



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

In the Matter of

Sumner Water Corporation Public  
Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Sumner Water Corporation agree to the following:

1. Sumner Water Corporation 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# OR4100209 and serving residences and buildings along and near the intersection of Coos Sumner Lane and Selander Road, southeast of Coos Bay, Oregon. The Water System is a community water system serving approximately 50 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.<sup>1</sup>
3. DWS has reviewed the operation of the Water System pursuant to its authority in ORS 431A.010, 448.150 and 448.255. DWS determined that the source supplying the Water System captures surface water but adequate treatment is not provided to remove and inactivate surface water pathogens. Drinking water with the presence of surface water pathogens not adequately treated represents a potential public health hazard.

<sup>1</sup> This Notice and Order relies on the definitions in ORS 448.115 and OAR 333-061-0020

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 lack of treatment for surface water pathogens applied to 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 installing effective treatment for a surface water source. 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 333-061-0032(1)(a), in part, requires that water systems supplied by a surface water source to provide at least 99.9 percent removal or inactivation of *Giardia lamblia* cysts, 99.99 percent removal or inactivation of viruses and 99 percent removal of *Cryptosporidium*. The Water System’s source captures surface water, but treatment that achieves the levels of inactivation or removal specified above are not provided. Water System is not in compliance with OAR 333-061-0032(1)(a).
3. Water Supplier submitted an action plan to DWS on September 17, 2024 identifying a plan to designate an engineering firm to conduct a feasibility study which will determine the future actions to be completed at the Water System to ensure compliance.

#### CORRECTIVE ACTIONS

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

1. Water Supplier shall update the action plan submitted to DWS on September 17, 2024 identifying when it will either install appropriate surface water treatment at the Water System or reconstruct existing source water facilities supplying the Water System so that they are classified as groundwater or providing other information identifying actions to be taken by Water Supplier toward this goal. The action plan shall be

updated no later than 90 days after a feasibility study is completed at the Water System. The action plan shall be updated to:

- Identify all repairs and modifications Water Supplier intends to perform to ensure compliance with all applicable rules at the Water System, and include sufficient detail to clearly identify the work to be completed such that DWS can approve the repairs or modifications;
  - Include a construction schedule identifying dates for distinct repairs or modifications to be completed by Water Supplier; and
  - Identify a date for the submission of complete construction or installation plans to DWS that meet the requirements in OAR 333-061-0060 for any modification of the facilities at the Water System. 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 according to the schedule included in the 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 publish a public notice according to all applicable provisions of OAR 333-061-0042 at least every ninety days that informs customers no later than 10 days after signing this Agreement and 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).
  4. Water Supplier shall continue to publish a public notice every three months that informs customers drinking water at the Water System is derived from a surface water source without adequate treatment. The notice must meet all the applicable requirements in OAR 333-061-0042.
    - Within 10 calendar days of distributing the public notice to customers, Water Supplier must submit a copy of the notice to DWS along with a written statement that it has fully complied with the distribution and public notification requirements according to OAR 333-061-0040(1)(i).

- Water Supplier must comply with this action until DWS notifies it that it has fully complied with this Agreement and that drinking water produced by the Water system meets all applicable state and federal drinking water laws and rules.
5. Water Supplier shall conduct monitoring at the Water System according to the applicable provisions of OAR 333-061-0036.
- All monitoring must be reported to DWS within 10 days of the end of the month or calendar quarter as applicable, according to OAR 333-061-0040(1)(b)(A).
  - Water Supplier shall monitor inorganic chemical, organic chemical, and radionuclide contaminants according to all the applicable provisions of OAR 333-061-0036 at the Water System no later than ninety (90) calendar days after signing this Agreement.
  - Water Supplier shall monitor coliform bacteria according to OAR 333-061-0036(6)(k) if source facilities are reconstructed to be classified as groundwater, or conduct water quality measurements according to OAR 333-061-0036(5) that demonstrate effective surface water treatment is provided at the Water System if surface water treatment is installed; and Water Supplier shall submit the applicable testing results to DWS no later than sixty (60) calendar days after notifying DWS that all the tasks of the action plan have been completed.
  - Water Supplier shall monitor all chemical and microbiological and radionuclide contaminants according to the applicable provisions of OAR 333-061-0036 and at the prescribed frequencies at the Water System no later than six months after notifying DWS that all the tasks of the action plan have been completed.

### 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 9-19-24



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Jason Schell  
Board President  
Sumner Water Corporation

Date 9/19/2024



A handwritten signature in black ink, appearing to read "Samina". The signature is written in a cursive style with a large initial 'S' and a period at the end.

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Samina Panwhar, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Kent Downs, Oregon Health Authority, Drinking Water Services