

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7

09 SEP 30 PM 2:54

901 NORTH FIFTH STREET
KANSAS CITY, KANSAS 66101

ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

IN THE MATTER OF)

Leavenworth Water Department)
601 Cherokee Street)
Leavenworth, Kansas 66048)

Docket No. CAA-07-2009-0019

Respondent)

CONSENT AGREEMENT AND FINAL ORDER

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

FACTUAL ALLEGATIONS

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(d).

2. This CA/FO serves as notice that EPA has reason to believe that Respondent has violated the provisions governing Chemical Accident Prevention, and specifically the requirement to implement a risk management program as required by 40 C.F.R. Part 68 and Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and that Respondent is therefore in violation of those provisions. Furthermore, this CA/FO serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A), of EPA's intent to issue an order assessing penalties for this violation.

Parties

3. The Complainant, by delegation from the Administrator of the EPA, and the Regional Administrator, EPA, Region 7, is the Director of the Air and Waste Management Division, EPA, Region 7.

4. The Respondent is Leavenworth Water Department. The facility in question is the South Leavenworth Waterworks Plant ("LW2") located at 982 North Highway 5, Lansing, Kansas 66043. The facility is owned by Respondent and is used to treat the City of Leavenworth's drinking water supply.

Statutory and Regulatory Requirements

5. On November 15, 1990, the President signed into law the Clean Air Act Amendments of 1990. The Amendments added Section 112(r) to the CAA, 42 U.S.C. § 7412(r), which requires the Administrator of EPA to, among other things, promulgate regulations in order to prevent accidental releases of certain regulated substances. Section 112(r)(3), 42 U.S.C. § 7412(r)(3) mandates that the Administrator promulgate a list of regulated substances, along with threshold quantities, and define the stationary sources that will be subject to the accident prevention regulations mandated by Section 112(r)(7). Specifically, Section 112(r)(7) requires the Administrator to promulgate regulations that address release prevention, detection, and correction requirements for these listed regulated substances, 42 U.S.C. § 7412(r)(7).

6. On June 20, 1996, EPA promulgated a final rule known as the risk management program, 40 C.F.R. Part 68, which implements CAA Section 112(r)(7), 42 U.S.C. § 7412(r)(7). These regulations require owners and operators of stationary sources to develop and implement a risk management program that includes a hazard assessment, a prevention program, and an emergency response program.

7. The regulations at 40 C.F.R. Part 68 set forth the requirements of a risk management program that must be established at each stationary source. Each source's risk management program must be described in a risk management plan ("RMP") and submitted to EPA.

8. Pursuant to Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), and 40 C.F.R. § 68.150, the RMP must be submitted by an owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process no later than the latter of June 21, 1999, or the date on which a regulated substance is first present above the threshold quantity in a process.

9. Section 113(b)(2) of the CAA, 42 U.S.C. § 7413(b)(2), authorizes the United States to commence an action to assess civil penalties of not more than \$25,000 per day for each violation of Section 112(r) of the CAA that occurs before January 30, 1997. Section 113(b)(2) of the CAA, 42 U.S.C. § 7413(b)(2), as amended by the Debt Collection Improvement Act of 1996,

authorizes the United States to commence an action to assess civil penalties of not more than \$27,500 per day for each violation that occurs after January 30, 1997, through March 15, 2004; and \$32,500 per day for each violation that occurs after March 15, 2004.

Definitions

10. The regulations at 40 C.F.R. § 68.3 define “stationary source,” in part, as any buildings, structures, equipment, installations, or substance-emitting stationary activities that belong to the same industrial group, are located on one or more contiguous properties, are under the control of the same person (or persons under common control) and from which an accidental release may occur.

11. The regulations at 40 C.F.R. § 68.3 define “threshold quantity” as the quantity specified for regulated substances pursuant to Section 112(r)(5) of the CAA, as amended, listed in 40 C.F.R. § 68.130, Table 1, and determined to be present at a stationary source as specified in 40 C.F.R. § 68.115.

12. The regulations at 40 C.F.R. § 68.3 define “regulated substance” as any substance listed pursuant to Section 112(r)(3) of the CAA, as amended, in 40 C.F.R. § 68.130.

13. The regulations at 40 C.F.R. § 68.3 define “process” as any activity involving a regulated substance, including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of these activities. For the purposes of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

Alleged Violations

14. EPA alleges that Respondent has violated the CAA and federal regulations promulgated pursuant to the CAA as follows:

15. Respondent is a “person” as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

16. Respondent’s facility, located at 982 North Highway 5, Lansing, Kansas, is a “stationary source” pursuant to 40 C.F.R. § 68.3.

17. On or about April 15, 2008, EPA conducted an inspection of Respondent’s facility to determine compliance with Section 112(r) of the CAA and with 40 C.F.R. Part 68.

18. Chlorine is a regulated substance pursuant to 40 C.F.R. § 68.3. The threshold quantity for chlorine, as listed in 40 C.F.R. § 68.130, Table 1, is 2,500 pounds.

19. Records collected during the inspection show that Respondent has exceeded the threshold quantity for chlorine. At the time of the inspection, LW2 had three one-ton chlorine containers and one empty one-ton chlorine container. Records show that the maximum quantity of chlorine at LW2 is 8,000 pounds.

20. Respondent is subject to the requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68, Subpart G, because it is an owner and operator of a stationary source that had more than a threshold quantity of a regulated substance in a process.

21. As a "Program 2" level facility under 40 C.F.R. § 68.10(c), Respondent was required to develop and implement a risk management program pursuant to Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68. The risk management program must include a hazard assessment, a prevention program, and an emergency response program.

22. Records collected during the EPA inspection showed that Respondent failed to implement a risk management program that included all the elements of a prevention program required by 40 C.F.R. Part 68. Specifically, Respondent failed to:

- (i) develop and submit a RMP as required by 40 C.F.R. §§ 68.12(a) and 68.150(a);
- (ii) comply with the Hazard Assessment requirements of Subpart B of the Chemical Accident Prevention provisions at Part 68, including worst-case scenario and offsite consequence analyses;
- (iii) comply with the Program 2 prevention requirements at Subpart C of 40 C.F.R. Part 68, specifically the regulations requiring the following:
 - (a) compilation and maintenance of safety information as required by 40 C.F.R. § 68.48;
 - (b) performance of a hazard review as required by 40 C.F.R. § 68.50;
 - (c) preparation and implementation of a maintenance program, including employee training and equipment inspections, as required by 40 C.F.R. § 68.56;
 - (d) completion of a compliance audit as required by 40 C.F.R. § 68.58; and
 - (e) incident investigation as required by 40 C.F.R. § 68.60; and
- (iv) develop and implement an emergency response program as required by Subpart E of 40 C.F.R. Part 68.

23. Respondent's failure to comply with 40 C.F.R. Part 68, as set forth above, is a violation of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

CONSENT AGREEMENT

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

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

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

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

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

29. This CA/FO addresses all civil and administrative claims for the CAA violations identified above, existing through the effective date of this CA/FO. Complainant reserves the right to take any enforcement action with respect to any other violations of the CAA or other applicable law.

30. Respondent certifies by the signing of this CA/FO that to the best of its knowledge, Respondent's facility is presently in compliance with all requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and all regulations promulgated thereunder.

31. The effect of settlement described in paragraph 29 is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 30 of this CA/FO.

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

33. Pursuant to § 113(e) of the CAA, the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP") and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00).

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

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

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

37. Respondent shall complete the SEP as follows: purchase and install a surveillance system in order to enhance security and safety at the treatment plant, particularly in regard to the storage and application of chlorine gas in the production of drinking water. The SEP is more specifically described in the Scope of Work, attached as Exhibit A and incorporated herein by reference. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

38. The total expenditure for the SEP is estimated to be \$26,656.00 and the SEP shall be completed no later than sixty (60) days after the effective date of this CA/FO, in accordance with the specifications set forth in the Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

39. Respondent certifies that it is not required to develop or perform the SEP by any federal, state, or local law or regulation; nor is Respondent required to develop or perform the SEP by agreement, grant, or as injunctive relief in this or any other case, or to comply with federal, state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

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

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

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

The report shall be submitted via first class mail to:

Jodi Harper
AWMD/CRIB
United States Environmental Protection Agency - Region 7
901 N. Fifth Street
Kansas City, Kansas 66101.

42. 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.

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

- (i) identify any deficiencies in the SEP Completion Report itself, and alert Respondent that any such deficiencies must be corrected within an additional thirty (30) days; or
- (ii) indicate that EPA concludes that the project has been completed satisfactorily; or
- (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 45.

If EPA elects to exercise option (i) above, i.e., if the SEP report is determined to be deficient, but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days from the 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 on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CA/FO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 45.

44. Respondent agrees that failure to submit the SEP Completion Report required by paragraph 41 shall be deemed a violation of this CA/FO and Respondent shall become liable for

stipulated penalties pursuant to paragraph 45.

45. Stipulated Penalties

- (i) In the event that Respondent fails to comply with any of the terms or provisions of this CA/FO relating to the performance of the SEP described in paragraph 37, and/or to the extent that actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 38, Respondent shall be liable for stipulated penalties according to the following provisions:
 - (a) Except as provided in subparagraph (b) immediately below, for a SEP which has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to the United States in the amount of Fourteen Thousand, Two Hundred and Fifty Dollars (\$14,250.00).
 - (b) If the SEP is not completed in accordance with paragraph 37, but the Complainant determines that the Respondent: (1) made good faith and timely efforts to complete the project and (2) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
 - (c) If the SEP is completed in accordance with paragraph 37, 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 Two Thousand, Four Hundred and Ninety-Five Dollars (\$2,495.00).
 - (d) If the SEP is completed in accordance with paragraph 37, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
 - (e) For failure to submit the SEP Completion Report required by paragraph 41, Respondent shall pay a stipulated penalty in the amount of Fifty Dollars (\$50.00) for each day after the due date of the Completion Report stated in paragraph 41, until the report is submitted. This penalty will begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- (ii) EPA shall have sole discretion to determine whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP.
- (iii) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 1 below. Interest and late charges shall be paid as stated in paragraph 47.

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

47. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and charge to cover the costs of processing and handling delinquent claims. Interest will begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States tax and loan rate in accordance with 31 C.F.R. § 901.9(b). A charge will be assessed to cover the debt collection, including processing, handling and administrative costs. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty becomes due and is not paid pursuant to 31 C.F.R. §§ 901.9(c) and (d).

48. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency."

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

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

FINAL ORDER

Pursuant to the provisions of the CAA, 42 U.S.C. § 7401 *et. seq.*, and based upon the information set forth in this Consent Agreement, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a civil penalty of Four Thousand Seven Hundred and Fifty dollars (\$4,750.00) within thirty (30) days of entry of this Final Order. Payment shall be by

cashier's or certified check made payable to the "United States Treasury" and shall be remitted to:

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

This payment shall reference docket number CAA-07-2009-0019.

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

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

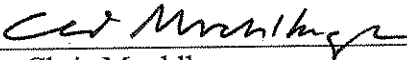
and to:

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

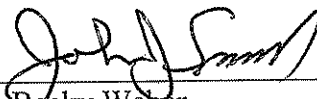
3. Respondent shall complete the SEP in accordance with the provisions set forth in the Consent Agreement and shall be liable for any stipulated penalty for failure to complete such a project as specified in the Consent Agreement.

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

COMPLAINANT:
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY


By 
Chris Muehlberger
Assistant Regional Counsel

Date 9.30.09

By 
Becky Weber
Director
Air and Waste Management Division

Date 9/30/09

RESPONDENT:
LEAVENWORTH WATER DEPARTMENT

By 
Title General Manager

Date August 20, 2009

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

Karina Borromeo
Karina Borromeo
Regional Judicial Officer

Date Sept. 30, 2009

EXHIBIT A

SUPPLEMENTAL ENVIRONMENTAL PROJECT – SCOPE OF WORK

In satisfaction of its obligations under this Consent Agreement and Final Order (“CA/FO”), the LEAVENWORTH WATER DEPARTMENT, LEAVENWORTH, KS shall complete the Supplemental Environmental Project (“SEP”), as described below to secure significant environment and public health protection and improvements. This SEP is an environmentally beneficial project that the LEAVENWORTH WATER DEPARTMENT agrees to undertake in settlement of an enforcement action commenced by the U.S. Environmental Protection Agency, Region 7 (“EPA”), but one which the LEAVENWORTH WATER DEPARTMENT is not otherwise legally required to perform.

- 1) The SEP described herein is designed to provide the LEAVENWORTH WATER DEPARTMENT with an enhanced level of security and plant safety, specifically in regard to the safe storage and application of chlorine gas in the production of drinking water for public distribution and use.

Equipment Proposed for the South Water Plant security video surveillance system (Contractor estimate dated 5/6/2009 is attached):

One (1) - H264 HYBRID Pentaplex Digital Video Recorder with Network/DDNS Video Server
Four (4) - AutoDome® 500i Series Intelligent PTZ Outdoor Camera System - Wall Mount
Two (2) - General purpose, outdoor, high performance, color, Day/Night Camera
One (1) - Multicamera Power Supply (16 Camera)
One (1) - CCTV RG59-18AWG/2 – 22AWG/2 (Siamese Cable)
Seventy (70) feet of ¾” PVC conduit
Twenty-five (25) ¾” LBE
Eighty (80) ¾” Couplers
Thirty (30) ¾” hole straps
Miscellaneous Hardware, Cables, and Connectors
Seventy-five (75) hours of labor for installation of this surveillance system.

- 2) The LEAVENWORTH WATER DEPARTMENT agrees to implement this SEP for an estimated cost of \$26,656. This cost includes the installation of the proposed treatment plant surveillance system. This SEP fits into the “Other Types of Projects” category in that it has environmental merit by enhancing the security and safe storage and application of chlorine gas located at the South Water Plant. The EPA agrees that the LEAVENWORTH WATER DEPARTMENT will have fulfilled its obligations under this CA/FO related to the SEP, if the SEP is completed, as described herein, and if the actual costs incurred

by the LEAVENWORTH WATER DEPARTMENT (including equipment and installation costs) are at least \$14,250 (75% of the South Plant penalty fine), based upon the cost documentation in the SEP Final Report required in paragraph 4 below.

- 3) The LEAVENWORTH WATER DEPARTMENT shall order the equipment described in this Appendix within 30 calendar days of the effective date of this CA/FO. The vendor (Summit Solutions, Inc.) has agreed to deliver and install the equipment within 60 calendar days of order placement from LEAVENWORTH WATER DEPARTMENT. The LEAVENWORTH WATER DEPARTMENT will complete the SEP within 90 calendar days of the effective date of the CA/FO.
- 4) Within 30 days from the completion of the implementation of the SEP described in this Exhibit A, the LEAVENWORTH WATER DEPARTMENT will submit to EPA a Final SEP Report. This Final SEP Report shall provide a detailed description of the SEP as implemented, including dates of completion of the SEP. The report shall also document all approved costs incurred in the purchase, installation, and operation of the SEP.

Estimate Date: 5/6/2009, Estimate #09E-0151
To: Leavenworth Water Department
Attn: John Kaufman
601 Cherokee, Leavenworth, KS 66048
From: Summit Solutions, Inc.
4501 Commercial Place, Leavenworth, KS 66048
Terms: NET 30, Rep: MWO, Project #09E-0149
Phone # 913-727-3366, Fax # 913-727-2761
Web Site: <http://www.smtsol.com>
E-mail: sales@smtsol.com

Description of Proposed Work:

H.264 HYBRID Pentaplex Digital Video Recorder with Network/DDNS Video Server,
Qty = 1, Unit Cost = \$2,171.25, Total Cost = \$2,171.25

AutoDome® 500i Series Intelligent PTZ Outdoor Camera System Wall Mount,
Qty = 4, Unit Cost = \$3,125.00, Total Cost = \$12,500.00

General purpose, outdoor, high performance, Color, Day/Night Camera,
Qty = 2, Unit Cost = \$1,125.00, Total Cost = \$2,250.00

Multicamera Power Supply (16 Camera),
Qty = 1, Unit Cost = \$181.25, Total Cost = \$181.25

CCTV RG59-18AWG/2 - 22AWG/2 (Siamese Cable),
Qty = 1, Unit Cost = \$475.00, Total Cost = \$475.00

3/4" PVC conduit, Qty = 70 ft, Unit Cost = \$1.40, Total Cost = \$98.00

3/4" LBE, Qty = 25, Unit Cost = \$3.7124, Total Cost = \$92.81

3/4" Couplers, Qty = 80, Unit Cost = \$0.375, Total Cost = \$30.00

3/4" 1 hole Straps, Qty = 30, Unit Cost = \$0.975, Total Cost = \$29.25

Misc Hardware, Cables and Connectors,
Qty = 1, Unit Cost = \$3,953.05, Total Cost = \$3,953.05

Labor for Installation,
Qty = 75 hours, Unit Cost = \$65.00, Total Cost = \$4,875.00

Total Estimated Cost for South Plant = \$26,655.61

IN THE MATTER OF Leavenworth Water Department, Respondent
Docket No. CAA-07-2009-0019

CERTIFICATE OF SERVICE

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


Copy hand delivered to
Attorney for Complainant:

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

Copy by Certified Mail Return Receipt to:

Mr. John Kaufman
Leavenworth Water Department
601 Cherokee Street
Leavenworth, Kansas 66048

Dated: 9/30/09


Kathy Robinson
Hearing Clerk, Region 7