

RECEIVED

2012 MAY 23 PM 12: 58

City of Huntington, West Virginia
EPA Docket No. CWA-03-2011-0235



REGIONAL HEADQUARTERS
EPA REGION III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

In the Matter of:

City of Huntington, West Virginia
800 5th Avenue
Huntington, WV 25701-2002

Respondent

Proceeding to Assess a Class II
Administrative Penalty Under
Section 309(g) of the Clean Water Act

Docket No. CWA-03-2011-0235

Consent Agreement and Final Order

Consent Agreement and Final Order

I. Preliminary Statement

1. This Consent Agreement and Final Order ("CAFO") is entered into by the Director of the Water Protection Division, United States Environmental Protection Agency, Region III ("Complainant") and the City of Huntington, West Virginia ("Respondent"), pursuant to Section 309(g) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g), and 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. Part 22. The parties have agreed to settlement of the alleged violations of the CWA by Respondent.
2. Complainant initiated this proceeding pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by issuing an Administrative Penalty Complaint (the "Complaint") to Respondent on September 30, 2011. On December 5, 2011, Respondent filed an Answer and requested a hearing pursuant to Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(b).
3. The parties agree that settlement of this matter without further litigation is in the public interest and that entry of a CAFO is the most appropriate means of resolving this matter.

II. FINDINGS OF FACT AND JURISDICTIONAL ALLEGATIONS

4. Respondent neither admits nor denies the specific factual allegations contained in the Complaint.
5. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent.

III. CONCLUSIONS OF LAW

6. Respondent has violated Section 301 of the CWA, 33 U.S.C. § 1311, and is liable to the United States for a civil penalty in accordance with Section 309(g) of the CWA, 33 U.S.C. § 1319(g).

IV. CONSENT AGREEMENT AND FINAL ORDER

7. For the purpose of this proceeding:
 - A. Respondent consents to the assessment of the civil penalty set forth herein;
 - B. Respondent consents to the issuance of any specified compliance and agrees to undertake all actions required by this CAFO;
 - C. Respondent waives its right to contest the allegations set forth in the Complaint at a hearing under Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B);
 - D. Respondent waives its right to appeal this Final Order under Section 309(g)(8)(B) of the CWA, 33 U.S.C. § 1319(g)(8)(B).
8. Each party to this agreement shall pay its own costs and attorney's fees.
9. This CAFO shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns.
10. This CAFO does not relieve Respondent of its obligations to comply with all applicable provisions of federal, state or local law, nor shall it be interpreted to be a permit or modification of any existing permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342 or any other law. Nor does this CAFO constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. § 1251, *et seq.*, or any regulations promulgated thereunder.
11. This CAFO resolves the civil claims against the Respondent for the specific violations alleged in the Complaint issued in the above-captioned action. EPA reserves the right to commence an action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment.

12. 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. Further, EPA reserves any rights and remedies available to it under the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its effective date.
13. This CAFO is conditioned upon the accuracy of the Respondent's representations to EPA. EPA reserves the right to institute a new and/or separate action should Respondent fail to comply with the terms of this CAFO. That right shall be in addition to all other rights and causes of action, civil or criminal, the EPA may have under law or equity in such event.
14. This CAFO may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.
15. All of the terms and conditions of this CAFO together comprise one agreement, and each of the terms and conditions is in consideration of all of the other terms and conditions. In the event that this CAFO or one or more of its terms and conditions is held invalid, or is not executed by all of the signatories in identical form, or is not approved in such identical form by the Regional Administrator or his designee, then the entire CAFO shall be null and void.

V. PENALTY

16. For the purpose of this proceeding, Respondent consents to the assessment of a civil penalty in the amount of ninety-nine thousand, four hundred and twenty-seven dollars (\$99,427) in full and complete settlement of EPA's civil claims as set forth in the Complaint alleging violation of Section 301 of the CWA, 33 U.S.C. § 1311.
17. The penalty as provided for in Paragraph 16 shall be divided as follows: (a) a cash penalty in the amount of fifteen thousand dollars (\$15,000); and (b) the expenditure of eighty-four thousand, four hundred and twenty-seven dollars (\$84,427) through the implementation of six (6) Supplemental Environmental Projects ("SEPs").

VI. PAYMENT TERMS

18. Within thirty (30) days of the effective date of this CAFO, Respondent shall pay the cash penalty in the following manner:
 - A. All payments by Respondent shall reference Respondent's name, address, and the Docket Number of this action, CWA-03-2011-0235;
 - B. All checks shall be made payable to "United States Treasury";
 - C. All payments made by check and sent by regular mail shall be addressed to:

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

Contact: Heather Wilson (513) 487-2044

- D. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL MO C2 GL
St. Louis, MO 63101

Contact: (314) 418-1028

- E. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS NWD
26 W. M.L. King Drive
Cincinnati, OH 45268 0001

- F. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

- G. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver

ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Jesse White: (301) 887-6548
John Schmid: (202) 874-7026
REX: (866) 234-5681

H. On Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

I. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

J. A copy of Respondent's check or a copy of Respondent's electronic fund transfer shall be sent simultaneously to the following:

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

Mr. Chuck Schadel
U.S. Environmental Protection Agency
Region III (3WP42)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Mr. Zachary Moor
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (3RC20)
1650 Arch Street
Philadelphia, PA 19103-2029

19. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this CAFO shall result in the assessment of late payment charges including interest and/or other penalties.
20. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

VII. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

21. Respondent shall complete the SEPs as described in Attachment A, which is incorporated into this CAFO by reference.
22. Respondent hereby certifies the following:
- A. None of the SEPs described in Attachment A are required under any federal, state or local law or regulation for Respondent to perform or develop within the next five years;
 - B. Respondent is not required to perform or develop the SEPs described in Attachment A by any agreement, grant or injunctive relief in this or any other legal proceeding or in compliance with state or local requirements;
 - C. Respondent has not received, or will not receive, credit for the SEPs described in Attachment A in any other enforcement action in any form.
23. The total expenditure for the SEPs shall be not less than eighty-four thousand, four hundred and twenty-seven dollars (\$84,427) (the "SEP Penalty Amount") in accordance with the specifications set forth in Attachment A. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the reporting requirements imposed by this CAFO.
24. Respondent agrees that EPA may request copies of any materials related to the SEPs, at any time, upon reasonable advance notice to Respondent, to confirm that the SEP is being or has been performed in accordance with this CAFO. Respondent further agrees to provide requested information to EPA within fourteen (14) days of a reasonable request. The EPA reserves all existing inspection authority.
25. Respondent shall submit a periodic review ("SEP Periodic Review") every six (6) months from the Effective Date of this order. The SEP Periodic Reviews shall contain:
- A. A detailed description of the progress of the SEPs as implemented to date;

- B. Itemized costs to date;
 - C. Any formal solicitation of bids and/or finalized contracts for completion of SEP work;
 - D. Disclosure of any anticipated non-compliance, the reason for the non-compliance, and a proposed solution with a timeline.
26. Within sixty (60) days of completion of all SEP work, Respondent shall provide written notice to EPA, describing all actions taken in furtherance of the SEP (the "SEP Completion Report"). The SEP Completion Report shall contain:
- A. A detailed description of the SEP as implemented;
 - B. Itemized costs;
 - C. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
 - D. A description of the environmental and public health benefits resulting from implementation of the SEP.
27. Both the SEP Periodic Reviews and the SEP Completion Report should be sent to the parties listed above (*See* Paragraph 18, Subparagraph J).
28. In itemizing its costs in either the SEP Periodic Reviews or the SEP Completion Report, Respondent shall clearly identify and provide 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, contracts or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled checks do not constitute acceptable documentation unless such checks specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.
29. Following receipt of the SEP Completion Report, EPA may do one of the following: (a) accept the SEP Completion Report; (b) reject the SEP Completion Report and notify the Respondent in writing of the deficiency and grant an additional thirty (30) days from receipt of such notice to correct any deficiency; or (c) determine that the SEP has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 31 of this CAFO.
30. If EPA elects to exercise option (b) or (c) as described in the preceding paragraph, it will permit the Respondent the opportunity to object in writing to the notification of deficiency or disapproval given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes

necessary to the SEP Completion Report. If agreement cannot be reached within this thirty (30) day period, EPA shall provide a written statement of its decision to Respondent.

31. In the event that Respondent fails to comply with any terms or provision of this CAFO relating to the performance of the SEP and/or to the extent that the actual expenditures for the SEPs do not equal or exceed the SEP Penalty Amount, Respondent shall be liable for additional civil penalties according to the provisions set forth below:
- A. Except as provided immediately below (Subparagraphs B & C) if any individual SEP is not completed in accordance with the terms of this CAFO, Respondent shall pay an additional civil penalty to the United States of one hundred (100) percent of the individual SEP cost as specified in Attachment A.
 - B. If a SEP is completed in accordance with the CAFO, but the Respondent spends less than ninety (90) percent of the amount required to be spent on any individual SEP, Respondent shall pay an additional civil penalty constituting the difference between the actual SEP expenditure and the individual SEP cost as specified in Attachment A.
 - C. If any of the SEPs are not completed in accordance with the CAFO, but the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least ninety (90) percent of the amount of money which was required to be spent for the individual SEP was actually expended on the SEP, Respondent shall pay an additional civil penalty constituting the difference between the actual SEP expenditure and the individual SEP cost as specified in Attachment A.
 - D. Failure to timely submit either a SEP Periodic Report or the SEP Completion Report will result in an additional civil penalty in the amount of two hundred and fifty dollars (\$250.00) each day after the date that the report is due until the report is submitted.

32. This CAFO 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 work conducted by Respondent and the participating businesses in connection with the SEP undertaken pursuant to this CAFO.

33. All submissions required herein shall be signed and dated by a responsible official of Respondent to include the following certification:

"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 violations."

Signed _____
Title _____
Date _____

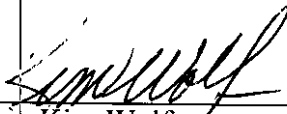
VIII. EFFECTIVE DATE

This CAFO shall become final and effective 30 days after it is lodged with the Regional Hearing Clerk, pursuant to Section 309(g)(5) of the CWA, 33 U.S.C. § 1319(g)(5).

IX. SIGNATURE

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

FOR RESPONDENT:




Mayor Kim Wolfe
City of Huntington, West Virginia

5-11-12

Date

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:



Jon M. Capacasa
Director, Water Protection Division
U.S. Environmental Protection Agency, Region III

5-22-12

Date



City of Huntington, West Virginia
EPA Docket No. CWA-03-2011-0235

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

In the Matter of:

City of Huntington, West Virginia
800 5th Avenue
Huntington, WV 25701-2002

Respondent

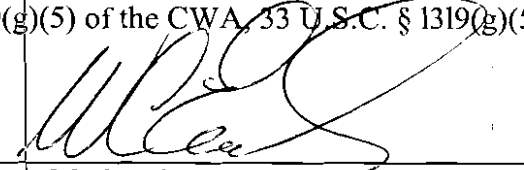
Proceeding to Assess a Class II
Administrative Penalty Under
Section 309(g) of the Clean Water Act

Docket No. CWA-03-2011-0235

Final Order

Complainant, the Director of the Water Protection Division, U.S. Environmental Protection Agency - Region III, and Respondent, City of Huntington, West Virginia, have executed a document entitled "Consent Agreement and Final Order," which I hereby ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

NOW, THEREFORE, PURSUANT TO Section 309 of the Clean Water Act ("CWA"), 33 U.S.C. § 1319, and the Consolidated Rules of Practice, and based on the representations in the Consent Agreement, having determined that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 309(g)(3) of the CWA, 33 U.S.C § 1319(g)(3) IT IS HEREBY ORDERED that Respondent comply with the terms and conditions of the Consent Agreement. The Consent Agreement and Final Order shall become final and effective 30 days after it is lodged with the Regional Hearing Clerk, pursuant to Section 309(g)(5) of the CWA, 33 U.S.C. § 1319(g)(5).


Shawn M. Garvin
Regional Administrator
U.S. EPA, Region III

Date

5/23/12

Attachment A
Supplemental Environmental Projects
City of Huntington, West Virginia

Prepared by: Jennifer Williams, MA

Date: April 4, 2012

Pervious Surface Installation:

Project Narrative:

The Harris Riverfront Park is a high traffic park on the bank of the Ohio River near downtown Huntington, WV. (www.ghprd.org) The city and park district are working toward the implementation of a master plan for the revitalization of the park. As a part of this project, we will be removing a large part of an asphalt parking lot and creating more green space. Then we will be installing 500 linear feet of pervious surface as a trail which will have new exercise equipment stations for public use.

This demonstration area will be located at the same park as one of our rain gardens and there will be educational signage describing these stormwater mitigation practices and their affect on water quality. This is a high profile project and will have media coverage.

Compliance with Final Supplemental Environmental Projects Policy :

The proposed SEPs bear a sufficient relationship between the underlying violation and the human health or environmental benefits resulting from the SEP. The proposed SEPs improve, protect, and/or reduce risks to public health or the environment. The proposed SEPs are undertaken in settlement of an enforcement action as a project that the City of Huntington is not otherwise legally required to perform. Further, the installation of the pervious surface was not contemplated under the initial construction of the Paul Ambrose Trail for Health (PATH) but is specifically added to comply as a Supplemental Environmental Project. These SEPs represent additional expenditures which would not have otherwise been undertaken but for this enforcement action. Additionally, the proposed SEPs are not inconsistent with any provision of the underlying statute(s). The proposed SEPs advance at least one of the objectives of the environmental statute that is the basis of the enforcement action. EPA does not play any

role in managing or controlling the funds used to perform the proposed SEPs. The type and scope of each project is defined in the settlement document.

Huntington agrees that it will maintain the SEPs as implemented for at least two years from the effective date of the consent agreement and final order. The cost of this maintenance is reflected in the SEP costs detailed below. Following the completion of the SEPs, the Department of Public Works will be responsible for funding and performing all necessary maintenance. Huntington is committed to preserving the SEPS for the foreseeable future.

Environmental and Public Health Benefits:

Pervious surface trail building materials can be used to locally infiltrate rainwater and reduce the runoff leaving a site. This can help to decrease downstream flooding, the frequency of combined sewer overflow (CSO) events, and the thermal pollution of sensitive waters. Use of these materials can also eliminate problems with standing water, provide for groundwater recharge, control erosion of streambeds and riverbanks, facilitate pollutant removal, and provide for a more aesthetically pleasing site. The effective imperviousness of any given project is reduced while land use is maximized. The use of pervious materials can even eliminate the requirement for underground sewer pipes and conventional stormwater retention / detention systems. The drainage of paved areas and traffic surfaces by means of permeable systems is an important building block within an overall Low Impact Development scheme that seeks to achieve a stormwater management system close to natural conditions. (www.lid-stormwater.net)

The reduction of CSO events reduces the amount of fecal coliform bacteria in our streams. As well, raw sewage will be less likely to overflow into basements, streets and the railroad underpasses as it does today. Reduction of stormwater into the sanitary sewer will help reduce overflow flooding of the underpasses which bisect our city. When the underpasses are flooded, vehicles, including emergency services are unable to pass. As well, residents often try to cross the underpasses and are stranded in high waters at a danger to themselves and emergency crews.

Budget Detail:

Existing Asphalt Surface Removal = 1,111 sy	\$11,110
Mobilization	\$1,000
Fabric for Subgrade Separation = 555 sy	\$832
Trail Surface - Crushed Limestone = 13 cy	\$520
Trail Aggregate - Class I = 42 cy	\$1,680
Trail Aggregate - Class II - 31 cy	\$1,240
Furnishing and Placing Topsoil = 10 cy	\$500
Seed Fertilizer and Mulch = 555 sy	\$555
5/4"x6" Pressure Treated Trail Edge = 1000 lf	\$1,500
Engineering	\$3,000
Total cost: (includes labor and equipment costs)	\$21,937.00

Timeline:

- a) Proposal/Solicitation for Bids
 - a. The City proposes to utilize an existing contract with VFP for the project. The additional work will be included by change order by the end of June 2012.
- b) Securing Contract
 - a. The proposed change order will be submitted to City Council as a resolution at the first meeting in June 2012.
- c) Ground-breaking
 - a. Ground-breaking will be held in the first week of July 2012.
- d) Any pertinent intermediate steps
 - a. City Council may request committee review before it can be placed on the agenda.
- e) Completion
 - a. Completion is anticipated September, 2012

Qualifications:

Public Works engineer and Public Works staff or a local contractor with experience constructing pervious surface trails will be utilized. If city employees are used, it will be outside of their normal working hours and they will be paid for those hours as a supplement to their normal wages.

Map Image:

Please see PDF images for a design concept map of the Harris Riverfront Park Master Plan.

Description:

The Pervious Surface project will be located along labels 16 d, e & f on master plan image

Rain Garden Demonstration sites:

Project Narrative:

One of the 5x5 rain gardens will be located at the Harris Riverfront Park right next to the bathroom area which has a history of flooding and erosion problems. We will direct the runoff from the restroom building into the rain garden. This location is directly in front of the Ohio River at a high traffic riverfront park. It will be right next to a family spray park according to the master plan. As well, it is located in the same public park as the pervious paver project. We will also promote the use of rainbarrels by demonstrating their use at the park. We will post high quality educational signage to describe the stormwater mitigation practices in use at the park and their benefit to water quality.

The other 5x5 rain garden will be built near the front door of the Huntington YMCA, a well attended exercise and family activity facility. There is a perfect spot which has a history of flooding and erosion which often creates a problem entering the building. We will also demonstrate the use of rainbarrels at this site and post educational signage to describe the practices and their benefits to water quality.

Environmental and Public Health Benefits:

Rain gardens or bio-retention cells, are intentionally created depressions in the landscape which collect stormwater runoff from buildings, parking lots and other impervious surfaces. Rain gardens capture the runoff and allow it to infiltrate slowly into the ground, recharging ground

water, filtering pollution and retaining stormwater so that it does not enter our combined sanitary sewer system. When the combined system is inundated with stormwater, it can cause raw sewage to overflow into basements, streets and our streams. These gardens are low maintenance because native plants, perennial wildflowers and grasses are used and these also attract and create habitat for native insects and wildlife.

Budget Detail:

Engineered Soil Mix (Truck in) = 5 cy @ \$75 cy =	\$375
Gravel = 1 tons @ \$20/ton =	\$20
Sand = 1 tons @ \$20/ton =	\$20
Mulch = 5 cy @ \$20/cy =	\$100
Native plants = 15 x \$4	\$60
Shrubs = 4 @ \$30 =	\$120
Ground Cover = 20 @ \$2 =	\$40
Rain barrel and fittings 2 @ \$90 =	\$180
General construction and installation of mulch and landscaping	
2 man crew 1 day @ \$1000 (including equipment)	\$2,000
Supervisor = 10 hours @ \$35/hr =	\$350
	SubTotal = \$3,265.00
	Contingency (10%) = \$330.00
	Grand Total = \$3,595.00

Timeline:

- a) Proposal/Solicitation for bids
 - a. The City will solicit proposals for design in May 2012
- b) Securing Contract

- a. The City will receive bids for the work in July 2012
- c) Ground-breaking
 - a. Ground-breaking will be held in at the end of July 2012.
- d) Any pertinent intermediate steps
 - a. NA
- e) Completion
 - a. Completion is anticipated by the end of August, 2012

30 x 20 Rain Garden (bio-retention cell) Sites

Project Narrative:

A rain garden will be built at the 3rd Street West trailhead of the Paul Ambrose Trail for Health (PATH) and another one will be built along the PATH at the Spring Hill cemetery.

The Paul Ambrose Trail for Health (PATH) is a growing, bicycle and pedestrian trail system for the City of Huntington. The namesake, Dr. Paul Ambrose, was a promising young physician who was killed at the Pentagon in the terrorist attacks on Sept. 11, 2001. Dr. Ambrose was dedicated to family health and preventative medicine to fight obesity and the trail system is a way for his efforts to continue to have an impact in Huntington.

The PATH is vital in Huntington's continued efforts towards the redevelopment and growth of the City, because it will help cut congestion, connect business and communities, and provide healthy recreational opportunities for residents. It is a very high profile project and residents are anxiously awaiting its construction. We currently have very few bicycle lanes and paths within the city. This will allow more people to safely exercise and we expect that it will attract people from all around the tri-state area. (www.paulambrosetrail.org)

The Spring Hill cemetery is widely used for walking and running and is the burial site for both Dr. Paul Ambrose and the victims of the famous plane crash which killed the Marshall University football team, coaches, staff and fans in 1970. It is the city's oldest and most publically visited cemetery. (www.ghprd.org)

Environmental and Public Health Benefits:

The rain garden at the PATH trailhead will benefit the PATH by diverting waters that would otherwise flood the trailhead and make it messy and dangerous to enter the PATH at that

junction. That specific trailhead will have a pervious parking lot and will be a place where visitors to the city can enter the PATH. We will have an educational kiosk which describes the rain garden's purpose as well as the purpose of choosing pervious surfaces for the parking lot and the trail itself. As well, we will offer pet waste bags and will educate pet owners about how leaving pet waste on the ground affects water quality.

Budget Detail:

Size of rain gardens three and four = 30 feet x 20 feet x 42" deep

Engineer consultation and design	\$2,000
Soil Excavation/Disposal = 110 cy ;	
3 man City Crew 1 day at \$1500 per day (including excavator and truck)	\$1,500
Engineered Soil Mix (Truck in) = 80 cy @ \$75 cy =	\$6,000
Outlet Structure =	\$1,500
Pipe =	\$200
Gravel = 18 tons @ \$20/ton =	\$360
Sand = 18 tons @ \$20/ton =	\$360
General Construction = 4 man City Crew 1.5 days at \$2000 per day (includes necessary heavy equipment) =	\$3,000
Mulch = 15 cy @ \$20/cy =	\$300
Trees = 4 @ \$300 =	\$1,200
Shrubs = 35 @ \$30 =	\$1,050
Ground Cover = 300 @ \$2 =	\$600
Installation of mulch and landscaping 4 man crew 2 days @ \$2000 =	\$4,000
Supervisor = 40 hours @ \$25/hr =	\$1,000
	SubTotal = \$23,070
	Contingency (10%) = \$2,300

Grand Total = \$25,370 x 2= \$50,740.00

Timeline:

Design

- a) Proposal/Solicitation for bids
 - a. The City will solicit proposals for design by April 2012, which will be included in the design package for the Paul Ambrose Trail for Health project
- b) Securing Contract
 - a. The City will award contract for the design by June 2012
- c) Ground-breaking
 - a. NA
- d) Any pertinent intermediate steps
 - a. NA
- e) Completion
 - a. Completion of the design and site evaluation for the first Rain Garden is anticipated by the end of August, 2012
 - b. Completion of the design and site evaluation for the second Rain Garden is anticipated by the end of April, 2013

Construction

- a) Proposal/Solicitation for bids
 - a. The City will solicit proposals for construction of the first Rain Garden by March 2013
 - b. The City will solicit proposals for construction of the second Rain Garden by July 2013
- b) Securing Contract
 - a. The City will award contract for the construction of the first Rain Garden by April 2013
 - b. The City will award contract for the construction of the second Rain Garden by August 2013
- c) Ground-breaking
 - a. A ground breaking for the first Rain Garden is anticipated at the beginning of May, 2013
 - b. A ground breaking for the second Rain Garden is anticipated at the beginning of September, 2013
- d) Any pertinent intermediate steps
 - a. NA
- e) Completion

- a. Completion of the construction for the first Rain Garden is anticipated by the end of May, 2013
- b. Completion of the design and site evaluation for the second Rain Garden is anticipated by the end of September, 2013

Qualifications:

West Virginia Conservation Agency, Guyan District - Mark Buchannan, Conservationist

West Virginia State University Extension Service - Scott Byers, Extension Program Leader

West Virginia University - John Marra, retired Extension Agent and local TV gardening expert

GAI Consultants, Charleston, WV - James Hemme, Engineer

Corps of Engineers - Ben Debort, retired Landscape Architect

Map Image:

Please see PDF images for a design map of the Paul Ambrose Trail for Health (PATH).

Description:

On the PATH design map, all proposed "concrete" areas will be pervious where possible

Tree Plantings -

Project Narrative:

Fifty trees appropriate for urban settings will be placed on 8th Street, a highly visible and widely traveled area. The area was clear-cut when the road was widened, this will replenish the urban forest in this area and as well, will help reduce runoff pollution in this area which has a history of flooding problems.

Environmental and Public Health Benefits:

Trees are a vital component of stormwater mitigation and good water quality, especially in highly developed urban settings. Tree canopies slow down stormwater by intercepting the water and allowing it to fall more slowly to the ground, allowing time for infiltration. As well, tree leaves on forest floors act as a sponge and hold water, again allowing for slower infiltration into the ground. The root systems also allow for better water penetration of compacted soils. Tree roots also provide streambank stability, reducing erosion, filter out sediments, remove nutrients, shade and cool the water, provide habitat for many different species, and provide the primary food source for aquatic insects that are a critical part of the aquatic food chain.

Evapotranspiration occurs when a tree draws water into its body and the water evaporates slowly from the tree surfaces, putting water back into the water cycle. The trees also serve to filter out pollutants in the water and soil through a process called phytoremediation.

Humans also benefit economically from trees in that they increase home values and increase aesthetic beauty in the landscape. Trees reduce carbon monoxide and increase oxygen levels. They also provide shade and reduce heat in urban settings.

Budget Detail:

<u>Species/Variety</u>	<u>Source</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Amelanchier	G & G Nursery	10	\$150.00	\$1,500.00
Crataegus Viridis "Winter King"	"	10	\$150.00	\$1,500.00
Prunus Cerasifera "Thundercloud" "	"	10	\$150.00	\$1,500.00
Pyrus Calleryana "Cleveland Select" "	"	10	\$150.00	\$1,500.00
Syringa Perinensis "Summer Charm"	"	10	\$150.00	\$1,500.00
Plus \$10.00 per tree for staking =				\$500.00
Plus soil, amendments and mulch =				\$200.00
			<u>Project Total:</u>	\$8,200.00

Timeline:

- a) Proposal/Solicitation for bids

- a. The City will solicit proposals for tree planting in April 2012
- b) Securing Contract
 - a. The City will enter into a contract for tree planting in April 2012
- c) Ground-breaking
 - a. Ground-breaking will be held in April 2012.
- d) Any pertinent intermediate steps
 - a. NA
- e) Completion
 - a. Completion is anticipated by the end of May, 2012

This quote was given to us by G & G nursery and includes a deep discount on each tree due to the company's dedication to the beautification of the city. The prices on the trees include labor.

Qualifications:

Janie Carpenter, of G&G Nursery is a professional horticulturist

Urban Forestry Advisory Committee will help with guidance on planting and placement, using tree planting guidelines as directed by the West Virginia Division of Forestry

City of Huntington Public Works for tree care and installation

Neighborhood volunteers will also be directed by the horticulturist

SEP Estimated Grand Total: \$84,427.00

Budget support:

Charles Holley, Executive Director City of Huntington Planning and Development

-provided estimate for pervious surface installation

James Hemme, Engineer, GAI Consultants

-provided estimates for rain garden installations

Rubbersidewalks, Inc.

-provided estimate for pervious pavers

Janie Carpenter, Horticulturist, G & G Nursery

-provided estimate for tree planting

CERTIFICATE OF SERVICE


I hereby certify that on this day, I caused to be filed with the Regional Hearing Clerk, EPA Region III, the original Consent Agreement and Final Order, Docket No. CWA-03-2011-0235. Copies of this document were sent to the following individuals in the manner described below:

Copy by Certified Mail
Return Receipt Requested:

Scott McClure, Esq.
City Attorney
City of Huntington
PO Box 1659
Huntington, WV 25717

The Honorable Susan L. Biro
U.S. Environmental Protection Agency
Office of Administrative Law Judges
Mailcode 1900L
1200 Pennsylvania Avenue NW
Washington, DC 20460

Date: 5/23/2012


Zachary Moor
Assistant Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029