

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Rivera for

Kathleen E Woodward  
Name of Case Attorney

9/30/10  
Date

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

Case Docket Number CWA-01-2009-0076

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:

City of Peabody  
24 Lowell St.  
Peabody, MA 01960

Total Dollar Amount of Receivable \$ 17,453.00

Due Date: 3/13/11

SEP due? Yes  No

Date Due \_\_\_\_\_

Installment Method (if applicable)

INSTALLMENTS OF:

1<sup>st</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

2<sup>nd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

3<sup>rd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

4<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

5<sup>th</sup> \$ \_\_\_\_\_ 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 \_\_\_\_\_



RECEIVED

SEP 30 2010

EPA ORC WS  
Office of Regional Hearing Clerk

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

**BY HAND**

September 30, 2010

Ms. Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Mail Code ORA17-1  
Boston, MA 02109-3912

Re: In the Matter of City of Peabody, Massachusetts  
Administrative Penalty Action Settlement: Docket No. CWA-01-2009-0076

Dear Ms. Santiago:

For the above-referenced matter, please file the enclosed Consent Agreement and Final Order. I have included the original and one copy of these documents.

Thank you for your attention to this matter. Should you have any questions, please contact me at (617) 918-1780.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathleen E. Woodward".

Kathleen E. Woodward  
Senior Enforcement Counsel

Enclosure

cc: Mayor Michael J. Bonfanti  
John Christopher, City Solicitor

RECEIVED

SEP 30 2010

EPA ORC WS  
Office of Regional Hearing Clerk

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I

\_\_\_\_\_  
IN THE MATTER OF )  
 )  
 )  
City of Peabody )  
24 Lowell Street )  
Peabody, Massachusetts 01960 )  
 )  
Respondent. )  
\_\_\_\_\_ )

CONSENT AGREEMENT  
AND FINAL ORDER

Docket No. CWA 01-2009-0076

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

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against the Respondent pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by filing an administrative Complaint against Respondent, Docket No. CWA-01-2009-0076 (the "Complaint"), on August 13, 2009.
2. The complete factual and jurisdictional basis for proposing the assessment of a civil penalty is set forth in the Complaint and is incorporated herein by reference.
3. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), the Commonwealth of Massachusetts has been given an opportunity to consult with EPA



regarding the assessment of the administrative penalty for CWA violations against Respondent.

4. Section 309(g)(4)(A) of the CWA, 33 U.S.C. 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to comment on, the proposed issuance of such order. EPA has satisfied this requirement by providing public notice of, and reasonable opportunity to comment on, the proposed penalty on August 24, 2009.

## **II. CONSENT AGREEMENT**

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

## **III. WAIVER OF RIGHTS**

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

## **IV. TERMS OF SETTLEMENT**

8. Based upon the statutory penalty factors at Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3), and Respondent's agreement to perform a Supplemental Environmental Project (SEP), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of seventeen thousand four hundred fifty three dollars (\$17,453).

**V. PAYMENT TERMS**

9. Respondent shall pay the civil penalty set forth in Paragraph 8 of this CAFO no later than 10 calendar days after the date this CAFO is final.
10. Respondent shall make payment by depositing in the United States mail a check payable to the order of "Treasurer, United States of America" and referencing the title and docket number of the action ("In the Matter of City of Peabody, Massachusetts, CWA-01-2009-0076") to:

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

11. Respondent shall simultaneously submit copies of the penalty payment check to:

Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Mail Code ORA17-1  
Boston, MA 02109-3912

and

Kathleen E. Woodward  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Mail Code OES4-2  
Boston, MA 02109-3912

## VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

12. Respondent shall undertake and complete the following supplemental environmental project ("SEP"), which the parties agree is intended to secure significant environmental protection and improvements. In accordance with the schedule set forth in Paragraph 13 hereof, Respondent shall replace the existing conventional pavement with porous pavement at the 44 space, 16,000 square foot faculty parking lot at the Welch Elementary School in Peabody. The SEP will benefit the environment by reducing pollutant transport through infiltration, promoting groundwater recharge, and reducing the likelihood of flooding that has historically been a problem in the area of the Welch School.

13. Respondent shall undertake and complete the SEP as follows:

- **By no later than 30 days after the date that the Regional Judicial Officer signs the Final Order: complete design work;**
- **Within 45 days of completion of design work: break ground/begin construction work; and**
- **Within 90 days of beginning construction: complete construction work.**

The SEP is more specifically described in the scope of work (hereinafter, the "Scope of Work"), attached hereto as Exhibit A and incorporated herein by reference. The porous pavement shall be installed according to the specifications for porous pavement set forth in the Commonwealth of Massachusetts Stormwater Management Handbook ("Stormwater Management Handbook"), Volume 2, Chapter 2.

Respondent shall also conduct appropriate maintenance of the porous pavement as



described in the Stormwater Management Handbook, Volume 2, Chapter 2, pp.119 and 122.

14. The total cost to the Respondent of the SEP shall be not less than thirty four thousand eight hundred ninety five dollars (\$34,895) 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.

15. Respondent hereby certifies that, as of the date of this Consent 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.

**16. SEP Reports:**

a. **SEP Completion Report:** Respondent shall submit a SEP Completion Report to EPA for the SEP within thirty (30) days of completion of the SEP. 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 Consents Agreement and Order; 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).

b. **Quarterly Reports:** Until Respondent submits its Completion Report for the SEP, Respondent shall submit quarterly written reports (“Quarterly Reports”) outlining work performed on the SEP to date and funds spent to date, commencing with the first full calendar quarter following the effective date of this Consents Agreement and Final Order. Such reports shall be provided to EPA postmarked no later than the last day of the calendar month following the end of each calendar quarter. Calendar quarters end on the following dates: March 31, June 30, September 30 and December 31. Quarterly Reports are to be postmarked not later than April 30, July 31, October 31, and January 31. The first Quarterly Report shall be prepared for the calendar quarter during which the CAFO becomes final. Each Quarterly Report shall contain a narrative description of the SEP activities undertaken to date, an itemization (with copies of supporting documentation) of costs incurred on the SEP, and a report of any difficulties or delays in the implementation of the SEP. The absence of EPA comments on the Quarterly Reports shall not constitute approval of the progress being made on the SEP or waiver of EPA’s rights to determine that the SEP was not completed satisfactorily and to take any action specified in Paragraph 20 of this Consent Agreement and Final Order.

c. Respondent agrees that an unexcused failure to submit the SEP Completion Report or any Quarterly Report required by subsections a. and b. above shall be deemed a violation of this Consent Agreement and Order and that



Respondent shall become liable for stipulated penalties pursuant to Paragraph 20 below.

d. Respondent shall submit all Quarterly Reports and the Completion Report and any other notices required by this Consent Agreement and Order by first class mail to:

Andrew Spejewski  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Mail Code OES4-1  
Boston, MA 02109-3912

e. 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.

17. **EPA right to inspect:** Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.
18. **Document retention and certification:** Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and

shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its Mayor or City Council, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

19. **EPA acceptance of SEP Completion Report and Determination of SEP**

**Compliance**

a. After receipt of the SEP Completion Report described in Paragraph 16(a) above, EPA will notify the Respondent in writing: (i) that EPA concludes that the SEP has been completed satisfactorily; (ii) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (iii) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 20 herein.

b. If EPA notifies Respondent pursuant to clause (ii) above that the SEP itself or the SEP Completion Report does not comply with the requirements of

this CAFO, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA.

c. If EPA notifies Respondent pursuant to clause (iii) above that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 20 herein.

**20. Stipulated Penalties:**

a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraphs 12 through 16 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 14 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i) Except as provided in subparagraph (ii) or (iii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$34,895, plus interest at the rate identified in Paragraph 23.

(ii) If the SEP is not completed in accordance with Paragraphs 12 and 13, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) 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.



(iii) If the SEP is completed in accordance with Paragraphs 12 and 13, 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 the difference between \$34,895 and the amount spent.

(iv) If the SEP is completed in accordance with Paragraphs 12 and 13, 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.

(v) For failure to submit the SEP Completion Report required by Paragraph 16(a) above or for failure to submit an adequate Completion Report, Respondent shall pay a stipulated penalty in the amount of \$100 per day for each day from the day after the report is due until the report is submitted, or in the case of an inadequate report, until the report is submitted with deficiencies addressed.

(vi) For failure to submit any other report required by Paragraph 16(b) above, Respondent shall pay a stipulated penalty in the amount of \$100 per day for each day from the day after the report is due until the report is submitted, or in the case of an inadequate report, until the report is submitted with deficiencies addressed.

b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 10 above.

Interest and late charges shall be paid as stated in Paragraph 23 herein.

d. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

21. **Public statements must acknowledge enforcement action:** Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act."
22. **No relief from compliance; no endorsement by EPA:** This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, 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 design used or materials installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

## VI. General Provisions

23. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), a failure by Respondent to pay the penalty or stipulated penalties assessed by this CAFO in full by the payment due date shall subject Respondent to a civil action to collect the assessed penalty, plus interest at current prevailing rates from the date the penalty was due pursuant to Paragraph 9 of this CAFO. The rate of interest assessed shall be at the rate set forth in 31 C.F.R. § 901.9(d), promulgated under 31 U.S.C. § 3717. If Respondent fails to pay on a timely basis the amount of an assessed penalty, it shall be required to pay, in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to 20 percent of the aggregate amount of such person's penalties and nonpayment penalties which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.
24. The penalty specified in Paragraphs 8 and 20 above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes. 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.
25. The provisions of this CAFO shall be binding upon Respondent and its successors and assigns.
26. Except as described in Paragraph 23 above, each party shall bear its own costs and attorneys fees in this proceeding.



27. Issuance of this CAFO constitutes a full and complete settlement by EPA of all claims for judicial and administrative civil penalties pursuant to Sections 309(d) and (g) of the CWA, 33 U.S.C. §§ 1319(d) and (g), for all past violations of the CWA alleged in the Complaint referenced in Paragraph 1. This CAFO shall not limit the authority of the United States to enforce the underlying substantive legal requirements of this administrative penalty assessment, whether administratively or judicially, pursuant to Sections 309(a), (b), and (c) of the Act, 33 U.S.C. §§ 1319(a), (b), and (c), or Sector 504 of the Act, 33 U.S.C. § 1364.
29. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 et seq., or any regulations promulgated thereunder.
30. The undersigned representative of Respondent certifies that he or she is fully authorized by Respondent to enter into the terms and conditions of this CAFO and legally bind Respondent.
31. All reports, notices and other written communications required to be made by Respondent in connection with this Consent Agreement and Final Order shall be made to:

Andrew Spejewski  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region I  
5 Post Office Square, Suite 100  
Mail Code OES4-1  
Boston, MA 02109-3912

All notices and other written communications required to be made or made by EPA in connection with this Consent Agreement and Final Order shall be made to:

Robert J. Langley, P.E.  
Director of Public Services  
50 Farm Avenue  
Peabody, MA 01960

With a copy to:

John A. Christopher, City Solicitor  
Spitzer, Christopher & Arvanites  
Northwoods Business Park  
198 Rosewood Drive, Suite 350  
Danvers, MA 019123

STIPULATED AND AGREED:

For RESPONDENT CITY OF PEABODY, MASSACHUSETTS

Michael D. Bonfanti  
Michael Bonfanti  
Mayor  
City of Peabody, Massachusetts

Date: 9/24/10

For U.S. ENVIRONMENTAL PROTECTION AGENCY

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


Date: 09/28/10



**FINAL ORDER**

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

U.S. ENVIRONMENTAL PROTECTION AGENCY

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

Date: Sept. 29, 2010

**SCOPE OF WORK  
WELCH ELEMENTRY SCHOOL  
SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)**

*Stormwater Runoff Improvements  
In the Strongwater Brook Watershed Peabody Massachusetts*

The City of Peabody hereby agrees to undertake the following project in connection with the settlement of the enforcement action described in the Consent Agreement and Order to which this is attached.

History & Site Description

The City of Peabody has had recurring flooding problems since the 1950s precipitated by the post World War II building boom that greatly increased the amount of impervious surfaces throughout the City. Significant flood events occurred in all seasons beginning in August 1954, and continuing in March 1968, January 1979, April 1987, October 1996 and the most recent and most devastating event in May 2006 that inundated downtown Peabody with 5 feet of standing water.

The Strongwater Brook watershed is approximately 730 acres and discharges to the North River in the downtown Peabody area via the confluence of Strongwater Brook. The Welch School site is at the headwaters of the Strongwater Brook and has a history of flooding neighbors along the brook during significant storm events. The 19.4 acre site has been chosen to help reduce localized flooding and capture stormwater runoff. This specific SEP will help towards the overall project of the Welch School watershed/LID improvements which is projected to cost around \$250K. This SEP as well as the whole Welch School watershed/LID improvements project is strongly supported by the Mayor, the Community Development Department, the Superintendent of Public Schools and the Welch School principal.

Project Summary

The SEP will be to install porous asphalt pavement in a section of the faculty parking lot (see map). This parking lot tends to leave standing water in several areas due to its age and poor condition. The City will remove and dispose of the old pavement and replace the entire parking lot, 16,000 sq. ft. with porous asphalt; 44 parking spaces. The porous pavement will help store surface runoff before it infiltrates into the subsoil, allowing stormwater to infiltrate directly and receive water quality treatment thereby reducing pollutant transport through

infiltration. This area of porous pavement will also increase groundwater recharge rates. Additionally, this SEP helps to reduce Peabody's downtown flooding.

The porous asphalt would be installed no later than the end of September of 2010 to maximize effectiveness. The SEP will cover the costs for design & engineering and contractors equipment/personnel for installation work. The work will be contracted through a qualified private vendor.

SEP Estimated Costs

The breakout of costs for the SEP is as follows:

Year (2010):44 parking spaces, = \$26,400

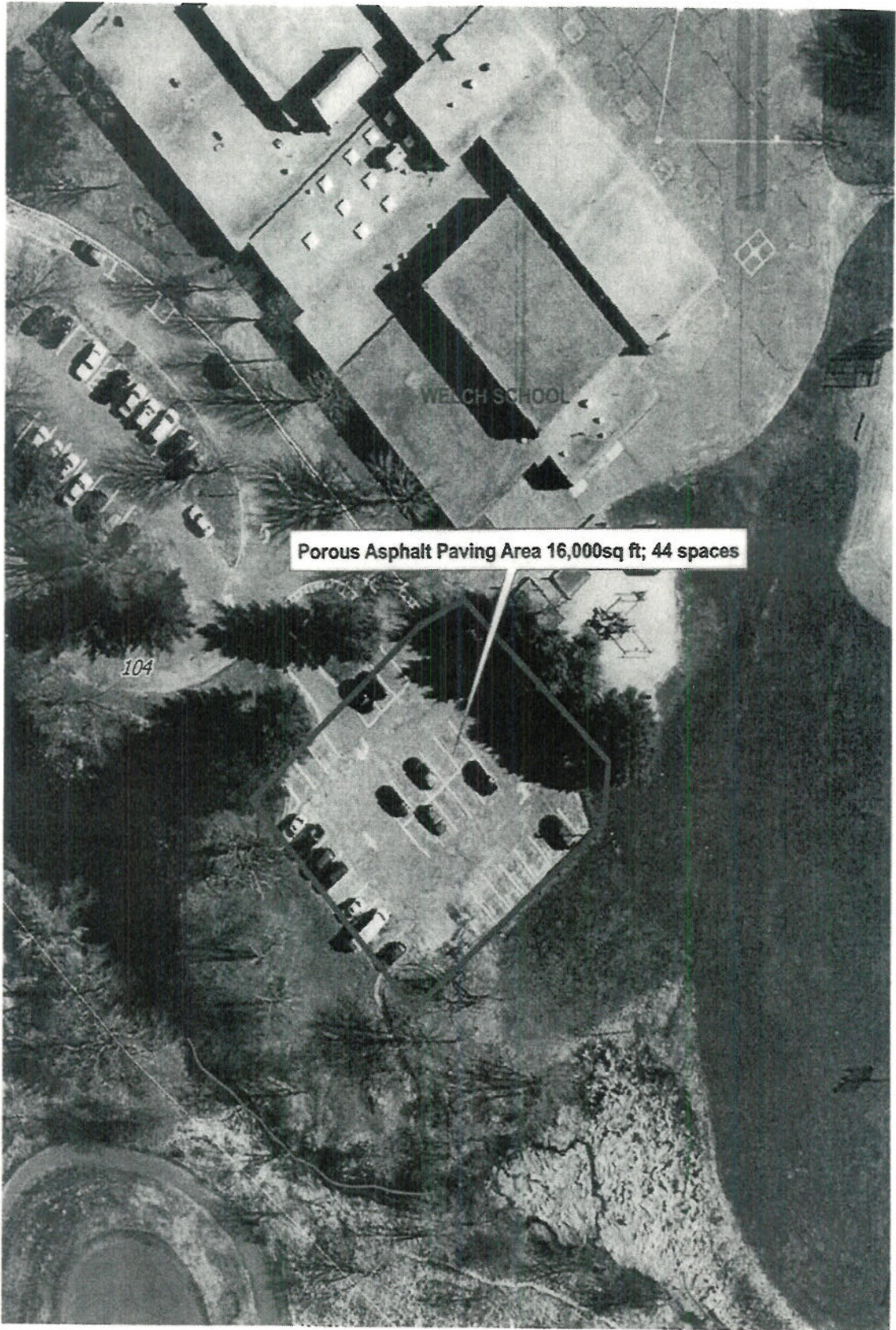
<b>Sq Yards</b>	=	<b>Tons of asphalt</b>	<b>Asphalt Cost per Ton</b>	<b>Total</b>
1190 at 4inches depth		= 273	at \$96.70	= \$26,399.10

<b>City of Peabody Staff Costs</b>	<b>Hourly rate</b>	<b>Hours</b>	<b>City Costs</b>
Environmental Engineer	\$43	100hrs.	\$4,300
City Planner	\$27	50hrs.	\$1350
Civil Engineer	\$42	20hrs.	\$840
City Engineer	\$53	20hrs.	\$1060
D.P.S. Director	\$63	15hrs.	\$945
			Total \$8,495

**TOTAL: \$34,895**

If the work at the parking lot site is completed for less than the estimated costs noted above, the City will expend the remaining funds on ornamental and buffer plantings at the site.





Porous Asphalt Paving Area 16,000sq ft; 44 spaces

**In the Matter of: City of Peabody, Massachusetts**  
**Docket No. CWA 01-2009-0076**

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order was sent to the following persons, in the manner specified on the date below:

Copy hand-delivered:

Wanda Santiago  
Regional Hearing Clerk  
U.S. EPA, Region I  
5 Post Office Square, Suite 100  
Mail Code ORA17-1  
Boston, Massachusetts 02109-3912

Copy by certified mail, return receipt requested:

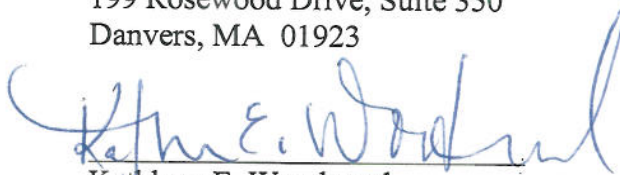
The Honorable Michael J. Bonfanti  
City of Peabody  
City Hall  
24 Lowell Street  
Peabody, Massachusetts 01960

Copy by first-class mail to:

Richard Chalpin, Regional Director  
Massachusetts Department of Environmental Protection  
Northeast Regional Office  
205B Lowell Street  
Wilmington, Massachusetts 01887

John Christopher, Esq.  
Spitzer, Christopher & Arvanites  
Northwoods Business Park  
199 Rosewood Drive, Suite 350  
Danvers, MA 01923

Dated: September 30, 2010



Kathleen E. Woodward  
Senior Enforcement Counsel  
Office of Environmental Stewardship  
U.S. EPA, Region I  
5 Post Office Square, Suite 100  
Mail Code OES4-2  
Boston, MA 02109-3912  
(617) 918-1780