

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF

City of Bellevue
115 E Pine Street
Bellevue, ID 83313

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**AMENDED COMPLIANCE
AGREEMENT SCHEDULE**
Idaho Code § 39-116A

FINDINGS AND CONCLUSIONS

1. Pursuant to the Idaho Environmental Protection and Health Act (EPHA), Idaho Code §§ 39-108 and 39-116A, the Department of Environmental Quality (Department) enters into this Amended Compliance Agreement Schedule (ACAS) with City of Bellevue.
2. City of Bellevue owns and operates a community public drinking water system (System) in Bellevue, Blaine County, Idaho, ID5070004. City of Bellevue will be referred to as “Bellevue.”
3. Bellevue serves approximately one thousand and ninety-six (1,096) service connections and approximately two thousand seven hundred and forty-seven (2,747) year-round residents. Bellevue operates the System at 115 E Pine Street, hereinafter referred to as the “Facility Property.”
4. On February 4, 2022, Bellevue entered into a compliance agreement schedule (CAS) with the Department to address violations of IDAPA 58.01.08.303, specifically the failure to address significant deficiencies identified during the Department’s July 14, 2021, sanitary survey.
 - a. Since the execution of the 2022 CAS, Bellevue made progress toward achieving compliance as follows:
 - On or before August 30, 2021, Bellevue installed a vent at the Springs 1, 2 & 3 treatment plant.
 - On or before September 29, 2022, Bellevue erected a fence with locking gate to restrict access to and prevent vandalism of the storage tank.
 - Bellevue conducted Microscopic Particulate analyses (MPA) of the spring system as required. MPA scores indicate that the spring system is not Groundwater Under the Direct Influence of Surface Water (GWUDI) at this time.
 - Bellevue submitted a Facility Plan and received Department approval on December 22, 2023.

- b. Unresolved significant deficiencies, as identified in the 2021 sanitary survey are as follows:
- #6: "The area within 100 feet of the diversion box is not protected from contamination, and surface water is not diverted from this area (IDAPA 58.01.08.514.05)."
 - #9: "The Junction boxes for box Springs #1-3 and Upper and Lower Springs are not protected from contamination and do not have suitable watertight roofs which exclude birds, animals, insects, and excessive dust (IDAPA 58.01.08.514.02.b, 544.03, and 544.09)."
 - #9: "The Upper and Lower Springs weir boxes are not protected from contamination and do not have a suitable watertight roof and sidewalls which excludes birds, animals, insects, and excessive dust and does not have a roof that facilitates drainage (IDAPA 58.01.08.514.02.b, 544.03, and 544.09). Weir boxes had gaps between bolt- on flat lids and the surface of the weir box. Additionally, the concrete structure is crumbling."
 - #9: "The diversion box is not protected from contamination and does not have a suitable watertight roof which excludes birds, animals, insects, and excessive dust and does not have a roof that facilitates drainage (IDAPA 58.01.08.514.02.b, 544.03, and 544.09). Diversion box area is at the same grade as the surrounding land, lacks a water-tight and sloped roof."
 - #11: "An overflow for Springs 1, 2 & 3 spring box does not discharge to daylight in a way that will preclude the possibility of backflow to the spring box reservoir and is not provided with an expanded metal screen installed within the pipe to exclude rodents and deter vandalism (IDAPA 58.01.08.514.02.b and 544.06). The mesh screen was damaged at the time of inspection. Verify operation/presence flapper valve to prevent surface water from entering the overflow piping."
 - #11: "Diversion box overflow does not discharge to daylight in a way that will preclude the possibility of backflow to the spring box reservoir (IDAPA 58.01.08.514.02.b and 544.06). Verify operation/presence of flapper valve to prevent surface water from entering the overflow piping."
 - #15: "Fencing, locks on access manholes, and other necessary precautions have not been provided for Springs 1, 2 & 3 spring box to prevent trespassing, vandalism, and sabotage (IDAPA 58.01.08.514.02.b and 544.04). The city does not own land, and a long-term agreement could not be located. Landowner allows the local guide to bring tourists to fish at the pond."
 - #15: "Fencing, locks on access manholes, and other necessary precautions have not been provided for weir boxes to prevent trespassing, vandalism, and sabotage (IDAPA 58.01.08.514.02.b and 544.04). Weir boxes are on located private property. A long- term agreement could not be located. They do not have locking covers."
 - #17: "The access covers for Upper and Lower Springs weir boxes do not have solid, watertight covers to prevent the entrance of contaminants, and the cover

does not have a locking device (IDAPA 58.01.08.514.02.b and 544.07.c). Access into the weir boxes is not adequately sealed to prevent contamination. Additionally, access covers are not locked.". This accounts for two separate corrections. One for each facility listed.

- #17: "The access for the diversion box does not have a solid, watertight cover to prevent the entrance of contaminants. (IDAPA 58.01.08.514.02.b and 544.07.c). Access to the diversion box only has an internal metal lip which does not prevent debris from entering the system."
 - #18: "The area surrounding the diversion box is not graded in a manner that will prevent surface water from standing within 50 feet of it (IDAPA 58.01.08.514.02.b and 544.14). Diversion box area is at high risk for contamination during and after a flood."
 - #19: "Springs 1, 2 & 3 collection box and Upper & Lower springs weir boxes are not properly vented (IDAPA 58.01.08.544.08.d)". This accounts for three separate corrections. One for each facility listed. NOTE: This significant deficiency does not require corrective actions until or unless Bellevue elects to modify this portion of the System, as described in Paragraph 8.e.iii. below.
5. On December 12, 2023, the Department held a compliance conference with representatives of Bellevue. Bellevue responded to each alleged violation and presented actions taken or proposed to achieve compliance.
 6. The Department evaluated the factors in Idaho Code § 39-116A(4) and finds that an ACAS is an appropriate mechanism to return Bellevue to compliance with IDAPA 58.01.08 and will be protective of human health and the environment considering the resources of Bellevue to achieve compliance.
 7. To resolve this matter without litigation or further controversy, Bellevue agrees to the provisions of this ACAS.

AGREEMENT SCHEDULE

8. To protect the health of its customers and return to compliance with applicable state and federal laws, Bellevue hereby agrees to perform the following actions in the time periods set forth to demonstrate compliance with IDAPA 58.01.08:
 - a. Public Notification. No later than July 1, 2024, and annually thereafter as part of the annual Consumer Confidence Reporting (CCR) requirement as specified in IDAPA 58.01.08.151, incorporating 40 CFR 141 Subpart O, by reference, Bellevue will inform the public served by the System of any significant deficiency that has not been corrected by the time the annual CCR is distributed. Bellevue will continue to

inform the public annually until the Department determines the significant deficiencies are corrected. Bellevue continues to be subject to any other applicable notification requirements specified in IDAPA 58.01.08.

- b. Assessment Source Water Monitoring. To ensure the current chlorination practice is not masking a potential health risk related to coliform or E. coli bacteria from the source, Bellevue began conducting Assessment Source Water Monitoring from the following two locations: 1) at the collection boxes for the sources identified as "Springs 1, 2, and 3" and 2) at the collection (known as the Diversion box) box for the sources identified as "Upper and Lower Springs" during the month of October 2021, in accordance with the Ground Water Rule, IDAPA 58.01.08.323, which incorporates 40 CFR 141.402(b) by reference. Assessment Source Water Monitoring includes at least twelve (12) groundwater source samples from each location described above, and that represents each month the System provides groundwater to the public from these sources unless specified otherwise by the Department. This monitoring will continue until the Department notifies Bellevue in writing to discontinue monitoring. This is in addition to the monitoring for all required parameters and schedules established by the Department. Current and complete monitoring schedules are available from the Twin Falls Regional Office or can be accessed online at: <http://www2.deq.idaho.gov/water/monitoringschedulereport>.
- c. Groundwater Under Direct Influence of Surface Water (GWUDI). For purposes of this ACAS, a GWUDI analysis will be required if Bellevue chooses to modify the spring source(s) or construct a new spring collection area, as detailed in the Department-approved Facility Plan. Typically, the GWUDI evaluation includes conducting Microscopic Particulate Analysis (MPA) of the source.
 - i. As soon as is practical after modification of the existing spring source(s) or construction of a new spring source, but no later than the spring of 2025 during the month of seasonal peak flows. Bellevue will submit to the Department the results of two Microscopic Particulate Analyses conducted to determine if the source or sources are at risk for influence by surface water no later than 30 days after receiving the results. The Microscopic Particulate Analyses do not need to be conducted by an engineer but will be conducted in accordance with the Department's Procedure for Determining Ground Water Under the Direct Influence of Surface Water.
 - ii. Bellevue will contact the Department and coordinate the timing and execution of the MPAs to ensure the MPAs are conducted at a time in which the springs are most vulnerable to surface water influence. The second MPA will be conducted no later than two weeks after the first MPA.

- iii. The Department will review the results and determine if additional MPAs or other relevant information within the guidance described in Paragraph 8.c.i will be required to adequately assess the risk and degree of surface water influence. The Department will provide written notice to Bellevue regarding the results of the determination.
- d. System Contamination. If the results of the Assessment Source Water Monitoring as described in Paragraph 8.b. conclude that a source or sources are subject to bacteriological contamination, or the MPA conducted in accordance with Paragraph 8.c. conclude the source or sources to be GWUDI, then no later than thirty (30) days after notification of this determination, Bellevue agrees to schedule and attend a conference with the Department to discuss interim protective measures and additional requirements to comply with the Ground Water Rule, 40 CFR Part 141, Subpart S, as adopted by reference in IDAPA 58.01.08.323, the Operating Criteria for Public Water Systems, IDAPA 58.01.08.552, and/or the Surface Water Treatment Rules, 40 CFR Part 141, Subparts H, T and W, and adopted by reference in IDAPA 58.01.08 Sections 300, 310 and 311.
- e. Significant Deficiencies. Bellevue will demonstrate compliance with corrective actions for the significant deficiencies identified in Paragraph 4 above as follows:
 - i. Actions necessary to correct the significant deficiencies identified in Paragraph 4.b. above to prevent trespassing, vandalism, and sabotage of the spring system appurtenances (IDAPA 58.01.08.514.02.b, and 544.04), including procuring legal ownership, long-term lease, easements or rights of way, will be completed no later than March 31, 2024.
 - ii. Actions necessary to correct the remaining significant deficiencies identified in Paragraph 4 above will follow the project implementation schedule detailed in Paragraph 8.f. below in accordance with IDAPA 58.01.08.502 and .503.
 - iii. The following significant deficiency will not require corrective actions at this time:
Groundwater Source:
 - #19: "Springs 1, 2 & 3 collection box and Upper & Lower springs weir boxes are not properly vented {IDAPA 58.01.08.544.08.d}." This accounts for three separate corrections. One for each facility listed. Should Bellevue elect to modify this portion of the System, Bellevue will ensure those modifications are completed in accordance with IDAPA 58.01.08.
- f. Project Implementation. The Department-approved Facility Plan, noted in Paragraph 4.a. is hereby incorporated by reference into this ACAS and will be enforceable as provided by law. The project implementation schedule as detailed in the approved Facility Plan will be updated as follows:

City of Bellevue Public Drinking Water System, PWS# ID5070004
Amended Compliance Agreement Schedule

- i. Bellevue will hold bond election to by no later than May 31, 2024.
 - ii. Bellevue will Submit Preliminary Engineering Report (PER) in accordance with IDAPA 58.01.08.503 no later than September 30, 2024.
 - iii. In accordance with IDAPA 58.01.08.504.03, prior to construction, if not already included in the PER submittal, Bellevue will submit Plans and Specifications no later than December 31, 2024.
 - iv. Bellevue will advertise to solicit project bids by no later than March 31, 2025.
 - v. Bellevue and/or an authorized representative will schedule and attend a pre-construction meeting with the Department, no later than April 30, 2025.
 - vi. Bellevue will begin construction by no later than May 31, 2025. Construction will be completed as detailed in the Department-approved P&S.
 - vii. Bellevue will complete construction by no later than December 31, 2026.
 - viii. Bellevue will submit an Operations and Maintenance Manual to the Department in accordance with IDAPA 58.01.08.501.12, either before or with Record Plans and Specifications as detailed in Paragraph 8.f.ix. below.
 - ix. Within thirty (30) days of completion of project construction, Bellevue will ensure the submittal of Record Plans and Specifications to the Department in accordance with Idaho Code § 39-118 and IDAPA 58.01.08.504.09.
9. All terms and conditions set forth in this ACAS will be completed no later than March 31, 2027.

Table 1. ACAS Requirements and Deadlines

Requirement	Paragraph	Deadline
Public Notification/CCR	8.a.	No later than July 1 annually and as required
Assessment Source Water Monitoring	8.b.	Continuing monthly for no less than twelve months
Complete GWUDI evaluation (As Deemed Necessary)	8.c.	As soon as practical after modification/construction of spring source(s)

Schedule and Attend Meeting w/Department (As Deemed Necessary)	8.d.	30 days after GWUDI determination
Procure land access	8.e	March 31, 2024
Hold bond election	8.f.i.	May 31, 2024
Submit Preliminary Engineering Report (PER)	8.f.ii.	September 30, 2024
Submit Plans and Specifications if not already included in PER	8.f.iii.	December 31, 2024
Solicit bids for construction	8.f.iv.	March 31, 2025
Schedule and Attend a Conference with Department (as Deemed Necessary)	8.f.v.	April 30, 2025
Begin construction.	8.f.vi.	May 31, 2025
Complete construction.	8.f.vii.	December 31, 2026
Submit Operation and Maintenance manual.	8.f.viii.	Within 30 days of completing construction.
Submit Record Plans and Specifications.	8.f.ix.	Within 30 days of completing construction.
Project completion	9.	March 31, 2027

INSPECTIONS

10. Pursuant to Idaho Code § 39-108 and this ACAS, the Department may conduct inspections and/or site visits that the Department determines necessary to verify compliance with all applicable requirements in this ACAS.

CORRESPONDENCE

11. All correspondence sent by Bellevue to the Department regarding this ACAS must be addressed to:

Raphael Erickson, Regional Engineering Manager
Idaho Department of Environmental Quality
650 Addison Ave. W, Suite 110
Twin Falls, ID 83301
Raphael.Erickson@deq.idaho.gov

12. All correspondence sent by the Department to Bellevue regarding this ACAS should be addressed to:

The Honorable Chris Johnson, Mayor
City of Bellevue
P. O. Box 825
Bellevue, ID 83313

DOCUMENT SUBMITTALS

13. Unless a different process is specified herein or in rule or statute, the following document submittal and review process (Submittal Review Process) will be followed regarding document submittals required of this ACAS. This process must be followed until the Department approves the document or the document review time frame expires, whichever comes first.
- A. After receipt of a submittal from Bellevue, the Department will 1) notify Bellevue in writing that the document is approved or 2) notify Bellevue in writing of any deficiencies in the document. If the Department notifies Bellevue of deficiencies in the document, Bellevue must submit a revised document to resolve those deficiencies within thirty (30) calendar days of receipt of the Department's notice.
 - B. The Submittal Review Process may be repeated until the Department notifies Bellevue the document is approved. However, the submittal must receive the Department's approval within one hundred eighty (180) calendar days from the due date for the first submittal of the document, unless the Department provides Bellevue with a written extension of the one hundred eighty (180) calendar day time frame. The failure of Bellevue to obtain the Department approval of a submittal within such time frames will constitute a violation of this ACAS.
 - C. If the date on which a submittal or other communication is due falls on a Saturday, Sunday, or federal holiday, the submission deadline is the next business day.
 - D. Each document approved by the Department under the Submittal Review Process, or otherwise submitted and approved pursuant to this ACAS, is incorporated into and enforceable as a part of this ACAS.
 - E. All submittals required of Bellevue pursuant to this ACAS must be submitted to the Department in electronic format.

STANDARD PROVISIONS

14. This ACAS does not relieve Bellevue from its obligation to comply with any of the provisions of EPH or other applicable local, state, or federal laws and regulations.
15. This ACAS binds Bellevue and its successors and assignees to this ACAS, until the terms of the ACAS are met to the Department's satisfaction, and the Department terminates it in writing.
16. If Bellevue fails to comply with the terms of this ACAS, the Department may seek and obtain, in any appropriate district court, specific performance of the ACAS and other relief as authorized in the EPHA.
17. If any event occurs that causes or may cause delay in the achievement of any requirement of this ACAS, Bellevue must notify the Department in writing within ten (10) calendar days of the date Bellevue knew, or should have known, of the delay.
 - A. Any notice under this paragraph will describe in detail the date of the event that causes or may cause the delay, the event that causes the delay, the anticipated length of the delay, all anticipated consequences of the delay, measures taken by Bellevue to prevent or minimize the delay, and a timetable by which those measures will be implemented.
 - B. Bellevue will use all reasonable measures to avoid or minimize any such delay. If the Department determines that the delay or anticipated delay in achieving any requirements of this ACAS has been or will be caused by circumstances beyond the reasonable control of Bellevue, the Department may grant an extension for a period equal to the length of the delay.
 - C. The burden of proving that any delay is caused by circumstances beyond the reasonable control of Bellevue rests wholly with Bellevue.
18. If Bellevue wishes to seek an extension of any deadline contained in this ACAS, it must make a written request to the Department. The written extension request must explain the reasoning for the request and state the length of extension requested. Any extension provided by the Department will be in writing, in response to the request.
19. If Bellevue violates the terms of this ACAS, the Department will provide written notice to Bellevue describing the violation. No later than ten (10) calendar days after receiving the notification, Bellevue must reply to the Department in writing to explain the violation and provide a date in which the violation will be cured, to the Department's satisfaction.

20. A waiver or decision by the Department to not enforce any provision, term, condition, or requirement of this ACAS does not constitute a waiver of any other provision, term, condition, or requirement.
21. Each person signing this ACAS certifies they have the authority to sign for the party represented and to bind that party to its terms.
22. In case any provision or authority of this ACAS or the application of this ACAS to any party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the ACAS will remain in force and will not be affected.
23. If Bellevue sells, offers for sale, or otherwise transfers ownership of the Facility Property (or any portion thereof) before termination of this ACAS and termination thereof, Bellevue must notify any prospective purchaser of the terms and conditions of this ACAS and the current status of completion of the requirements of this ACAS. Bellevue must also provide notice to the Department of the offer for sale and identify new owners at least ten (10) calendar days before closing any sale or transfer of the Facility Property or any portion thereof.
24. Sale or transfer of the Facility Property or any portion thereof by Bellevue does not relieve Bellevue of its obligation to complete the terms and conditions of this ACAS unless appropriate arrangements are made with the purchaser or receiver of the Facility Property for assignment of the obligations of this ACAS and the Department consents in writing to the assignment of the obligations of this ACAS to the new owner.
25. This ACAS sets forth the entire agreement related to the subject matter of this ACAS and may not be modified without written consent of all parties.
26. This ACAS does not affect the right of the Department or the State of Idaho to pursue appropriate relief for any other violation of law, including civil penalties, injunctive or other equitable relief, or criminal sanctions.
27. Bellevue agrees that this ACAS will be admissible as evidence in any proceeding to enforce this ACAS.
28. Pursuant to Idaho Code § 39-116A, the Department and the Bellevue may meet annually to reassess the necessity and appropriateness of this ACAS. Bellevue will contact the Department to schedule a meeting.
29. If this ACAS is signed and agreed to with an electronic signature by either party, the electronic signature will have the same legal and evidentiary effect as a handwritten signature.

EFFECTIVE DATE AND TERMINATION

30. The effective date of this ACAS is the date of the signature by the Department Director.

31. If the Department determines that all ACAS requirements have been met, the Department may terminate the ACAS. Bellevue may request that the ACAS be terminated. The Department will issue a written notice of termination.

DATED THIS 11 day of March, 2024



The Honorable Chris Johnson
Mayor, Authorized Representative of City of Bellevue

DATED THIS 13th day of March, 2024



JESS BYRNE
Director, Idaho Department of Environmental Quality