



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

In the Matter of

Hull-Oakes Lumber Co. Public Water
System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Hull-Oakes Lumber Co. agree to the following:

1. Hull-Oakes Lumber Co. 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 public water system (hereinafter “Water System”), identified by public water system ID # OR4194013 and serving the Hull-Oakes Lumber Co. mill, located at 23837 Dawson Road in Monroe, Oregon. The Water System is a non-transient non-community water system serving approximately 50 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 install treatment for maintaining a disinfectant residual according to OAR 333-061-0032(6)(g) after multiple coliform investigations were triggered. Water Supplier is therefore not operating the Water System in compliance with the Oregon Administrative Rules.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to facilitate the installation of treatment to maintain a disinfectant residual in drinking water delivered 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 treatment installation. 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)(g) requires, in part, water suppliers to install treatment for disinfectant residual maintenance when three or more coliform investigations as described in OAR 333-061-0078 are triggered within a twelve-month period. Treatment must be installed within six months unless an alternate schedule is approved.
3. The presence of coliform bacteria in drinking water at the Water System triggered a third coliform investigation on December 20, 2021, and as of June 18, 2022, the required water treatment was not installed nor was an alternate schedule approved. One additional coliform investigation was triggered on June 16, 2022.
4. Water Supplier is not in compliance with OAR 333-061-0032(6)(g).

CORRECTIVE ACTIONS

Water Supplier agrees to take the following corrective actions and meet the deadlines set out below:

1. Water Supplier shall submit to DWS construction plans for treatment to produce and maintain a disinfectant residual no later 30 days after this agreement is signed and executed.
2. Water Supplier shall complete construction and installation of the treatment for disinfectant residual maintenance as specified in Compliance Action No. 1, within six months of conditional plan approval from DWS.

- Construction must be completed in accordance with plans conditionally approved by DWS.
- Construction of all improvements or modifications at the Water System must also meet the applicable construction standards specified in OAR 333-061-0050.

DWS RESPONSIBILITIES

- DWS shall review and approve any corrective 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.

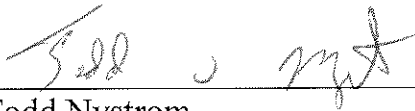
GENERAL PROVISIONS

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.

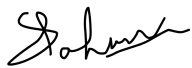
7. This Agreement may be executed in one or more multiple counterparts, including facsimile, scanned, and electronically transmitted counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Date 2/22/23



Todd Nystrom
President
Hull Oakes Lumber Co.

Date 2/23/2023



Samina Panwhar, Manager
Drinking Water Services
Oregon Health Authority

cc: Scott Kruger, Benton County Health Department
Shawn Stevenson, Oregon Health Authority, Drinking Water Services