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

In the Matter of

Three Rivers School District / Sunny
Wolf Charter School Public Water
System

BILATERAL COMPLIANCE AGREEMENT

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

1. Three Rivers School District 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 Sunny Wolf Charter School public water system (hereinafter “Water System”), identified by public water system ID # OR4191900 located at 100 Ruth Avenue in Wolf Creek, Oregon. The Water System is a non-transient non-community water system serving approximately 50 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 Supplier did not install treatment for maintaining a disinfectant residual after multiple coliform investigations were triggered according to OAR 333-061-0032(6)(g). Water Supplier

is therefore not operating the Water System in compliance with the Oregon Administrative Rules.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the installation of treatment to maintain a disinfectant residual in drinking water delivered 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 treatment installation. 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 of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0032(6)(g) requires, in part, water suppliers to install treatment for disinfectant residual maintenance when three or more coliform investigations as described in OAR 333-061-0078 are triggered within a twelve-month period. Treatment must be installed within six months unless an alternate schedule is approved. The presence of coliform bacteria in drinking water at the Water System triggered a third coliform investigation on June 14, 2021, and as of December 15, 2021, the required water treatment was not installed nor was an alternate schedule approved.
3. Two additional coliform investigations were triggered on November 4, 2021 and June 20, 2022 respectively.
4. Water Supplier is not in compliance with OAR 333-061-0032(6)(g).

CORRECTIVE ACTIONS

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

1. Water Supplier shall initiate the process to install treatment for disinfectant residual maintenance or an equivalent corrective action.

- Water Supplier shall submit to DWS complete construction plans for treatment to produce and maintain a disinfectant residual or its equivalent no later than August 31, 2022.
 - The construction plans must meet all the applicable requirements of OAR 333-061-0060 and have sufficient detail to completely and clearly illustrate what will be constructed.
2. Water Supplier must complete construction and installation of the treatment for disinfectant residual maintenance or its equivalent as specified in Compliance Action No. 1, within 60 days of conditional plan approval from DWS.
- Construction must be completed in accordance with plans approved by DWS.
 - Construction of all improvements or modifications at the Water System must also meet the applicable construction standards specified in OAR 333-061-0050.

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.

Date

6/28/22

Jody Hoffmann
Director

Sunny Wolf Charter School

A large, stylized handwritten signature in black ink, appearing to read "J Hoffmann", is written over a horizontal line. The signature is fluid and cursive, with the first letter of the last name being particularly large and prominent.

Date June 29, 2022



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Justin Fimbres, Josephine County Environmental Health
Zach Golik, Oregon Health Authority, Drinking Water Services
Dave Valenzuela, Three Rivers School District