

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

In the Matter of

Yamhill Encampment  
Corporation/Camp Yamhill Public  
Water System

BILATERAL COMPLIANCE AGREEMENT

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

1. Yamhill Encampment Corporation 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. Since approximately 1986, Water Supplier has owned and operated the Camp Yamhill public water system (hereinafter "Water System"), identified by public water system ID# OR4191964, at 19651 NW Old Railroad Grade Road in Yamhill, Oregon. The Water System is a transient non-community water system serving approximately 250 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 and determined that drinking water from a surface water source is not adequately disinfected.

Inadequately treated surface water represents a potential public health hazard and may contain disease causing organisms. These organisms include bacteria, viruses, and parasites which can cause symptoms such as nausea, cramps, diarrhea, and associated headaches. OAR 333-061-0097

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the inadequate disinfection of drinking water provided by 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 ensuring total treatment processes at the Water System achieve at least the required level of water treatment identified in OAR 333-061-0032. The corrective actions and respective deadlines are described in detail below.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0025(11) requires that water suppliers assure water treatment is in compliance with the requirements in OAR 333-061-0032.
3. OAR 333-061-0032(5)(a) requires, in part, that total treatment processes achieve at least 99.9 percent inactivation or removal of *Giardia lamblia* cysts and at least 99.99 percent inactivation or removal of viruses at water systems where a surface water source is utilized with filtration.
4. A tracer study is a measurement of contact time achieved in a disinfection process at minimum storage and peak flow volumes. Tracer studies are typically conducted to determine the effectiveness of a disinfection process to inactivate pathogens.
5. A tracer study conducted at the Water System on April 6, 2017 indicated disinfection contact time was insufficient to achieve the required level of inactivation. The Water System is therefore not in compliance with OAR 333-061-0032(5).

#### CORRECTIVE ACTIONS

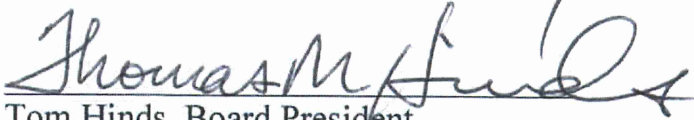
Water Supplier agrees to take the following corrective actions and meet the deadlines set out below:

- Corrective Action No. 1: Water Supplier shall complete construction of improvements to the disinfection treatment facilities at the Water System no later than August 31, 2018.
  - Water Supplier shall notify DWS when construction is complete. Notification shall be in writing and within 5 calendar days of completing construction.
  - 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.
- Corrective Action No. 2: Water Supplier shall ensure a tracer study is conducted within 30 days after construction is completed according to Corrective Action No. 1 and notify DWS when the tracer study is completed.
- Corrective Action No. 3: Water Supplier shall report surface water treatment data to DWS in the form of a monthly operating report. The monthly operating report shall be reported according to OAR 333-061-0040(1)(d) for the calendar month after construction is completed according to Corrective Action No. 1.
  - The monthly operating report must demonstrate effective surface water treatment is present at the Water System as prescribed by OAR 333-061-0032(4) and (5). If the monthly operating report indicates surface water treatment is not effective, DWS may require the Water Supplier to take further corrective action.
- Corrective Action No. 4: Water Supplier shall publish a public notice that informs customers that drinking water at the Water System is not adequately treated against disease causing organisms in surface water. The notice may include a statement that Water Supplier is working with DWS to correct the issue. The notice must otherwise meet all the requirements in OAR 333-061-0042.
  - Water Supplier shall send a copy of the notice to DWS within 10 calendar days of distributing the public notice to customers, along with a written statement that it has fully complied with the distribution and public notification requirements in OAR 333-061-0040(1)(i).

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.

Dated this 15<sup>th</sup> day of July, 2018.



Tom Hinds, Board President  
Yamhill Encampment Corporation

Dated this 17<sup>th</sup> day of July, 2018.



David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Evan Hofeld, Oregon Health Authority, Drinking Water Services  
Scott King, Camp Yamhill