



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

2014 JUN 24 AM 9:17

IN THE MATTER OF: )  
 )  
The GEO Group, Inc. )  
One Park Place, Suite 700 )  
Boca Raton, FL 33487 )  
 )  
Hudson Correctional Facility )  
 )  
Respondent. )  
\_\_\_\_\_ )

Docket No. CWA-08-2014-0025  
EPA REGION VIII  
**COMBINED COMPLAINT AND  
CONSENT AGREEMENT**  
FRK

The United States Environmental Protection Agency Region 8 (Complainant or EPA) and The GEO Group, Inc., (Respondent) hereby consent and agree as follows:

**AUTHORITY**

1. This proceeding is subject to the 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 (Consent Agreement) 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 executed pursuant to 40 C.F.R. § 22.18(b)(2) and (3).

2. Complainant has jurisdiction over this matter pursuant to section 309(g) of the Clean Water Act (Act), 33 U.S.C. § 1319(g), which authorizes the EPA Administrator to make findings and assess civil penalties for violations of sections 301, 302, 306, 307, 308, 318, and 405 of the Act, 33 U.S.C. §§ 1311, 1312, 1316, 1317, 1318, 1328, or 1345, or any permit condition or limitation implementing any such sections of the Act in a permit issued by the Administrator or by a state under section 402 of the Act.

## STATUTORY BACKGROUND

3. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants into waters of the United States by any person except in accordance with certain provisions, including section 402 of the Act, 33 U.S.C. § 1342.
4. Section 307(d) of the Act, 33 U.S.C. § 1317(d), prohibits the owner or operator of any indirect source from discharging pollutants or otherwise operating in violation of any applicable pretreatment standards or prohibition as set forth in section 307 of the Act, 33 U.S.C. § 1317, and the implementing regulations.
5. As required by section 307(b)(1) of the Act, 33 U.S.C. § 1317 (b)(1), the EPA established pretreatment standards for existing and new sources of pollution set forth in 40 C.F.R. Part 403. These requirements prohibit a user from introducing into a publicly owned treatment works (POTW) any pollutant(s) which causes pass through or interference. 40 C.F.R. § 403.5(a)(1).
6. 40 C.F.R. § 403.3(q) defines “POTW” as a treatment works as defined by section 212 of the Act, which is owned by a state or municipality and includes, but is not limited to, the collection system and the wastewater treatment plant.
7. 40 C.F.R. § 403.3(k) defines “interference” as a discharge of pollutants which, alone or in conjunction with a discharge or discharges from other sources, causes both (1) an inhibition or disruption at the POTW (including any treatment processes or operations, or its sludge processes, use or disposal); and (2) therefore causes a violation of any requirement of the POTW’s National Pollutant Discharge Elimination System (NPDES) permit.
8. Section 402 of the Act, 33 U.S.C. § 1342, establishes a NPDES program under which the EPA or EPA-approved state may issue permits authorizing discharges into navigable waters,

subject to specific terms and conditions.

9. Colorado is a "NPDES State," because the EPA has approved Colorado's NPDES program pursuant to § 402(b) of the Act, 42 U.S.C. § 1342(b).

10. Colorado has not received EPA approval of its Pretreatment Program. Therefore, at all times relevant to this Consent Agreement, the EPA is the "Approval Authority" within the meaning of 40 C.F.R. § 403.3(c).

11. The Town of Hudson (Town) has not been required to develop an approved pretreatment program pursuant to 40 C.F.R. § 403.8(a). Therefore, at all times relevant to this Consent Agreement, the EPA is also the "Control Authority" within the meaning of 40 C.F.R. § 403.3(f).

#### **ALLEGATIONS**

12. The Respondent, a corporation, is a "person" within the meaning of section 502(5) of the Act, 33 U.S.C. § 1362(5).

13. The Respondent has leased and/or operated the Hudson Correctional Facility (Facility) in Hudson, Colorado, since August 12, 2010. The Facility is a correctional facility with an inmate capacity of 1,250.

14. The Respondent discharges sanitary and non-domestic pollutants from the Facility to the POTW.

15. Because the Respondent discharges non-domestic pollutants from the Facility to the POTW, the Respondent is a source of "indirect discharge" as defined at 40 C.F.R. § 403.3(i) to the Town's POTW and an "industrial user" or "user" as defined at 40 C.F.R. § 403.3(j).

16. The Town is authorized by the State of Colorado pursuant to NPDES Permit Number COG589104 (Permit) to discharge pollutants into a navigable water from the POTW treatment plant in accordance with section 402 of the Act, 33 U.S.C. § 1342.
17. The Facility's discharge contains oil and grease, pollutants within the meaning of section 502(6) of the Act, 33 U.S.C. § 1362(6).
18. The Facility's discharge of oil and grease resulted in inhibition of/disruption of the treatment processes at the POTW treatment plant. The Town incurred costs totaling \$65,008 for extraordinary direct expenses in managing the grease discharges as a result of the excess grease entering the POTW from the Respondent's Facility.
19. The Permit's total suspended solids (TSS) % removal requirement is greater than or equal to 85%. The Permit's daily TSS limit is 30 milligrams per liter (mg/L). The Permit's monthly average for ammonia (also referred to as nitrogen) is 3.7 mg/L for November; 5.1 mg/L for January; 4.7 mg/L for February; 3.2 mg/L for March; and 1.9 mg/L for April.
20. The Town exceeded its Permit limits for TSS % removal, TSS daily and ammonia (nitrogen) monthly average during the months of October 2010 and January through April 2011 as a result of interference at the POTW treatment plant caused by the oil and grease in the Facility's discharge.
21. The Respondent began implementing a "Grease Discharge Plan of Action" (Plan) in May 2011 that includes, but is not limited to, reconditioning the grease trap, installing a larger grease trap and installing additional equipment to help control oil and grease.
22. On or around May 1, 2011, the Facility was no longer the single user of and wastewater contributor to the POTW.

23. The Town had no Permit effluent violations for the month of May 2011.
24. The Respondent's excess discharge of oil and grease from the Facility causing interference at the POTW treatment plant during the months of October 2010 and January through April 2011 constitutes a violation of 40 C.F.R. § 403.5(a)(1) and section 307(b)(1) of the Act, 33 U.S.C. § 1317(b)(1).

### **TERMS OF SETTLEMENT**

25. The Respondent admits the jurisdictional allegations of the Consent Agreement and neither admits nor denies the specific factual allegations of the Consent Agreement.
26. The Respondent waives its rights to contest the allegations in the Consent Agreement and appeal the Final Order issued by the Regional Judicial Officer approving this Consent Agreement.
27. This Consent Agreement, upon incorporation into a Final Order, applies to and is binding upon the EPA and upon the Respondent and the Respondent's successors and assigns. Any change in the Respondent's ownership or operation of the Facility, including, but not limited to, any transfer of assets or real or personal property, shall not alter the Respondent's responsibilities under this Consent Agreement. This Consent Agreement contains all terms of the settlement agreed to by the parties.
28. Section 309(g)(2)(A) of the Act, 33 U.S.C. § 1319(g)(2)(A), authorizes the assessment of a Class I civil penalty of up to \$16,000 per violation of section 301 of the Act, 33 U.S.C. § 1311, up to a maximum of \$37,500 for violations occurring after January 12, 2009. These amounts have been adjusted for inflation by 40 C.F.R. part 19. For purposes of determining the amount of any civil penalty to be assessed, section 309(g)(3) of the Act, 33 U.S.C. § 1319(g)(3), requires the EPA to take into account the following factors: the nature, circumstances, extent and gravity of



the violation(s) and, with respect to the violator, ability to pay, any prior history of such violations, degree of culpability, economic benefit or savings gained from the violation, and such other factors that justice may require.

29. Based on the factors listed above in paragraph 28, the EPA proposes a civil penalty of Six Thousand Two Hundred Fifty Dollars (\$6,250) to settle this action.

#### **CIVIL PENALTY**

30. The Respondent consents and agrees to pay a civil administrative penalty in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250), in the manner described below:

- a. Payment shall be in a single payment of \$6,250, due no later than 30 calendar days from the date of the Final Order issued by the Regional Judicial Officer that adopts this Consent Agreement. If the due date falls on a weekend or federal holiday, then the due for the payment is the next business day. The date the payment is made is considered to be the date processed by U.S. Bank described below. Payment must be received by 11:00 AM Eastern Standard Time to be considered as received that day.
- b. The payment shall be made by remitting a cashier's or certified check, or making a wire or on-line payment. The check or other payment shall designate the name and docket number of this case, and be payable to "**Treasurer, United States of America.**" It shall be sent as follows:

**If by regular mail:** US EPA Fines and Penalties  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000

**If sent by any overnight commercial carrier:** U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101

**If sent by wire transfer:** Any wire transfer must be sent directly to the Federal Reserve Bank in New York City with the following information:  
ABA: 021030004  
Account Number: 68010727

**If made on-line:**

**WWW.PAY.GOV**

A copy of the check (or notification of wire transfer or on-line payment) shall be sent simultaneously to:

Stephanie Gieck  
U.S. EPA Region 8 (8ENF-W-NP)  
1595 Wynkoop Street  
Denver, CO 80202-1129

and

Tina Artemis, Regional Hearing Clerk  
U.S. EPA Region 8 (8RC)  
1595 Wynkoop Street  
Denver, CO 80202-1129

- c. 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 1<sup>st</sup> late day, 30 days of interest will have accrued).
- d. In addition, a handling charge of fifteen dollars (\$15) shall be assessed the 31<sup>st</sup> day from the date of the Final Order, and for each subsequent 30-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 days of the due date. Payments are first applied to outstanding handling charges, 6% penalty interest, and late interest. The remainder is then applied to the outstanding principal amount.
- e. The Respondent agrees that the penalty shall never be claimed as a federal or other tax deduction or credit.

#### **SUPPLEMENTAL ENVIRONMENTAL PROJECT**

31. For settlement purposes only, the Respondent shall undertake the performance of a Supplemental Environmental Project (SEP) as described below, which the parties agree is a pollution reduction project to reduce the Town's use of chemicals and discharges of TSS, biological oxygen demand (BOD) and E. coli.



32. The Respondent agrees as a SEP to provide a submersible sludge pump and hoses to the Town's POTW treatment plant at a minimum cost of \$18,822.55. The purchase of a submersible pump will allow the Town to pump smaller quantities of sludge more frequently. The Town currently rents a heavy diesel powered pump and has to hire a hauling company every three months to bring it out on a trailer each time it needs to pump sludge. By owning its own pump and hydraulic drive, the Town will run the POTW treatment plant at more consistent concentrations of biosolids, which will improve the quality of water discharged. By operating the POTW in this manner the Town can reduce discharges of TSS, BOD and E. coli. The Town will also reduce its use of chemicals. The GEO Group will provide the following equipment to the WWTP which is estimated to cost the following amounts:

Hydraulic Power Unit (1)	\$7,505.00
Rubber Suction Hose (8)	\$2,549.00
Hydraulic Trash Pump (1)	\$3,124.15
Freight	\$611.00
Gates Black-Gold Power Braid (275 ft)	\$3,258.75
Megacrimp Coupling (12)	\$291.96
1" ISO-FF nip 1" NPTF Nipple, 1" Steel (6)	\$570.00
1" ISO-FF CPLR, 1" NPTF, Coupler, 1" Steel (6) Discharge Hoses	\$912.00
	\$18,822.55

33. This SEP has been reviewed by the EPA's legal counsel for legal sufficiency and conformance with the 1988 SEP Policy (SEP Policy). The SEP is within the EPA's legal authority to include in the Consent Agreement.

34. The Respondent agrees to purchase the equipment upon issuance of the Final Order by the Regional Judicial Officer and ensure that it is installed at the POTW within 6 months.

35. The Respondent shall conduct the SEP according to all applicable federal and state work practice and notification requirements.

36. With regard to the SEP, the Respondent certifies the truth and accuracy of each of the following:

- a. that, as of the date of executing this Consent Agreement, the Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- b. that the SEP is not a project that the Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Agreement;
- c. that the Respondent has not received and will not receive credit for the SEP in any other enforcement action; and
- d. that the Respondent will not receive any reimbursement for any portion of the SEP from any other person; and
- e. that the Respondent is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. The Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to the EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

37. Within 30 days after the date of completion of the SEP, the Respondent shall submit a SEP Completion Report to the EPA. The SEP Completion Report shall contain the following information:

- a. a detailed description of the SEP as implemented;

- b. a description of any problems encountered in completing the SEP and the solutions thereto;
- c. an itemized list of all eligible SEP actual expenditures;
- d. certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement; and
- e. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
- f. The EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate the Respondent's completion report.
- g. After receiving the SEP Completion Report, the EPA shall notify the Respondent whether or not it has satisfactorily completed the SEP.

38. Any public statement, oral or written, in print, film, or other media, made by the Respondent making reference to the SEP under this Decree 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 under the Clean Water Act."

39. For federal income tax purposes, the Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

#### **GENERAL PROVISIONS**

40. Nothing in this Consent Agreement shall relieve the Respondent of the duty to comply with the Act and its implementing regulations.

41. Any failure by the Respondent to comply with any of the terms of this Consent Agreement shall constitute a breach of this Consent Agreement and may result in referral of the matter to the Department of Justice for enforcement of this Consent Agreement and for such other relief as may be appropriate.

42. Nothing in this Consent Agreement shall be construed as a waiver by the 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 the Respondent to meet its obligations under this Consent Agreement.

43. The undersigned individual certifies that [he/she] is fully authorized to enter into the terms and conditions of this Consent Agreement and to bind the Respondent to the terms and conditions of this Consent Agreement.

44. The parties agree to submit this Consent Agreement to the Regional Judicial Officer, with a request that it be incorporated into a Final Order.

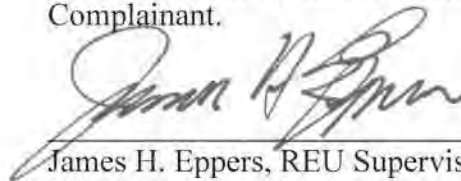
45. Each party shall bear its own costs and attorney's fees in this matter.

46. This Consent Agreement, upon incorporation into a Final Order by the Regional Judicial Officer and full satisfaction by the parties, shall be a full settlement of the United States' claims for civil penalties against the Respondent for the specific violations alleged in the Complaint.

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

Date: \_\_\_\_\_

06/23/14



James H. Eppers, REU Supervisory Attorney  
Legal Enforcement Program  
Office of Enforcement, Compliance  
and Environmental Justice

Date: \_\_\_\_\_

06/23/14



Gwenette C. Campbell, Unit Chief  
NPDES Enforcement Program  
Office of Enforcement, Compliance  
and Environmental Justice

**THE GEO GROUP, INC.**  
Respondent.

Date: 06.20.17

  
\_\_\_\_\_  
Louis V. Carrillo  
Vice President, Corporate Counsel

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 8  
1595 Wynkoop Street, Denver, CO 80202-1129**

**PUBLIC NOTICE  
OPPORTUNITY FOR PUBLIC COMMENT ON A  
COMBINED COMPLAINT AND CONSENT AGREEMENT BETWEEN  
THE GEO GROUP INC  
AND THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
TO RESOLVE ALLEGED VIOLATIONS OF  
THE CLEAN WATER ACT**

**PURPOSE OF PUBLIC NOTICE**

The purpose of this notice is to solicit written comments on the Combined Complaint and Consent Agreement (CCCA) between the Geo Group, Inc who operates the Hudson Correctional Facility in Hudson, CO (Respondent), and the United States Environmental Protection Agency (EPA), bearing Docket # **CWA-08-2014-0025**

EPA alleged that the Respondent violated the requirements of the Clean Water Act (CWA) by failing to follow applicable pretreatment regulations. The CCCA is entered into by the parties for the purpose of simultaneously commencing and concluding this matter, as authorized by Title 40 of the Code of Federal Regulations (40 C.F.R.), Section 22.13(b) and executed pursuant to 40 C.F.R. § 22.18(b)(2) and (3). In the CCCA, Respondent agrees to pay a penalty of \$6,250 and complete a supplemental environmental project (SEP) valued at \$18,822.55. The CCCA is issued under the National Pollutant Discharge Elimination System (NPDES) provisions of the CWA. These regulations govern the discharge of wastewater to "Waters of the United States". The addresses of EPA and respondent are listed here.

Respondent: The Geo Group, Inc One Park Place, Suite 700, Boca Raton, FL 33487

EPA: Assistant Regional Administrator, Office of Enforcement, Compliance & Environmental Justice, EPA Region 8, 1595 Wynkoop Street, Denver, Colorado 80202-1129.

EPA desires to receive written comments from any interested party having knowledge of the alleged violations or who can provide any information useful to ensure that any penalty assessed is appropriate.

**PUBLIC COMMENTS**

Written comments on the CCCA are encouraged and will be accepted at the address listed below for a period of forty (40) days after the publication of this notice. Written comments submitted by the public as well as information submitted by Respondent will be available for public review, subject to the provisions of law restricting the disclosure of confidential information. Any person submitting written comments has a right to participate in a hearing, if one is held. The



complaint is available for review between 9:00 a.m. and 4:00 p.m. at the address listed below and on the internet at: <http://yosemite.epa.gov/oa/rhc/epaadmin.nsf> by searching for the company name or Docket #.

Please submit written comments to:

Tina Artemis (8RC)  
Regional Hearing Clerk  
U.S. EPA, Region 8  
1595 Wynkoop Street  
Denver, Colorado 80202-1129.  
Telephone: (303) 312-6765

**FOR FURTHER INFORMATION:** Persons wishing to receive a copy of other documents in this proceeding (such as the regulations in 40 C.F.R. part 22, which establish procedures for the hearing), or to comment upon the proposed penalty assessment or upon any other aspect of the matter, should contact the Regional Hearing Clerk identified above. No action will be taken by EPA to finalize a settlement in this matter until 40 days after this public notice.

## CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **COMBINED COMPLAINT/CONSENT AGREEMENT** in the matter of **THE GEO GROUP, INC., HUDSON CORRECTIONAL FACILITY; DOCKET NO.: CWA-08-2014-0025**, was filed with the Regional Hearing Clerk on June 24, 2014; **THE FINAL ORDER** was filed on August 5, 2014.

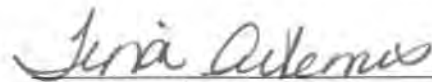
Further, the undersigned certifies that a true and correct copy of the document was delivered to Amy Swanson, Senior Enforcement Attorney, U. S. EPA – Region 8, 1595 Wynkoop Street, Denver, CO 80202-1129. True and correct copies of the aforementioned documents were placed in the United States mail, domestic return receipt on August 5, 2014, to:

Louis V. Carrillo  
Vice President, Corporate Counsel  
The GEO Group, Inc.  
One Park Place, Suite 700  
Boca Raton, FL 33487

And emailed to:

Kim White  
U. S. Environmental Protection Agency  
Cincinnati Finance Center  
26 W. Martin Luther King Drive (MS-0002)  
Cincinnati, Ohio 45268

August 5, 2014



Tina Artemis  
Paralegal/Regional Hearing Clerk