

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

In the Matter of

Manzanita Hills Homeowners
Association, PWS OR4106155

SETTLEMENT AGREEMENT AND
FINAL ORDER

The Oregon Health Authority (OHA), Public Health Division, Center for Health Protection, Drinking Water Services issued a Notice of Violation of Settlement Agreement and Intent to Impose Civil Penalty (Notice) to Manzanita Hills Homeowners Association (Water Supplier) for violations of the Oregon Drinking Water Quality Act (ORS 448.115 to ORS 448.290) and Oregon Administrative Rules. The Notice is hereby incorporated by reference. On December 11, 2024, Water Supplier requested a hearing.

OHA and Water Supplier agree to resolve the Notice by stipulating as follows:

1. Water Supplier owns and operates the public water system identified by public water system ID# OR4106155 and serving homes along Cindy Court, Cindy Way and Linda Lane in Shady Cove, Oregon (hereinafter “Water System”).
2. OHA previously issued a Notice of Intent to Impose Civil Penalty dated March 29, 2024 (Prior Notice), incorporated herein by reference. DWS and Water Supplier previously executed a Settlement Agreement and Final Order dated May 3, 2024 (Prior Settlement) to resolve the Prior Notice, incorporated herein by reference. The Prior Settlement assessed a civil penalty of \$6,000, of which DWS agreed to hold 95% of the penalty (\$5,700) in abeyance pending Water Supplier’s compliance with the Prior Settlement.
3. On December 4, 2024, OHA issued the Notice.

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4. This Settlement Agreement (Settlement) resolves only the action proposed by the Notice.
 5. OHA shall continue to hold 95% of the civil penalty (\$5,700) in abeyance, pending Water Supplier's compliance with this Settlement.
 6. Water Supplier shall continue operating the arsenic treatment system constructed in June 2025 at the Water System.
 7. Water Supplier shall monitor arsenic at the Water System at least once every month beginning July 2025 for a period of six months.
 - a. Water supplier shall use the procedures and standards in OAR 333-061-0036(2)(a) and 333-061-0036(1)(g) when conducting monitoring.
 - b. Sample results shall be reported to the OHA no more than 10 days after the end of each month according to OAR 333-061-0040(1).
 8. Water Supplier shall monitor arsenic at least once every calendar quarter upon notification from OHA and after sample results reported for the Water System have concentrations of arsenic below the MCL specified in OAR 333-061-0030(1) every month for six consecutive months after treatment is in operation.
 - a. Water supplier shall use the procedures and standards in OAR 333-061-0036(2)(a) and 333-061-0036(1)(g) when conducting monitoring.
 - b. Sample results shall be reported to the OHA no more than 10 days after the end of each month according to OAR 333-061-0040(1).
 9. Water Supplier shall monitor at least once a year upon notification from OHA and after sample results reported for the Water System have concentrations of arsenic below the MCL specified in OAR 333-061-0030(1) every quarter for six consecutive months after beginning to quarterly monitor as described in paragraph 9.
 - a. Water Supplier shall use the procedures and standards in OAR 333-061-0036(2)(a) and 333-061-0036(1)(g) when conducting monitoring.
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- b. Sample results shall be reported to the OHA no more than 10 days after the end of each month according to OAR 333-061-0040(1).
- c. Water Supplier shall continue quarterly monitoring as described in paragraph 9 if the concentration of arsenic is not below the MCL for six consecutive months after beginning to quarterly monitor as described in paragraph 9.

10. In full satisfaction and settlement of the Notice, Water Supplier agrees to OHA's issuance of a final order incorporating this Settlement. OHA agrees to withdraw the Notice. Water Supplier is aware of the right to a contested case hearing and judicial review if the Notice was not resolved through this Settlement.

11. Consistent with applicable state laws and rules, OHA may rely on violations in the Notice for purposes of evaluating the extent and appropriateness of any future action or sanction against Water Supplier.

12. OHA and Water Supplier agree that this Settlement constitutes the sole, entire, and complete agreement between the parties to address the Notice and that no promises, inducements, or agreements not herein expressed have been made, and that the terms of this Settlement are contractual and not a mere recital.

13. This Settlement Agreement and Final Order 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. All faxed, emailed, or electronic signatures affirming this Settlement Agreement and Final Order constitute an original signature.

14. Water Supplier is a domestic nonprofit corporation. Water Supplier represents and warrants that James Robinson is individually authorized to enter this Settlement Agreement and Final Order and bind Water Supplier on its behalf. This Settlement Agreement and Final Order is binding upon Water Supplier, its agents, employees, representatives, shareholders, directors, officers, successors, and any and all persons or entities acting in concert or participation with or for it.

15. This Settlement Agreement and Final Order 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 333-061-0272, which remain in full force and effect. This Settlement does not relieve Water Supplier of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.

16. The Settlement Agreement and Final Order must be signed and received by OHA by July 24, 2025, or this settlement offer is deemed withdrawn.

IT IS SO STIPULATED.

Date July 17, 2025

A handwritten signature in black ink, appearing to read 'James Robinson', is written over a horizontal line.

James Robinson

President, Registered Agent

Manzanita Hills Homeowners Association



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Nicole Bailey, Business Oregon
Tawni Bean, Business Oregon
Tony George, Jackson County Environmental Public Health Division
Rebecca Templin, Oregon Health Authority, Drinking Water Services

FINAL ORDER

NOW THEREFORE, the Oregon Health Authority hereby requires Manzanita Hills Homeowners Association to conduct monitoring as described in the Settlement Agreement (Settlement). OHA hereby continues to hold a \$5,700.00 civil penalty in abeyance according to the terms and all requirements of the Settlement. OHA withdraws the Notice issued December 4, 2024. Further, OHA adopts all other terms of the Settlement.

IT IS SO ORDERED.

Date 7/18/2025



(Samina Panwhar for Andre Ourso)

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