

## Re: Highland View Mobile Estates



**From** <indigo@skysurfer.media>  
**To** PRYOR Ken \* HCS <Ken.PRYOR@hcs.oregon.gov>  
**Date** 2025-09-24 10:22

Thank you again for a quick reply. I appreciate your detailed approach to things, though this is all very redundant and I have not had my questions answered. For the sake of clarification about the water issues, not only has all this been covered and documented on my website, but I emailed you copies of the bill and correspondence with Highland View in which they deny my request to see the facility water bill and told me that the additional fee is not based on individual water charges. Nothing has changed since our court date except fee increases. I definitely have a case against them for this alone. So, yes, I would like to stay focused solely on the water issues for a few reasons. All else should be dealt with separately.

Sounds as though the park has changed to a new meter that is designed for indoor use. How confident are you the misapplication?

How long has the new meter been in operation.

How far from an in-closet location is the new meter?

The park added this meter when they began submeter billing over a decade ago. The meters are from 2002. I don't find the reference to closet installation now, though I thought it was in the manual - it does say IP64 splash resistant, but the meters are installed in ground boxes that regularly flood. The transmit frequency and low amplitude make me think there must be all kinds of problems with interference. I can show you this on a waterfall chart passively scanning the whole frequency range. The signals come in bursts, some faint from the distance or other factors (such as a car parked in a bad place) and they are supposed to send an error if there are any problems with the meter itself. They run on internal 3.6V Lithium batteries but the units are unserviceable, have never been replaced, and I don't know of any batteries rated to last as long as they've been here through freezes, floods, and baking in the sun. I am a licensed radio technician and it's an educated opinion that these meters are probably not all functional at this time, if they ever were. Besides that, the meters are deemed licensed units but they transmit on non-commercial frequencies. I would have to research the specific FCC law, but I don't think this frequency is legal or appropriate for the application - 460mhz @ 60mW is like a garage door opener. I'm also not finding the company's disclaimer that the meters are only intended for monitoring and leak detection, not billing, though I did a ton a research at the time.

According to the manual:

The Speed HPTx transmits the data acquired from water meters to a receiver connected to a regional concentrator. The concentrator transfers the data to the central computer for data collection and for further analysis and reporting. Imagine 137 garage door openers being listened to by a central garage, and all the batteries need replacing. It should not be hard to audit the data from the central computer and compare it to data from the City, anyway. That landlords are not responsible for the accuracy of the meters was written into law only after I was promised by the owner that I would be able to audit my own meter. Their system is designed for fraud. There are surely better sub meters out there. And there needs to be some oversight.

Equipment:

Miltel Communications Ltd SPEEDHPTX450  
7 Gush E'tzion Street, 4th Floor, Givat Shmuel, N/A 54030 Israel  
FCC ID: MLLSPEEDHPTX450  
Frequency: 451.1875  
<https://fcc.report/FCC-ID/MLLSPEEDHPTX450/239801>

How long ago was the City's 4% increase?

Has the water district had a recent "service charge" increase?

How is the \$5 now \$37, fee described

A couple of years ago a water main broke here in the park and the people who contract for the City came in and fixed it, apparently charging Highland View because the additional fee on our water bills went up from \$25 to \$35, a 40% increase. It continues to go up incrementally, as well. It was that year I looked up the City's increase that was only 4%... I think small increases happen every year to keep in step with cost of living. Management is allowed to pass along the City's fees but they are limited to adding only 10% for themselves and not allowed to pass along the cost of repairs. On the bill itself, it's listed as "Utility Fees" - this overbilling is illegal and I have won Small Claims cases against Highland View on this fact.

Has the landlord amended the rental agreement to describe the billing method? ORS 90.574

Again, I have not and will not sign an agreement with Highland View without a court order. This has already been challenged. First, the owner tried to get me to sign a temporary occupancy agreement so I wouldn't be able to keep this home when my friend passed, even after I had been here for many, many years. Then, they sent an agreement and we took it to a lawyer who handled it. Highland View has been told in no uncertain terms that they have waived their right to ask me to sign an agreement and that they are well beyond the 1 year limit to require such an agreement. They need to stop harassing me and accept that I am a legal resident with all my rights in tact. Describing the billing method is not relevant to the fact that the law limits how much they're allowed to add, nor are there any other "Utilities" that they provide. Any claim that the trash is part of what they're charging for is a bad excuse and against the law. It's precisely for situations like this (greedy landlords) that there are laws that define billing and reporting but Highland View continues to look for loopholes and technicalities to keep the money coming. Please don't enable that. They do have lawyers and I don't, at this time. I just have rights. There has never been anything issued in writing explaining the fee increases, as far as I'm aware.

Have you asked in writing to post the parks bill?

I have asked in writing to see the facility water bill many, many times. I have been refused, lied to, or ignored, many, many times. I

forwarded the last such email to you. They are claiming the law doesn't apply to them and will barely acknowledge that Chapter 90 exists.

Have you tried asking them? If they are actually paying the City, I suspect the facility water bills would make it glaringly obvious that we're being overcharged. The fee itself exceeds 10% mathematically, even without an audit.

If you're suggesting that I don't have a right to show a copy of my bill on my website, I will be happy to challenge that in court. Highland View has been informed in advance of all publishing and has not addressed this as an issue except when making a video mocking me, which they won't give me a copy of - they won't share their information, but I do. As a general policy, I don't share correspondence that is currently ongoing or involves other people, hence the lack of many letters to law enforcement regarding this place, but I have no qualms sharing public information. The cost and the quality of the water should be public. Beyond that, there's a clear line between what I consider public and what I consider private. While I'm vehemently opposed to exploitation by others, I share what I want in appropriate arenas. More than radio, I have a drone studio and 30k images as a photographer. My website is a constant work in progress that's had a few incarnations over the years and the Legal section came about as a way of documenting legal proceedings with Highland View and a place to share documents with prospective lawyers. All the past emails between myself and Highland View are in PDFs along with photos of court documents. This is a public record. That being said, I have not posted a copy of this correspondence on my website at this time, though I believe I have every right. I think you are bound by confidentiality, but I encourage you to share this with whoever you see fit, even management.

Statute requires every tenant to have a written rental agreement;  
length of time in residence is irrelevant.

Ultimately there will have to be a written rental agreement.

Not true, according to the lawyer we had. I will have to check for the specific law, but there is a time limit that Highland View had to require such an agreement and they waived that right a decade ago. The laws have changed over the years, but it's my understanding that I'm obligated to the same rules as anyone else has in their agreement and I'm considered a month-to-month tenant governed by Chapter 90, never having signed away my rights. It deserves noting that rental agreements are for delineating things like laundry room policies, pet rules, parking and such - not for circumventing the requirements of the law. It is not legal for a landlord to require a tenant to agree to inexplicable charges that exceed the limits set by law. So, a rental agreement is a moot point, anyway. This is the third place I've lived here. I signed an agreement originally for the RV Space I had, and that was when the first problems started with water, too. I covered this in an earlier email. Management never asked for an agreement when I bought the second place until the fighting over security began and they had started charging for water... I told them I would have the agreement looked over by a lawyer before I would sign it and I heard nothing more from them. I forced management to evict me from that place so they wouldn't keep it in my name (which I think they did, anyway) and I was very clear with the judge that I was living at Space #58 where I would continue to take care of my friend. Management was upset that they couldn't enforce the eviction here but still didn't require an agreement. When they refused to enter into mediation with me over the cost and the quality of the water, the owner got involved and only then was I sent an agreement and asked to sign it. I never even read it. Our lawyer looked at it and chuckled, told us not to worry about it, wrote them a letter, and we never heard from them again. That was many, many years ago. I'm grandfathered in, so to speak.

Couple more things, Have you received any report from DEQ as to the quality of the water?

When was water last tested?

I have not received a report from the DEQ. Highland View claims the water coming to the house is exactly the same as the water delivered by the City and that they use their report, but I'm claiming the pipes are ancient and infected with some kind of mold or fungus so management shocks the pipes with cases of 30-Second Cleaner like you'd get at BiMart. They shut off the pumps, let the manifolds drain out, then dump the bleach in and turn the pumps back on. I think they do this monthly, but that's only because it's about once a month that there's a strong smell of bleach. Culligan tested the water and found the levels to be just under EPA limits on the day they tested. This is what started the threats of a lawsuit over refusing to communicate and got the owner involved, then the billing. I have requested multiple times to be informed about what chemicals are in use on the property, how much and when they're applied. The owner's statement was, 'it's whatever the labels say, just common products' with no clarification. The quality of the water is surely a much harder legal case than the billing, but the chemicals in use have been linked to Parkinson's which is what my friend died of. So much stalling! I think Highland View has avoided more than one wrongful death case while they continue to send out fake bills.

What are your thoughts?

I am happy to have some dialogue about this but I'm expecting another unreasonable bill this next week and still struggling just to make ends meet, social issues with management aside. These violations have been ongoing for so long that it's not reasonable to say they're in that past unless Highland View currently adheres to the law - and they currently do not. As for time limits, I could file in Small Claims again on this month's bill, and next month's, and so on... until I have a lien that they'll ignore, etc, etc... so unless Highland View decides to settle out of court, they only leave the trial court option. This is more than a landlord-tenant case in that I have grounds to sue for mental cruelty, invasions of privacy, identity theft and so on - but the water affects everybody here and it makes the most sense to deal with this issue separately because it is such a public issue. I am counting the date of violation for a trial court case to be the day Ivan Erdman lied to a judge about being the manager here. That should be a matter of public record, too. Since Civil Court has a statute of limitations of 2 years, and because I wrote a letter leaving this in the hands of the court, taking this back up a year later should not be considered past the statute of limitations. That is up to the courts, of course, but I did win a case for 2 years past water charges and was awarded over \$3,000 that Highland View simply lied their way out of paying. And the fraudulent bills keep coming. I think that will be my approach, to start in Small Claims with the \$10,000 limit that court allows so I can immediately secure a lien and move into Trial Court without filing several smaller lawsuits. The first step would be to send a legal letter of intent to the registered manager explaining the violations for the record, along with the terms I would be willing to settle for and the consequences if my demands aren't met - a X3 increase in damages to \$30,000 because that's what I told Dustin Erdman while they made a video berating me and calling me delusional, saying they pity me and such. They are trying to get me to leave, rather than treating me fairly. While I am keeping the focus on the water issues, they've only engaged in social manipulation.

But who is officially in charge? I have asked you a few times about who the registered manager is here at Highland View and who is supposed to enforce the law. They won't tell me, but the law requires I serve a summons to the officially registered manager - if it is not possible to determine that, I can still file and call them into court but it would probably mean having to re-file and this is how they wriggled their way out of the last case, anyway. The law does require transparency. After neither Housing nor Police would answer that question, I reached out to the Chamber of Commerce whose website still said Ivan Erdman was the manager. After a couple of emails were ignored, I found they've taken Highland View off their website. They didn't get back to me and I've exhausted resources with law enforcement (all the way up to the FBI), so I contacted the Oregon Attorney General who referred me to you after several emails when nobody else would respond. I have been asking this question since last April. Who is the registered manager here at Highland View? It would not surprise me if they're not in

compliance with the law, but I want answers. It may be that Michael Huarte isn't even licensed to do business and Sage Management may just be a tax evasion scheme. The Limited Partnership that owns this land and apid me the first settlement has an address to the Huartes family home in California owned by a living trust, but they are not a licensed business in California or Oregon, as far as I can find. Do you represent landlords or the citizens of Oregon? It sounds to me like you're giving me their lawyer's opinion, but the laws and the evidence I've provided are very, very clear. I am still on the fact finding leg of this mission but it is also clear that Highland View does business by hiding their activities and sneaking things past the statute of limitations. They need to show the facility water bills. They need to stop over billing, or stop billing for the water altogether. And they need to pay me what they owe me for so many years of pursuing justice in this matter. The violations have been proven.

The courts have agreed. There is nothing legitimate about stalling or lying their way out of following the law. Any information you have would be greatly appreciated, but another fact sheet is not going to deter me. I lost my best friend in the world here, and both of my dogs. They all died the same way. There is no reason to protect the profit of those who would rather deceive than serve. And water is considered a public service for a reason. I don't mind paying for what I get. I do mind being exploited. My landlord does not respect me, but the law does. I have been required to defend my requests repeatedly, but I am requesting information I have a legal right to. Instead of sharing the facility water bills with me, they characterize me as someone who's ungrateful and unreasonably demanding. I have been extremely patient but I am tired of this constant stalling. I will not give up. I will be treated with respect in my home, or Highland View can get new managers AND fix the billing. These emails will be relevant in showing that I have tried to address this issue in full accordance with what the law requires, as well as my willingness to discuss the facts. Oh, if only the managers here were so regal! All they do is abuse their privileges and serve themselves, reducing services, raising rates, and lying their way to the bank as they exploit people. There are serious violations beyond the water, but first things first...

I look forward to your reply. I don't think I have anything else to offer, but let me know if there's anything else I can do. I am not in a rush, but I am tired of getting the runaround. Unless you can affect a change in this situation, I would like to proceed with a letter of intent. I would like to determine who is the officially registered manager here so I can send it to the appropriate address. If you cannot help me, I will proceed anyway.

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