

800 NE Oregon St.
Portland, Oregon 97232-2162
Voice (971) 673-0405
FAX (971) 673-0694
TTY (971) 673-0372

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

In the Matter of

Otter Rock Water District Public Water
System

BILATERAL COMPLIANCE AGREEMENT

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

1. Otter Rock 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 # OR4100608 and serving the homes and residents of the Otter Rock Water District in Lincoln County, Oregon. The Water System is a community water system serving approximately 175 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 corrective action is required due to the presence of coliform bacteria in water provided by the water system, triggering three or more coliform investigations within a 12-month period as specified in OAR 333-061-0032(6).

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the presence of coliform bacteria, and repeated coliform investigations, at 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 presence of coliform bacteria in 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 was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. Drinking water at the Water System is supplied by three groundwater springs.
3. OAR 333-061-0032(6)(g) requires, in part, water suppliers to install treatment for disinfectant residual maintenance when three or more coliform investigations as described in OAR 333-061-0078 are triggered within a twelve-month period. Treatment must be installed within six months unless an alternate schedule is approved.
4. A coliform investigation is defined as an evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and (when possible) the likely reason that the investigation was triggered at the water system. OAR 333-061-0078 requires, in part, a coliform investigation be conducted when two or more total coliform-positive samples occur in the same month at a water system.
5. The presence of coliform bacteria in drinking water at the Water System triggered a third coliform investigation on July 24, 2020 and as of January 24, 2021, the required treatment was not installed nor was an alternate schedule approved.
6. Water Supplier is not in compliance with OAR 333-061-0032(6)(g).

CORRECTIVE ACTIONS

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

1. Water Supplier shall install a system for maintaining a disinfectant residual throughout the Water System no later than July 31, 2021.
 - 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.
2. Water Supplier shall satisfy the terms of this Agreement after it has completed installation of treatment as specified in Corrective Action No. 1 and after coliform bacteria are absent in monitoring conducted according to OAR 333-061-0036(6) for two consecutive months.
3. If monitoring indicates the continued presence of total coliform bacteria at the Water System after the completion of corrective actions, DWS may require Water Supplier to take further corrective action.

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 2nd day of April, 2021.



Susan Elliker

Board President

Otter Rock Water District

Dated this 14th day of April, 2021.

A handwritten signature in black ink, appearing to read "David Emme". The signature is fluid and cursive, with a large initial "D" and "E".

David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Amy Bleekman, Oregon Health Authority, Drinking Water Services
Kaline Chavarria, Lincoln County Environmental Health