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Erica Brown Gaddis, PhD
Director

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DWQ-2019-019376cjh

January 9, 2020

DIVISION OF WATER QUALITY
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
PUBLIC NOTICE OF CLEARFIELD JUNCTION APARTMENTS EXPEDITED SETTLEMENT OFFER

PURPOSE OF PUBLIC NOTICE

THE PURPOSE OF THIS PUBLIC NOTICE IS TO SOLICIT COMMENT ON THE EXPEDITED SETTLEMENT OFFER (ESO) BETWEEN THE STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER QUALITY ("DIVISION") AND CLEARFIELD JUNCTION LLC. THE ESO CONTAINS PENALTIES FOR VIOLATIONS OF THE STORM WATER RULES ON THE CLEARFIELD JUNCTION APARTMENTS CONSTRUCTION SITE IN CLEARFIELD UTAH. THE ESO IS PROVIDED UNDER THE AUTHORITY OF THE UTAH WATER QUALITY ACT, TITLE 9, CHAPTER 5, SECTION 115.

PERMIT INFORMATION

NAME: EXPEDITED SETTLEMENT OFFER FOR CLEARFIELD JUNCTION APARTMENTS.

BACKGROUND

The Utah Pollutant Discharge Elimination System (UPDES) General Permit for Discharges from Construction Activities (Permit No. UTRC00000) authorizes owners and operators of construction activities that meet the requirements of Part 1 of this permit to discharge pollutants in accordance with specific effluent limitations and conditions. The owner and operator, CLEARFIELD JUNCTION LLC, obtained coverage under this general permit on AUGUST 22, 2019 and was assigned permit number of UTR395659.

The Division conducted an inspection of the construction site on SEPTEMBER 10, 2019 in response to a complaint. The following violations were discovered during the inspection: The Stormwater Pollution Prevention Plan (SWPPP) and associated site map were incomplete and did not include required information; inspection reports were falsified and did not identify required corrective actions; concrete washout and paint residue was discharged onto the ground in four locations; construction waste, debris, and trash were improperly disposed of; and there was no secondary containment for oils and used batteries.

PUBLIC COMMENTS

The Expedited Settlement Offer is available for public review under "Public Notices" at www.waterquality.utah.gov/. Written public comments can be submitted to: Carl Adams, Utah Division of Water Quality, P.O. Box 144870, Salt Lake City, Utah 84114-4870 or by email at: carladams@utah.gov. The deadline to receive comments is by close of business on **30 DAYS FROM POSTING DATE**. After considering public comment, the Division of Utah Water Quality will execute the Expedited Settlement Offer or revise it.

DWQ-2019-019376

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STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER QUALITY

EXPEDITED SETTLEMENT OFFER

DOCKET NUMBER:

attached to this ESO: (1) a written description detailing how the deficiencies were corrected; and (2) representative photographs documenting the current conditions and the associated BMPs implemented at the Project.

- 10. The Parties mutually agree that this ESO is entered in good faith and is an appropriate means to resolve the matters specified herein.
- 11. This ESO will be final after the thirty day notice and comment period on the date the Director signs the ESO, at which time the civil penalty takes effect.
- 12. Operator agrees that within fifteen (15) calendar days of receiving the signed and final ESO from the Division Operator shall submit a certified or cashier's check written to the Division of Water Quality in the amount specified in paragraph 4, above and hand deliver or send by certified mail to:

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

- 13. Notwithstanding paragraph 7 above, the violations described herein will constitute part of Operator's compliance history where such history is relevant, including any subsequent violations. Operator understands and agrees that this ESO is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
- 14. This ESO, when final, is binding upon Operator 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 ESO.

ACCEPTED BY OPERATOR:

Name (print) Doreen Gilliland

Title (print) Manager

Signature [Handwritten Signature] Date 11-6-19

DIVISION OF WATER QUALITY

Erica Brown Gaddis, PhD, Director Date _____





EXPEDITED SETTLEMENT OFFER

DOCKET NUMBER:

This Expedited Settlement Offer (ESO), is entered into by and between the Division of Water Quality (DWQ) and Clearfield Junction LLC, pursuant to the Division's authority under the Utah Water Quality Act, Utah Code Ann. §§ 19-5-111, 19-5-115, UAC R317-1-8 and R317-8-3.9. The DWQ and Operator are sometimes jointly referred to hereinafter as "the Parties." Director" refers to the Director of DWQ.

1. Operator is a "person" as that term is defined in Utah Code Ann. § 19-1-103(4).
2. Operator is conducting "construction activity" at 101 N Main St, Clearfield, UT.
3. DWQ has issued a Construction Storm Water Program UPDES permit No. UTR395659 to Operator for the Project. The Permit is subject to specific terms, conditions and best management practices as provided for in UAC R317-8-3.9.
4. The attached "Expedited Settlement Offer Deficiencies Form" (ESODF), incorporated herein by reference, includes Findings which specify the conditions in violation of the Permit observed at the PROJECT during an on-site inspection conducted on (date). The ESODF is in lieu of an initial order or notice of violation to facilitate the purposes described hereinafter.
5. The Parties voluntarily enter into this ESO in order to: identify the actions necessary to correct the deficiencies observed at the Project; determine the amount of the civil penalty appropriate for the violation(s) based on the deficiencies alleged; and to conclude this matter without the necessity of further administrative or judicial proceedings. The Parties may agree to settle an action at any time through a Settlement Agreement as provided for in UAC R305-7-320.
6. Operator understands and agrees that a penalty in the amount of \$6,580 is appropriate based on the application of DWQ's penalty policy contained in UAC 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 UAC R305-7-402. The Parties each reserve the right to withdraw from this ESO if comments received during the notice period result in a modification to the terms and conditions.
7. By accepting this ESO, Operator neither admits nor denies the findings, violations or deficiencies specified herein.
8. Operator agrees to the terms, conditions and requirements of this ESO. By signing this ESO, Operator understands, acknowledges and agrees that it waives: (1) the opportunity for an administrative hearing pursuant to UCA 19-1-301; (2) the right to contest the finding(s) in the ESODF and the penalty amount specified herein; and (3) the opportunity for judicial review.
9. Operator certifies that all deficiencies identified herein have been corrected and that the Project is currently in full compliance with the terms and provisions of the Permit. Additionally, operator has

11/06/2017