

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

<b>IN THE MATTER OF:</b>  <b>Price River Water Improvement District</b> Wastewater Treatment Plant Permit No. UT0021814	<b>ADMINISTRATIVE SETTLEMENT AGREEMENT</b>  Docket No. M23-05
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This Administrative Settlement Agreement (“Agreement”) 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 Price River Water Improvement District (“PRWID”) in its capacity as the owner or operator legally responsible for the operation of the wastewater treatment plant located at 5382 East Washer Plant Road, Wellington, Utah 84542, 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), 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).
2. PRWID is a “person” as that term is defined in Utah Code § 19-1-103(4).
3. For the purposes of this Agreement, the Parties agree to and stipulate to the findings and violations identified in the August 28, 2023 Notice of Violation and Compliance Order (“NOV/CO”), Docket No. M23-05, and as described below.
4. PRWID timely complied with the requirements in the NOV/CO to the Director’s satisfaction, such that no further remedial action to address the violation is necessary.
5. The Parties voluntarily enter into this Agreement to resolve the NOV/CO without the necessity of further administrative or judicial proceedings.
6. PRWID agrees to pay a civil penalty in the amount of \$10,353.00, based on the Division’s application of the penalty policy outlined in Utah Admin. Code R317-1-8.
7. This Agreement and penalty are subject to a thirty (30) day notice and comment period. The Parties each reserve the right to withdraw from this Agreement if comments received

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during the notice period result in a modification to the terms and conditions.

8. This Agreement will be final after the thirty-day notice and comment period, on the date the Director signs the Settlement.
9. PRWID agrees that within thirty (30) calendar days of receiving the signed and final Agreement from the Director, PRWID 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](mailto:eqwqfinance@utah.gov)
10. PRWID agrees that if it fails to make the required payment within thirty (30) calendar days of receiving the signed and final Agreement from the Director, the Director reserves the right to rescind the Agreement and seek the full penalty amount authorized under the Act, currently authorized at \$10,000 per violation per day.
  - a. Prior to rescinding the Agreement, the Director shall provide written notice to PRWID 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 PRWID, to begin a civil action for all appropriate relief provided under the Act, including seeking the full penalty amount authorized under the Act.
11. PRWID agrees to the terms, conditions, and requirements of this Agreement. By signing this Agreement, PRWID 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.
12. The Parties mutually agree that this Agreement is entered in good faith and is an appropriate means to resolve the matters specified herein.
13. The violations described herein will constitute part of PRWID compliance history where such history is relevant, including any subsequent violations. PRWID 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.
14. This Agreement, when final, is binding upon PRWID 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 Agreement.

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FOR THE UTAH DIVISION OF WATER QUALITY

By:

\_\_\_\_\_  
John K. Mackey, P.E.  
Director, Utah Division of Water Quality

Date: \_\_\_\_\_ (Effective Date)

FOR PRICE RIVER WATER IMPROVEMENT DISTRICT

By:

\_\_\_\_\_

Title:

Chair - Board of Trustees

Date:

February 9, 2024

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