

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

In the Matter of

Bellfountain Community Church Public  
Water System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Bellfountain Community Church agree to the following:

1. Bellfountain Community Church 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 # OR4190526 and located at 25387 Dawson Road, northwest of Monroe, Oregon. The Water System is a transient non-community water system serving approximately 30 people and is 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 provided by the water system exceeds the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for *E. coli* bacteria. Water with *E. coli* bacteria above the MCL represents a potential public health hazard.

*E. coli* are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Human pathogens in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a greater health risk for infants, young children, the elderly, and people with severely compromised immune systems. OAR 333-061-0097

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 purchased the Water System and the property where the Water System is located in 1996.
2. As of January 1, 1997, Water Supplier was and is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
3. OAR 333-061-0030(4) specifies, in part, that the maximum contaminant level (MCL) for *E. coli* is exceeded or violated when an *E. coli*-positive repeat sample follows a total coliform-positive routine sample, or a total coliform-positive repeat sample follows an *E. coli*-positive routine sample.
4. Coliform monitoring reported for the Water System indicates that an *E. coli*-positive repeat sample was collected on November 6, 2018, following an *E. coli*-positive routine sample collected on November 2, 2018. This exceeds the MCL for *E. coli* and demonstrates that the Water System is not in compliance with OAR 333-061-0030(4).
5. Sample results reported on November 8, 2018 and November 9, 2018 indicated that *E. coli* bacteria were present in the groundwater well supplying the Water System.
6. Water Supplier indicated it would replace the groundwater well supplying the Water System with a recently constructed groundwater well, identified by well log BENT 51377, and has submitted plans for this well.

7. DWS approved replacement of the contaminated groundwater well at the Water System as corrective action to resolve the violation of the MCL for *E. coli*.
8. DWS conditionally approved use of well BENT 51377 at the Water System on June 6, 2019.
9. Water supplier has disconnected the contaminated well from the Water System.

### CORRECTIVE ACTIONS

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

1. Water Supplier shall monitor for coliform bacteria according to the coliform sampling plan for the Water System and according to all applicable provisions in OAR 333-061-0036(6).
  - Monitoring shall begin immediately and be conducted every calendar month. Water Supplier shall report monitoring results to DWS no more than 10 days after the end of each month according to OAR 333-061-0040(1).
  - Water Supplier shall have met the terms of this Agreement when coliform bacteria are not present in samples collected at the Water System for two consecutive months. If coliform bacteria continue to be present in samples collected at the Water System, DWS may require the Water Supplier to take further corrective action.

### 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.

Dated this 15 day of July, 2019.



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Paul Goracke  
Head Elder  
Bellfountain Community Church

Dated this 22<sup>nd</sup> day of July, 2019.



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David Emme, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Scott Kruger, Benton County Environmental Health  
Bruce Kupfer, Bellfountain Community Church  
Shawn Stevenson, Oregon Health Authority, Drinking Water Services