



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

In the Matter of

Cove Community Partnership Public
Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Cove Community Partnership agree to the following:

1. Cove Community Partnership (hereinafter “Water Supplier”) 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. Water Supplier owns and operates the public water system (hereinafter “Water System”), identified by public water system ID # OR4194026 and serving 16 buildings and premises located at and near 3006 Greensprings Drive in Klamath Falls, Oregon. The Water System is a transient non-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 Supplier did not install treatment for maintaining a disinfectant residual according to OAR 333-061-0032(6)(g) after multiple coliform investigations were triggered. Water Supplier is

therefore not operating the Water System in compliance with the Oregon Administrative Rules.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to facilitate corrective action at the Water System to eliminate the presence of coliform bacteria in drinking water provided by the 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 treatment installation. 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. OAR 333-061-0032(6)(g) requires, in part, water suppliers to install treatment for disinfectant residual maintenance when three or more coliform investigations as described in OAR 333-061-0078 are triggered within a twelve-month period. Treatment must be installed within six months unless an alternate schedule is approved.
3. The presence of coliform bacteria in drinking water at the Water System triggered a third coliform investigation on October 5, 2021, and as of June 24, 2022, the required water treatment was not installed nor was an alternate schedule approved.
4. Water Supplier is not in compliance with OAR 333-061-0032(6)(g).
5. OAR 333-061-0036(6)(b) requires, in part, water suppliers to monitor for coliform bacteria at least once every month at non-community public water systems. Additionally, OAR 333-061-0040(1)(b)(A) requires water suppliers to report monitoring required by OAR 333-061-0036 to DWS within 10 days of the end of the required monitoring period. Water Supplier has not reported coliform monitoring for the Water System since reporting a sample collected on December 29, 2022. Additionally, Water Supplier only reported routine monitoring for coliform bacteria for the months of January, May and December 2022.
6. Water Supplier is not in compliance with OAR 333-061-0036(6).

7. Water Supplier reported the discovery of water distribution piping with holes or leaks and asserts the belief repairing this problem will likely reduced or eliminate the presence of coliform bacteria in drinking water samples.

CORRECTIVE ACTIONS

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

1. Water Supplier shall publish a public notice no later than no later than 30 days after this agreement is signed and executed, that informs customers that Water supplier failed to meet the deadline for treatment installation due to the presence of total coliform bacteria. 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).
2. Water Supplier shall monitor for coliform bacteria at the Water System, according to all the applicable provisions of OAR 333-061-0036(6).
 - Routine monitoring for coliform bacteria shall be begin immediately and continue until after Water Supplier notifies DWS plumbing repairs and pipe replacement was completed according to Compliance Action No. 3.
 - Routine monitoring shall be conducted at least once every month according to the provisions of OAR 333-061-0036(6)(b)(C); and repeat and source water monitoring for coliform bacteria shall be conducted according to the applicable provisions of OAR 333-061-0036(6).
 - All monitoring must be reported to DWS within 10 days of the end of the month according to OAR 333-061-0040(1)(b)(A).
3. Water Supplier shall repair or replace plumbing and water distribution piping at the Water System no later than six months after this agreement is signed and executed.
 - Water Supplier shall notify DWS in writing within 10 days of completing plumbing repairs and pipe replacement according to this compliance action.

4. If the presence of coliform bacteria trigger a coliform investigation according to OAR 333-061-0078(2) within six months after Water Supplier completes plumbing repairs and pipe replacement according to Compliance Action No. 1, Water Supplier shall complete construction and installation of the treatment for disinfectant residual maintenance within three months of when the coliform investigation was triggered.
 - Construction must be completed in accordance with plans conditionally approved by DWS.
 - Construction of all improvements or modifications at the Water System must also meet the applicable construction standards specified in OAR 333-061-0050.
 - It will be a violation of this Agreement if Water Supplier fails to monitor for coliform bacteria according to this compliance action, and Water Supplier shall complete construction and installation of the treatment for disinfectant residual maintenance within three months after failing to report the results of monitoring for coliform bacteria for any period of two consecutive months.
5. Water Supplier shall have satisfied the terms of this agreement after the completion of repair or replace of plumbing and water distribution piping, or the installation of treatment for disinfectant residual maintenance, followed by six consecutive months of monitoring for coliform bacteria without the presence of bacteria in water 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 1 May 2023

**Eric
Anderson**

Digitally signed by Eric Anderson
DN: cn=Eric Anderson, o=Copper
Mountain Services LLC, ou,
email=andersonkfor@hotmail.com,
c=US
Date: 2023.05.01 10:16:03 -07'00'

Eric Anderson
President
Cove Community Partnership

Date 5/1/2023

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

Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Russ Kazmierczak, Oregon Health Authority, Drinking Water Services
Lance Lindow, Klamath County Public Health