

UTAH DIVISION OF WATER QUALITY

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| RONALD WINTERTON WINTERTON TRUCKING, LLC P.O. BOX 1583 ROOSEVELT, UTAH 84006 | DOCKET NUMBER I13-05 SETTLEMENT AGREEMENT |
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This **SETTLEMENT AGREEMENT** (hereinafter "**AGREEMENT**") is between **WINTERTON TRUCKING** (hereinafter "**OPERATOR**") and the **UTAH DIVISION OF WATER QUALITY** (hereinafter the "**DIVISION**"), concerning violations of the *Utah Water Quality Act* (the *Act*), *Utah Code Annotated*, and the *Utah Administrative Code*.

1. The **DIVISION** has authority to administer the *Utah Water Quality Act, as amended 1953*, (hereinafter the "**ACT**").
2. The **DIVISION** has been delegated authority by the U.S. Environmental Protection Agency (EPA) to administer the *National Pollutant Discharge Elimination System (NPDES)* permit program under the *Federal Clean Water Act (CWA)*.
3. The parties now desire to resolve this matter fully without further administrative proceedings except to the extent provided herein by entering into this **AGREEMENT**. Entering into this **AGREEMENT** is not an admission of liability or factual allegation set out in the **NOTICE**, nor is it an admission of or an agreement to any disputed facts or disputed legal theories, nor is it an admission of any violation of any law, rule, regulation or permit by the **OPERATOR**.
4. The **DIRECTOR** of the **DIVISION** (hereinafter the "**DIRECTOR**") will administer the terms and provisions of this **AGREEMENT**.
5. This **AGREEMENT** resolves the **NOTICE OF VIOLATION** and **ORDER**, Docket Number I13-05 (hereinafter the "**NOTICE**"), between the **OPERATOR** and the **DIVISION**, issued to the **OPERATOR** on July 31, 2013, by the **DIVISION**. It does not in any way relieve the **OPERATOR** from any other obligation imposed under the Act or any other State or Federal laws.
6. In resolution of said **NOTICE** referenced in Paragraph 5 of this **AGREEMENT**, the **OPERATOR** agrees to pay a total penalty amount of **\$2,039**. Payments made in accordance with this **AGREEMENT**, must be made payable to the State of Utah, hand delivered or mailed to the Division of Water Quality, Department of Environmental Quality, P.O. Box 144870, Salt Lake City, Utah 84114-4870. At the discretion of the **OPERATOR**, the penalty may be paid sooner than the due date in Paragraph 7 below. The penalty has been determined using the *Penalty Criteria for Civil Settlement Negotiations, Utah Administrative Code ("UAC") R317-1-8* which considers such factors as the nature, severity and extent of the violations, history of noncompliance, degree of willfulness and/or negligence, good faith efforts to comply, and economic benefit.
7. The **OPERATOR** agrees to pay the full penalty of **\$2,039** prior to **March 1, 2014**. The **OPERATOR** agrees to pay a stipulated penalty of **\$100** per day, for every day of non-payment

after **March 1, 2014**.

8. Nothing contained in this **AGREEMENT** shall preclude the **DIVISION** from taking additional actions to include additional penalties against the **OPERATOR** for violations not resolved by this **AGREEMENT**.
9. If an agreement between the **OPERATOR** and the **DIRECTOR** cannot be reached in a dispute arising under any provision of this **AGREEMENT**, then the **OPERATOR** or the **DIRECTOR** may commence a proceeding with an Administrative Law Judge under the *Administrative Procedures Act* to resolve the dispute. A final decision in any adjudicative proceeding shall be subject to judicial review under applicable state law.
10. Nothing in this **AGREEMENT** shall constitute a waiver by the **OPERATOR** to raise in defense any legal or factual contention for future allegations of noncompliance.
11. Nothing in this **AGREEMENT** shall constitute or be considered as a release from any claims, to include natural resource damage claims, cause of action, or demand in law or equity which the **DIVISION** may have against the **OPERATOR**, or any other person, firm, partnership or corporation for any liability arising out of or relating in any way to the release of pollutants to waters of the State.
12. The **OPERATOR** agrees to fully implement and to continue to implement the Waste Management Plan, dated August 27, 2013, that was prepared by Darrell Gillman.
13. The **OPERATOR** agrees that Winterton Trucking will not contaminate waters of the State with manure or other pollutants from trucking or truck clean-out activities.
14. The **OPERATOR** agrees to notify the **DIVISION** (Don Hall (801-536-4492), within 24-hours of any discharge, should Winterton Trucking contaminate any waters of the State in the future.

AGREED to this 7 day of December, 2013.
(The **DIRECTOR** will date upon his signature)

WINTERTON TRUCKING, LLC

DIVISION OF WATER QUALITY

By 
Authorized Agent

By _____
Director