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

In the Matter of

Lawson Acres Water Association
Public Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Lawson Acres Water Association 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 Lawson Acres public water system (hereinafter "Water System"), identified by public water system ID # OR4100707 serving homes along Yokum Rd., Winter Green Dr. and Loren Ln. in Riddle, Oregon. The Water System is a community water system serving approximately 75 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 the surface water treatment facilities utilized at the Water System do not reliably deliver safe drinking water. Water from a surface water source delivered without reliable 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 reliability of treatment facilities and safety of the drinking water 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 ensuring safe drinking water. 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. OAR 333-061-0025 requires water suppliers to take all reasonable actions to assure that the water delivered to water users does not exceed maximum contaminant levels, that water system facilities are free of public health hazards and that water system operation and maintenance are performed as required by the rules. Water Supplier operates water treatment and storage facilities that are beyond their life expectancy and that no longer reliably deliver safe drinking water to users at the Water System. Additionally, water system facilities no longer meet construction standards and water system operators are unable to accurately measure and record turbidity or maintain water filtration facilities.
 3. Water Supplier is not in compliance with OAR 333-061-0025.
 4. Water Supplier does not employ or otherwise utilize a water system operator certified at the appropriate level to operate and maintain treatment facilities at the Water System.
 5. Water Supplier is not in compliance with OAR 333-061-0225.
 6. Water Supplier submitted the results of a feasibility study indicating the most cost-effective method of delivering safe drinking water at the Water System. This feasibility study indicated connecting to and purchasing potable drinking water from
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the City of Riddle is the most cost-effective method of delivering safe drinking water at the Water System.

7. Water Supplier has applied for funding assistance to prepare plans for and complete construction of a pipeline to receive potable drinking water from the City of Riddle.

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 complete construction plans to DWS no later than June 30, 2019 for the waterline project to deliver drinking water from the City of Riddle to the Water System. 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.
- Corrective Action No. 2: Water Supplier shall verify construction of the waterline project to deliver drinking water from the City of Riddle to the Water System is complete no later than March 31, 2020. 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. 3: Water Supplier shall designate a certified water system operator to be in direct responsible charge of the Water System according to OAR 333-061-0225. Water Supplier shall submit the designation to DWS in writing within six months of completing construction as specified in Corrective Action No. 2.


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.

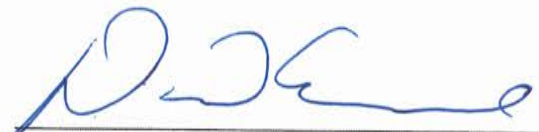
GENERAL PROVISIONS

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.
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Dated this 7 day of January, 2018^{RB}~~9~~


Ray Boyd
President
Lawson Acres Water Association

Dated this 9th day of January, 2018~~9~~


David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Shandell Clark, Rural Community Assistance Corporation
Casey Lyon, Oregon Health Authority, Drinking Water Services
Rebecca Templin, Oregon Health Authority, Drinking Water Services