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

In the Matter of

The Oregon Youth Authority
Camp Florence Youth Transitional
Facility

BILATERAL COMPLIANCE AGREEMENT

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

1. The Oregon Youth Authority 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 public water system (hereinafter "Water System"), identified by public water system ID# OR4194710 serving the Camp Florence Youth Transitional Facility at 4859 S Jetty Road in Florence, Oregon. The Water System is a non-transient non-community water system serving approximately 45 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 action level (AL) specified in OAR 333-061-0030 for copper. Water with copper above the AL represents a potential public health hazard.

Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time could experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years could suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor. OAR 333-061-0043.

4. This Bilateral Compliance Agreement ("Agreement") is entered into between DWS and Water Supplier to address the contamination of the drinking water delivered by the Water System. This Agreement establishes the corrective actions 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 AL. 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. OAR 333-061-0025 requires water suppliers, in part, to take all reasonable actions to assure that water system facilities are free of public health hazards and to assure that water system operation and maintenance are performed as required by the Oregon administrative rules in chapter 333, division 61.
3. The AL for copper is 1.3 mg/L. OAR 333-061-0030(1).
4. On June 8, 2017 sample results showed that copper was greater than 1.3 mg/L in more than 10 percent of tap water samples collected at the Water System. Copper also exceeded the AL in samples collected on December 12, 2017, May 19, 2018, and April 2, 2019. These sample results reported for the Water System demonstrate that copper exceeded the AL as specified in OAR 333-061-0030(1).
5. Water Supplier is not in compliance with OAR 333-061-0030(1).
6. OAR 333-061-0034 requires, in part, water suppliers to install optimal corrosion control treatment when samples exceed the action level for copper. Corrosion control treatment must be installed at water systems within 30 months after the end of the monitoring period in which samples exceed the AL for lead or copper.

7. DWS allows water suppliers, upon approval, to replace plumbing and plumbing fixtures, thereby removing the sources of lead or copper from drinking water systems to comply with OAR 333-061-0034 in lieu of installing corrosion control treatment.
8. In 2017, Water Supplier recommended replacing plumbing fixtures at the Water System in lieu of installing corrosion control treatment. This recommendation was approved by DWS and a deadline of October 31, 2018 was set for completing the plumbing replacement program. Water Supplier was unable to meet the October 31, 2018 deadline for completing its plumbing replacement program; however, Water Supplier has replaced a few fixtures and plumbing components that resulted in a reduction of lead and copper at the Water System. The building occupants are not drinking or consuming water from the plumbing system, and therefore are not being exposed to copper or lead over the AL. The occupants of the building have been supplied drinking and cooking water for several years and will continue to receive bottled water until the more aggressive plumbing replacement project is complete.
9. Water Supplier notified DWS in an electronic mail message on April 22, 2019 that it was "in the final steps of design" for the project to replace plumbing and plumbing fixtures at the Water System. Water Supplier projects completing its plumbing replacement project by the end of November 2019. This date is predicated on a successful bid opening and contract execution by August 2019.

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 a plumbing replacement program (PRP) that includes sampling from all representative sample locations and replaces fixtures or plumbing at sites that exceeded the lead or copper action level. Resampling must verify the PRP was effective at all sites where replacements were performed.
 - Water Supplier shall submit verification to DWS in writing that the PRP was completed no later than June 30, 2020.
 - If PRP is not effective, DWS may require Water Supplier to take additional actions to ensure compliance, including the installation of corrosion control treatment.

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. If Water Supplier satisfies all the terms of this Agreement, DWS agrees to forgo any enforcement action or other legal remedies, including the assessment of civil penalties, related to samples exceeding the AL for copper at the Water System prior to the date Water Supplier completes the final corrective action specified herein.
3. 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.
4. This Agreement does not relieve Water Supplier of any responsibilities or liabilities established by any applicable federal, state, or local law or regulation.
5. 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.
6. 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.
7. 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.

- 8. 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 28th day of May, 2019.



Amber Forster
Chief Financial Officer/Designated Procurement Officer
Oregon Youth Authority



Paul Ehenger
Physical Plant Operations – Facility Manager
Oregon Youth Authority

Dated this 29th day of May, 2019.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Phebe Howe, Lane County Environmental Health
Jay MacPherson, Oregon Health Authority, Drinking Water Services