

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Town of Glasgow ("Glasgow" or "Respondent") (collectively the "Parties"), pursuant to Section 309 of the Clean Water Act ("CWA"), 33 U.S.C. § 1319, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 Code of Federal Regulations ("C.F.R.") Part 22. Section 309 of the CWA, 33 U.S.C. § 1319, authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and

the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under 309 of the CWA, 33 U.S.C. § 1319, for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

II. JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(6) in assessing Class II penalties under Section 309(g). On August 17, 2022, the EPA sent a communication to the West Virginia Department of the Environmental Protection (“WVDEP”), giving prior notice of this action in accordance with Section 309(g)(1) of CWA, 33 U.S.C. § 1319(g)(1).

III. GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order. By signing this Consent Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the Consent Agreement.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.

10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. Pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45(b), the EPA is providing public notice and an opportunity to comment on the Consent Agreement prior to issuing the Final Order.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
13. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of the EPA may issue permits under the National Pollutant Discharge Elimination System ("NPDES") program for the discharge of pollutants from point sources to waters of the United States. The discharges are subject to specific terms and conditions as prescribed in the permit. Section 402(b) of the Act, 33 U.S.C. § 1342(b), provides for the authorization of state programs to issue NPDES permits.
14. Pursuant to Section 402(b) of the Act, 33 U.S.C. § 1342(b), the West Virginia Department of Environmental Protection ("WVDEP") is authorized to administer the NPDES program in the State of West Virginia.
15. Pursuant to Section 402(i) of the CWA, 33 U.S.C. § 1342(i), the EPA retains its authority to take enforcement action within the State of West Virginia for NPDES permit violations.
16. Town of Glasgow is a municipality, and as such, it is a "person" within the meaning of Section 502(4) and (5) of the Act, 33 U.S.C. § 1362(4) and (5).
17. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant by any person into waters of the U.S. except in compliance with sections 301, 302, 306, 307, 318, 402, and 404 of the Act, 33 U.S.C. §§ 1311, 1312, 1316, 1317, 1328, 1342, and 1344.
18. "Discharge of a pollutant" means "[a]ny addition of any 'pollutant' or combination of pollutants to 'waters of the United States' from any 'point source'." 40 C.F.R. § 122.2. *See also* 33 U.S.C. § 1362(12).
19. At all times relevant to this Consent Agreement and Final Order, Respondent owned and operated the Town of Glasgow Wastewater Treatment Plant ("WWTP" or "Facility") located at No. 8 Firefly Lane Glasgow, West Virginia 25086. The WWTP discharges

treated domestic wastewater from the Facility into the Kanawha River.

20. At all times relevant to this Consent Agreement and Final Order, Respondent's operation of the WWTP has been subject to West Virginia NPDES Discharge Permit No. WV0020265 ("Permit"), which was issued by the WVDEP on August 12, 2020, became effective on October 1, 2020, and has an expiration date of August 11, 2025.
21. Respondent is authorized to discharge pollutants, in the form of wastewater from the WWTP, to the Kanawha River in accordance with the terms and conditions of its Permit.
22. The Kanawha River is a relatively permanent water, a Traditional Navigable Water, and a water of the United States within the meaning of Section 502(7) of the Act, 33 U.S.C. § 1362(7).
23. At all times relevant to this Consent Agreement and Final Order, the Facility discharged wastewater into the Kanawha River through a "point source" as that term is defined at Section 502(14) of the Act, 33 U.S.C. § 1362(14).
24. On June 29, 2022, representatives of the EPA and WVDEP inspected the WWTP for purposes of determining compliance with the Permit ("Inspection").

Count 1 Effluent Exceedances

25. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
26. Part A.001 of the Permit outlines discharge limitations and monitoring requirements for the Facility's only permitted point of discharge.
27. The Facility has experienced one-hundred and five (105) effluent exceedances from December 2019 to July 2024. The parameters exceeded include biological oxygen demand, 5-day (BOD5), total suspended solids (TSS), total residual chlorine, fecal coliform, Nitrogen - Kjeldahl, suspended solids – percent removal, pH, and BOD5 – percent removal. A summary of those effluent exceedances is as follows:

Town of Glasgow WWTP Permit Limit Exceedances

Monitoring Period Date	Outfall	Parameter Description	Limit Type	DMR Value	DMR Value Unit	Limit Value	Limit Value Unit
12/31/2019	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
12/31/2019	1	Coliform, fecal	MO	1600	#/100mL	200	#/100mL

		general	GEOMN				
1/31/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
1/31/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
2/29/2020	1	BOD, 5-day, 20 deg. C	MO AVG	46.79	lbs/d	38	lbs/d
2/29/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
2/29/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
3/31/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
3/31/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
3/31/2020	1	Solids, suspended percent removal	MO AV MN	82	%	85	%
4/30/2020	1	BOD, 5-day, 20 deg. C	MO AVG	79	mg/L	30	mg/L
4/30/2020	1	BOD, 5-day, 20 deg. C	DAILY MX	79	mg/L	60	mg/L
4/30/2020	1	Solids, total suspended	MO AVG	74.79	lbs/d	38	lbs/d
4/30/2020	1	Solids, total suspended	MO AVG	48	mg/L	30	mg/L
4/30/2020	1	Nitrogen, Kjeldahl, total (as N)	MO AVG	67.19	lbs/d	23	lbs/d
4/30/2020	1	Nitrogen, Kjeldahl, total (as N)	DAILY MX	67.19	lbs/d	45	lbs/d
4/30/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
4/30/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
4/30/2020	1	BOD, 5-day, percent removal	MO AV MN	79	%	85	%
4/30/2020	1	Solids, suspended percent removal	MO AV MN	48	%	85	%
5/31/2020	1	pH	INST MIN	5.5	SU	6	SU
5/31/2020	1	Solids,	MO AV	77	%	85	%

		suspended percent removal	MN				
7/31/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
7/31/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
8/31/2020	1	Nitrogen, Kjeldahl, total (as N)	MO AVG	19	mg/L	18	mg/L
8/31/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
8/31/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
8/31/2020	1	Solids, suspended percent removal	MO AV MN	79	%	85	%
9/30/2020	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
9/30/2020	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
10/31/2020	1	pH	INST MIN	5.93	SU	6	SU
11/30/2021	1	Chlorine, total residual	DAILY MX	0.9	mg/L	0.057	mg/L
11/30/2021	1	Chlorine, total residual	MO AVG	0.9	mg/L	0.028	mg/L
2/28/2022	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
2/28/2022	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
4/30/2022	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
4/30/2022	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL
7/31/2022	1	BOD, 5-day, 20 deg. C	MO AVG	31.51	lbs/d	25	lbs/d
7/31/2022	1	Solids, total suspended	MO AVG	73.62	lbs/d	38	lbs/d
7/31/2022	1	Solids, total suspended	MO AVG	32.7	mg/L	30	mg/L
7/31/2022	1	Coliform, fecal general	DAILY MX	1600	#/100mL	400	#/100mL
7/31/2022	1	Coliform, fecal general	MO GEOMN	1600	#/100mL	200	#/100mL

7/31/2022	1	BOD, 5-day, percent removal	MO AV MN	84	%	85	%
10/31/2022	1	Solids, total suspended	MO AVG	37	mg/L	30	mg/L
10/31/2022	1	Chlorine, total residual	DAILY MX	0.54	mg/L	0.057	mg/L
10/31/2022	1	Chlorine, total residual	MO AVG	0.54	mg/L	0.028	mg/L
10/31/2022	1	Solids, suspended percent removal	MO AV MN	32	%	85	%
1/31/2023	1	Coliform, fecal general	MO GEOMN	540	#/100mL	200	#/100mL
1/31/2023	1	Coliform, fecal general	DAILY MX	540	#/100mL	400	#/100mL
1/31/2023	1	Solids, suspended percent removal	MO AV MN	83	%	85	%
2/28/2023	1	Chlorine, total residual	DAILY MX	1.9	mg/L	0.057	mg/L
2/28/2023	1	Chlorine, total residual	MO AVG	1.9	mg/L	0.028	mg/L
2/28/2023	1	Solids, suspended percent removal	MO AV MN	81	%	85	%
5/31/2023	1	Solids, suspended percent removal	MO AV MN	80	%	85	%
6/30/2023	1	BOD, 5-day, 20 deg. C	MO AVG	31	mg/L	20	mg/L
6/30/2023	1	BOD, 5-day, 20 deg. C	MO AVG	33.39	lbs/d	25.03	lbs/d
6/30/2023	1	Solids, total suspended	MO AVG	31	mg/L	30	mg/L
6/30/2023	1	Coliform, fecal general	MO GEOMN	2419	#/100mL	200	#/100mL
6/30/2023	1	Coliform, fecal general	DAILY MX	2419	#/100mL	400	#/100mL
6/30/2023	1	BOD, 5-day, percent removal	MO AV MN	76	%	85	%
10/31/2023	1	Solids, total suspended	DAILY MX	403.43	lbs/d	75	lbs/d
10/31/2023	1	Solids, total	MO AVG	403.43	lbs/d	38	lbs/d

		suspended					
10/31/2023	1	Solids, total suspended	DAILY MX	76	mg/L	60	mg/L
10/31/2023	1	Solids, total suspended	MO AVG	76	mg/L	30	mg/L
10/31/2023	1	Coliform, fecal general	MO GEOMN	210	#/100mL	200	#/100mL
10/31/2023	1	Solids, suspended percent removal	MO AV MN	76	%	85	%
11/30/2023	1	Chlorine, total residual	MO AVG	1.2	mg/L	0.028	mg/L
11/30/2023	1	Chlorine, total residual	DAILY MX	1.2	mg/L	0.057	mg/L
12/31/2023	1	Solids, total suspended	MO AVG	54.27	lbs/d	38	lbs/d
12/31/2023	1	Nitrogen, Kjeldahl, total (as N)	MO AVG	26.05	lbs/d	23	lbs/d
12/31/2023	1	Chlorine, total residual	MO AVG	0.49	mg/L	0.028	mg/L
12/31/2023	1	Chlorine, total residual	DAILY MX	0.49	mg/L	0.057	mg/L
1/31/2024	1	BOD, 5-day, 20 deg. C	MO AVG	66.64	lbs/d	38	lbs/d
1/31/2024	1	Solids, total suspended	MO AVG	168.58	lbs/d	38	lbs/d
1/31/2024	1	Solids, total suspended	DAILY MX	168.58	lbs/d	75	lbs/d
1/31/2024	1	Nitrogen, Kjeldahl, total (as N)	MO AVG	47.04	lbs/d	23	lbs/d
1/31/2024	1	Nitrogen, Kjeldahl, total (as N)	DAILY MX	47.04	lbs/d	45	lbs/d
1/31/2024	1	Chlorine, total residual	DAILY MX	0.17	mg/L	0.057	mg/L
1/31/2024	1	Chlorine, total residual	MO AVG	0.17	mg/L	0.028	mg/L
1/31/2024	1	Coliform, fecal general	MO GEOMN	285	#/100mL	200	#/100mL
2/29/2024	1	Chlorine, total residual	DAILY MX	3.3	mg/L	0.057	mg/L

2/29/2024	1	Chlorine, total residual	MO AVG	3.3	mg/L	0.028	mg/L
3/31/2024	1	Chlorine, total residual	DAILY MX	0.76	mg/L	0.057	mg/L
3/31/2024	1	Chlorine, total residual	MO AVG	0.76	mg/L	0.028	mg/L
4/30/2024	1	Coliform, fecal general	MO GEOMN	517	#/100mL	200	#/100mL
4/30/2024	1	Coliform, fecal general	DAILY MX	517	#/100mL	400	#/100mL
5/31/2024	1	Coliform, fecal general	MO GEOMN	461	#/100mL	200	#/100mL
5/31/2024	1	Coliform, fecal general	DAILY MX	461	#/100mL	400	#/100mL
6/30/2024	1	Chlorine, total residual	DAILY MX	11	mg/L	0.057	mg/L
6/30/2024	1	Chlorine, total residual	MO AVG	11	mg/L	0.028	mg/L
7/31/2024	1	Chlorine, total residual	MO AVG	30	mg/L	0.028	mg/L
7/31/2024	1	Chlorine, total residual	DAILY MX	30	mg/L	0.057	mg/L

28. Based on the above allegations, Respondent violated Part A.001 of the Permit by failing to comply with the effluent limitations contained in the Permit on one hundred and five (105) occasions from December 1, 2019, through July 31, 2024.
29. In failing to comply with the effluent limitations contained in Part A.001 of the Permit, Respondent has violated Section 301 of the CWA, 33 U.S.C. § 1311.

Count 2

Failure to Submit Inflow and Infiltration Reports on a Timely Basis

30. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
31. Part C.22 of the Permit states, in pertinent part, that the Respondent is required to implement a program to identify and eliminate sources of inflow and infiltration ("I/I") at the Facility. A written report shall be provided on a quarterly basis, as an attachment to the DMR, detailing what has been performed in relation to the implementation and accomplishments of the I/I elimination program.

32. Respondent failed to submit, on a timely quarterly basis, a written report as an attachment to the DMR detailing what has been performed to identify and eliminate I/I as follows:

Late I/I Data

Monitoring Period End Date	Date Received	Date Due By
6/30/2019	8/4/2020	7/25/2019
9/30/2019	8/10/2020	10/25/2019
12/31/2019	7/22/2020	1/25/2020
3/31/2020	7/13/2020	4/25/2020
3/31/2021	4/27/2021	4/25/2021

33. Based on the above allegations, Respondent violated Part C.22. of the Permit by failing to provide a written report, on a timely quarterly basis, as an attachment to the DMR detailing what has been performed to identify and eliminate I/I.
34. In failing to comply with the reporting requirements in Part C.22 of the Permit, Respondent has violated Section 301 of the CWA, 33 U.S.C. § 1311.

Count 3

Failure to Maintain and Properly Operate the Facility

35. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
36. Part II.1 of the Permit requires the Respondent, to at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Respondent to achieve compliance with the conditions of the Permit. Proper operation and maintenance also include adequate laboratory controls, and appropriate quality assurance procedures.
37. During the Inspection, the EPA Inspection Team observed one of the WWTP's two aerators to be broken, causing half of the oxidation ditch to not be operating correctly. There was also a severe back-up of sludge, scum, and solids.
38. Facility representatives stated that the second aerator had been broken for approximately a month and that the Facility had the spare parts but was just waiting on more help installing it.
39. At the time of the Inspection, a paint cannister was being used to collect leaking oil from aerator #1 and fresh oil staining was observed on the pavement at the Facility.

40. Based on the allegations in Paragraphs 33-36, above, at the time of the Inspection, June 29, 2022, Respondent was in violation of Part II.1. of the Permit and Section 301(a) of the CWA, 33 U.S.C. 1311(a), by failing to maintain parts and properly operate and maintain facilities and systems.
41. In failing to comply with the requirements contained in Part II.1. of the Permit, Respondent violated Section 301 of the CWA, 33 U.S.C. § 1311.

CIVIL PENALTY

42. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
43. The civil penalty is based upon the EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), including, the following: the nature, circumstances, extent and gravity of the violation(s), and the violator's ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings resulting from the violation, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to the EPA's Interim Clean Water Act Settlement Penalty Policy dated March 1, 1995, which reflects the statutory factors set forth in in Section 309(g) of the CWA, and adjusted in accordance with the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing the EPA's civil penalty policies to account for inflation.
44. Respondent agrees to pay a civil penalty in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
45. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.
46. When making a payment, Respondent shall:
 - a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, CWA-03-2025-0017,

- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Louis F. Ramalho
Senior Assistant Regional Counsel
Ramalho.Louis@epa.gov

And

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

And

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov

“Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

47. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Consent Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.
- a. Interest. Interest begins to accrue from the Effective Date of this Consent Agreement. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS “standard” underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
 - b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Consent Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30)

day period after the Effective Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.

- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Effective Date.

- 48. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.
 - a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
 - d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.
- 49. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
- 50. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
- 51. Payment of the civil penalty is due and payable immediately upon the Effective Date of this Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a

date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed as of the effective date of this Consent Agreement and Final Order by Respondent in accordance with 40 C.F.R. § 13.9(a).

52. The parties consent to service of the Final Order by e-mail at the following valid email addresses: ramalho.louis@epa.gov (for Complainant), and Glasgowmayor@yahoo.com (for Respondent).
53. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, **including** amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:
 - a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
 - b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
 - c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at henderson.jessica@epa.gov, within 30 days after the Final Order ratifying this Consent Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
 - d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

- i. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of the Final Order per Paragraph 89, below; and
- ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

V. GENERAL SETTLEMENT CONDITIONS

- 54. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
- 55. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

VI. CERTIFICATION OF COMPLIANCE

- 56. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with the Administrative Order on Consent between Respondent and the EPA, Docket No. CWA-03-2024-0099DN, which addresses the violations alleged herein.

VII. OTHER APPLICABLE LAWS

- 57. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver,

suspension or modification of the requirements of the Clean Water Act, 33 U.S.C. § 1251 et seq., or any regulations promulgated thereunder.

VIII. RESERVATION OF RIGHTS

58. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under the Clean Water Act, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date. Respondent reserves whatever rights or defenses it may have to defend itself in any such action.

IX. EXECUTION /PARTIES BOUND

59. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

X. EFFECTIVE DATE

60. Pursuant to 40 C.F.R. § 22.45(b), this Consent Agreement and Final Order shall be issued only after a 40-day public notice and comment period is concluded. This Consent Agreement and Final Order will become final and effective thirty (30) days after having been signed by the Regional Administrator or his delegate, the Regional Judicial Officer, and filed with the Regional Hearing Clerk.

XI. ENTIRE AGREEMENT

61. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent:

Town of Glasgow

By:

A handwritten signature in blue ink, appearing to read 'D-F', with a long horizontal line extending to the right.

Donald Fannin, Mayor

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____.

[Digital Signature and Date]

Karen Melvin, Division Director
Enforcement and Compliance Assurance Division
U.S. EPA Region 3

By: _____.

[Digital Signature and Date]

Louis Ramalho
Senior Assistant Regional Counsel
U.S. EPA Region 3



**U.S. EPA REGION 3
HEARING CLERK**

[illegible]

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of the statutory factors set forth in Section 309(g)(3) of the Clean Water Act (“CWA”), 33 U.S.C. § 1319(g), the Interim Clean Water Act Settlement Penalty Policy dated March 1, 1995, which reflects the statutory factors set forth in Section 309(g) of the CWA, and as adjusted in accordance with the

appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing the EPA's civil penalty policies to account for inflation.

NOW, THEREFORE, PURSUANT TO Section 309(g) of the Clean Water Act, 33 U.S.C. Section 1319(g), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** in accordance with the payment provisions set forth in the Consent Agreement, and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the Clean Water Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is thirty (30) days after the date on which this Final Order is filed with the Regional Hearing Clerk.

Date: _____

By: _____

[*Digital Signature and Date*]

Joseph J. Lisa

Regional Judicial and Presiding Officer

U.S. EPA Region 3

Ramalho.Louis@epa.gov

and

Monica Crosby
NPDES Section, Water Branch,
Enforcement and Compliance Assurance Division
U.S. EPA, Region 3
Crosby.Monica@epa.gov

[Digital Signature and Date]

Bevin Esposito
Regional Hearing Clerk
U.S. EPA, Region 3