Proposal"

October 2017. "NCC press release_One step closer to Arch Cape Community Forest"

DRAFT

Table 1. Example target audience

Target Audience	Example(s)
Property Managers, Second Homeowners, and vacation rentals	Cannon Beach Vacation Rentals, AirBnB, VRBO
Community Groups	Arch Cape Community Club, Castle Rock Homeowners Association, Cape Falcon Marine Reserve
Churches	St. Peter the Fisherman Church, Cannon Beach Community Church, St. Catherine's Episcopal Church
Neighboring Communities	City of Cannon Beach, local newspapers, farmers markets
Fire District	Cannon Beach Rural Fire Protection District
Rate payers	Full-time residents
Recreation Groups	Northwest Trail Alliance
Local Schools	Fire Mountain School
Public Agencies	State Parks, DEQ, ODF, OHA, ODOT
Potential Funders	Oregon Community Foundation
Local Governments	Clatsop County
Businesses	Cleanline Surf Co., Pelican Brewery, Tillamook County Creamery Association

Action item: develop a contact list including name, phone, email of targeted audiences/individuals

Action item: identify outreach strategies that are likely to be most effective at reaching the target audiences

1. Direct mailing and inserts into water bills;
2. Emails to water customers;
3. Social media (incl. promotions) to share media;
4. Website and FAQ.

Table 2. Example timeline for activities

Date	Activities
Oct- Dec 2017	<ul style="list-style-type: none"> ● Finalize mission and vision statement ● Draft announcement about community forest opportunity (see press release) ● Coordinate with NCLC and Sustainable Northwest to complete the Public Engagement and Outreach Strategy; ● Schedule work session for Q4 2017 with the purpose of drafting outreach materials ● Begin outreach to fill vacant Board seat ● Begin drafting development and funding strategy for January 2018 RFPs
January- March 2018	<ul style="list-style-type: none"> ● Identify outreach coordinator ● Draft newsletter content for general education ● Set date for 2018 Watershed Field Trip (early summer 2018) ● Web and Social media engagement efforts launched (create page, begin outreach) ● Community Advisory Committee convened as a working group to include members of community and board ● Revisit development and funding strategy. Update on grant applications (FFLP): 2-page description of potential forest management strategies shared through the newsletter ● Submit letters of interest for January 2018 RFPs (OR DEQ, OHA)
April-June 2018	<ul style="list-style-type: none"> ● Field trip publicized and coordinated ● Decision about whether to invite external fundraising and development expertise
July- September 2018	<ul style="list-style-type: none"> ● Forest management vision draft presented by Community Advisory Committee
October- December 2018	<ul style="list-style-type: none"> ● Evaluate community engagement strategy and launch campaign to complement Federal and State grant funding award decision

Prepared for: Arch Cape Domestic Water Supply District
Prepared by: Ben Dair, Senior Manager of Conservation Finance, Sustainable Northwest
Date: January 18th, 2018
Subject: Fundraising to-date for the Arch Cape community forest project

About

This memo describes fundraising activities to-date and lays out funders' expectations, desired outcomes, and ongoing activities.

Throughout 2017, the nonprofit organization Sustainable Northwest and the Arch Cape Domestic Water Supply District collaborated to secure grant funding for project pre-development activities in the forested watershed that serves as the community's sourcewater protection area. In their public meeting on November 17th, 2017, the Board adopted the following language:

Our vision is to provide clean, safe, and affordable drinking water to residents and visitors of Arch Cape through the creation of a working, community-owned forest, to sustain the rich character and beauty of Oregon's coastal rainforest for generations.

Sustainable Northwest staff Andrew Spaeth (Forest Program Director) and Ben Dair (Sr. Manager of Conservation Finance) have provided technical assistance and meeting facilitation to the District Manager (Phil Chick) and the District Board from April 2017 through the present and operate under a memorandum of understanding to secure the baseline knowledge and financial resources necessary for watershed acquisition.

Secured and anticipated funding for Arch Cape *capacity and technical assistance*

Source	Amount	Status	Uses
DEQ	\$9,000	Secured in 2017, contract pending as of 1/18/2018. Phase 2 application submitted for 2018.	<ol style="list-style-type: none"> 1. Sustainable Northwest pre-development work (\$6,000) 2. Other technical assistance (\$3,000)
OWEB	\$33,000	Recommended for funding in January 2018. Decision anticipated April 24th 2018.	<ol style="list-style-type: none"> 1. Hire local public engagement coordinator (\$22,800) 2. Support for regional watershed coordinator (\$3,800) 3. Travel (\$3,600) 4. Sustainable Northwest overhead (\$3,000)

Anticipated funding for Arch Cape *acquisition funding and capital campaign*

Source	Amount	Status	Uses
USFS	\$4.5M	Forwarded to national review panel. Decision in November 2018, for award in 2019.	<ol style="list-style-type: none"> 1. Conservation easement 2. Fee simple acquisition

Regional Community Forest Initiatives (Past Activities and Ongoing Priorities)

Sustainable Northwest staff time has been supported by grants from the USDA Cooperative Forestry Agreement and the Weyerhaeuser Family Foundation grants awarded with the purpose of supporting the Northwest Community Forest Coalition (NWCF). In order to increase forestland acquisition opportunities for interested communities, the coalition [works] to accomplish the following overarching strategic priorities:

1. **REGIONAL COALITION:** Develop a strong organizational foundation for the coalition to ensure a lasting ability to provide community forest practitioners with the networking opportunities, technical and financial resources, and marketing capacity they need to be successful.
2. **FINANCE and FUNDING:** Enhance and develop acquisition and stewardship funding sources and mechanisms that support ownership by local governments and community-based organizations that align with community forest long-term management goals.
3. **NETWORK and CAPACITY BUILDING:** Build a regional network of community representatives and forest and finance professionals. Create a web-based forum to facilitate sharing of strategies, experience, and technical and financial resources.
4. **PROJECT SUPPORT:** Provide technical and financial support to pilot projects in the Pacific Northwest that demonstrate the potential of community forests.
5. **MARKETING and OUTREACH:** Develop and implement a targeted marketing and education strategy promoting community forests and their products to decision makers, funders, researchers, and landowners.

Local Community Forest Initiatives (Past Priorities and Pending Resources)

In May 2017, Sustainable Northwest and the District secured a grant from the Oregon Department of Environmental Quality (OR DEQ) submitted with the purpose that "The activities supported by this request will include technical assistance, public awareness and education, and training." The goal is to support the broader effort towards an acquisition and management plan, where "Success will be measured by the delivery of an actionable plan for the District to take a direct ownership stake in the watershed. The plan will include assessments of the geography, standing timber stock, baseline environmental conditions, and required ecological restoration."

Specific budget activities include

1. Providing Technical Assistance to the District Board
 - Drafting of vision, mission, and strategy statements for the district board (completed 2017)
 - Meeting with Society of American Foresters certified forester to discuss management planning and asset management process (planned for January 2018);
2. Providing Technical Assistance to the District Board
 - Facilitating a community advisory committee to inform community forest planning

In November 2017, an additional application was submitted to the Oregon Watershed Enhancement Board (OWEB) for assistance with Stakeholder Engagement.

The objectives of the District adopted in Fall 2017 are to:

- Engage local citizens and community partners in acquisition and management planning;
- Identify economically and ecologically sustainable management practices that ensure affordable water rates and adequate watershed protections;

- Develop responsible and reliable governance and oversight mechanisms for the watershed.
- Explore additional value-producing opportunities such as timber production, carbon sequestration, wildlife habitat, and local recreation; and
- Preserve the quality of life and character of Arch Cape.

Activities

The activities proposed to accomplish these goals include:

- Host at least three (3) community workshops on community forests and sustainable forest management;
- Lead at least one (1) annual field tours through the drinking watershed and engage scientific experts to explore forest management, wildlife habitat, and water quality implications;
- Leading learning exchanges with municipal officials and foresters for the towns of Cannon Beach and Astoria through in-person meetings and field tours;
- Establishing trust with local residents, homeowner and rental associations, and other citizens groups through clear and timely communications including social media, community meetings, District board meetings, and direct outreach to influential community members;
- Establishing a Community Advisory Committee that includes diverse representation of local community members, partner organizations and neighboring landowners, and other experts

Future Initiatives

Beginning in 2018, Sustainable Northwest will additionally work towards the strategies and objectives supported by a grant from the Meyer Memorial Trust for the *Oregon Coast Community Forest Initiative*, which falls under the NWCFC priority of #4. Project Support. These are supported by a separate funding source and represent *additional*, regional network and movement-building activities.

Strategies and Objectives include:

1. *Gain a comprehensive understanding of the resource base and prioritize engagement through GIS-based mapping and assessment.*
 1. Conduct a Vulnerability Assessment
 2. Map Oregon's Coastal Drinking Water Source Areas
2. *Coordinate community groups and enable local action through foundational outreach and education.*
 1. Community Forest Field Tour
 2. Targeted Community Outreach
 3. Oregon Community Forest Training Module
3. *Demonstrate the viability and replicability of innovative Community Forest governance models on the Oregon Coast.*
 1. Replicating the Success of a Demonstration Project
 2. Scaling up Working Community Forest Models in Lincoln County
 3. Community Forest Pilot Project in Rockaway Beach
 4. Documenting and Sharing Lessons Learned

To: Andrew Spaeth, Sustainable NW

From: Ben Hayes, Springboard Forestry

Subject: Arch Cape review of EFM Onion Peak PMP

Overall, the Onion Peak Holdings Property Management Plan Public Draft 1 is a well thought out and organized management plan document. While just one component of the long-term management documentation, it is written close to industry best practices and FSC standards. Some issues were identified that may want to be brought up by the Arch Cape Water District, including the determination of High Conservation Value Forest (HCVF), herbicide use in the domestic water supply areas, limited discussion of access or road maintenance issues in the domestic water supplies, and a lack of any specific or example resource recommendation or harvest plans. Each are discussed as follows:

High Conservation Value Forests are forests that are identified for their inherent and unusual conservation value, based on six indicators. The 4th indicator is ecosystem services, and while there is not a clear interpretation, the Soil Association and other FSC auditors have generally interpreted this to mean all domestic drinking water supply watersheds included in an FSC certified property, delineated upstream from the point of intake. Indication of HCVF does not stipulate particular management practices, but does indicate the importance of the area, and the care that should be taken when managing it. A document on identifying HCV areas can be found on the FSC website at: <https://ic.fsc.org/en/what-is-fsc/what-we-do/strengthening-standards/high-conservation-values> While some of the streams within the property were identified as HCVF, the entire watersheds upstream of the intakes for the domestic water systems were not identified. A proposed best practice in an HCV designated for domestic water supply could be to include 100' no-entry stream buffers on all main stem and seasonal streams. Arch Cape may want to ask EFM to designate all domestic water supplies as HCV Forest, which could increase the ability of the water district to influence management going forward.

Herbicide use is common on the Oregon coast, but has garnered significant attention in recent years. The Onion Peak plan does have some limited language around herbicide use, but does not firmly allow or prohibit aerial or broadcast herbicide application. If EFM was unwilling to outright prohibit herbicide use in the domestic watersheds, it may be possible to include language about prohibiting broadcast applications, and sharing all spray information (chemical, concentration, carrier, and application) with the water districts. Spot spraying or mechanical treatment would be the preferable option.

Public access or road maintenance in domestic water supplies is briefly addressed in the plan, but no notes are made about limiting access to the domestic water supplies or allocating road maintenance funding to the domestic watersheds. In addition, it is standard for a management planning process to include a road inventory, which the Arch Cape Water District should ask for a copy of. That road inventory will identify any problem segments or culverts, culvert needs, and a long-term maintenance plan. There are likely places within the watershed where culverts

can be disconnected from ditches and ditches disconnected from stream channels. This allows water to be pushed onto the forest floor, which if well managed can mitigate fine sediment erosion and contribution to the streams.

The final ask that Arch Cape may want to make is the inclusion of specific resource recommendations or a harvest plan extending 2-5 years, including the standard treatment of stream buffers within the domestic watersheds. This could help to give a better idea of how large buffers will be, what retention could be left during a “variable retention” harvest, and how large even age management units might be. It also could open the door to ongoing input into silvicultural activities within the domestic water supplies. If EFM shifts the domestic water supply areas to HCVF, the management would not necessarily need to change, but the level of input from local community groups into ongoing management could be increased, and review of silviculture would be appropriate. Having a sample set of resource recommendations or a few years of harvest planning included in the management plan would allow for frontend input from Arch Cape and other domestic water systems.

Overall, the plan factors in many of the concerns that a manager would have regarding a domestic water supply. The 4 issues identified above, HCV Forest, herbicide use, public access, and resource recommendations or harvest planning, would all bring the plan up to a level where Arch Cape could have more confidence in EFM’s planned management and awareness for the water supply. While the management plan is an important tool, ongoing involvement with silviculture and road work will be important, and is the best way to influence outcomes on the watershed.

Ben Hayes
Springboard Forestry LLC
ben@springboardforestry.com
971.678.9464
615 SE Spokane St, Portland, OR 97202

INTERORGANIZATIONAL COOPERATIVE ASSISTANCE AGREEMENT

This Agreement is entered into, by and between Arch Cape Domestic Water Supply District (ACDWSD), and the Cannon View Park Inc. (CVP), a non-profit, mutual benefit corporation with members.

WITNESSETH:

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

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

WHEREAS, each entity may from time to time 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, 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, ACDWSD and CVP 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: 1 March 2018, or upon final signature, whichever is later. This agreement will continue until formally terminated.
- 2) Each party is independent 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 are covered under ACDWSD's workers' compensation coverage and CVP's contractor(s) are covered under their own policy(ies).
- 3) No party or its employee(s) 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, employees, and contractors, 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 the Employee's (Employees') or Contractor's (Contractors') hourly rate. Compensation may include:

- a. Compensation for worker(s) at the Employee or Contractor'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 costs 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, 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.

EMERGENCY WATER SUPPLY NEEDS

Both parties will supply each other with water in the event of a major, substantial disruption of water supply as a result of earthquake, flood, fire, or other catastrophic event to the respective water systems. Water will be provided only in the case that it does not interfere with the domestic and fire suppression requirements of the provider. In such an event that emergency water is supplied, the amount of water and cost would be determined at the current established rate of the providing party, and charged to the receiving party on a per customer basis. Individual residence water use would be determined by reading the meters at both the beginning of, and at the end of the water shortage event.

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 hereinabove provided in (4). 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:

Phil Chick
District Manager
Arch Cape Domestic Water Supply District
32065 East Shingle Mill Lane
Arch Cape OR 97102
Phone: (503) 436-2790
Mobile: (503) 739-2383
Email: philchickacutil@gmail.com

Richard Gibson
President
Cannon View Park, Inc.
1000 NW Greenleaf Rd
Portland OR 97229
Mobile: (503) 313-7837
Email: richard.gibson@comcast.net

Signature

Signature

Date

Date

Possible Community Forest Website Domain Names:

- 1.) arch cape temperate rain forest reserve.com
- 2.) arch cape domestic water supply district forest reserve .com
- 3.) arch cape community rain forest reserve.com
- 4.) north oregon coast rain forest reserve .com
- 5.) Arch Cape community forest .com
- 6.) headwaters AC.com
- 7.) ac head waters legacy.com
- 8.) acccleanwater.com
- 9.) archcapeforest.com
- 10.) shark creek forest.com
- 11.) accommforest.com

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 18-01 WD

A RESOLUTION BY THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT (“District”) PROVIDING MULTIPLE SERVICE CONNECTIONS TO DISTRICT CUSTOMERS

Whereas, the District, a special service district of the State of Oregon, wishes to make available additional water service connections to customers where each connection provides for a base use of five thousand (5,000) gallons of water per month before excess water usage charges are assessed and representing the maximum water demand of a single family residential unit known as an Equivalent Dwelling Unit (EDU).

Whereas, the District further understands that customer needs vary depending upon a variety of factors including the size of the structure supplied, special equipment utilized, or commercial activity; and

Whereas, the District further stipulates that:

- (1) It has available three quarter (3/4”) inch meter connections equivalent to one (1) EDU at the then existing system development charge (SDC) established by the board of directors; and
- (2) It has available one (1”) inch meter connections equivalent to two and a half (2.5) EDU’s at the then existing system development charge (SDC) established by the board of directors; and
- (3) That customers are charged an amount per calendar quarter in advance for base service and debt servicing as may be established from time to time by the board of directors for each size connection whether three quarter (3/4”) inch or one (1”) inch; and
- (4) That all connections serving a customer must be of the same size; and
- (5) That such additional connections are available to customers upon application to and approval by the District board of directors; and

Whereas, District customers may wish to upgrade all of their existing connections from three quarter (3/4”) inch to one (1”) inch and may do so by paying the District the difference in SDC charges then existing between a more expensive one (1”) inch connection and a three quarter (3/4”) inch connection; and

Whereas, the District requires that should a customer with an existing three quarter (3/4”) inch connection or connections purchase a one (1”) inch connection or connections they must pay the District the difference in SDC charges then existing between a more expensive one (1”) inch connection and a three quarter (3/4”) inch connection for all connections previously held; and

Whereas, the District may ultimately grant or deny the purchase of multiple connections based on available water supply and storage capacity.

NOW, THEREFORE, be it resolved the Arch Cape Domestic Water Supply District hereby authorizes multiple service connections to better provide for customer needs.

Adopted and signed this ____ day of _____ 2018.

Virginia Birkby, President

Attest _____

Manager Report January 19, 2018

WATER:

We are nearly finished with logging the GPS locations of all of the water meters in the District. This information, along with an annual physical inspection and brush cutting of meters will allow anyone to easily find meter locations. Staff will be doing random meter accuracy testing of 10% of our meters within the next several weeks.

New connections appear to be on track to meet or exceed our assumptions for FY 2018-19. Our office has received several contacts from property owners with plans to build homes in the near future.

We received a notice for timber harvest operations to occur in the area below the Shark Creek water intake. . Approximately 9 acres are scheduled for a combination of thinning and clear cutting on land owned by Cedar Love LLC. This operation is leaving much larger stream buffer setbacks than we have encountered with other harvest plans, maintaining 100-150' from the creek. Disruption to our daily operations during the operation should be minimal, and staff will be coordinating with the landowner as a start date becomes clearer.

Reminder: The annual SDAO conference will be in Seaside on February 8th-11th. If any Board members would like to attend please let me know by January 26th.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

December 2017

Total Hours	336.00	136.00	200.00
Percentage Split		40%	60%
Total Accounts	627	288	339
Percentage Split		46%	54%