

a. Effective immediately, the facility shall be placed on Division of Water's Sewer Sanction list, due to hydraulic loading in excess of 90% of design capacity. This sanction shall continue until all parties hereto agree and until the City receives written notification from Division of Enforcement that sanction has been terminated or modified. The sanction shall require all sewer line extensions and plumbing taps to be pre-approved by Division of Water. The City may request exemptions to the sanction on a case-by-case basis utilizing a Sewer Sanction Exemption Request Form. In order to ensure compliance, Division of Water will evaluate each exemption request and will approve or deny such request consistent with KPDES permit KY0034444, 401 KAR Chapter 5:005 and all terms of this Agreed Order. If an exemption is granted for a sewer line extension, plans and specifications for the sewer line extension must be approved by Division of Water prior to the commencement of construction. Upon completion of construction, the City shall not allow wastewater flow in the new lines until construction has been certified by a licensed professional engineer as being completed in accordance with approved plans and specifications. Construction approved by the Division of Water prior to April 26, 2005 is not affected by this sanction.

b. The City shall submit by ^{December 08}~~November~~ 15, 2006, to Division of Enforcement for review and acceptance, a written plan for Corrective Actions (CAP) and schedule of compliance with a completion date of ^{December 08}~~November~~ 15, 2008, to ensure compliance with permit requirements, including, but not limited to, Dissolved Oxygen, Total Suspended Solids, Total Residual Chlorine, Biological Oxygen Demand, and fecal coliform parameters at the facility. The CAP shall outline actions that will be taken to avoid excursions of the above-mentioned parameters. Upon written notification that Division

of Enforcement accepts the CAP, the City shall immediately begin implementation of the CAP. If Division of Enforcement does not accept the CAP, upon request of written notification, the City has fifteen (15) days to submit an amended CAP. If the City has received no response from Division of Enforcement within thirty (30) days of the Division's receipt of the CAP, such plan shall become effective upon the expiration of that thirty (30) day period. Implementation of the CAP shall be completed by no later than ^{JANUARY 15} ~~December~~ 15, 2006. ^{DB}

c. The City shall develop and submit by June 1, 2007, to Division of Enforcement for Division of Water review and acceptance, a Sanitary Sewer Evaluation Study (SSES), conducted by Rural Water, of the entire facility collection system, as set forth in 401 KAR Chapter 5. The SSES shall: 1) identify all significant sources of I/I into the collection system; 2) contain a compliance schedule and description of corrective actions to be undertaken for correcting all cost-effective sources of I/I into the collection system; 3) contain updated, detailed maps, sketches and schematic diagrams of the current collection system; and 4) determine whether or not it is more cost-effective to remove or to transport and treat the I/I at the facility WWTP. If Division of Water does not accept the written SSES, modifications to the plan, including the compliance schedule contained therein, shall be made in accordance with Division of Water specifications. The modified written SSES shall be resubmitted to Division of Enforcement within thirty (30) days of receipt of the aforementioned specifications from Division of Water. The City shall initiate the I/I corrective actions in accordance with the written SSES and its approved compliance schedule. The City shall complete the rehabilitation or

modification set forth in the accepted SSES no later than two (2) years from the execution of this Agreed Order.

d. The City shall submit to Division of Enforcement, quarterly progress reports by the 28th day of the month following each calendar quarter. The initial report shall be due by January 28, 2007, with subsequent submittals continuing as long as this Agreed Order remains in effect. The reports shall summarize the current facility WWTP and collection system activities, including a summary of daily flow measurements, permit limit violations, an explanation of any occasion of a violation of permit limit, and corrective actions that were taken to correct the violation of the permit limit and prevent future violations for the reporting period. The reports shall also summarize any bypasses that occurred in the reporting quarter, the reason the bypass occurred, and what corrective actions were taken to remedy any environmental impact from the bypass. Finally, the reports shall include updates on the SSES required in paragraph 12 c of this Agreed Order. Quarterly progress reports shall continue until this Agreed Order is terminated.

e. Bypasses are prohibited except as provided in 401 KAR 5:065 Section 1 (13). The City shall report to the Cabinet all bypasses and spills of untreated or partially treated wastewater from its facility. Such reports shall be made as soon as the City is made aware of such an event. If the City has knowledge in advance of the necessity to bypass, it shall notify the Cabinet as far in advance as possible. Bypass and spill notifications shall be made by calling the Cabinet's 24-hour Environmental Emergency Hotline at (800) 928-2380 and Division of Water's London Regional Office at (606) 878-0157.

f. Within two (2) years of execution of this Agreed Order, McKee WWTP shall be in full compliance with KRS Chapter 224 and the regulations promulgated pursuant thereto, and all the terms and conditions of KPDES Permit KY0034444.

PENALTIES

13. The City is assessed a civil penalty in the amount of ten thousand dollars (\$10,000). The City shall pay the Cabinet one thousand five hundred dollars (\$1,500). The Cabinet will probate the remaining thirteen thousand five hundred dollars (\$8,500) dependent upon the City's compliance with all requirements of this Agreed Order. If the City fails to comply with the requirements of this Agreed Order, the probated civil penalty of thirteen thousand five hundred dollars (\$8,500) is owed to the Cabinet and is payable within fourteen (14) days of receipt of written notice from the Cabinet. In addition, the City may be subject to any additional penalties that may be incurred resulting from this and other violations of this Agreed Order, KRS Chapter 224, and the regulations promulgated pursuant thereto. The probated civil penalty shall terminate providing the City complies with the requirements of this Agreed Order.

14. The City shall pay a civil penalty of one thousand five hundred dollars (\$1,500.00) to the Cabinet which shall be payable in eighteen (18) monthly payments of eighty three dollars and thirty three cents (\$83.33). The first payment shall be due no later than ten (10) days after this Agreed Order is signed by the City and subsequent payments shall be made on the same day of each month, beginning thirty (30) days after this Agreed Order is entered by the Secretary or her designee and thereafter for the next seventeen months. If the City fails to pay

penalty shall be immediately due and payable in full at the option of the Cabinet upon notice to the City.

15. Payment of civil penalties shall be made payable to "Kentucky State Treasurer" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 14 Reilly Road, Frankfort, Kentucky 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order addresses only those violations specifically described above. Other than those matters resolved by entry of this Agreed Order nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and the City reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and the City reserves its defenses thereto.

17. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to the City. The City reserves its defenses thereto, except that the City shall not use this Agreed Order as a defense.

18. The City waives its right to any hearing on the matters admitted herein. However, failure by the City to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

Page 6 was not from original Agreed Order

to pursue any other appropriate administrative or judicial action under KRS Chapters 224 and the regulations promulgated pursuant thereto.

19. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or her designee. The City may request an amendment by writing the Director of Division of Enforcement at the Department for Environmental Protection, Division of Enforcement, 14 Reilly Road, Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the Agreed Order amendment shall not affect any provision of this Agreed Order unless expressly provided in the Agreed Order amendment.

20. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that the City's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapters 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, the City shall remain solely responsible for compliance with the terms of KRS Chapters 224 and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

21. The City shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of its now-existing city occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer. Whether or not a transfer takes place, the City shall remain fully responsible for payment of all civil penalties and response costs and for performance of all remedial measures identified in this Agreed Order.

22. The Cabinet agrees to allow the performance of the above-listed remedial measures and payment of civil penalties by the City to satisfy the City's obligations to the Cabinet generated by the violations described above.

23. The Cabinet and the City agree that the remedial measures agreed to herein are city-specific and designed to comply with the statutes and regulations cited herein. This Agreed Order applies specifically and exclusively to the unique city referenced herein and is inapplicable to any other site or city.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or her designee as evidenced by her signature thereon. If this Agreed Order contains any date by which the City is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then the City is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon the City's completion of all requirements described in this Agreed Order. The City may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet will notify the City in writing of whether it intends to agree with or object to termination. The Cabinet reserves its right to enforce this Agreed Order, and the City reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

AGREED TO BY:

Dwight K. Budy - Mayor
Authorized agent for the
City of McKee

11-16-06
Date

CITY OF MCKEE, KENTUCKY CORRECTIVE ACTION EVALUATION

The City of McKee (City) and the Kentucky Environmental and Public Protection Cabinet (EPPC) entered into an Agreed Order pertaining to the City's wastewater collection system. The Order stipulated that certain remedial measures be performed by the City in order to bring its wastewater operations into compliance with KRS Chapter 224. One of the stipulated measures is submittal of a written Corrective Action Plan (CAP) to bring the facility into compliance with permit discharge limits. The CAP must include remedial actions to be taken as well as a schedule for compliance.

City officials met with representatives of the EPPC on October 5, 2007, to discuss the Agreed Order and related compliance issues. The City's consultant, Nesbitt Engineering, Inc. (NEI), presented the measures undertaken by the City thus far and future actions to be taken in the near future. Opinions of probable cost were provided by the City to the EPPC. The need for compliance schedules was discussed along the need for coordination with the EPPC.

Remedial measures proposed in the CAP have now been completed and their impacts evaluated. This report describes those results. This report should be considered a companion to the CAP which provides important background information not repeated herein.

PROBLEM SUMMARY

The City's WWTP is rated for 170,000 GPD, daily average, per month. During 2003 and 2004 the plant was sometimes overloaded due to Inflow and Infiltration (I/I) during precipitation events. The City and Kentucky Rural Water both committed resources to determining the location and extent of the problem. These resources included inspection of the sewer lines and manholes using video camera equipment and visual observation.

These and subsequent investigations led to the conclusion that significant infiltration was occurring at eighteen (18) manholes and at a major line break located at a stream crossing. The CAP proposed to replace five (5) of the manholes and rehabilitate the remaining thirteen (13). In addition, the CAP proposed to repair the line break.

A contractor was selected to perform the replacement/repair work. Work commenced in June, 2008 and was completed in November, 2008. Resident observation was provided for all remedial work performed during the repair period.

In addition to the problem areas identified by video camera, the City's Public Works Department identified a major break in a water main. It is believed this potable water was infiltrating the sanitary sewer at point(s) unknown; however, the water line break was located in the vicinity of the some of the sewer repairs. This break was repaired by the City in the spring of 2009. The City continues to repair water line breaks as they are discovered.

IMPACT OF REMEDIAL MEASURES

Inflow to the plant was compiled and analyzed to determine the effectiveness of the repair work performed. The period evaluated was January, 2007 through June, 2010. The inflow data to the plant for the evaluation period is presented below as follows:

2007	Avg. GPD	2008	Avg. GPD	2009	Avg. GPD	2010	Avg. GPD
JAN	224,000	JAN	223,000	JAN	231,000	JAN	121,000
FEB	169,000	FEB	224,000	FEB	208,000	FEB	183,000
MAR	180,000	MAR	239,000	MAR	195,000	MAR	111,000
APR	157,000	APR	185,000	APR	135,000	APR	79,000
MAY	104,000	MAY	146,000	MAY	155,000	MAY	96,000
JUN	65,000	JUN	92,000	JUN	89,000	JUN	65,900
JUL	108,000	JUL	83,000	JUL	55,000	JUL	
AUG	97,000	AUG	75,000	AUG	56,000	AUG	
SEP	73,000	SEP	50,000	SEP	68,000	SEP	
OCT	80,000	OCT	57,000	OCT	86,000	OCT	
NOV	142,000	NOV	164,000	NOV	75,000	NOV	
DEC	254,000	DEC	235,000	DEC	134,000	DEC	
AVERAGE	137,750	AVERAGE	147,750	AVERAGE	123,900	AVERAGE	109,300

Blue indicates the period when major repairs were performed to the sewer system and the water main.

The data set reveals the apparent impacts of the repairs. In the twenty-seven (27) months prior to and during the repair period (January, 2007 through March, 2009) the rated capacity of the plant was exceeded in eleven (11) months and nearly exceeded an additional two (2) months. In the fifteen (15) months since repairs were completed the rated capacity of the plant was exceeded only one (1) month. It should be noted that even though the plant's capacity was exceeded in February, 2010 the exceedence was significantly less than many of the exceedences that occurred prior to the repairs being undertaken.

SUMMARY

The data indicates that the repairs undertaken in 2008 and 2009 have resulted in significant improvements to plant operations. Inflows to the plant will continue to be monitored and if a chronic inflow/infiltration problem again becomes apparent, appropriate measures will be taken to identify the source of the problem and repairs performed. The City believes that submission of this report constitutes full compliance with Remedial Measures 12(b) and (c) of the Agreed Order executed by Mayor Dwight Bishop on November 16, 2006, Case No. DOW 04079.

CITY OF MCKEE, KENTUCKY

Dwight Bishop, Mayor

Date

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APR	157,000	APR	185,000	APR	135,000	APR	79,000
MAY	104,000	MAY	146,000	MAY	155,000	MAY	96,000
JUN	65,000	JUN	92,000	JUN	89,000	JUN	65,900
JUL	108,000	JUL	82,000	JUL	55,000	JUL	
AUG	97,000	AUG	75,000	AUG	56,000	AUG	
SEP	73,000	SEP	50,000	SEP	68,000	SEP	
OCT	80,000	OCT	57,000	OCT	86,000	OCT	
NOV	142,000	NOV	104,000	NOV	75,000	NOV	
DEC	254,000	DEC	235,000	DEC	134,000	DEC	
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CITY OF MCKEE, KENTUCKY

Dwight L. Bishop

 Mayor

10-25-10

 Date



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