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

In the Matter of

Troller's Cove Water Association
Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Troller's Cove Water Association agree to the following:

1. Troller's Cove 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 Troller's Cove public water system (hereinafter "Water System"), identified by public water system ID # OR4105108 and serving homes along East Steelhead Drive and East Steelhead Place in Tidewater, Oregon. The Water System is a community water system serving approximately 30 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 treatment facilities at the Water System are not sufficient to prevent the presence of surface water pathogens in drinking water delivered by the water system. Water from a surface

water source delivered 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 absence of effective 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 is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. The Water System is supplied by two surface water creeks and the current treatment process at the system consists of disinfection by sodium hypochlorite.
3. 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.
4. The condition and maintenance of water treatment facilities at the Water System indicate facilities at the Water System are not free from public health hazards. Water Supplier is not in compliance with OAR 333-061-0025.
5. 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*.

6. 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).
7. Water Supplier applied for a grant to fund the completion of a feasibility study on September 13, 2019. Water Supplier also submitted a compliance plan to DWS that identifies actions Water supplier will take to resolve the non-compliance at the Water System.

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit a revised action plan to DWS no later than December 31, 2019 identifying how it will provide surface water treatment at the Water System that meets all the applicable requirements in OAR 333-061-0032 or how it will develop an alternate source of drinking water for the Water System that meets all the applicable regulatory requirements for that water source. The action plan shall:
 - Identify reasonable deadlines or time frames for completing identified tasks Water Supplier intends to perform to ensure continuous distribution of safe drinking water at the Water System. At a minimum, the action plan shall include deadlines or time frames for the following tasks:
 1. Begin design;
 2. Complete design;
 3. Submit complete, engineered construction plans and specifications to DWS for review and approval;
 4. Begin construction; and
 5. Begin system start-up.
2. Water Supplier shall perform and complete all tasks in the action plan described in Corrective Action No. 1 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.

3. Water Supplier shall continue to publish a public notice that informs customers that drinking water delivered throughout the Water System does not meet treatment requirements and that water may contain surface water pathogens. The notice must meet the requirements in OAR 333-061-0042.
 - o 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).
4. Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 3 every three months that includes any changes or additional information regarding the operation of surface water treatment at the Water System. Water Supplier must comply with this action until DWS notifies it that it operates continuous surface water treatment at the Water System, 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

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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 7TH day of NOVEMBER, 2019.



Jim Sehl
President
Troller's Cove Water Association

Dated this 7TH day of NOVEMBER, 2019.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Daniel Hough, Oregon Health Authority, Drinking Water Services