



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

In the Matter of

Interlachen Water People's Utility  
District Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Interlachen Water People's Utility District agree to the following:

1. Interlachen Water People's Utility 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 # OR4100902 and serving residences along and near NE Interlachen Lane in Fairview, Oregon. The Water System is a community water system serving approximately 350 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 a sample reported by Water Supplier exceeded the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for di(2-ethylhexyl) phthalate. Water with di(2-ethylhexyl) phthalate above the MCL represents a potential public health hazard.

Some people who drink water containing di(2-ethylhexyl) phthalate well in excess of the MCL over many years may have problems with their liver or experience reproductive difficulties, 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 demonstrate compliance with the MCL for di(2-ethylhexyl) phthalate in 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 demonstrating compliance with 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 di(2-ethylhexyl) phthalate is 0.006 mg/L. OAR 333-061-0030(2)(a).
3. A sample collected on September 15, 2022 and reported to DWS on October 11, 2022 indicated di(2-ethylhexyl) phthalate was present at a concentration of 0.089 mg/L. This result caused the running annual average for di(2-ethylhexyl) phthalate to exceed the MCL in violation of OAR 333-061-0030(2)(a).
4. A confirmation sample collected on October 13, 2022 at the Water System indicated no presence of di(2-ethylhexyl) phthalate in the sample. Additionally, samples collected at the Water System on October 8, 2019 and May 30, 2023 indicated no presence of di(2-ethylhexyl) phthalate in the respective samples.
5. It is presumed the presence of di(2-ethylhexyl) phthalate in the sample collected on September 15, 2022 is due to an error laboratory analysis or a distinct event, such as the application of epoxy near the sample location, or repair of Water System infrastructure, just prior to sample collection.
6. Water Supplier has acknowledged the situation and notified water users according to OAR 333-061-0042.

### CORRECTIVE ACTIONS

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

1. Water Supplier shall collect water samples according to OAR 333-061-0036(3)(a)(E) every calendar quarter and submit testing results to DWS according to OAR 333-061-0040(1).
  - The first sample collected according to this agreement shall be collected in the third calendar quarter of 2023.
  - Water Supplier shall have complied with this agreement when samples are reported for four consecutive calendar quarters, and all samples include concentrations of di(2-ethylhexyl) phthalate below the MCL. The sample collected at the Water System on May 30, 2023 may be considered the first of these four quarterly samples.

### 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.

Date June 26, 2023

[NAME]

  
President Robert Johnson  
Interlachen Water People's Utility District

Date 7/10/2023



A handwritten signature in black ink, appearing to read "Samina".

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Samina Panwhar, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Carrie Gentry, Oregon Health Authority, Drinking Water Services  
Jenifer George, Multnomah County Environmental Health