

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

Skyview Acres Water Company Public  
Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Skyview Acres Water Company 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 Skyview Acres public water system (hereinafter "Water System"), identified by public water system ID # OR4100786 and serving homes along SE Bluff Road north of Sandy, Oregon. The Water System is a community water system serving approximately 200 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 water provided by the Water System exceeds the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for both haloacetic acids (HAA5) and total trihalomethanes (TTHM).

Water with HAA5 and TTHM above the MCL represents a potential public health hazard.

Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer. Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer. OAR 333-061-0097.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the contamination of the drinking water provided by 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 contamination in the drinking water below the MCL. 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. The MCL for HAA5 is 0.060 mg/L. OAR 333-061-0030(2)(b).
3. Sample results for the Water System demonstrate that the water has been above the MCL for HAA5 in violation of OAR 333-061-0030(2)(b). On July 9, 2019, test results showed that the running annual average concentration of HAA5 in the water provided by the Water System at the 9710 Dodge Park sampling point was 0.081 mg/L.
4. The MCL for TTHM is 0.080 mg/L. OAR 333-061-0030(2)(b).
5. Sample results for the Water System demonstrate that the water has been above the MCL for TTHM in violation of OAR 333-061-0030(2)(b). On July 9, 2019, test results showed that the running annual average concentration of TTHM in the water provided by the Water System at the 9710 Dodge Park sampling point was 0.094 mg/L.
6. Water Supplier is not in compliance with OAR 333-061-0030(2)(b).

## CORRECTIVE ACTIONS

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

1. Water Supplier shall conduct monitoring for HAA5 and TTHM at two locations according to OAR 333-061-0036(4)(e).
  - One monitoring location shall be established at the entry point to the distribution system, after any treatment applied at the Water System and the other location shall remain at 9710 Dodge Park.
  - Monitoring shall begin in September 2019 and continue for at least four calendar quarters or until DWS notifies it that monitoring may be conducted at only one location, whichever is sooner.
2. Water Supplier shall submit an action plan to DWS no later than October 31, 2019 identifying how it will ensure ongoing compliance with the MCL for both HAA5 and TTHM at the Water System. The action plan shall:
  - Identify all tasks Water Supplier intends to perform to ensure drinking water produced by the Water System has concentrations below the MCL for HAA5 and TTHM and set reasonable deadlines for completing all the identified tasks.
3. Water Supplier shall perform and complete all tasks in the action plan described in Corrective Action No. 2 by the deadlines in the action plan and shall notify DWS in writing within 5 calendar days of completing all the tasks. 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.
4. Following completion of all tasks specified in the action plan, Water Supplier shall demonstrate that HAA5 and TTHM concentrations do not exceed the MCL specified in OAR 333-061-0030(2)(b) for at least four consecutive calendar quarters.
5. Water Supplier shall publish a public notice within 30 days of signing this Agreement that informs customers that drinking water at the Water System exceeds the MCL for HAA5 and TTHM. 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).
6. Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 5 every three months that includes any changes or additional information regarding HAA5 or TTHM in the drinking water at the Water System. Water Supplier must comply with this action until DWS notifies it that its drinking water is below the MCL for these contaminants, 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 11 day of September, 2019.

  
Mike Persons  
President  
Skyview Acres Water Company

Dated this 23 day of September, 2019.

  
David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Joel Ferguson, Clackamas County Environmental Health  
David Jacob, Skyview Acres Water Company  
James Nusrala, Oregon Health Authority, Drinking Water Services