

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)
)
City of Belton)
Wastewater Treatment Facility) **Order No. 2016-WPCB-1348**
)
Serve:)
The Honorable Jeff Davis, Mayor)
City of Belton)

ABATEMENT ORDER ON CONSENT

NOTICE TO RECIPIENTS OF ABATEMENT ORDERS ON CONSENT

The issuing of this Abatement Order on Consent (AOC) No. 2016-WPCB-1348, by the Department of Natural Resources, is a formal administrative action by the state of Missouri and is being issued because the city of Belton violated the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 640.130, 640.131, 644.056 and 644.079, RSMo. Failure to comply with this AOC is, by itself, a violation of the MCWL Section 644.076.1, RSMo. Litigation may occur without further administrative notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the Respondents of liability for, or preclude the department from, initiating an administrative or judicial enforcement action to recover civil penalties for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

FINDINGS OF FACT

1. The city is a home rule charter municipality with a population of approximately 23,182 residents. The city owns and operates a wastewater treatment facility (WWTF) that consists of an extended aeration oxidation ditch. The WWTF is located in the NW ¼, Section 7, Township 45 North, Range 32 West, in Cass County. The design flow of the WWTF is 2.26 million gallons per day and the actual flow is 1.84 million gallons per day with a design population equivalent of 22,600. Design sludge production is 339 dry tons per year and sludge is disposed in a solid waste landfill. The actual dry tons of sludge disposed of per year is 133 per year over the last five years and 148 per year over the last ten years. The WWTF currently operates pursuant to the terms and conditions of Missouri State Operating Permit (MSOP) No. MO-0117412.

2. MSOP No. MO-0117412 was re-issued to the city on February 21, 2012, and expires by its own terms on February 20, 2017. The MSOP authorizes the discharge of treated effluent from the WWTF in accordance with the effluent limitations and monitoring requirements set forth in the MSOP. Treated effluent discharges to East Creek.

3. East Creek is waters of the state as the term is defined by Section 644.016 (27), RSMo.

4. Domestic wastewater is a water contaminant as the term is defined in Section 644.016 (24).

5. On September 30, 2013, the city reported a Sanitary Sewer Overflow (SSO) to the department, according to the requirements of MSOP No. MO-0117412, and department staff conducted an investigation of the SSO discharge. Staff determined that the SSO was due to an

equipment failure at the main lift station serving the treatment plant. During this inspection, staff observed dead fish floating in the pools at the mixing zone and downstream of East Creek where the sewage had entered the stream. Missouri Department of Conservation (MDC) staff conducted a count of the dead fish in East Creek and reported a total of 415 dead fish. Department staff collected samples from East Creek and the sampling results revealed that Dissolved Oxygen (DO) in the mixing zone (0.25 mg/L) and downstream (0.57 mg/L) violated the state of Missouri's water quality standards, which states that any DO values below 5.0 mg/L are a significant violation.

6. The city reported that the computer system failed to alarm when the level in the wet well at the lift station began to rise that maintenance was conducted on the computer system at approximately 12:00 hours on September 27, 2013. The city also reported that a mechanical float system also failed to turn on the pumps in the lift station because of a faulty relay.

7. On December 9, 2013, the department issued Notice of Violation (NOV) No. KC2013110515443151 to the city for causing pollution and discharging water contaminants into East Creek and failing to provide a working alarm system for the lift station on September 30, 2013.

8. On August 20, 2014, the city reported a SSO at the sewer line extension construction site to the department, according to the requirements of MSOP No. MO-0117412. Department staff conducted an investigation of the SSO discharge and observed dead fish, strong odors, gray water color, sludge, and flocculent downstream of the SSO in Oil Creek. Staff collected samples from Oil Creek and sampling results revealed low DO concentrations in the mixing zone (0.88 mg/L) and downstream (0.21 mg/L), in violation of the water quality

standards. MDC staff conducted a count of the dead fish in Oil Creek and reported a total of 520 dead fish.

9. On October 22, 2014, the department issued NOV No. KCR2014090913254830 to the city for causing pollution and discharging water contaminants into Oil Creek on August 20, 2014.

10. From January 16, 2012, to November 29, 2014, the city experienced 27 SSOs within its collection and treatment system. Eleven of the SSOs coincided with rain events and 16 SSOs occurred during dry weather. The city has worked to reduce the number of SSOs through a comprehensive Inflow and Infiltration reduction program and other collection system improvements; particularly over the last five years.

11. Section 644.076.1, RSMo makes it unlawful to violate the MCWL and regulations promulgated pursuant thereto and establishes penalties up to \$10,000.00 per day per violation.

STATEMENT OF VIOLATIONS

The Respondents have violated the MCWL and its implementing regulations as follows:

12. On September 30, 2013, the city caused pollution of East Creek, and on August 20, 2014, the city caused pollution of Oil Creek, waters of the state, or placed or caused or permitted to be placed a water contaminant, in a location where it is reasonably certain to cause pollution of waters of the state, in violation of Sections 644.051.1(1) and 644.076.1, RSMo.

13. On September 30, 2013, and August 20, 2014, the city discharged water contaminants, human sewage, into waters of the state, which reduced the quality of such waters below the Water Quality Standards established by the Missouri Clean Water Commission,

resulting in a Fish Kill, in violation of Sections 644.051.1(2) and 644.076.1, RSMo, and 10 CSR 20-7.031(3)(B).

14. On September 30, 2013, failed to provide a working alarm system for the lift station , in violation of Sections 644.051.1(3) and 644.076.1, RSMo, and 10 CSR 20-8.130(7).

AGREEMENT

15. The department and the city desire to amicably resolve all claims that may be brought against the Respondents for violations alleged above in Statement of Violations.

16. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under; through; or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the city under this AOC.

17. The city in compromise and satisfaction of the department's claims relating to the above referenced violations agree without admitting liability or fault, to pay a penalty in the amount of \$32,000.00. The parties further agree that \$4,000.00 shall be paid upfront and the remaining \$28,000.00 will be suspended for a period of two years from the effective date of this AOC on the condition the city comply with the conditions and requirements of this AOC. The payment in the amount of \$4,000.00 shall be in the form of a check made payable to the "Cass County Treasurer, as custodian of the Cass County School Fund" and is due and payable upon execution of this AOC by the city. The check and the signed copy of this AOC shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

18. The city agrees to pay the state's investigative costs in the amount of \$5,370.49 in the form of a check made payable to the "State of Missouri." The check in the amount of \$5,370.49 is due and payable upon execution of this AOC by the city. The check shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

19. The city agrees to complete the Supplemental Environmental Project (SEP) Plan attached to this AOC as Appendix A which is hereby incorporated by reference, and which further describes the city's plan to begin composting a portion of the sludge generated by the WWTF. The department and the city agree that the SEP Plan is intended to secure significant environmental protection and improvements, which are not otherwise required by law. The following terms and conditions apply to the SEP Plan described in Appendix A:

- a. The city agrees to complete the SEP pursuant to the plan and time schedule set forth in the SEP Plan.
- b. The city agrees to spend up to a total of \$70,000.00 implementing the SEP identified in the SEP Plan in calendar years 2016 and 2017. No part of this expenditure shall include federal or state funds, including federal or state low interest loans, contracts, or grants. The city agrees to include documentation of expenditures made in connection with the SEP as part of the SEP Completion Report required below.

- c. The city hereby certifies that it is not required to perform or develop this SEP by any federal, state, or local law or regulation; nor is the city required to perform or develop this SEP by agreement, grant, or injunctive relief in any other case.
- d. Beginning with the first full year after the commencement of the SEP Plan and continuing every year thereafter until the SEP is completed, the city agrees to provide the department an update on the SEP Plan implementation progress and those actions taken to complete the SEP in the preceding year, the actions planned to implement the SEP in the forthcoming year, any current foreseeable delays in implementing the SEP, the action being taken to address such delays, and an itemized accounting of the costs expended for the preceding period and to-date.
- e. The city agrees to submit to the department a SEP Completion Report for the information described in Appendix A no later than 120 days from the date of completion. The SEP Completion Report shall contain the following information: 1) a detailed description of the SEP as implemented; 2) itemized costs; 3) an acknowledgement that the SEP has been fully implemented in accordance with the SEP Plan and the provisions of this AOC; and 4) a summary of the environmental and public health benefits resulting from the implementation of the SEP.

- f. In the event that the department rejects a SEP Completion Report as required above, the city shall submit a revised completion report within 30 days receipt of the department's rejection letter.
- g. Any public announcement, oral or written, made by the city pertaining to the city undertaking the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforceable action by the department."
- h. If the total amount expended on implementing the SEP is less than a total of \$70,000.00 in calendar years 2016 and 2017, the city shall be subject to a stipulated penalty equal to the difference between the amount spent and \$70,000.00.

20. Within 60 days of the effective date of this Order, the city is ordered and agrees to submit to the department, for review and approval, a Capacity, Management, Operation, and Maintenance (CMOM) Program evaluate the causes of and to prevent future SSOs to the department.

21. Within 15 days of receipt of department comments on the CMOM, the city agrees and is ordered to respond in writing to the department, addressing all department comments on the CMOM to the satisfaction of the department.

22. Immediately upon department approval of the CMOM, the city agrees and is ordered to implement the CMOM.

SUBMISSIONS

23. All other documentation submitted to the department for compliance with this Order shall be submitted within the timeframes specified to:

Ms. Lauren Lewis
Department of Natural Resources
Water Protection Program
Compliance and Enforcement Section
P.O. Box 176
Jefferson City, Missouri 65102-0176

OTHER PROVISIONS

24. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the city shall notify the department by telephone or electronic mail i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five days of notifying the department, the city shall submit to the department for review and approval a written request containing the same information. The department may grant an extension if it deems appropriate. Failure to submit a written notice to the department may constitute a waiver of the city's right to request an extension and may be grounds for the department to deny the extension.

25. Should the city fail to meet the terms of this AOC, including the deadline for submission of documentation set out in Paragraphs 18 and 19, the city shall be subject to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$100.00 per day
31 to 90 days	\$250.00 per day
91 days and above	\$500.00 per day

Stipulated penalties will be paid in the form of a check made payable to “Cass County Treasurer, as custodian of the Cass County School Fund”. Any such stipulated penalty shall be paid within ten days of demand by the department and shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

26. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification or any other requirements of the MCWL and regulations, or any other source of law. Nor does this Order resolve any future violations of this Order or any law or regulation. Consistent with 10 CSR 20-3.010(5), this Order shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

27. Nothing in this AOC forgives the city from future non-compliance with the laws of the state of Missouri, nor requires the department or state of Missouri to forego pursuing by any legal means any non-compliance with the laws of the state of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those within are expressly set forth herein. The terms of this AOC supersede all previous memoranda or understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

28. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

29. The effective date of the AOC shall be the date the department signs the AOC.
The department shall send a fully executed copy of this AOC to the city for their records.

30. The city shall comply with the MCWL, Chapter 644, RSMo, and its implementing regulations at all times in the future.

COST ANALYSIS FOR COMPLIANCE

Pursuant to Section 644.145(2)(c), the city hereby waives the requirement for the department to develop a Cost Analysis for Compliance with respect to the requirements required by this AOC No. 2016-WPCB-1348.

NOTICE OF APPEAL RIGHTS

By signing this AOC, the city consents to its terms and waive any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

SIGNATURE AUTHORITY

Agreed to and Ordered this 10th day of May, 2016

J. W. Davis
Jeff Davis, Mayor
City of Belton

Agreed to and Ordered this 21st day of June, 2016

for Leanne Tippet Mosby
Leanne Tippet Mosby, Director
Division of Environmental Quality
Missouri Department of Natural Resources

Copies of the foregoing served by certified mail to:

The Honorable Jeff Davis, Mayor
City of Belton
506 Main Street
Belton, MO 64012.

CERTIFIED MAIL # 7012 2920 0002 0662 8711

c: Mr. Mitch Roberts, Director, Kansas City Regional Office
Ms. Diane Huffman, Environmental Protection Agency
Mr. Chris Wieberg, Chief, Operating Permits Section
Ms. Rebecca O'Hearn, Missouri Department of Conservation
Missouri Clean Water Commission
Accounting Program

Appendix A

Supplemental Environmental Project

Introduction

Currently, the sludge from the city of Belton Waste Water Treatment Plant (WWTP) is delivered to the Courtney Ridge Landfill for disposal. On an annual basis this amounts to approximately 1,440 cubic yards of sludge. This process involves 95 trips to the landfill and two man hours per trip. This also requires one of the three plant operators to be gone from the plant, which means shutting down the sludge dewatering process while he/she is making the delivery to Courtney Ridge.

Composting is an environmentally responsible alternative to wastewater sludge disposal, which provides beneficial products for use in soil remediation and mulching. An Exceptional Quality Class A Biosolids product, which has to meet strict pathogen and metals limits, can be used without regulatory oversight on gardens, ball fields, lawns, and any other area where soil enrichment would benefit growth.

Benchmarking

Last year city staff toured the St. Peters Missouri Composting Facility. They started their process with an asphalt pad and a loader mixing the sludge with the wood chips manually and piling the mixture into rows. When it was time to turn the rows or screen the compost, those processes were contracted out. As they refined their process, it grew into a computer controlled/monitored eight bay composting station, and they had purchased all the necessary equipment to complete the process. Their process is now able to provide citizens and contractors top soil, compost, and mulch at reasonable costs. The WWTP uses all sludge produced by their WWTP and also receives sludge from other facilities. As an example, some of this product was used as a soil amendment on a road/curb repair in a citizen's yard. The new grass was thicker and richer in color than the rest of his yard. This citizen used this product on the rest of his yard to beautify his property.

Site Location

The city will not need to acquire land for this project as the WWTP sits on 60 acres. The area in the northeast corner is relatively flat and is higher in elevation than the treatment facility. This would provide a means of controlling runoff to prevent untreated or partially treated compost from making it to waterways.



Recommendation:

Beginning in FY 2017, budget for the initial startup of the program to supply enough volume to meet the Parks Department needs and to have some small volume for other internal needs. This site and the operational characteristics can be scaled up if and when it is desired. It must also be noted that the city would be required to request a modification to the Missouri State Operating Permit to add composting to the sludge disposal in addition to landfilling.

The initial goal in years one and two is to reduce landfill waste by 20%, reducing operational costs by \$7,200.00. This cost benefit alone may not warrant the program, but there are cost benefits to the Parks Department, citizens in the form of brush drop off, and certainly an environmental benefit.

Schedule of Completion:

- A. By December 31, 2016, the city agrees to complete construction of the sludge composting facility.

- B. By June 30, 2017, the city agrees to fully operate the sludge composting facility to allow for a 20 percent reduction of landfilled sludge in the first year of operation.
- C. By January 28, 2018, the city agrees to submit a report to the department's Compliance and Enforcement Section detailing the percentage of sludge that was composted during calendar year 2017.
- D. By January 28, 2019, the city agrees to submit a report to the department's Compliance and Enforcement Section detailing the percentage of sludge that was composted during calendar year 2018.