

PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services
Tina Kotek, Governor



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

In the Matter of:

Reggie Boltz/Augustino Estate, PWS
OR4195652

SETTLEMENT AGREEMENT AND FINAL
ORDER

OAH Reference No. 2023-OHA-15137

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services ("Authority") and Reggie Boltz & Augustino Estates, PWS ("Respondent") (together, "the Parties") agree and admit to the following to resolve the above-referenced matter:

1. The Authority issued a Notice of Violation and Administrative Order ("Order") dated December 8, 2022 to Respondent. The Order alleged that Respondent violated of OAR 333-061-0032(6)(g). The Order is incorporated by reference. Respondent timely requested an administrative contested case hearing with the Authority in accordance with ORS Chapter 183.
2. Respondent admits to the facts and violations described in the attached Order.
3. Respondent submitted plan review information for the well and water system OR 4195652. The plan review is identified as PR#126-2022. The Authority has issued a letter dated February 15, 2023 (February Letter), requiring Respondent to submit verification that the listed conditions have been met. The February Letter is incorporated herein by reference.
4. Respondent agrees to take all necessary actions to complete the conditions required for final approval as identified in the February Letter. Respondent agrees to submit verification that the conditions have been satisfied to OHA as specified in the February Letter by no later than 90 days from the date this Settlement Agreement is fully executed.

Boltz, Augustino Estates

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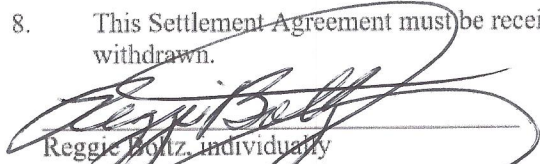
5. Respondent agrees to have all monitoring for coliform bacteria at the Augustino Estates water system conducted by a licensed laboratory for one calendar year from the time this Settlement Agreement is fully executed. Respondent agrees to comply with all monitoring for coliform bacteria required under Oregon Administrative Rules Chapter 333, Division 61.
6. If Respondent violates the terms of this Settlement Agreement, the Authority may issue an order requiring Respondent to complete the "Actions Required to Achieve Compliance" as described in the Order. If Respondent fails to comply with this Settlement Agreement, the Authority shall notify Respondent of the violation and provide the opportunity for a contested case hearing, but the only issue Respondent may contest is whether Respondent failed to comply with the Agreement. Respondent may not challenge the appropriateness of the remedial actions or the past violations agreed to under this Settlement Agreement.

GENERAL TERMS

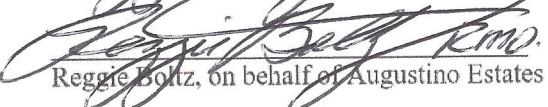
1. Respondent is aware of the right to seek judicial review if this matter was not resolved through this Settlement Agreement. Respondent is aware of the right to seek judicial review of a circuit court decision reviewing a final order issued in the matter. Respondent freely and voluntarily waives all rights to all judicial review. In full satisfaction and settlement of this matter, Respondent agrees to the Authority's issuance of a Final Order incorporating this Settlement Agreement.
2. Reggie Boltz is the owner and operator of the Augustino Estates public water system. Reggie Boltz represents and warrants that he has the authority to enter this Settlement Agreement and bind Respondent. This Agreement is binding upon Respondent, its agents, employees, representatives, shareholders, directors, officers, successors, and any and all persons or entities acting in concert or participation with or for it.
3. The Parties agree that this Settlement Agreement constitutes the sole, entire and complete agreement between the parties to resolve the administrative proceeding commenced by the Order and that no promises, inducements or agreement not herein expressed have been made and that the terms of this Settlement Agreement are contractual and a not a mere recital.
4. Respondent releases and waives any and all claims of any kind, known or unknown, past or future, against the State of Oregon or its agencies, instrumentalities, employees, officers, or agents arising out of the matters set forth in the Notice or this Settlement Agreement, including but not limited to any claim under federal or state law for damages, declaratory or equitable relief, under 42 USC § 1983 et seq, and for attorneys fees or costs.
5. 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 333-061-0272, which remain in full force and effect.
6. This Agreement does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.

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- 7. The Parties agree that 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.
- 8. This Settlement Agreement must be received by March 3, 2023 or this settlement offer it is deemed withdrawn.




Reggie Boltz, individually



Reggie Boltz, on behalf of Augustino Estates PWS

2/24/23
Date

2/24/23
Date




Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

2/27/23
Date

FINAL ORDER

NOW THEREFORE, the Authority finds and concludes that Respondent violated OAR 333-061-0032(6)(g). Further, the Authority adopts all other terms of the Settlement Agreement.

It is so ORDERED.



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

2/27/23
Date

cc: