

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

IN THE MATTER OF Taylorsville-Bennion Improvement District P. O. Box 18579 Taylorsville, UT 84118	SETTLEMENT AGREEMENT Docket No. M21-04
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This Administrative Settlement Agreement (hereinafter "Settlement") is between the Director of the Utah Division of Water Quality ("Director") and Taylorsville-Bennion Improvement District pursuant to the Director's authority to administer the Utah Water Quality Act. The Director and Taylorsville-Bennion Improvement District 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. Taylorsville-Bennion Improvement District 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. Taylorsville- Bennion Improvement District, is a Special-Service District that operates the sewage collection system in the City of Taylorsville in Salt Lake County, Utah under Utah Sewer Management Program Permit No. UTG580028.
5. On or about January 16, 2021 the Utah Division of Water Quality (Division) received a report from the Taylorsville-Bennion Improvement District of a large sewage overflow in the parking lot of the Callaway Apartment Complex (Complex) in Taylorsville, Utah. The pumps at a main sewage lift station located approximately 700 feet east of the Complex had failed, causing a backup of sewage in the line. The sewage was flowing out of a manhole cover in a parking lot on the east end of the Complex and into nearby storm drains which empty into the Jordan River approximately 400 feet east of the Complex. Several employees of the Taylorsville-Bennion Improvement District responded to the location and restarted the pumps approximately 2 hours after the discharge began; the Taylorsville-Bennion Improvement District later estimated that approximately 390,000 gallons of sewage was released during the time the pumps were shut down. Based on this estimate it is probable a significant amount of the sewage was discharged into the Jordan River during that period of time. Utah Administrative Code

R317-2-13 classifies the Jordan River at the location of the discharge as a 2B, 3B, 4 Water of the State. These designations protect the recreational, aquatic wildlife, and agricultural uses of water in the Jordan River. The Taylorsville-Bennion Improvement District employees removed residual sewage from the road, parking lot, and storm drain system by spraying down the impacted areas with a flushing truck, and flushed the affected storm drains with water. Five apartments in the Complex contaminated by the sewage backup were cleaned by a private environmental cleanup company.

6. On or about January 19, 2021 the Division received the results of a preliminary post-incident investigation performed by the Taylorsville-Bennion Improvement District. According to the preliminary report, the discharge was caused by a failure of the power supply and back up battery for the 39th South Lift Station. This loss of power resulted in the shutdown of the screw pumps which keep the sewage flowing up gradient. The preliminary report also stated that an alarm was never received by the on-call employee when the pumps stopped working.
7. In response to the discharge, the Director issued Notice of Violation and Compliance Order Docket No. M21-04 (NOV/CO) to the Taylorsville-Bennion Improvement District on April 15, 2021.
8. On or about April 23, 2021, the Division received the report required in response to NOV/CO M21-04 from the Taylorsville-Bennion Improvement District. The report clarified a total of 10 apartment units were affected and identified the loss of power supply to the 39th South Lift Station to be caused by a failure of the Uninterruptible Power Supply (UPS) which turned off the Programmable Logic Controller (PLC) and associated pumps. The report states, “an alarm was never received by the on-call person from the SCADA system or the third-party security company when the pumps stopped working” and, “the redundant Float Switch system that had been installed also did not operate and turn the pumps on”. The report ultimately determines the following causes: 1) the redundant Float Switch system failed because the power supply was wired incorrectly; 2) the SCADA system failed to notify the on-call person because the programming had been changed; and 3) the third-party security company failed to notify the Taylorsville-Bennion Improvement District in a timely manner due to do a high-volume of calls that day. The report concludes, “The District has performed a complete review of every process, alarm, SCADA program, PLC program, and piece of equipment involved in moving wastewater through this point in the collection system. The District feels confident that all steps have been taken to ensure that this does not happen again.”
9. Taylorsville-Bennion Improvement District 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.
10. The Parties voluntarily enter into this Settlement to resolve the NOV/CO issued to the Taylorsville-Bennion Improvement District without the necessity of further administrative or judicial proceedings.

11. Taylorsville-Bennion Improvement District understands and agrees that a penalty in the amount of \$4,836.00 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.
12. By entering into this Settlement, Taylorsville-Bennion Improvement District neither admits nor denies the findings, violations or deficiencies specified herein.
13. Taylorsville-Bennion Improvement District agrees to the terms, conditions and requirements of this Settlement. By signing this Settlement, Taylorsville-Bennion Improvement District 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.
14. The Parties mutually agree that this Settlement is entered in good faith and is an appropriate means to resolve the matters specified herein.
15. This Settlement will be final after the thirty-day notice and comment period, on the date the Director signs the Settlement.
16. Taylorsville-Bennion Improvement District agrees that within thirty (30) calendar days of receiving the signed and final Settlement from the Director, Taylorsville-Bennion Improvement District shall submit the total payment amount specified in paragraph 11 using one of the following options:
 - 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. ONLINE – Complete an Invoice Payment through the DEQ payment portal (up to \$5,000) at the following link:
https://secure.utah.gov/cart/dwq_cart/products.html
 - c. ACH BANK TRANSFER – Contact the Division of Water Quality Finance staff at eqwqfinance@utah.gov for wiring instructions
17. The violations described herein will constitute part of Taylorsville-Bennion

Improvement District's compliance history where such history is relevant, including any subsequent violations. Taylorsville-Bennion Improvement District 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.

18. This Settlement, when final, is binding upon Taylorsville-Bennion Improvement District 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 TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT:

Name (print) MARK CHALK

Title (print) GENERAL MANAGER

Signature 

Date _____

DIVISION OF WATER QUALITY

Date

Erica Brown Gaddis, PhD

Director