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

In the Matter of

Bea Brown and Scooby Properties, LLC
Pinewood Mobile Manor Public Water
System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS), Bea Brown and Lee Langan for Scooby Properties, LLC agree to the following:

1. Bea Brown and Scooby Properties, LLC jointly own and operate the Pinewood Mobile Manor public water system (hereinafter "Water System"), identified by public water system ID # OR4100872 at 4405 Highway 30W in The Dalles, Oregon. The Water System is a community water system serving approximately 130 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.
2. Bea Brown and Scooby Properties, LLC are therefore water suppliers (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.
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 nitrate. Water with nitrate above the MCL represents a potential public health hazard.

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 333-061-0097.

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 April 23, 2015.
2. As of April 23, 2015, Water Supplier was and is required to meet all 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 October 7, 2016, a test result showed that the concentration of nitrate was 10.2 mg/L. The concentration of nitrate exceeded the MCL in six out of eight samples, inclusive, collected during the calendar years 2016 and 2017 and the average concentration of nitrate in the water delivered by the Water System was 10.68 mg/L during this period of time.
5. Water Supplier is not in compliance with OAR 333-061-0030(1).
6. A groundwater well constructed at the Water System and identified by Well ID# L128006 produces water with concentrations of nitrate below the MCL, but this well is not approved for use at the Water System.

7. Water Supplier submitted construction plans for the groundwater well and DWS granted conditional approval of those plans on July 25, 2018 but the well has not been granted final approval because of land use and planning requirements.

CORRECTIVE ACTIONS

Water Suppliers agree to take the following corrective actions and meet the deadlines set out below:

- Corrective Action No. 1: Water Supplier shall submit written verification that an application was submitted for land use approval to deliver water from groundwater well L128006 to all water users served by the Water system.
 - Verification will be submitted to DWS within 60 days of the date this agreement is signed by Water Supplier.
- Corrective Action No. 2: Water Supplier shall complete construction or installation of groundwater well L128006 at the Water System according to the plans approved by DWS and so that the well supplies water to all water users served by the Water system.
 - Construction and installation of the well and any necessary modification of the water system shall be completed within six-months of applying for land use approval as specified in Corrective Action No. 1.
 - For this corrective action to be met, any construction or installation performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.
- Corrective Action No. 3: Water Supplier shall collect water samples according to OAR 333-061-0036(2)(c) and report testing results to DWS within sixty (60) calendar days of DWS granting final plan approval for the groundwater well.
 - Water samples must show the drinking water delivered by the Water System is not above the MCL in OAR 333-061-0030(1) for nitrate.
- Corrective Action No. 4: Water Supplier shall continue to publish a public notice to inform customers that drinking water at the Water System exceeds the MCL for nitrate. The notice must meet the requirements in OAR 333-061-0042.

- Water Supplier shall send a copy of the notice to DWS within 10 calendar days of distributing the public notice to customers, along with a written statement that it has fully complied with the distribution and public notification requirements in OAR 333-061-0040(1)(i).
- Corrective Action No. 5: Water Supplier shall provide public notice to customers in the same manner as is described in Correction Action No. 3 every three months that includes any changes or additional information regarding nitrate in the drinking water at the Water System. Water Supplier must comply with this action until DWS notifies it that drinking water at the Water System is below the MCL for nitrate, and that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.

DWS RESPONSIBILITIES

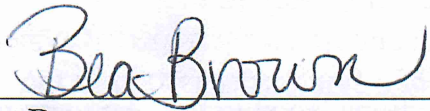
- DWS shall review and approve any corrective action plan or construction plans submitted by Water Supplier within thirty (30) days of receipt. DWS shall approve or require changes to the submitted plans immediately upon completing the review.

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.

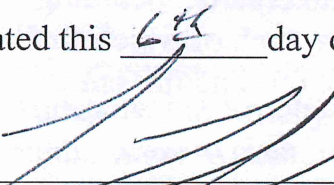
5. DWS may consider the findings of fact and violations cited in the conclusions of law of this Agreement for purposes of any future enforcement action or sanction involving Water Supplier.
6. Water Supplier is aware of its rights to contest the violations listed in this Agreement in a contested case 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.

Dated this 8th day of OCTOBER, 2018.




Bea Brown
Owner
Pinewood Mobile Manor

Dated this 6th day of OCTOBER, 2018.


Lee Langan
Registered Agent
Scooby Properties, LLC

Dated this ~~08th~~ 9th day of OCTOBER, 2018.


David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Michelle Byrd, Oregon Health Authority, Drinking Water Services
Jane Ranslam, Pinewood Mobile Manor
John Zalaznik, North Central Public Health District