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

In the Matter of

The Little River Christian Camp Public
Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Grove Christian Service Camp agree to the following:

1. Grove Christian Service Camp 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 operates the Little River Christian Camp public water system (hereinafter “Water System”), identified by public water system ID # OR4190476 and located at 351 Christian Camp Lane in Glide, Oregon. The Water System is a transient non-community water system serving approximately 30 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. DWS has determined that drinking water provided by the water system was not adequately disinfected throughout the month of September 2021. Water from a surface water source that is not adequately disinfected represents a potential public health hazard.

Inadequately treated water 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 inadequately disinfected drinking water provided by the Water System in September 2021. This Agreement establishes the corrective action(s) that Water Supplier must take and the deadlines for completing those actions with the purpose of ensuring effective treatment of drinking water at the Water System. 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 333-061-0032(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 of viruses at water systems where a surface water source is utilized with filtration.
3. The disinfectant concentration at the Water System during the month of September 2021 was insufficient to ensure the disinfection treatment at the Water System achieved the required level of viral inactivation. Water Supplier is therefore not in compliance with OAR 333-061-0032(5)(a).
4. OAR 333-061-0032(5)(b) requires, in part, that water suppliers ensure water entering the distribution system at water systems utilizing a surface water source have a residual disinfectant concentration of at least 0.2 mg/L.
5. Reports submitted to DWS indicate that the residual disinfectant concentration at the Water System were less than 0.2 mg/L every day drinking water was treated between September 1 and September 30, 2021. Water Supplier is not in compliance with OAR 333-061-0032(5)(b).
6. The Water System is operated, and delivers drinking water to the public, from June through September every summer and therefore any restoration of effective treatment

by Water Supplier cannot be demonstrated until the Water system is operated during the month of June 2022.

CORRECTIVE ACTIONS

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

1. Corrective Action No. 1: Water Supplier shall operate disinfection treatment at the Water System such that a residual disinfectant concentration of at least 0.2 mg/L is achieved in water entering the distribution system every day the Water System is operated during the 2022 seasonal period and for at least a full calendar month.
 - Water Supplier shall report a log of surface water treatment operations indicating treatment effectiveness according to OAR 333-061-0036(5)(b) and OAR 333-061-0040(1) no later than July 10, 2022.

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

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 21 day of April, 2022.

Joel Young; Executive Director
Joel Young
[TITLE]
Grove Christian Service Camp

Dated this 21st day of April, 2022.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Rebecca Templin, Oregon Health Authority, Drinking Water Services