



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 public water system (hereinafter “Water System”), identified by public water system ID # OR4100239 and serving homes along Joe Geer, London and Shoestring Roads, south of Cottage Grove, Oregon. The Water System is a community water system serving approximately 60 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 maximum contaminant level (MCL) as specified in OAR 333-061-0030 for turbidity. Water with turbidity exceeding above the MCL represents a potential public health hazard. Also, Water Supplier does not employ or utilize a

qualified water system operator to manage and oversee treatment processes at the Water System.

Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea and associated headaches (OAR 333-061-0097(4)(d)). OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the contamination 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 333-061-0030(3)(b)(A)(i) specifies that the MCL for turbidity at water systems where conventional or direct filtration technology is used, measured at a point representing filtered water prior to any storage, must be 0.3 NTU or less in 95 percent of the measurements each month. Turbidity measurements reported for the Water System for the months of November and December 2022 and February 2023 indicate turbidity was not 0.3 NTU or less in 95% of the measurements during those months.
3. Additionally, OAR 333-061-0030(3)(b)(A)(ii) specifies turbidity must never exceed 1 NTU at water systems where conventional or direct filtration technology is used, measured at a point representing filtered water prior to any storage. At least one turbidity measurement reported for the Water System, for the months of November and December 2022 and February 2023, indicate turbidity was exceeded 1 NTU during those months. This constitutes non-compliance with OAR 333-061-0030(3)(b)(A).
4. 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. 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. Water Supplier has not designated a certified operator to be in direct responsible charge of the Water System. Water Supplier is not in compliance with OAR 333-061-0225.

5. Water Supplier was awarded SUDC/WIIN funding for design and construction of surface water treatment improvements or a new treatment plant at the Water System.

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit to DWS, complete construction plans for surface water treatment improvements, or a new surface water treatment facility, at the Water System no later than December 31, 2023.
2. Water Supplier shall begin construction of the surface water treatment improvements or new treatment facility, for which plans were submitted according to Compliance Action No. 1, no later than March 31, 2024.
3. Water Supplier shall complete construction and installation of the surface water treatment improvements or new treatment facility as specified in Compliance Action No. 2, within 12 months of conditional plan approval from DWS.
 - Water Supplier shall notify DWS in writing within 5 calendar days of completing all the tasks.
 - Construction must be completed in accordance with plans conditionally approved construction according to this compliance action.
 - Construction of all improvements or modifications at the Water System must also meet the applicable construction standards specified in OAR 333-061-0050.
4. Water Supplier shall monitor water quality and treatment effectiveness according to OAR 333-061-0036(5) and report the results to DWS within sixty (60) calendar days of notifying DWS that construction was completed as specified in Corrective Action No. 3.

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.

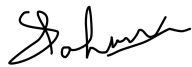
7. This Agreement may be executed in one or more multiple counterparts, including facsimile, scanned, and electronically transmitted counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Date 4/3/2023



Eric Vortriede
President
London Water Coop

Date 4/3/2023



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Amy Bleekman, Oregon Health Authority, Drinking Water Services