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

In the Matter of

Bridge Water District Public Water  
System

BILATERAL COMPLIANCE AGREEMENT

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

1. Bridge Water District 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 # OR4100552 serving homes and businesses along and near Bridge Lane and Highway 42 in Myrtle Point, Oregon. The Water System is a community water system serving approximately 150 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 determined that the springs supplying the Water System are contaminated with *E. coli* bacteria and subject to surface water intrusion effectively causing the springs to be under the direct influence of surface water. Water Supplier proposed to install appropriate surface water treatment instead

of reconstructing the springs. Water determined to be under the direct influence of surface water without adequate treatment represents a potential public health hazard.

Inadequately treated water may contain disease causing organisms. These organisms include bacteria, viruses, and parasites which can cause symptoms such as nausea, cramps, diarrhea, and associated headaches. OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to establish the corrective action(s) Water Supplier must take and the deadlines for completing those actions to ensure the adequate treatment of drinking water delivered by the Water System. The corrective actions and respective deadlines are described in detail below.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier is required to meet all of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0032(1) through (5) identify treatment standards required for all water sources classified as groundwater under the direct influence of surface water (GWUDI).
3. Water samples collected at the Water System in 2013 through 2015 confirmed the presence of *E. coli* bacteria in the water sources identified as Spring #1, Spring #3, Spring #5, and Spring #6.
4. Water Supplier declared to the Coos County Health Department that the springs supplying the Water System be considered GWUDI and proposed installing appropriate water treatment to ensure safe drinking water.
5. DWS mailed a letter to Water Supplier on May 5, 2016 acknowledging its declaration and requiring an appropriate water treatment facility be constructed by October 5, 2017.
6. OAR 333-061-0032(1)(c) requires the appropriate water treatment to be provided within 18 months after a water source is determined to be under the direct influence of surface water.

7. Water Supplier did not provide the appropriate water treatment by DWS' deadline or within 18 months of when it declared the springs supplying the water system to be GWUDI; therefore, Water Supplier is not in compliance with OAR 333-061-0032(1).

### CORRECTIVE ACTIONS

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

- Corrective Action No. 1: Water supplier shall complete construction and installation of all water treatment facilities at the Water System, according to plans approved by DWS, no later than March 31, 2019.
  - Water Supplier shall notify DWS in writing within 5 calendar days of completing construction of water treatment facilities. In order 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.
- Corrective Action No. 2: Water supplier shall complete a tracer study according to OAR 333-061-0050(6)(a)(R) and report the results of the study to DWS within sixty (60) calendar days of notifying DWS that construction was completed according to Corrective Action No. 1.
- Corrective Action No. 3: Water Supplier shall monitor water quality and treatment effectiveness according to OAR 333-061-0036(5) immediately after notifying DWS that construction was completed according to Corrective Action No. 1. Water supplier shall report this monitoring to DWS according to OAR 333-061-0040(1)(d).
- Corrective Action No. 4: Water Supplier shall issue public notice no later than October 15, 2018 that informs water users the treatment of drinking water at the Water System is not adequate for water determined to be under the direct influence of surface water. 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).



- Corrective Action No. 5: Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 4 every three months that includes any changes or additional information regarding treatment for groundwater under the direct influence of surface water at the Water System. This action must be continued until DWS notifies Water Supplier that its drinking water meets all applicable treatment requirements and that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.

### 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.

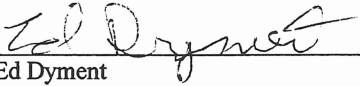
### GENERAL PROVISIONS

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.

Dated this 1 day of Oct., 2018.

  
Ed Dymet  
President  
Bridge Water District

Dated this 9<sup>th</sup> day of October, 2018.

  
David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Robert Henry, HBH Consulting Engineers  
Betsy Parry, Oregon Health Authority, Drinking Water Services

