
**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER QUALITY**

IN THE MATTER OF
Westland Construction, Inc.
C/O Stanley A. Houghton
1411 W 1250 S, STE 200
Orem, Utah 84058

**ADMINISTRATIVE SETTLEMENT
AGREEMENT**

Docket No. I21-01

This Administrative Settlement Agreement (“Settlement”) is entered into voluntarily by and between the Director of the Utah Division of Water Quality (“Director”), under the Director’s legal authorities described below, and Westland Construction, Inc. (“Westland”) in its capacity as the operator legally responsible for the alleged discharge of treated groundwater at the Noorda College Development Site (“Facility”), jointly referred to hereafter as “the Parties.” By entering into this Agreement, the Parties wish, without further administrative or judicial proceedings, to stipulate to civil penalties and associated administrative costs arising out of alleged violations of the Utah Water Quality Act, Utah Code § 19-5-101 through 19-5-126 (the “Act”), and corresponding regulations in the Utah Administrative Code R317-1-1 through R317-801-6 (“Water Quality Rules”) and R305-7-101 through R305-7-611.

1. The Director has authority to administer the Act pursuant to Utah Code § 19-1-105(1)(e), and to enforce the Water Quality Rules in Utah Administrative Code R317 through the issuance of orders, as specified in Utah Code §§ 19-5-106(2)(d) and -111. The Director also has authority to settle any civil action initiated to compel compliance with the Act and implementing regulations pursuant to Utah Code § 19-5-106(2)(k).
2. Westland is a “person” as that term is defined in Utah Code § 19-1-103(4).
3. For the purposes of this Settlement, only, the Parties agree to and stipulate to findings and violations identified in the January 29, 2021 Notice of Violation and Compliance Order (“NOV/CO”), Docket No. I21-01 and to the findings described below.
4. Pursuant to the NOV/CO, on February 23, 2021, Westland submitted a response to the Division of Water Quality (“Division”) that included the following information:
 - a. The Facility discharged water into Mill Race between January 4, 2021 and January 5, 2021. No unpermitted discharges occurred after January 5, 2021.
 - b. The secondary outfall into Mill Race was constructed to bypass the primary outfall, which was temporarily disassembled to allow trash cleanup/removal.

- c. The filtration system applied to the secondary outfall was identical to the primary outfall. Groundwater sampling conducted between October and December 2020 indicated that no contaminants exceeded permit parameters. Westland had a second dewatering permit that allowed for discharges into Mill Race, approximately 1,500 feet north of the secondary outfall location.
 - d. Westland discontinued all unpermitted discharges from the secondary outfall and ensured that no further unpermitted discharges would occur by removing all discharge lines and filter systems from the secondary outfall. Westland communicated to all project personnel the difference in permit coverage for each permit, and continued to monitor for known or suspected contaminants from all onsite groundwater discharges in accordance with the established permits.
5. Westland timely complied with the requirements in the NOV/CO to the Director's satisfaction, such that no further remedial action to address the violations is necessary.
6. The Parties voluntarily enter into this Settlement to resolve the NOV/CO without the necessity of further administrative or judicial proceedings
7. Based on the application of the Divisions penalty policy, contained in the Utah Administrative Code R317-1-8, to the violations specified in the NOV/CO, Westland agrees to pay a total amount of \$6,437.50, which is made up of the following sums:
 - a. A penalty in the amount of \$3,000.00 based on the Division's application of the penalty policy outlined in Utah Administrative Code R317-1-8; and
 - b. Associated investigative costs in the amount of \$3,437.50.
8. This Settlement and penalty are subject to a thirty (30) day notice and comment. The Parties each reserve the right to withdraw from this Settlement if comments received during the notice period result in a modification to the terms and conditions.
9. This Settlement will be final after the thirty-day notice and comment period, on the date the Director signs the Settlement.
10. Westland agrees that within thirty (30) calendar days of receiving the signed and final Settlement from the Director, Westland shall submit payment in the amounts specified in paragraph 7 above, using one of the following methods:
 - a. CHECK— Payable to the Division of Water Quality. The payment shall be sent to:

Division of Water Quality
PO Box 144870
Salt Lake City, Utah 84114-4870

FOR THE UTAH DIVISION OF WATER QUALITY

By: _____
John K. Mackey, P.E.
Director

Date: _____ (Effective Date)

FOR Westland Construction, Inc.

By: J. R. Long
Title: Director
Date: Feb 16, 2023

DWQ-2022-031834