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. 120-03 (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. 119-05; 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:
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)  VP/Owner
Signature
Date

DIVISION OF WATER QUALITY

Erica Brown Gaddis, PhD
Director

Date

DWQ-2020-012718