



Oregon

Theodore R. Kulongoski, Governor

Department of Human Services

Public Health Division

800 NE Oregon Street

Portland, OR 97232-2162

(971) 673-0405

(971) 673-0694 - FAX

(971) 673-0372 - TTY-Nonvoice

BEFORE THE STATE OF OREGON
DEPARTMENT OF HUMAN SERVICES
OFFICE OF ENVIRONMENTAL PUBLIC HEALTH

In the Matter of

Myrtle Tree RV Park, PWS
OR4195332

SETTLEMENT AGREEMENT

The Oregon Department of Human Services, Public Health Division, Office of Environmental Public Health, Drinking Water Program (Agency) issued a Notice of Intent to Impose Civil Penalty on April 22, 2009 assessing a \$500 civil penalty against Myrtle Tree RV Park for violations of the Oregon Drinking Water Quality Act (ORS 448.115 to ORS 448.285) and Oregon Administrative Rules. On May 1, 2009, Myrtle Tree RV Park requested a hearing as provided by the Administrative Procedures Act (Oregon Revised Statutes Chapter 183).

The Agency and Myrtle Tree RV Park agree to resolve the matter of the \$500 civil penalty by stipulating as follows:

- Agreement Article No. 1: Myrtle Tree RV Park will pay a civil penalty of \$25 at the time this agreement is signed.



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- Agreement Article No. 2: Myrtle Tree RV Park will issue public notice for failure to provide adequate treatment of surface water and for exceeding the microbiological MCL for total coliform. The public notice will include the adverse health effects language specified in OAR 333-061-0097(4)(b) and (5)(c), and will be posted in a conspicuous location within the area served by the water system. The notice will also be delivered by hand to each customer served by the water system (OAR 333-061-025 and OAR 333-061-0042(3)(b)(C)). A copy of the notice will be submitted to the Agency no later June 30, 2009.
- Agreement Article No. 3: Myrtle Tree RV Park will ripen the slow sand filter according to the manufacturer's specifications. The ripening process will be completed, and finished water turbidity will meet the standard of less than 1 NTU, no later than August 31, 2009.
- Agreement Article No. 4: Myrtle Tree RV Park will complete a tracer study to show that its disinfection process is meeting water treatment requirements. The tracer study will be completed no later than September 30, 2009.
- Agreement Article No. 5: Myrtle Tree RV Park waives all rights to a contested case hearing or any judicial review.
- Agreement Article No. 6: Myrtle Tree RV Park agrees to pay the remaining civil penalty of \$475 should it fail to meet any of the agreement articles specified herein. Payment of the civil penalty shall be due and payable within 10 days of a Notice of Violation of Settlement Agreement being issued.

GENERAL PROVISIONS

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 333-061-0050 to 333-061-0295, which remain in full force and effect.

This Agreement does not relieve the Myrtle Tree RV Park of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.

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Dated this 30th day of June, 2009.

Klaas den Heyer

Klaas den Heyer

Owner, Myrtle Tree RV Park



Subscribed and sworn before me this 30th day of June, 2009

Cindy Lillie

Notary Public for Oregon

My commission expires 10/18/12

Dated this 4th day of AUGUST, 2009.

David Leland

David Leland

Program Manager

Oregon Department of Human Services, Drinking Water Program

cc: Rick Hallmark, Coos County Environmental Health Program
Karen Kelley, DHS-DWP
Jay MacPherson, DHS-DWP
Harold Rogers, USEPA

