

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

In the Matter of

Columbia Basin Onion, LLC  
Public Water System

BILATERAL COMPLIANCE  
AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Columbia Basin Onion, LLC agree to the following:

1. Columbia Basin Onion, LLC 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 # OR4195757 and serving the Columbia Basin Onion facility located at 78727 Westland Road, southwest of Hermiston, Oregon. The Water System is a non-transient non-community water system serving approximately 100 people and subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.<sup>1</sup>

<sup>1</sup> This Bilateral Compliance Agreement relies on the definitions in ORS 448.115 and OAR 333-061-0020.

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 provided by the water system exceeds the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for nitrate. Water with nitrate above the MCL represents a potential public health hazard.

Infants below the age of 6 months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue baby syndrome. OAR 333-061-0043.

4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the contamination of the drinking water provided 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 reducing the contamination in the drinking water below the MCL. 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. The MCL for nitrate is 10 mg/L. OAR 333-061-0030(1).
3. Sample results for the Water System demonstrate that the water has been above the MCL for nitrate in violation of OAR 333-061-0030(1). On May 30, 2025, test results from a confirmation sample showed that the average concentration of nitrate in the water provided by the Water System was 14.8 mg/L of nitrate. Sample results reported for the Water System and collected in July and November 2025 indicated the concentration of nitrate in drinking water was 14.7 and 15.2 mg/L respectively.
4. The Water System is not in compliance with OAR 333-061-0030(1).

#### CORRECTIVE ACTIONS

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

## Columbia Basin Onion

1. Water Supplier shall complete construction and installation of treatment to reduce the concentration of nitrate in drinking water at the Water System, as described in the plans approved by DWS, no later than six months after signing this Agreement.
  - Construction or installation shall be completed according to plans approved by DWS prior to any construction or installation taking place, and that meet the requirements in OAR 333-061-0060 for the construction or modification of any facilities at the Water System.
  - Water Supplier shall notify DWS in writing within 5 calendar days of completing construction or installation according to this corrective action.
  - 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.
2. Water Supplier shall collect water samples according to OAR 333-061-0036(2)(c) and submit testing results to DWS within sixty (60) calendar days of notifying DWS that construction or installation was completed.
3. Water Supplier shall continue to publish public notice every three months that informs water users that drinking water at the Water System exceeds the MCL for nitrate. The notice must meet the requirements in OAR 333-061-0042.
  - Within 10 calendar days of distributing public notices to customers, Water Supplier shall send a copy of the notice to DWS along with a written statement that it has fully complied with the distribution and public notification requirements in OAR 333-061-0040(1)(i).
  - Public notices shall include any changes or additional information regarding nitrate in the drinking water at the Water System.
  - Water Supplier shall comply with this action until DWS notifies it that its drinking water is below the MCL for nitrate, and that the drinking water otherwise meets all applicable state and federal drinking water laws and rules.
4. Water Supplier shall have complied with this agreement when sample results show nitrate is not above the MCL as specified in OAR 333-061-0030(1) in drinking water produced by the Water System for four consecutive calendar quarters.

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.

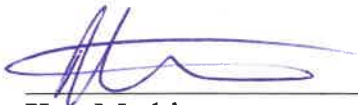
GENERAL PROVISIONS

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.

Columbia Basin Onion

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 2/25/2026



Ken Mathis

Project Manager  
Title

Columbia Basin Onion, LLC

Date March 1, 2026

*Kari Salis*

Kari Salis, Acting Manager  
Drinking Water Services  
Oregon Health Authority

cc: Bill Goss, Oregon Health Authority, Drinking Water Services  
Amy Word, Oregon Health Authority, Drinking Water Services

