

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

The City of Richland 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 Richland agree to the following:

1. The City of Richland 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 City of Richland public water system (hereinafter "Water System"), identified by public water system ID # OR4100703 in Baker County, 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 448.150. DWS has determined that water produced by the infiltration gallery supplying water for the Water System was determined to be under the direct influence of surface water due to the abundances of surface water indicators. 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 address the lack of water treatment 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 ensuring adequate treatment of the drinking water at 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.
 3. Water samples were collected on April 25, May 17 and June 8, 2016 from the infiltration gallery serving as the water source for the Water System. Microscopic particulate analyses were completed and water from the infiltration gallery was determined to be under the direct influence of surface water.
 4. OAR 333-061-0032(1)(c) requires surface water treatment to be provided within eighteen months after a water source is determined to be under the direct influence of surface water.
 5. DWS mailed a letter on June 27, 2016 officially notifying Water Supplier of the determination regarding water produced by the infiltration gallery and identifying several methods to achieve compliance with water treatment requirements. The letter stipulated that compliance with surface water treatment requirements was required within eighteen months of the date of the letter, by December 26, 2017. As of the date of this agreement, Water Supplier has not provided the appropriate surface water treatment as required.
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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 submit an action plan to DWS no later than December 31, 2018 identifying how water from the infiltration gallery at the Water System will be treated according to the requirements in OAR 333-061-0032. The action plan shall:
 - Identify all tasks Water Supplier intends to perform to ensure drinking water produced by the Water System meets the treatment requirements specified in OAR 333-061-0032. The plan shall also identify a financing strategy and set reasonable deadlines for completing all the identified tasks.
 - Water Supplier shall perform and complete all tasks identified in the action plan by the deadlines specified therein and shall notify DWS in writing within 5 calendar days of completing every task.
- Corrective Action No. 2: Water Supplier shall submit an annual progress report to DWS no later than January 31, 2020. The report shall identify all of Water Supplier's activities during the previous calendar year related to the construction of drinking water facilities at the Water System.

Water Supplier shall continue to submit an annual progress report to DWS for every subsequent calendar year until the completion of every other activity in this Agreement. The reports must be submitted to DWS no later than January 31 of the following year.

- Corrective Action No. 3: Water Supplier shall submit construction plans to DWS no later than December 31, 2020 for water treatment facilities at the Water System. The proposed treatment facilities shall ensure compliance with the applicable water treatment requirements in OAR 333-061-0032. The construction plans shall:
 - Meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System. Construction plans must be approved by DWS prior to any construction or installation taking place.
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- Corrective Action No. 4: Water supplier shall complete construction and installation of all water treatment facilities according to the plans approved by DWS no later than December 31, 2022.
 - 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. 5: 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. 4.
- Corrective Action No. 6: Water Supplier shall monitor water quality and treatment effectiveness according to OAR 333-061-0036(5) and report the results to DWS within sixty (60) calendar days of notifying DWS that construction was completed according to Corrective Action No. 4.
- Corrective Action No. 7: Water Supplier shall issue public notice no later than June 1, 2018 that informs customers that 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. 8: Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 7 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 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 (including civil penalties or other legal remedies) allowed by law. 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.
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Dated this 23 day of May, 2018.

Delaris Dennis Council President
[NAME]
[TITLE]
City of Richland

Dated this 23 day of May, 2018.

David Emme
David Emme
Program Manager
Oregon Health Authority, Drinking Water Services

cc: Bill Goss, Oregon Health Authority, Drinking Water Services
Shannon O'Fallon, Oregon Department of Justice