

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**DIVISION OF DRINKING WATER**

**ORDER DW 2023-0001-EXEC**

---

In the Matter of Proposed Revocation of Public Water System Permit No. 2018-03-017  
Issued to Bloomingcamp Water System

**ORDER APPROVING SETTLEMENT AGREEMENT**

---

**BY THE EXECUTIVE DIRECTOR<sup>1</sup>**

**1.0 INTRODUCTION**

This matter comes before the Executive Director of the State Water Resources Control Board (State Water Board or Board) following the issuance of the Notice of Intent to Revoke Public Water System Permit No. 2018-03-017 (Notice of Intent to Revoke) that was issued to Bloomingcamp Water System (Water System). In accordance with the attached Settlement Agreement, the State Water Board Division of Drinking Water (Division) Prosecution Team and the Water System have agreed to settle this matter in lieu of proceeding to a hearing. The issuance of a decision or order pursuant to a settlement agreement is authorized under Government Code section 11415.60.

**2.0 BACKGROUND**

The Water System is regulated under Domestic Water Supply Permit No. 2018-03-017. The Water System serves two residences, one mobile home (Oak Mobile Home), an apple press room, a bakery, and two public restrooms. The Water System is located at 10528 Highway 120, Oakdale, CA 95361 in the unincorporated area of Stanislaus County adjacent to the City of Oakdale. The Water System is classified as a transient noncommunity water system with seven connections, serving a population of 25 or more individuals at least 60 days out of the year.<sup>2</sup> The Water System consists of one well, one pressure tank, five point of use treatment devices (POUs), and the distribution system. The Division acknowledges that the Water System disagrees with the Division's determination that there is more than one connection as defined by applicable law.

---

<sup>1</sup> State Water Board Resolution No. 2012-0061 delegates to the Executive Director the authority to issue a decision or order by settlement of the parties under Government Code section 11415.60.

<sup>2</sup> As noted, the number of connections is disputed by the Water System, which contends there is only one connection to the water source supply.

Prior to January 1, 2022, Stanislaus County Department of Environmental Resources, Division of Environmental Health (DER) regulated the Water System. During its regulatory oversight, DER issued the Water System Compliance Order DER-18R-008 after the Water System exceeded the maximum contaminant level (MCL) for nitrate. Compliance Order DER-18R-008 required, among other actions, that the Water System submit a Corrective Action Plan that proposed improvement to the system to resolve the exceedance. DER subsequently issued three amendments to Compliance Order DER-18R-008 and issued Citation DER-19C-003.

After regulatory oversight of the Water System transferred to the Division on January 1, 2022, the Division issued Citation No. 01-10-22C-004 for failure to comply with Compliance Order DER-18R-008, Amendment 03 to Compliance Order DER-18R-008, Permit 2018-03-017, Citation DER-19C-003, Health and Safety Code section 116555, subdivision (a)(1), and title 22 of the California Code of Regulations, sections 64431, 64418, subdivision (a)(6), and 64418.8, subdivision (a)(3). Citation NO. 01-10-22C-004 required the Water System to comply with several directives by June 30, 2022. The Division did not receive a response or any deliverables from the Water System by that date.

On August 17, 2022, the Deputy Director of the Division issued the Notice of Intent to Revoke the Water System's permit pursuant to Health and Safety Code section 116625, subdivision (a). The Notice of Intent to Revoke is attached to the Settlement Agreement. The Notice of Intent to Revoke alleged that the Water System had failed to comply with the terms of its permit, the requirements of the Safe Drinking Water Act and its implementing regulations, and the terms of the compliance order and citations issued to the Water System. The Notice of Intent to Revoke provided the Water System an opportunity to request a hearing by September 30, 2022 to contest the proposed revocation.

On September 14, 2022, the Division received a letter from Mr. Steinberg requesting a hearing on the proposed permit revocation. On October 24, 2022, I assigned this matter to the State Water Board's Administrative Hearings Office.

The Water System and the Prosecution Team engaged in settlement negotiations and have agreed to settle the matter without an administrative hearing.

### **3.0 SETTLEMENT AGREEMENT**

The Water System and the Prosecution Team executed the settlement agreement, dated April 18, 2023, that is attached hereto (Settlement Agreement). Under the terms of the Settlement Agreement, the Water System stipulates to request cancelation of the hearing on the proposed revocation, waives the right to petition for reconsideration of this Order, and agrees to comply with the required actions and all other terms and conditions that are described in the Settlement Agreement and incorporated herein. In the event that the Water System fails to install the point

of use devices in accordance with the terms of the Settlement Agreement, the Water System also stipulates to revocation of its permit.

**ORDER**

**IT IS HEREBY ORDERED THAT** the attached Settlement Agreement between the Prosecution Team and the Water System is approved. The Water System must perform all of the following actions:

1. Install point of use (POU) devices in the public restrooms by May 26, 2023.
2. Display a sign stating “Do Not Drink” or equivalent sign in the bake shop restroom within 2 weeks of the effective date of the Settlement Agreement.
3. Attachment of a sign stating “Do Not Drink” or equivalent sign to the two hose bibs at the bake shop within 2 weeks of the effective date of the Settlement Agreement.
4. Consent to an inspection of the system by Division staff within two weeks of installation of the two additional POU devices.

STATE WATER RESOURCES CONTROL BOARD

Signed original available upon request  
Eileen Sobeck  
Executive Director

June 1, 2023  
Date

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and between Mathew Steinberg, as owner of the Bloomingcamp Water System (Water System), and the State Water Resources Control Board (State Water Board) Division of Drinking Water (Division) Prosecution Team, referred to hereinafter jointly as the Parties.

### **RECITALS**

1. The Water System is regulated under Domestic Water Supply Permit No. 2018-03-017. The Water System serves two residences, one mobile home (Oak Mobile Home), an apple press room, a bakery, and two public restrooms. The Water System is located at 10528 Highway 120, Oakdale, CA 95361 in the unincorporated area of Stanislaus County adjacent to the City of Oakdale. The Water System is classified as a transient noncommunity water system with seven connections, serving a population of 25 or more individuals at least 60 days out of the year.<sup>1</sup> The Water System currently consists of one well, two pressure tanks, five point of use treatment devices (POUs), and the distribution system. The Division acknowledges that the Water System disagrees with the Division's determination that there is more than one connection as defined by applicable law.
2. Regulatory oversight of the Water System was transferred from Stanislaus County Department of Environmental Resources, Division of Environmental Health (DER) to the Division on January 1, 2022. While under its regulatory oversight, DER issued the Water System Compliance Order DER-18R-008 after the Water System exceeded the maximum contaminant level (MCL) for nitrate. DER also issued three amendments to Compliance Order DER-18R-008 and issued Citation DER-19C-003.
3. On May 4, 2022, after transfer of regulatory oversight, the Division issued Citation No. 01-10-22C-004 to the Water System for failure to comply with Compliance Order DER-18R-008, Amendment 03 to Compliance Order DER-18R-008, Permit 2018-03-017, Citation DER-19C-003, Health and Safety Code section 116555, subdivision (a)(1), and title 22 of the California Code of Regulations, sections 64431, 64418, subdivision (a)(6), and 64418.8,

---

<sup>1</sup> As noted, the number of connections is disputed by the Water System, which contends there is only one connection to the water source supply.

subdivision (a)(3). Citation No. 01-10-22C-004 required the Water System to comply with several directives by June 30, 2022. The Division did not receive a response or any deliverables from the Water System by that date.

4. On August 17, 2022, the Deputy Director of the Division issued a Notice of Intent to Revoke Domestic Water Supply Permit No. 2018-03-017 to the Water System pursuant to Health and Safety Code section 116625, subdivision (a). The Notice of Intent to Revoke is included as Attachment A to this Settlement Agreement. The Notice of Intent to Revoke alleges that the Water System failed to comply with the terms of its permit, the requirements of the Safe Drinking Water Act and its implementing regulations, and the terms of the compliance order and citations issued to the Water System. The Notice of Intent to Revoke provided the Water System an opportunity to request a hearing by September 30, 2022 to contest the proposed revocation.
5. On September 14, 2022, the Division received a letter from Mr. Steinberg requesting a hearing on the proposed permit revocation.
6. Following Mr. Steinberg's request for a hearing, the Executive Director of the State Water Board assigned the matter to the State Water Board's Administrative Hearings Office. A hearing was initially scheduled for March 3, 2022 but was subsequently rescheduled to April 19, 2022 after a prehearing conference and briefing from the Parties.
7. The Parties engaged in settlement negotiations and have agreed to settle the matter without an administrative hearing or civil litigation by presenting this Settlement Agreement and a proposed Order to the State Water Board's Executive Director for adoption as an Order by settlement, pursuant to Government Code section 11415.60.
8. This Settlement Agreement will become effective when the State Water Board's Executive Director issues an Order approving the settlement, provided that the Parties concur on any substantive changes to the approving Order proposed by the Executive Director.

## **STIPULATIONS**

**NOW, THEREFORE**, in consideration of these Recitals and in consideration of the mutual covenants set forth in this Settlement Agreement, the Parties do hereby agree to settle the proposed permit revocation as follows:

1. **Recitals Incorporated.** The preceding Recitals are incorporated herein.
2. **Settlement Conditionally Confidential.** Unless and until the State Water Board's Executive Director issues an Order approving this Settlement Agreement, this Settlement Agreement is a confidential settlement document subject to all the limitations on admissibility set forth in California Evidence Code sections 1152 and 1154. Furthermore, pursuant to Government Code section 11415.60, this Agreement is not admissible in an adjudicative proceeding or civil action for any purpose.
3. **Required Actions.** The Water System agrees to complete the following required actions by the deadlines specified below:
  - a) Installation of two point of use (POU) devices by May 26, 2023. If an unanticipated or unforeseeable delay, not attributable to the Water System were to occur, additional time will be provided by the State Water Board, consistent with Stipulated Paragraph 6. The Water System submitted a Treatment Strategy, Operation and Maintenance Program, and Monitoring Program to the Division on April 2, 2023. The treatment strategy proposed a total of seven POU devices for the system, with two additional POU devices to be installed in the public restroom buildings. Division staff reviewed the April 2 Treatment Strategy, Operation and Maintenance Program, and Monitoring Program and approved the submittal.
  - b) Placement of a sign stating "Do Not Drink" or equivalent sign in the bake shop restroom within 2 weeks of the effective date of this Agreement. The water dispensed from the faucet in the bake shop restroom is not treated and must display a sign to alert individuals that the water is non-potable.
  - c) Attachment of a sign stating "Do Not Drink" or equivalent sign to the two hose bibs at the bake shop within 2 weeks of the effective date of this Agreement. The water dispensed from the hoses is not treated and should have tags to alert individuals that the water is non-potable.
  - d) Inspection of the system within two weeks of installation of the two additional POU devices. The Water System consents to an inspection of the system by Division staff to confirm the POU devices are installed in the two public restrooms and that the signs/tags, required in subparagraphs b) and c) above, are displayed.

4. **Stipulation to Request Cancellation of Hearing.** The Water System will work with the Prosecution Team to jointly submit this Settlement Agreement to the Executive Director and request that a notice of cancellation of the hearing be issued by the Administrative Hearings Office.
5. **Stipulation to Revocation.** If the Water System fails to install the POU devices in the public restrooms by May 26, 2023 as required by this Agreement, and subject to Stipulated Paragraph 6, the Water System stipulates to revocation of Domestic Water Supply Permit No. 2018-03-017 and waives its right to request a hearing on the revocation or petition for reconsideration of the revocation action.
6. **Unforeseeable delay.** In the event of an unforeseeable delay, not attributable to the Water System, that precludes installation of the two POU devices by May 26, 2023, the Deputy Director of the Division will determine the extent of additional time warranted based on the nature of the delay. The Water System must notify the Division, by emailing Gena Farley at [gena.farley@waterboards.ca.gov](mailto:gena.farley@waterboards.ca.gov), within 48 hours of discovering any delay that would impact installation of the POU devices by May 26, 2023 and provide the Division with the reason for the unforeseeable delay. Any new deadline that is provided remains subject to the Parties' stipulation in Stipulated Paragraph 5.
7. **State Water Board Authority.** This Settlement Agreement is not intended to and shall not be construed to limit or preclude the State Water Board from exercising its authority under any statute, regulation, ordinance, or other law.
8. **Waiver of Reconsideration.** The Water System waives its right to request reconsideration of the State Water Board Executive Directors' Order approving this Settlement Agreement, provided no material modifications to this Settlement Agreement or additional requirements beyond the requirements of this Settlement Agreement are included in that Order.
9. **Independent Judgment.** Each Party represents and declares that in executing this Settlement Agreement it is relying solely on its own judgment, knowledge, and belief concerning the nature, extent and duration of its rights and claims, and that it has not been influenced to any extent whatsoever in the execution of this Settlement Agreement by any representations or statements regarding any matters made by other parties hereto or by any person representing them.

10. **No Precedent.** This Settlement Agreement involves unique facts and legal issues and shall not be used as a precedential decision of the State Water Board.
11. **Additional Documents.** Each Party agrees that it will cooperate fully in executing any additional documents necessary to give full effect to this Settlement Agreement.
12. **Entire Agreement.** This Settlement Agreement reflects and represents the entire agreement between and among the Parties and supersedes any and all prior understandings, representations, and agreements whether written or unwritten. Each Party represents that it has not relied on any inducements, promises, or representations made by the other party other than those contained in this Settlement Agreement.
13. **Mutual Agreement.** The Parties have agreed to the language in this Settlement Agreement. This Settlement Agreement shall not be construed against the party that drafted this Settlement Agreement or any portion of this Settlement Agreement.
14. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
15. **Reasonableness of Settlement.** The Parties represent and warrant that this Settlement Agreement is made in good faith and in full recognition of the implications of such agreement.
16. **Section Headings.** The Parties intend that the paragraph headings of this Settlement Agreement be used solely as a convenient reference and that they shall not in any manner amplify, limit, modify, or otherwise aid in the interpretation of this Settlement Agreement.
17. **Effective Date.** This Settlement Agreement shall become effective immediately upon issuance of the State Water Board Executive Director's Order Approving the Settlement Agreement.
18. **Choice of Law.** This Settlement Agreement shall be interpreted and governed by the laws of the State of California.



19. **Authorization.** Each Party warrants that the individual executing this Settlement Agreement on behalf of such Party is duly authorized to do so.

20. **No Waiver of Other Requirements.** Nothing in this Settlement Agreement shall excuse the Water System from meeting any other applicable requirement, legislation, regulation, or other authority.

**IT IS SO STIPULATED.**

State Water Board, Division of Drinking Water Prosecution Team

By: Signed original available upon request  
Darrin Polhemus  
Deputy Director

April 18, 2023  
Date

Bloomingscamp Water System

By: Signed original available upon request  
Mathew Steinberg  
Owner

April 18, 2023  
Date

Attachment A: Notice of Intent to Revoke