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

In the Matter of

West Coast Real Estate Holdings, LLC
Dunn Court Duplexes
Public Water System OR4100962

SETTLEMENT AGREEMENT AND
FINAL ORDER

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (Authority) issued a Notice of Intent to Impose Civil Penalty (Notice) against West Coast Real Estate Holdings, LLC (the Company) for violations of the Oregon Drinking Water Quality Act (ORS 448.115 to ORS 448.290) and Oregon Administrative Rules on December 27, 2017, in the amount of \$4,500. On January 3, 2018, the Company requested a hearing.

The Authority and the Company agree to resolve the matter of the \$4,500 civil penalty by stipulating as follows:

- AL/EL* • **Agreement Article No. 1:** The Company agrees to pay a civil penalty of \$450 to the Authority within 10 calendar days of signing this agreement.
- AL/EL* • **Agreement Article No. 2:** The Authority agrees to hold in abeyance the remaining civil penalty of \$4,050 as long as the Company complies with the terms of this Settlement Agreement and Final Order (Agreement).

- **Agreement Article No. 3:** The Company agrees to conduct monthly arsenic monitoring at the Dunn Court Duplexes water system and report the sample results within 10 calendar days of the end of the month according to OAR 333-061-0040(1)(b)(A).
 - Monitoring must be conducted according to OAR 333-061-0036(1)(g).
 - All monitoring must be conducted at the sampling location identified in OAR 333-061-0036(2)(a)(A)(ii).
 - Monitoring must begin in January 2018.
 - Monitoring and reporting must continue until the Authority acknowledges completion of Agreement Article No. 6

- KL/EL • **Agreement Article No. 4:** The Company agrees to maintain and operate the arsenic treatment at the Dunn Court Duplexes water system such that drinking water produced and delivered to water users at all times contains concentrations of arsenic below the maximum contaminant level (MCL) of 0.010 mg/L as specified in OAR 333-061-0030(1).

- KL/EL • **Agreement Article No. 5:** If any sample collected according to Agreement Article No. 3 exceeds the MCL the Company agrees to immediately collect a confirmation sample and report the results of the confirmation sample upon receipt to the Authority.

- KL/EL • **Agreement Article No. 6:** The Company must notify the Authority when the Dunn Court Duplexes water system is demolished, otherwise no longer delivers drinking water as a public water system, or that potable drinking water is provided to the Dunn Court Duplexes water system by the City of Woodburn, whichever comes first.

- KL/EL • **Agreement Article No. 7:** The company will be in violation of this Agreement if:
 - The concentration of arsenic in more than one confirmation sample exceeds the MCL; or
 - The Company does not comply with the terms of this Agreement.

EL/A • **Agreement Article No. 8:** The Company has been fully informed of its right to a contested case hearing, including having been provided with a Notice of Contested Case Rights and Procedures and waives all rights to a contested case hearing or any judicial review of the Notice.

AL/EL • **Agreement Article No. 9:** If the Authority determines that the Company is in violation of this Agreement it will notify the Company of the violation. The Company will be given the opportunity to contest in a contested case proceeding whether or not it is in violation of this Agreement but shall have no right to contest the underlying violations or the amount of the civil penalty. If the Company is found to be in violation of the Agreement it agrees to pay the remaining civil penalty of \$4,050. Payment of the civil penalty shall be due and payable within 10 calendar days of a Final Order of Violation of Settlement Agreement being issued.

AL/EL • **Agreement Article No. 10:** This Agreement is terminated when either of the following occurs, whichever is soonest:

- The Authority or it's representative verifies by physical inspection that the Dunn Court Duplexes water system no longer delivers drinking water to customers or is being provided by the City of Woodburn; or
- The Company reports two years of monitoring data that does not exceed the arsenic MCL.

AL/EL • **Agreement Article No. 11:** The Authority will permanently waive the remaining civil penalty of \$4,050 upon completion of all of the actions and articles specified herein, if completed by the dates agreed upon or if the Agreement is terminated according to Agreement Article No. 10.

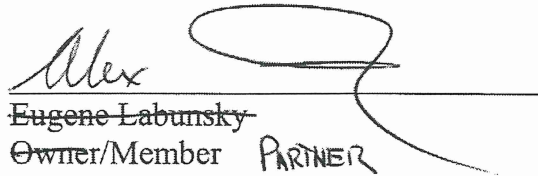
GENERAL PROVISIONS

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 333-061-0050 to 333-061-0290, which remain in full force and effect.

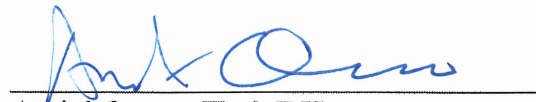
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This Agreement does not relieve the Company of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.

Dated this 18 day of JANUARY, 2018.



Eugene Labunsky
Owner/Member PARTNER
Dunn Court Duplexes

Dated this 18th day of January, 2018.


André Ourso, JD, MPH
Administrator
Oregon Health Authority
Public Health Division
Center for Health Protection

IT IS SO ORDERED.

DATED this 18th day of January, 2018


André Ourso, JD, MPH
Administrator
Oregon Health Authority
Public Health Division
Center for Health Protection

cc: Gregg Baird, Oregon Health Authority, Drinking Water Services
Greg DeBlase, Marion County Environmental Health