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

**In the Matter of**

**Theodore Phipps/Country Garden  
Estates Mobile Home Park Public  
Water System**

**BILATERAL COMPLIANCE AGREEMENT**

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

1. Theodore Phipps 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 Country Garden Estates Mobile Home Park public water system (hereinafter "Water System"), identified by public water system ID # OR4101182 at 81435 Country Garden Lane in Irrigon, Oregon. The Water System is a community water system serving approximately 175 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 report sample results for lead and copper in tap water as required by OAR 333-061-0036(10).

4. This Bilateral Compliance Agreement ("Agreement") is entered into between DWS and Water Supplier to address the failure to conduct monitoring by Water Supplier. This Agreement establishes the corrective action(s) that Water Supplier must take and the deadlines for completing those actions to demonstrate that drinking water is free from contamination. 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 of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0025(1) requires water suppliers to collect and submit water samples for analysis at the frequencies prescribed by OAR 333-061-0036.
3. OAR 333-061-0036(10) requires, in part, water suppliers to monitor for lead and copper in tap water at least once every three years at community and non-transient non-community water systems. Monitoring at this frequency must be conducted during the months of warmest water temperature, determined to be between June 1 and September 30.
4. OAR 333-061-0040(1)(b)(A) requires water suppliers to report monitoring required by OAR 333-061-0036 to DWS within 10 days of the end of the required monitoring period.
5. Water Supplier has not reported acceptable lead and copper monitoring for the Water System since September 30, 2013. This constitutes a violation of OAR 333-061-0036(10) or a violation of OAR 333-061-0040(1)(b)(A) if monitoring was conducted but not reported.
6. Lead and copper monitoring was reported for the Water System on February 2, 2017 but an insufficient number of samples were collected and the monitoring was conducted outside of the acceptable seasonal period.
7. DWS mailed a letter to the Water System's representatives on June 1, 2017. The letter required lead and copper monitoring to be reported to DWS no later than October 10, 2017.

### 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 collect water samples according to OAR 333-061-0036(10)(a) through (d) at the Water System.
  - This monitoring shall be conducted between June 1, 2018 and July 15, 2018.
  - This monitoring shall be reported to DWS no later than August 15, 2018.

### 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 the corrective action listed above or fails to meet 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 23 day of May, 2018.



Theodore Phipps

Owner

Country Garden Estates Mobile Home Park

Dated this 6<sup>th</sup> day of June, 2018.



David Emme, Manager

Drinking Water Services

Oregon Health Authority

cc: Michelle, Byrd Oregon Health Authority, Drinking Water Services  
Bill Goss Oregon Health Authority, Drinking Water Services  
Shana Reno, Country Garden Estates Mobile Home Park