

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

Caleb Lillie / Sleepy Hollow Mobile &
RV, LLC Public Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Caleb Lillie, you are 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 Sleepy Hollow RV Park public water system (hereinafter “Water System”), identified by public water system ID # OR4194283 and located at 19316 Highway 42 in Myrtle Point, 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 turbidity. Water with turbidity exceeding above the MCL represents a potential public health hazard. Water Supplier also failed to report monitoring for radionuclides, and synthetic and volatile organic chemicals.

Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea and associated headaches (OAR 333-061-0097(4)(d)). OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the occurrence of turbidity exceeding the MCL in drinking water provided by the Water System and the failure to report monitoring. 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 purchased the Water System and the property where the Water System is located on July 30, 2018.
2. As of July 30, 2018, Water Supplier was and is required to meet all of the responsibilities for water suppliers described in OAR 333-061-0025.
3. As of February 4, 2022, the Water System was reclassified as a community public water system based on the population served and the number of connections according to OAR 333-061-0020(25).
4. As of April 14, 2022, Water Supplier applied for Sustainable Infrastructure Planning (SIPP) funding for circuit rider assistance to complete a feasibility study; with the objective to identify necessary improvements to bring the system into compliance and explore utilizing a groundwater source.
5. OAR 333-061-0030(3)(b)(D) specifies, in part, that the MCL for turbidity at water systems where cartridge filtration technology is used, measured at a point representing filtered water prior to any storage, must be 1 NTU or less in 95 percent of the measurements each month. Turbidity measurements reported for the Water System for the months of April and May 2021 indicate turbidity was not 1 NTU or less in 95% of the measurements both months. This constitutes non-compliance with OAR 333-061-0030(3)(b).

6. OAR 333-061-0036(3)(a) requires, in part, water suppliers to monitor for synthetic organic chemicals at least once every calendar quarter at community public water systems. Water Supplier has not reported synthetic organic chemical monitoring since the Water System was re-classified as a community water system in February 2022. Water Supplier is not in compliance with OAR 333-061-0036(3)(a).
7. OAR 333-061-0036(3)(b) requires, in part, water suppliers to monitor for volatile organic chemicals at least once every calendar quarter at community public water systems. Water Supplier has not reported volatile organic chemical monitoring since the Water System was re-classified as a community water system in February 2022. Water Supplier is not in compliance with OAR 333-061-0036(3)(b).
8. OAR 333-061-0036(7)(a) requires, in part, water suppliers to monitor for radionuclides at least once every calendar quarter at community public water systems. Water Supplier has not reported radionuclide monitoring since the Water System was re-classified as a community water system in February 2022. Water Supplier is not in compliance with OAR 333-061-0036(7).

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit an action plan to DWS no later than August 15, 2022 identifying how it will ensure compliance with the MCL for turbidity and how it will ensure drinking water meets all the applicable treatment requirements specified in OAR 333-061-0032. The action plan shall:
 - Identify all tasks Water Supplier intends to perform to ensure drinking water produced by the Water System has concentrations below the MCL for turbidity and meets all the applicable treatment requirements specified in OAR 333-061-0032, and shall set reasonable deadlines for completing all the identified tasks.
2. Water supplier shall collect one round of chemical monitoring at the Water System within the 2022 calendar year and as specified in this corrective action. All sample results shall be reported to DWS no later than January 10, 2023 according to OAR 333-061-0040(1). Lead and copper samples shall be collected before September 30, 2022. Monitoring shall be conducted at locations according to each applicable rule as follows:

- i. Arsenic monitoring shall be conducted according to OAR 333-061-0036(2)(a).
 - ii. Inorganic chemical monitoring shall be conducted according to OAR 333-061-0036(2)(a).
 - iii. Nitrite monitoring shall be conducted according to OAR 333-061-0036(2)(d).
 - iv. Synthetic organic chemical monitoring shall be conducted according to OAR 333-061-0036(3)(a).
 - v. Volatile organic chemical monitoring shall be conducted according to OAR 333-061-0036(3)(b).
 - vi. Disinfection byproduct monitoring shall be conducted according to OAR 333-061-0036(4).
 - vii. Radionuclide monitoring shall be conducted according to OAR 333-061-0036(7).
 - viii. Lead and copper monitoring shall be conducted according to OAR 333-061-0036(10).
3. Corrective Action No. 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.
 - Complete construction or installation plans that meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System must be approved by DWS prior to any construction or installation taking place.
4. Water Supplier shall publish a public notice, if applicable, every three months that informs customers that turbidity exceeded the MCL at the Water System and that drinking water at the Water System does not meet the requirements for surface water treatment according to OAR 333-061-0032. 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).

- Water Supplier must comply with this action until DWS notifies the Water System that water is reliably below the MCL for turbidity, 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 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 7/26/22

Caleb Lillie

Caleb Lillie
Owner
Sleepy Hollow Mobile & RV, LLC

Date August 1, 2022

Kari Salis

Kari Salis, PE
Interim Section Manager
Drinking Water Services
Oregon Health Authority

cc: Kent Downs, Oregon Health Authority, Drinking Water Services