

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Jeffrey Novocross 6/18/11
Name of Case Attorney Date

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

Case Docket Number CWA-01-2011-0094

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:

Town of Wareham, MA
Memorial Town Hall
54 Marion Road
Wareham, MA 02571

Total Dollar Amount of Receivable \$ 1,500 Due Date: 7/16/12

SEP due? Yes No Date Due 11/30/12

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
Boston, Massachusetts 02109-3912

RECEIVED

JUN 15 2012

EPA ORC WS
Office of Regional Hearing Clerk

BY HAND

June 15, 2012

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

Re: In the Matter of: the Town of Wareham, MA
Docket No. CWA-01-2011-0094

Dear Ms. Santiago:

In accordance with 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and 22.45(c)(3), enclosed please find the original and one copy of the fully executed Consent Agreement and Final Order (in the form of an Expedited Settlement Agreement) resolving the above-referenced case.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Norcross".

Jeffrey Norcross

Enclosures

cc: John D. Foster, Interim Town Administrator, Town of Wareham
Mark Gifford, Director, Municipal Maintenance, Town of Wareham



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1
5 Post Office Square, Suite 100, Boston, Massachusetts 02109-3912

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EPA ORC
Office of Regional Hearing Clerk

EXPEDITED SETTLEMENT AGREEMENT

Issued under Section 309(g)(2)(A) of the Clean Water Act, 33 U.S.C. § 1319(g)(2)(A)
and 40 C.F.R. § 22.13(b).

Docket Number: CWA-01-2011-0094

The Town of Wareham, Massachusetts ("Respondent") is a "municipality" and a "person" discharging "pollutants" from "point sources" to "navigable waters," as those terms are defined in Section 502 of the Clean Water Act ("Act"), 33 U.S.C. § 1362. Respondent is an owner and operator of a regulated small Municipal Separate Storm Sewer System ("MS4") as defined at 40 C.F.R. §§ 122.26(b)(16) and 122.32(a), which is covered by the National Pollutant Discharge Elimination System ("NPDES") General Permit for Storm Water Discharges from Small Municipal Separate Sewer Systems ("Permit") issued under Section 402 of the Act, 33 U.S.C. § 1342, dated May 1, 2003, and continued in effect pursuant to 40 C.F.R. § 122.6.

EPA finds, and Respondent admits, that pursuant to Part III, F.1. of the Permit, Respondent was required to submit an Annual Report on May 1, 2011 and Respondent failed to submit this Annual Report in violation of the Permit. Respondent also failed to submit annual reports on its MS4 program due on May 1, 2009 and May 1, 2010 in a timely manner. By violating the terms and conditions of the Permit issued pursuant to Section 402 of the Act, Respondent has violated Section 301(a) of the Act, 33 U.S.C. § 1311(a).

For purposes of this proceeding, Respondent admits it is subject to the Permit and Section 402 of the Act and the regulations promulgated thereunder, and that EPA has jurisdiction over Respondent and Respondent's conduct as described above. Respondent admits to the facts and finding of violation stated above, and waives any objections it may have to EPA's jurisdiction in this matter.

The parties enter into this Expedited Settlement Agreement ("Agreement") in order to settle the civil violation alleged above. Pursuant to the Act, based on the nature of the violations, 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 \$1,500. Respondent consents to the issuance of this Agreement and consents to the payment of such penalty and to the performance of the SEP as outlined in the attachments to this Agreement.

Respondent agrees that, within 10 days of the final date of this Agreement, Respondent shall submit a check, with case name and docket number noted ("In the Matter of the Town of Wareham, MA Docket No. CWA-01-2011-0094"), for the amount specified above, payable to the "Treasurer, United States of America," via certified mail, to: U.S. EPA, Fines and Penalties, Cincinnati Finance Center, P.O. Box 979077, St. Louis, MO 63197-9000. Respondent further agrees to complete the SEP within the time frame set out in the attachments to this Agreement

Respondent consents to the assessment of the penalty and performance of the SEP stated herein, and waives its right to: (1) contest the findings of violation specified in this Agreement; (2) a

hearing pursuant to Section 309(g)(2) of the Act, 33 U.S.C. § 1319(g)(2); and (3) appeal pursuant to Section 309(g)(8), 33 U.S.C. § 1319(g)(8).

Additionally, Respondent certifies, subject to civil and criminal penalties for making a false statement to the U. S. Government, that all required Annual Reports have been submitted to EPA, or will be submitted to EPA within 10 days of the final date of this Agreement (or an alternative time frame agreed to by EPA in writing).

This Agreement settles EPA's civil penalty claims against Respondent for the violation(s) specified above. EPA does not waive its rights to take enforcement action against Respondent for any other past, present, or future violation(s) of the Act or of any other federal statute or regulation. EPA does not waive its right to issue a compliance order for any uncorrected violation(s).

If Respondent does not sign and return this Agreement within 14 days of the date of its receipt, the proposed Expedited Settlement is withdrawn without prejudice to EPA's ability to file any other enforcement action for the violation(s) identified herein.

This Agreement is binding on the parties signing below and final 30 days from the date it is signed by the Regional Judicial Officer unless a petition to set aside the Order is filed by a commenter pursuant to Section 309(g)(4)(C) of the Act, 33 U.S.C. § 1319(g)(4)(C), following public noticing of this settlement.

APPROVED BY THE TOWN OF WAREHAM,
MASSACHUSETTS:

Name(print): JOHN D FOSTER
Title(print): INTERIM TOWN ADMINISTRATOR
Signature: [Signature] Date: 4/23/12

APPROVED BY EPA:
[Signature] Date: 4/24/12
Loranna Terison, Legal Enforcement Manager
Office of Environmental Stewardship

More than 40 days have elapsed since the public notice required by Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and EPA has received no public comments concerning this matter.

IT IS SO ORDERED:
[Signature] Date: 6/7/12
LeAnn Jensen
Acting Regional Judicial Officer



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

Attachment to Expedited Settlement Agreement
Wareham, Massachusetts
Docket No. CWA 01-2011-0094
Supplemental Environmental Project to be completed by Respondent

Description of the SEP

Respondent shall complete a supplemental environmental project ("SEP"), which the parties agree is intended to secure significant environmental or public health protection and improvements, and which requires the Respondent to fund the purchase and distribution of rain barrel systems in accordance with the attached Scope of Work (Exhibit A). Respondent agrees to spend, at a minimum, \$5,620 on such SEP and to complete the SEP no later than November 30, 2013.

Respondent hereby certifies that, as of the date of this Expedited Settlement Agreement ("Agreement"), Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation, nor is Respondent required to perform or develop 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 Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP. Respondent specifically certifies as follows:

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. To the best of Respondent's knowledge and belief after reasonable inquiry, there is no such open federal 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.

SEP Completion Report

By November 30, 2012, Respondent shall submit a SEP Completion Report to Jeffrey Norcross, Paralegal, at the address in the Agreement. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating problems encountered and the solutions thereto;
- (iii) Itemized costs, documented by copies of purchase orders and receipts, canceled checks, or wire transfer records;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this Agreement (Specifically, the report shall include the addresses where rain barrels have been installed and verify, through homeowner certification or Town inspection, that all of the distributed rain barrels are in use); and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

Supplemental SEP Completion Report

If additional rain barrels are distributed after November 30, 2012, the Respondent shall send a Supplemental SEP Completion Report to EPA by December 31, 2013 including the additional addresses where rain barrels have been installed and shall verify through homeowner certification or Town inspection that the rain barrels are in use.

Failure to Complete SEP

In the event that Respondent fails to complete the SEP as outlined above, Respondent shall pay \$5,620.

To the extent that Respondent's expenditures do not equal or exceed the \$5,620 minimum cost of the SEP (i.e., to the extent that the Respondent either fails to purchase the required number of rain barrels or fails to distribute the required number of purchased rain barrels to residents), then Respondent shall be liable for paying the difference between the \$5,620 amount Respondent agreed to spend and the total cost of the rain barrels Respondent purchased and actually distributed to residents.

The determination of whether the Respondent has satisfactorily completed the SEP shall be in the sole discretion of EPA.

SCOPE OF WORK

In accordance with the foregoing Expedited Settlement Agreement and Supplemental Environmental Project (SEP) Attachment, Respondent shall complete the SEP as follows:

The Town of Wareham will oversee a project to promote the use of rainwater harvesting systems designed to capture runoff from rooftops and store the water for nonpotable uses, such as lawn and garden watering. This project is intended to (i) reduce pollutant transport through infiltration; (ii) conserve water and energy by reduction in usage of potable water by replacing potable water with rainwater, where appropriate; and (iii) reduce the amount of chemicals used to treat potable water. The rainwater harvesting systems will be installed on Town-owned property.

As detailed below, the SEP will fund the design, purchase, and installation of rainwater harvesting systems on Town-owned buildings.

SCHEDULE AND ESTIMATED COSTS

Phase I: Design

Beginning no later than 30 days following the date of the Regional Judicial Officer’s signature on the Expedited Settlement Agreement , the Town of Wareham will perform a review of all Town-owned buildings to determine locations where a rainwater harvesting systems will be the most beneficial. Then the Town will design the rainwater harvesting systems.

Phase I Net Cost.....\$3,000

Phase II: Purchase and Installation

The Town will fund the purchase and installation of rainwater harvesting systems through its Fiscal Year 2013 budget, which will begin July 1, 2012. The Town of Wareham will purchase the systems from a vendor to be determined through the appropriate procurement process under Massachusetts law. The installation of the rainwater harvesting systems will be performed by personnel in the Municipal Maintenance Department. The rainwater harvesting systems include one spigot, barrel modification, drop-in basket screen and down-spout adapter. The rainwater harvesting systems will be placed so that they discharge away from the foundation. The Town anticipates purchasing approximately 20 rain barrels at the cost of \$80 per barrel, including shipping. The rain barrels will be installed by September 1, 2012.

Phase II Net Cost.....\$1,600

Phase III: Training

The Town of Wareham will train the employees of the Municipal Maintenance Department on how to maintain the rainwater harvesting system including winterization, and covering the rain barrels to prevent mosquitoes. The training will also warn the employees not to drink the rain water or use for recreation. The water can be used for lawns and gardens. The training will be completed by October 1, 2012.

Phase III Net Cost \$500

Phase IV: Public Education

The Town will create a publicity campaign to educate the Town residents. The publicity campaign will promote the benefits of rainwater harvesting and inform the residents of the locations of Town-owned systems. The publicity campaign will include placing advertisements in the local weekly newspaper, and providing information on the Town website. The publicity campaign will be completed by November 1, 2012.

Phase IV Net Cost \$500

Minimum Net Cost for Project **\$5,600**

ESTIMATED ENVIRONMENTAL BENEFITS

Through capture and use of rainwater for non-potable water uses this project will reduce pollutant transport through infiltration. According to EPA studies, each rain barrel harvesting roof water reduces nutrient pollution in storm water by about 0.1 pounds per year. Further, the implementation and use of the rainwater harvesting system barrels in the Town of Wareham will reduce usage of potable water. The systems will save costs associated with building and maintaining the infrastructure and the energy costs associated with operation of the Town's drinking water systems. Similarly, use of harvested rainwater reduces use of chemicals required for water treatment. Use of stormwater runoff for purposes of irrigation means that a portion of this stormwater will recharge the existing groundwater rather than simply be conducted via the stormwater sewer system to various water bodies.