

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

**IN THE MATTER OF
CLAWSON GENERAL CONTRACTING, LLC
C/O Brian Jackson, Project Manager
138 West 320 South, #A101
Kamas, UT 84036**

SETTLEMENT AGREEMENT

Docket No. I20-03

This Administrative Settlement Agreement (hereinafter "**Settlement**") is between the Director of the Utah Division of Water Quality ("**Director**") and Clawson General Contracting, LLC ("**Respondent**") pursuant to the Director's authority to administer the Utah Water Quality Act. The **Director** and **Respondent** are sometimes referred to hereinafter as "**the Parties**."

1. The **Director** has authority to administer the Utah Water Quality Act ("the **Act**") pursuant to Utah Code Section 19-1-105(1)(e), and has authority to enforce rules through the issuance of orders, as specified in Utah Code Sections 19-5-106(2)(d) and 19-5-111. The **Director** also has authority to settle any civil action initiated to compel compliance with the **Act** and implementing regulations pursuant to Utah Code Section 19-5-106(2)(k).
2. **Respondent** is a "person" as that term is defined in Utah Code Section 19-1-103(4).
3. This **Settlement** is entered into for the purposes of avoiding further administrative enforcement based upon the following findings and violation[s]:
4. On or about March 23, 2020, an inspector for the Utah Division of Water Quality (Division) was notified of a sediment discharge into Jordanelle Reservoir via a culvert under Highway 189, originating from a large construction project on the west side of Highway 189, the "Mayflower Mountain Resort Development" construction site located near 9143 N Mayflower Mine Road, Heber City in Wasatch County, Utah. The inspector visited the locations where the photos were taken on March 26, 2020 and confirmed a large amount of sediment including rock and gravel had been deposited from the culvert to the ponds and stream channel and was continuing to discharge highly turbid and sediment laden water fed solely by the Mayflower construction project. The sediment-laden water flowed from the culvert down Big Dutch Pete Hollow into Jordanelle Reservoir, approximately 375 yards away. The inspector interviewed the Jordanelle Park Manager, who stated the discharge was first observed by park staff on Monday, March 16, 2020 and occurred sometime between then and the evening of Saturday, March 14, 2020.
5. In response to the discharge, the **Director** issued a Notice of Violation and Compliance Order Docket No. I20-03 (NOV/CO) to **Respondent** on April 8, 2020
6. From March 16, 2020 through April 1 2020, Clawson and Chris Manning, a representative of Extell Utah, improved the Best Management Practices (BMPs) on site

that failed and are believed to have caused the discharge and they cleaned up the discharge area on the opposite side of the highway from the site to the satisfaction of Jordanelle State Park.

7. On March 27, 2020, the operator provided the inspector with a copy of the site SWPPP and the corresponding self-inspection reports. Upon review of the SWPPP, the inspector found that the SWPPP was not signed by a responsible corporate officer. Since then, documentation was provided by the **Respondent** of the SWPPP being signed by a corporate officer on March 31, 2020.
8. The **Parties** voluntarily enter into this **Settlement** to resolve the NOV/CO issued to the **Respondent** without the necessity of further administrative or judicial proceedings.
9. **Respondent** understands and agrees that a penalty in the amount of \$13,179.13 is appropriate based on the application of DWQ's penalty policy contained in Utah Administrative Code R317-1-8 as applied to the violation(s) under the circumstances specified herein. This proposed settlement and penalty is subject to a thirty (30) day notice and comment period as provided for in Utah Administrative Code R305-7-402. 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.
10. By entering into this **Settlement**, **Respondent** neither admits nor denies the findings, violations or deficiencies specified herein.
11. Respondent agrees to the terms, conditions and requirements of this **Settlement**. By signing this **Settlement**, Respondent 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 Notice of Violation and Compliance Order, Docket No. I19-05; and (3) the opportunity for judicial review.
12. The **Parties** mutually agree that this **Settlement** is entered in good faith and is an appropriate means to resolve the matters specified herein.
13. This **Settlement** will be final after the thirty day notice and comment period, on the date the **Director** signs the **Settlement**,
14. **Respondent** agrees that within fifteen (15) calendar days of receiving the signed and final **Settlement** from the **Director**, Respondent shall submit a certified or cashier's check written to the Division of Water Quality in the amount specified in paragraph 8, above and hand deliver or send by certified mail to:

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

15. Notwithstanding paragraph 11 above, the violations described herein will constitute part of **Respondent's** compliance history where such history is relevant, including any subsequent violations. **Respondent** 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.
16. This **Settlement**, when final, is binding upon **Respondent** 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**.

ACCEPTED BY CLAWSON GENERAL CONTRACTING, LLC:

Name (print) Brandon Clawson

Title (print) MP/owner

Signature 

Date _____

DIVISION OF WATER QUALITY

Erica Brown Gaddis, PhD
Director

Date _____