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

In the Matter of

Jackson County Parks / Rogue Elk
Campground Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Jackson County Parks agree to the following:

1. Jackson County Parks 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 owns and operates the Rogue Elk Campground public water system (hereinafter "Water System"), identified by public water system ID # OR4190802 and located at 27766 Highway 62 in Trail, Oregon. The Water System is a transient non-community water system serving approximately 100 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 water provided by the water system exceeds the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for nitrate. Water with nitrate above the MCL represents a potential public health hazard.

Infants below the age of 6 months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue baby syndrome. OAR 333-061-0097.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the contamination of the 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 reducing the contamination in the drinking water below the MCL. The corrective actions and respective deadlines are described in detail below.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. The MCL for nitrate is 10 mg/L. OAR 333-061-0030(1).
3. Sample results for the Water System demonstrate that the water has been above the MCL for nitrate in violation of OAR 333-061-0030(1). On September 18, 2018, test results from a confirmation sample showed that the average concentration of nitrate in the water provided by the Water System was 19.1 mg/L of nitrate.
4. Water Supplier is not in compliance with OAR 333-061-0030(1).
5. Water Supplier intends to submit a corrective action plan to DWS and Jackson County Health & Human Services no later than December 24, 2018. The plan will identify how it will ensure compliance with the MCL for nitrate at the Water System.
6. DWS notified Water Supplier on July 11, 2011 that monitoring was required to determine surface water influence on the groundwater well supplying the Water System. The required monitoring was not conducted as of the date of this agreement.

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 determine surface water influence upon the well serving the Water System according to OAR 333-061-0032(7)(h) no later than May 31, 2019.
 - Two water samples must be collected during a period of high runoff or streamflow and separated by a period of at least four weeks.
 - Water Supplier shall report the results of sample analysis to DWS within 10 days of receiving the results from the laboratory that conducted the analysis.
- Corrective Action No. 2: Water Supplier shall submit construction plans to DWS for water treatment or other facilities at the Water System that will ensure compliance with the MCL for nitrate. The construction plans shall:
 - Be submitted within 90 days of reporting of sample results according to Corrective Action No. 1 and;
 - Meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System. Construction plans must be approved by DWS prior to any construction or installation taking place.
- Corrective Action No. 3: Water supplier shall complete construction or installation of water treatment facilities that will ensure compliance with the MCL for nitrate and according to the plans approved by DWS.
 - Construction and installation must be completed within 90 days of DWS granting conditional approval of the construction plans submitted according to Corrective Action No. 2. Water Supplier shall notify DWS in writing within 5 calendar days of completing construction or installation.
 - 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. 4: Water Supplier shall collect water samples according to OAR 333-061-0036(2)(c) and submit testing results to DWS within sixty (60) calendar days of notifying DWS that corrective action has been completed. The test results must show the drinking water produced by the Water System is not above the MCL in OAR 333-061-0030(1) for nitrate.

- Corrective Action No. 5: Water Supplier shall continue to publish a public notice to inform customers that drinking water at the Water System exceeds the MCL for nitrate. The notice must meet 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).
- Corrective Action No. 6: Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 4 every three months that includes any changes or additional information regarding nitrate in the drinking water at the Water System. Water Supplier must comply with this action until DWS notifies it that drinking water at the Water System is below the MCL for nitrate, and that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.

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 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 29 day of November, 2018.




Steve Lambert
Parks Program Manager
Jackson County Parks Department

Dated this 6th day of December, 2018.

Rogue Elk Campground

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David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Susan Baker, Jackson County Environmental Health
Russ Kazmierczak, Oregon Health Authority, Drinking Water Services