

**Rivergrove Water District
Minutes-Special Board Meeting
April 7th, 2017**

Chair DeVries called the Rivergrove Water District special board meeting to order at 2:30 PM at 17661 Pilkington Rd, Lake Oswego. Commissioners DeVries, Patterson, Johnson, McDowell and Roth were present. Manager DJ Ezell and Finance Manager Dan Zimmerman were also present. Ms. Fran Wilson or no other members of the public were present.

Public Comments: None

UNFINISHED BUSINESS

TAB 1-3: Appeal of Discount for Customer Fran Wilson

Chair DeVries noted that they were holding the meeting to discuss the status of Ms. Wilson's account after the application of a leak adjustment was made and denied by the District Manager. Idea is for the Board to come to a consensus either to accept her last payment as paid in full or to insist that her account balance be paid in full as our records show.

Discussion: Commissioner Patterson asked if there was anything new from Ms. Wilson since the information that was included in the Board notebook?

DJ stated that there were two emails sent to the Board and a letter sent to Dan which we emailed to everyone. She printed it out for those that hadn't read it in the email and passed it out to all members.

Chair DeVries stated that as it stands now we informed her that we are meeting today to come to a consensus and stayed the shut off until that decision was made.

Dan stated that basically she wrote the events as she saw them. He thought that it was a good thing for them to see that it is her point of view as she sees it. She refers to the communications that we have had in the last couple months but we have provided the communication to the Board so that they can actually see what was sent. We tried to summarize what they were but actually printed off the actual emails and letters for the Board's reference. Some of the things that she said Dan had said or agreed to he had not. He felt he was careful in his verbiage to not say she would qualify for a leak credit. It is the only avenue that we have for a customer to appeal for a large water bill so he has never told anyone not to apply for it. He has never told anyone that they would for sure qualify for it. He has told them to apply and go through the process and then we respond as a District. One thing that I felt worth noting to the Board when she submitted her leak adjustment application she didn't allow the process to happen. She took it upon herself to come up with her own calculations and send in a payment with her submission thinking that the way she did it was how it should be done. It did not adhere to our process.

Commissioner Patterson stated so #1 in terms of the appeals process itself there is nowhere in the leak adjustment application document itself listed that the applicant is supposed to formulate their own solution and how they came up their numbers. It is the District's responsibility to ascertain that information. Dan stated right. He would almost say that her submission skipped the leak request and basically went to an appeal on how it should be.

Board members asked where the application was in the packet. Commissioner McDowell stated that it follows the paper form that on the top reads "See Attached."

Dan stated that one of the claims Ms. Wilson is making is that with the leak credit application she sent a payment and that we cashed it. And she is claiming because we cashed her payment that it should be considered that we accepted her deal. He continued that in no place in her submission did it say that accepting this payment means you accepted my proposed solution. And nowhere on the check did it say final payment or paid in full. We got copies of the check from the bank to show that to the Board.

Chair (C), Board Commissioners (B), and staff (S) discussion:

1. (B) She's making up her own solution and not following what the District's procedure is. If every applicant did that could you imagine the mess that would cause?

2. (B) She's also under the assumption that the water agent has the right or obligation to turn off the water. On the advice of our Attorney we don't want the liability of turning off their water even though she has given us permission to turn off her water.
3. (B) She has refused to give us a good phone number which is problematic. It appears she hasn't given her neighbors any contact information because they called us.
4. (B) Even though she thinks that we should shut off her water at the meter it is not really something for us to do with exception of a delinquency or if we need to fix things on other side of meter.
5. (S) Her changing crucial parts of the story such as in the beginning she is saying just go ahead and turn off at the box next to the irrigation. Now she is saying reasonable people would ask her why didn't the water district shut the water off at the meter knowing she was on vacation. Well the truth is we didn't know she was on vacation we were told that she might be on vacation. It was a Friday and if we had shut off the water at the meter and she showed up home she wouldn't have water for the entire weekend. We tried to reach out to her as a possible solution but we never heard back from her.
6. (B) Again we didn't have a direct telephone number. See how simple things would have been if we had a direct telephone number. She feels like we shouldn't be turning people's water off if we don't have a direct telephone number. It's a whole lot of wasted time for staff and Board.
7. (C) He is calculating \$379.85 between the checks. Is that what she calculates as the leak adjustment? Has she given us any reasoning behind how she arrived at this?
8. (S) She took the last year's bill off the total amount and then figured the leak adjustment. But since we had a rate increase this would not be what our calculations would end up anyways.
9. (B) But at first she felt that she only owed 2/3^{ds} of the leak adjustment amount because for the other 1/3rd Rivergrove should be responsible for since they didn't turn it off when they were called. That is not necessarily true.
10. (B) What does our policy say? We can't treat her any different than any other customer.
11. (C) We can look at this a couple different ways. He is not abdicating any of these he is just putting them out on the table. (1) We could consider this as a hardship from a customer because of her particular situation and forgive a portion of her bill. (2) We could hold hard and fast to our policy and enforce it to collections and shut off. (3) We could develop some sort of acceptable payment plan say \$20 a month, no interest, and it would be about a year and a half (26 months) for it to be paid off. She's told us she is on a fixed income and can't afford to do anything but he felt that amount per billing say \$40 shouldn't be that hard on her budget. It is certainly not \$800. He felt that those are our three options there may be more.
12. (B) She thought of the third one a relatively small amount per month \$20 or \$25 per month (less than a dollar a day) shouldn't be that much of a hardship. Even if it takes 26 months she will be making a good faith effort. In two year's she may not even be in that house who knows but then we have to deal with what's left.
13. (C) He personally feels that is the best option.
14. (B) He has no problem with a payment plan as long as the full amount is charged. We can't forgive by her calculations. We need to keep the full balance. That's fine with him too.
15. (B) Should we even provide a payment plan without a current telephone number?
16. (B) He didn't know legally if we could require them to have a phone. There could be customers that legitimately don't have a phone that need water.
17. (B) But then do we want to go through the same scenario of having to go through calling the police for a well check.
18. (B) She did give her daughter's phone number.
19. (S) There is a section in our Ordinance that says what applicants for water need to provide to the District and one item is a current phone number.
20. (B) Well if that's in the Ordinance then we need to stick by that.
21. (B) She did give us a phone number it wasn't hers but she gave one.

22. (S) Copied off the section of the Ordinance that states what applicants for water service must provide.
23. (B) She's less concerned about whose phone number it is as long as we have someone reliable to respond.
24. (C) Here's his concern he is not sure she will go away. He would like her to stop burning the Board's time and the Staff's time with her emails, letters, etc. We need it to stop. Other than say we will take what she has figured out as okay she may stop. But he didn't feel that any of them wanted to do that.
25. (B) She felt that would an invitation for her to do it again. She did this four years ago.
26. (B) We have an obligation to all our rate payers too.
27. (B) But didn't she have a legitimate leak four years ago.
28. (C) Yes and if we would have explained that it was a onetime exception then we could deny this one.
29. (S) Yes and no. She sent in her request again figuring out what she should get as a leak adjustment (not letting the District do it). The staff responded with how much the leak adjustment was by our calculations and she felt it was \$24.18 short and wanted more. She was replied to by email (since that is her only contact) but did not respond. When it wasn't paid her account went to shut off. The mailing address she gave the District at the time was a PO Box in Tualatin. She only goes there maybe once a week and she felt we should have known that. So she got shut off, got all the fees and still felt she should have \$24.18. One of the emails of the previous incident read was that she was concerned when she got shut off about her new natural gas water heater. Staff are kind of between a rock and a hard spot. Do we or don't we shut off the water at the meter stop? Staff on duty that day knew about this customer from what the manager went through on the last incident with her. That was probably another reason they would have been hesitant to turn her water off.
30. (C) When he talked with Spencer from SDAO he suggested appointing 2 Board members to correspond with her in writing to try and divert her from being on our employee's back. He felt that they needed to decide their position first and then appoint two Board members to do the written communication with Ms. Wilson. He is hopeful that we can deliver the message with teeth so that we can stop the harassing emails to staff and Board. And this would be our final offer and if it isn't accepted we would proceed with her water shut off-this being the message.
31. (B) Let's make a decision, send her a letter of that decision, and tell her there is no further appeal. We spell out the options of accepting the payment plan, paying it off by such and such date or she is shut off.
32. (S) It was noted with the amount she sent us in checks to date that according to the payment plan that was first presented her that she is \$55 shy of the amount he set to be paid by April 25th.
33. (S) Basically to figure out the payment plan what he did was he extended it over one year. Took her balance and divided by 6 and added to her average usage for the year. Her big billings in the summer are either close or over the amount he set for a payment.
34. (C) He asked if the billing software can set out an additional amount per billing say \$40 per month to show that is due.
35. (S) He is not sure how it can be done in the billing software.
36. (C) What if she continues to ignore the monthly amount due to bring down the billing?
37. (S) He said the recourse if any customer ignores or doesn't follow the payment plan the entire amount is due and they are shut off immediately. We always have written that on all the payment plans.
38. (B) He felt that in the emails sent to the Board he gets the impression that she thinks the Board will overturn the previous decision and he feels that they need to support the staff as they have done a lot to follow procedure and document everything.
39. (B) He also felt that staff has gone out of their way to follow through with this.
40. (S) According to her account history Ms. Wilson's water bill during high water usage August 2014 was \$238.55 and August 2015 it was \$229.99. This information provided as a request to compare to the payment amount of \$217 that was proposed on our payment plan given her.

41. (B) It sounds as though we have figured this out. Offer a payment plan with so much a month. She needs to agree to the plan or pay the entire past due balance or her water will be shut off.
42. (C) Are we all in agreement with that?
43. (B+C) Consensus was yes.
44. (B) Plus requiring a current telephone number.
- Board discussion was that we can mention to provide one but since we have her daughter's they didn't think that should be a requirement with the payment plan or her water will be shut off.
45. (C) So we all agree we are not going to bend on the amount of the current balance, and are going to create a payment plan of our choosing and send it to her with correspondence from the Board. If you divide \$20 into the unpaid balance that is 26 months. How about \$25 per month and then it is 21 months. Board consensus was in agreement with the \$25 per month.
46. (S) The only thing the billing is going to show is the balance owed and any fees associated. We can exclude any outstanding fees such as late fees. Right now the only fee that is on her account is the notification fee which is \$15 for when the shut off notices have been sent out. He has not given her any late fees during this decision time. And we don't have any setting in the billing to charge interest on outstanding balances. Due date will be the 10th of the month the same as her current billing payment is due.
- 47. (C) *Do we have a motion to correspond back to Ms. Wilson that we are going to ask her to pay the full outstanding balance in increments of \$25 a month or \$50 a billing period until such time as it is paid off. Commissioner Roth so moved. Commissioner Patterson seconded. Motion approved. Commissioners Roth, Patterson, DeVries, McDowell, and Johnson unanimous aye. Nays-none.***
48. (C) Any discussion on how we will communicate this? He would like to run any letter by Spencer Rockwell, Attorney for Special Districts. Board consensus was all were in agreement for having Spencer review the draft letter before it is sent. Board discussed Dan drafting the payment plan and letter and send it to Board members for review. Board stressed to Dan to focus only on the arrearage amount.
49. (S) He noted that what he hoped she would have done was to enter into the payment arrangement plan and then reach out to those organizations suggested by dialing *211. He hoped that she should use some of those places that would help her pay off her balance well before the 21 months.
50. (C) Chair's concern is that his hope would be to stop the email campaign from her if it is stated this is the final appeal.
51. Discussion came up about the check she sent and had written on the back "payment in full". Chair put in a call to legal advisor from SDAO and he said not to complicate things to just send it back to her.
52. (B) She felt that Fran still needs to provide us her personal telephone number for us to accept the payment plan. It wastes time.
53. (S) It seems to him that as responsive as she has been to him with the emails at the time that she is using a smart phone. All the emicons are very easy to do on smart phones not so easy on computers.
54. (C) Spencer said that no legally it does not constitute acceptance of those terms however, semantically it kind of applies that so the best practice is to send it back to her along with the letter with an explanation.
55. (C) Chair did volunteer to be one of the Board members to draft the letter. Commissioner Patterson volunteered also. All Board members wished to review the final letter.

Dan will draft it and then send on to Chair DeVries and Commissioner Patterson.

56. (S) He had a question on the amount she owed. When the February billing went out we hadn't got her leak adjustment application yet but we knew it was coming. He did not charge her account a \$10 late fee for being delinquent. However, leading up to the shut off process we had given her deadlines to comply with and she did not. So when he did the shut off notices he did apply the notification fee to her account which is \$15 which is the standard fee.

Board consensus was to keep the notification fee on the account as it went that far and then there are hard costs included into that. Discussion continued about how to send the letter and get a response back

and to give her a date certain to have it returned. If it not returned by that date then we will proceed with shut off policy.

57. (S) If Fran contacts us in the meantime to know what the decision is do we respond or not?

58. (C) No we told her before to wait for our decision that is what she should do.

59. (B) Keep up the good work on keeping a record. He has been involved with these things from a legal standpoint and you both have done a really good job documenting things in chronological order. That is excellent. If it ends up going to litigation it is not considered public record anymore. They have to file and do the discovery process to get any copies.

DJ noted that she felt it may be time to update and review the Water Service Ordinance on problem issues such as leak adjustments. DJ will contact Water Districts and Cities and ask for examples of their policies on leak adjustments and put on the next agenda.

Chair DeVries adjourned the meeting at 3:30 PM.

Respectfully submitted,

DJ Ezell,
Manager
Rivergrove Water District

These minutes are not verbatim and the meeting was tape recorded. **ORS 192.650 Recording or written minutes required; content; fees.** (1) The governing body of a public body shall provide for the sound, video or digital recording or the taking of written minutes of all its meetings. Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes or recordings shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

- (a) All members of the governing body present;
- (b) All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
- (c) The results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name;
- (d) The substance of any discussion on any matter; and
- (e) Subject to ORS 192.410 to 192.505 relating to public records, a reference to any document discussed at the meeting.