

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

In the Matter of

Douglas County Parks Department /  
Whistler's Bend County Park &  
Campground Public Water System

BILATERAL COMPLIANCE  
AGREEMENT

The Oregon Health Authority, Public Health Division, Center for Health Protection, Drinking Water Services (DWS) and Douglas County Parks Department agree to the following:

1. Douglas County Parks Department 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 Whistler's Bend County Park & Campground public water system (hereinafter "Water System"), identified by public water system ID # OR4193944 and located at 2828 Whistler's Bend Park Road, northeast of Roseburg, Oregon. The Water System is a 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 Supplier failed to report complete measurements and data related to surface water treatment. Drinking water derived from a surface water source where treatment effectiveness is not determined and reported correctly represents a potential public health hazard.
4. This Bilateral Compliance Agreement (“Agreement”) is entered into between DWS and Water Supplier to address the lack of complete reporting for 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 demonstrating complete reporting of effective treatment operations. The corrective actions and respective deadlines are described in detail below.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Water Supplier was and is required to meet all of the responsibilities for water suppliers described in OAR 333-061-0025.
2. OAR 333–061-0036(5)(b)(B) requires, in part, water suppliers to measure water quality parameters every day and calculate disinfection effectiveness at public water systems supplied by a surface water source and where filtration treatment is provided. Water Supplier reported data for surface water treatment operations for the months of June through October 2024 but CT calculations for the Water System were not included in that data. This constitutes non-compliance with OAR 333-061-0036(5)(b)(B).

#### CORRECTIVE ACTIONS

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

1. Water Supplier shall report complete water quality data for surface water treatment at the Water System to DWS every month for six consecutive months, beginning no later than 60 days after this agreement is executed.
  - Water quality data shall be measured according to all the applicable provisions of OAR 333-061-0036(5)(b) and reported to DWS within 10 days after the end of every calendar month according to OAR 333-061-0040(1).

2. Water Supplier shall have satisfied the terms of this Agreement when complete water quality data for water treatment at the Water System was reported to DWS every month for six 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

## Whistler's Bend County Park & Campground

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.

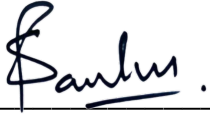
Date 04-01-2025



Mark Wall  
Parks Director  
Douglas County Parks Department

## Whistler's Bend County Park & Campground

Date 4/1/2025



Samina Panwhar, Manager  
Drinking Water Services  
Oregon Health Authority

cc: Zach Golik, Oregon Health Authority, Drinking Water Services