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

IN THE MATTER OF:

SPRINGVILLE CITY CORPORATION
Wastewater Treatment Facility
Permit No. UT0020834

**ADMINISTRATIVE SETTLEMENT
AGREEMENT**

Docket No. M23-02

This Administrative Settlement Agreement (“Settlement”) is entered into voluntarily by and between the Director of the Utah Division of Water Quality (“Director”), under the Director’s legal authorities described below, and Springville City Corporation (“Springville City”) in its capacity as the owner or operator legally responsible for the operation of Springville City Wastewater Treatment Facility located at 700 North 500 West, Springville, Utah 84663 (“Facility”), jointly referred to hereafter as “the Parties.” By entering into this Agreement, the Parties wish, without further administrative or judicial proceedings, to stipulate to civil penalties and associated administrative costs arising out of alleged violations of the Utah Water Quality Act, Utah Code § 19-5-101 through 19-5-126 (the “Act”), and corresponding regulations in Utah Admin. Code R317-1-1 through R317-801-6 (“Water Quality Rules”) and R305-7-101 through R305-7-611.

1. The Director has authority to administer the Act pursuant to Utah Code § 19-1-105(1)(e), and to enforce the Water Quality Rules in Utah Admin. Code R317 through the issuance of orders, as specified in Utah Code §§ 19-5-106(2)(d) and 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 § 19-5-106(2)(k).
2. Springville City is a “person” as that term is defined in Utah Code § 19-1-103(4).
3. For the purposes of this Settlement, the Parties agree to and stipulate to the findings and violations identified in the April 17, 2023, Notice of Violation and Compliance Order (“NOV/CO”), Docket No. M23-02, and as described below.
4. On May 16, 2023, the Director received the response, “Notice of Violation and Compliance Order, Docket No. M23-02,” from Springville City. This response detailed the events which led to the effluent exceedances, including inadequate control parameter setting of the UV Bank 1B and installation of the Dissolved Air Flotation (“DAF”) and Phosphorus Chemical Feed systems, all of which required operational changes to determine the proper settings to maintain allowable effluent discharge levels. In response to the situation, the report details the following actions Springville City has taken to prevent further violations, including purchasing lab equipment to test for E. coli internally; monitoring ammonia levels internally; switching from ferric sulfate to aluminum sulfate in the pretreatment process; and creating trend charts for

MLSS/Ammonia/DO and Alkalinity to help improve the nitrification process.

5. Springville City timely complied with the requirements in the NOV/CO to the Director's satisfaction, such that no further remedial action to address the violations is necessary.
6. The Parties voluntarily enter into this Settlement to resolve the NOV/CO without the necessity of further administrative or judicial proceedings.
7. Springville City agrees to pay a civil penalty in the amount of \$12,300.00, based on the Division's application of the penalty policy outlined in Utah Admin. Code R317-1-8.
8. This Settlement and penalty are subject to a thirty (30) day notice and comment period. 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.
9. This Settlement will be finalized after the thirty-day notice and comment period, on the date the Director signs the Settlement.
10. Springville City agrees that within thirty (30) calendar days of receiving the signed and final Settlement from the Director, Springville City shall submit payment in the amount specified in paragraph 7 above, using one of the following methods:

- a. CHECK – Payable to the Division of Water Quality. The payment shall be sent to:

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

- b. OTHER – For other available payment options, please contact the Division of Water Quality Finance staff at eqwqfinance@utah.gov

11. Springville City agrees that if it fails to make the required payment within thirty (30) calendar days of receiving the signed and final Settlement from the Director, the Director reserves the right to rescind the Settlement and seek the full penalty amount authorized under the Act, currently authorized at \$10,000 per violation per day.
 - a. Prior to rescinding the Settlement, the Director shall provide written notice to Springville City of its default and will provide fourteen (14) calendar days to cure the default. If payment is not received within the fourteen (14) calendar day default period, the Director is authorized, without providing written notice to Springville City, to begin a civil action for all appropriate relief provided under the Act, including seeking the full penalty amount authorized under the Act.
12. Springville City agrees to the terms, conditions, and requirements of this Settlement. By signing this Settlement, Springville City understands, acknowledges, and agrees that it waives: (1) the opportunity for an administrative hearing pursuant to Utah Code § 19-1-

301; (2) the right to contest the finding(s) in the NOV/CO; and (3) the opportunity for judicial review.

13. The Parties mutually agree that this Settlement is entered in good faith and is an appropriate means to resolve the matters specified herein.
14. The violations described herein will constitute part of Springville City's compliance history where such history is relevant, including any subsequent violations. Springville City 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.
15. This Settlement, when final, is binding upon Springville City 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.

FOR THE UTAH DIVISION OF WATER QUALITY

By: _____
John K. Mackey, P.E.
Director, Utah Division of Water Quality

Date: _____ (Effective Date)

FOR SPRINGVILLE CITY CORPORATION

By: Bradley D. Stepler
Title: Director of Public Work
Date: 11/7/23



Attest: KC
Springville City Recorder