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

IN THE MATTER OF:

City of Wellsville
City of Wellsville Water Reclamation Facility

STIPULATION AND CONSENT ORDER

Docket No. M23-11

This Stipulation and Consent Order ("Order") is entered into voluntarily by and between the Director ("Director") of the Utah Division of Water Quality ("Division") and City of Wellsville ("Wellsville"), jointly referred to hereinafter as "the Parties."

By entering into this Order, the Parties wish, without further administrative or judicial proceedings, to stipulate to civil penalties arising out of alleged violations of the Utah Water Quality Act, Utah Code §§ 19-5-101 *et. seq.* (the "Act"), and corresponding regulations in the Utah Admin. Code R317-1-1 *et. seq.* (the "Water Quality Rules").

I. 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 -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).

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Wellsville is a "person" as defined in Utah Code § 19-1-103(4) and is subject to all applicable provisions of the Act and the Water Quality Rules.
2. Wellsville is the operator responsible for the operation of/owner of the City of Wellsville Water Reclamation Facility.
3. For the purposes of this Order, the Parties stipulate to the findings and violations identified in the July 21, 2025 Notice of Violation and Compliance Order ("NOV/CO"), Docket No. M23-11, and to the findings described below.
4. On August 20, 2025, the Division received a written response as required by the NOV/CO. This response was received within the required timeframe.

III. STIPULATION AND CONSENT ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, the Parties have negotiated this Order in good faith and now wish to fully resolve NOV/CO No. M23-11 without additional administrative or judicial proceedings.

1. In accordance with Utah Admin. Code R317-1-8. Penalty Criteria for Civil Settlement Negotiations, Wellsville shall pay a penalty of \$23,050.00.
 - a. In an effort to incentivize future compliance, the Director agrees to hold \$13,050.00 in abeyance so long as Wellsville meets the following conditions:
 - i. Meets the payment terms outlined in Paragraph III.2. of this Order.
 - ii. Meets the terms outlined below for the "Inflow & Infiltration Study" described in paragraph 1.a.iii. AND the "Cell #4 Improvement Project" described in paragraph 1.a.iv.
 - iii. **Inflow & Infiltration Study ("I&I"):** within 90 days of the Effective Date of this Order, provides the Division with a planned schedule for completion of this study. The schedule shall include detailed milestones (with dates) that Wellsville commits to, that will provide a determination of how I&I impacts Facility compliance. Additionally, within 30 days after the study has been completed, provides the Division with a written conclusion of the study's findings. If the study is not completed by the milestone provided then the abeyance term becomes void.
 - iv. **Cell #4 Improvement Project:** within 90 days of the Effective Date of this Order, provides the Division with a planned construction schedule for the improvement of the Cell #4 pump well system. The schedule shall include detailed milestones (with dates) that Wellsville commits to, that will result in improved compliance. Additionally, within 30 days after construction has commenced, provides the Division with documentation that demonstrates construction has begun on the project. If the project is not completed by the milestone provided then the abeyance term becomes void.
 - b. If Wellsville does not meet the terms stipulated under paragraph III.1.a., the \$13,050.00 penalty amount will no longer be held in abeyance and shall become due and payable to the Division within thirty (30) calendar days of written notification by the Director.
2. Payment in the amount of \$10,000.00, is to be made within thirty (30) calendar days of the Effective Date of this Order, using one of the following options:
 - a. CHECK – Payable to the Division. The payment shall be sent to:

Division of Water Quality
P.O. Box 144870
Salt Lake City, Utah 84114-4870

b. ELECTRIC CHECK PAYMENT – Online Payment Portal:

<https://secured.utah.gov/dwq/Forms/Page/dwq-market/dwq-market/>

- c. OTHER – For other available payment options, please contact the Division’s finance staff at eqwqfinance@utah.gov.
3. If, for any reason, Wellsville fails to pay the penalty within thirty (30) calendar days and thereby defaults, the Director reserves the right to request the Water Quality Board (“Board”) rescind its approval of this Order under Utah Code § 19-5-104(4)(a).
 - a. Prior to requesting that the Board rescind its approval of this Order, the Director shall provide written notice to Wellsville of its default and will provide fourteen (14) calendar days to cure the default by remitting payment. If payment is not received within the fourteen (14) calendar day cure period and, following Board action, the Director is authorized, without providing further written notice to Wellsville, to begin a civil action for all appropriate relief provided under the Act, including seeking the full penalty amount of \$10,000 per violation per day, as authorized under the Act.

IV. GENERAL PROVISIONS

1. The Parties recognize that this Order has been negotiated in good faith and nothing herein constitutes an admission by any Party. Wellsville does not admit to, 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. Wellsville 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 Wellsville’s compliance history where consideration of such history is relevant, including any subsequent violations. Wellsville understands and agrees that this Order is not and cannot be raised as a defense to any other action to enforce any federal, state, or local law.
3. Wellsville agrees to the terms, conditions, and requirements of this Order. By signing this Order, Wellsville 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 Order is subject to a public notice and comment period of at least thirty (30) days, in accordance with Utah Admin. Code R317-8-1.9. The Parties each reserve the right to withdraw from this Order if comments received during the notice and comment period render this Order inappropriate, improper, or inadequate.
5. The “Effective Date” shall be the date this Order is executed by the Director. The Director will not sign this 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 Stipulation and Consent Order section of this Order may be extended in writing by the Director, in the Director’s sole discretion, based on Wellsville’s showing of good cause. Good cause for an extension generally means events outside of the

reasonable control of Wellsville, such as force majeure, inclement weather, contractor or supplier delays, and similar circumstances. However, the Director expects Wellsville to employ reasonable means to limit and prevent foreseeable causes of delay. The timeliness of Wellsville'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 actions, including additional penalties against Wellsville, 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. This Order 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 Order.
10. This Order may be amended in writing if signed by both Parties.

V. 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. 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 court judge imposing a civil penalty per day of violation.

VI. SIGNATORY

The undersigned, signing this Order on behalf of City of Wellsville represents and warrants that it is duly authorized and has legal capacity to legally bind City of Wellsville and agrees that the Director may rely on that representation.

Pursuant to the Utah Water Quality Act, Utah Code § 19-5-101 *et seq.*, and Utah Admin. Code R317, the Parties hereto mutually agree and consent to this Stipulation and Consent Order, as evidenced below:

[SIGNATURE PAGE FOLLOWS]

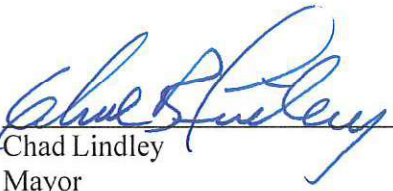
IT IS SO AGREED AND ORDERED:

For the State of Utah, Department Of Environmental Quality, Division of Water Quality

Candice A. Hasenyager, P.E.
Director

Date: _____

For City of Wellsville



Chad Lindley
Mayor

Date: Sept 28, 2024