

APR 21 2017

CENTER FOR DRINKING WATER
QUALITY

DEPARTMENT OF HEALTH
CENTER FOR DRINKING WATER QUALITY

vs.

PROVIDENCE WATER SUPPLY BOARD

BILATERAL COMPLIANCE AGREEMENT

WHEREAS, the Department of Health (RIDOH) has responsibility for safe drinking water and regulatory authority over public water systems in the state of Rhode Island; and

WHEREAS, the City of Providence public drinking water system (Providence Water) supplies water to people in the state of Rhode Island; and

WHEREAS, RIDOH drinking water regulations in accordance with USEPA standards require water testing for lead contamination; and

WHEREAS, Providence Water samples taken in accordance with RIDOH regulations *and* EPA standards have demonstrated a lead level which exceeds the established action level and triggers a lead service line replacement program whereby seven percent (7%) of the service lines, as determined in 2005, must be replaced annually; and

WHEREAS, Providence Water was up to date through calendar year 2011 on its 7% service line replacements; and

WHEREAS, concerns have been raised about the effectiveness of partial lead service line replacement in reducing lead exposure through water and the abatement of lead contained in water supplied by Providence Water; and

WHEREAS, potentially more effective ways to reduce lead exposure through water and the abatement of lead contained in water supplied by Providence Water have been tentatively identified, including optimized treatment, a system-wide unidirectional flushing program, and an extensive infrastructure program consisting of cleaning, lining, and main replacement of the estimated 50 to 55% of the distribution system that is composed of unlined cast iron pipe; and

WHEREAS, RIDOH has a lead abatement program designed to address the issue of lead reaching the citizenry of Rhode Island;


NOW, THEREFORE, RIDOH and Providence Water agree to the following:


1. RIDOH will grant Providence Water a stay during the 2017 season on its 7% service line replacement requirement. In lieu of lead service line replacement, Providence Water shall continue/initiate the following activities.
2. Providence Water will continue consultation with its expert advisory panel to evaluate corrosion control treatment in the Providence Water's water system, including consideration of simultaneous compliance issues. Costs of convening the panel, such as travel and hotel accommodations, shall be borne by the Providence Water Supply Board. The panel shall continue to be composed of representatives from academia, and water supply professionals; its composition shall not change except with the approval of RIDOH.
3. Providence Water shall continue optimization of corrosion control with the approved partial system orthophosphate treatment pilot project.
4. Providence Water shall initiate and/or continue measures to address the condition of Providence Water distribution system, which is believed to be contributing to the presence of lead in the water. These measures shall include but not be limited to
 - A system-wide unidirectional flushing program (UDF). An updated schedule and implementation plan for UDF shall be submitted to RIDOH for approval no later than June 1, 2017. The UDF plan will be aggressive in approach and shall include at least 90 miles per year.
 - ProvWater shall comply with the terms of the approved Infrastructure Replacement Plan regarding main rehabilitation and replacement, which is understood to mean unlined cast iron mains, for the State fiscal years 2017, 2018, and 2019, in the amounts of \$15,800,000 (FY2017), \$17,000,000 (FY2018), and \$17,000,000 (FY2019).
5. Until such time as corrosion control has been deemed optimized, RIDOH shall be provided an annual update on all activity related corrosion control, to be delivered by the end of February each year. The annual report for 2016 shall be submitted by May 1st, 2017.
6. Until such time as corrosion control has been deemed optimized, Providence Water shall remain on standard monitoring, as specified in the Rules and Regulations Pertaining to Public Drinking Water [R46-13-DWQ] (Regulations), Section 6.86 (a) through (d), and Water Quality Parameter monitoring as specified in Section 6.87(a) through (c). Providence Water shall also continue to meet the requirements regarding public education as specified in the Regulations, Section 6.85, and reporting requirements as specified in Section 6.90.
7. Prior to commencing scheduled or emergency system repairs or water main infrastructure replacement work which requires partial or full service line replacements during 2017, Providence Water shall comply with the provisions of Section 6.84(d), regarding notification and education. Also, Providence Water shall provide NSF/ANSI-certified point-of-use water pitcher treatment units and one replaceable filter to affected residents who may experience short-term elevated lead levels in drinking water as a result of a partial lead service line replacement.
8. Outside of the lead service line replacements which shall take place under system repairs, Providence Water shall use best efforts to solicit and conduct additional full lead line

replacements. Providence Water shall prioritize such best efforts in areas with the greatest numbers of vulnerable populations including day care centers and schools. For these full line replacements, Providence Water shall follow the requirements provided in Item #7 above. A detailed plan to accomplish this task shall be submitted no later than September 1st, 2017.

9. By 31 May ~~2017~~^{2017 TE}, Providence Water will comply with the requirements of §6.85(b)(2)(ii, v, & vi).
10. Should Providence Water, after having been given reasonable notice of any alleged deficiencies, and a reasonable opportunity to cure any such deficiencies in performance relating to this agreement, fail to meet the requirements of items one (1) through six (9) above, an administrative fine calculated by RIDOH to exceed the economic benefit of non-compliance with this order shall be paid.
11. Should Providence Water feel that the requirements of this Bilateral Consent Agreement cannot be met within budget, time or managerial constraints, and that the terms need to be modified, Providence Water shall notify this office immediately, and request a meeting at which a detailed justification of the requested modification shall be presented, including a description of the efforts made to comply with the terms as written.
12. This Bilateral Consent Agreement shall be renegotiated and updated by March 31, 2018 to reflect changes to the Safe Drinking Water Act "Lead and Copper Rule" that may or may not be promulgated by the EPA, and any other changes in circumstances that may necessitate altering this Agreement.

This Bilateral Consent Agreement is satisfactory and accepted by both parties. The terms of this Agreement shall become effective upon signing by both parties.


Ricky Caruolo
Providence Water Supply Board
PWS#1592024
4/12/17
(Date)


June Swallow, P. E., Chief
R.I. Center for Drinking Water Quality
4/11/17
(Date)