



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

In the Matter of

PMT Properties, LLC / Paradise/Rogue
Meadows Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Thomas Jarmer, representing PMT Properties, LLC agree to the following:

1. PMT Properties, LLC 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 Paradise/Rogue Meadows public water system (hereinafter “Water System”), identified by public water system ID# OR4100268 and serving the manufactured dwelling parks accessed from Brophy Way, west of Highway 62 in Shady Cove, Oregon. The Water System is a community water system serving approximately 160 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 arsenic. Water with arsenic above the MCL represents a potential public health hazard.

Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer. 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 purchased the Water System and the property where the Water System is located in January 2001.
2. As of January 2001, Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
3. OAR 333-061-0030(1) specifies that the MCL for arsenic in drinking water is 0.010 mg/L. Some sample results reported for the Water System contained arsenic exceeding the MCL dating from a sample collected on September 18, 2008. Currently and beginning with a sample reported on December 22, 2023, the average concentration of arsenic in drinking water, calculated according to OAR 333-061-0036(2)(h) and based on samples collected between December 22, 2023 and May 3, 2024 was 0.017 mg/L. This exceeds the MCL of 0.010 mg/L and constitutes a violation of OAR 333-061-0030(1).
4. OAR 333-061-0060(1) requires, in part, water suppliers to submit construction and installation plans for approval before construction begins on major additions to existing public water systems. Water Supplier installed a treatment system to reduce concentrations of arsenic in drinking water at the Water System, but this treatment system was not approved for use prior to construction and installation, and the treatment system has not been given final plan approval. Water Supplier is not in compliance with OAR 333-061-0060(1).

5. Water Supplier stated they believed the arsenic treatment system was approved according to OAR 333-061-0060 and that all necessary documentation had been submitted to DWS or the Jackson County Environmental Public Health Division. Water Supplier is currently working with DWS to complete plan review and approval according to OAR 333-061-0060.
6. OAR 333-061-0065(1)(a) requires water suppliers to operate all phases and components of the water system effectively in the manner for which they were designed. The Water System has an arsenic treatment system, but changes in water chemistry or other circumstances beyond Water Supplier's control caused the treatment not to be operated effectively. The resulting treatment ineffectiveness caused three out of eight samples collected between April 8, 2022 and March 12, 2024 to have concentrations of arsenic exceeding the MCL. The failure to operate the arsenic treatment system effectively constitutes non-compliance with OAR 333-061-0065(1)(a).
7. Water supplier states they have worked diligently to correct the failures of the arsenic treatment system and improve both the design of the treatment system and its operational processes. Water Supplier employed a contractor to assess, repair or improve the treatment system during the months of March, April and May 2024, investing nearly \$10,000 to resolve the situation to ensure compliance with the applicable rules and regulations.

CORRECTIVE ACTIONS

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

1. Water supplier shall make improvements or modifications to restore the arsenic treatment at the Water System to effective operation such that concentrations of arsenic in drinking water are below the MCL specified in OAR 333-061-0030(1).
2. Water Supplier shall take all necessary actions to complete plan review and final approval for the arsenic treatment system in use at the Water System, according to the applicable provisions of OAR 333-061-0060.
 - Water Supplier shall complete all actions such that DWS may grant final plan approval no later than 90 days after signing this agreement.

3. Water Supplier shall monitor for arsenic at the Water System according to OAR 333-061-0036(2)(a) and 333-061-0036(1)(g) as follows:
 - Monitoring shall begin immediately after DWS grants final plan approval according to Compliance Action No. 2 above and be conducted every month according to OAR 333-061-0036(1)(g).
 - Sample results shall be reported to DWS no more than 10 days after the end of each month according to OAR 333-061-0040(1).
4. If any monthly sample exceeds the MCL for arsenic, Water Supplier shall investigate the cause of the treatment failure and submit a report to DWS within five business days of receiving notification that the monthly sample result exceeded the MCL, identifying the cause for the failure and how Water Supplier will return the treatment to effective operation such that concentrations of arsenic in drinking water are below the MCL specified in OAR 333-061-0030(1).
 - Water Supplier shall complete corrective action to restore the arsenic treatment at the Water System to effective operation, and report sample results demonstrating the concentration of arsenic in drinking water is below the MCL specified in OAR 333-061-0030(1) within 30 calendar days of receiving notification that the monthly sample result exceeded the MCL.
5. Water Supplier shall publish a public notice according to all applicable provisions of OAR 333-061-0042 at least every ninety days, if necessary, that informs customers that the average annual concentration of arsenic in drinking water at the Water System exceeds the MCL.
 - 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).
6. Water Supplier shall comply with this Agreement and may return to monitoring arsenic once every calendar quarter according to OAR 333-061-0036(2)(a), if sample results reported for the Water System have concentrations of arsenic below the MCL specified in OAR 333-061-0030(1) every month for 9 consecutive months.

7. Water Supplier shall violate this Agreement if sample results reported for the Water System have concentrations of arsenic at or above the MCL specified in OAR 333-061-0030(1) during three or more months within the first six months after DWS issues final plan approval for the arsenic treatment according to Compliance Action No. 2.

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 6/3/24



Thomas Jarmer
Owner/Registered Agent
PMT Properties, LLC

Date 6/3/2024



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

Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Tony George, Jackson County Environmental Public Health Division
Zach Golik, Oregon Health Authority, Drinking Water Services
Rebecca Templin, Oregon Health Authority, Drinking Water Services