



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

In the Matter of

City of Harrisburg Public Water System | BILATERAL COMPLIANCE AGREEMENT

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

1. The City of Harrisburg 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# OR4100366 and serving the residents and businesses of Harrisburg, Oregon. The Water System is a community water system serving approximately 3,700 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 will be unable to install optimal corrosion control treatment according to the time frame specified in OAR 333-061-0034(2), which can be necessary to consistently control and reduce the presence of lead in drinking water. Water with lead above the action level (AL) represents a potential public health hazard.

Infants and children who drink water containing lead in excess of the action level could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure. OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the presence of lead in drinking water provided by the Water System and Water Supplier’s inability to install corrosion control treatment according to the deadlines specified in OAR 333-061-0034. This Agreement establishes the corrective action(s) that Water Supplier must take and the deadlines for completing those actions with the purpose of constructing and installing treatment and reducing the presence of lead in the drinking water to below the AL. 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 AL for lead is 0.015 mg/L. OAR 333-061-0030(1).
3. OAR 333-061-0030(1) specifies, in part, that the AL for lead in drinking water is 0.015 mg/L, and that the AL is exceeded if the concentration of lead is greater than 0.015 mg/L in more than 10 percent of tap water samples collected during any monitoring period. The concentration of lead exceeded 0.015 mg/L in three of 20 samples collected on July 27, 2021. This exceeds the AL of 0.015 mg/L.
4. OAR 333-061-0034(2) requires, in part, water suppliers to complete corrosion control steps when sample results exceed the AL for lead or copper. OAR 333-061-0034(2)(b)(F) requires, in part, water suppliers to install optimal corrosion treatment within 24 months of DWS designating optimal corrosion control treatment. Optimal corrosion control treatment was agreed upon and designated on March 31, 2022. Water Supplier submitted construction plans for this treatment as of February 29, 2024 but treatment will not be installed by the 24-month deadline on March 31, 2024.

5. Water Supplier submitted both a recommendation for treatment and construction plans according to OAR 333-061-0034(2) but will be unable to ensure construction and installation of treatment is completed within 24 months after optimal corrosion control was designated.
6. Water Supplier will be unable to comply with OAR 333-061-0034(2)(b).

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit a construction schedule to DWS no later than 60 days after this agreement is executed, identifying interim dates for construction progress and a date by which construction and installation of optimal corrosion control treatment will be completed at the Water System. The construction schedule shall include dates for the following events:
 - Announcement of request for construction bids;
 - Award of construction contract;
 - Start of construction; and
 - Completion of construction.
2. Water Supplier shall perform and complete all tasks in the construction schedule identified in Corrective Action No. 1 by the deadlines in the schedule and shall notify DWS in writing within 5 calendar days of completing all the tasks. For this corrective action to be met, 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 OAR 333-061-0036(10) for both lead and copper in tap water and water quality parameters, and submit these testing results to DWS within sixty (60) calendar days of notifying DWS that all the tasks of the action plan have been completed.
4. Water Supplier shall continue to publish public education according to all the applicable requirements specified in OAR 333-061-0034(5) and submit the public education 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)(g)(E).

DWS RESPONSIBILITIES

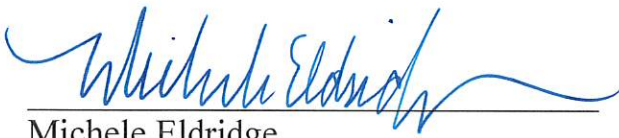
- DWS shall review and approve any corrective action plan or construction plans submitted by Water Supplier within thirty (30) days of receipt. DWS shall approve or require changes to the submitted plans immediately upon completing the review.

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 Mar 15, 2024



Michele Eldridge
City Administrator
City of Harrisburg

Date 3/19/2024



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Amy Bleekman, Oregon Health Authority, Drinking Water Services
Mike Caughey, Council President, City of Harrisburg
Bobby Duncan, Mayor, City of Harrisburg
Zach Golik, Oregon Health Authority, Drinking Water Services
Chuck Scholz, City of Harrisburg