



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

In the Matter of

TES Oregon, LLC / Eastgate Business
Center Public Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. TES Oregon, LLC 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 public water system (hereinafter “Water System”), identified by public water system ID # OR4194865 and serving the Eastgate Business Center at 33900 Eastgate Circle in Corvallis, Oregon. The Water System is a non-transient non-community water system serving approximately 200 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.
3. DWS 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 January through March 2022 and again in July through October 2022. 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 optimal corrosion control 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 purchased the Water System and the property where the Water System is located on March 18, 2022.
2. As of March 19, 2022, Water Supplier was and is required to meet all of the responsibilities for water suppliers described in OAR 333-061-0025.
3. 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.
4. Optimal corrosion control treatment was installed at the Water System and approved by DWS in March 2001. Prior to the installation of this treatment both lead and copper exceeded the respective action levels identified in OAR 333-061-0030(1).
5. Measurements reported for the Water System demonstrated that water quality parameters were below the designated minimums for 65 days cumulatively between January and March 2022, and for 23 days cumulatively between July and October 4, 2022.
6. Water Supplier is not in compliance with OAR 333-061-0034(3)(1).
7. Measurements reported for the Water System demonstrated that water quality parameters were at or above the designated minimum values since October 5, 2022.

8. Neither lead nor copper exceeded the action level specified in OAR 333-061-0030(1) during this period.

CORRECTIVE ACTIONS

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

1. Water Supplier shall measure water quality parameters every month according to OAR 333-061-0036(10)(f) and report the results to DWS according to OAR 333-061-0040(1)(h),
2. Water Supplier shall have satisfied the terms of this agreement when measurements demonstrate water quality parameters were maintained at or above minimum values designated by DWS according to OAR 333-061-0034(3)(1) for the six-month period from January through June 2023.

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

Eastgate Business Benter

Page 4

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 2/24/2023

DocuSigned by:


Tammy Strome

Tammy Strome

Manager

TES Oregon, LLC

Date 2/27/23



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Zach Golik, Oregon Health Authority, Drinking Water Services
Derrick Koppuzha, Linn County Environmental Health Program