

## UTAH DIVISION OF WATER QUALITY

**IN THE MATTER OF  
QUESTAR GAS COMPANY dba  
DOMINION ENERGY UTAH**

**DOCKET NUMBER I18-06  
SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** (hereinafter "**AGREEMENT**") is in **SETTLEMENT** of a **NOTICE OF VIOLATION and COMPLIANCE ORDER**, Docket No. I18-06 (hereinafter "**NOTICE**"), issued on September 17, 2018, against **DOMINION ENERGY SERVICES, INC.** The proper named party should be **QUESTAR GAS COMPANY doing business as DOMINION ENERGY UTAH** (hereinafter "**DOMINION ENERGY**") which change is reflected in the caption. This **AGREEMENT** is between **DOMINION ENERGY** and the **DIRECTOR OF THE UTAH DIVISION OF WATER QUALITY** (hereinafter "**DIRECTOR**"), concerning violations of the *Utah Water Quality Act* (the *Act*), *Utah Code Annotated*, and the *Utah Administrative Code*.

1. The **DIRECTOR** has authority to administer the *Utah Water Quality Act, as amended 1953*, as specified in *UCA 19-5-106(2)(d)* (hereinafter the "**ACT**").
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 (CWA)*.
3. The parties desire to resolve this matter fully without further administrative proceedings except to the extent provided herein by entering into this **AGREEMENT**. Entering into this **AGREEMENT** is not an admission of liability or factual allegation set out in the **NOTICE**, nor is it an admission of or an agreement to any disputed facts or disputed legal theories, nor is it an admission of any violation of any law, rule, regulation or permit by **DOMINION ENERGY**.
4. The **DIRECTOR** will administer the terms and provisions of this **AGREEMENT**.
5. This **AGREEMENT** resolves the **NOTICE OF VIOLATION and ORDER**, Docket Number I18-06, between **DOMINION ENERGY** and the **DIRECTOR**, issued to **DOMINION ENERGY**, by the **DIRECTOR**. It does not in any way relieve **DOMINION ENERGY** from any other obligation imposed under the Act or any other State or Federal laws.
6. In resolution of said **NOTICE** in Paragraph 5 of this **AGREEMENT** **DOMINION ENERGY** agrees to pay a penalty in the amount of \$3,750.00, which was calculated and adjusted for circumstances in conformance with the penalty policy outlined in *UAC 317-1-8*.
7. 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  
P. O. Box 144870  
Salt Lake City, Utah 84114-4870

8. Nothing contained in this **AGREEMENT** shall preclude the **DIRECTOR** from taking additional actions against **DOMINION ENERGY** for permit violations not resolved by this **AGREEMENT**.
9. If an agreement between **DOMINION ENERGY** and the **DIRECTOR** cannot be reached in a dispute arising under any provision of this **AGREEMENT**, then **DOMINION ENERGY** or the **DIRECTOR** may commence a proceeding under the *Administrative Procedures Act* to resolve the dispute. A final decision in any adjudicative proceeding shall be subject to judicial review under applicable state law.
10. Nothing in this **AGREEMENT** shall constitute a waiver by **DOMINION ENERGY** to raise in defense any legal or factual contention for future allegations of noncompliance.
11. Nothing in this **AGREEMENT** shall constitute or be considered as a release from any claims, to include natural resource damage claims, cause of action, or demand in law or equity which the **STATE** may have against **DOMINION ENERGY**, 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.

AGREED to this \_\_\_\_ day of \_\_\_\_\_, 2018.

**QUESTAR GAS COMPANY dba  
DOMINION ENERGY UTAH**

**UTAH DIVISION OF  
WATER QUALITY**

By \_\_\_\_\_  
Authorized Agent

By \_\_\_\_\_  
Director

DWQ-2018-013617