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

In the Matter of

The U. S. Forest Service / Shadow Bay  
Campground Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and the U. S. Forest Service agree to the following:

1. The U.S. Forest Service 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 # OR4192815 serving the Shadow Bay Campground along Waldo Lake in the Willamette National Forest. The Water System is a transient non-community water system serving approximately 125 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 the water treatment facilities that supply drinking water for the Water System are not operated correctly to adequately remove or inactivate surface water pathogens. Water from a surface water

source delivered without effective treatment 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 ineffective operation of treatment facilities and the safety of the drinking water at 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 ensuring safe 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 owns the Water System and the property where the Water System is located.
2. Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
3. The Water System is supplied by water from Waldo Lake.
4. OAR 333-061-0032(1)(a) requires, in part, that at every water system using a surface water source, treatment be provided that reliably achieves at least 99.9 percent removal or inactivation of *Giardia lamblia* cysts, at least 99.99 percent removal or inactivation of viruses, and at water systems with filtration treatment, at least 99 percent removal of *Cryptosporidium*.
5. Treatment facilities at the Water System were not operated to ensure the required levels of protection against these pathogens during periods in the month of September 2018, after which the Water System was closed at the end of the 2018 operating season. Water Supplier is not in compliance with OAR 333-061-0032(1)(a).
6. OAR 333-061-0025 requires water suppliers to take all reasonable actions to assure that the water delivered to water users does not exceed maximum contaminant levels, that water system facilities are free of public health hazards and that water system operation and maintenance are performed as required by the rules.

7. Treatment facilities at the Water System were not operated to ensure disinfection processes were effective in September 2018. Additionally, operators at the water system did not record or calculate disinfection effectiveness correctly during other periods, making it appear as if disinfection was not effective during days in July and August 2018, calling into question the accuracy and reliability of Water Supplier's water quality reporting. Water Supplier is not in compliance with OAR 333-061-0025.

### 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 monitor water quality according to OAR 333-061-0036(5)(b) every day the Water System is operated during the 2019 operating season.
  - Water Supplier shall report monitoring to DWS according to OAR 333-061-0040, within 10 days of the end of every month the Water System is operated.
  - For this corrective action to be met, monitoring must demonstrate that surface water treatment at the Water System meets or achieves all the applicable requirements specified in OAR 333-061-0032 and OAR 333-061-0036 and that disinfection effectiveness is calculated correctly.

### 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



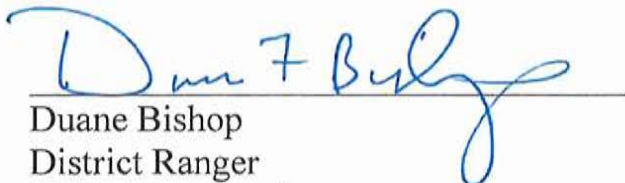
U. S. Forest Service Shadow Bay Campground

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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 17 day of June, 2019.

  
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Duane Bishop  
District Ranger  
U.S. Forest Service

Dated this 18<sup>th</sup> day of June, 2019.

  
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David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Jay MacPherson, Oregon Health Authority, Drinking Water Services