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

In the Matter of

Westridge HOA, Inc. / Westridge
Subdivision Public Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Westridge HOA, Inc. agree to the following:

1. Westridge HOA, Inc. 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 Westridge Subdivision public water system (hereinafter "Water System"), identified by public water system ID # OR4105998 that serves homes along Northwest Century Drive in Prineville, Oregon. The Water System is a community water system serving approximately 75 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 the groundwater well supplying the Water System is contaminated by *E. coli* bacteria. Water derived from a source contaminated by *E. coli* bacteria represents a potential public health hazard.

E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Human pathogens in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a greater health risk for infants, young children, the elderly, and people with severely compromised immune systems. 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 and addressing the construction of the Water System’s groundwater well. 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 333-061-0030(4) specifies, in part, that the maximum contaminant level (MCL) for *E. coli* applies to all public water systems and is exceeded or violated when an *E. coli*-positive repeat sample follows a total coliform-positive routine sample or when a total coliform-positive repeat sample follows an *E. coli*-positive routine sample.
3. Coliform monitoring reported for the Water System indicates that on April 30, 2016, an *E. coli*-positive repeat sample was reported following a total coliform and *E. coli*-positive routine sample reported on April 29, 2016. This exceeds the MCL for *E. coli* as specified in OAR 333-061-0030(4).
4. OAR 333-061-0032(6), in part, requires that water suppliers complete corrective action when sample results indicate the presence of *E. coli* bacteria in a groundwater source. Corrective action must be completed within 120 days or according to a schedule approved by DWS.
5. *E. coli* bacteria were present in water samples collected on April 29 and May 2, 2016 from the groundwater well identified by well log CROO 3226 that supplies the Water System.

6. DWS notified Water Supplier by letter on May 5, 2016 that corrective action was required due to the confirmation of *E. coli* bacteria in the groundwater well supplying the Water System.
7. OAR 333-061-0050(2)(a)(G) requires, in part, that wells be constructed in accordance with the general standards for the construction and maintenance of water wells in Oregon as prescribed in OAR chapter 690, divisions 200 through 220.
8. Water Supplier disinfected the Water System's facilities and issued public notice following the presence of coliform bacteria in samples collected between April 28, 2016 and May 5, 2016. Coliform bacteria were not present in chlorinated samples from the distribution system reported for the Water System between May 6, 2016 and September 26, 2018, inclusive.
9. A Level 2 Coliform Investigation completed on May 6, 2016 by Crook County Environmental Health identified livestock and an unlined irrigation ditch near well CROO 3226 as possible causes for the contamination in the well.
10. DWS determined on May 16, 2016 that well CROO 3226 does not meet construction standards because the casing seal does not extend to an appropriate depth and may not adequately prevent contamination from surface water.
11. Crook County Environmental Health reminded Water Supplier by letter on January 16, 2018 that corrective action continues to be required due to the confirmed *E. coli* bacteria in the well at the Water System. Corrective action was not completed according to the letter.
12. Water Supplier provides disinfection treatment at the Water System but disinfection is only approved as an interim measure. Additionally, the disinfection treatment does not provide effective inactivation of bacteria or viruses to everyone served by the Water System.
13. DWS mailed a letter to Water Supplier on April 12, 2018 requiring well CROO 3226 be repaired or replaced no later than June 30, 2018.
14. Water Supplier acknowledges well CROO 3226 does not meet DWS construction standards and has contracted for the construction of a new well to serve the Water System according to DWS directives. Water Supplier determined that reconstruction of well CROO 3226 is not feasible.

15. Water Supplier contends the requirement that well CROO 3226 be reconstructed or replaced is not necessary but agrees, as specified herein, to replace the well with a new well to serve the Water System.

16. Water Supplier is not in compliance with OAR 333-061-0032(6).

17. Well CROO 3226 does not comply with OAR 333-061-0050(2)(a)(G).

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 submit complete plans for the construction of a new groundwater source according to OAR 333-061-0060.
 - The plans shall be submitted to DWS within 30 days after signing this agreement and must be approved by DWS prior to any construction or installation taking place.
- Corrective Action No. 2: Water Supplier shall perform and complete all tasks described in Corrective Action No. 1 within 90 days after DWS conditionally approves the plans submitted according to Corrective Action No. 1 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.
- Corrective Action No. 3: Water Supplier shall publish a public notice within 30 days after signing this agreement that informs customers well CROO 3226 is not adequately constructed and that drinking water at the Water System is susceptible to contamination by *E. coli* bacteria. The notice must meet the requirements in OAR 333-061-0042.
 - 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).

- Corrective Action No. 4: 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 the construction of well CROO 3226 and the presence of *E. coli* bacteria in the well at the Water System. Water Supplier must comply with this action until notified by DWS that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.

DWS RESPONSIBILITIES

- DWS shall review and approve any 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 25 day of October, 2018.



Wayne Looney
President
Westridge HOA, Inc.

Dated this 25 day of October, 2018.



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Michelle Byrd, Oregon Health Authority, Drinking Water Services
Max Hamblin, Crook County Environmental Health
Gary Marletto, Westridge HOA, Inc.