This Administrative Settlement Agreement (hereinafter "Settlement") is between the Director of the Utah Division of Water Quality ("Director") and DAL Global Services, 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 November 28, 2019 at approximately 11:30 AM there was a non-emergency accidental discharge of an estimated 150 gallons of passenger airplane lavatory waste water onto the tarmac at or near the triturator in Room P1-MM in the Terminal 1 building at the Salt Lake International Airport (Airport). According to a follow up report submitted to the Division by Delta Air Lines on December 4, 2019, the discharge occurred when an employee of DAL Global Services, LLC, dba Delta Global Services (DGS) kicked a release switch on the drain valve of the lavatory waste tank truck which opened allowed the waste to flow onto the floor of the building. An unknown amount of sewage flowed outside the door into a nearby storm drain. The employee notified his supervisor of the discharge and was instructed to spread absorbent on the ground and disinfect the surface with bleach. The employee did not attempt to remove the waste from the storm drain. DGS did not report the discharge to the Division, Delta, or Airport Operations team.

5. On or about November 30, 2019, the residue of the discharge was discovered by employees of the Airport Operations team. At or about 11:25 AM a representative of Delta Air Lines contacted the Utah Department of Environmental Quality and reported the discharge (DEQ Incident Report #14225). DGS employees responded and used
additional absorbent and bleach to finish cleaning up the residue of the discharge, removed the absorbent, and disposed of it.


7. Respondent timely complied with the requirements in the NOV/CO to the Director’s satisfaction, such that no further remedial action to address the violation(s) is necessary.

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 $5,000.00 is appropriate based on the application of Division’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 Section 19-1-301; (2) the right to contest the finding(s) in the NOV/CO; 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 10, 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 DAL GLOBAL SERVICES LLC:**

Name (print) _____________________________

Title (print) _____________________________

Signature ________________________________

Date ________________

**DIVISION OF WATER QUALITY**

__________________________

Erica Brown Gaddis, PhD

Director

Date ________________

DWQ-2020-010000