

800 NE Oregon St.
Portland, Oregon 97232-2162
Voice (971) 673-0405
FAX (971) 673-0694
TTY (971) 673-0372

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

In the Matter of:

Olympic Forest Products Public Water
System, PWS OR4194882

SETTLEMENT AGREEMENT AND
FINAL ORDER

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (“Authority”) issued a Notice of Violation and Administrative Order (“Order”) on March 2, 2022 requiring the installation of treatment for disinfectant residual maintenance at the Olympic Forest Products public water system (hereinafter “Water System”), due to alleged violations of the Oregon Drinking Water Quality Act (ORS 448.115 to ORS 448.290) and Oregon Administrative Rules. The Order is incorporated by reference. On March 10, 2022, RSG Forest Products, Inc. (hereinafter “RSG”) requested an administrative contested case hearing with the Authority in accordance with ORS Chapter 183. The RSG request for hearing is incorporated by reference.

The Authority and RSG agree to resolve this matter by stipulating as follows:

1. This Settlement Agreement and Final Order (“Agreement”) shall be effective upon the date fully executed by the Authority and RSG.

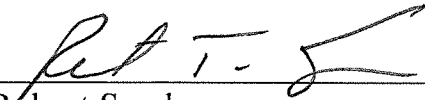
2. RSG agrees to submit to the Authority complete construction plans for treatment to maintain a disinfectant residual at the Water System. These construction plans will be submitted to the Authority no later than five (5) business days after the effective date of this Agreement.
3. RSG agrees to complete construction and installation of treatment to maintain a disinfectant residual at the Water System no later than one hundred twenty (120) days after approval by the Authority of the construction plans submitted in accordance with Paragraph 1 of this Agreement.
4. RSG has been fully informed of its rights to a contested case hearing, including having been provided with a Notice of Contested Case Rights and Procedures, and waives all rights to a contested case hearing or any judicial review of the Order.
5. If the Authority determines that RSG has violated this Agreement, it will notify RSG of the violation. RSG will be given the opportunity to contest whether the alleged violation in a contested case proceeding pursuant to ORS Chapter 183, but shall have no right to contest the underlying violations specified in the Order.
6. This Agreement resolves all claims of the Authority for the violations expressly alleged in the Order.
7. The Authority will permanently vacate the Order upon completion of all the actions specified herein, if completed by the dates agreed upon, as may be amended or otherwise modified, or if the Agreement is terminated according to Agreement Article No. 4.

GENERAL PROVISIONS

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.


This Agreement does not relieve RSG of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.

Date: June 1, 2022



Robert Sanders
President
RSG Forest Products, Inc.

Date: June 2, 2022



David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Pete Farrelly, Oregon Health Authority, Drinking Water Services
Hans Feige, Olympic Forest Products
James Kincaid, Cable Huston, LLP
Daniel Osborn, Columbia County Environmental Health