

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

IN THE MATTER OF SALT LAKE CITY CORPORATION DEPARTMENT OF AIRPORTS C/O Patty Nelis, Environmental Manager P. O. Box 145550 776 N. Terminal Drive Salt Lake City, Utah 84114-5550	SETTLEMENT AGREEMENT Docket No. I19-11
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This Administrative Settlement Agreement (hereinafter “**Settlement**”) is between the Director of the Utah Division of Water Quality (“**Director**”) and Salt Lake City Corporation, by and through its Department of Airports (“**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 September 11, 2019 at 9:04 a.m., a fire alarm went off at the main Delta Air Lines (“Delta”) hangar at the Airport. Delta responded immediately to investigate, and the Airport Rescue and Firefighting (“ARFF”) team responded to the alarm. The fire alarm system released a mixture of water and aqueous film-forming foam (“AFFF”) fire suppressant in response to the alarm. After determining that there was not a fire or immediate life-safety concern, Delta reported that personnel shut down the fire alarm pumps at 9:06 a.m.
5. Delta immediately notified the Division and reported a discharge of a mixture of AFFF and water used for fire suppression into the storm drain system of the Salt Lake City International Airport (the “Airport”). This report was entered into the Utah Department of Environmental Quality’s Incident Reporting database and assigned the number 14103. According to the report, approximately 600 gallons of AFFF mixed with 25,000 gallons of water was released from the fire suppression system of the main hangar for Delta Airlines. An estimated 15,000 gallons of the mixture entered the storm

drain system outside the hangar.

6. Delta personnel notified the Airport and Salt Lake City Public Utilities of the discharge at 9:20 a.m., and contacted Delta's emergency response contractor. The contractor indicated it would not be able to immediately respond due to its personnel being deployed at another emergency response site. Delta therefore contacted four other emergency response companies, none of which could immediately respond.
7. The Airport received heavy rains from mid-morning through the afternoon on September 11, 2019. The total rainfall for the day was 0.81 inches.
8. Federal Aviation Administration ("FAA") regulations prohibit the Airport from allowing water to accumulate on runways and taxiways and require that these areas be sufficiently drained for safe aircraft operation. *See* 14 CFR Part 139. After waiting for the environmental contractor to arrive for as long as possible and containing the foam/water mixture at the midfield pump station, at approximately 1:50 p.m., Airport personnel restarted the midfield pump station due to the imminent flooding from the heavy rains occurring during the event.
9. The mixture of stormwater from the heavy rain event and the water/foam mixture from the hangar was pumped into the Jordan River Surplus Canal at a location on the south side of the airport designated as Outfall 004. According to a flow meter positioned at Outfall 004 recorded that the discharge from the pipe began at 1:55 PM and lasted until 10:19 PM. The average flow rate of the discharge was estimated to be approximately 8,718 gallons per minute.
10. On or about September 11, 2019, employees of the Division collected water samples at three locations from the Surplus Canal between 2:30 and 3:30 PM while the contaminated water was discharging from Outfall 004. The first sample was collected at a point approximately ¼ mile upstream of Outfall 004 (labeled "Upstream"), the second at a point approximately 200 yards downstream from Outfall 004 (labeled "Outfall"), and the third at a point approximately 100 yards downstream from Outfall 003 (labeled "Downstream"), which is the final discharge point of the airport storm drain system and is located approximately three miles downstream from Outfall 004. While collecting the samples the employees observed heavy, soapy foam characteristic of AFFF on surface of the water at and below Outfall 004.
11. In response to the discharge and sampling results, the **Director** issued a Notice of Violation and Compliance Order Docket No. I19-11 (NOV/CO) to **Respondent** on October 25, 2019.
12. **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.
13. 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.

14. **Respondent** agrees to pay a penalty of \$2,000.00, which will be held in abeyance as outlined below, and reimburse the Division a total of \$10,014.74 for costs of investigation, sampling, laboratory analysis, and administrative costs, for a total of \$10,014.74, which was calculated and adjusted for circumstance in conformance with the penalty policy outlined in Utah Administrative Code R317-1-8. This proposed settlement is subject to a thirty (30) day notice and comment period as provided for in Utah Administrative Code R317-8-1.9. 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.
15. The **Director** agrees to hold the penalty in abeyance so long as Respondent provides documentation showing that Delta Air Lines has properly disposed of its C-8 AFFF.
16. By entering into this **Settlement**, **Respondent** neither admits nor denies the findings, violations or deficiencies specified herein.
17. **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 of the issues resolved by this **Settlement**.
18. The **Parties** mutually agree that this **Settlement** is entered in good faith and is an appropriate means to resolve the matters specified herein.
19. This **Settlement** will be final after the thirty-day notice and comment period, on the date the **Director** signs the **Settlement**.
20. **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 14, above and hand deliver or send by certified mail to:

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

21. Notwithstanding paragraph 16 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.
22. 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 SALT LAKE CITY CORPORATION:

Name (print) BRADY FREDRICKSON

Title (print) DIRECTOR OF PLANNING AND ENVIRONMENTAL

Signature 

Date 07/29/2020

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

City Recorder

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

Senior City Attorney

Date _____

DIVISION OF WATER QUALITY



Date 07/29/2020

Erica Brown Gaddis, PhD
Director