

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

IN THE MATTER OF DAL GLOBAL SERVICES LLC C/O Corporation Service Company 15 West South Temple St. Salt Lake City, Utah 84101	SETTLEMENT AGREEMENT Docket No. I19-14
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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.

6. In response to the discharge, the **Director** issued a Notice of Violation and Compliance Order Docket No. I19-14 (NOV/CO) to **Respondent** on March 2, 2020.
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)

Mendrik Tennis

Title (print)

VP of Finance & Accounting

Signature



Date

DIVISION OF WATER QUALITY

Erica Brown Gaddis, PhD
Director

Date

DWQ-2020-010000