

**STATE OF OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION**

**IN THE MATTER OF:
NORMAN UTILITIES AUTHORITY,**

RESPONDENT,

CASE NO. 25-035

COMPLAINT NO. 188865

**FACILITY NO. W-20806
PROBLEM(s): DISCHARGE WITHOUT
A PERMIT THAT
RESULTED IN A FISH
KILL**

CONSENT ORDER

The parties to this case, the State of Oklahoma, ex rel. Department of Environmental Quality (“DEQ”) and the Norman Utilities Authority (“Respondent”) agree to this Consent Order (“Order”) in order to resolve certain environmental compliance issues.

This Order supersedes and closes the Notice of Violation (“NOV”), No. W-20806-25-1 issued to Respondent on January 27, 2025.

FINDINGS OF FACT

1. Respondent owns and operates a public water supply (“PWS”) system, which serves the residents of the City of Norman, Oklahoma. The PWS system consists of a conventional water treatment plant (“WTP”), finished water distribution system, and appurtenances. Respondent does not possess an OPDES Permit to discharge wastewater and/or other pollutants from the WTP or its associated appurtenances at any location.

2. On December 17, 2024, DEQ received Citizen Complaint No. 188865 (“Complaint”), in which it notes that during the weekend of December 15-16, 2024, at least forty (40) dead fish were observed in Rock Creek. The Complaint further states there was a significant increase in flow and the presence of a nose-burning odor. The Complaint alleges that the high

flow, the fish kill, and odor were the result of Respondent discharging treated water from its WTP to Rock Creek. That same day and prior to inspecting the Complaint site, Amanda Russell, Environmental Programs Specialist for DEQ, spoke on the phone with Rachel Camp, P.E., WTP Manager for Respondent. Ms. Camp informed Ms. Russell that during the previous week Respondent discharged chlorinated water from its WTP clearwell to Rock Creek.

3. On December 17, 2024, Ms. Russell and Chris Priddy, Environmental Programs Specialist for DEQ, conducted an inspection at the Complaint site, near the location where Rock Creek Rd. crosses Rock Creek, approximately one third of a mile east of 48th Avenue, and observed six (6) dead fish. Then, Ms. Russell and Mr. Priddy inspected Rock Creek, starting from the 60th Avenue bridge and walking between a quarter and a half of one mile both upstream and downstream of the bridge, and observed approximately seventeen (17) dead fish, all of which were upstream of the bridge. Then, Ms. Russell and Mr. Priddy inspected Rock Creek at the 72nd Avenue bridge, walking a similar distance both upstream and downstream of the bridge, and observed no dead fish. Finally, Ms. Russell and Mr. Priddy inspected Rock Creek, starting at the WTP and walking approximately half of a mile downstream, and observed no dead fish. At each location inspected in which was response to the Complaint, DEQ tested the water and found no measurable amount of Total Residual Chlorine (“TRC”). Additionally, DEQ did not detect any unusual odor coming from the water in Rock Creek.

4. On December 17, 2024, during the same inspection discussed in Paragraph 3 of this Order, Ms. Camp and Scott Aynes, Line Maintenance Division Manager for Respondent, informed Ms. Russell and Mr. Priddy of the following information. After making treatment changes at the WTP, Respondent worked to reestablish an appropriate secondary disinfectant residual in its PWS distribution system. As part of that effort, Respondent flushed treated water from its clearwell from the 16-inch blow-off valve by Robinson Avenue to Rock Creek. At that time, Respondent placed ten (10) de-chlorination tablets into the flow of discharging water, which had a measured TRC of 2.0 milligrams per liter (“mg/L”), and also placed five (5) de-chlorination tablets in Rock Creek at a location slightly downstream, near the WTP lagoons. Respondent measured a TRC of 0.8 mg/L in Rock Creek’s water, near the 36th Avenue bridge and, in response, placed ten (10) more de-chlorination tablets into Rock Creek at that location.

5. On December 19, 2024, David Mercer, P.E., District Engineer for DEQ, spoke by telephone with Chris Mattingly, Utilities Director for Respondent. Mr. Mattingly and Mr. Mercer

discussed the changes which Respondent was making to the WTP's disinfection process at the time when it diverted water from its WTP clearwell to Rock Creek. DEQ and Respondent also discussed the challenges of properly dechlorinating treated water at the 16-inch blow-off valve, referenced in Paragraph 4. Mr. Mattingly indicated that Respondent owns industry-standard equipment for dechlorinating flushed water from its PWS system, that this equipment is not compatible with the relatively larger 16-inch blow-off valve, and the need to develop an alternate, improved method for dechlorination at this location.

6. On January 27, 2025, DEQ issued NOV W-20806-25-1 to Respondent for the discharge of chlorinated drinking water and the subsequent, observed fish kill described in Paragraph 3 of this Order. On February 14, 2025, DEQ received a response to the NOV. The response stated that the December 2024 flushing event was necessary to prevent an inadequate disinfectant residual in Respondent's PWS system, that Respondent made provisions for dechlorinating the discharge based on information from American Waterworks Association standards, but that these provisions proved insufficient due to the significant volume and rate of the discharge. The response described how Respondent is modifying its WTP automation to more accurately generate chloramines through chlorine and ammonia addition. The response further stated that Respondent has established a new flushing policy to be prepared for any similar future events and discussed alternatives Respondent is considering for onsite storage of water until discharge requirements can be met. A copy of Respondent's standard operating procedure for flushing and dechlorinating treated drinking water was attached to the response.

7. On March 19, 2025, representatives of DEQ met virtually with representatives of Respondent to discuss this Order. During the meeting, participants reviewed the proposed penalty associated with the fish kill resulting from the unpermitted discharge of treated water from the WTP. Mr. Mattingly stated that the matter would be presented to Respondent's board for its review and consideration.

8. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

9. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

10. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under 27A Oklahoma Statutes (“O.S.”) § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206, and the rules promulgated thereunder at OAC 252:606.

11. Respondent and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

12. By causing a fish kill in the waters of the state, Respondent violated **27A O.S. § 2-6-105(A)**, which states that “It shall be unlawful for any person to cause pollution of any waters of the state or to place or cause to be placed any wastes in a location where they are likely to cause pollution of any air, land or waters of the state. Any such action is hereby declared to be a public nuisance.”

13. By having an unpermitted discharge occur, Respondent violated **27A O.S. § 2-6-205(A)**, which states that “Except as otherwise provided in subsection B of this section, it shall be unlawful for any facility, activity or entity regulated by the Department of Environmental Quality pursuant to the Oklahoma Pollutant Discharge Elimination System Act to discharge any pollutant into waters of the state or elsewhere without first obtaining a permit from the Executive Director.

ORDER

14. The Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206 authorizes DEQ to seek penalties of up to Ten Thousand Dollars (\$10,000.00) per day per violation for violation of the Act and the associated rules. Based on the facts and circumstances of this case, DEQ assesses a total penalty of Ten Thousand Dollars (\$10,000.00). Respondent agrees to pay DEQ a cash penalty of Eight Thousand Five Hundred Dollars (\$8,5000.00) within thirty (30) days of execution of this Consent Order. Respondent further agrees that, within thirty (30) days of the effective date of this Consent Order, Respondent will complete a Supplemental Environmental Project (“SEP”) in the amount of Three Thousand Dollars (\$3,000.00) to restock fish in the affected portion of Rock Creek. DEQ will apply two-for-one dollar credit up to Three Thousand Dollars (\$3,000.00) in lieu of the remaining Fifteen Hundred Dollar (\$1,500) cash penalty payment to DEQ. All payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or DEQ), showing the Case Number of this Consent Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Oklahoma Department of Environmental Quality
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

15. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in District Court.

GENERAL PROVISIONS

16. DEQ has received delegation from the United States Environmental Protection Agency, to implement and enforce the federal National Pollutant Discharge Elimination System (“NPDES”) program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Order be violated or future violations occur.

17. Respondent and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Order may require the payment of an administrative penalty.

18. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent’s obligation to obtain written approval by DEQ when required by this Order.

19. Respondent agrees to allow agents of DEQ entry onto Respondent’s property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time and allow DEQ to observe and/or split-sample.

20. Unless otherwise specified, any report, notice, or other communication required under this Order must be in writing and must be sent to:

For DEQ:

David Mercer, P.E., District Engineer
Municipal Wastewater Enforcement Section
Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

For Respondent:

Chris Mattingly, P.E., Utilities Director
Norman Utilities Authority
P.O. Box 370
Norman, Oklahoma 73070-0370

21. This Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Order and for the purpose of resolving disputes.

22. Nothing in this Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Order.

23. Nothing in this Order excuses Respondent from its obligation to comply with all applicable federal, state, and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

24. The provisions of this Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Order.

25. Compliance with the terms and conditions of this Order fully satisfies Respondent's liability to DEQ for all allegations of noncompliance in this Order. If Respondent satisfies the requirements of this Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the allegations of noncompliance in this Order. Nothing in this

Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

26. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Order will be Oklahoma County, Oklahoma.

27. The requirements of this Order will be considered satisfied and this Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated that all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

28. The individuals signing this Order certify that they are authorized to sign it and to legally bind the parties they represent.

29. This Order becomes effective on the date of the later of the two signatures below.

**FOR NORMAN UTILITIES
AUTHORITY:**

**LARRY HEIKKILA
CHAIRMAN**

DATE

**FOR DEPARTMENT OF
ENVIRONMENTAL QUALITY:**

**ROBERT SINGLETARY
EXECUTIVE DIRECTOR**

DATE