

2017 DEC 15 PM 1:23
FILED
EPA REGION VIII
HEARING CLERK

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

IN THE MATTER OF:) Docket No. **CWA-08-2018-0002**
)
Crestwood Equity Partners, L.P.,) **COMBINED COMPLAINT AND**
811 Main Street, Suite 3400) **CONSENT AGREEMENT**
Houston, Texas 77002,)
)
Respondent)

The United States Environmental Protection Agency, Region 8 (EPA), and Crestwood Equity Partners, L.P. (Crestwood), by their undersigned representatives, hereby consent and agree as follows:

I. AUTHORITY

1. This proceeding is subject to EPA's "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits," 40 C.F.R. part 22. This Combined Complaint and Consent Agreement (CCCA) is entered into by the parties for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and is executed pursuant to 40 C.F.R. § 22.18(b)(2) and (3).
2. EPA has jurisdiction over this matter pursuant to sections 309(g)(1)(A) of the Clean Water Act (CWA), 33 U.S.C. § 1319(g)(1)(A).

II. PARTIES BOUND

3. This CCCA, upon incorporation into a final order, applies to and is binding upon EPA and upon Crestwood and its affiliates Arrow Pipeline, LLC; Arrow Water, LLC; and Arrow Midstream Holdings, LLC; and the officers, employees, agents, successors and assigns of Crestwood and its affiliates. Each signatory to this CCCA certifies that they are authorized to execute, and legally bind the party they represent to this CCCA.

III STATEMENT OF THE PARTIES

4. Crestwood admits the jurisdictional allegations contained herein and neither admits nor denies EPA's specific factual allegations.
5. Crestwood waives any and all remedies, claims for relief, or otherwise available rights to judicial or administrative review, which Crestwood may have with respect to any issue of fact or law set forth in this CCCA, including any right of judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701-706.
6. EPA asserts that settlement of this matter is in the public interest, and EPA and Crestwood agree that entry of this CCCA and its incorporation into a Final Order without further litigation

and without adjudication of any issue of fact or law will avoid prolonged and complicated litigation between the parties.

7. This CCCA, upon incorporation into a Final Order and full satisfaction by the parties, shall be a complete and full resolution of Crestwood's liability for federal civil penalties for the violations alleged below.

8. On April 24, 2017, the parties voluntarily entered into an Administrative Order on Consent pursuant to section 309(a) of the CWA, 33 U.S.C. 1319(a), to carry out the goals of the CWA to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters," by requiring Crestwood to address the past discharge, and the threat of present and future discharges, of produced water to Lake Sakakawea and a tributary thereof arising from Crestwood's July 2014, Phase IA Pipeline (Pipeline) produced water release.

IV. GENERAL ALLEGATIONS

9. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant by any person into a water of the United States unless authorized by certain other provisions of the CWA, including section 402 of the CWA, 33 U.S.C. § 1342.

10. Section 402 of the CWA, 33 U.S.C. § 1342, establishes a National Pollutant Discharge Elimination System (NPDES) program, under which EPA, and states with authorization from EPA, may permit discharges of pollutants into navigable waters, subject to specific terms and conditions.

11. The Pipeline is not authorized to discharge pursuant to a NPDES permit issued under the authority of section 402 of the Act, 33 U.S.C. § 1342.

V. EPA'S SPECIFIC FACT ALLEGATIONS

12. Crestwood maintains its principal place of business at 811 Main Street, Suite 3400, Houston, Texas 77002. Crestwood directly owns and controls Arrow Midstream Holdings, LLC (Arrow Holdings), which owns and controls Arrow Pipeline, LLC (Arrow Pipeline), which owns the Pipeline. Arrow Pipeline and its immediate owner Arrow Holdings are affiliates of Crestwood's other subsidiaries.

13. Crestwood is a "person" as defined in section 502(5) of the CWA, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2; therefore, Crestwood is subject to the requirements of the CWA.

14. Crestwood acquired 100% of the membership interests of Arrow Holdings and became the owner of Arrow Pipeline and the Pipeline on November 8, 2013. The Pipeline, which begins at Latitude 47.789372 / Longitude -102.641881, and ends at Latitude 47.778920 / Longitude -102.649041, runs on and/or through the exterior boundaries of the Fort Berthold Indian Reservation, North Dakota (Reservation) for the purpose of conveying produced water from oil and gas operations in the area to disposal wells.

15. The Pipeline is a “point source” within the meaning of section 502(14) of the CWA, 33 U.S.C. § 1362(14).

16. Produced water is waste water generated during the production of oil and natural gas, consisting of fossil seawater from the producing formation, and flowback water.

17. Produced water is both a “chemical waste” and “industrial waste,” and, therefore, a “pollutant” as defined by section 502(6) of the CWA 33 U.S.C. § 1362(6).

VI. DESCRIPTION OF ALLEGED VIOLATION

18. On the morning of July 8, 2014, Crestwood identified an unauthorized discharge from the Pipeline of approximately 1,095,528 gallons (26,084 barrels) of produced water near a pipe coupling in the SE¼ of the NE¼ of Section 24, Township 150 North, Range 94 West of the 5th Principal Meridian, approximately one mile south of the Lake Sakakawea’s Bear Den Bay and adjacent to Turnuey Ridge Road near Mandaree, North Dakota.

19. Crestwood believes that the incident began on July 3, 2014, and continued until discovered on July 8, 2014.

20. The majority of the discharge flowed southwest along the north side of Turnuey Ridge Road approximately 950 feet before pooling near the edge of a ravine. The discharge then flowed west down the ravine into a wooded draw. The discharge followed the ravine (elevation 2,215 feet) for approximately 1,250 feet before entering the unnamed creek (elevation 2,039 feet). Once in the unnamed creek, the discharge travelled north, approximately 5,300 feet, through eight intact beaver dams, and three un-intact beaver dams before reaching Bear Den Bay of Lake Sakakawea (Lake) (elevation 1,845 feet). Each of the eight intact beaver dams held ponding water at the time of the discharge. The discharge impacted both tribal trust and allotted lands in McKenzie County and waters of the U.S.

21. Crestwood estimates approximately 20,500 barrels (861,000 gallons) of the discharge did not reach the unnamed creek via overland flow. Approximately 1,510 barrels (63,410 gallons) were recovered and removed off-site by a vacuum truck prior to reaching the unnamed creek, and the rest of the 20,500 barrels infiltrated into the ground. Approximately 5,584 barrels (234,528 gallons) of produced water reached the unnamed creek via overland flow and flowed down the unnamed creek.

22. Crestwood estimates that approximately 250 barrels of produced water from the unauthorized discharge entered the Lake’s Bear Den Bay. The rest of the 5,584 barrels infiltrated into the unnamed creek channel sediments.

23. The “unnamed creek” impacted by the discharge is a tributary that flows into Bear Den Bay, which is part of the Lake, the third largest man-made reservoir in the U.S. The unnamed

creek is fed by seasonal precipitation, snow runoff and several springs located throughout the drainage.

24. The Lake and its tributaries including, but not limited to, the unnamed creek that flow into the Lake's Bear Den Bay are "navigable waters" within the meaning of section 502(7) of the CWA, 33 U.S.C. § 1362(7).

25. Section 502(12) of the CWA, 33 U.S.C. § 1362(12) defines "discharge of a pollutant" to include "any addition of any pollutant to navigable waters from any point source." Crestwood's produced water discharge constitutes a "discharge of a pollutant."

26. Crestwood's discharge constitutes a violation of section 301(a) of the CWA, 33 U.S.C. § 1311(a).

VII. CIVIL PENALTY

27. Pursuant to section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and after consideration of the facts of this case as they relate to the factors set forth in section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3), EPA has determined that a civil penalty of \$49,000.00 is appropriate to settle this matter.

28. Crestwood consents and agrees to pay a civil penalty in the amount of \$49,000.00 in the manner described below:

- a. Payment shall be in a single payment of \$49,000.00, and due no later than 30 calendar days from the date of the Final Order. If the due date for the payment falls on a weekend or federal holiday, then the due date is the next business day. The date the payment is made shall be the date the payment is processed by U.S. Bank, as described below. Payment must be received by 11:00 a.m. Eastern Standard Time to be considered received that day.
- b. The payment may be made by: (i) remitting a check; (ii) making a wire transfer; or (iii) making on-line payment. The payment shall designate the name and docket number of this case, be in the amount stated in the preceding paragraph, and be payable to "Treasurer, United States of America." The payment shall be remitted as follows:

If remitted by regular U.S. mail:

U.S. Environmental Protection Agency
P.O. Box 979077
St. Louis, Missouri 63197-9000

If remitted by any overnight commercial carrier:

U.S. Bank
Government Lockbox No. 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, Missouri 63101

Contact: Craig Steffen, 513-487-2091, steffen.craig@epa.gov

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: US Environmental Protection Agency

If remitted through the Automated Clearing House (ACH) for receiving US currency:

U.S. Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 -- checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737
Contacts: REX (Remittance Express): 866-234-5681

If remitted online with a debit card or credit card: No user name, password, or account number is necessary for this option. Online payment can be accessed via WWW.PAY.GOV, entering SFO 1.1 in the form search box on the left side of the screen, opening the form, and following the directions on the screen.

Copies of the check or record of payment shall be sent to:

Emilio Llamozas
U.S. Environmental Protection Agency (8ENF-W-NP)
1595 Wynkoop Street
Denver, Colorado 80202-1129

and

Melissa Haniewicz
Regional Hearing Clerk
U.S. Environmental Protection Agency (8RC)
1595 Wynkoop Street
Denver, Colorado 80202-1129

A transmittal letter identifying the case title and docket number must accompany the remittance and copies of the check.

29. If the payment is not received by the specified due date, interest accrues from the date of the Final Order, not the due date, at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, and will continue to accrue until payment in full is received (e.g., on the 1st late day, 30 days of interest will have accrued).

30. A handling charge of \$15 shall be assessed on the 31st calendar day from the date of the Final Order, and for each subsequent 30 calendar day period that the debt, or any portion thereof, remains unpaid. In addition, a 6% per annum penalty shall be assessed on any unpaid principal amount if payment is not received within 30 calendar days of the due date. Payments are first applied to outstanding handling charges, second to penalty assessments, third to accrued interest, and fourth to the outstanding principal amount.

31. Crestwood agrees that the penalty shall never be claimed as a federal or other tax deduction or credit.

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

32. To resolve, in part, Crestwood's produced water discharge, Crestwood shall provide and deliver emergency response equipment to the Three Affiliated Tribes (Tribes) as a Supplemental Environmental Project (SEP). The scope of the SEP solely encompasses Crestwood's acquisition, and donation of emergency response equipment to the Tribes. The SEP is designed to reduce the adverse impacts and overall risk to the environment, including Lake Sakakawea and its tributaries, resulting from spills originating from oil and gas development within the Reservation and the State of North Dakota. Crestwood will purchase and provide the Tribes with critical response, sampling, and remediation equipment. The SEP will enable the Tribes to respond in a prepared and timely manner to future spills. Crestwood agrees to spend a minimum of

\$173,088.00 in acquiring the emergency response equipment, and providing the same to the Tribes. A specific list of the emergency response equipment to be acquired by Crestwood and supplied to the Tribes is attached hereto as Exhibit A.

33. Crestwood has selected the Tribes and their governmental agencies as the beneficiaries of the community-based SEP.

34. The SEP will be completed within 90 business days from the date the final order is filed approving this CCCA.

35. Crestwood's total expenditure for the SEP shall be no less than \$173,088.00.

36. All work required to complete the SEP shall be performed in compliance with all applicable law and regulations.

37. Crestwood certifies that, as of the date of this CCCA:

- a. All cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate, and that Crestwood, in good faith, estimates that the cost to implement the SEP shall be approximately \$173,088.00.
- b. Crestwood is not required to perform or develop the SEP by any federal, state, tribal or local law or regulation, and is not required to perform or develop the SEP by any agreement, grant, or injunctive relief awarded in any other action in any other forum;
- c. The SEP is not a project that Crestwood was planning or intending to perform or implement, other than in the settlement of the claims resolved in this CCCA;
- d. Crestwood has not received and will not receive credit for the SEP in any other enforcement action;
- e. Crestwood will not receive any reimbursement for any portion of the SEP from any other person or entity;
- f. For federal income tax purposes, Crestwood agrees that it will neither capitalize into inventory nor deduct any costs or expenditures incurred in performing the SEP;
- g. Crestwood is not a party to any federal financial assistance transaction that is funding or could fund the SEP; and
- h. On November 8, 2017, Crestwood specifically requested confirmation from the Tribes, as the SEP recipient, that they are not parties to any open federal financial

assistance transaction that is funding or could fund the same activity as the SEP, and the Tribes confirmed that they are not such a party.

38. EPA has examined certain federal records to determine that the SEP recipient, the Tribes, is not a party to any open deferral financial assistance transaction that is funding or could fund the same activity as the SEP, and EPA informed Crestwood of EPA's inquiry and conclusion.

39. Any public statement, oral or written, in print, film, or any other media, made by Crestwood referring to the SEP under this CCCA 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 to enforce federal laws."

40. Within 30 calendar days after completion of the SEP described in paragraph 32, Crestwood shall submit a SEP Completion Report to Emilio Llamozas at the EPA at the address provided in paragraph 28. The SEP Completion Report shall contain the following information:

- a. a description of the SEP as implemented pursuant to the provisions of this CCCA;
- b. a description of any problems encountered in completing the SEP, and the solutions implemented by Crestwood thereto;
- c. an itemized list of all eligible SEP actual expenditures;
- d. signed certification required by paragraph 44 that the SEP has been fully implemented pursuant to the provisions of this CCCA; and
- e. a description of the environmental and public health benefits resulting from implementation of the SEP.

41. EPA may, in its sole discretion and in order to evaluate Crestwood's completion of the SEP, require additional information clarifying Crestwood's completion of the SEP as outlined in paragraph 32 hereto.

42. After receiving the SEP Completion Report, an EPA representative will notify Crestwood, in writing: (i) regarding any deficiencies in the SEP Completion Report itself, along with an extension of an additional 30 calendar days for Crestwood to correct any deficiencies in the Completion Report; (ii) indicate EPA's conclusion that the SEP has been completed satisfactorily, or (iii) determine that the SEP has not been completed satisfactorily.

43. If EPA elects to exercise option (i) in paragraph 42 (i.e., the SEP Completion Report is determined to be deficient but EPA has not made a final determination about the adequacy of the SEP completion), EPA shall permit Crestwood the opportunity to object in writing to the notification of deficiency from EPA within 15 business days of Crestwood's receipt of EPA's deficiency notification. EPA and Crestwood shall have an additional 30 calendar days from

EPA's receipt of Crestwood's objection notification to reach an agreement on changes necessary to the SEP Completion Report. In the event EPA and Crestwood cannot reach agreement on any issue within the 30 calendar-day period, EPA shall provide a written statement of its decision on the adequacy of the SEP to Crestwood.

44. Each submission required under this Section shall include the following certification, to be signed by an officer of Crestwood:

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.

45. In the event Crestwood fails to comply with any terms or provisions of this CCCA relating to the performance of the SEP and/or the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in this CCCA, Crestwood shall be liable for stipulated penalties according to the provisions set forth below:

- a. Except as provided in subparagraphs b. and c. below, if the SEP is not completed satisfactorily and timely pursuant to the requirements set forth in this CCCA, Crestwood shall be liable for and shall pay a stipulated penalty to the United States in the lump-sum amount of \$138,500.00, minus any amounts Crestwood:
 - (i) actually spent on implementing the SEP (which Crestwood can demonstrate to EPA utilizing an itemized list of all eligible SEP actual expenditures), and
 - (ii) remitted to EPA in accordance with paragraph 28 herein.
- b. EPA shall determine whether the SEP was satisfactorily completed and whether Crestwood made a good faith, timely effort to implement the SEP.
- c. If Crestwood fails to timely and completely submit the SEP Completion Report required by this CCCA, Crestwood shall be liable for and shall pay a stipulated penalty in the amount of \$100.00 for each day the Completion Report is not submitted to EPA after the initial Completion Report due date.
- d. Crestwood shall pay any stipulated penalties not more than 15 business days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions set forth in Section VII above.
- e. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CCCA.

46. Crestwood shall maintain legible copies of documentation for the SEP Completion Report, and for any other information submitted to EPA relating to this SEP for five years and shall provide EPA with copies of such documentation within 15 business days of any request from EPA for this documentation

IX. PUBLIC NOTICE

47. As required by section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), and 40 C.F.R. § 22.45, EPA will provide public notice and a reasonable opportunity to comment on the penalty that Crestwood has agreed to pay in this matter. EPA may modify or withdraw its consent to this CCCA if comments received disclose facts or considerations indicating this CCCA is inappropriate, improper, or inadequate.

48. If comments received during the public comment period do not require modification or withdrawal by EPA from this CCCA, the parties agree to submit this CCCA to the Regional Judicial Officer for Region 8 following the close of the public comment period specified in 40 C.F.R. § 22.45, with a request that it be incorporated into a final order.

X. GENERAL PROVISIONS

49. Nothing in this CCCA shall relieve Crestwood of the duty to comply with the CWA and any regulation, order, or permit issued pursuant to the CWA.

50. Any failure by Crestwood to comply with this CCCA shall constitute a breach of this CCCA, and may result in referral of the matter to the United States Department of Justice for enforcement of this CCCA and such other relief as may be appropriate.

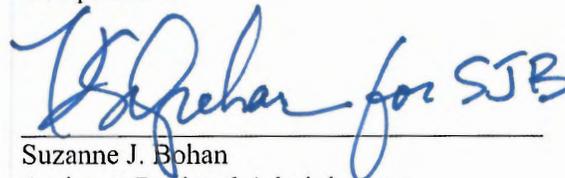
51. Nothing in this CCCA shall be construed as a waiver by EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of any failure by Crestwood to comply with this CCCA.

52. Each party shall bear its own costs and attorney's fees in connection with this matter.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8**
Complainant.

Date: _____

12/13/2017



Suzanne J. Bohan
Assistant Regional Administrator
Office of Enforcement, Compliance
and Environmental Justice

CRESTWOOD EQUITY PARTNERS, L.P.,
Respondent.

Date: _____

12/12/17

Farah Lowe

Farah Lowe
Senior Vice President, ESR, Land, & Outreach
Crestwood Equity Partners, L.P.

Exhibit A

SEP Response Trailer Equipment List

Vendor Cost	See below for Breakdown
Grainger	\$2226.75
Hanna Instruments	\$2,978.88
Forestry Suppliers Inc	\$3,581.10
AAA Safety	\$2,646.00
Total Trailer Supplies	\$11,432.73

Trailer Supplies		Cost: \$11,432.73
Side by Sides (w cab and Heat)	Honda West	Cost: \$36,865.00
Truck (F350 XLT_Diesel)	Edie Ford	Cost: \$53,000.00
Response Trailer	MO Great Dane	Cost: \$71,791.00 Delivered
		Total: \$173,088.73

Grainger			
Item	Qty	Price	Total
Incident Command Kit, 8 Vest	1	\$644	\$644
Gloss-finish Melamine Dry Erase Board, Well Mounted, 23"H x 34" W, White	2	\$65	\$130
Portable Windsock with Mounting Frame, 55"L x 13" Dia, Orange	1	\$272.25	\$272.25
32 Gallon Universal Spill Kit/Station Drum	2	\$478.00	956.00
			Total: \$2226.75

Hanna Instruments			
Item	Qty	Price	Total
Combo ph/ Conductivity/TDS Tester (High Range)	8	\$150	\$1200
pH 4.01 Calibration Buffer Sachets (25 x 20 mL)	8	\$26	\$208

pH 7.01 Calibration Buffer Sachets (25 x 20 mL)	8	\$26	\$208
General Purpose Cleaning Solution (500 mL)	8	\$14	\$112
EC (High Range) Tester with Cable Probe	8	\$44	\$528
5000 pS cm Conductivity Standard (25 x 20mL)	12	\$26	\$208
pH 10.01 Calibration Buffer Sachets (25 x 20 mL)	8	\$26	\$208
Electrode Storage Solution (500 mL)	8	\$14	\$112
			Total: \$2978.88

Forestry Suppliers			
Item	Qty	Price	Total
Traffic Cone, 18" w/4 " Reflector	8	\$16.35	\$130.80
Energizer AA cell Alkaline Batteries, Pack of 4	25	\$2.95	\$73.75
Pelican 3315PL LED Photoluminescent Flashlight	6	\$32.85	\$197.10
Motorola Talkabout Two- Way Radios Model T600 H2O, Pack of 2	3	\$99.00	\$297.00
Elvex Volt Full Brim 4-Point Ratchet Suspension Hard Hat, White	14	\$1.95	\$27.30
Forestry Suppliers Unitezed First Aid, CPR and Bloodborne Pathogens Kit, 36-Unit	1	\$72.20	\$72.20
Rite in the Rain All-Weather Standard Clicker Pen, No. 37, Black Ink	10	\$9.95	\$99.50

No. 371FX – Universal, Rite in the Rain Notebook, Pack of 3	3	\$14.25	\$42.75
EPA Sample Pre – Cleaned Widemouth Bottles 30.5 oz./950 ml tall, Case of 12	4	\$53.90	\$215.60
Ambidex Disposable 4 mil Nitre Gloves, Extra Large, Powder Free	2	\$10.40	\$20.80
Ambidex Disposable 4 mil Nitre Gloves, Small, Powder Free	2	\$10.40	\$20.80
Ambidex Disposable 4 mil Nitre Gloves, Medium, Powder Free	2	\$10.40	\$20.80
Ambidex Disposable 4 mil Nitre Gloves, Large, Powder Free	2	\$10.40	\$20.80
AMS Basic Soil Sampling Kit	1	\$1435.50	\$1435.50
Nasco Swing Sampler	1	\$129.95	\$158.00
EPA Sample Pre-Cleaned Widemouth Bottles 8 oz./250 ml squat, Case of 12	4	\$39.50	\$158.00
			Total: \$3581.10

Triple AAA Safety/Training Inc.			
Item	Qty	Price Per Unit	Total
Multi Rae Light	1	\$2200.00	\$2200.00
Bottle of 4 Gas Calibration Gas	1	\$225.00	\$225.00
Regulator	1	\$95.00	\$95.0
			Total: \$2646.00

4 X 4's

Unit	Cost Per Unit	2 Units
2017 Honda SXS700M4 PIONEER W/Cab	\$18,432.50	\$36,865.00

HONDA WEST
DICKINSON ND 58602
701-225-2803

QUOTE FOR CRESTWOOD attn JOSHUA SWANN

2017 HONDA SXS700M4 PIONEER	11750.00 EACH
TAX 5%	587.50
LIC / TITLE	35.00
DOC/SETUP FEE	60.00
CAB/HEAT	6000.00
TOTAL PER VEHICLE	18432.50
2 UNITS WOULD BE	36865.00