

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
NORTH COAST REGION**

In the matter of:	)	
	)	
<b>CEASE AND DESIST ORDER</b>	)	
<b>R1-2021-0027 (PROPOSED)</b>	)	
<b>REQUIRING DEAN SOILAND, DOING</b>	)	<b>STIPULATION FOR ENTRY OF CEASE</b>
<b>BUSINESS AS BODEAN CO., INC.</b>	)	<b>AND DESIST ORDER</b>
<b>SANTA ROSA HOT PLANT</b>	)	<b>R1-2021-0027 (PROPOSED)</b>
<b>SONOMA COUNTY</b>	)	
<b>TO CEASE AND DESIST ONGOING</b>	)	
<b>AND THREATENED VIOLATIONS OF</b>	)	
<b>GENERAL PERMIT FOR STORM</b>	)	
<b>WATER DISCHARGES ASSOCIATED</b>	)	
<b>WITH INDUSTRIAL ACTIVITIES, STATE</b>	)	
<b>WATER RESOURCES CONTROL</b>	)	
<b>BOARD ORDER 2014-0057 DWQ,</b>	)	
<b>NPDES ORDER CAS00001</b>	)	

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**Section I: INTRODUCTION**

This Stipulation for Entry of Cease and Desist Order R1-2021-0027 (PROPOSED) (Stipulation) and Cease and Desist Order R1-2021-0027 (PROPOSED) (Proposed CDO) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), and Dean Soiland, doing business as BoDean Co., Inc. (Discharger), as owner and operator of Santa Rosa Hot Plant, on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the Discharger (together, the Parties).

**Section II: RECITALS**

1. The Santa Rosa Hot Plant is located at 1060 Maxwell Drive in Santa Rosa, Sonoma County (Facility). The Facility is regulated by the General Permit for Storm Water Discharges Associated with Industrial Activates, State Water Resources Control Board (State Water Board) Order 2014-0057 DWQ, National Pollutant Discharge Elimination System (NPDES) No. CAS00001 (Industrial General Permit).
2. The Dischargers are alleged to have violated the Industrial General Permit. The specific alleged violations are described in the Proposed CDO, which is attached hereto and incorporated by reference.

Stipulation for Entry of Cease and Desist Order R1-2021-0027 (PROPOSED)

3. Section 13301 of the California Water Code (Water Code) states, in relevant part, that: “When a regional board finds that a discharge of waste is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the regional board or the state board, the board may issue an order to cease and desist and direct that those persons not complying with the requirements or discharge prohibitions (a) comply forthwith, (b) comply in accordance with a time schedule set by the board, or (c) in the event of a threatened violation, take appropriate remedial or preventive action...Cease and desist orders may be issued directly by a board, after notice and hearing.”
4. The Parties have engaged in settlement negotiations and agree to present this Stipulation and Proposed CDO to the Regional Valley Water Board for adoption as decision by settlement, pursuant to Government Code section 11415.60.

### **Section III: STIPULATIONS**

The Parties stipulate to the following:

1. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.
2. **Waiver of Hearing:** The Dischargers have been informed of the rights provided by Water Code section 13301, and hereby waive their right to a full evidentiary hearing, and agree to have the item heard by the Regional Water Board as an uncontested item.
3. **Attorney’s Fees and Costs:** Each Party shall bear all attorneys’ fees and costs arising from the Party’s own counsel in connection with the matters set forth herein.
4. **Interpretation:** This Stipulation and Proposed CDO shall be construed as if the Parties prepared each jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
5. **Advocating for Adoption of the Proposed CDO:** The Parties expect the Regional Water Board to consider adoption of the Proposed CDO within 90 days of execution of this Stipulation. The Parties agree to have a representative appear before the Regional Water Board at a public meeting to consider adoption of the Proposed CDO, and to speak in support of adoption of the Proposed CDO if requested to do so by the Regional Water Board.
6. **Matters Covered:** This Stipulation and Proposed CDO resolves only the issuance of a Cease and Desist Order pursuant to Water Code section 13301. This Stipulation and Proposed CDO does not preclude the Regional Water Board or any other state, local or federal agency from seeking to impose civil liability for any



of the violations alleged in the Proposed CDO or any future violations. In addition, this Stipulation and Proposed CDO does not preclude the Regional Water Board or any other state, local or federal agency from requiring cleanup pursuant to Water Code section 13304, or from taking any other action to abate the effects of the discharge, as allowed by law.

7. **Modification:** This Stipulation shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, and signed by all Parties. The Parties acknowledge that the Regional Water Board may make minor, non-substantive amendments to the Proposed CDO prior to adoption and without approval by the Parties, including assignment of a final order number. The Parties agree that any substantive revisions to the Proposed CDO must be agreed to by all Parties and approved by the Regional Water Board.
8. **If the Proposed CDO Does Not Take Effect:** In the event that the Proposed CDO does not take effect because it is not approved by the Regional Water Board, or is vacated in whole or in part by the State Water Board or a court, the Parties agree that this Stipulation will be void and acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to issue a Cease and Desist Order, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
  - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter, except that the Discharger may object to members of the Prosecution Team serving as advisors to the Regional Water Board in any such subsequent administrative or judicial proceeding or hearing and may object to the Regional Water Board members or their advisors participation in contested evidentiary hearing on grounds not related to the settlement process addressed in this paragraph, or;
  - b. Laches or delay or other equitable defenses based on the time-period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
9. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Proposed CDO for review by the State



Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.


10. **The Discharger's Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of any matter expressly addressed and resolved by this Stipulation or Proposed CDO.
11. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.
12. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulation may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
13. **Effective Date:** This Stipulation is effective and binding on the Parties upon execution. The Proposed CDO, as may be modified in accordance with Paragraph 9, shall be effective upon issuance by the Regional Water Board.

**IT IS SO STIPULATED.**

**California Regional Water Quality Control Board, North Coast  
Prosecution Team**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Claudia Villacorta, P.E.**  
**Assistant Executive Officer**

**BoDean Co., Inc.**  
**Dean Soiland**

Date: 8.4.21 By:   
**Dean Soiland**

BoDean Santa Rosa Hot Plant

Attachment 1: Proposed CDO No. R1-2021-0027