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BEFORE THE STATE OF OREGON  
OREGON HEALTH AUTHORITY

CENTER FOR HEALTH PROTECTION

In the Matter of

United States Forest Service / Wyeth  
Campground Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and the United States Department of Agriculture, Forest Service agree to the following:

1. The United States Department of Agriculture, 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 # OR4194014 serving the Wyeth Campground and located south of Exit 54 on U.S. Interstate 84, east of Cascade Locks, 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 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 facilitate 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 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 August 11, 2021, and as of January 17, 2022, the required water treatment was not installed nor was an alternate schedule approved.
3. Three additional coliform investigations were triggered on September 9, 2021, June 29, 2022 and July 14, 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 Evan Hofeld at [evan.e.hofeld@oha.oregon.gov](mailto:evan.e.hofeld@oha.oregon.gov), either construction plans for treatment to produce and maintain a disinfectant residual or an equivalent corrective action plan no later than February 28, 2023.
  - Water Supplier shall develop the construction plans or an equivalent corrective action plan to meet all applicable requirements of OAR 333-061-0060 and to contain sufficient detail to completely and clearly illustrate what will be constructed.
  - If DWS notifies Water Supplier that the construction plans do not meet all applicable requirements of OAR 333-061-0060 or contain sufficient detail to completely and clearly illustrate what will be constructed, Water Supplier shall have 60 days to submit revised plans.
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 six months of conditional plan approval from DWS.
  - Construction must be completed in accordance with plans conditionally 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

1. Within thirty (30) days of receipt of any corrective action plan or construction plan submitted by Water Supplier, DWS shall notify Water Supplier that the plans are either approved or require changes because they do not meet all applicable requirements of OAR 333-061-0060 and/or do not include sufficient detail to completely and clearly illustrate what will be constructed.

#### GENERAL PROVISIONS

1. Water Supplier satisfies the terms of this Agreement by completing the corrective actions listed above according to the deadlines specified herein. Upon completion of the corrective actions, this Agreement terminates.

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.
8. Water Supplier shall, in good faith, take all necessary steps to obtain sufficient funding to comply with the provisions of Sections 1 and 2 above. Any requirement imposed on Water Supplier for payment or obligation of funds in any amount or by any particular date established by the terms of this Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If sufficient appropriations are not available and cannot be obtained, Water Supplier will promptly inform DWS. In such case, DWS may amend this Agreement with the parties' consent.

9. The Manager of DWS may, for good cause shown, extend the compliance dates contained within this Agreement. In order to be eligible for this time extension, Water Supplier shall submit a written request to be received a minimum of 30 days in advance of the compliance date. The request must include sufficient detail to justify such an extension and at a minimum include the anticipated length of delay, the precise cause or causes of the delay, and all preventative measures taken to minimize the delay. Any such extension will be in writing.
10. Water Supplier shall be responsible for the failure to comply with any of the terms and conditions of this Agreement, unless compliance is made impossible by a force majeure event, including but not limited to earthquake, flood, other acts of God, war, strike, delay by third parties not under the control of Water Supplier, litigation that interferes with the operation of the treatment system, or such other unforeseeable circumstances beyond their control and not due to a lack of good faith or diligence on their part. The Water Supplier shall demonstrate that such circumstances are or were beyond their control and not due to a lack of good faith or diligence on their part. Water Supplier shall notify the Department orally within forty-eight (48) hours and in writing within three (3) business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Agreement. Such notices shall set forth:
  - (a) The reasons for the delay or non-compliance;
  - (b) The projected duration of any such delay or non-compliance;
  - (c) The measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - (d) The timetable by which such measures will be implemented and the date full compliance will be achieved.

If DWS agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Agreement that are affected by the force majeure event will be extended by DWS in writing for such time as is necessary to complete those obligations.

Date \_\_\_\_\_

\_\_\_\_\_  
Christy Cheyne  
Acting Forest Supervisor  
Columbia River Gorge National Scenic Area  
United States Forest Service

Date December 5, 2022



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Kari Salis, PE  
Interim Manager  
Drinking Water Services  
Oregon Health Authority

cc: Evan Hofeld, Oregon Health Authority, Drinking Water Services  
Edan Lira, United States Forest Service  
Ian Stromquist, Hood River County Health Department, Environmental Health