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

IN THE MATTER OF:

South Valley Water Reclamation Facility
USMP Permit No. UTG580088

**ADMINISTRATIVE SETTLEMENT
AGREEMENT**

Docket No. M21-16

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 South Valley Water Reclamation Facility, located at 7495 South 1300 West, West Jordan, Utah 84084, (“SVWRF”) in its capacity as the owner or operator legally responsible for the operation of a sewer collection system in the State of Utah, 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 the 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) & (2), 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. SVWRF 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 March 01, 2022 Notice of Violation and Compliance Order (“NOV/CO”), Docket No. M21-16, (which are incorporated into this settlement agreement) and as described below.
4. SVWRF Submitted a Sewer Overflow Response Plan (“SORP”) on March 23, 2022. The SORP 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.
5. The Parties voluntarily enter into this Settlement to resolve the NOV/CO without the necessity of further administrative or judicial proceedings.
6. SVWRF agrees to pay a civil penalty in the amount of **\$7,819.00**.

7. This Settlement and penalty are subject to a thirty (30) calendar 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.
8. This Settlement will be final after the thirty-day notice and comment period, on the date the Director signs the Settlement.
9. SVWRF agrees that within **30 calendar days** of receiving the signed and final Settlement from the Director, SVWRF shall submit payment in the amount specified in paragraph 6 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
10. SVWRF agrees that if it fails to make the required payment within **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 SVWRF 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 SVWRF to begin a civil action for all appropriate relief provided under the Act, including seeking the full penalty amount authorized under the Act.
11. Nothing contained in this Settlement shall be deemed to constitute any kind of waiver of the Director's enforcement authority concerning any violation related to this Settlement.
12. SVWRF agrees to the terms, conditions and requirements of this Settlement. By signing this Settlement, SVWRF 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 SVWRF compliance history where such history is relevant, including any subsequent violations. SVWRF 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 SVWRF 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 SOUTH VALLEY WATER RECLAMATION FACILITY

By: _____
Title: General Manager
Date: 11-16-2023

DWQ-2023-006636

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