

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
UTAH DIVISION OF WATER QUALITY

<p>IN THE MATTER OF SINCLAIR TRUCKING COMPANY C/O Corporation Service Company, Registered Agent 15 West South Temple Street Salt Lake City, Utah 84101</p>	<p>SETTLEMENT AGREEMENT</p> <p>Docket No. I21-03</p>
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This Administrative Settlement Agreement (hereinafter "**Settlement**") is between the Director of the Utah Division of Water Quality ("**Director**") and Sinclair Trucking Company ("**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 or about March 1, 2021 the **Director** received a report of a large discharge of jet fuel into a storm drain at or near Mile Marker 182 in the median of the Interstate 80 freeway in Summit County, Utah. According to the report, a semi-truck belonging to the **Respondent** struck another vehicle, causing the truck to lose control and stop in the freeway median strip approximately 15 feet uphill from a storm drain. The tank trailer had been damaged the collision, creating a small hole in the tank which allowed an estimated 2,200 gallons of jet fuel to leak out onto the ground and flow into the storm drain. The report was entered into the Utah Department of Environmental Quality's Environmental Incidents Database and assigned the number 14822.
5. On or about March 1, 2021, two employees of the Division of Water Quality ("**Division**") responded to the accident location and inspected the site. They observed that the storm drain flows under the westbound lanes of the freeway and discharges from a drain pipe into a small draw approximately 100 feet uphill from Echo Creek. Because Echo Creek was frozen at that location and the ground was covered with several inches of snow, they were unable to collect samples or determine the extent of the contaminated area; however, they observed discolored ice hanging from the drain pipe and detected a strong

hydrocarbon odor throughout the area of the spill. The **Division** collected water samples from Echo Creek at the Utah Department of Transportation (“**UDOT**”) Port of Entry station approximately 3 miles downstream from the accident site. The water at this location was flowing freely and the employees did not observe a sheen on the surface or detect any hydrocarbon odor. The employees also collected water samples from Echo Creek near the entrance to Echo Creek Ranch approximately 7 ½ miles downstream from the accident site. The employees delivered the samples later that day to America West Analytical Laboratories (“**AWAL**”) in South Salt Lake, Utah, for analysis. On or about March 3, 2021, **AWAL** delivered to the Division the analytical report for analysis of the water samples collected from Echo Creek on March 1, 2021. The samples were analyzed for concentrations of volatile organic compounds and hydrocarbon compounds found in gasoline and diesel fuel; many of these compounds are also present in jet fuel. None of the samples contained detectable concentrations of these compounds.

6. On or about March 5, 2021, the **Division** returned and inspected the accident site and areas downstream. They observed the cleanup contractors had excavated a large amount of soil from the draw and the creek banks. They detected a hydrocarbon odor but did not observe a sheen on the surface of Echo Creek where it was thawed and flowing. The employees collected water samples from Echo Creek at the two previous locations near the **UDOT** Port of Entry and the Echo Creek Ranch entrance and delivered the samples later that day to **AWAL** for analysis. On or about March 9, 2021, **AWAL** delivered to the **Division** the analytical report for analysis of the water samples collected from Echo Creek on March 5, 2021. The water sample collected at the Port of Entry contained detectable concentrations of hydrocarbon compounds found in gasoline as well as ethylbenzene, toluene, naphthalene, and xylene compounds.
7. On or about March 11, 2021, the **Division** returned and inspected the accident site and areas downstream. As opposed to previous inspections, Echo Creek had thawed and water was flowing in the creek. They observed the cleanup contractors were continuing the removal of contaminated soil. They detected a weak hydrocarbon odor and observed a slight sheen on the surface of Echo Creek at the point of discharge. The employees collected water samples from Echo Creek approximately 100 feet upstream from the point of discharge and at the point of discharge as well as at the two previous locations near the **UDOT** Port of Entry and the Echo Creek Ranch gate. They delivered the samples later that day to **AWAL** in South Salt Lake, Utah, for analysis. On March 16, 2021 **AWAL** delivered to the **Division** the analytical report for analysis of the water samples collected from Echo Creek on March 11, 2021. The water sample collected at the point of discharge contained detectable concentrations of hydrocarbon compounds found in gasoline and diesel fuel, as well as toluene and xylene compounds.
8. The storm drain system in this area drains into Echo Creek, which is classified under Utah Administrative Code R317-2-13.5(b), Classification of Waters of the State, as a 1C, 2B, 3A, 4 Water of the State.
9. In response to the discharge, the **Director** issued a Notice of Violation and Compliance Order Docket No. I21-03 (NOV/CO) to **Respondent** on May 11, 2021.

10. **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.
11. 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.
12. **Respondent** understands and agrees that a penalty in the amount of \$29,455.00, which includes \$25,667.00 in penalties and \$3,788.00 in sampling and investigative costs, 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.
13. By entering into this **Settlement**, **Respondent** neither admits nor denies the findings, violations or deficiencies specified herein.
14. **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.
15. The **Parties** mutually agree that this **Settlement** is entered in good faith and is an appropriate means to resolve the matters specified herein.
16. This **Settlement** will be final after the thirty day notice and comment period, on the date the **Director** signs the **Settlement**,
17. **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 10, above and hand deliver or send by certified mail to:

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

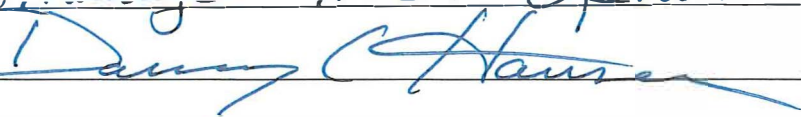
18. Notwithstanding paragraph 13 above, the violations described herein will constitute part of **Respondent's** compliance history where such history is relevant, including any subsequent violations. **Respondent** understands and agrees that this **Settlement** is not and cannot be raised as a defense to any other action to enforce any federal, state or local law.
19. 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 SINCLAIR TRUCKING COMPANY:

Name (print) Danny C. Hansen

Title (print) Manager Truck Operations

Signature 

Date 01/27/2021

DIVISION OF WATER QUALITY


Erica Brown Gaddis, PhD Director

Date 01/27/2022