

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

**In the Matter of:**

**CITY OF CORINNE  
C/O Brett Merkley, Mayor  
Kelly Nichols, Public Works Director  
& JL Nicholas, Public Works  
PO Box 118  
2420 North 4000 West  
Corinne, UT 84307  
UPDES Permit No. UT0020931**

**ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON  
CONSENT**

**Docket No. UTM-19-03**

This Administrative Settlement Agreement and Order on Consent (“Agreement”) is between the Director of the Utah Division of Water Quality (“Director”), and the City of Corinne (“Respondent”) pursuant to the Director’s authority to administer the Utah Water Quality Act (“Act”). The Director and Respondent are sometimes referred to hereinafter as “the Parties.” Respondent enters this agreement in its capacity as the operator who is legally responsible for the facility. The purpose of this Agreement is to resolve all issues concerning the Notice of Violation and Compliance Order, Docket No. UTM-19-03 issued against respondent on June 4, 2019.

**A. STATUTORY AUTHORITY**

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 Section 19-5-106(2)(d) and Section 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. The Director has been delegated authority by the U.S. Environmental Protection Agency (EPA) to administer the National Pollutant Discharge Elimination System (NPDES) permit program under the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. (CWA).
3. Respondent is a “person” as that term is defined in Utah Code Section 19-1-103(4).

**B. GENERAL PROVISIONS**

1. This Agreement resolves Notice of Violation and Compliance Order, Docket Number UTM 19-03.
2. By entering into this Agreement, Respondent makes no admissions concerning the findings and determinations. The Parties understand and agree that this Agreement is being entered into in good faith and is an appropriate means to resolve the matters specified herein without the need for further administrative proceedings.
3. Upon satisfactory compliance with the requirements in the Order section, the Director shall issue a notice to Respondent closing out this matter.
4. This Agreement does not in any way relieve Respondent of any other obligation imposed under the Act or any other state, federal, or local law, rule, or regulation.
5. Nothing contained in this Agreement shall preclude the Director from taking actions to include additional penalties against the Operator for future violations of this Agreement, and for future violations of State or Federal law.
6. Nothing in this Agreement shall constitute or be considered as a release from any other claims to include natural resource damage claims, causes of action, or demand in law or equity which the State may have against Respondent or any other person, firm, partnership or corporation for any liability arising out of or relating in any way to the release of pollutants to waters of the State.
7. The Effective Date of this Agreement shall be the date that this Agreement is signed by the Director.
8. As of the Effective Date, this Agreement shall constitute a final administrative order subject to the civil enforcement provisions in Utah Code Section 63G-4-501.
9. The dates set forth in the Order section of this Agreement may be extended in writing by the Director, in the Director's sole discretion, based on the Operator's showing of good cause. Good cause for an extension generally means events outside of the reasonable control of the Operator. However, the Director expects the Operator to employ reasonable means to limit foreseeable causes of delay. The timeliness of the Operator's request for an extension shall constitute an important factor in the Director's evaluation.
10. The person signing this Agreement on behalf of the Operator hereby represents to the Director that he or she has the full legal authorization to do so and agrees that the Director may rely on this representation.
11. By entering into this Agreement, Respondent neither admits nor denies the findings, violations or deficiencies specified herein.

**CITY OF CORINNE**  
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12. This Agreement will not be signed by the Director until after the thirty-day notice and public comment period, and [if applicable] approved by the Utah Water Quality Board (“Board”). If public comment and/or Board review result in any changes to the Agreement, Respondent will be so notified and have an opportunity to withdraw his or her signature.
13. 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 Agreement is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
14. This Agreement, 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 Agreement.
15. This Agreement may be modified with the signatures of both parties subject to any public notice requirements.

**C. FACTS AND DETERMINATIONS**

This Agreement is entered into for the purposes of avoiding further administrative enforcement based upon the following Facts and Determinations from the Director:

1. The City of Corinne (Corinne) operates the Corinne Wastewater Lagoon System (Corinne WLS) which consists of eight cells located in Corinne, Box Elder County, UT.
2. Corinne was issued UPDES permit # UT0020931, which became effective on June 1, 2016, and expires on May 31, 2021. This permit authorizes discharges from the Corinne WLS to the Bear River in accordance with specific limitations and conditions.
3. Corinne’s UPDES Permit Part III. H. specifies reporting conditions for noncompliance within twenty-four hours. Notification procedures were not followed for eight months from December 1, 2017 through December 31, 2018 for noncompliance events as required by its UPDES Permit.
4. Corinne submitted discharge monitoring report (DMR) forms to the Division in compliance with Corinne’s UPDES permit # UT0020931. Eight DMRs indicate UPDES permit effluent exceedances for Biological Oxygen Demand (BOD).

**D. CONSENT ORDER**

Based on the foregoing Findings and Determinations, the Agreement between the Parties, and good cause appearing, IT IS HEREBY ORDERED as follows:

1. Respondent agrees to pay a penalty in the amount of \$1,333.00, which was calculated and adjusted for circumstances in conformance with the penalty policy outlined in Utah Administrative Code R317-1-8.

Payment is to be made within thirty (30) days of the effective date of this Agreement by online payment, or check made payable to the State of Utah delivered or mailed to:

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

2. Respondent agrees to complete and submit a Reuse Project Plan as outlined in R317-3 within sixty (60) days of the effective date of this Agreement.

**E. PENALTY NOTICE**

All violations of the Utah Water Quality Act, the Water Quality Board Rules, and this Agreement will be strictly enforced during the time that this Agreement remains in effect. The Water Quality Act, Utah Code Section 19-5-115, provides that any person who violates a rule or order made or issued pursuant to the Act may be subject, in a civil proceeding, to a civil penalty of up to \$10,000 per day of violation. Under the Act, each day may be considered a separate violation. A violator may also be subject to injunctive relief pursuant to Utah Code Section 19-5-115(7).

**IT IS SO ORDERED AND AGREED.**

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

DIVISION OF WATER QUALITY

By: \_\_\_\_\_  
Erica B. Gaddis, PhD  
Director

AGREED to this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name:

Title: