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

In the Matter of

London Water Coop Public Water  
System

BILATERAL COMPLIANCE AGREEMENT

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

1. London Water Coop 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 London Water Coop public water system (hereinafter "Water System"), identified by public water system ID # OR4100239 serving homes along Joe Geer, London and Shoestring Roads, south of Cottage Grove, Oregon. The Water System is a community water system serving approximately 65 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 Supplier does not utilize a certified water system operator for the Water System's treatment facilities.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the lack of a certified operator for the Water System. The Agreement establishes the corrective action(s) that Water Supplier must take and the deadlines for completing those actions with the purpose of ensuring Water System facilities are properly maintained and operated by trained personnel. 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 of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0225(1) requires, in part, water suppliers to at all times employ, contract with, or otherwise utilize an operator to be in direct responsible charge of every community public water system. Additionally, the operator must be certified at a level equal to or greater than the classification of the water system for which they are responsible.
3. DWS records indicate that an operator certified at level 1 for water distribution and level 2 for water treatment must be in direct responsible charge of the Water System. DWS notified Water Supplier it was in violation of this rule, because it had not designated an operator to be in direct responsible charge of the Water System after the previous operator retired. Water Supplier did not designate a qualified operator to be in direct responsible charge of the Water System, nor did it submit an action plan identifying how it would hire, train, or contract with a qualified operator. Water Supplier is not in compliance with OAR 333-061-0225.
4. Water Supplier has indicated it may decommission the surface water source and existing water treatment plant for the Water System and replace the facilities with a groundwater source due to the less stringent operating and treatment requirements associated with the latter.

#### 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 November 30, 2019 identifying whether it will develop a new source facility for the Water System and



how it will hire or train a certified operator to supervise the new or existing source facility at the Water System. The action plan shall:

- Identify all the tasks Water Supplier intends to perform to ensure drinking water produced by the Water System meets all applicable standards for the treatment of surface water, or all the tasks Water Supplier intends to perform to develop a new groundwater source. The action plan shall set reasonable deadlines for completing all the identified tasks and at a minimum, include the following tasks:
    1. Begin design;
    2. Complete design;
    3. Submit complete, engineered construction plans and specifications to DWS for review and approval;
    4. Begin construction;
    5. Designate certified operator; and
    6. Begin system start-up.
  - Upon approval by DWS, the action plan and its identified tasks and deadlines are incorporated into this Agreement.
2. Water Supplier shall perform and complete all tasks in the action plan described in Corrective Action No. 1 by the deadlines 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 collect water samples according to the applicable sections of OAR 333-061-0036 and submit testing results to DWS within sixty (60) calendar days of notifying DWS that all the tasks of the action plan have been completed.
    - Upon completing all tasks in the action plan described in Corrective Action No. 1, water quality monitoring must show the drinking water produced by the Water System is not above the MCL in OAR 333-061-0030 for any contaminant identified therein. If water quality reporting indicates a contaminant is present at concentrations above the MCL or that surface water treatment is not effective, DWS may require Water Supplier to take further corrective action.
  4. Water Supplier shall publish a public notice within 30 days of signing this agreement that informs customers that a certified operator is not in direct responsible charge of

the Water System. The notice must also state that drinking water at the Water System exceeded the MCL for turbidity in October 2018, February 2019 and March 2019. The notice must meet the requirements in OAR 333-061-0042.

- 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).
- These violations may be described in the Water System's annual consumer confidence report for the 2019 calendar year instead of within a public notice, if the report meets all the requirements in OAR 333-061-0043.

### DWS RESPONSIBILITIES

- DWS shall review 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.



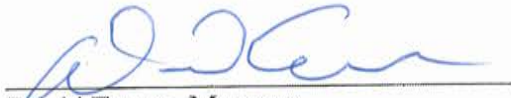
5. DWS may consider the findings of fact and violations cited in the conclusions of law of this Agreement for purposes of any future enforcement action or sanction involving Water Supplier.
6. Water Supplier is aware of its rights to contest the violations listed in this Agreement in a contested case 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.

Dated this 17 day of Sept, 2019.



Terri Finn Kadrmas  
President  
London Water Coop

Dated this 23<sup>rd</sup> day of September, 2019.



David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Jay MacPherson, Oregon Health Authority, Drinking Water Services