This SETTLEMENT AGREEMENT (hereinafter "AGREEMENT") is between NRM TRANSPORT LLC (hereinafter “NRM”) and the DIRECTOR OF THE DIVISION OF WATER QUALITY (hereinafter the “DIRECTOR”), concerning violations of the Utah Water Quality Act (the Act), Utah Code Annotated, and the Utah Administrative Code.

1. The DIRECTOR has authority to administer the Utah Water Quality Act, as amended 1953, (hereinafter the "ACT").

2. The UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) 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 NRM.

4. The DIRECTOR will administer the terms and provisions of this AGREEMENT.

5. This AGREEMENT resolves the NOTICE OF VIOLATION and ORDER, Docket Number I14-07 (hereinafter the "NOTICE"), between NRM and the UTAH WATER QUALITY (BOARD), issued to NRM on June 10, 2014, by the BOARD. It does not in any way relieve NRM 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, NRM agrees to;

    a. Pay a total penalty amount of $8,400.00 within 30 days of the effective date of this AGREEMENT by check made payable to the State of Utah.

    b. Submit to the DIRECTOR for his approval, a report detailing efforts to prove the integrity of the disposal line and insure the integrity of the line.
The penalty has been determined using the Penalty Criteria for Civil Settlement Negotiations, Utah Administrative Code ("UAC") R317-1-9 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. Submittals required under this AGREEMENT shall be delivered or mailed to the Division of Water Quality, Department of Environmental Quality, 195 North 1950 West, P.O. Box 144870, Salt Lake City, Utah 84114-4870.

7. Nothing contained in this AGREEMENT shall preclude the DIRECTOR from taking additional actions to include additional penalties against NRM for permit violations not resolved by this AGREEMENT.

8. If an agreement between NRM and the DIRECTOR cannot be reached in a dispute arising under any provision of this AGREEMENT, then NRM or the DIRECTOR may commence a proceeding with the SEQ 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.

9. Nothing in this AGREEMENT shall constitute a waiver by NRM to raise in defense any legal or factual contention for future allegations of noncompliance.

10. 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 STATE may have against NRM, 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.

AGREED to this ____ day of ______________, 2014.

NRM TRANSPORTATION LLC

By ________________________________
Authorized Agent

UTAH DIVISION of WATER QUALITY

By ________________________________
Director