

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

In the Matter of

The City of Cascade Locks Public
Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. The City of Cascade Locks 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# OR4100172 serving the residents and businesses of Cascade Locks, Oregon. The Water System is a community water system serving approximately 1,300 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 water provided by the water system exceeds the action level (AL) specified in OAR 333-061-0030 for copper. Water with copper above the AL represents a potential public health hazard.

Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time could experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years could suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor. OAR 333-061-0043.

4. This Bilateral Compliance Agreement ("Agreement") is entered into between DWS and Water Supplier to address the contamination of the drinking water delivered by the Water System. This Agreement establishes the corrective actions 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 AL. The corrective actions and respective deadlines are described in detail below.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0025 requires water suppliers, in part, to take all reasonable actions to assure that water system facilities are free of public health hazards and to assure that water system operation and maintenance are performed as required by the Oregon administrative rules in chapter 333, division 61.
3. The AL for copper is 1.3 mg/L. OAR 333-061-0030(1).
4. On September 14, 2015, May 23, 2016 and November 1, 2016 sample results showed that copper was greater than 1.3 mg/L in more than 10 percent of tap water samples collected at the Water System. These sample results reported for the Water System demonstrate that copper exceeded the AL as specified in OAR 333-061-0030(1).
5. OAR 333-061-0034 requires, in part, water suppliers to install optimal corrosion control treatment when samples exceed the action level for copper.
6. Water Supplier recommended corrosion control treatment on June 30, 2016 and was required by the Hood River County Health Department to install the treatment no later than July 1, 2018. The treatment was not installed as required.
7. OAR 333-061-0043 requires, in part, water suppliers to deliver an annual consumer confidence report to water users that clearly identifies detected contaminants and

contains a clear and readily understandable explanation of violations, the potential adverse health effects using relevant language from Table 40 in the rule for contaminants violating a standard, and actions taken by the water supplier to address the violation.

8. Water Supplier's 2016 annual consumer confidence report did not include a clear explanation of the violation of copper AL and did not include the adverse health effects for copper.
9. Water Supplier is not in compliance with OAR 333-061-0025 or OAR 333-061-0034 because it did not install optimal corrosion control treatment as required after samples exceeded the AL for copper.
10. Water Supplier is not in compliance with OAR 333-061-0043 because it did not deliver an annual consumer confidence report that clearly or completely described the violation of the AL for copper and potential adverse health effects.

CORRECTIVE ACTIONS

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

- Corrective Action No. 1: Water Supplier shall submit complete construction plans to DWS no later than November 30, 2018 identifying optimal corrosion control treatment to ensure compliance with the AL for copper at the Water System. The construction plans shall:
 - Meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System and shall be approved by DWS prior to any construction or installation taking place; and
 - Include the applicable plan review fee identified in OAR 333-061-0060(3).
- Corrective Action No. 2: Water Supplier shall complete construction of optimal corrosion control treatment at the Water System no later than December 31, 2019 and shall notify DWS in writing within 5 calendar days of completing construction. For this corrective action to be met, any construction or installation performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.

- Corrective Action No. 3: Water Supplier shall monitor for lead and copper at the Water System according to OAR 333-061-0036(10) at a minimum of 20 sample sites approved by DWS and report the results to DWS. A minimum of two rounds of monitoring shall be conducted.
 - The first round of monitoring shall be conducted immediately after construction of optimal corrosion control treatment and in no case later than June 30, 2020 with the results of the monitoring reported to DWS no later than July 10, 2020.
 - The second round of monitoring shall be conducted six months after the first round and in no case later than December 31, 2020 with the results of the monitoring reported to DWS no later than January 10, 2021.
- Corrective Action No. 4: Water Supplier shall monitor water quality parameters according to OAR 333-061-0036(10)(f) and report the results to DWS.
 - Water quality parameter samples shall be collected at two sites in the distribution system at the same time as each of the two rounds of lead and copper tap water monitoring specified in Corrective Action No. 3. Two samples shall be collected at each site, the first sample at the same time as lead and copper tap water monitoring and the second sample two weeks later.
 - Water quality parameter samples shall be collected at the entry point to the distribution system, after corrosion control treatment, every two weeks beginning when construction is complete and continuing until optimized water quality control parameters are specified by DWS according to Corrective Action No. 5.
- Corrective Action No. 5: DWS shall review Water Supplier's installation of corrosion control treatment at Water System and specify optimized water quality control parameters within 90 days of receiving the second round of monitoring results from lead and copper and water quality parameter monitoring according to Corrective Actions No. 3 and No. 4.
- Corrective Action No. 6: Water Supplier shall publish a public notice no later than October 15, 2018 that informs customers that drinking water at the Water System exceeds the AL for copper. The notice must meet the requirements in OAR 333-061-0042 and include the health effects language for copper specified in OAR 333-061-0043(3), Table 40.

- Within 10 calendar days of distributing the public notice to customers, Water Supplier shall send a copy of the notice to DWS along with a written statement that it has fully complied with the distribution and public notification requirements in OAR 333-061-0040(1)(i).
- Public notices shall not contain language or be formatted in a way that contradicts or defeats the purpose of the notice.

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. If Water Supplier satisfies all the terms of this Agreement, DWS agrees to forgo any enforcement action or other legal remedies, including the assessment of civil penalties, related to samples exceeding the AL for copper at the Water System prior to the date Water Supplier completes the final corrective action specified herein.
3. 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.
4. This Agreement does not relieve Water Supplier of any responsibilities or liabilities established by any applicable federal, state, or local law or regulation.
5. 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.

6. 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.
7. 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.
8. 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.

Dated this 13TH day of SEPTEMBER, 2018.



Gordon Zimmerman
City Administrator
City of Cascade Locks

Dated this 14TH day of September, 2018.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: James Nusrala, Oregon Health Authority, Drinking Water Services
Sheldon Price, City of Cascade Locks
Ian Stromquist, Hood River County Environmental Health