

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

In the Matter of

Cody and Nicole Nelson / Golf
MHP Public Water System

BILATERAL COMPLIANCE
AGREEMENT

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

1. Cody and Nicole Nelson, acting as Golf MHP, LLC, are 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 Golf MHP public water system (hereinafter “Water System”), identified by public water system ID# OR4100588 and located at 3375 SW 18th Avenue in Ontario, Oregon. The Water System is a community water system serving approximately 60 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.¹
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 maximum contaminant level (MCL) as specified in OAR 333-061-0030 for both arsenic and nitrate. Water with arsenic or nitrate above the MCL represents a potential public health hazard.

¹ This Bilateral Compliance Agreement relies on the definitions in ORS 448.115 and OAR 333-061-0020.

Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer. OAR 333-061-0043

Infants below the age of 6 months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue baby syndrome. 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 provided 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 reducing the contamination in the drinking water below the MCL. The corrective actions and respective deadlines are described in detail below.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier purchased the Water System and the property where the Water System is located on January 31, 2023.
2. As of January 31, 2023, Water Supplier was and is required to meet all of the responsibilities for water suppliers described in OAR 333-061-0025.
3. The MCL for nitrate is 10 mg/L. OAR 333-061-0030(1).
4. Sample results for the Water System demonstrate that the water has been above the MCL for nitrate in violation of OAR 333-061-0030(1). On September 10, 2024, test results showed the concentration of nitrate in the water provided by the Water System was 16.4 mg/L of nitrate. The concentration of nitrate also exceeded the MCL in samples collected every month from October 2024 through March 2025, inclusive. This demonstrates non-compliance with the MCL for nitrate and OAR 333-061-0030(1).
5. The MCL for arsenic is 0.010 mg/L. OAR 333-061-0030(1).
6. Sample results for the Water System demonstrate that the water has been above the MCL for arsenic in violation of OAR 333-061-0030(1). On September 10, 2024, test results showed that the concentration in the water provided by the Water System was 0.0245 mg/L. Water Supplier has not reported other sample results to the running

annual average (RAA) for arsenic in drinking water, and as of the date this agreement was signed, any sample result will return a RAA calculation exceeding the MCL. This demonstrates non-compliance with the MCL for arsenic and OAR 333-061-0030(1).

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit an action plan to DWS no later than 90 days after this agreement is executed, identifying how it will ensure compliance with the MCL for both arsenic and nitrate at the Water System. The action plan shall:
 - Identify all tasks Water Supplier intends to perform to ensure drinking water produced by the Water System has concentrations below the MCL for both arsenic and nitrate and set reasonable deadlines or timeframes for completing all the identified tasks.
 - Water Supplier shall update the action plan if applicable, to include new tasks or revise existing tasks or deadlines no later than 90 days after a feasibility study is completed for the Water System.
2. Water Supplier shall perform and complete all tasks in the action plan described in Corrective Action No. 1 by the deadlines in the action plan, and shall notify DWS in writing within 5 calendar days of completing all the tasks. For this corrective action to be met, any construction or installation that was performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.
3. Water Supplier shall collect water samples according to OAR 333-061-0036(2)(a) and (c) and submit testing results to DWS within sixty (60) calendar days of notifying DWS that all the tasks of the action plan have been completed that show the drinking water produced by the Water System is not above the MCL in OAR 333-061-0030(1) for each of the contaminants.
4. Water Supplier shall continue to publish a public notice every 90 days that informs customers that drinking water at the Water System exceeds the MCL for both arsenic and nitrate. The notice must meet the requirements in OAR 333-061-0042.

Golf MHP

- Within 10 calendar days of distributing the public notice to customers, Water Supplier shall send a copy of the notice to DWS along with a written statement that it has fully complied with the distribution and public notification requirements in OAR 333-061-0040(1)(i).
- Water Supplier shall include any changes or additional information regarding arsenic and nitrate in the drinking water at the Water System as appropriate. Water Supplier must comply with this action until DWS notifies it that its drinking water is below the MCL for both arsenic and nitrate, and that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.

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 June 21, 2025

Cody Nelson

Cody Nelson
Registered Agent
Golf MHP, LLC

Date 6/23/2025

Samina

Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Bill Goss, Oregon Health Authority, Drinking Water Services

