



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

In the Matter of

Church of Jesus Christ of Latter Day  
Saints / Oakridge Chapel Public Water  
System

BILATERAL COMPLIANCE AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Charles N. Shepard agree to the following:

1. The Church of Jesus Christ of Latter Day Saints 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# OR4195509 and serving the Oakridge Chapel, located at 76959 Lee Road in Oakridge, Oregon. The Water System is a transient non-community water system serving approximately 60 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 provided by the water system exceeds the maximum contaminant level (MCL) as specified in OAR 333-061-0030 for *E. coli* bacteria. Drinking water with *E. coli* bacteria that constitutes a violation of 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 is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333-061-0030(4) specifies, in part, that the MCL for *E. coli* applies to all public water systems and 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.
3. Coliform monitoring reported for the Water System indicates that on February 14, 2024, a total coliform positive repeat sample was reported following an *E. coli*-positive routine sample that was reported on February 12, 2024. This constitutes a violation of the MCL for *E. coli* and of OAR 333-061-0030(4).
4. Additionally, total coliform bacteria have been present in samples reported for March, April, May and July 2024, which does not allow the violation of the *E. coli* MCL to be returned to compliance.
5. A representative for Water Supplier has stated it is in the process of installing a system to maintain a disinfectant residual in the drinking water produced by the Water System, which is expected to return the Water System to compliance with the applicable requirements.

CORRECTIVE ACTIONS

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

1. Water Supplier shall submit complete construction plans to DWS no later than November 30, 2024, for water treatment to maintain a disinfectant residual at the Water System.
  - The construction plans must meet all the applicable requirements of OAR 333-061-0060 and have sufficient detail to completely and clearly illustrate what will be constructed.
2. Water Supplier shall construct or install treatment to maintain a disinfectant residual in drinking water provided by the Water System no later than 120 days after construction plans are conditionally approved by DWS.
  - Construction plans must be approved by DWS prior to any construction or installation taking place according to the requirements in OAR 333-061-0060.
  - For this corrective action to be met, any construction or installation performed must meet the applicable construction standards in OAR 333-061-0050, as approved by DWS.
3. Water Supplier shall monitor for coliform bacteria at the Water System every month, according to all the applicable provisions of OAR 333-061-0036(6).
  - All applicable routine, repeat and source water monitoring shall be conducted at the Water System beginning no later than when the Water System is opened to the public in May 2024.
  - All monitoring shall be reported to DWS within 10 days of the end of the month or following sample analysis, according to the applicable provisions of OAR 333-061-0040(1)(b).
  - Water supplier will have complied with this corrective action and satisfied this Agreement after both completing construction or installation according to Corrective Action No. 2, and after total coliform bacteria are not present in any samples collected at the Water System for two consecutive months.

### 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 9/23/2024

*Yanira Vera*

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Yanira Vera  
Facilities Manager  
Oakridge Chapel  
The Church of Jesus Christ of Latter Day Saints

Date 9/25/2024



Handwritten signature of Samina Panwhar in black ink.

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Samina Panwhar, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Amy Bleekman, Oregon Health Authority, Drinking Water Services  
Nicholas Alviani, Lane County Environmental Health