

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

In the Matter of

Umpqua Ranch Cooperative
Public Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Umpqua Ranch Cooperative 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 Umpqua Ranch Cooperative public water system (hereinafter "Water System"), identified by public water system ID # OR4100714, serving homes near 1 Forrestwood Lane in Idleyld Park, Oregon. The Water System is a community water system serving approximately 230 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 surface water treatment facilities utilized at the Water System do not effectively deliver safe drinking water. Water from a surface water source delivered without effective treatment represents a potential public health hazard.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the effectiveness 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 of 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 purchased the Water System and the property where the Water System is located on September 29, 2015.
2. As of September 29, 2015, Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
3. The Water System was supplied by a series of groundwater wells but also used water from the North Umpqua River in emergency situations prior to February 2017. Beginning in early 2017, water from the North Umpqua River began being used for drinking water on a routine basis because of diminished production from the groundwater wells supplying the Water System.
4. OAR 333-061-0032(1)(a) requires, in part, that at every water system using a surface water source, treatment be provided that reliably achieves at least 99.9 percent removal or inactivation of *Giardia lamblia* cysts, at least 99.99 percent removal or inactivation of viruses, and at water systems with filtration treatment, at least 99 percent removal of *Cryptosporidium*.
5. Treatment facilities at the Water System do not provide the required levels of protection against these pathogens. The Water System is not in compliance with OAR 333-061-0032(1)(a).

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.

6. 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.

7. The Water System does not possess the necessary water treatment facilities to filter and disinfect surface water to deliver safe drinking water. Additionally, some existing water system facilities do not meet the construction standards. Water Supplier is not in compliance with OAR 333-061-0025.
8. OAR 333-061-0225(1) requires, in part, water suppliers to at all times employ, contract with, or otherwise utilize an operator to be in direct responsible charge of community public water systems, certified at a level equal to or greater than the classification of the water system.
9. 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. Water Supplier is not in compliance with OAR 333-061-0225.

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 at the Water System such that treatment of surface water meets all the applicable requirements specified in OAR 333-061-0032.
 - Construction and installation shall be completed no later than August 31, 2019.
 - 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.
 - Water Supplier shall notify DWS in writing within five (5) calendar days of completing all construction and installation and allow for an inspection of Water System facilities by DWS within 30 days of this notification.
- Corrective Action No. 2: Water Supplier shall satisfy all the terms and conditions identified in DWS' letter granting conditional approval of construction plans related to surface water treatment at the Water System.

- The terms and conditions shall be satisfied within sixty (60) days of completing construction of treatment facilities at the Water System as specified in Corrective Action No. 1.
- Corrective Action No. 3: Water Supplier shall monitor water quality according to OAR 333-061-0036(5) beginning immediately after DWS issues final approval for construction of surface water treatment at the Water System.
 - Water Supplier shall monitor water quality for at least one complete calendar month and report testing results to DWS according to OAR 333-061-0040, within 10 days of the end of the month.
 - For this corrective action to be met, monitoring must demonstrate that surface water treatment at the Water System meets or achieves all the applicable requirements specified in OAR 333-061-0032 and OAR 333-061-0036.
- Corrective Action No. 4: 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 ninety (90) days after DWS issues final approval for construction of surface water treatment at the Water System.
- Corrective Action No. 5: Water Supplier shall continue to publish a public notice every three (3) months that informs customers that drinking water delivered by the Water System is not treated according to regulations for water from a surface water source. The notice must meet the requirements in OAR 333-061-0042 and include any changes or additional information regarding the state of drinking water delivered by the Water System.
 - 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).
 - Water Supplier must comply with this action until DWS notifies it that its drinking water is treated adequately 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 4th day of FEBRUARY, 2019.



Robert Brooker
President
Umpqua Ranch Cooperative

Dated this 11th day of February, 2019.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: RosAnna Noval, RCAC
Rebecca Templin, Oregon Health Authority, Drinking Water Services