

Jefferson County (PDW)  
Paradise Valley Subdivision  
6036257

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES

Matt Blunt, Governor • Doyle Childers, Director

www.dnr.mo.gov

August 30, 2005

CERTIFIED MAIL #7002 0860 0004 9836 5606  
RETURN RECEIPT REQUESTED

Paradise Valley Homeowners Assn.  
P.O. Box 775  
High Ridge, MO 63049

Dear Trustees:

The Paradise Valley Subdivision public water system exceeded the microbiological maximum contaminant level for the months of May and September 2004, and May and June 2005. The microbiological maximum contaminant level is exceeded when five percent or more of the samples collected for the month tests positive for coliform bacteria. As a result of these four violations, the Paradise Valley water system has been identified as a Significant Non-Complier (SNC) due to these violations of the federal and state Safe Drinking Water Act.

It is the responsibility of the Missouri Department of Natural Resources to take action to bring this public water system back into compliance with the provisions of the Safe Drinking Water Act. This letter is to inform you that your water system is in violation of public drinking water law and may face civil penalties for these violations.

At this time, we would prefer to pursue a course of action on your part that would bring your water system back into compliance with laws and regulations concerning public drinking water. Enclosed you will find a Bilateral Compliance Agreement (BCA). This agreement contains a series of events and actions to be accomplished over a 12-month period that will address and correct the original violations and prevent their recurrence. Two copies of the Agreement are enclosed; one copy for you to sign and return, the second is for your records. Members of our regional public drinking water staff would be happy to explain or discuss the contents of this agreement at greater length with you.

The department requires water systems with multiple microbiological maximum contaminant level violations to install disinfection to help keep the water system free of bacteria in the future. Construction, design, and operational deficiencies also must be addressed and corrected to reduce potential sources of contamination or system failure.

This year the water system survived the drought only by very strict restrictions on irrigation. When the remaining lots are sold and new homes built there will be an additional 20 percent to 30 percent demand on the water system. This office attempted to negotiate an agreement between the Lochmor Development Company and the homeowners, that if fulfilled, would have addressed this deficiency. Unfortunately neither side has completed their portion of that agreement.

It has also been discovered that water production by one or both wells appears to be reduced when the booster pump is operating. This may be due to an increased head pressure against the operating well, reducing the production rate. This effect was not previously discovered since this is the first year the booster pump has operated on a consistent basis.

Upon successful completion of the terms of the enclosed Bilateral Compliance Agreement, your facility will be considered once again in compliance with the Missouri Safe Drinking Water law and regulations, and will be removed from the list of significant non-compliant facilities. This office will agree not to refer your facility for enforcement action for the violations cited above, providing there are no future violations of the Safe Drinking Water Law or Public Drinking Water Regulations.

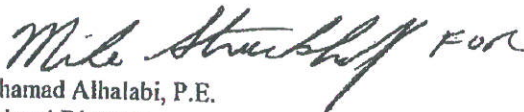
Please bear in mind that, once you enter into this agreement, failure to comply with the terms of the agreement will require us to escalate this to a higher level of enforcement action. Should your facility have a violation during the compliance period of the BCA or fail to complete a provision or action specified within the agreement, this office will be required to refer this case to the Drinking Water Program for appropriate legal action.

Please respond to this letter and/or negotiate a mutually acceptable agreement by September 29, 2005. Failure to do so will be interpreted to mean that you have rejected this offer to work toward a resolution of your compliance problem. It is the practice of this agency to obtain compliance through conference, conciliation, and persuasion. However, if reasonable approaches fail, enforcement action is required. We trust enforcement action will not be necessary.

This office is available and willing to meet with you to discuss the matter in person.

Sincerely,

ST. LOUIS REGIONAL OFFICE

  
Mohamad Alhalabi, P.E.  
Regional Director

MA/DD/jh

Enclosure

c: Drinking Water Program-Enforcement Section  
Jefferson County Building Commission  
Jefferson County Health Dept.  
Mr. Don Glassner  
Mr. David Atchison  
Mr. Doug Draiper  
Ms. Kate Mercurio  
Mr. R. Mayer  
Mr. Brian Allen



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
DRINKING WATER PROGRAM  
STATEMENT OF FACTS AND COMPLIANCE SCHEDULE

Paradise Valley Subdivision  
Jefferson County, Missouri  
PWS ID #6036257

The Missouri Department of Natural Resources (hereinafter referred to as "MDNR") and the Paradise Valley Subdivision public water system (hereinafter referred to as "the Supply") agree to the following statement of facts and agree to the following compliance schedule to correct violations of the Missouri Safe Drinking Water Act and the Missouri Public Drinking Water Regulations.

**STATEMENT OF FACTS:**

- (1) The entity in responsible charge of the water system is the Paradise Valley Homeowners Association; Dick Mayer, Doug Draiper Development Trustees; David Atchison, President; Kate Mercurio, Secretary; Don Glassner, Chairman.
- (2) The Supply has hired Mr. Brian Allen to be the chief operator for the water system through a contract arrangement to comply with the requirements of 10 CSR 60-14.010(4).
- (3) The Supply regularly serves piped water for human consumption to an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year and is therefore a public water system as defined in Public Drinking Water Regulation 10 CSR 60-2.015(2)(P)5.
- (4) The Supply has violated the Missouri Public Drinking Water Law and Regulations as follows:

The Supply exceeded the microbiological maximum contaminant level for the months of May and September 2004 and May and June 2005. These were violations of Missouri Public Drinking Water Law RSMo 640.120.2 and Public Drinking Water Regulation 10 CSR 60-4.020(7)(A).

The Supply failed to submit sufficient samples for the month of October 2004. One routine sample was submitted, but five (5) routines were required after a total coliform positive sample the previous month. This is a violation of the Missouri Public Drinking Water Law RSMo 640.120.2 & 640.125.1 and Missouri Public Drinking Water Regulation 10 CSR 60-4.020(1)(C).
- (5) The Supply failed to complete the requirements for Public Notification for the Maximum Contaminant Level (MCL) violations occurring in month of September 2004 and the minor monitoring violation in the month of October 2004. This is a violation of the Missouri Public Drinking Water Law RSMo 640.125.2 and Missouri Public Drinking Water Regulation 10 CSR 60-8.010(1) and 10 CSR 60-8.010(2).
- (6) The Supply did complete the Public Notice requirements for the May 2004 and May 2005 Maximum Contaminant Level (MCL) violations as required by Missouri Public Drinking Water Law RSMo 640.125.2 and Missouri Public Drinking Water Regulation 10 CSR 60-8.010(1).

**COMPLIANCE SCHEDULE:**

**A. Specific Provisions:**

- 1) By September 26, 2005, the Supply will distribute the enclosed public notice for the September 2004, October 2004 and June 2005 violations or provide the MDNR with certification that these public notices had been distributed as required, along with copies of the notices that were distributed.
- 2) Within 60 days of signing, the Supply will contract with a water tower inspection company to have a sanitary inspection of the water tower serving the subdivision.
- 3) Within 90 days of signing, the Supply will submit a report on necessary improvements to the water system and an application for a construction permit for a flow proportioned disinfection system to the Drinking Water Branch. The engineering plans and specifications must be submitted by a Missouri registered engineer. A construction permit must be issued prior to the installation of the equipment. The engineering report should cover, but not be limited to:
  - a) relocating the water line between Well-1 and water tower to provide the required 30-minutes of contact time in the tower.
  - b) modification of the booster pump control so it is controlled by water main pressure and not the height of water in the standpipe, and provide a normal operating pressure of between 40-psi to 60-psi in the mains at the highest elevations in the subdivision.
  - c) modification of the booster pump station to meet current Design Guide Standards. This should include, but not limited to: at least two (2) pumps, each capable of meeting the maximum day demand with the largest pump out of service.
  - d) provision for 30-minutes of chlorine contact time prior to the water entering the distribution mains from Well-2.
  - e) an improved well house for well #2, that will provide for the chlorination equipment and access for maintenance of the equipment by the operator.
  - f) the water production rates for both wells, with the booster pump on and off to determine if there is reduced pumping rate at the higher line pressure and if so any corrective measures needed.
- 4) Within 90 days of receipt of the construction permit the disinfection system is to be installed.
- 5) Within 30 days of the installation of the disinfection system, the Supply will provide MDNR with certification of substantial completion from the engineer certifying the construction was installed as specified and approved in the construction permit.
- 6) Within 120 days of signing the Supply will submit an application for a construction permit for an additional well or wells or other sources of supply for Paradise Valley.
  - a) Within 120 days of receipt of the construction permit the well(s) or sources of supply are to be installed.
  - b) Within 30 days of the completion of the construction the Supply will provide MDNR with a letter from the engineer certifying that the construction was installed as permitted.



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- 7) All new construction and modification/improvements of the water system stipulated in this Agreement must have the approval of the certified chief operator prior to submission to MDNR for review.
- 8) Within 240 days of signing, the Supply will have installed water meters and begin billing each customer according the water used rather than a flat rate.
- 9) The Supply is to contact the Environmental Assistance Office and request a User Rate Analysis to assist the Supply in determining a suitable billing rate for water sold to the residents.
- 10) The Supply will keep records of water purchased verses water produced and determine lost water on a monthly basis.
- 11) The Supply will: develop a cross connection control ordinance for the water system requiring the appropriate backflow prevention devices as specified by 10 CSR60-1.010, and implement a cross connection control program to verify backflow prevention devices are installed and tested annually.
- 12) The Supply will develop and implement covenants, restrictions or ordinances regarding water use within the system. At a minimum these regulations must address items such as:
  - a) an irrigation plan for the residents, dividing the system into zones and even/odd watering days, and time of day limits;
  - b) a regulation or ordinance covering water use restrictions that contains several steps or levels depending on the severity of the situation,
  - c) penalties for disregarding the use restriction that includes disconnection of service.
- 13) The Supply will maintain an adequate chlorine residual as specified in Missouri Public Drinking Water Regulation 10 CSR 60-4.055(3). The free chlorine residual entering the water system must be at least 0.5 mg/L (milligrams per liter) or greater, and a total chlorine residual at the far ends of the distribution system cannot be less than 0.2 mg/L. It is recommended that the water system maintain a free chlorine residual of at least 1.0 mg/L or greater to assure the total chlorine residual would not drop to 0.2 mg/L.
- 14) The Supply will conduct daily chlorine residual tests using an approved chlorine colorimeter, and will record these results. The Supply shall provide MDNR with a copy of the results on a monthly basis. These reports shall be due by the tenth (10th) of the following month.
- 15) The Supply will have analyzed two (2) microbiological samples per month at a laboratory certified for microbiological analyses. Samples are to be submitted on alternate weeks, for example, the first and third week of each month. Upon successful completion of the Agreement, the sample requirement will be returned to one (1) sample per month.
- 16) The Supply will have analyzed the appropriate repeat samples and/or replacement samples at a laboratory certified for microbiological analyses. Such samples are to be collected within 24 hours of notification of the necessity of such samples, except when advised differently by MDNR.

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- 17) In the event the Supply fails to comply with a maximum contaminant level or fails to perform required monitoring or comply with a testing procedure, the Supply will provide public notice as required according to the Public Drinking Water Regulation 10 CSR 60-8.010.
- 18) The Parties agree and acknowledge that the Supply must sample without violation for 12 consecutive months, from the date of signing until the last day of the month in which the 12 month anniversary of that signature occurs to fulfill the terms of this compliance agreement. Any sampling and reporting or maximum contaminant level violations during the compliance period will require the Drinking Water Program to take appropriate legal action.
- 19) The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates and lessees, including the officers, agents, servants, corporations, successors and any persons acting under, through, or for the parties agreeing hereto.

### B. General Provisions:

- (1) This compliance schedule shall begin on the date of signature by the person in responsible charge indicating acceptance of the agreement and shall expire on the last day of the month in which the 12 month anniversary of that signature shall occur. This period shall be referred to as the compliance period.
- (2) Failure to comply with the terms of this agreement shall result in heightened enforcement action by MDNR. This may include legal prosecution seeking orders for immediate repair/relief, imposition of fines and/or penalties as prescribed by 192.320 RSMo, and the extension of the term of the compliance period for each microbiological sampling violation as appropriate.
- (3) The Supply shall make public notification for any and all past violations of the Public Drinking Water Regulations using the required language for the particular violation(s) as prescribed in 10 CSR 60-8 et sequence. The Supply shall provide the St. Louis Regional Office with certificates of completed, signed certification, and copies of the public notice as it was posted and distributed.
- (4) The responsible entity in charge of the public water system shall provide written notice to the appropriate Regional Office of MDNR within one week of completion of each term of this agreement as stipulated below.
- (5) The responsible entity in charge of the public water system shall adequately maintain and operate the public water system to prevent future violation of the Missouri Safe Drinking Water Act and the Drinking Water Rules and Regulations.
- (6) In the event that the terms of this agreement are not met according to the specified time frames and 14 days prior to referral of this matter to higher enforcement, the appropriate Regional Office of MDNR will provide the public water system with the opportunity to meet and discuss the failure to satisfy terms. If appropriate, that regional office may modify or extend the time frame necessary to meet the term(s).



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- (7) At the expiration of the compliance period, providing the terms of this agreement have been successfully completed, the appropriate Regional Office of MDNR shall issue a letter of notification to the Supply indicating that the system has satisfied said terms, that said system has been returned to compliance status and that the compliance period is formally at an end. Until receipt of such letter, the Supply should not assume that the compliance period has ended.
- (8) The certified chief operator for the water system, whether hired, designated or appointed by the Supply, is to have overall control and responsibility for the day-to-day process control and system integrity decisions that will directly impact the quality and quantity of the drinking water. Process control changes and modifications, and all extensions, connections and modifications to the water system are to be made only with the knowledge, approval and under the direction of the chief operator. At the end of the compliance period covered by this agreement, the Supply shall continue to maintain the services of a certified chief operator as prescribed in 10 CSR 60-14.010. Failure to fulfill this term may result in immediate legal prosecution.
- (9) At the end of the compliance period covered by this agreement, the Supply will continue to monitor for microbiological, chemical and radiological contaminants as prescribed in 10 CSR 60, Drinking Water Regulations, and shall perform all operational control monitoring as prescribed in those regulations. Failure to fulfill this term may result in immediate legal prosecution.

Department Of Natural Resources

Paradise Valley Subdivision



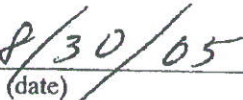
Mohamad Alhalabi, P.E.  
Regional Director  
St. Louis Regional Office

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(signature)

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(printed/typed)

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(title)

\_\_\_\_\_  
(date)

  
(date)

(SIGN AND RETURN THIS COPY)