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

In the Matter of

Taylor's Grove Water Association
Public Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Taylor's Grove 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 Taylor's Grove public water system (hereinafter "Water System"), identified by public water system ID # OR4105782 and serving homes along Rowena Avenue SE and Patton Loop SE in Lyons, 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 provided by the water system exceeds the maximum contaminant level (MCL) as specified in OAR

333-061-0030 for *E. coli* bacteria. Water with *E. coli* above the MCL represents a potential public health hazard.

E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Human pathogens in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a greater health risk for infants, young children, the elderly, and people with severely compromised immune systems. 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. OAR 333-061-0030(4) specifies, in part, that the MCL for *E. coli* applies to all public water systems and is exceeded or violated when an *E. coli*-positive repeat sample follows a total coliform-positive routine sample, or a total coliform-positive repeat sample follows an *E. coli*-positive routine sample.
3. Coliform monitoring reported for the Water System indicates that on December 23, 2020, an *E. coli*-positive repeat sample was reported following an *E. coli*-positive routine sample reported on December 21, 2020. This exceeds the MCL for *E. coli* and constitutes a violation of OAR 333-061-0030(4).
4. *E. coli* bacteria were also present in samples collected at the Water System in September 2019 and May 2020.
5. Total coliform bacteria were frequently present in samples collected at the Water System.

6. Facilities at the Water System were disinfected to address the *E. coli* contamination in December 2020, but Water Supplier stated that samples collected in January 2021 continue to indicate the presence of total coliform and *E. coli* bacteria.
7. Water Supplier reported plans to replace the existing groundwater well as the source of drinking water for 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 either replace the existing groundwater well with an alternative water source approved by DWS or install a system for maintaining a disinfectant residual throughout the Water System.
 - The new water source or treatment system shall be placed into service no later than June 30, 2021.
 - Water Supplier shall notify DWS in writing within 5 calendar days of completing this corrective action. Any construction or installation that was performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.
2. Water Supplier shall satisfy the terms of this Agreement after it has completed action as prescribed in Corrective Action No. 1 and after coliform bacteria are absent in monitoring conducted according to OAR 333-061-0036(6) for two consecutive months.
3. If monitoring indicates the continued presence of total coliform or *E. coli* bacteria at the Water System after the completion of Corrective Action No. 1, DWS may require Water Supplier to take further corrective action.

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 3 day of March, 2021.



Dale Murray
President
Taylor's Grove Water Association

Dated this 19th day of March, 2021.

A handwritten signature in black ink, appearing to read "David Emme". The signature is fluid and cursive, with the first name "David" and last name "Emme" clearly distinguishable.

David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Greg DeBlase, Marion County Environmental Health
Chantal Wikstrom, Oregon Health Authority, Drinking Water Services
Kamala Voth, Taylor's Grove Water Association