



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 27 2010

CERTIFIED MAIL 7006 0810 0004 1131 0400
RETURN RECEIPT REQUESTED

The Honorable Sherman Tinnell
Mayor, City of Shepherdsville
c/o John Bradley
634 Conestoga Parkway
P.O. Box 400
Shepherdsville, Kentucky 40165

Re: Consent Agreement and Final Order No. CWA-04-2010-4502(b)
City of Shepherdsville Sewer System
NPDES Permit No. KY0027359

Dear Mayor Tinnell:

Enclosed please find a fully executed copy of the Consent Agreement and Final Order that has been finalized by the U.S. Environmental Protection Agency and the Acting Regional Administrator. Please make note of the provisions under Section IV. Payment.

Should you have any questions or concerns regarding this matter, please contact Mr. Dennis J. Sayre at (404) 562-9756. Legal inquiries should be directed to Mr. William B. Bush, Jr. Associate Regional Counsel, at (404) 562-9538.

Sincerely,

César A. Zapata, Acting Chief
Clean Water Enforcement Branch
Water Protection Division

Enclosure

cc: KDEP

Internet Address (URL) • <http://www.epa.gov>

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF:)
)
THE CITY OF SHEPHERDSVILLE,) **CONSENT AGREEMENT AND**
KENTUCKY,) **FINAL ORDER**
)
)
RESPONDENT.) **DOCKET NO. CWA-04-2010-4502(b)**

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CONSENT AGREEMENT

I. Statutory Authority

1. This is a civil penalty proceeding pursuant to Section 309(g)(2)(B) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g)(2)(B), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits*, published at 64 Fed. Reg. 40176 (July 23, 1999) and codified at 40 Code of Federal Regulations ("C.F.R.") Part 22.

2. The authority to take action under Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), is vested in the Administrator of the United States Environmental Protection Agency ("EPA"). The Administrator has delegated this authority to the Regional Administrator, Region 4, who in turn has delegated this authority to the Director of the Water Protection Division ("Complainant").

II. Allegations

3. At all times relevant to this action, the City of Shepherdsville, Kentucky ("Respondent"), was a municipality existing under the laws of the Commonwealth of Kentucky and, therefore, a "person" within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

4. At all times relevant to this action, Respondent owned and/or operated a wastewater treatment plant located at 485 Old Ford Road, Shepherdsville, Kentucky 40165, and its associated sanitary sewer collection and transmission system ("CTS"), which has been issued National Pollution Discharge Elimination System ("NPDES") Permit Number KY0027359 by the Commonwealth of Kentucky pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

5. To accomplish the objective of the CWA (defined in Section 101(a) of the CWA, 33 U.S.C. § 1251(a), as to restore and maintain the chemical, physical and biological integrity of the nation's waters), Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of

pollutants by any person into waters of the United States except as in compliance with a NPDES permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

6. Respondent has experienced, and continues to experience, sanitary sewer overflows (“SSOs”) in its CTS. SSOs include discharges of untreated sanitary sewage containing pollutants to waters of the United States at locations not authorized by an NPDES permit and other releases of untreated sanitary sewage containing pollutants that may not have reached waters of the United States as a result of improper operation and maintenance of the CTS in violation of 401 KAR 5:065, Section 1, (5) which is incorporated by reference into Part II of the NPDES Permit.

7. EPA and Respondent entered into Consent Agreement and Consent Order for Compliance (“Consent Agreement”) No. CWA-04-2006-4767, filed on April 25, 2006, pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a), which required Respondent to implement remedial measures to address SSOs in its CTS. Because the Respondent did not fully comply with the Consent Agreement, EPA issued Administrative Order No. CWA-04-2009-4796 to Respondent on August 21, 2009, which again required the Respondent to implement certain remedial measures to address SSOs.

8. EPA alleges that the Respondent has violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a), as a result of the SSOs in its CTS which include discharges of untreated sanitary sewage containing pollutants to waters of the United States at locations not authorized by an NPDES permit and other releases of untreated sanitary sewage containing pollutants that may not have reached waters of the United States as a result of improper operation and maintenance of the CTS in violation of 401 KAR 5:065, Section 1, (5) which is incorporated by reference into Part II of the NPDES Permit.

III. Stipulations and Findings

9. Complainant and Respondent have conferred for the purpose of settlement pursuant to 40 C.F.R. § 22.18 and desire to resolve this matter and settle the allegations described herein without a formal hearing. Therefore, without the taking of any evidence or testimony, the making of any argument, or the adjudication of any issue in this matter, and in accordance with 40 C.F.R. § 22.13(b), this Consent Agreement and Final Order (“CA/FO”) will simultaneously commence and conclude this matter.

10. For the purposes of this CA/FO, Respondent admits the jurisdictional allegations set out above and neither admits nor denies the factual allegations set out above.

11. Respondent hereby waives its right to contest the allegations set out above and its right to appeal the Final Order accompanying this Consent Agreement.

12. Respondent consents to the assessment of and agrees to pay the civil penalty as set forth in this CA/FO and consents to the other conditions set forth in this CA/FO.

13. By signing this CA/FO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for

each such submission, response and statement. Respondent realizes that there are significant penalties for submitting false or misleading information, including the possibility of fines and/or imprisonment for knowing submission of such information.

14. EPA reserves the right to assess and collect any and all civil penalties for any violation described herein to the extent that any information or certification provided by Respondent was materially false or inaccurate at the time such information or certification was provided to EPA.

15. Complainant and Respondent agree to settle this matter by their execution of this CA/FO. The parties agree that the settlement of this matter is in the public interest and that this CA/FO is consistent with the applicable requirements of the CWA.

IV. Payment

16. Pursuant to Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and 40 C.F.R. Part 19, and considering the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP") and other relevant factors, EPA has determined that ~~Forty Thousand Dollars (\$40,000)~~ is an appropriate civil penalty to settle this action.

17. Respondent shall submit payment of the penalty specified in the preceding paragraph ~~within thirty (30) days~~ of the effective date of this CA/FO via a cashier's or certified check, payable to the order of "Treasurer, United States of America." The check shall reference on its face the name of Respondent and the Docket Number of this CA/FO. Such payment shall be tendered to:

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

18. At the time of payment, Respondent shall send a separate copy of the check, and a written statement that payment has been made in accordance with this CA/FO, to the following persons at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

and

Mary Mattox
U.S. Environmental Protection Agency, Region 4
Water Protection Division

Clean Water Enforcement Branch
West NPDES Enforcement Section
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

19. Pursuant to Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), failure by Respondent to pay the penalty assessed by the CA/FO in full by its due date may subject Respondent to a civil action to collect the assessed penalty plus interest (at currently prevailing rates from the effective date of this CA/FO), attorney's fees, 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 such penalty and nonpayment penalty which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount and appropriateness of the penalty and of this CA/FO shall not be subject to review.

V. SUPPLEMENTAL ENVIRONMENTAL PROJECT

20. Respondents shall complete the Supplemental Environmental Project ("SEP") described in and in accordance with schedules set forth in Appendix A, attached hereto and incorporated herein by reference, which the parties agree is intended to secure significant environmental protection and improvements.

21. The total expenditure for the SEP shall not be less than Thirty Three Thousand Dollars (\$33,000). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report required below.

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

23. Within thirty (30) days after the completion of the SEP in accordance with the schedule set forth in Appendix A hereto, Respondent shall submit a SEP Completion Report to EPA in care of the Chief, Clean Water Enforcement Branch, U.S. Environmental Protection Agency - Region 4, 61 Forsyth Street, S.W., Atlanta, Georgia 30303-8960. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any operating problems encountered and the solutions thereto;
- c. Itemized costs;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO; 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).

24. 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.

25. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this CA/FO and shall provide the documentation of any such underlying research and data to EPA not more than seven (7) days after a request for such information. In all documents or reports, including, without limitation, the SEP Completion Report, submitted to EPA pursuant to this CA/FO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

“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.”

26. After receipt of the SEP Completion Report described in Paragraph 23 above, EPA will notify Respondent, in writing, (a) of any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; (b) that EPA has concluded that the SEP has been completed satisfactorily, or (c) that EPA has determined that the SEP has not been completed satisfactorily and that it is seeking, or may seek, stipulated penalties in accordance with Paragraph 27 herein.

27. 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 as described in Appendix A and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP as required in Paragraph 21 herein, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. Except as provided in subparagraph (b) below, if the SEP is not completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to the United States in the amount of Thirty Three Thousand Dollars (\$33,000).

- b. If the SEP is not completed satisfactorily pursuant to this CA/FO, but EPA determines that Respondent: (i) made good faith and timely efforts to complete the SEP; and (ii) certifies, with supporting documentation, that at least ninety percent (90%) of the amount of the money required to be spent in Paragraph 21 herein was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- c. If the SEP is completed satisfactorily pursuant to this CA/FO, but Respondent spent less than ninety percent (90%) of the amount of money required to be spent in Paragraph 21 herein on the SEP, Respondent shall pay, at EPA's discretion, a stipulated penalty to the United States in an amount not to exceed Six Thousand Six Hundred Dollars (\$6,600).
- d. If the SEP is completed satisfactorily pursuant to this CA/FO, and Respondent spent at least ninety percent (90%) of the amount of money required to be spent in Paragraph 22 herein on the SEP, Respondent shall not be liable for any stipulated penalty.
- e. For failure to submit the SEP Completion Report required by Paragraph 23 above, Respondent shall pay a stipulated penalty in the amount of One Hundred Fifty Dollars (\$150.00) for each day after the due date until the report is submitted.

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

29. Respondent shall pay stipulated penalties not more than thirty (30) days after receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraphs 17 and 18 above. Interest, additional fees and costs associated with late or partial payments shall be paid as stated in Paragraph 19 above.

30. 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 U.S. Environmental Protection Agency for violations of the Clean Water Act."

VI. General Provisions

31. This CA/FO 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. Other than as expressed herein, compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA.

32. Nothing in this CA/FO shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Respondent's violation of this CA/FO or of the statutes and regulations upon which this CA/FO is based, or for Respondent's violation of any federal or state statute, regulation or permit.

33. Except as otherwise set forth herein, this CA/FO constitutes a settlement by Complainant and Respondent of all claims for civil penalties pursuant to the CWA with respect to only those violations alleged in this CA/FO. Except as otherwise set forth herein, compliance with this CA/FO shall resolve the allegations of violations contained herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of Respondent, or other liability resulting from violations that were not alleged in this CA/FO. Other than as expressed herein, Complainant does not waive any right to bring an enforcement action against Respondent for violation of any federal or state statute, regulation or permit, to initiate an action for imminent and substantial endangerment, or to pursue criminal enforcement.

34. Each undersigned representative of the parties to this CA/FO certifies that he or she is fully authorized to enter into the terms and conditions of this CA/FO and to execute and legally bind that party to it.

35. This CA/FO applies to and is binding upon Respondent and its officers, directors, employees, agents, successors and assigns.

36. Any change in the legal status of Respondent, including but not limited to any transfer of assets of real or personal property, shall not alter Respondent's responsibilities under this CA/FO.

37. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this CA/FO.

38. In accordance with 40 C.F.R. § 22.5, the individuals below are authorized to receive service relating to this proceeding.

For Complainant:

William B. Bush, Jr.
Associate Regional Counsel
Office of Environmental Accountability
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
(404) 562-9538

For Respondent:

William R. Wilson
235 South Buckman Street
P.O. Box 6551
Shepherdsville, Kentucky 40160
(502) 543-1000

39. The parties acknowledge and agree that this CA/FO is subject to the requirements of 40 C.F.R. § 22.45(c)(4), which provides a right to petition to set aside a consent agreement and proposed final order based on comments received during the public comment period.

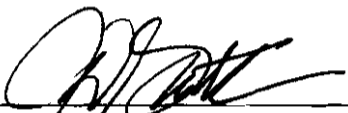
40. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and 40 C.F.R. § 22.38(b), Complainant represents that the Commonwealth of Kentucky was provided a prior opportunity to consult with Complainant regarding this matter.

VII. Effective Date

41. The effective date of this CA/FO shall be the date on which the CA/FO is filed with the Regional Hearing Clerk.

AGREED AND CONSENTED TO:

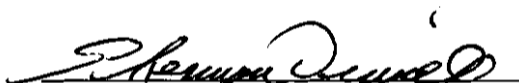
For COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY:



James D. Giattina
Director
Water Protection Division

Date: 6/25/10

For RESPONDENT, CITY OF SHEPHERDSVILLE, KENTUCKY:



Sherman Tinnell
Mayor
City of Shepherdsville

Date: 6/11/10

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

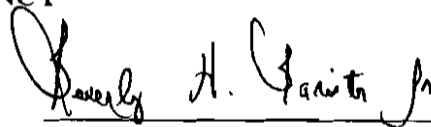
IN THE MATTER OF:)
)
THE CITY OF SHEPHERDSVILLE,) CONSENT AGREEMENT AND
KENTUCKY,) FINAL ORDER
)
)
RESPONDENT.) DOCKET NO. CWA-04-2010-4502(b)
_____)

FINAL ORDER

In accordance with 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*, 40 C.F.R. Part 22, and authorities delegated to me, the foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Pursuant to Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), Respondent is hereby ordered to comply with the terms of the foregoing Consent Agreement.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: JUL 21 2010



A. Stanley Meiburg
Acting Regional Administrator

Docket No. CWA-04-2010-4502(b)

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the attached **CONSENT AGREEMENT AND FINAL ORDER** in the matter of the City of Shepherdsville, Kentucky, Docket No. CWA-04-2010-4502(b) (filed with the Regional Hearing Clerk on July 27, 2010) was served on July 27, 2010, in the manner specified to each of the persons listed below.

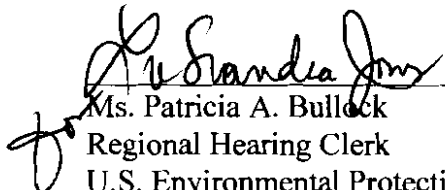
By hand-delivery:

William B. Bush, Jr.
Associate Regional Counsel
Office of Environmental Accountability
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

By certified mail,
return receipt requested:

William R. Wilson
235 South Buckman Street
P.O. Box 6551
Shepherdsville, Kentucky 40160

Jeff Cummins, Director
Division of Enforcement
Kentucky Department for Environmental Protection
300 Fair Oaks Lane
Frankfort, Kentucky 40601


Ms. Patricia A. Bullock
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
(404) 562-9511

HEARINGS CLERK

2010 JUL 27 PM 4:17

EPAC/REG/4

EXHIBIT A

of

Docket No. CWA-04-2010-4502(b)

CONCEPTUAL WETLAND RESTORATION PLAN

SHEPHERDSVILLE SUPPLEMENTAL ENVIRONMENTAL PROJECT

BULLITT COUNTY, KENTUCKY

Prepared for:

U.S. ENVIRONMENTAL PROTECTION AGENCY

March 12, 2010

CONCEPTUAL WETLAND RESTORATION PLAN

SHEPHERDSTVILLE SUPPLEMENTAL ENVIRONMENTAL PROJECT BULLITT COUNTY, KENTUCKY

On behalf of the City of Shepherdsville, Redwing Ecological Services, Inc. (Redwing) has prepared this Conceptual Wetland Restoration Plan (Plan) for water quality-related wetland restoration activities on the Salt River floodplain in the City's Frank E. Simon Park. The purpose of this Plan is to outline proposed wetland restoration activities that are acceptable to the U.S. Environmental Protection Agency (USEPA) as a Supplemental Environmental Project (SEP) for off-setting CWA violations caused at the City's sanitary sewer overflow locations. The Plan is presented below in terms of existing site conditions, proposed restoration activities, environmental benefits, detailed costs, and implementation schedule.

EXISTING SITE CONDITIONS

The proposed restoration site is located along the upper reach of a slough/drainage leading to the Salt River in the east-central portion of Frank E. Simon Park (Figure 1). The park is located on the north side of the Salt River west of downtown Shepherdsville. The project site is surrounded by former agricultural land, including fields used for row crops and pasture, as well as a former hog farm operation located at the head of the drainage/slough (Figure 2). A number of the former hog farm buildings are still present, but are now used for City maintenance and storage activities. A horse stable operation is located immediately south of the eastern portion of the site and the remainder of the land adjacent to the project site presently consists of old field habitat and mowed lawn. Substantial algae growth observed in the existing pockets of standing water and wetlands along the bottom of the drainageway suggest that heavy nutrient loads are entering the slough, and ultimately the Salt River, in runoff from adjacent land.

The proposed wetland restoration area consists of three distinct areas: an existing wetland slough in the west; a central mowed drainageway; and old field scrub habitat in the east. These areas are described below, and depicted in Figure 2 and the attached photographs.

Western Slough: The western portion of the project area consists of an existing wetland slough, the downstream portion of which is permanently preserved as a conservation area by the City of Shepherdsville (Figure 2). It is characterized by an approximately 50 to 80-foot wide flat bottom, with abrupt sideslopes. The lower portion of the slough contains standing water through the winter and spring, while the upper portions (adjacent to this project area)

exhibit scrub-shrub wetland habitat dominated by buttonbush (*Cephalanthus occidentalis*) and large areas of emergent wetland habitat dominated by sedge (*Carex frankii* and other *Carex* and *Scirpus* species), barnyard grass (*Echinochloa muricata*), water plantain (*Alisma plantago-aquatica*), and smartweed (*Polygonum* sp.). During a March 6, 2010 site visit, the entire bottom of the slough within the project site exhibited saturated soil and pockets of standing water. This upper portion of existing slough has been disturbed by farm and recreational vehicle traffic and past farming activities on adjacent land.

Central Drainageway: The central portion of the restoration site currently consists of a mowed field bounded by the existing wetland slough on the west and the park entrance road on the east (Figure 2). This area has been highly disturbed by past agricultural use, which likely included clearing and some regrading, as well as by current park use, which involves regular mowing of the entire drainageway. The sideslopes contain common grasses such as fescue (*Festuca arundinacea*), bluegrass (*Poa pratensis*), and broomsedge (*Andropogon virginicus*). The frequently mowed sideslopes promote stormwater runoff and likely provide sediment and related nutrient and pollutant (herbicide/pesticide) inputs to the slough system.

The narrowly defined bottom of the drainageway appears to conduct flowing water after heavy rain events, but it exhibited very slowly moving to stagnant water during the March 6, 2010 site visit and is mostly vegetated. Thus, it is a disturbed, low quality linear wetland. Algae growth was abundant and common plant species present included buttercup (*Ranunculus* sp.), curly dock (*Rumex crispus*), and sedge. The heavy algae growth reflects the apparent high nutrient loads to the system.

Eastern Scrub: This portion of the site lies east of the park entrance road and near the upstream end of the slough (Figure 2). It currently consists of an overgrown drainageway that contains an intermittent/ephemeral stream channel and a wetland. The wetland is located in a level portion of the drainage bottom and has likely formed as a result of the flow restriction from construction of the park entrance road. The sideslope upland scrub habitat consists of fescue, goldenrod (*Solidago* sp.), aster (*Aster* sp.), eastern red cedar (*Juniperus virginianus*), box elder (*Acer negundo*), multiflora rose (*Rosa multiflora*), and osage orange (*Maclura pomifera*). The wetland area located just upstream of the entrance road culvert, includes sedge, barnyard grass, cattail (*Typha latifolia*), and black willow (*Salix nigra*). This area receives hydrologic inputs from: 1) the intermittent/ephemeral stream entering from the north; 2) the upslope drainageway to the east, which contains scattered wetland areas; and 3) overland flow from adjacent uplands. Although this area is not actively mowed, it likely was used as a pasture or crop field in the past and has been highly impacted from adjacent agricultural land uses. Runoff from the former hog farm operation and current maintenance facility enters the project area via the existing stream channel, as well as through the former pond and scattered wetlands immediately upstream of the project area.

PROPOSED RESTORATION ACTIVITIES

Restoration plans for the site are focused on improving water quality in the vicinity of Shepherdsville and the Salt River. The goal of the project is to establish stable wetland slough habitat, which improves water quality, establishes native wetland/aquatic and upland forest habitats, and provides outdoor/environmental education opportunities for the public. Major activities include establishing additional wetland acreage, enhancing existing wetland habitat, and restoring upland forest buffer.

Major restoration activities are depicted on Figure 3 and summarized in the table below according to major site components. Acreages may be minimally adjusted based on more detailed site assessment and actual construction activities.

Restoration Summary Table

COMPONENT	GOAL	ACTIVITIES
WESTERN SLOUGH	Enhance scrub-shrub wetlands	Planting of native wetland shrubs on 0.5 acre of existing wetland slough
CENTRAL DRAINAGEWAY	Establish emergent wetlands	Excavation/grading to enlarge existing wetlands by 0.9 acre Planting and seeding of native wetland herbaceous species in established wetlands
	Establish upland forest buffer	Seeding of native upland herbaceous species on graded portions of sideslope Planting of native riparian/floodplain trees on 2.0 acres of upland buffer
EASTERN SCRUB	Establish emergent wetlands	Excavation/grading to enlarge existing wetlands by 0.3 acre Planting and seeding of native wetland herbaceous species in established wetlands
	Establish upland forest buffer	Seeding of native upland herbaceous species on graded portions of sideslope Planting of native riparian/floodplain trees on 0.5 acre of upland buffer

Each of the proposed restoration activities is described in more detail below.

Excavation/Grading: Approximately 1.2 acres of wetlands will be created through widening the bottom of the existing central and eastern drainageways to match dimensions in the downstream slough. This will be accomplished through excavation of existing soil material between 20 and 50 feet from the central drainage feature at select locations to create a series of slight depressions that roughly match the surface elevation of the adjacent drainage (Figure 3). Excavation in the eastern portion of the site will have new wetland elevations match existing wetland grades or the top of existing stream banks, whichever is appropriate. Prior to excavation, topsoil will be removed and stockpiled for later placement on the regraded wetland.

Excavated material will be placed in a currently unused portion of Frank E. Simon Park (Figure 3). This will result in a significant savings compared to the cost of hauling material off-site. The excavated material will be stabilized immediately through grading, rolling and seeding. Silt fence will be installed around the perimeter of the exposed material.

Standard erosion and sedimentation controls will be employed to ensure that exposure of bare soil is minimized and sediment is contained on site outside of any stream or wetland areas. Measures used could include timing of excavation/grading to drier times of the year,

seeding and mulching exposed surfaces after construction completion, silt fencing, and temporary detention basins.

No excavation/grading activity or other impacts will occur within existing jurisdictional waters of the U.S., including wetlands. As such, no Section 404 or 401 permits from the U.S. Army Corps of Engineers or Kentucky Division of Water (KDOW), respectively, will be required. A delineation (and field flagging) of all existing waters/wetlands within the project area will be completed prior to detailed project design and construction. Prior to construction, any required authorizations from the KDOW Floodplain Section will also be obtained.

Wetland Plantings: All areas of bare soil resulting from wetland grading activities will be seeded with a native wetland mixture, which contains a minimum of six perennial species and one annual cover crop (such as oats). Native perennial seed will be planted at a rate of approximately 20 pounds per acre.

Exposed sideslopes along the wetlands resulting from excavation/grading activity will be seeded with a native upland seed mix, which includes at least four perennials and one annual cover crop. It will be drill seeded at a rate of 20 pounds per acre and mulched. As needed, erosion control matting may be used in steeper or potentially unstable areas.

Restoration activities in the western slough will focus on shrub plantings within the existing wetland area. Three-gallon containerized native shrubs will be planted at a minimum density of 60 stems per acre. Species may include buttonbush, silky dogwood (*Cornus racemosa*), red osier dogwood (*Cornus stoloniferum*), and viburnum (*Viburnum* sp.).

Upland Forest Buffer Plantings: Native tree species will be established on the sideslopes above the newly established wetlands in the central drainageway and eastern scrub portions of the site. A combination of hard and soft mast species will be used including various oaks (*Quercus* spp.), hackberry (*Celtis occidentalis*), black cherry (*Prunus serotina*), hickory (*Carya* spp.), sycamore (*Platanus occidentalis*), sweet gum (*Liquidambar styraciflua*), maples (*Acer* spp.), and tulip poplar (*Liriodendron tulipifera*). Three-gallon containerized trees will be planted at a density of approximately 60 stems per acre.

ENVIRONMENTAL BENEFITS STATEMENT

The overriding environmental benefit of this wetland restoration project is to retain nutrients in stormwater runoff, reduce the nutrient load reaching the Salt River, and offset the impacts of violations of the Clean Water Act on the Salt River. The presence of excess nutrients in this drainage is evidenced from the heavy algae growth in standing water and wetland areas and can also be assumed based on adjacent land uses. Runoff from the former agricultural fields, former hog operation, current maintenance/storage facility, existing roadway, and existing mowed lawn likely contain increased levels of nutrients, as well as sediment and associated pollutants.

Wetlands are uniquely adapted to capturing and retaining sediment, nutrients, and related pollutants in stormwater runoff. The created wetlands on this project will help slow water flow through the

system with their flat/depressional surface areas and dense vegetation growths. The slowing of stormflows will allow sediment and associated nutrient and pollutant loads to settle out before the water flow proceeds downstream to the Salt River. The lush growth of vegetation in these wetlands will help absorb and take up these nutrients. In addition to the wetlands themselves, the proposed upland forest buffer will also help reduce runoff and nutrient loads to the system. Compared to the current mowed fields, the created forest will physically slow runoff and provide greater water and nutrient uptake with extensive tree roots and deeper native herbaceous roots.

In addition to water quality, the proposed restoration project will help improve wildlife/aquatic habitat in the Salt River floodplain through extending the existing wetland/forest slough corridor, as well as support increased opportunities for outdoor education/recreation. Additional benefit will be gained from this project due to its: location within existing parkland and proximity to adjacent slough wetlands, which are permanently protected in a conservation easement area; location within the Salt River floodplain; and the association with additional wetland and natural area restoration activity that has been conducted nearby in the park (including wetland establishment, lake/slough preservation, and upland buffer restoration). Ownership of the site by the City of Shepherdsville will help ensure long-term stewardship through on-going maintenance and management.

Thus, the wetland restoration activities in this SEP will serve to offset nutrient loading to the Salt River due to sanitary sewer overflows.

COSTS

Costs for the proposed wetland restoration efforts have been calculated based on consultation with excavation/grading contractors, native tree and seed nurseries, and landscape professionals, as well as our experience on numerous similar projects throughout the region. The detailed costs for the proposed project are presented in table below:

Detailed Expense Table

ITEM	UNITS	UNIT COST	TOTAL COST
GRADING			\$21,250
Excavate new wetlands (haul away material)	4,000 cy	\$3.00 / cy	\$12,000
Stockpile and re-apply topsoil	1,100 cy	\$2.50 / cy	\$ 2,750
Install silt fence	1,000 ft	\$3.00 / ft	\$ 3,000
Seed soil deposition area	1.0 acre	\$2,000 / acre	\$ 2,000
Seed graded sideslope	0.5 acre	\$3,000 / acre	\$ 1,500
PLANTING			\$14,700
Plant wetland shrubs (3-gal containers)	30 containers	\$20.00/containers	\$ 600
Plant wetland plugs	1,500 pots	\$5.00/pot	\$ 7,500
Plant upland trees (3-gal containers)	150 containers	\$20.00/containers	\$ 3,000
Seed created wetlands	1.2 acre	\$3,000 / acre	\$ 3,600
TOTAL			\$35,950

cy = cubic yard; ft = foot; gal = gallon

Note: costs include labor and materials; seeding will be done via seed drill

Thus, the proposed restoration activities can be completed for approximately \$36,000.

IMPLEMENTATION SCHEDULE

The primary considerations for scheduling this wetland restoration work include: conducting excavation and grading activity during the drier months of the year to limit erosion and sedimentation impacts; focus seeding in early fall or spring to maximize germination and seedling establishment; planting wetland plugs in the mid to late spring for maximum survival and growth; and planting of woody trees and shrubs in the dormant period of December through mid-March to ensure successful survival and growth. The schedule for the project is summarized in the following table.

Project Implementation Schedule

ITEM	START DATE	COMPLETION DATE
PROJECT START	July 1, 2010	
Excavate new wetlands	7/1/10	9/1/10
Seed exposed areas	9/15/10	9/30/10
Seed created wetlands	9/15/10	9/30/10
Plant wetland shrubs	12/1/10	12/31/10
Plant upland trees	12/1/10	12/31/10
Plant wetland plugs	5/1/11	5/31/11
PROJECT COMPLETION		May 31, 2011

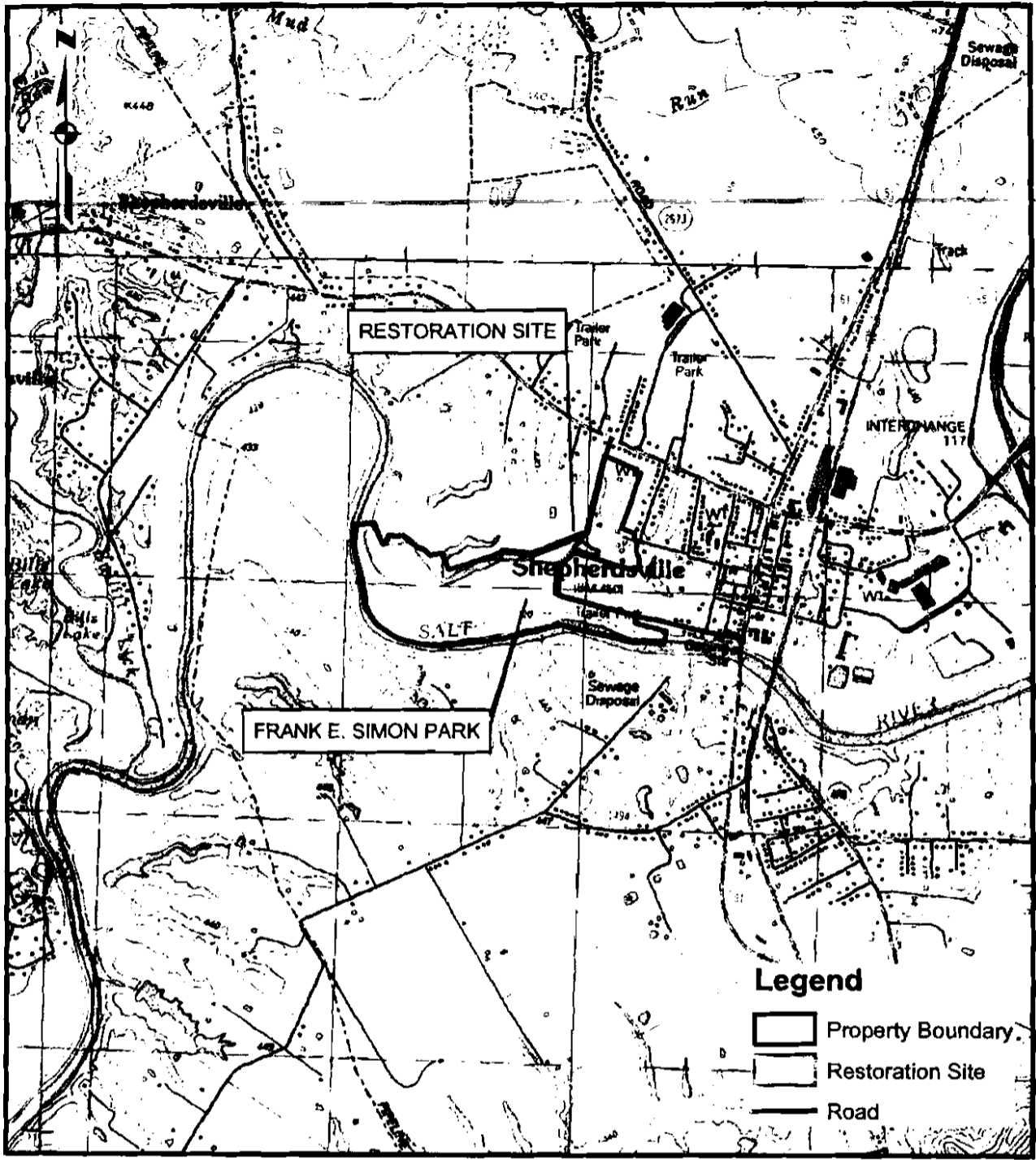
This schedule may be adjusted based on field and weather conditions, as well as project or agency requirements.

SUMMARY

We trust this Plan adequately describes the proposed Shepherdsville SEP wetland restoration project and its important role in controlling nutrient loading to the Salt River. Key components of the project will entail enhancement of the existing western slough through planting of native wetland shrubs, restoration/creation of emergent wetlands along the central drainageway and eastern scrub areas through grading and planting of native wetland herbaceous species, and restoration of forested upland buffer by planting native floodplain and riparian trees in the central drainageway and eastern scrub area above the wetlands. The proposed natural area restoration activities will help retain sediment and related nutrients/pollutants in existing stormwater runoff and help offset nutrient loading to the Salt River due to sanitary sewer overflows.

FIGURES

SOURCE: USGS TOPOGRAPHIC QUADRANGLE MAP, SHEPHERDSVILLE



0 1,000 2,000 4,000 6,000 8,000 Feet

SHEPHERDSVILLE SEP
BULLITT COUNTY, KENTUCKY



SITE LOCATION MAP

FILE: Redwing/10-010/Figures/SiteLocation

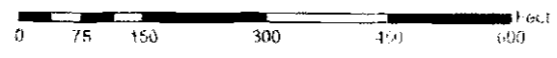
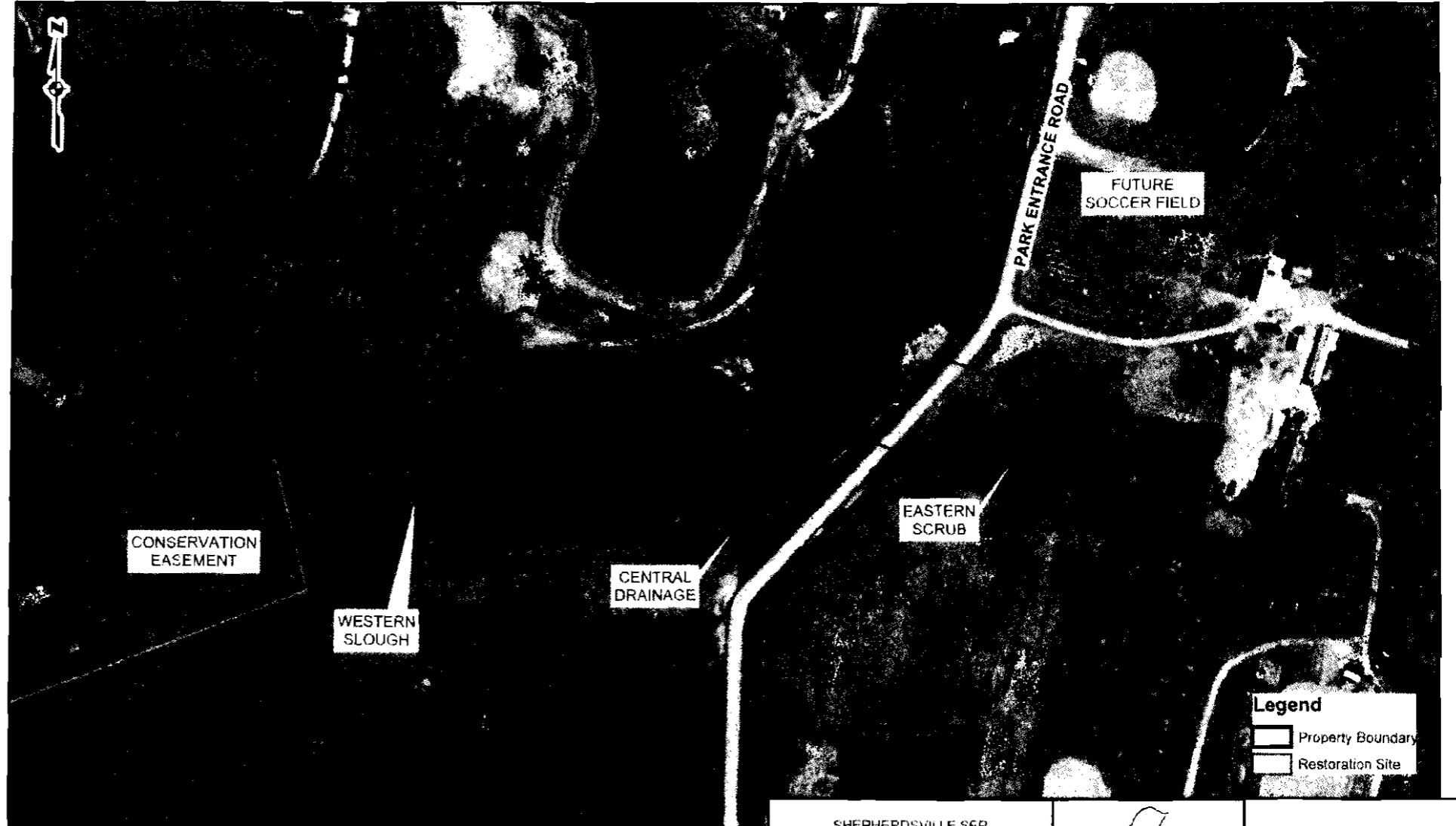
REDWING PROJECT 10-010

REVISION DATE 3/8/10

DRAWN BY LAD

FIGURE 1

SOURCE: Kentucky's Statewide 2" Aerial Imagery (2006)



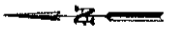
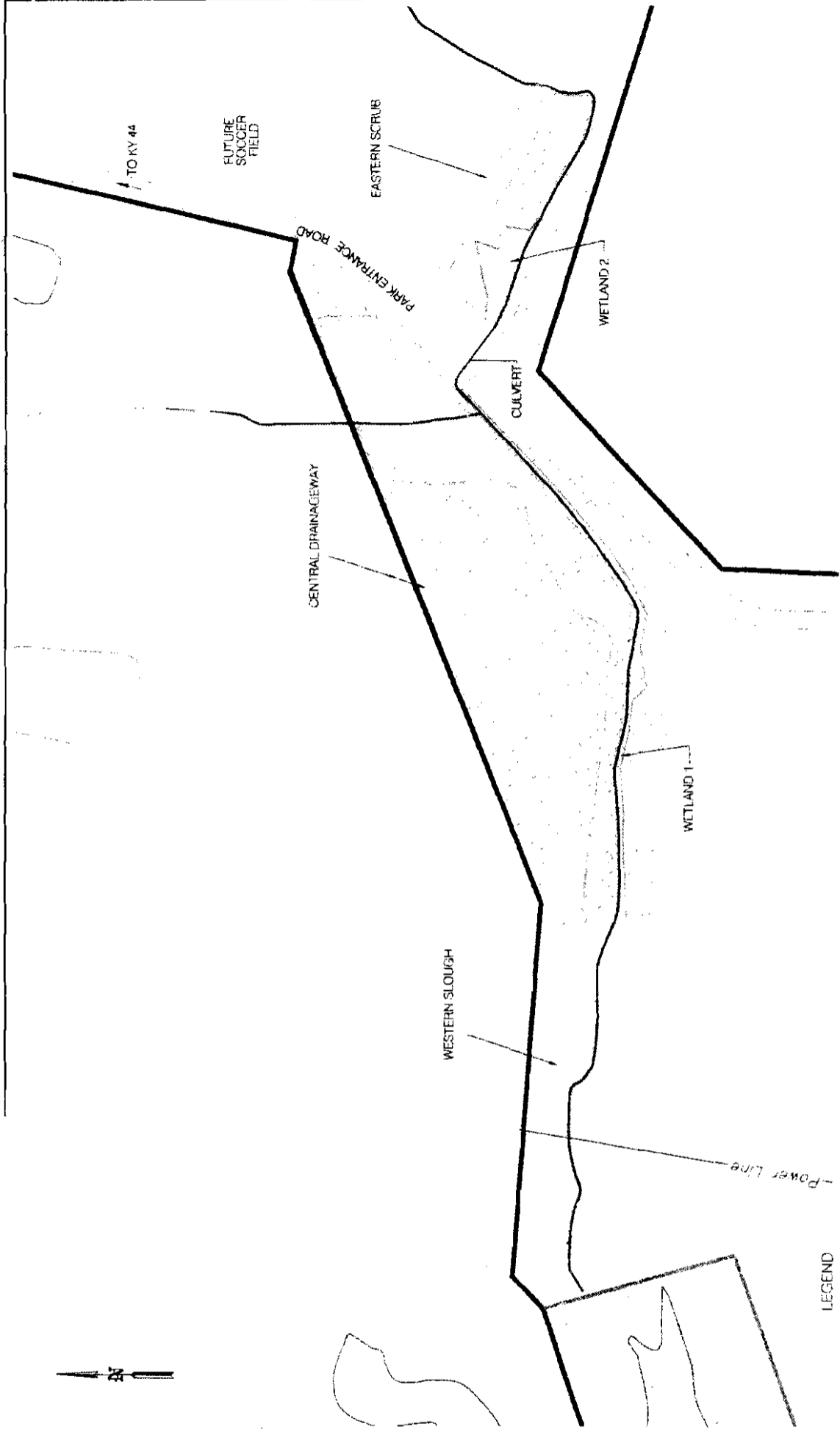
SHEPHERDSVILLE SEP
BULLITT COUNTY, KENTUCKY

FILE: Redwing10-010F.gis/AerialB 3
REDWING PROJECT 10-010



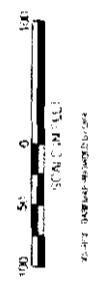
EXISTING CONDITIONS MAP

FIGURE 2



LEGEND

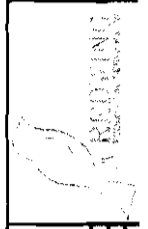
- PARK BOUNDARY
- FENCELINE
- EXISTING STREAM/DRAINAGE
- EXISTING WETLAND
- WETLAND SLOUGH ENHANCEMENT
- WETLAND ESTABLISHMENT
- UPLAND FOREST BUFFER



DATE: 04/24/2010 10:04 AM

SHEPHERDVILLE SEP
BULLITT COUNTY, KENTUCKY

SHEPHERDVILLE SEPT 2010
PROJECT NO. 2010-01
DATE: 04/24/2010



CONCEPTUAL RESTORATION MAP

FIGURE 3



Photograph 1: Western portion of central drainage in foreground and upper portion of existing western slough in background, facing west. Note linear wetland formation along bottom of drainage. Shepherdsville SEP Restoration Site. March 6, 2010.



Photograph 2: Existing slough west of SEP restoration site in area protected by conservation easement. Shepherdsville SEP Restoration Site. March 6, 2010.



Photograph 3: Wetland formed in central portion of central drainage area, facing northwest. The drainage bottom will be widened to create additional wetlands and the currently mowed sideslopes will be planted with riparian and floodplain forest tree species. Shepherdsville SEP Restoration Site. March 6, 2010.



Photograph 4: Central drainage area, facing southwest from park entrance road. Activities here will include wetland establishment and upland buffer restoration. Shepherdsville SEP Restoration Site. March 6, 2010.



Photograph 5: Eastern scrub area, which will be graded to create additional wetland area. Note small stream in foreground. Shepherdsville SEP Restoration Site. March 6, 2010.



Photograph 6: Existing wetland along drainage bottom in eastern scrub area, facing west toward park entrance road and central drainage (background). Additional wetlands will be established by enlarging this area. Shepherdsville SEP Restoration Site. March 6, 2010.

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE COMPLETED BY THE ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: Mary Mattox on 6/11/10
(Name) (Date)

in the WPD/CWEB/West NPDES Enforcement Section at (404) 562- 9733
(Office) (Telephone Number)

Non-SF Judicial Order/Consent Decree
USAO COLLECTS

Administrative Order/Consent Agreement
FMO COLLECTS PAYMENT

SF Judicial Order/Consent Decree
DOJ COLLECTS

Oversight Billing - Cost Package required:
Sent with bill

Not sent with bill

Other Receivable

Oversight Billing - Cost Package not required

This is an original debt

This is a modification

PAYEE: City of Shepherdsville, KY
(Name of person and/or Company/Municipality making the payment)

The Total Dollar Amount of the Receivable: \$ 40,000
(If installments, attach schedule of amounts and respective due dates. See Other side of this form.)

The Case Docket Number: CWA-04-2010-4502(b)

The Site Specific Superfund Account Number: _____

The Designated Regional/Headquarters Program Office: Water Protection Division

TO BE COMPLETED BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number is: _____ Date: _____

DISTRIBUTION:

A. **JUDICIAL ORDERS:** Copies of this form with an attached copy of the front page of the **FINAL JUDICIAL ORDER** should be mailed to:

- | | |
|--|---|
| 1. Debt Tracking Officer
Environmental Enforcement Section
Department of Justice RM 1647
P.O. Box 7611, Benjamin Franklin Station
Washington, D.C. 20044 | 2. Originating Office (EAD)
3. Designated Program Office |
|--|---|

B. **ADMINISTRATIVE ORDERS:** Copies of this form with an attached copy of the front page of the Administrative Order should be to:

- | | |
|--|---|
| 1. Originating Office
2. Regional Hearing Clerk | 3. Designated Program Office
4. Regional Counsel (EAD) |
|--|---|

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM
PROGRAM SPECIFIC INFORMATION
PROGRAM: _____

Case Docket Control Number: CWA-04-2010-4502(b)

Total Amount Due: \$ 40,000 w/ SEP 33,000

Full payment due 30 days after issuance date of signed CA/FO

Installment payments to be paid:

Amount Due:	Date Due:
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____