

**PROCLAMATION NO. 2023-01**

**A PROCLAMATION RECOGNIZING JUDITH PARKER**

**WHEREAS**, The City of Garibaldi celebrates our citizen volunteers and the contributions made through the tireless volunteer work of JUDITH PARKER

**WHEREAS**, Judith executed her full four-year term in the unpaid appointed position as Planning Commissioner with ferocity, determination and grace, during what many citizens would consider the Commission's most difficult era. Her effort earned her the position of Vice Chair and her dedication led Chair Finn to nickname her, "The Bulldog."

**WHEREAS**, Judith also spearheaded the first pieces of legislation the Commission has authored in recent memory, Design Review, as authorized by the 2022 City Council. She steadfastly researched the like documentation from fellow cities up and down the Oregon Coast to draft documentation upon which the Commission will soon hold a hearing to review and potentially finalize.

**WHEREAS**, despite pressures from all sides, Judith Parker continued to put the City's interests above her own, helping preserve the integrity of the City and steer it towards a better, prosperous, recognizable future.

**WHEREAS**, Using what little extra time she had remaining, Judith dedicated countless hours to help beautify city property, volunteering and tending to the garden at City Hall.

**NOW THEREFORE**, we, the Council of the City of Garibaldi and the Mayor of the City of Garibaldi proclaim our gratitude to Judith Parker in recognition of her positive impact on the City throughout her tenure as a Planning Commissioner and City Volunteer. We also reserve the right to heed her request of planting a tree in her honor, when we can find a place that will not obstruct resident's vista views.

**PROCLAIMED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR**, this 15 day of May, 2023.

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Hon. Tim Hall, Mayor

Attest:

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Jay Marugg, City Manager



**GARIBALDI FIRE DEPARTMENT**  
**107 6<sup>TH</sup> ST – PO BOX 657**  
**GARIBALDI, OR 97118**  
**JAY MARUGG FIRE CHIEF**  
**jay.marugg@garibaldi.gov**  
**(503)322-3635**

## **Overview:**

**April 2023**

In April we responded to 23 calls for service. This is another uptick in our historical data. Currently we are 1.5 months ahead of last year's record-breaking call volume numbers. This is concerning knowing that summer is about to arrive. With the Fulltime Firefighter/EMT position we will be hiring soon funded by the Garibaldi Rural Fire District, will help with some of the call volume stress and needs. The additional summer grant funded staffing will help augment the volunteer staffing needs and help continue to serve the community at the highest level possible.

We are expecting to have a busy summer again and are looking at further opportunities to acquire grant-funded positions both full-time and seasonal. We just completed a 5-week Firefighter 1 Academy hosted by Garibaldi & Bay City Fire Departments. We had a 2-day Hazmat Course hosted by Garibaldi & Bay City. We had 3 members attend a Fire Investigation class enabling us to further investigate local fires and incidents. We have 3 members attending a Mobile Water Supply class in May to add to our certification data. We have 2 new members and a returning member from leave that will be adding to our volunteer staff bringing new perspectives to our fire family.

Chief Marugg and Paulsen continue to work with Marni to find ways to save in the FY23/24 budget and look for more grant opportunities to augment. Our current budget is strained and with inflation costs we are reaching the end of some of our Protective Equipment and Gear(s) life span. We have a very good replacement plan but rising costs are taking a toll on the budget to keep up.

### **PUD Lot Donation:**

TPUD staff and their board are working on the process and documentation needed to get the property transfer completed. We have requested from DPSST Department of Public Safety Standards & Training \$13,200.00 for training containers to be placed on the property once it is transferred. We also will be building a roof prop with those containers as well.

**Volunteer Association update:** N/A

### **2022 Grants:**

We are still waiting for several grants to post awards.

- Oregon SPIRE- Low Water Rescue Boat- **AWARDED**
- OSFM Wildfire Reduction Grant- **AWARDED \$75,000**
- AFG Regional Operations & Safety- **Pending: \$264,000**

**Fire District Talks:**

Moving forward, Garibaldi City, Garibaldi Rural Fire and Bay City Fire will continue to work towards a single district. Staff have been completing tasks for the committee and are pushing ahead. Bay City has hired a company to start working on the meets and boundaries to establish new district lines. We are putting together (3) different levels of service options and will calculate what will be needed to fund each level. Staff will continue to move ahead with tasks and will start putting together an asset list.

**Bay City IGA:**

Division Chief Paulsen and Division Chief Christensen are working to complete tasks set in the IGA and create a more streamlined and successful operation and training platform. We will be moving into a single response model in May which will utilize one tone to dispatch both agencies. This will enable both our agencies to respond together and start working on high risk or labor-intensive calls together without the need to request and delay mutual aid response.

**County Fire Issues:**

Most agencies in the county have received an OSFM Summer Staffing Grant in the amount of \$35,000.00, Garibaldi included. This will help our county for tourism season call volume increases and allow volunteers and staff to respond to state requested fires, generating revenue for the department. We will also be increasing our call response by assisting EMS with local medical calls which we usually do not respond to. This will ensure quicker care and better care for our citizens while the staff is here.

**Training:**

We have 4 students who have completed EMT class and will be testing in May. This will be very important as our staff this summer will be responding to EMS calls. We have completed our Wildland refresher training by ODF and have started getting into our wildland gear and performing wildland operations training. We will be preparing for our large Regional Wildland Operations Event at Camp Magruder in July and preparing our resources for summertime call responses.

Several members have been working with Deputy Griener from TCSO to start their boater operator training. This will help our members get trained so when our grant-funded boat arrives in the fall they will be able to get going on life-saving efforts.

Blake Paulsen  
Division Chief-Training

If you have any questions regarding this report, you may contact me at any time.

Respectfully,

Jay Marugg  
Fire Chief  
Garibaldi Fire Department  
Jay.marugg@garibaldi.gov

- 1) ODOT update: Project moving forward – update from Ken Shonkwiler -ODOT
  - The team is working on our Advanced Plans milestone. We are still on track for an April 2024 bid date, construction schedule is still 2024-2025.
  - We’ve started coordinating utility plans with the contract engineer. Because we are going to incorporate the city’s utility plans into our projects, we will have another agreement coming to council in upcoming months.
  - The intergovernmental agreement with Port of Tillamook Bay and Port of Garibaldi is being review by DOJ.
  - The Garibaldi PAC met and got feedback on plants from the city. Our landscape architect got a lot of great feedback from the PAC.
  - There are three sewer lines that need upgrading and moved before ODOT paves. Two of which are upgrades and qualify for SDC funding. One is not an upgrade, rather a repair and will need to be funded out of system repair.
- 2) The “Big G” underground lighting project has started. The boring of the underground utilities has begun. Once the boring is done, an electrician will place a new meter and service box.
- 3) Our HR issue will be discussed in the executive session.

4) Garibaldi Days update:

Saturday

Vendors on Jerry Creasy Way (New this year)

Parade at 11am

Kids activities at the Garibaldi Library

Shellfish Touch tank by OF&W and Tillamook Estuaries Partnership

Waterball Competition FD vs USCG – Two time World Champion, Jay Marugg will defend his title!

Saturday Night Free Concert “Best of Both Worlds – Van Halen Tribute” from 7-10pm. The Tribute band is a group of musicians/super-fans who honor the EVH legacy by performing in character as the rock pioneers.

Beer Garden

Vendors

Firework show over the bay at 10pm

Sunday

Car Show on Biak Street

Vendors on Jerry Creasy Way

5) Public Works Director update:

I sought an IGA with Bay City for a part time public works director. After some thought, Roy from Bay city turned it down as he did not have the time to devote to it. I also asked Cory Perkins and his response was similar, stating lack of time was the reason.

I have talked to a few of the City of Tillamook public works employees. They seemed interested. This leaves us with a few options: Option 1 is to place an ad on our website and in the paper or Option 2 is to tap into the “More” agreement to solicit project management for our ODOT projects. More discussions...

- 6) CARE Contract: I signed an agreement with CARE. This is for our water assistance program. The contract is attached to the council report.

Respectfully,

Jay Marugg  
Fire Chief/Interim City Manager Pro Tem  
City of Garibaldi  
[Jay.marugg@garibaldi.gov](mailto:Jay.marugg@garibaldi.gov)

**CONTRACT FOR WATER ASSISTANCE PROVISIONS**  
**BETWEEN**  
**COMMUNITY ACTION TEAM, INC**

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**AND**

The City of Garibaldi

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This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the Community Action Team (“Agency”), the City of Garibaldi (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties”) under the following terms:

**1. Entire Contract**

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

**2. Definitions**

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

**3. The Agency agrees to do the following:**

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
  - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
  - ii. Notifying the Eligible Household of Commitments made to Vendor,
  - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
  - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
  - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
    - 1. This credit can only be applied to water and wastewater related charges and fees.
    - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
  - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
  - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
  - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
  - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
  - iii. Thirty (30) days' written notice of termination by any Party,
  - iv. Mutual consent of all Parties,
  - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
  - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
  - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
  - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### 6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** 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.



- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.**

**VENDOR:**

By:  Date: 5/10/2023

Print: Jay Marugg

Title: City Manager Pro Tem

Vendor Name: City of Garibaldi

**AGENCY:**

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Agency Name: Community Action Team, Inc

## Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION  
ATTN: LIHWA PROGRAM REFUND  
725 SUMMER ST NE, SUITE B  
SALEM, OR 97301

*Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.*

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

**Drinking Water and/or Wastewater Utility Vendor Information**

Vendor Name		
The City of Garibaldi		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Kylie Poklikuha	503-322-3327	503-322-3327
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
PO Box 708 Garibaldi OR 97118	503-322-3737	kylie@garibaldi.gov
Payment Contact Name	Payment Contact Phone	
Sue Buchholz	503-322-3327	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email
PO Box 708 Garibaldi OR 97118	503-322-3737	Sue@garibaldi.gov

Legal Name (For tax purposes)			
The City of Garibaldi			
Taxpayer Identification Number (TIN)			
93-6002167			
Type of TIN			
<input checked="" type="checkbox"/>	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation	<input checked="" type="checkbox"/>	Government Entity

Counties served (Please check all that apply)							
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas	<input type="checkbox"/>	Lake	<input checked="" type="checkbox"/>	Tillamook
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam	<input type="checkbox"/>	Lane	<input type="checkbox"/>	Umatilla
<input type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Union
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney	<input type="checkbox"/>	Malheur	<input type="checkbox"/>	Wallowa
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Wasco
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Morrow	<input type="checkbox"/>	Washington
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	Multnomah	<input type="checkbox"/>	Wheeler
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine	<input type="checkbox"/>	Polk	<input type="checkbox"/>	Yamhill
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath	<input type="checkbox"/>	Sherman	<input type="checkbox"/>	

Tribes served (Please check all that apply)			
<input type="checkbox"/>	Burns Paiute	<input type="checkbox"/>	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	<input type="checkbox"/>	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	<input type="checkbox"/>	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	<input type="checkbox"/>	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation	<input type="checkbox"/>	

# Low-Income Household Water Assistance (LIHWA) Program



The temporary Low-Income Household Water Assistance (LIHWA) Program was established through the passing of the Consolidated Appropriations and American Rescue Plan Acts of 2021. Contained within the U.S. Health and Human Services' Office of Community Services (OCS), OHCS has been designated as the State of Oregon Grantee.

OHCS will receive a total of \$13.8 million that must be awarded by September 30, 2023.

## The LIHWA Program target population and priorities include:

- Low-income households with high water burdens,
- Households who are disconnected, pending for disconnection, and who have arrearages, as well as those households who are current.

## Nearly parallel to the Low-Income Home Energy Assistance Program (LIHEAP), program highlights include:

- Eligible utilities – public and private water and/or wastewater utilities that serve permanent residential communities
- Eligible households – those with household income at or below 60% State Median Income (SMI) and with service provided from an eligible water and/or wastewater utility
- Local operation – the Community Action Agency (CAA) network through partnership with the utilities and culturally responsive organizations
- Application process – through the local CAA office that administers LIHEAP
- Assistance payment process – all payments go directly to the utility

Households with water/wastewater service managed by their landlords or management companies may still be eligible for LIHWA Program assistance. Those households will require a landlord authorization form included with their application.

OHCS received approval on its LIHWA Program State Plan for the State of Oregon. Anticipating several weeks to initiate grant agreements with CAAs and vendor agreements with water/wastewater utilities, OHCS expects LIHWA assistance should be available in January 2022.

For additional program information and updates, please visit the [OHCS LIHWA Program website](https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx) for updates (<https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx>) or correspond with the LIHWA Program Analyst, Joy Aldrich, at [joy.aldrich@oregon.gov](mailto:joy.aldrich@oregon.gov) or 503-986-0973.