

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Jeffrey Kopf 11/3/11
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CWA-01-2010-0079

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Danbury, CT
155 Deer Hill Avenue
Danbury, CT 06810

Total Dollar Amount of Receivable \$ 30,000 Due Date: 12/13/11

SEP due? Yes No Date Due 10/2012

Installment Method (if applicable)

INSTALLMENTS OF:
1ST \$ _____ on _____
2nd \$ _____ on _____
3rd \$ _____ on _____
4th \$ _____ on _____
5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION I

5 Post Office Square, Suite 100

Mail Code: OES04-4

BOSTON, MASSACHUSETTS 02109-3912

RECEIVED

NOV 03 2011

EPA ORC WS
Office of Regional Hearing Clerk

November 3, 2011

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region I
5 Post Office Square, Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

BY HAND

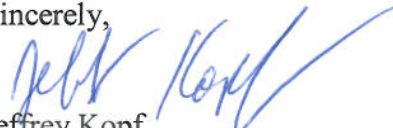
Re: In the Matter of: Danbury, Connecticut, CWA-01-2010-0079
Consent Agreement and Final Order for Approval

Dear Ms. Santiago,

Enclosed for filing, please find a Consent Agreement and Final Order (CAFO) settling the matter referenced above.

Thank you for your attention to this matter.

Sincerely,


Jeffrey Kopf
Senior Enforcement Counsel
U.S. EPA, Region 1

Enclosure

cc: Robert S. Melvin, Robinson & Cole LLP
Laszlo L. Pinter, Deputy Corporation Counsel, City of Danbury, Connecticut

RECEIVED

NOV 03 2011

EPA ORC
Office of Regional Hearing Clerk

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____)
 In the Matter of:)
)
 DANBURY, CONNECTICUT)
 155 DEER HILL AVENUE)
 DANBURY, CT 06810)
)
)
)
)
 Respondent.)
 _____)

Docket No. CWA 01-2010-0079
CONSENT AGREEMENT
AND FINAL ORDER

This Consent Agreement and Final Order ("CAFO") is issued under the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 309(g) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g), in accordance with 40 C.F.R. § 22.18(b) of EPA's "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits," 40 C.F.R. Part 22 ("Part 22 Rules").

CONSENT AGREEMENT AND FINAL ORDER
In re: Danbury, CT
Docket No. CWA-01-2010-0079

US EPA, REGION 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against the Respondent, pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by filing an Administrative Complaint against Respondent, the City of Danbury, Connecticut Docket No.

CWA-01-2010-0079, on March 9, 2011.

2. The complete factual and jurisdictional basis for proposing the assessment of a civil penalty is set forth in the Complaint and is incorporated herein by reference.

3. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and in accordance with 40 C.F.R. § 22.38(b), the State of Connecticut has been given an opportunity to consult with EPA regarding the assessment of the administrative penalty for CWA violations against Respondent.

4. Section 309(g)(4)(A) of the CWA, 33 U.S.C. 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to comment on, the proposed issuance of such order. EPA has satisfied this requirement by providing public notice of, and reasonable opportunity to comment on, the proposed penalty.

II. CONSENT AGREEMENT

5. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint.
6. Respondent waives any defenses that it might have as to jurisdiction and venue, and, without admitting or denying the facts and violations alleged in the Complaint, consents to the terms of this CAFO.

Waiver of Rights

7. Respondent hereby waives its right to request a judicial or administrative hearing on any issue of law or fact set forth in the Complaint, and consents to the issuance of the Final Order included with this Consent Agreement without further adjudication.

Penalty

8. Based upon the statutory penalty factors at Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3) and Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of THIRTY THOUSAND dollars (\$30,000) plus interest if due pursuant to Paragraph 24 of this CAFO.

Payment Terms

The parties have agreed to a settlement on the following terms:

9. Respondent shall pay the civil penalty set forth in Paragraph 8 of this CAFO in accordance with the schedule described in Paragraph 10 of this CAFO.

10. a. Within 10 calendar days of the date the Final Order becomes final, under Paragraph 31 of this CAFO, Respondent shall make payment of the amount of \$5,000 by a cashier's or certified check, or a check issued in the ordinary course of business conducted by Respondent, payable to "Environmental Protection Agency," and referencing the title and docket number of this action ("In the Matter of Danbury, CT CWA-01-2010-0079") and "Oil Spill Liability Trust Fund – 311."

The payment shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

b. Within 10 calendar days of the date of the Final Order becomes final under Paragraph 31 of this CAFO, Respondent shall make payment of the amount of \$25,000 by a cashier's or certified check, or a check issued in the ordinary course of business conducted by Respondent, payable to "Environmental Protection Agency," and referencing the title and docket number of this action ("In the Matter of Danbury, CT CWA-01-2010-0079"). The payment shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

11. The date said checks are deposited in the mail shall be considered the dates that the payment is made.

12. Respondent shall simultaneously submit copies of the penalty payment checks to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mailcode ORA18-1
Boston, MA 02109-3912

and

Jeffrey Kopf
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mailcode OES04-4
Boston, MA 02109-3912

Supplemental Environmental Project ("SEP")

13. Respondent shall complete the following SEP, as described in Attachment 1, which the parties agree is intended to secure significant environmental benefits. The SEP consists of a Habitat Improvement Project in the Kenosia Lake Watershed located in Danbury, Connecticut, as described in Attachment 1. The SEP shall be

completed within one year of the final date of this CAFO, except as provided in Attachment 1 and Paragraph 20 of this CAFO.

14. Respondent will spend at least \$48,000 on the SEP.

15. **SEP Completion Report.** Respondent shall submit an SEP Completion Report within 60 days of completion of the SEP. The SEP Completion Report shall contain the following information:

- a. detailed description of the SEP as implemented;
- b. a list of itemized costs for implementing the SEP;
- c. a certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
- d. a description of the environmental and public health benefits resulting from implementation of the SEP.

16. **Quarterly Reports.** Respondent shall submit quarterly written reports outlining work completed to date and funds spent to date. The quarterly reports will include copies of invoices documenting funds spent towards completion of the SEP. The reports shall be submitted to EPA by the 30th day of the month following each calendar quarter (January, April, July, October).

17. Respondent agrees that failure to submit the reports required by Paragraph 15 and 16 shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to Paragraph 20 below.

18. Respondent shall submit all notices, submissions, and reports required by this CAFO to Mike Fedak by First Class mail or any other commercial delivery service at the following address:

Mike Fedak
US EPA Region 1
5 Post Office Square, Suite 100
Mailcode OES04-3
Boston, MA 02109-3912

19. After receipt of the SEP Completion Report described in Paragraph 15 above, EPA will notify Respondent in writing: (a) that EPA concludes that the SEP has been completed satisfactorily; (b) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (c) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 20 herein. If EPA notifies Respondent pursuant to sub-paragraph 19(b) that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondent pursuant to sub-paragraph 19(c) that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 20 herein.

20. **Stipulated Penalties and Review of Delays.**

(a) **Stipulated Penalties.** In the event that Respondent fails to complete the SEP in accordance with the terms of this CAFO, Respondent shall be liable for a stipulated penalty as provided herein, unless Respondent demonstrates, and EPA agrees, that Respondent made good faith and timely efforts to complete the project and certifies, with supporting documentation, that at least 90 percent of the amount of money that was required to be spent was expended on the SEP, in which case Respondent shall not be liable for any stipulated penalty. If Respondent demonstrates it made good faith and timely efforts to complete the project but spent less than 90 percent of the amount of money required to be spent for the SEP under this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount equal to the difference between the amount of money which was supposed to be spent on the project and the actual amount spent on the project, plus interest on this difference from the date the Final Order becomes final under Paragraph 31 of this CAFO. In the event that EPA does not agree that the SEP has been satisfactorily completed and that the Respondent has made a good faith, timely effort to implement the SEP, EPA may assess a stipulated penalty in an amount not to exceed forty-eight thousand dollars (\$48,000.00), and EPA will notify Respondent of this finding and the amount of any such stipulated penalty in

its written notification provided to Respondent under Paragraph 19 above. In the event that Respondent fails to submit the SEP Completion Report required by Paragraph 15, or fails to submit the Quarterly Reports required by Paragraph 16, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the SEP Completion Report or Quarterly Report was originally due until the date that the report is submitted.

i. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made good faith, timely efforts to implement the SEP shall be in the sole discretion of EPA as set forth in this Paragraph 20.

ii. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity, except as otherwise determined through any review of a delay undertaken by the parties pursuant to this Paragraph 20.

iii. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraphs 10.b, 11 and 12 above. Interest and late charges shall be paid as stated in Paragraph 24.

(b) **Review of Delays.** If any event occurs which causes or may cause delays in the completion of the SEP as required under this CAFO, Respondent shall notify EPA in writing, by certified mail, return receipt requested, not more than 10

days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

i. If the parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

ii. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

iii. The burden of demonstrating to EPA that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not in any event, be a basis for changes in this CAFO or extensions of time under this Paragraph 20. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps, unless Respondent demonstrates that such compliance date or dates would necessarily be delayed.

iv. If the parties agree that compliance with any portion of the SEP cannot be completed due to circumstances beyond the control of Respondent, the SEP may be modified or another SEP project may be proposed by Respondent, subject to the approval of EPA. Any such additional SEP shall be in compliance with the requirements of EPA's SEP Policy as determined by EPA. In such event, the parties shall stipulate to such modification and execute a CAFO effecting such change.

v. Stipulated penalties shall not accrue for any delays approved by EPA under this Paragraph 20.

21. Respondent certifies that, as of the date of this Consent Agreement, Respondent is not required to perform the SEP by any federal, state or local law or regulation, nor is Respondent required to perform the SEP under any grant or agreement with any governmental or private entity, as injunctive relief in this or

any other case, or in compliance with state or local requirements. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

22. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

23. Respondent agrees that any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act."

General Provisions

24. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), a failure by Respondent to pay the penalty or any stipulated penalties assessed by this CAFO in full by the payment due date shall subject Respondent to a civil action to collect the assessed penalty, plus interest at current prevailing rates from the date the penalty was due pursuant to Paragraph 10 or 20 of this CAFO. The rate of interest assessed shall be at the rate set forth in 31 C.F.R. § 901.9(d), promulgated under 31 U.S.C. § 3717. Any person who fails to pay on a timely basis the amount of an assessed penalty shall be required to pay, in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to 20 percent of the aggregate amount of such person's penalties and nonpayment penalties which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

25. The provisions of this CAFO shall be binding upon Respondent and its successors or assigns.

26. Except as described in Paragraph 24 above, each party shall bear its own costs and attorney's fees in this proceeding.

27. Issuance of this CAFO constitutes a full and complete settlement by EPA of all claims for judicial or administrative civil penalties pursuant to Sections 309(d)

and (g) of the CWA, 33 U.S.C. § 1319(d) and (g), for all past violations of the CWA alleged in the Complaint referenced in Paragraph 1.

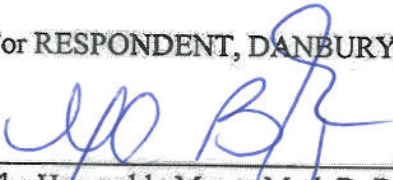
28. This CAFO shall not limit the authority of the United States to enforce the underlying substantive legal requirements of this administrative penalty assessment, whether administratively or judicially, pursuant to Sections 309(a), (b), and (c) of the Act, 33 U.S.C. § 1319(a), (b), and (c), or Section 504 of the Act, 33 U.S.C. § 1364.

29. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. § 1251 et seq., or any regulations promulgated thereunder.

30. The undersigned representative of Respondent certifies that he is fully authorized by Respondent to enter into the terms and conditions of this CAFO and legally bind Respondent.

STIPULATED AND AGREED:


For RESPONDENT, DANBURY, CONNECTICUT



The Honorable Mayor Mark D. Boughton
City of Danbury, Connecticut

10/18/11
Date

For U.S. ENVIRONMENTAL PROTECTION AGENCY




Susan Studlien, Director
Office of Environmental Stewardship
U.S. EPA, Region 1

10/28/11
Date

FINAL ORDER

31. The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondent is hereby ordered to comply with the terms of the above Consent Agreement, which will become final thirty (30) days from the date it is signed by the Regional Judicial Officer.

U.S. ENVIRONMENTAL PROTECTION AGENCY



Jill T. Metcalf
Acting Regional Judicial Officer
U.S. EPA, Region 1

Date: November 3, 2011

In the Matter of: Danbury, Connecticut
Docket No. CWA-01-2010-0079

CERTIFICATE OF SERVICE

I certify that the foregoing CONSENT AGREEMENT AND FINAL ORDER (Docket No. CWA-01-2010-0079) was sent to the following persons, in the manner specified on the date below:

Original and one copy
hand delivered:

Regional Hearing Clerk
U.S. EPA, Region I
5 Post Office Sq., Suite 1100
Mail Code: ORA18-1
Boston, MA 02109-3912

Copy, via Certified Mail,
Return Receipt Requested,

Robert S. Melvin
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597

Copy, via Certified Mail,
Return Receipt Requested,

Laszlo L. Pinter
Deputy Corporation Counsel
Counsel for the City of Danbury, CT
155 Deer Hill Avenue
Danbury, CT 06810-7726

Date: _____

11/3/11



Jeffrey Kopf, Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency
Region I
5 Post Office Sq., Suite 100
Mail Code: OES04-4
Boston, MA 02109-3912
tel: (617) 918-1796
fax: (617) 918-0796
email: kopf.jeff@epa.gov

Attachment 1

Proposed SEP for Habitat Improvement in the Lake Kenosia Watershed

A. Introduction

The Lake Kenosia watershed is a 3264 acre watershed in western Danbury that drains to a 55 acre waterbody (Lake Kenosia). The lake serves several functions including public recreation, a back-up water supply reservoir and an open space resource for aesthetic value for the citizens of Danbury. In connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Clean Water Act, the City of Danbury has proposed to complete a Supplemental Environmental Project (SEP) involving Lake Kenosia. While the City has previously considered projects that would integrate stormwater renovation with habitat improvement, this SEP concerns habitat impacts and improvement.

The Lake Kenosia Commission (LKC) is a volunteer citizen organization, chartered by the City of Danbury, dedicated to maintaining and enhancing the quality of Lake Kenosia and its watershed. The Commission is served by a water resource manager, retained by the Health Department of the City of Danbury. In 1999, the LKC received a grant to conduct a lake diagnostic study to evaluate the trophic status of the lake. The study recommended several watershed based initiatives that would improve the quality of Lake Kenosia.

The LKC then evaluated the most effective strategies that would provide the most cost effective improvements to the Lake and the watershed draining into the lake. Two categories of projects were proposed:

- ✂ Stormwater treatment trains that would retrofit stormwater drainage and filter nitrogen and phosphorous from runoff before discharging into the lake;

- ✂ Habitat enhancements on site(s) also targeted for stormwater treatment projects.

This SEP Scope addresses the habitat enhancement aspects of the LKC's identified projects.

Another habitat improvement project that already exists in the watershed (described later in this document) will be expanded and used as a template for the design and installation of habitat enhancements at new site(s).

Under its long-term plans, the Lake Kenosia Commission considers these expanded and new habitat improvements to be optional "green" supplements to the stormwater retrofitting of existing drainage to the lake. While the SEP projects will serve to "showcase" that engineering-based stormwater improvement projects can be environmentally attractive and serve as open space and educational functions for the citizens of Danbury, the habitat enhancements are a separate set of projects that can be installed with or without the stormwater improvements. The retrofitting of the stormwater - though it will be integrated into the design of this project - will be implemented by other funding sources.

Following this introduction, this document describes the SEP goals, objectives and project benefits (B, below), followed by the Project Description and Scope (C), the Timeline for completion (D) and the Budget (E). Appendix 1 illustrates the new candidate sites for habitat restoration.

B. Goals and benefits of the SEP projects

Over the past 10 years, the Lake Kenosia Commission of the City of Danbury has identified several potential projects as part of a watershed based plan. These project plans have typically included a stormwater management function and a habitat enhancement dimension.

The proposed SEP projects would address **habitat enhancement** and include the expansion of an existing habitat enhancement location and the identification, design and completion of at least one new habitat enhancement site.

The existing restoration site is located on the Lake Kenosia shoreline. Habitat enhancement at this location was initiated by the City of Danbury and the Lake Kenosia Commission in 2006 as a non-mandated habitat improvement to the City's Town Park. The City strived to create an open space dimension to the Town Park beach by adding a 10-20 foot wide buffer to the shoreline of the Lake. Three project phases have been completed. The first two phases - the design and installation of two demonstration plots - were installed in 2007 and 2008 and demonstrated the value and viability of the project. The third phase - which is anticipated to be completed in September, 2011 - planted the balance of the shoreline and beach perimeter with native plantings. To support the SEP, the City proposes a fourth phase for completion in 2012 - a one season enhancement of the buffer based upon factors including the observed survivorship of the species and the enhancement of the vegetated buffer with additional shrubs, grasses and forbs. The tasks associated with the existing site also include evaluation of these habitat enhancements and development of certain specifications to support the habitat enhancement tasks proposed for new location(s).

Three specific candidate locations for new site(s) have been targeted in the watershed northwest of Lake Kenosia. Each has its merits and challenges. What is required to implement the new site project is final site selection, a feasibility study, an engineering design for the work, and funding for the actual implementation of the design.

The overall Project Goal of the SEP is to **implement habitat improvements that provide the public with a demonstration of how an area that is biologically degraded can be transformed into a site that has improved environmental functions for native plant diversity and wildlife functions.**

The specific objectives for this SEP project are as follows:

1. Identify a preferred new site that has a high need for habitat enhancement, ability to be restored to a higher ecological function and which also occurs on a property that can be later used to retrofit stormwater.
2. Design a habitat improvement project for the selected new site. The design should identify a minimum area or other measure of habitat enhancements that will be completed under the SEP. The design should also include recreational / educational access to the restoration zones and signage to describe to the public the restoration features and how this benefits the ecological function of the area. The habitat improvement will be modeled on the template of the City's pilot project for habitat improvement project at the Lake Kenosia Town Park.

3. Evaluate the existing Town Park restoration site, complete a new phase of vegetated buffer enhancements to that existing site, and determine a per acre cost to maintain such a project for the critical three-year phase following such enhancements. The new site improvement plan needs to include an annual maintenance specification to assure maximum survivorship function in the first three years of planting.
4. Construct the habitat enhancements in accordance with the selected new site design by the end of the SEP project period. The following will be constructed and documented as part of the SEP project:
 - We will create a riparian buffer that fringes a swamp and a watercourse at a Town Park, replacing invasive vines, shrubs and grasses with native grasses, sedges, rushes, shrubs and/ or forbs.
 - At the outlet of a culvert that channels a stream into the swamp in the center of the Town Park buffer zone described above, we will widen the mouth of the discharge into a plunge pool and create a riparian buffer around the pool with native wetland plants.
 - At the same Town Park, we will provide a one season enhancement of a recently established riparian buffer at the lake shore (this existing buffer will be used as a template for the newly created habitats around the swamp and the plunge pool).

If the existing and new site objectives are completed at an expense below the SEP funding commitment, or if another funding source becomes available, the City may elect to further expand these habitat enhancement locations or to complete such work at other new site(s). The environmental benefits of the project include:

- Removal of invasive species;
- Enhancement of habitat for birds, fish and other wildlife; and
- Creating environmental education access to these improved habitat areas for outdoor environmental education classes or informal learning through kiosks.

C. Project Description and Scope

The following steps summarize the work to be completed:

1. Issue Request for Quotes to one or more engineering firms.
2. Select new site for SEP project with specific strategies and estimated costs, based upon feasibility study. There are three "candidate sites", which are exhibited on figures 1-3 in Appendix 1.
3. Complete a Phase IV expansion of the existing restoration site on the Lake Kenosia shoreline. As explained above, this final phase would be a one season enhancement of the buffer based upon factors including the observed survivorship of the species, the enhancement of the vegetated buffer with additional shrubs, grasses and forbs, and the development of a cost estimate per acre for the maintenance phase of the project for the critical first three years following planting. The project enhancement maintenance cost projections for Phase IV will be applied to the new habitat improvement site that is constructed as Step 5, below, as a recommended site stewardship initiative after the SEP is completed.

4. Design the new site project in accordance with objectives 2-3 identified in Section B, above.
5. Install the habitat restoration project at the new site as the milestone completion for the SEP.

D. Timeline for the Project

Month from execution of SEP Agreement with EPA
(see Note below)

Project Activity	Month 1	Month 2	Months 3-5	Months 6-8	Month 9	Month 10-12
City retains engineer for design of project						
Engineer completes feasibility study and recommends site						
Project Designed						
City issues bid						
Phase IV enhancement of template area						
City selects habitat restoration <i>contractor</i>						
<i>Contractor</i> completes project						

NOTE: The Project timeline shown here assumes that a new "Change in Use" permit is not required from the Connecticut Department of Public Health, that all environmental permits required for the project will be issued within a one month period of time, and that circumstances beyond the City's Control (such as prohibitive weather) will not prevent the installation of vegetation prior to July 1, 2012. If any of these or other time delay circumstances occur which would reasonably prevent the SEP from being completed within one year of the final date of the Consent Agreement and Final Order (CAFO), the construction may be delayed to the 2013 planting season, pursuant to Paragraph 20 of the CAFO.

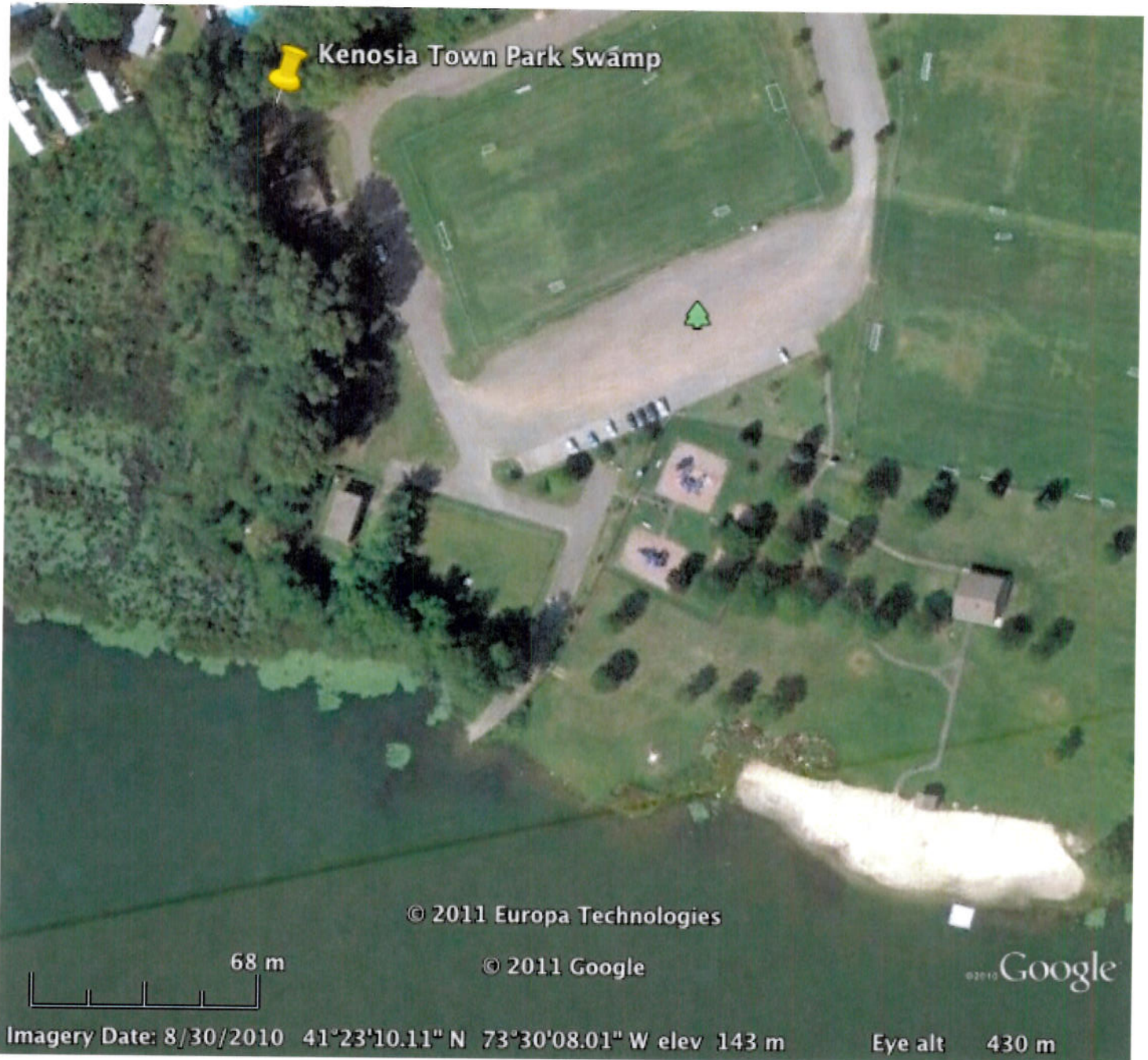
E. Budget:

An itemized estimate for this project is as follows:

- Feasibility Study and design of project by project engineer: \$ 20,000
- Construction Costs for implementation by environmental landscaper \$ 20,500
- Phase IV enhancement of native vegetated buffer at Town Park \$ 7,500

TOTAL SEP PROJECT ESTIMATE: \$ 48,000

APPENDIX 1: LOCATION OF CANDIDATE RESTORATION SITES



**Figure 1: Swamp and upland fringe at City Town Park at Lake Kenosia
Fringe areas between the swamp and playing field can be enhanced**

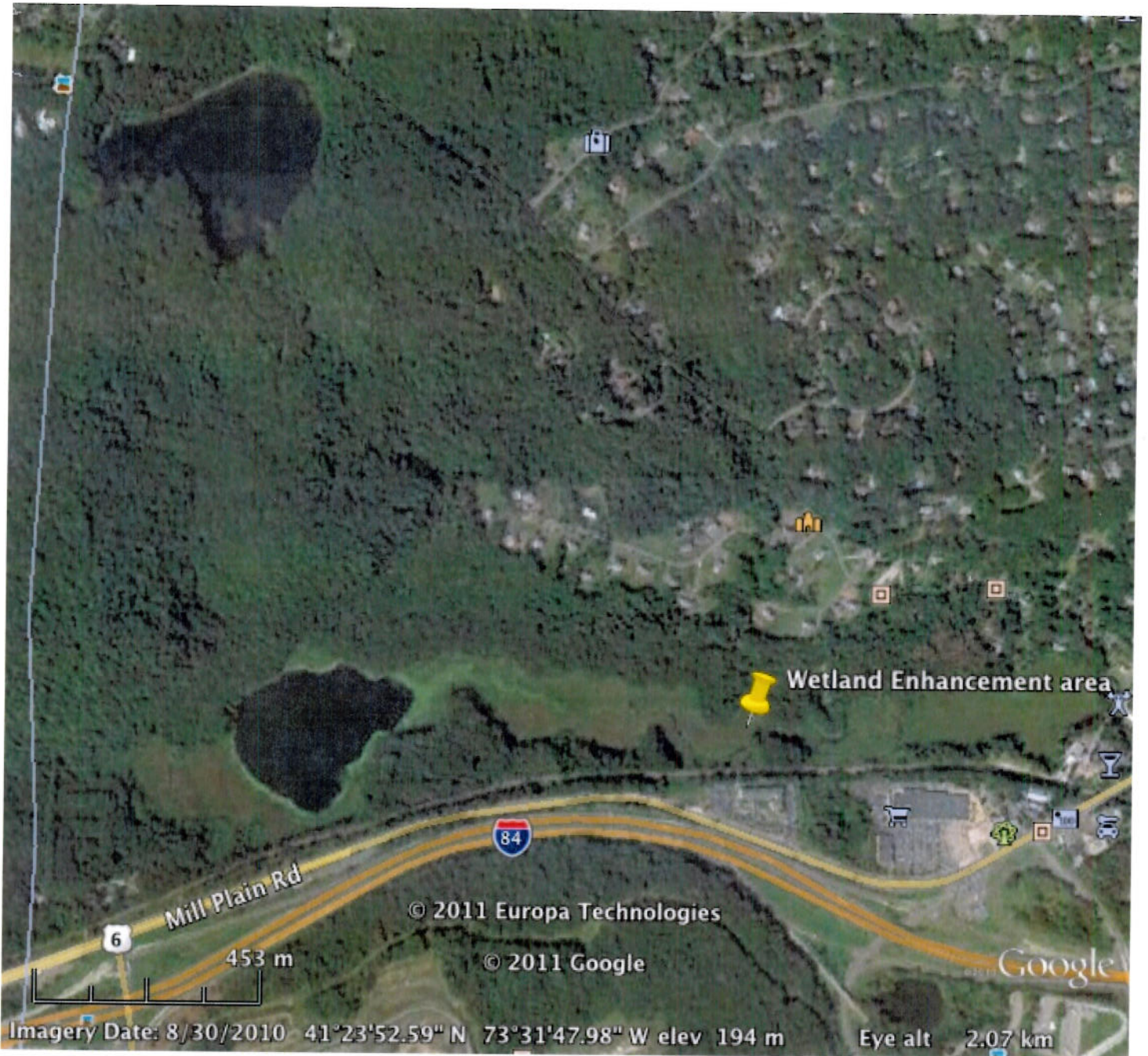
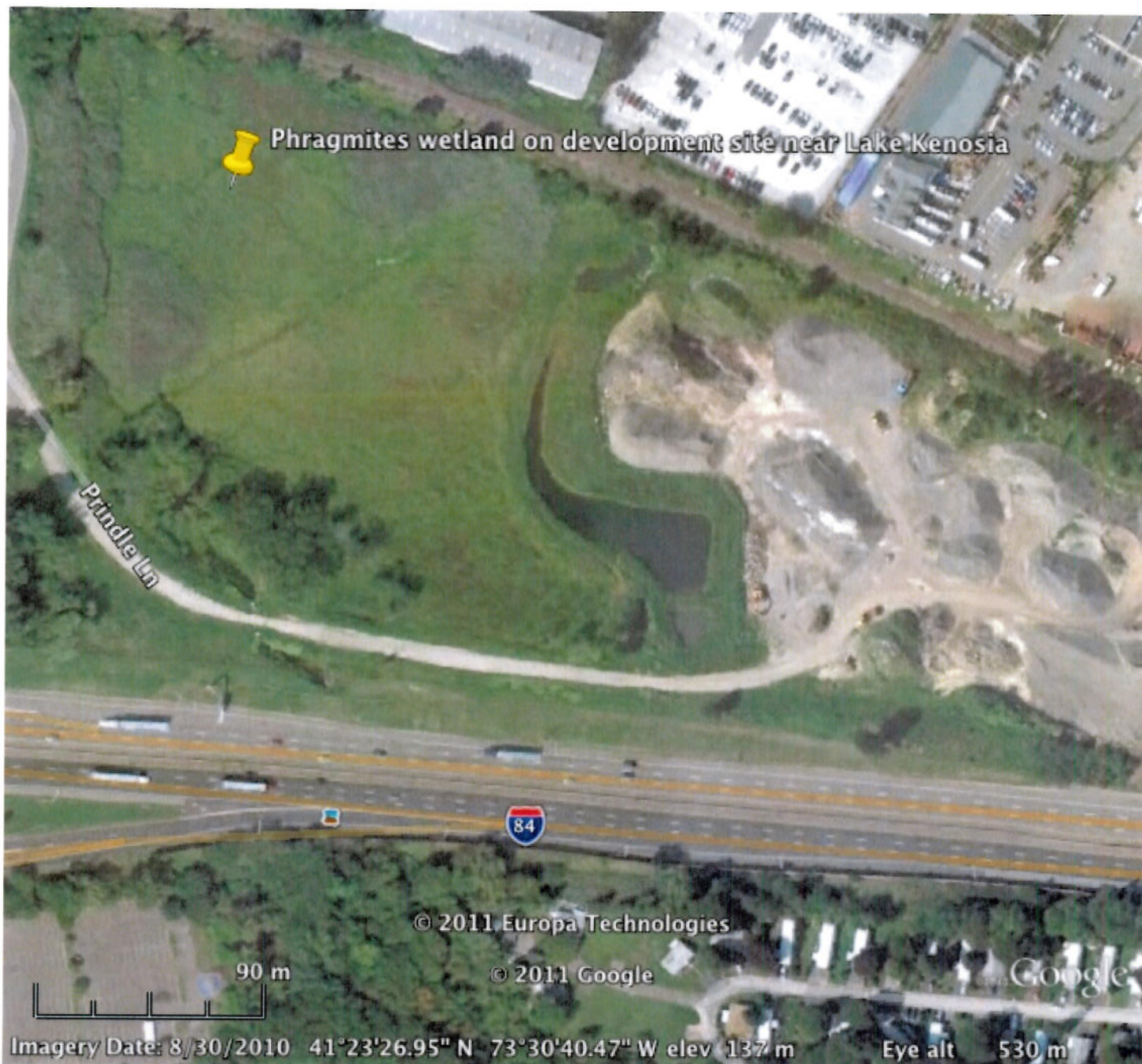


Figure 2: City open space park at northwest corner of Lake Kenosia watershed. New York State boundary shown on left (gray line) of image; Proposed area for wetland enhancement extends from Sanford's Pond (lower pond near Highway) to the right end of image.



**Figure 3: Wetland area on development site with monoculture of Phragmites
Phragmites area can be diversified with native plantings**