

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

Abiqua School Foundation / Abiqua
School Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and the Abiqua School Foundation agree to the following:

1. The Abiqua School Foundation is a 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. Abiqua School Foundation (hereinafter “Water Supplier”) owns and operates the public water system (hereinafter “Water System”) serving Abiqua School, identified by public water system ID # OR4193768 and located at 6974 Bates Road S in Salem, Oregon. The Water System is a non-transient non-community water system serving approximately 150 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 supplier did not maintain water quality parameters at or above the minimum values for optimal corrosion control treatment as designated by DWS, in February, September and October 2021. Water treated with optimal corrosion control but where minimum water quality parameter values are not met represents a potential public health hazard.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the failure to properly operate water treatment 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 returning the water system to compliance with the applicable requirements. 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 of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0034(3)(1) requires, in part, water suppliers to operate and maintain corrosion control treatment such that water quality parameters are maintained at or above minimum values designated by DWS at water systems where optimal corrosion control treatment is installed. Water Suppliers are out of compliance with this rule if water quality parameters are below minimum values designated by DWS on more than nine days during any six-month compliance period.
3. Measurements reported for the Water System demonstrated that water quality parameters were below the designated minimums for 10 days in February 2021 and for 10 days cumulatively during September and October 2021.
4. Water Supplier is not in compliance with OAR 333-061-0034(3)(1).
5. Measurements reported for the Water System indicate that water quality parameters were at or above the designated minimums every day in November and December 2021 and during the entirety of the 2022 calendar year, as of the date of this Agreement.
6. Water Supplier is projected to return to compliance with OAR 333-061-0034(3)(1) in July 2022, after reporting water quality parameters for the six-month compliance period ending on June 30, 2022.

CORRECTIVE ACTIONS

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

1. Water Supplier shall report corrosion control water quality parameter measurements for the Water System, collected during the month of June 2022. Measurements shall be conducted according to OAR 333-061-0036(10)(f) and reported no later than July 10, 2022 according to OAR 333-061-0040(1)(h),

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 23rd day of June, 2022.



Lily Driskill, President
Abiqua School Foundation

Dated this 23rd day of June, 2022.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Greg DeBlase, Marion County Environmental Health
Chantal Wikstrom, Oregon Health Authority, Drinking Water Services