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

<p>IN THE MATTER OF:</p> <p>Kamas City Corporation Wastewater Treatment Facility UPDES Permit No. UT0020966</p>	<p>STIPULATED COMPLIANCE ORDER</p> <p>Docket No. M21-10</p>
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This Stipulated Compliance Order (“Agreement” or “Order”) 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 Kamas City Corporation (“Kamas City”) in its capacity as the operator who is legally responsible for the operation of Kamas City Wastewater Treatment Plant (“Facility”), jointly referred to hereinafter as “the Parties.”

By entering into this Agreement, the Parties wish, without further administrative or judicial proceedings, to establish compliance requirements and stipulate to civil penalties 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 procedures in Utah Admin. Code R305-7-101 through R305-7-611.

STATUTORY AND REGULATORY AUTHORITY

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 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 § 19-5-106(2)(k).

FACTS AND FINDINGS

The Director relies upon the following Facts and Findings for purposes of this Agreement:

1. Kamas City is a “person” as that term is defined in Utah Code § 19-1-103(4).
2. For the purposes of this Agreement, the Parties agree to and stipulate to the findings and violations identified in the Notice of Violation and Compliance Order (“NOV/CO”), Docket No. M21-10, issued on November 23, 2021, and to the findings described below.
3. Pursuant to the NOV/CO, paragraph E.3.A., Kamas City submitted a written response (dated December 22, 2021) stating that winter weather conditions and issues with the Facility’s UV treatment system were the cause of the effluent limit violations for E.

coli. Kamas City stated that a new UV system to replace the existing system was ordered in February 2021 and was received in September 2021. The written response also stated that the cause of the effluent limit violation for Total Suspended Solids (“TSS”) occurring in April 2021 was a report error caused by incorrect data entered the Facility’s Discharge Monitoring Report (“DMR”). The corrected results for the weekly TSS average were reported as 40.5 mg/L, instead of 81.0 mg/L, which is below the permitted effluent concentration limitation of 65 mg/L. A certificate of analysis from ChemTech Ford Laboratories was provided as an attachment to Kamas City’s response (Lab ID #21D0840-02 and #21D0019-04). For purposes of this settlement, the April 2021 TSS violation is not being assessed for penalties.

4. On February 14, 2022, Kamas City was notified and provided a copy of the renewed UPDES Permit UT0020966 (“Permit”) which became effective on March 1, 2022. The renewed permit includes more stringent effluent limitations for biochemical oxygen demand (“BOD”) and TSS as well as an updated Compliance Schedule for Total Phosphorus, Total Nitrogen, Ammonia and Dissolved Oxygen.
5. Since the issuance of the NOV/CO on November 23, 2021, and since the issuance of the renewed Permit on March 1, 2022, Kamas City has further violated conditions of the Permit as specified in the following paragraphs.
6. The Facility effluent concentrations of pH from Outfall 001 failed to meet the Daily Minimum of 6.5 for the month of November 2022. The reported pH value was 6.49 standard units on the DMR submitted for November 2022.
7. Kamas City failed to meet the first milestone listed in the Compliance Schedule for submittal of a Wastewater Master Plan for Total Phosphorus, Total Nitrogen, and Ammonia (Permit condition I.C.3.a.) by March 31, 2022.
8. On March 31, 2022, Kamas City requested an extension to the Compliance Schedule deadline for submittal of the Wastewater Master Plan described in paragraph 7 above (DWQ-2022-005192) due to their recent annexation of 140 acres and proposed two additional large annexations. Specifically, Kamas City requested a new deadline of September 30, 2022.
9. On April 21, 2022, the Division granted Kamas City’s request to extend the compliance date to September 30, 2022 for the Wastewater Master Plan (per paragraph 8 above) (DWQ-2022-005939).
10. As of the date of this settlement, the Division has not received a Wastewater Master Plan from Kamas City in accordance with the requirements of the Permit.
11. Kamas City failed to submit DMRs for the Facility effluent by the 28th day of the month, following the permit reporting period, for three (3) months during the period of August 2022 to October 2022. These reports were submitted to the Division on December 24, 2022.

12. On November 13, 2023, Kamas submitted sampling results to the Division for TSS during the monitoring period of August 2022 through October 2022, providing verification that sampling and monitoring requirements of the Permit were completed.

ORDER

Based upon the foregoing Facts and Findings, the Agreement of Kamas City, and good cause appearing, the Director orders as follows:

1. Based on the application of the Division's penalty policy, contained in Utah Administrative Code R317-1-8, to the violations specified in the NOV/CO, Kamas City agrees to pay a civil penalty of **\$8,466.65**.
 - a. The Director agrees to hold \$3,500.00 in abeyance as described in paragraph 3 below.
2. Payment is to be made within thirty (30) calendar days of the effective date of this Agreement, 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. OTHER – For other available payment options, please contact the Division of Water Quality Finance staff at eqwqfinance@utah.gov.
3. The Director agrees to hold in abeyance \$3,500.00 in civil penalties, so long as Kamas City:
 - a. Meets all payment terms outlined in Paragraph 1 of this Order.
 - b. Within sixty (60) calendar days from the execution date of this Agreement, submits, for Director approval, a proposed schedule that specifies the dates that Kamas City will submit or commence each of the following:
 - i. Wastewater Master Plan that describes in detail the community needs, alternatives considered, pretreatment requirements (if necessary), and plans for financing and implementing the recommended and/or necessary improvements to the Facility.
4. If Kamas City fails to comply with the terms in Paragraph 3 of this Order, the \$3,500.00 penalty amount will no longer be held in abeyance and shall become due and payable to the State of Utah within thirty (30) calendar days of written notification by the Division, in addition to any penalties triggered by additional enforcement action(s) resulting from new violations.

GENERAL PROVISIONS

1. The Parties recognize that this Agreement has been negotiated in good faith and nothing herein constitutes an admission of any liability. Kamas City does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the facts and violations alleged in the NOV/CO. Kamas City further agrees it will not contest the basis or validity of this Order or its terms.
2. The violations described herein will constitute part of Kamas City's compliance history where such history is relevant, including any subsequent violations. Kamas City understands and agrees that this Agreement is not and cannot be raised as a defense to any other action to enforce any federal, state, or local law.
3. Kamas City agrees to the terms, conditions, and requirements of this Order. By signing this Order, Kamas 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 findings in the NOV/CO; and (3) the opportunity for judicial review.
4. This Agreement is subject to a thirty (30) day notice and comment period. The Parties each reserve the right to withdraw from this Agreement if comments received during the notice period result in a modification to the terms and conditions.
5. The "Effective Date" shall be the date this Order is executed by the Director. The Director will not sign the Order until after the Division has provided public notice of the proposed Order and has solicited and reviewed any public comments received.
6. The dates set forth in the Order section of this Order may be extended in writing by the Director, in the Director's sole discretion, based on Kamas City's showing of good cause. Good cause for an extension generally means events outside of the reasonable control of Kamas City, such as force majeure, inclement weather, contractor or supplier delays, and similar circumstances. However, the Director expects Kamas City to employ reasonable means to limit foreseeable causes of delay. The timeliness of Kamas City's request for an extension shall constitute an important factor in the Director's evaluation.
7. Nothing in this Order shall preclude the Director from taking action to include additional penalties against Kamas City for future violations of State or Federal law.
8. The Parties acknowledge that neither the Director nor the Board has jurisdiction regarding natural resource damage claims, causes of action, or demands. Therefore, such matters are outside the scope of this Order.

9. The person signing this Order on behalf of Kamas City represents to the Director that they have the full legal authorization to do so and agrees that the Director may rely on that representation.
10. This Agreement is binding upon each of the Parties and their respective heirs, successors, and assigns. Any change in ownership or corporate or legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the parties under this Agreement.
11. This Order may be amended in writing if signed by both Parties.

COMPLIANCE AND PENALTY NOTICE

As of the Effective Date, this Order shall constitute a final administrative order. Compliance with the provisions of this Order is mandatory. All violations of the Act, the Water Quality Rules, and this Order will be strictly enforced during the time that this Order remains in effect. The Act, Utah Code § 19-5-115, provides that any person who violates a rule or order made or issued pursuant to the Act may be subject, in a civil proceeding, to a state district judge imposing a civil penalty per day of violation.

[SIGNATURE PAGE FOLLOWS]

IT IS SO AGREED AND ORDERED:

FOR THE UTAH DIVISION OF WATER QUALITY

By: _____
John K. Mackey, P.E.
Director

Date: _____ (Effective Date)

FOR KAMAS CITY CORPORTATION

By:  _____

Title: Mayor _____

Date: 12/7/2023 _____