

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Rivera for Tonia Bandrowicz 7/14/09  
Name of Case Attorney Date

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

Case Docket Number CWA-01-2009-0020, EPCRA-01-2009-0021

Site-specific Superfund (SF) Acct. Number \_\_\_\_\_

This is an original debt  This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Atlantic Union College  
338 Main Street  
South Lancaster, MA

Total Dollar Amount of Receivable \$ 36,000

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

SEP due? Yes  No

Date Due 8/9/09 8/10/09

Installment Method (if applicable)

INSTALLMENTS OF:

- 1<sup>ST</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
- 2<sup>nd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
- 3<sup>rd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
- 4<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_
- 5<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_

For RHC Tracking Purposes:

Copy of Check Received by RHC \_\_\_\_\_ Notice Sent to Finance \_\_\_\_\_

**TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:**

IFMS Accounts Receivable Control Number \_\_\_\_\_

If you have any questions call: \_\_\_\_\_  
in the Financial Management Office

Phone Number

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1  
1 Congress Street, Suite 1100 (SEL)  
Boston, MA 02114-2023

RECEIVED

2009 JUL 13 P 1:00

EPA ORC  
OFFICE OF  
REGIONAL HEARING CLERK

July 13, 2009

Wanda Rivera  
Regional Hearing Clerk  
U.S. Environmental Protection Agency - Region 1  
One Congress Street, Suite 1100 (RCA)  
Boston, MA 02114-2023

BY HAND

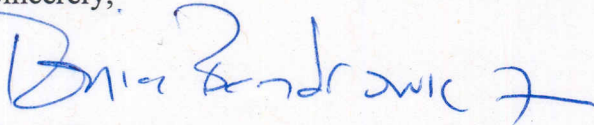
Re: In the Matter of Atlantic Union College  
Docket Nos. CWA-01-2009-0020; EPCRA-01-2009-0021

Dear Ms. Rivera:

Enclosed for filing in the above-referenced action, please find the original and one copy of an Administrative Consent Agreement and Final Order resolving this case.

Thank you for your attention to this matter.

Sincerely,



Tonia Bandrowicz  
Senior Enforcement Counsel

Enclosure

cc: Lanta V. Spencer, Esq.

**In the Matter of Atlantic Union College**  
**Docket Nos. CWA-01-2009-0020, EPCRA-01-2009-0021**

**CERTIFICATE OF SERVICE**

I certify that the foregoing ADMINISTRATIVE CONSENT AGREEMENT AND FINAL ORDER was sent to the following persons, in the manner specified, on the date below:


Original and one copy  
hand-delivered:

Wanda Rivera  
Regional Hearing Clerk  
U.S. EPA, Region 1  
One Congress Street (RAA)  
Boston, MA 02114-2023

Copy by certified mail,  
return receipt requested:

Lanta V. Spencer, Esq.  
Samels Associates  
205 Newbury Street  
Suite 302  
Framingham, MA 01701

Dated: 7-13-09



Tonia Bandrowicz  
Senior Enforcement Counsel  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (SEL)  
Boston, MA 02114-2023  
Tel: (617) 918-1734  
Fax: (617) 918-0734  
Email : Bandrowicz.Toni@epa.gov

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1

RECEIVED

JUL 13 2009

EPA ORC  
Office of Regional Hearing Clerk

\_\_\_\_\_  
)  
IN THE MATTER OF )

)  
)  
ATLANTIC UNION COLLEGE )  
338 Main Street )  
South Lancaster, MA, )

) Docket Nos. CWA-01-2009-0020  
) EPCRA-01-2009-0021  
)  
)  
)  
)

) Respondent. )  
\_\_\_\_\_)

CONSENT AGREEMENT AND FINAL ORDER

This Consent Agreement is proposed and entered into under the authority vested in the the U.S. Environmental Protection Agency (“EPA”) by Sections 309(g) and 311(b)(6)(B)(ii) of the Clean Water Act (“CWA”), 33 U.S.C. §§ 1319(g) and 1321(b)(6)(B)(ii), as amended by the Oil Pollution Act of 1990, Section 325(c) of the Emergency Planning and Community Right-to-Know Act (“EPCRA”), 42 U.S.C. § 11045(c), and under the authority provided by the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, and the Revocation, Termination or Suspension of Permits, set forth at 40 C.F.R. Part 22 (“Part 22”).

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against Atlantic Union College, located at 338 Main Street, South Lancaster, Massachusetts, (“Respondent”), pursuant to Sections 309(g) and 311(b)(6)(B)(ii) of the CWA, 33 U.S.C. §§ 1319(g) and 1321(b)(6)(B)(ii), and Section 325(c)

of EPCRA, 42 U.S.C. § 11045(c), by filing an Administrative Complaint, Docket Nos. CWA-01-2009-0020 and EPCRA-01-2009-0021 (the "Complaint").

2. The Complaint alleges that Respondent's violations of Sections 308(a) and 311(b)(3) and (j) of the CWA, 33 U.S.C. §§ 1318(a) and 1321(b)(3) and (j), and Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), subject Respondent to penalties up to the statutory maximum authorized under those statutes.

3. The factual and jurisdictional basis for proposing the assessment of civil penalties is set forth in the Complaint and incorporated herein by reference.

## II. CONSENT AGREEMENT

4. 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.

5. Respondent neither admits nor denies the specific factual allegations contained in the Complaint.

6. Respondent certifies that it will operate the facility described in the Complaint in compliance with Section 311 of the CWA and Section 312 of EPCRA and the federal regulations promulgated thereunder.

7. Respondent waives any defenses it might have as to jurisdiction and venue and consents to the terms of this Consent Agreement and Final Order.

8. Respondent waives its rights to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint.

9. Respondent waives its rights to appeal any Final Order in this matter, and consents to the issuance of a Final Order without further adjudication.

#### **Terms Of Settlement**

10. Pursuant to the relevant provisions of the CWA and EPCRA, and based upon the nature of the alleged 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 ten thousand dollars (\$10,000). Respondent shall pay the total penalty of \$10,000, as specified below, within 30 calendar days of the effective date of this Consent Agreement and Final Order. Of this amount, \$1,250 shall represent payment for alleged violations of Section 308 of the CWA, \$5,000 shall represent payment for alleged violations of Section 311(b)(3) and (j) of the CWA, and \$3,750 shall represent payment for Respondent's alleged violations of Section 312(a) of EPCRA. EPA has taken into account the statutory penalty factors at Section 311(b)(8) of the CWA, 33 U.S.C. § 1321(b)(8), and Section 325(b)(1) of EPCRA, 42 U.S.C. § 11045(b)(1), in determining the appropriate penalty.

11. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP that will cost a minimum of \$36,000.

12. Respondent shall pay the \$1,250 portion of the \$10,000 total penalty, relating to the alleged violation of Section 308(a) of the CWA, and the \$3,750 portion of the \$10,000 total penalty relating to the alleged violation of Section 325(b)(1) of EPCRA, by cashier's or certified check, payable to "Environmental Protection Agency," and referencing the title and

docket numbers of the action (“*In the Matter of Atlantic Union College*, CWA-01-2009-0020 and EPCRA-01-2009-0021”). The payment shall be mailed via regular U.S. Postal Service mail, to:

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

13. Respondent shall pay the \$5,000 portion of the \$10,000 total penalty, relating to the alleged violation of Section 311(b)(3) and (j) of the CWA, by cashier’s or certified check, payable to “Environmental Protection Agency,” and referencing the title and docket number of the action (“*In the Matter of Atlantic Union College*, CWA-01-2009-0020” and “**Oil Spill Liability Trust Fund - 311**”). The payment shall be mailed via regular U.S. Postal Service mail, to:

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

14. Respondent shall simultaneously submit copies of the checks referenced in paragraphs 12 and 13 above to:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (RAA)  
Boston, Massachusetts 02114-2023

**and to:**

Tonia Bandrowicz, Senior Enforcement Counsel  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region 1  
One Congress Street, Suite 1100 (SEL)

15. The penalty provided for herein is a penalty within the meaning of 26 U.S.C. §162(f) and is not tax deductible for purposes of federal, state, or local law.

16. Pursuant to Section 311(b)(6)(H) of the CWA, 33 U.S.C. § 1321(b)(6)(H), failure by the Respondent to pay the penalty amounts relating to the alleged CWA violations assessed by this Consent Agreement and Final Order in full by the date required shall subject the Respondent to a civil action to collect the assessed penalty, plus interest at the prevailing rates from the effective date of the Consent Agreement and Final Order. In such an action, the validity, amount, and appropriateness of such penalty shall not be subject to review. Further, under Section 311(b)(6)(H) of the CWA, 33 U.S.C. § 1321(b)(6)(H), if Respondent fails to pay on a timely basis any CWA penalty payment assessed by this Consent Agreement and Final Order, Respondent shall be required to pay, in addition to such amount and interest, attorneys fees and costs for collection proceedings and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to twenty percent (20%) of the aggregate amount of Respondent's penalties and nonpayment penalties which are unpaid as of the beginning of such quarter. Interest will be assessed pursuant to 31 C.F.R. § 901.9(b), promulgated pursuant to 31 U.S.C. § 3717.

17. With respect to payment of the EPCRA penalty, pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that any partial payment of the civil penalty, plus interest thereon, is not paid when due without demand, the



penalty plus accrued interest shall be payable with additional interest from the original due date to the date of payment, at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. §901.9(b)(2). In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d).

### **Supplemental Environmental Project**

18. Respondent shall implement a Supplemental Environmental Project (“SEP”) involving the funding of the Nashua River Watershed Association’s (NRWA) continuing water monitoring program, and also to enhance the monitoring program to include the training of students of Atlantic Union College to conduct monitoring. The SEP will be completed within 18 months of the effective date of this Consent Agreement and Final Order, and in accordance with all the provisions of Appendix A of this Consent Agreement and Final Order. The SEP shall be completed in accordance with the schedule set forth in Appendix A.

19. Respondent is responsible for the satisfactory completion of the SEP in accordance with the requirements of this Consent Agreement and Final Order. Respondent may use NRWA, contractors and/or consultants in planning and implementing the SEP, but Respondent shall be solely responsible for the completion of the SEP.

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

- a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is \$ 36,000;
- b. that, as of the date of executing this Consent Agreement and Final Order, 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;
- c. that the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement and Final Order;
- d. that Respondent has not received and will not receive credit for the SEP in any other enforcement action; and
- e. that Respondent will not receive any reimbursement for any portion of the SEP from any other person.

21. Within 30 days after completion of the SEP, Respondent shall submit a SEP Completion Report to EPA which 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 costs expended;
- d. certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; 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).

22. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph in order to evaluate the SEP Completion Report.

23. After receiving the SEP Completion Report, EPA shall notify Respondent whether or not Respondent has satisfactorily completed the SEP. If Respondent has not completed the SEP in accordance with this Consent Agreement and Final Order, stipulated penalties may be assessed under Paragraph 25 of this Consent Agreement and Final Order.

24. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP under this Consent Agreement and Final Order shall include the following language: “This project was undertaken in connection with the settlement of an administrative enforcement action, *In the Matter of Atlantic Union College*, Docket Nos. CWA-01-2009-0020 and EPCRA-01-2009-0021, taken on behalf of the U.S. Environmental Protection Agency under the Clean Water Act and EPCRA.”

**Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-on Amount**

25. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraph 18 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 20 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. Except as provided in subparagraph (b) immediately below, if the SEP has not been completed satisfactorily pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty in the amount of \$36,000 plus interest from the effective date of this Consent Agreement and Final Order in accordance with Paragraphs 16 and 17, above.
- b. If the SEP is not completed satisfactorily pursuant to this Consent Agreement and Final Order, but the Complainant determines that the Respondent: (i) made good faith and timely efforts to complete the project; and (ii) 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 satisfactorily pursuant to this Consent Agreement and Final Order, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project pursuant to Paragraph 20, above, Respondent shall pay a stipulated penalty in the amount of 110% of the difference between 100% of required expenditure (i.e., \$36,000), and the amount actually spent by the Respondent, plus interest from the effective date of this Consent Agreement and Final Order.
- d. If the SEP is completed satisfactorily pursuant to this Consent Agreement and Final Order, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project pursuant to Paragraph 20, above, Respondent shall not be liable for any stipulated penalty.

e. For failure to submit the SEP Completion Report required by paragraph 21 above, Respondent shall pay a stipulated penalty in the amount of \$ 100.00 for each day after the report was originally due until the report is submitted.

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

27. Stipulated penalties under Paragraph 25 shall 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.

28. 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 Paragraphs 12 to 14, above. Interest and late charges shall be paid as stated in Paragraphs 16 and 17, above.

#### **General Provisions**

29. The provisions of this Consent Agreement and Final Order shall be binding upon Respondent and Respondent's officers, directors, agents, servants, employees, and successors or assigns.

30. Respondent shall bear its own costs and attorneys fees in this proceeding.

31. Nothing in this Consent Agreement and Final Order shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Consent Agreement and Final

Order or of the statutes and regulations upon which this Consent Agreement and Final Order is based, or for Respondent's violation of any applicable provision of law.

32. This Consent Agreement and Final Order shall not limit the authority of the United States to enforce the underlying substantive legal requirements of this administrative penalty assessment, whether administratively or judicially.

33. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. §§ 1251 et seq., or any regulations promulgated thereunder.

34. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of EPCRA, 42 U.S.C. §§ 11001 et seq., or any regulations promulgated thereunder.

35. This Consent Agreement and Final Order constitutes a settlement by EPA of all claims for civil penalties pursuant to Sections 308(a), 311(b), and 311(j) of the CWA, and Section 312(a) of EPCRA, for the violations of the CWA and EPCRA specifically alleged in the Complaint. Compliance with this Consent Agreement and Final Order shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations. This Consent Agreement and Final Order in no way relieves Respondent or its employees of any criminal liability. Nothing in this Consent Agreement and Final Order shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public.

36. This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

37. Each undersigned representative of the parties to this Consent Agreement and Final Order certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and Final Order and to execute and legally bind that party to it.

FOR RESPONDENT (Atlantic Union College)

Norman Wendth Date: June 29, 2009  
Dr. Norman Wendth, President  
Atlantic Union College

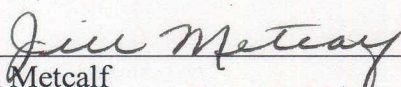
FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

Susan Studlien Date: 07/06/09  
Susan Studlien, Director  
Office of Environmental Stewardship  
U.S. EPA, Region 1

**FINAL ORDER**

In accordance with 40 C.F.R. Part 22, the forgoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of the referenced Consent Agreement. This Final Order shall become final 30 days from today pursuant to Section 311(b)(6)(D) of the CWA, 33 U.S.C. § 1321(b)(6)(D) and Section 325(c) of EPCRA, 42 U.S.C. § 11045(c).

U.S. ENVIRONMENTAL PROTECTION AGENCY

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

Date: July 9, 2009



## **ATTACHMENT A SCOPE OF WORK**

### **Summary of Supplemental Environmental Project (SEP) Proposal Prepared by the Nashua River Watershed Association (NRWA) For Atlantic Union College**

Atlantic Union College (AUC) hereby agrees to undertake the following project in connection with the settlement of the enforcement action described in the Consent Agreement and Order to which this is attached. It is understood that the project will be performed in consultation with, and utilizing the services of NRWA, EPA, and the Town of Lancaster. The SEP funding will enable NRWA staff to continue with the its ongoing Water Monitoring Program as planned, and also to enhance the monitoring program to train students of Atlantic Union College to conduct monitoring.

#### **Part I. NRWA Ongoing Water Monitoring Program (WMP)**

##### **\$17,100 - Staff Hours; \$ 2,680- Supplies and Equipment**

NRWA has conducted a successful water monitoring program (WMP) for 17 years. From April through October, field volunteers collect data once a month at 40 streamside sites throughout the watershed. The NRWA partners with two laboratories-- the Devens Wastewater Treatment Facility operated by AECOM and the Pepperell Wastewater Treatment Plant. Lab volunteers, lab staff, and the NRWA staff analyze the samples for E. coli bacteria and dissolved oxygen. Temperature, conductivity and habitat characteristics are recorded by volunteers in the field. In both the field and the lab, quality control procedures are followed according to the NRWA's EPA, MassDEP, and NHDES-approved Quality Assurance Project Plan. Funding for the 2009 season has been partially secured<sup>1</sup>; the program has already been scaled down, and may need to be reduced again without additional funding.

##### Tasks and Budget for WMP

##### Staff Hours (\$17,100)

A detailed budget is attached. NRWA staff time dedicated to the WMP each month (26 hours/ month) includes time for the Water Monitoring Coordinator, Water Programs Director and Executive Director. However, some months require more time for the Program than others. This is especially true at the beginning of the sampling season (spring)

**Task 1.1)** Outreach, recruiting and training of new and returning volunteers. More time is expended at the beginning of the season when staff is conducting outreach and training for new and returning volunteers, putting together sampling kits, ordering supplies and choosing sampling sites.

##### **Approximate Hours: 130**

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<sup>1</sup> An FY10 grant from Massachusetts Environmental Trust for NRWA's project "North Nashua River: Moving Toward Recreational opportunities in Fitchburg" includes sampling on the North Nashua River, or about 13% of the total Water Monitoring Program.

**Task 1.2)** Attend sampling days: oversee volunteers in the lab; ensure strict quality control procedures in the lab; providing instructions and new supplies to field volunteers.

**Approximate Hours: 74**

**Task 1.3)** Data Management, statistical quality control checks, produce color-coded "River Report Card".

**Approximate Hours: 148**

**Task 1.4)** Public outreach, education and collaboration with local and state officials regarding results and water quality issues.

**Approximate Hours: 116**

Part I. Supplies and Equipment for Tasks 1.1 through 1.4 (\$2,680)

The supplies and equipment budget for the WMP includes the IDEXX System E.coli bacteria testing reagents, the trays and bottles for bacteria sampling, dissolved oxygen reagents for the field and laboratory, annual meter calibration and repair of probes, handheld conductivity testers for volunteers, with associated batteries and extra probes, quality control samples, and other calibration solutions, etc., associated with meter use and maintenance. NRWA will also purchase a digital camera to document sampling locations and stream conditions throughout the sampling season.

**Part II. NRWA Outreach and Education to Atlantic Union College Students; Coordination with the Town of Lancaster**

**\$14,760- NRWA Staff Hours; \$ 1,460- Supplies and Equipment**

NRWA staff will provide outreach and education to Atlantic Union College (AUC) students in the Natural Sciences Department in coordination with their curriculum and as they may undertake AUC internships/research projects. Both the NRWA's Water Monitoring Coordinator and Water Programs Director will coordinate with AUC for an average total of 22 hours per month (combined). The number of hours to be expended per month on the project will depend upon several factors, including weather, seasonal requirement or restrictions, students' and NRWA's mutual availability, and the Town of Lancaster's desire to track a particular issue.

Tasks and Budget for AUC Outreach and Education

Staff Hours (\$14,760)

The following are the tasks for providing Outreach and Education to AUC, and coordination with the Town of Lancaster.

**Task 2.1)** Train students to perform water quality monitoring. This will have both a field and a laboratory component. Approximate number of students estimated by AUC is 2-5+. Numbers may vary depending on student interest and schedules.

**Approximate Hours: 15**

**Task 2.2)** Introduce students to at least four field techniques to assess river health. Some of the assessment tools that may be utilized include: Bacterial Source Tracking, benthic macroinvertebrate sampling, flow monitoring, stormwater flow assessment, stream habitat assessments, streamside surveys, and river continuity inspections. The field techniques selected will be based on the interest(s) and availability of the students and the needs of the community (see Task 2.4). Some students may use the data collected as part of the requirement of a research project and their presentation to AUC faculty. Approximate number of students: 2-5+. (Number may vary).

**Approximate Hours: 324** (approximately 18 hours/ month for 18 months). Task 3 will comprise the majority of the hours expended by NRWA staff on Part II. The hours will not be distributed evenly, however, due to weather, seasonal constraints, and students' schedules.

**Task 2.3)** Make a presentation at a minimum of 1 AUC Biology Forum, one scheduled for September, to provide an overview of the NRWA's Water Monitoring Program, the importance of good river health, and an explanation of what opportunities there are to investigate the health of rivers, and promote good river stewardship.

**Approximate Hours: 5**

**Task 2.4)** Meet with the Town of Lancaster to further clarify priority water pollution issues (e.g., erosion problems, storm drain stenciling, outreach to the community about lawn fertilizers or reduced water usage) that could benefit from the involvement of AUC students. Once these projects have been prioritized, NRWA will work with the town and AUC to coordinate community involvement projects for the students. NRWA will help students make a connection with the town on a particular issue or issues, and will guide the students in beginning the project. It will be up to AUC faculty and the students to ensure the project is completed to the Town of Lancaster's satisfaction, and that the students fulfill the requirements required by AUC. NRWA may meet with the Town concurrently with Task # 2.3 to obtain updates on current priority Community issues. Approximate number of students: 2-5+. (Number may vary)

**Approximate Hours: 52**

Part II: Supplies and Equipment for Tasks 2.1 through 2.4 (\$1,460)

Supplies and equipment for the outreach and education portion of the project may include: chemicals for students to perform nutrient or other testing in the field, materials for storm drain stenciling, equipment and materials for flow monitoring, and habitat assessment. Coordination with the Town of Lancaster may include educational flyers to the town, for example, a lawn fertilizer or water use reduction/ conservation pamphlet.

NRWA Staff: Martha Morgan, Water Programs Director; Kathryn Nelson, Water Monitoring Coordinator

NASHUA RIVER WATERSHED ASSOCIATION									
Supplemental Environmental Project									
Water Monitoring Program and Outreach and Education to Atlantic Union College Students									
									<b>TOTAL BUDGET</b>
<b>Amount of SEP: \$36,000</b>									
It is anticipated the SEP will be funded for <b>18 months</b>									
<b>NRWA STAFF</b>									
<b>Part I. Water Monitoring Program (WMP)</b>									
	Water Monitoring Coordinator								
		15 hours/month @ \$35/hr.						\$525	
	Water Programs Director								
		9 hours/month @ \$40/hr.						\$360	
	Executive Director 2 hours/month @ \$50/hr.							\$100	
<b>Total per month Water Monitoring Program - Staff</b>								<b>\$950</b>	
	Task 1.1 130hours								
	Task 1.2 74 hours								
	Task 1.3 148 hours								
	Task 1.4 116 hours								



