

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
 Ridenhour Directional)
 Drilling, Inc) **Order No. 2018-WPCB-1492**
)
 Proceeding under the)
 Missouri Clean Water Law)

ABATEMENT ORDER ON CONSENT

NOTICE TO RECIPIENTS OF ABATEMENT ORDERS ON CONSENT

The issuing of this Abatement Order on Consent (AOC) No. 2018-WPCB-1492, by the Missouri Department of Natural Resources (Department), is a formal administrative action by the State of Missouri and is being issued because Ridenhour Directional Drilling, Inc. (Respondent) violated the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 644.056 and 644.079, Revised Statutes of Missouri (RSMo.). Failure to comply with this AOC is, by itself, a violation of the MCWL Section 644.076.1, RSMo. Additional enforcement action may occur without further administrative notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the Respondent of liability for, or preclude the Department from, initiating an administrative or judicial enforcement action to recover civil penalties or administrative for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

FINDINGS OF FACT

1. The Respondent specializes in directional boring and utility underground construction. The Respondent is registered with the Missouri Secretary of State and is in good standing.
2. Mill Creek and its tributaries are waters of the state as the term is defined by Section 644.016 (27), RSMo.
3. The Respondent was hired by Socket Telecom, LLC to conduct underground boring for fiber optic lines. The Respondent hired a subcontractor, Buscher Backhoe and Landscaping, LLC, to complete the underground boring work. During the underground boring, a sewer main operated by the City of Columbia (City) was struck causing the sewer line to collapse and backup, resulting in a Sanitary Sewer Overflow (SSO) that discharged through a manhole near the intersection of South Old Mill Creek Road and Crabapple Lane in Columbia, Missouri.
4. On June 20, 2016, Department staff conducted an investigation in response to a report of a SSO from the City. Mr. Gary Lisby, Sewer Maintenance Supervisor, met staff at the location where the SSO occurred. Mr. Lisby granted staff permission to access the site and accompanied staff during a portion of the investigation. Mr. Lisby explained that a contractor was hired by Socket Telecommunications to bore a line from east to west near the intersection of South Old Mill Creek Road and Crabapple Lane. Mr. Lisby stated that when the contractor bored the fiber optic line, the City's sewer main was hit causing it to collapse. When the sewer main collapsed, it caused the main to plug and backup and the manhole located upflow of the location the boring occurred overflowed as a result. Mr. Lisby stated that the fiber optic line was bored on Wednesday, June 15, 2016.
5. On February 22, 2017, Department staff met with the Respondent. During the

meeting, the Respondent took responsibility of the incident as the Respondent was the general contractor. Furthermore, the Respondent agreed to pay the civil penalty and the states investigative costs to settle the matter.

6. The MCWL and Section 644.096, RSMo, authorize the state, or any political subdivision or agency to recover actual damages, including all costs and expenses necessary to establish or collect any sums under Sections 644.006 to 644.141, RSMo, and the costs and expenses of restoring any waters of the state to their condition as they existed before the violation, sustained by it because of any violation.

7. The Department dispatched employees to investigate an environmental concern on June 20, 2016. In doing so, the Department incurred costs and expenses, including but not limited to, water sampling and analysis, and travel expenses, in the amount of \$1,922.04.

STATEMENT OF VIOLATIONS

The Respondent has violated the MCWL and its implementing regulations as follows:

8. Discharged a water contaminant, sediment, was observed in the Tributary to Mill Creek, waters of the state, which reduce the quality of such waters below the Water Quality Standards established by the Missouri Clean Water Commission, in violation of Sections 644.051.1(2) and 644.076.1, RSMo, and 10CSR 20-7.031(4)(C); and

9. Caused pollution of Tributary to Mill Creek, waters of the state, or placed or caused or permitted to be placed a water contaminant, in a location where it is reasonably certain to cause pollution of waters of the state in violation of Sections 644.051.1(1) and 644.076.1, RSMo.

AGREEMENT

10. The Department and the Respondent desire to amicably resolve all claims that may be brought against the Respondent for violations alleged above in Section III, Citations and

Conclusions of Law, without the Respondent admitting to the validity or accuracy of such claims.

11. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under; through, or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the Respondent under this AOC.

12. The Respondent in compromise and satisfaction of the Department's claims relating to the above-referenced violations agree, without admitting liability or fault, to pay a civil penalty in the amount of \$1,500, which shall be paid in the form of a check made payable to "Boone County Treasurer, as custodian of the Boone County School Fund." The check in the amount of \$1,500 is due and made payable upon execution of this AOC by the Respondent. The check shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

13. The Respondent is ordered and agrees to pay the State's investigative costs in the amount of \$1,922.04 in the form of a separate check made payable to the "State of Missouri." The check in the amount of \$1,922.04 is due and made payable upon execution of this AOC by the Respondent. The check shall be delivered as provided in Paragraph 12.

SUBMISSIONS

14. All other documentation submitted to the Department for compliance with this AOC shall be submitted within the timeframes specified to:

Mr. Brad Allen
Department of Natural Resources
Water Protection Program
Compliance and Enforcement Section
P.O. Box 176
Jefferson City, MO 65102-0176

OTHER PROVISIONS

15. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the Respondent shall notify the Department by telephone or electronic mail 1) identifying the deadline that will not be completed; 2) identifying the reason for failing to meet the deadline; and 3) proposing an extension to the deadline. Within five days of notifying the Department, the Respondent shall submit to the Department for review and approval a written request containing the same information described in Provisions 1, 2, and 3 above. The Department may grant an extension if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the Respondent's right to request an extension and may be grounds for the Department to deny the Respondent an extension.

16. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification or any other requirements of the MCWL and regulations, or any other source of law. Nor does this order resolve any future violations of this order or any law or regulation. Consistent with 10 CSR 20-3.010(5), this AOC shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

17. Nothing in this AOC forgives the Respondent from future non-compliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any non-compliance with the laws of the State of Missouri. The

terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda or understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

18. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

19. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the Respondent for its records.

20. The Respondent shall comply with the MCWL, Chapter 644, RSMo and its implementing regulations at all times in the future.

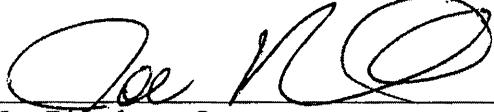
NOTICE OF APPEAL RIGHTS

By signing this AOC, the Respondent consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

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SIGNATORY AUTHORITY

Agreed to and are Ordered on this 8th day of April, 2018



Joe Ridenhour, Owner
Ridenhour Directional Drilling, Inc.

Agreed to and so Ordered on this 3rd day of MAY, 2018



DEPARTMENT OF NATURAL RESOURCES
Chris Wieberg, Director
Water Protection Program

- c: Ms. Diane Huffman, U.S. Environmental Protection Agency, Region 7
Ms. Cindy Davies, Director, Southwest Regional Office
General Counsel's Office
Accounting Program