

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.

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 and that Water Supplier must demonstrate adequate disinfection treatment for all people served by the Water System.

3. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the lack of adequate disinfection for the drinking water delivered to all the people served 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 ensuring adequately disinfected drinking water to every home served by the Water System. 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 333-061-0032(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.
3. *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.
4. Water Supplier provides disinfection treatment at the Water System but disinfection is only approved as an interim measure. Additionally, the disinfection treatment was not verified to provide adequate inactivation of viruses to all people served by the Water System.
5. DWS and Water Supplier agreed upon the terms for corrective action in a bilateral compliance agreement signed by Water Supplier on October 25, 2018, after which Water Supplier commissioned the construction of a new groundwater well to supply the Water System. Construction of the well was completed on September 6, 2019; however, the well did not supply sufficient drinking water for the needs of the Water System.
6. Water Supplier commissioned a video evaluation of the interior of well CROO 3226, which was initially believed not to meet the construction standards for water wells in Oregon, but based upon this evaluation, DWS and the Oregon Water Resources Department determined that aquifer comingling does not occur and that the well

construction reported by the driller meets the Oregon Water Resources Department's construction standards.

7. Water Supplier will not replace or repair well CROO 3226 and is therefore required to provide effective disinfection for every residence served by the Water System according to OAR 333-061-0032(6).

### 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 July 1, 2020, identifying how it provide adequate disinfection to every residence served by the Water System. The action plan shall set reasonable deadlines for:
  - i. Submitting complete plans for the construction or modification of disinfection treatment at the Water System; and
  - ii. Completing construction or modification of disinfection treatment at the Water System according to the plan.
    - o Construction plans must meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System and be approved by DWS prior to any construction or installation taking place.
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 continue to provide public notice, according to OAR 333-061-0042, informing customers that adequate disinfection of drinking water delivered by the Water System has not been demonstrated and that drinking water delivered by the Water System is susceptible to contamination by *E. coli* bacteria. The notice must meet the requirements in OAR 333-061-0042.

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

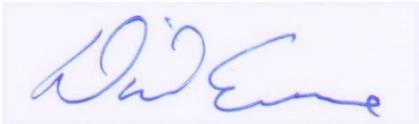
constitute an original and all of which together shall constitute one and the same agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Wayne Looney  
President  
Westridge HOA, Inc.

Dated this 27<sup>th</sup> day of April, 2020.



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.

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Dated this 22 day of April, 2020.



Wayne Looney  
President  
Westridge HOA, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

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