



PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services

Tina Kotek, Governor

Oregon
Health
Authority

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BEFORE THE STATE OF OREGON
OREGON HEALTH AUTHORITY
CENTER FOR HEALTH PROTECTION

In the Matter of

Town of Canyon City Public Water
System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and the Town of Canyon City agree to the following:

1. The Town of Canyon City is a water supplier (hereinafter “Water Supplier”) as defined in Oregon Revised Statute (ORS) 448.115 and Oregon Administrative Rule (OAR) 333-061-0020. The responsibilities of water suppliers are identified in OAR 333-061-0025.
2. Water Supplier owns and operates the public water system (hereinafter “Water System”) identified by public water system ID # OR4100165 and serving the residences and business of Canyon City, Oregon. The Water System is a community water system serving approximately 650 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.
3. DWS has reviewed the operation of the Water System pursuant to its authority in ORS 431A.010, 448.150 and 448.255. DWS has determined that the Byram Gulch Spring, which supplies the Water System, is under the direct influence of surface water but Water Supplier was unable to install the necessary treatment within 18 months as required. Groundwater under the direct influence of surface without adequate treatment represents a potential public health hazard.

Inadequately treated water may contain disease-causing organisms. These organisms include bacteria, viruses, and parasites which can cause symptoms such as nausea, cramps, diarrhea, and associated headaches. OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the inadequate treatment of the drinking water provided by the Water System. This Agreement establishes the corrective action(s) that Water Supplier must take and the deadlines for completing those actions with the purpose of reducing the contamination in the drinking water below the MCL. The corrective actions and respective deadlines are described in detail below.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0025 requires water suppliers to take all reasonable actions to assure that the water delivered to users does not exceed maximum contaminant levels, that water system facilities are free of public health hazards and that water system operation and maintenance are performed as required by the rules.
3. OAR 333-061-0032(1)(c) requires the appropriate surface water treatment be provided within 18 months of a groundwater source being determined to be under the direct influence of surface water. DWS determined the Byram Gulch Spring serving the Water System, identified as Source-AA, to be groundwater under the direct influence of surface water on December 8, 2021.
4. As of June 8, 2023, Water Supplier has not provided the appropriate water treatment as required. Water Supplier is therefore not in compliance with OAR 333-061-0032(1)(c).

CORRECTIVE ACTIONS

Water Supplier agrees to take the following corrective actions and meet the deadlines set out below:

1. Water Supplier shall submit an action plan to DWS no later than 90 days of this agreement being executed, identifying how it will ensure compliance with treatment requirements for groundwater under the direct influence of surface water at the Water System. The action plan shall:

- Identify all tasks Water Supplier intends to perform to ensure drinking water produced by the Water System is treated according to all the applicable requirements in OAR 333-061-0032(1) through (5) and set reasonable deadlines for completing all the identified tasks.
 - Include dates for; the submission of complete construction or installation plans for treatment facilities at the Water System, when construction of treatment facilities will begin, when construction is expected to be completed, and when a tracer study will be completed.
 - Construction plans must be approved by DWS prior to any construction or installation taking place.
2. Water Supplier shall perform and complete all tasks in the action plan described in Corrective Action No. 1 by the deadlines in the action plan and shall notify DWS in writing within 5 calendar days of completing all the tasks. For this corrective action to be met, any construction or installation that was performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.
 3. Water Supplier shall submit an annual progress report to DWS no later than January 31, 2024. The report shall identify all of Water Supplier's activities during the previous calendar year related to the construction of drinking water facilities at the Water System.
 - Water Supplier shall continue to submit an annual progress report to DWS for every subsequent calendar year until the completion of every other activity in this Agreement. The reports must be submitted to DWS no later than January 31 of the following year.
 4. Water Supplier shall conduct measurements according to the applicable requirements of OAR 333-061-0036(5) and report results to DWS within sixty (60) calendar days of notifying DWS that all the tasks of the action plan have been completed that show the drinking water produced by the Water System is treated according to OAR 333-061-0032(1) through (5).

DWS RESPONSIBILITIES

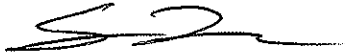
- DWS shall review and approve any corrective action plan or construction plans submitted by Water Supplier within thirty (30) days of receipt. DWS shall approve or require changes to the submitted plans immediately upon completing the review.

GENERAL PROVISIONS

1. Water Supplier satisfies the terms of this Agreement by completing the corrective actions listed above according to the deadlines specified herein.
2. This Agreement does not constitute a waiver, suspension or modification of the requirements of the Oregon Drinking Water Quality Act; ORS 448.115 to 448.285 and administrative rules OAR 333-061-0005 to 333-061-0272, which remain in full force and effect.
3. This Agreement does not relieve Water Supplier of any responsibilities or liabilities established by any applicable federal, state, or local law or regulation.
4. If Water Supplier fails to complete any of the corrective actions listed above or fails to meet any of the listed deadlines, DWS may pursue any enforcement action, which may include assessment of civil penalties or other legal remedies pursuant to ORS 431A.010, 431.155, 448.255 and 448.280. If DWS proceeds with such an enforcement action, Water Supplier will have the right to a hearing.
5. DWS may consider the findings of fact and violations cited in the conclusions of law of this Agreement for purposes of any future enforcement action or sanction involving Water Supplier.
6. Water Supplier is aware of its rights to contest the violations listed in this Agreement in a contested case hearing under the Administrative Procedure Act (Oregon Revised Statutes, Chapter 183) and its rights to judicial review of a final order issued in the contested case. Water Supplier freely and voluntarily waives all rights to a contested case hearing and to all judicial review of the findings of fact or conclusions of law contained in this Agreement in a proceeding brought by DWS to enforce this Agreement.

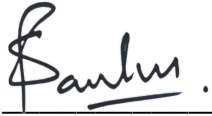
7. This Agreement may be executed in one or more multiple counterparts, including facsimile, scanned, and electronically transmitted counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Date 8-15-23



Steve Fischer
Mayor
Town of Canyon City

Date 8/28/2023

A handwritten signature in black ink, appearing to read "Samina".

Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Bill Goss, Oregon Health Authority, Drinking Water Services
Amy Word, Oregon Health Authority, Drinking Water Services