

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7

901 NORTH FIFTH STREET

KANSAS CITY, KANSAS 66101

10 MAR 15 PM 2:00

DIVISION OF ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

IN THE MATTER OF)
WEST LIBERTY, IOWA)
)
A Municipality)
)
Proceeding under Section 309(a)(3))
Of the Clean Water Act,)
33 U.S.C. §1319(a)(3))
_____)

CONSENT AGREEMENT
FINAL ORDER

Docket No. CWA-07-2010-0007

The United States Environmental Protection Agency ("EPA"), Region 7 ("Complainant") and the City of West Liberty, Iowa ("the City or Respondent") have agreed to a settlement of the alleged violations set forth in this Consent Agreement and Final Order ("CA/FO"). Thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits ("Consolidated Rules"), 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

COMPLAINT

1. This Consent Agreement/Final Order ("CA/FO") is being filed under the authority vested in the Administrator of EPA, pursuant to Section 309(g) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g) and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. Part 22 Subpart I (Administrative Proceedings Not Governed by Section 554 of the Administrative Procedure Act).

2. This CA/FO alleges that the Respondent violated the terms of its National Pollutant Discharge Elimination System ("NPDES") permit and, as such, violated Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342.

Parties

3. Complainant, by delegation from the Administrator of EPA to the Regional Administrator, EPA, Region 7, and re-delegation is the Director of Region 7's Water, Wetlands and Pesticides Division.

4. Respondent owns and operates a publicly owned treatment works ("POTW") that treats domestic, commercial and industrial wastewater for the City of West Liberty, Iowa.

Jurisdiction and Findings of Violation

5. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants except in compliance with, *inter alia*, permits issued under the authority of 402 of the CWA, 33 U.S.C. § 1342. Section 402 of the CWA provides that pollutants may be discharged only in accordance with the terms of a NPDES permit issued pursuant to that Section.

6. The City is a "person" within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

7. The City owns and operates a POTW that receives and treats wastewater from various domestic and commercial and/or industrial sources.

8. The City's POTW is a "point source" that "discharges pollutants" into "navigable water" of the United States, as these terms are defined by Section 502 of the CWA, 33 U.S.C. § 1362.

9. Respondent's discharge of pollutants from its POTW requires a permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

10. On October 2, 1991, the Iowa Department of Natural Resources ("IDNR") issued to the City NPDES Permit No. IA7073001 (hereafter "NPDES permit") for discharges from its POTW to Waspinoc Creek. The NPDES permit expired on October 1, 1996. The City filed applications for renewing its NPDES permit in April 1996 and August 2002, and IDNR has administratively extended the effective date of the 1996 NPDES permit until a new permit is issued.

11. The City's NPDES permit establishes effluent limitations for Total Suspended Solids ("TSS") and Ammonia Nitrogen (measured as N) for Outfall 001. The NPDES permit sets weekly average limitations for TSS at 45 milligrams per Liter (mg/L) and monthly average limitations for TSS at 30 mg/L. The NPDES permit sets daily average limitations for Ammonia Nitrogen (measured as N) for the month of December at 5.8 mg/L and monthly average limitations for Ammonia Nitrogen (measured as N) for the month of December at 3.5 mg/L. The NPDES also establishes daily average limitations for flow at 2.5 million gallons per day ("MGD") and monthly average limitations for flow at 1.37 MGD.

12. The City's NPDES permit requires Respondent to file Discharge Monitoring Reports ("DMRs") with IDNR on a monthly basis that summarize Respondent's sampling and analysis results for all pollutants regulated by the NPDES permit.

13. The City's NPDES permit requires Respondent to construct wastewater treatment plant ("WWTP") improvements to comply with the permit's effluent limits. Construction for the plant improvements was required to be completed no later than June 15, 1994. To date, Respondent has not completed construction of WWTP improvements pursuant to its NPDES permit.

14. In 1998, IDNR issued an Administrative Order ("1998 Administrative Order") requiring Respondent to construct wastewater treatment plant improvements for correction of inflow and infiltration ("I/I") and elimination of bypassing. Construction for the plant improvements was required to be completed no later than September 1, 1999. To date, Respondent has not completed construction of WWTP improvements pursuant to the 1998 Administrative Order.

15. Included in the Standard Conditions of Respondent's NPDES permit are the following provisions, summarized below:

- a. Paragraph 8 – Proper Operation and Maintenance ("O&M"): requires all facilities and control systems to be operated as efficiently as possible and maintained in good working order;
- b. Paragraph 21 – Bypasses: except in certain enumerated circumstances, prohibits bypasses, defined as "the intentional diversion of waste streams from any portion of the treatment facility."

16. Between December 15 and 17, 2008, an EPA representative performed an inspection of Respondent's wastewater treatment facility under the authority of Section 308(a) of the CWA, 33 U.S.C. § 1318(a). Included in the inspection was observation of the City's POTW.

17. Within the past five years, the City has experienced discharges of untreated wastewater from the City's wastewater collection system, also known as sanitary sewer overflows ("SSOs").

18. Within the past five years, the City has experienced discharges from the POTW's wastewater treatment facilities in excess of Respondent's NPDES permit limits for flow.

- a. the City exceeded the daily average NPDES permit limitations for flow for two months in 2005, for one month in 2006, for four months in 2007, and for six months in 2008; and
- b. the City exceeded the monthly average NPDES permit limitations for flow for two months in 2005, for six months in 2006, for five months in 2007, and for seven months in 2008.

19. Within the past five years, the City has exceeded its weekly average and monthly average NPDES permit limitations for TSS and Ammonia Nitrogen (measured as N), including the following:

- a. the City exceeded the weekly average NPDES permit limitations for TSS for five months in 2007 and for six months in 2008;

b. the City exceeded the monthly average NPDES permit limitations for TSS for four months in 2007 and for five months in 2008; and

c. the City exceeded the weekly and monthly average NPDES permit limitations for Ammonia Nitrogen (measured as N) in December 2007.

20. Within the past five years, the City has reported 35 bypasses to IDNR: four bypasses in 2006, 11 bypasses in 2007, and 20 bypasses in 2008.

21. The violations identified in paragraphs 13, 17, 18, 19, and 20 are violations of the terms and conditions of the NPDES permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, for the City, and as such, are violations of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).

CONSENT AGREEMENT

22. Respondent and EPA agree to the terms of this CA/FO and Respondent agrees to comply with the terms of the Final Order portion of this CA/FO.

23. Respondent admits the jurisdictional allegations set forth above and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this CA/FO.

24. Respondent neither admits nor denies the factual allegations set forth above.

25. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above and its right to appeal the Final Order portion of this CA/FO.

26. Respondent and EPA agree to bear their respective costs and attorney's fees incurred as a result of this action.

27. This CA/FO addresses all civil and administrative claims for the CWA violations identified above. Complainant reserves the right to take any enforcement action with respect to any other violations of the CWA or other applicable law.

28. Respondent certifies by the signing of this CA/FO that to the best of its knowledge, Respondent's facility is presently in compliance with its NPDES permit, all requirements of Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342, and all regulations promulgated thereunder.

29. The effect of settlement described in paragraph 27 is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 28 of this CA/FO.

30. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of this CA/FO and to execute and legally bind Respondent to it.

31. Pursuant to § 309(g) of the CWA, 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 Thirteen Thousand Two Hundred and Fifty dollars (\$13,250.00).

32. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this CA/FO shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

33. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in paragraph 31 and to the performance of the SEP.

34. In settlement of this matter, Respondent agrees to complete the following SEP, which the parties agree is intended to secure significant environmental and/or public health benefits.

35. Respondent shall complete the SEP by purchasing a Camel 200 Sewer and Catch Basin Cleaner. The SEP is more specifically described in the City's "Proposal for Supplemental Environmental Project," attached as Exhibit A and incorporated herein by reference. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

36. The total expenditure for the SEP is estimated to be \$274,534.00 and the SEP shall be completed no later than thirty (30) days after the effective date of this CA/FO, in accordance with the specifications set forth in the Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

37. Respondent certifies that it is not required to develop or perform the SEP by any federal, state, or local law or regulation; nor is Respondent required to develop or perform the SEP by agreement, grant, or as injunctive relief in this or any other case, or to comply with federal, 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.

38. Respondent agrees that it may not use federal or state funds to develop or perform the SEP. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

39. Within sixty (60) days of completion of the SEP, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall contain the following:

- (i) A detailed description of the SEP as implemented;
- (ii) Itemized costs;
- (iii) A description of any operating problems encountered and the solutions thereto;
- (iv) A certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO; and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).

The report shall be submitted via first class mail to:

Berla Jackson-Johnson
WWPD
U.S. Environmental Protection Agency - Region 7
901 North Fifth Street
Kansas City, Kansas 66101.

40. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

41. After receipt of the SEP Completion Report described in paragraph 39, EPA will notify Respondent, in writing, to:

- (i) identify any deficiencies in the SEP Completion Report itself, and alert Respondent that any such deficiencies must be corrected within an additional ten (10) days; or
- (ii) indicate that EPA concludes that the project has been completed satisfactorily; or
- (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 43.

42. Respondent agrees that failure to submit the SEP Completion Report required by paragraph 39 shall be deemed a violation of this CA/FO and Respondent shall become liable for stipulated penalties pursuant to paragraph 43.

43. Stipulated Penalties

- (i) In the event that Respondent fails to comply with any of the terms or provisions of this CA/FO relating to the performance of the SEP described in paragraph 35, and/or to the extent that actual expenditures for the SEP do not equal or exceed

the cost of the SEP described in paragraph 36, Respondent shall be liable for stipulated penalties according to the following provisions:

- (a) Except as provided in subparagraph (b) immediately below, for a SEP which has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to the United States in the amount of Thirty Nine Thousand Seven Hundred and Fifty dollars (\$39,750.00).
 - (b) If the SEP is not completed in accordance with paragraph 35, but the Complainant determines that the Respondent: (1) made good faith and timely efforts to complete the project and (2) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
 - (c) If the SEP is completed in accordance with paragraph 35, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of Three Thousand Seven Hundred and Ninety Five dollars (\$3,795.00).
 - (d) If the SEP is completed in accordance with paragraph 35, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
 - (e) For failure to submit the SEP Completion Report required by paragraph 39, Respondent shall pay a stipulated penalty in the amount of Fifty Dollars (\$50.00) for each day after the due date of the Completion Report, until the report is submitted. This penalty will 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.
- (ii) EPA shall have sole discretion to determine whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP.
 - (iii) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 1 of the Final Order below. Interest and late charges shall be paid as stated in paragraph 45.

44. Respondent understands that the failure to pay any portion of the mitigated civil penalty as stated in paragraph 33, or any portion of a stipulated penalty as stated in paragraph 45, in accordance with the provisions of this order may result in commencement of a civil action in Federal District Court to recover the total penalty, together with interest at the applicable statutory rate.

45. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and charge to cover the costs of processing and handling

delinquent claims. Interest will begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States tax and loan rate in accordance with 31 C.F.R. § 901.9(b). A charge will be assessed to cover the debt collection, including processing, handling and administrative costs. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty becomes due and is not paid pursuant to 31 C.F.R. §§ 901.9(c) and (d).

46. 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 United States Environmental Protection Agency."

47. This CA/FO shall not relieve Respondent of its obligation to comply with all applicable federal, state, and local laws; nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit; nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

48. The Final Order portion of this CA/FO shall apply to and be binding upon Respondent and Respondent's agents, successors, and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, and other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CA/FO.

FINAL ORDER

IT IS HEREBY AGREED BY THE PARTIES, and pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), it is ORDERED that:

1. Respondent shall pay a civil penalty of Thirteen Thousand Two Hundred and Fifty dollars (\$13,250.00) within thirty (30) days of entry of this Final Order. Payment shall be by cashier's or certified check made payable to the "United States Treasury" and shall be remitted to:

United States Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

This payment shall reference docket number CWA-07-2010-0007.

2. A copy of each check shall be sent to:

Regional Hearing Clerk
United States Environmental Protection Agency - Region 7
901 North Fifth Street
Kansas City, Kansas 66101

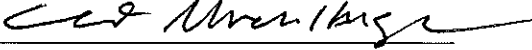
and to:

Chris Muehlberger
Assistant Regional Counsel
United States Environmental Protection Agency - Region 7
901 North Fifth Street
Kansas City, Kansas 66101.

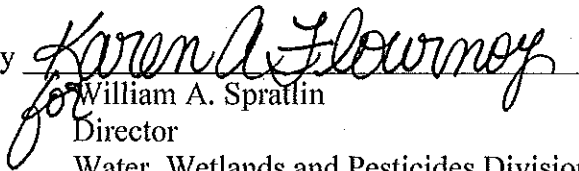
3. Respondent shall complete the SEP in accordance with the provisions set forth in the Consent Agreement and shall be liable for any stipulated penalty for failure to complete such a project as specified in the Consent Agreement.

4. This executed CA/FO shall be returned to the Regional Hearing Clerk, EPA, 901 North 5th Street, Kansas City, Kansas 66101.

COMPLAINANT:
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

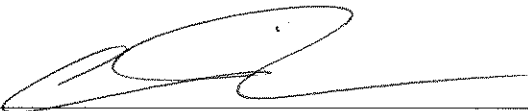
By 
Chris Muehlberger
Assistant Regional Counsel

Date 1. 15. 10

By 
for William A. Sprattin
Director
Water, Wetlands and Pesticides Division

Date 1-22-10

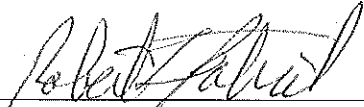
RESPONDENT:
CITY OF WEST LIBERTY, IOWA

By 

Title Chad W. Thomas, Mayor

Date 12/16/09

IT IS SO ORDERED. This Final Order shall become effective immediately.



Robert Patrick
Regional Judicial Officer

Date ~~March 15, 2010~~ March 15, 2010



December 15, 2009

Berla Johnson
Water Enforcement Branch
U.S. Environmental Protection Agency-Region 7
901 North Fifth Street
Kansas City, KS 66101

PROPOSAL FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT
ENVIRONMENTAL MANAGEMENT SYSTEM
SETTLEMENT NEGOTIATIONS FOR CWA VIOLATIONS
CITY OF WEST LIBERTY, IOWA

On behalf of the City of West Liberty Iowa (City), Veenstra & Kimm, Inc. (V&K) is submitting the following proposal for a Supplemental Environmental Project (SEP) to be included in settlement negotiations in order to mitigate the monetary penalty associated with violations of the Clean Water Act outlined in the Finding of Violation and Order for Compliance dated July 9, 2009.

The United States Environmental Protection Agency's (USEPA) Supplemental Environmental Projects Policy (effective May 1, 1998) outlines the types of projects that are permissible as SEPs, the appropriate penalty mitigation, and the terms and conditions under which the SEP can become part of a settlement. Proposed SEPs are evaluated based on the following five steps:

1. Ensure that the project meets the basis definition of a SEP.
2. Ensure that all legal guidelines, including nexus, are satisfied.
3. Ensure that the project fits within one (or more) of the designated categories of SEPs.
4. Determine the appropriate amount of penalty mitigation.
5. Ensure that the project satisfies all of the implementation and other criteria.

This proposal will provide information in order to assist the USEPA in evaluating the proposed SEPs according to the criteria listed in the 1998 SEP Policy.

Proposed SEP: Purchase of a Sewer Vacuum (2008 Super Products Camel 200 mounted on International Chassis)

The City purchased the truck in direct response to the December 2008 EPA inspection. The Camel 200 provides the world's most advanced sewer and catch basin cleaning system. The design and detail make it one of the most versatile and dependable sewer and catch basin cleaners on the market. It has a new design which offers a new level of innovation and performance for the City.

The truck has the capacity to hold 1500 gallons of water. As it has the best wastewater recycling system available in today's market, it is possible to work all day without replenishing the water

supply. The hydraulically- controlled sewer hose reel feeds the hose into the sewer and back flushes the material. As back-flushed debris is vacuumed from the manhole, water and solids are retained by the collector body. Liquid is separated from debris by the ejector plate and removed via the front body drain. The air passes through a stainless steel micro-strainer and plenum separator. The vacuum pump positively displaces a certain amount of air per revolution making it possible to vacuum above or below the surface. Two lobes, rotating in opposite directions, move entrapped air around the case to the outlet port where clean air is exhausted into the atmosphere.

The single engine design offers lower sound levels, reduced maintenance and less fuel consumption. The PTO drive system efficiently powers vacuum, water and hydraulic pumps. The truck is equipped to handle biodiesel fuel. Attachment 1 includes vendor information and features of the Camel 200 Sewer and Catch Basin Cleaner.

(1) Ensure that the project meets the basis definition of a SEP.

SEPs are defined as environmentally beneficial projects, which a defendant/ respondent agrees to undertake in settlement of an enforcement action, but which the defendant/respondent is not otherwise legally required to perform. In order to be considered "environmentally beneficial" the SEP must improve, protect, or reduce risks to public health, or the environment at large.

The purchase of a Camel 200 Sewer and Catch Basin Cleaner is environmentally beneficial in that it will allow City employees to remove debris from storm and sanitary sewers that potentially cause storm and sanitary sewer overflows, backups and bypasses at the wastewater treatment plant. This will subsequently reduce risk to the environment due to detection of potential threats in various environmental medias.

(2) Ensure that all legal guidelines, including nexus, are satisfied.

The 1998 SEP Policy uses five legal guidelines to ensure that the proposed SEP is within the USEPA's and federal court's authority, and do not run afoul of any Constitutional or statutory requirements. These guidelines are listed below and include a description of how this plan falls within these guidelines.

1. A project cannot be inconsistent with any provision of the underlying statutes.

The Camel 200 Sewer and Catch Basin Cleaner is purchased to clean out and televise sanitary and storm sewers in an environmentally responsible manner. The cleaner will help the City maintain and operate the sewer system and reduce backups and overflows. The purchase of the Camel 200 Sewer and Catch Basin Cleaner is not inconsistent with the underlying statutes.

2. All projects must advance at least one of the objectives of the environmental statutes that are the basis of the enforcement action and must have adequate nexus. Nexus is the relationship between the violation and the proposed project. This relationship exists only if:

- a. *the project is designed to reduce the likelihood that similar violations will occur in the future; or*
- b. *the project reduces the adverse impact to public health or the environment which the violation at issue contributes; or*
- c. *the project reduces the overall risk to public health or the environment potentially affected by the violation at issue.*

The violations observed at the City involve discharges of untreated wastewater from the City's wastewater collection system, also known as sanitary sewer overflows (SSOs); discharges for flow in excess of the NPDES permit; exceeding permit limitations for TSS and Ammonia Nitrogen; recurring bypasses of the system; and failure to complete wastewater treatment plant (WWTP) improvements.

3. *EPA may not play any role in managing or controlling funds that may be set aside or escrowed for the performance of a SEP. Nor may EPA retain authority to manage or administer the SEP. EPA may, of course, perform oversight to ensure that a project is implemented pursuant to the provisions of the settlement and have legal recourse if the SEP is not adequately performed.*

The City is aware of this guideline and will work with the USEPA to ensure that the SEPs agreed upon in the settlement agreement are carried out appropriately.

4. *The type and scope of each project are defined in the signed settlement agreement.*

The City is prepared to work with the USEPA over the course of these settlement negotiations in order to adequately define the type and scope of the proposed SEPs within the settlement agreement.

- 5.a. *A project cannot be used to satisfy EPA's statutory obligation of another federal agency's obligation to perform a particular activity. Conversely, if a federal statute prohibits the expenditure of federal resources on a particular activity, EPA cannot consider projects that would appear to circumvent that prohibition.*
- b. *A project may not provide EPA or any federal agency with additional resources to perform a particular activity for which Congress has specifically appropriated funds or has earmarked funds in an appropriations committee report. Further, a project cannot be used to satisfy EPA's statutory or earmark obligation, or another federal agency's statutory obligation, to spend funds on a particular activity. A project, however, may be related to a particular activity for which Congress has specifically appropriated or earmarked funds.*
- c. *A project may not provide additional resources to support specific activities performed by EPA employees or EPA contractors.*

- d. *A project may not provide a federal grantee with additional funds to perform a specific task identified within an assistance agreement.*

The purchase of the Camel 200 Sewer and Catch Basin Cleaner is paid for by City revenues and does not involve any Federal agencies or Federal funds.

(3) *Ensure that the project fits within one (or more) of the designated categories of SEPs.*

The Camel 200 Sewer and Catch Basin Cleaner would fit the Category 2 Pollution Prevention. By utilizing the Camel 200 the City will be better able to maintain and operate their sewer system and avoid potential contamination from backup of sewers into homeowner's basements as well as into the nearby creeks.

(4) *Determine the appropriate amount of penalty mitigation.*

The cost of the Camel 200 which is mounted on an International Chassis is \$269,110.00. Attachment 2 is the price quotation from Elliott Equipment Company for the Camel 200 Sewer and Catch Basin Cleaner. In addition, the City has hired Veenstra & Kimm, Inc. to assist with the resolution of Findings of Violation and Order for Compliance for \$5,000.00. Therefore, the total cost for implementation of the SEP would be \$274,110.00.

The City understands that according to the 1998 SEP Policy, a minimum penalty amount will be required and that the USEPA will determine the SEP mitigation percentage during settlement negotiations. Please note that The City and Veenstra & Kimm, Inc. are willing to work with the USEPA in order to achieve the highest mitigation percentage allowable. The City is committed to improving operations at their facility in order to reduce potential risks to the environment.

(5) *Ensure that the project satisfies all of the implementation and other criteria.*

1. *Liability for Performance*

The City understands that they are responsible and legally liable for ensuring that the agreed upon SEPs are completed satisfactorily.

2. *Oversight and Drafting Enforceable SEPs*

The City understands that the SEPs agreed upon with the USEPA need to be drafted to accurately and completely describe the SEP and completion will need to be verified. The City will work with the USEPA during settlement negotiations to properly describe the requirements of the SEP in the settlement agreement.

3. *Failure of a SEP and Stipulated Penalties*

The City understands that a SEP must be completed as outlined in the settlement agreement and an additional penalty may be incurred if the SEP is not completed satisfactorily.

4. *Community Input*

The City understands that the USEPA may seek community input during settlement negotiations.

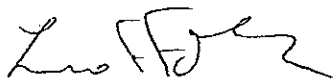
5. *EPA Procedures*

The City understands that the appropriate parties must approve the proposed SEPs and a detailed explanation of the SEP will be included in the case documentation and may constitute confidential settlement information.

If you have any questions or comments, or require additional information, please do not hesitate to contact the undersigned at (309) 797-0171.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing submissions of false information.

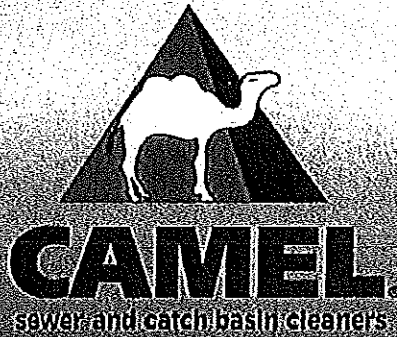
VEENSTRA & KIMM, INC.



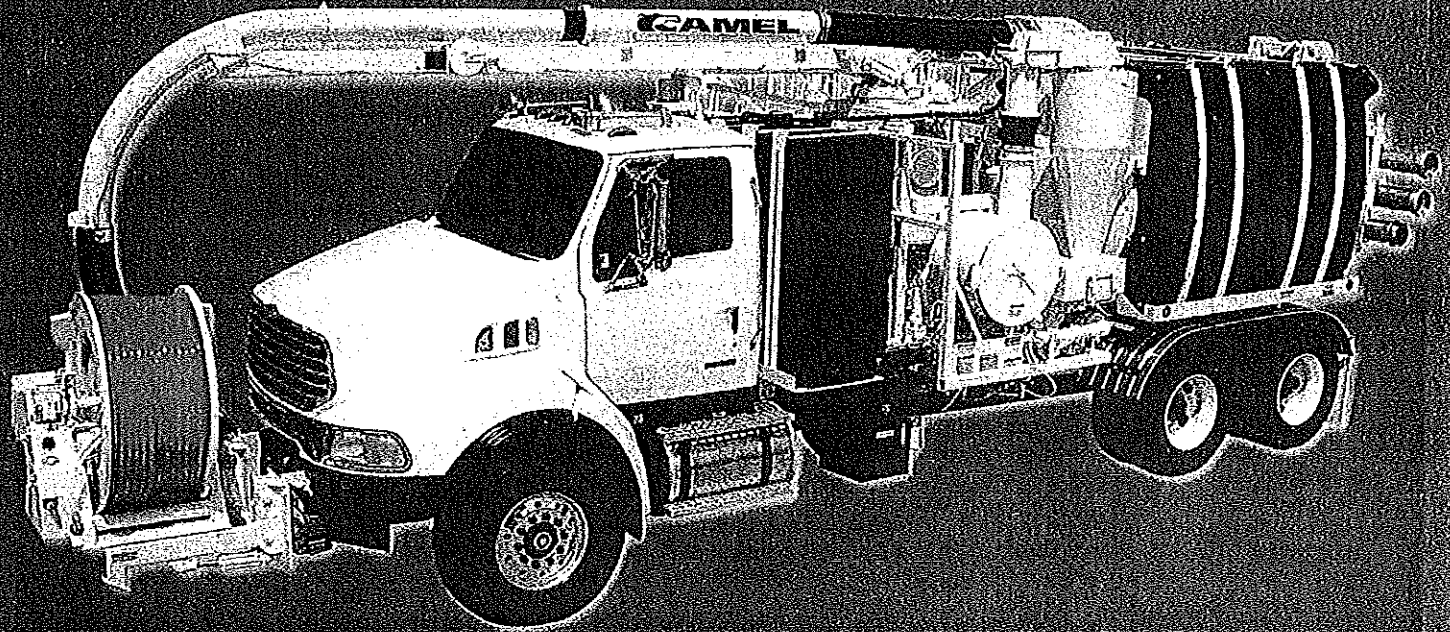
Leo F. Foley, P.E.

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24065

cc: Dennis Ostwinkle, Iowa DNR
Christopher Muehlberger, US EPA
Chris Ward, City of West Liberty



**ONE VEHICLE
ONE SOLUTION!**



**THE WORLD'S MOST ADVANCED SEWER AND
CATCH BASIN CLEANING SYSTEM**

Super Products, the world's leading manufacturer of Sewer and Catch Basin cleaning equipment presents the powerful Camel 200.

There simply is no comparison with any other unit available today. The design and detail of the Camel Series make it one of the most versatile and dependable sewer and catch basin cleaners on the market. And, the impressive new design features from Super Products usher in a new level of innovation and performance for all municipal and contractor applications.



Super Products
Worldwide Vacuum Technology
Since 1973

ONE VEHICLE, ONE SOLUTION - The Camel 200 - Your Maintenance Solution to Sewer and Catch Basin Cleanup



Like to learn more about the Camel 200? Visit our web site www.superproducts.com

Tailgate is secured by a manual latch system or an optional hydraulic over-center latch system.

Rugged aluminum tubing with storage of up to 48" (14.6m) on rear door. Optional hydraulic fold down rack available.

Construction of water tanks is 3/8" (9.5mm) rotationally molded polyethylene with ultraviolet stabilizer. Water tank capacities up to 2000 gallons (7,570L). Collector body constructed of a full 1/4" (3mm) abrasion resistant steel designed to withstand vacuum levels of 29.7" (932mm) of water. Collector body capacities:

- 6.5 cu. yd. (1.9m³)
- 10.8 cu. yd. (3.2m³)
- 19 cu. yd. (17.2m³)

Positive displacement vacuum pump provides high airflows along with high vacuum levels for removing materials above and below liquid surfaces. Continuous flow and pressure positive displacement triplex water pump.

Full diameter ejector, unloading system completely and safely removes all debris from collector body with minimal cleanup and the internal body flush-out system makes this cleanup fast and easy at the dumpsite. Automatic stainless steel body level shut-off float system prevents overflowing collector body. Dump body unloading systems are available with a hydraulic lift, angle of 50°. All controls for discharging debris located behind the driver's side of chassis cab.

Hydraulic boom with 3:1 or relation, vertical lift up to 15' (4.88m) and lifting capacity up to 1,000 lbs. (454 kg). Both 6" (152.4mm) I.D. and 8" (203.2mm) I.D. systems are available with extra long radius heavy duty steel. Hydraulic boom extensions of 5' (1.53m) and 9' (2.44m) are available with a true telescopic tube inside tube design.

Super Pick dewatering and collection system for increased productivity, errier payloads and lower disposal costs. 6" (152.4mm) front gravity drains provide for maximum excess liquid removal.

Behind the cab is the state of the art hose reel with hose tensioning and automatic level wind systems. Front mounted hose reel also available.

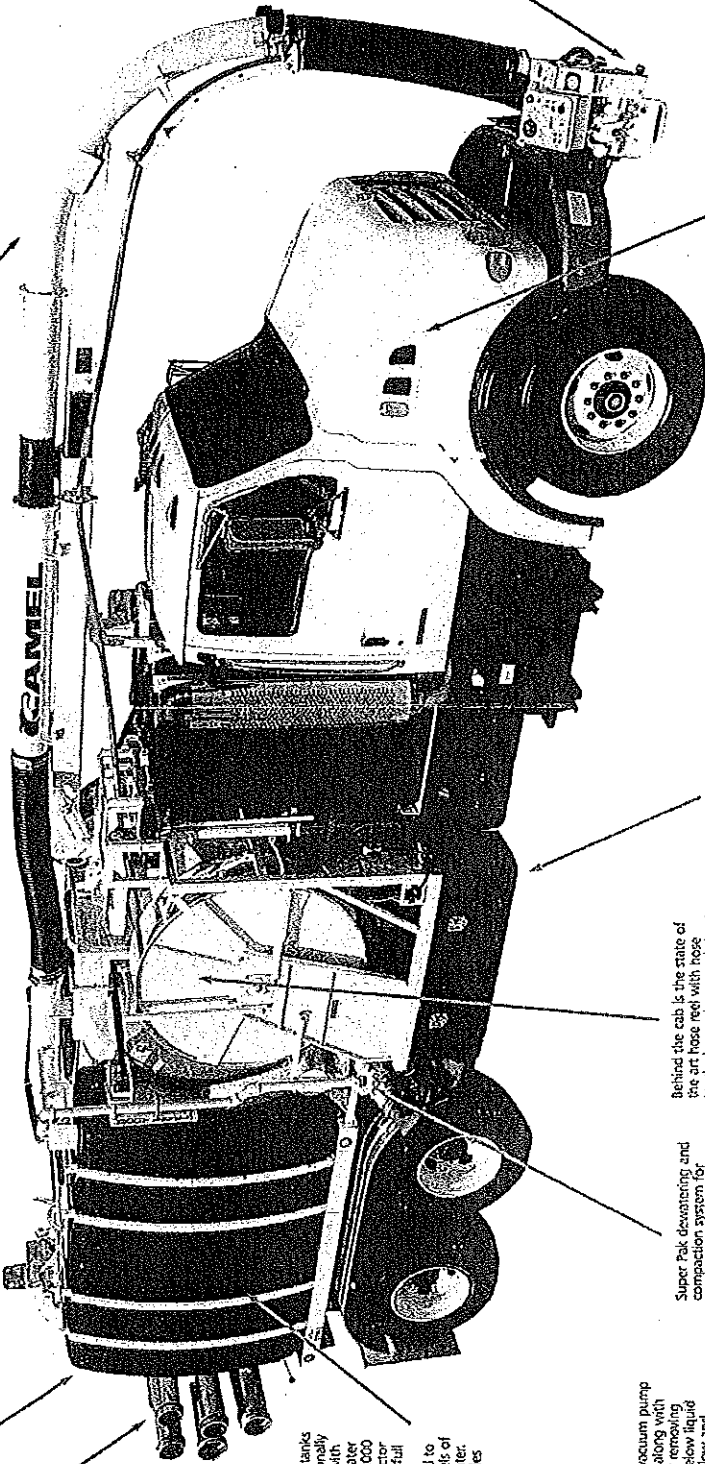
Customize your own storage for tools and accessories with a wide selection of different sized storage boxes.

Single engine design offers lower sound levels, reduced maintenance and less fuel consumption. The Camel 200 PTO drive system efficiently powers vacuum, water and hydraulic pumps.

Operating the Camel 200 is easy and safe with the front-mounted control console. You can operate:

- Water & vacuum
- PTO
- PTO left switches
- Water flow control valves
- Electric engine throttle
- Water pressure gauge
- Reel directional valve
- Reel speed control
- Water pressure gauge
- Pendant and handgrip connections

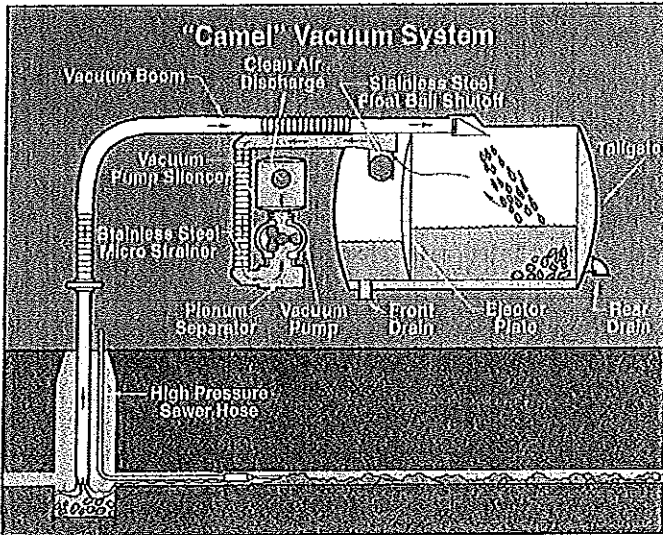
Note: Not all items shown are standard equipment



UNPARALLELED VACUUM AND WATER SYSTEM DESIGN INNOVATIONS

Camel Vacuum System - As back-flushed debris is vacuumed from the manhole, water and solids are retained by the collector body. Liquid is separated from debris by the ejector plate and removed via the front body drain. The air passes through a stainless steel micro-strainer and plenum separator. The Camel Vacuum System utilizes a rotary lobe positive displacement "roots" type vacuum pump. The pump positively displaces a certain amount of air per revolution making it possible to vacuum above or below the surface. Two figure eight shaped lobes, rotating in opposite directions, move entrapped air around the case to the outlet port where clean air is exhausted into the atmosphere. The positive displacement vacuum pump combines high vacuum levels and CFM to give you the most effective system available.

With the Camel 200 Series' revolutionary positive displacement vacuum system, you get the best of all worlds in conveying material. And, no material is ever too deep or too far away from the unit.



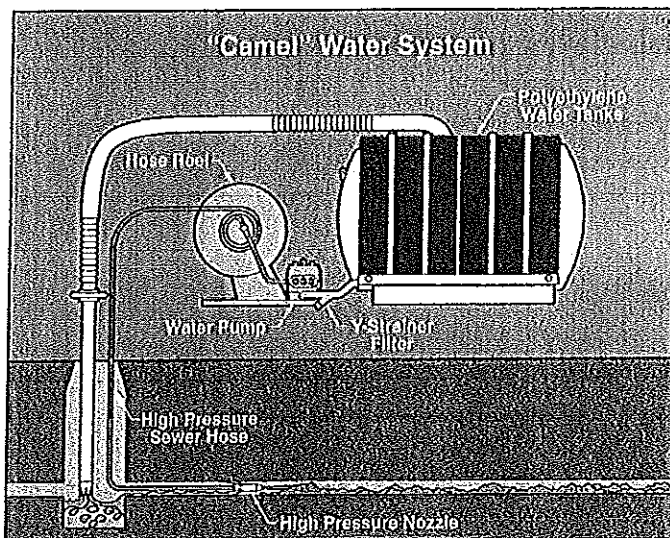
The Versatility of Three Systems in One!

The flexible Camel 200 Series offers three different modes of conveying material:

Air Conveyance - Like a centrifugal fan, the air conveyance mode moves material with air. With this method, air must be present to convey material.

Pure Vacuum - The pure vacuum mode moves material with vacuum similar to a vane type pump used in septic tank units. This method moves material without air conveyance.

Fluidizing Tube - A combination of both methods, the Fluidizing Tube removes material from beneath the liquid surface by pure vacuum, then injects air into the system to carry material into the collector body via air conveyance.



Camel Water System -

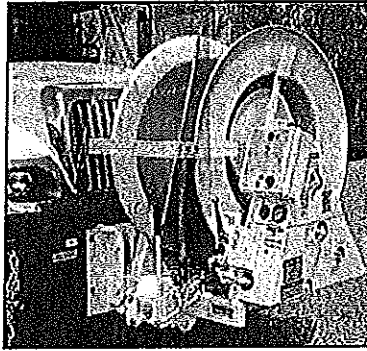
Water tanks on the Camel 200 Series are constructed of 3/8" non-cross linked rotationally-molded polyethylene with ultraviolet stabilizer. The water tank modules uniformly surround the collector body, and are comprised of 250 gallon sections with 4" interconnects for quick filling. The water tank fill system includes a 4" air gap, anti-siphon system, sight tubes on both sides, inspection ports on top of each tank and 2-1/2" x 25' fill hose.

The Camel's water system also features an exclusive positive displacement triplex design. The triplex water pump provides smooth-acting, surge-free operation, and delivers constant pressure and flow at any speed. Located above the frame, the water pump is easily accessible for routine maintenance and safely away from potential road hazards. The hydraulically-controlled sewer hose reel feeds the hose into the sewer, back flushes the material, then vacuums it up.

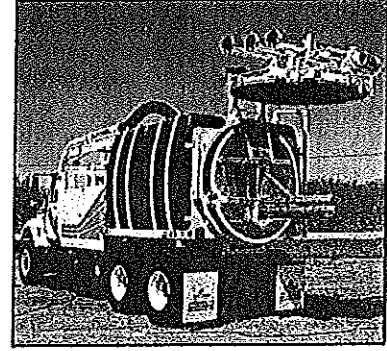
OUTSTANDING FEATURES - Designed with Your Needs in Mind



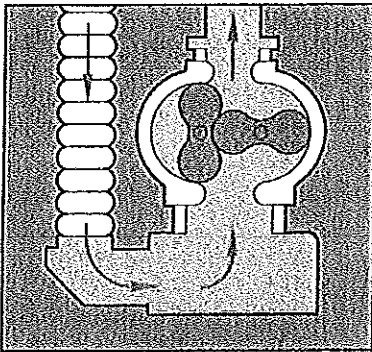
Hose Reel (mid-ship) - Mid-mounted, self-aligning hydraulically driven, heavy-duty, sewer hose reel with a capacity of up to 800' (243.8m) of 1" (25.4mm) sewer hose. Optional hose reel tensioning and automatic level wind systems make this the easiest reel to operate and most productive unit available.



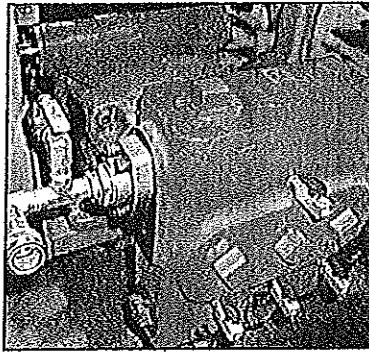
Hose Reels (front-mounted) - Three front-mounted hose reel systems - an economical front-fixed hose reel, a 180° manual rotating hose reel, and our 180° hydraulic articulating hose reel. All front-mounted reels are available with capacities up to 1000' (304.8m) of 1" (25.4mm).



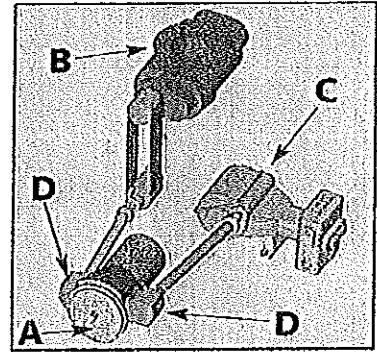
Debris Unloading (two methods) - The standard tip-to-dump method raises the body up to a 50° angle with a telescopic hydraulic cylinder. The second method discharges the payload via a full diameter hydraulically-operated ejector plate, offering maximum solid/liquid separation and complete removal of all material from the collector body without the need to raise it.



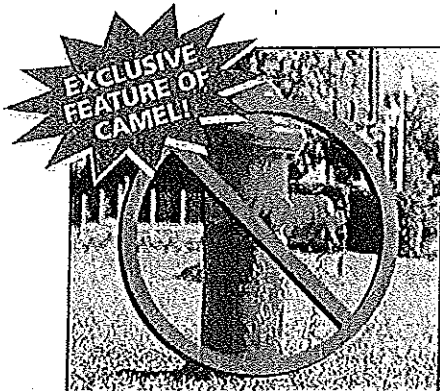
Positive Displacement Vacuum Pump - Pioneered and developed by Super Products, the use of a positive displacement vacuum pump insures maximum vacuum and air flow at all engine speeds and allows material to be vacuumed above or below the surface.



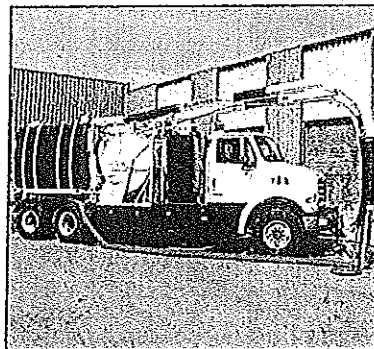
Triplex Water Pump - This water system utilizes continuous flow and pressure. A positive displacement triplex water pump produces smooth-acting, surge-free flow and pressure for maximum cleaning and reduced fatigue on the water system.



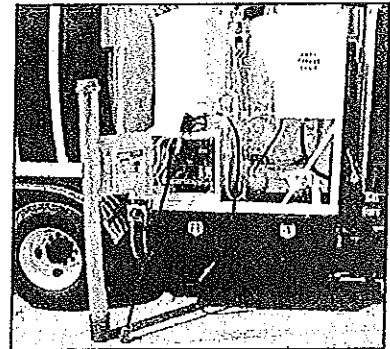
Single Engine Drive - Unique design allows vacuum, water and hydraulic pump to operate while transmission is in NEUTRAL. Two 10-Bolt Hot Shift PTOs (D) are mounted to the Allison transmission (A) with one direct driving the water pump (C) and the other driving the vacuum pump (B). Split shaft transfer case drive is also available.



Waste Water Recycling System - The original - and still the best - waste water recycling system available in the market today. Simply fill the system with fresh water and, true to its name, the Camel will allow you to work all day without the need to replenish the water supply.



Super Pak - Utilizing the ejector unloading system allows you to dewater excess liquid using the 6" (152.4 mm) drain from the collector body. Removing the liquids creates additional capacity for the waste solids and means fewer trips to dump site which increases your overall productivity.



Hydro Excavating Options - Turn your combination sewer and catch basin cleaning unit into the most versatile piece of equipment in your fleet. Water heaters, cartridge filters, dig tubes and specially designed water lances turn your combination unit into a powerful hydro excavating unit.



3100 West 76th Street P.O. Box 2070 Davenport, Ia. 52806
 Ph: 563-391-4840 Fax: 563-391-8823

5225 Beisser Drive Grimes, Ia. 50111
 Ph: 515-986-4840 Fax: 515-986-9530

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue Lincoln, Ne. 68521
 Ph: 402-474-4840 Fax: 402-474-4841

CITY OF WEST LIBERTY
 Attn: CHRIS WARD

PRICE QUOTATION

N^o QUOTE 052009

PLEASE INDICATE THIS NUMBER WHEN ORDERING

DATE May 20, 2009		
YOUR INQUIRY DATED		
PROPOSED SHIPPING DATE	ARO	30 DAYS
QUOTE EXPIRES: 7-14-09		
SALESMAN MARK VAN GUNDY		
TO BE SHIPPED VIA BEST WAY	PPD. OR	COLL.

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Balances over 30 days from date of invoice are subject to interest at the rate of 1½% per month.

Item	Description	Unit Cost	Total Cost
1	<p>2008 SUPER PRODUCTS CAMEL 200 MOUNTED ON INTERNATIONAL CHASSIS</p> <p>PRICE INCLUDES TRADE-IN, DELIVERY, AND TRAINING</p> <p>DELIVERY 30 DAYS ARO</p> <p>THIS UNIT IS A DEMO UNIT WITH APPROX. 30,000 MILES, 38 HOURS ON VACCUM PUMP, 32 HOURS ON WATER PUMP. ONE YEAR WARRANTY ON CLEANER, EXISTING WARRANTY ON CHASSIS MANUFACTURER</p>	\$	\$ 269,110.00

TERMS: NET 30 DAYS

DELIVERY: AS SCHEDULED

Customer's Name: CITY OF WEST LIBERTY

ELLIOTT EQUIPMENT COMPANY

By: _____

Date: _____

Mark Van Gundy, Sewer Equipment Sales Mgr

This quotation becomes a contract for delivery and payment of the services and/or products listed above only when signed by the customer or one of officers, and is returned to our office either by mail or fax.

IN THE MATTER OF City of West Liberty, Iowa, Respondent
Docket No. CWA-07-2010-0007

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement Final Order was sent this day in the following manner to the addressees:

Copy hand delivered to
Attorney for Complainant:

Chris Muehlberger
Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

The Honorable Chad W. Thomas, Mayor
City of West Liberty
409 North Calhoun Street
West Liberty, Iowa 52776

and

Leo F. Foley, P.E.
Veenstra & Kimm, Inc.
1530 46th Avenue, Suite 2B
Moline, Illinois 61265-7019

Dated: 3/15/10



Kathy Robinson
Hearing Clerk, Region 7