

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

In the Matter of

City of Gladstone Public Water
System

BILATERAL COMPLIANCE
AGREEMENT

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

1. City of Gladstone 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 # OR4100321 and serving the residences and businesses of Gladstone, Oregon. The Water System is a community water system serving approximately 12,100 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.¹

¹ This Bilateral Compliance Agreement relies on the definitions in ORS 448.115 and OAR 333-061-0020.

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 both haloacetic acids (HAA5) and trihalomethanes (TTHM). Water with HAA5 or TTHM above the MCL represents a potential public health hazard.

Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer. OAR 333-061-0043.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer. 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 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. The MCL for HAA5 is 0.060 mg/L. OAR 333-061-0030(2)(b)
3. Sample results reported for the Water System, collected at the 535 Welter Circle, 1515 Cornell Ave. and 450 W. Arlington St. sampling locations exceeded the MCL of 0.60 mg/L. The average concentration of HAA5 in drinking water at these locations respectively, calculated according to OAR 333-061-0036(4)(c)(D) and based on samples collected between November 25, 2024 and August 14, 2025 are 0.074, 0.097 and 0.078 mg/L. This exceeds the MCL of 0.060 mg/L and constitutes a violation of OAR 333-061-0030(2).
4. The MCL for TTHM is 0.080 mg/L. OAR 333-061-0030(2)(b)
5. Sample results reported for the Water System, collected at the 1515 Cornell Ave., 555 Edgewater Rd. and 450 W. Arlington St. sampling locations exceeded the MCL of

0.80 mg/L. The average concentration of TTHM in drinking water at these locations respectively, calculated according to OAR 333-061-0036(4)(c)(D) and based on samples collected between November 25, 2024 and August 14, 2025 are 0.098, 0.082 and 0.089 mg/L. This exceeds the MCL of 0.080 mg/L and constitutes a violation of OAR 333-061-0030(2).

6. Three samples collected on November 25, 2024 contained HAA5 exceeding the MCL due to seasonal variation in raw water quality.
7. Samples collected at all four of the Water System's sampling locations on March 27, 2025 contained both HAA5 and TTHM exceeding the respective MCLs due to an operational incident at the North Clackamas County Water Commission (NCCWC), a wholesale water supplier to the City of Gladstone. Water Supplier reported that the operational incident occurred during routine maintenance of the filtration facility at NCCWC on March 25, 2025 resulting in the formation of extremely high concentrations of both HAA5 and TTHM. The operational incident was corrected quickly and monitoring for both HAA5 and TTHM conducted on June 18, 2025 indicated concentrations of both contaminants were less than half the respective MCLs.
8. Monitoring conducted on August 14, 2025 and reported to DWS on August 28, 2025 indicated that concentrations of both HAA5 and TTHM remain below the MCL.

CORRECTIVE ACTIONS

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

1. Water Supplier shall continue to conduct monitoring according to OAR 333-061-0036(4)(c) and report the sampling results to DWS according to OAR 333-061-0040(1).
 - Water Supplier will have complied with this Corrective Action and satisfied the requirements of this Agreement when monitoring for both HAA5 and TTHM are below the respective MCLs identified in OAR 333-061-0030(2)(b) for four consecutive calendar quarters, inclusive of monitoring previously reported by Water Supplier.

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.

City of Gladstone

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 11/5/2025


Justin Poyser
Public Works Utility Manager
City of Gladstone

Date 11.05.2025

Casey Lyon

Casey Lyon, Interim Manager
Drinking Water Services
Oregon Health Authority

cc: Keith Male, Oregon Health Authority, Drinking Water Services

