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

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**IN THE MATTER OF:**

RALPH L. WADSWORTH  
CONSTRUCTION COMPANY, LLC  
UPDES Permit No. UTRC02565

**ADMINISTRATIVE SETTLEMENT  
AGREEMENT**

Docket No. M21-15

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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 Ralph L. Wadsworth Construction Company, LLC (“RLW”) in its capacity as the operator legally responsible for the operation of I80; 1300 E to 2300 E & I-215; and 3300 S to 4500 S located in Salt Lake County (“Project”), jointly referred to hereinafter 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”); corresponding regulations in the Utah Admin. 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 Admin. 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. RLW is a “person” as that term is defined in Utah Code § 19-1-103(4).
3. For the purposes of this Settlement, the Parties agree to and stipulate to the findings and violations identified in the Notice of Violation and Compliance Order Docket No. M21-15 (“NOV/CO”) issued on October 6, 2021, and as described below.
4. The following paragraphs are an account of additional impacts and actions that occurred after the issuance of the NOV/CO.
5. For the purposes of this Settlement, the Parties agree to and stipulate to the findings and violations associated with the turbidity incident that occurred on January 26, 2022, as further described below.
6. In response to the NOV/CO, RLW submitted “*NOV/CO, Docket No. M21-15; DWQ-2021-020450 Response*” on November 01, 2021 (“Report”). The Report complied with the requirements in the NOV/CO to the Director’s satisfaction.

7. The Report documents that bulkheads were not installed per quality control procedures identified in the Cellcrete Submittal Package that RLW provided to the Division on July 31, 2021. It was determined that this led to the illicit discharge of concrete slurry to Mill Creek that occurred on July 29, 2021.
8. In Attachment C of the Report ("*Ralph L. Wadsworth Mitigation and Restoration Efforts*"), RLW states daily cleanup efforts were conducted from July 29, 2021 to August 4, 2021.
9. On August 04, 2021, the Division of Water Quality ("Division") inspected areas of Mill Creek impacted by the release and observed remnants of the released material (concrete slurry) within the creek, located behind a private residence along Millcreek Canyon Road. The Division requested that the remaining material be removed.
10. On August 12, 2021 and August 24, 2021, RLW was notified of additional observed concrete slurry within Mill Creek. RLW responded with additional mitigation efforts on August 12, 2021 and August 24, 2021 through August 27, 2021.
11. On July 30, 2021, through an incident hotline established by Utah Department of Transportation ("UDOT"), RLW was notified of additional locations within Mill Creek where the released concrete slurry material was observed. The hotline was created to document and communicate concerns from the general public regarding the illicit discharge of concrete slurry. The hotline received the following reports between July 30, 2021 and August 05, 2021 regarding the illicit discharge of concrete slurry:
  - a. Three calls reporting observed fish kill along Mill Creek over a three-day period.
  - b. One call of a canine becoming ill after drinking water from Mill Creek.
  - c. One call reporting chemical burns a child developed after playing in Mill Creek on July 29, 2021.
12. RLW conducted mitigation and restoration efforts in Mill Creek to recover the released concrete slurry over a total of 30 calendar days.
13. RLW timely complied with the requirements in the NOV/CO to the Director's satisfaction, such that no further remedial action to address the violation is necessary.
14. On January 26, 2022, the Division received verbal notification of discoloration and turbidity in Mill Creek near a storm sewer outfall located at approximately 3612 Virginia Way, Salt Lake City, UT 84019. A report for this notification was entered into the Utah Department of Environmental Quality Environmental Incidents Database and assigned incident number 15397.
15. At approximately 12:30 pm on January 27, 2022, Division representatives inspected the Project. During this inspection, RLW verbally reported to the Division that the 8-foot culvert located under I-215 was punctured during vertical drilling operations as part of the

Project. Potable water was then used by RLW to clean the drill hole by flushing out the sediment which was then discharged through the culvert and into Mill Creek.

16. The Parties voluntarily enter into this Settlement to resolve the violations identified both in the NOV/CO as well as this Settlement without the necessity of further administrative or judicial proceedings.
17. RLW agrees to pay a civil penalty in the amount of **\$117,243.95**, based on the Division's application of the penalty policy outlined in Utah Administrative Code R317-1-8.
18. This Settlement and penalty are subject to a thirty (30) calendar day notice and comment period. 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.
19. This Settlement will be final after the thirty-day notice and comment period, on the date the Director signs the Settlement.
20. RLW agrees that within thirty (30) calendar days of receiving the signed and final Settlement from the Director, RLW shall submit payment in the amount specified in paragraph 12 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
  - b. OTHER – For other available payment options, please contact the Division of Water Quality Finance staff at [eqwqfinance@utah.gov](mailto:eqwqfinance@utah.gov)
21. RLW agrees that if it fails to make the required payment within thirty (30) calendar days of receiving the signed and final Settlement from the Director, the Director reserves the right to rescind the Settlement and seek the full penalty amount authorized under the Act, currently authorized at \$10,000 per violation per day.
  - a. Prior to rescinding the Settlement, the Director shall provide written notice to RLW of its default and will provide fourteen (14) calendar days to cure the default. If payment is not received within the fourteen (14) calendar day default period, the Director is authorized, without providing written notice to RLW, to begin a civil action for all appropriate relief provided under the Act, including seeking the full penalty amount authorized under the Act.
22. RLW agrees to the terms, conditions and requirements of this Settlement. By signing this Settlement, RLW understands, acknowledges and agrees that it waives: (1) the opportunity for an administrative hearing pursuant to Utah Code § 19-1-301; (2) the right to contest the finding(s) in the NOV/CO; and (3) the opportunity for judicial review.


23. The Parties mutually agree that this Settlement is entered in good faith and is an appropriate means to resolve the matters specified herein.
24. The violations described herein will constitute part of RLW compliance history where such history is relevant, including any subsequent violations. RLW understands and agrees that this Settlement is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
25. This Settlement, when final, is binding upon RLW and any corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrants that it is authorized to legally bind their respective principals to this Settlement.

FOR THE UTAH DIVISION OF WATER QUALITY

By: \_\_\_\_\_  
John K. Mackey, P.E.  
Director, Utah Division of Water Quality

Date: \_\_\_\_\_ (Effective Date)

FOR RALPH L. WADSWORTH CONSTRUCTION COMPANY, LLC

By:  \_\_\_\_\_  
Title: Project Manager  
Date: 12/1/2023