



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

September 19, 2025

Sean Lieske, Director
Indian River County Utilities
1801 27th Street
Vero Beach, FL 32960
slieske@indianriver.gov

Re: Indian River County Utilities and Collection System
DW Facility ID # FLA010431, FLA104388, FL0041637, FLA010435, FLSS0A483
Indian River County

Dear Mr. : Lieske

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the above-referenced enforcement case. Please review this document and within 20 days of receipt return a signed copy to the Department. All pages within the Order should be included with your returned signed copy. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Chelsea Justis at 561-681-6645 or via e-mail at Chelsea.Justis@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sirena Davila".

Sirena Davila
Director, Southeast District
Florida Department of Environmental Protection

Enclosure: Consent Order

cc: Jose Vega, Environmental Compliance Analyst
Rich Meckes, Operations manager
Mike Loveday, Wastewater Superintendent

jvega@indianriver.gov
rmeckes@indianriver.gov
mloveday@indianriver.gov

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE SOUTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 22-0150
	)	
INDIAN RIVER COUNTY	)	
_____	)	

This Settlement Agreement (Agreement) is entered into between the State of Florida Department of Environmental Protection (Department) and Indian River County (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Agreement.

3. Respondent is the owner and is responsible for the operation of the following facilities: Indian River County Utilities Department Central (Gifford) WWTF FLA010431, Indian River County Utilities Department North Regional WWTF FLA104388, Indian River County Utilities Department West Regional WWTF FL0041637, and Indian River County Utilities Department South Regional WWTF FLA010435 and the Collection system FLSS0A483. These facilities are located in Indian River County and have collections systems that service much of Indian River County.

4. The Department finds that the following violation(s) occurred:

a. Sanitary sewer overflows or unauthorized discharges, in violation of Rule 62-604.130, F.A.C., and F.S. 403.121(3)(b).

#	SWO#	Date	Vol (gal)	Surface Water	Cause
1	2021-6812	12/3/2021	83,800	NA	Broken FM
2	2022-3365	5/13/2022	41,472	Indian River Lagoon	Tap Saddle Failure
3	2022-7182	9/15/2022	37,100	Lateral J Canal	Broken ARV
4	2022-7641	9/28/2022	302,392	NA	Broken FM (Corrosion)
5	2024-9105	10/09/2024	32,585	NA	Overflow at Central (Gifford) WWTF due to rain

b) Respondent's Emergency Response Plan did not have provisions for sampling the receiving waters after each unauthorized discharge to surface waters, and no sampling was conducted for various of the discharges. The Emergency Response Plan did not include all the required information, in violation of Rule 62-604.500(4)(b). Respondent has implemented the following as part of their Operation and Maintenance Manual:

a) A Surveillance and SSO Detection Program which provides a detailed description of the Respondent's collection system and includes surveillance and SSO detection as well as the equipment needed to carry out the plan and the types and frequency of monitoring to be performed. The assessment included an assessment of the condition of existing connections, lift stations, and manholes.

b) Respondent has implemented an Emergency Response Plan that addresses the Respondent's preparation for, response to, follow-up for, and documentation of unauthorized discharge events.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within **60 days** of the effective date of this Settlement Agreement, submit to the Department an updated Emergency Response Plan that further incorporates all requirements of Rule 62-604.500 (4)(b). The updated Plan shall include the following:

i. How, when and for how long sampling of surface waters will be conducted, who will collect samples and how the samples will be handled and transported to a certified laboratory, including sampling when an unauthorized discharge occurs after business hours, on holidays, or during inclement weather. The Plan shall provide for sampling and analyses to begin within 24 hours. For tidally influenced waters, the Plan shall provide for sampling to begin prior to the tidal change immediately following the cessation of the unauthorized discharge.

ii. The available disinfection and odor control materials and the instances in which they may be used: granular chlorine, lime, any other products; aerators.

iii. The frequency of initial training, refresher training and references to quick reference guides, if any, that are provided to the staff to help during a response to a sanitary sewage overflow event.

iv. The procedure to notify the public of a sanitary sewer overflow. Options could include signs, news media, social media etc.

v. The up-to-date inventory of equipment, supplies and staff who has the authority to get personnel, equipment and materials to the site of the sanitary sewage overflow.

vi. A **schedule** for implementing each of the elements in this Paragraph, with all elements implemented no later than March 31, 2026.

7. Respondent's completion of all corrective actions required by paragraph 6 within the respective deadlines specified thereunder shall constitute full compliance

with Rule 62-620 and 62-604, F.A.C. with respect to the specific violations addressed in this Agreement.

8. Within 30 days of the effective date of this Agreement, Respondent shall pay the Department \$30,495.00 in settlement of the regulatory matters addressed in this Agreement. This amount includes \$29,995.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Agreement. The civil penalty in this case includes 2 violations that each warrant a penalty of \$2,000.00 or more. This penalty only addresses violations occurring from December 2021 to -October 2024, any spills after this date until the closing of the Settlement Agreement can be penalized via stipulated penalties.

9. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 6 of this Agreement. Additionally, Respondent shall pay the Department stipulated penalties for any discharges of wastewater from the WWTF and/or collection/transmission system. Respondent shall pay penalties as follows:

<u>Amount p/day p/ discharge</u>	<u>Discharge Volume</u>
\$1,000.00	up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 10, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Agreement. Any stipulated penalties

assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 8 of this Agreement.

10. Respondent shall make all payments required by this Agreement by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Agreement and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective, and filed with the Clerk of the Department before ability to make online payment is available.

11. **In-Kind Option for Offset of Penalties or Stipulated Penalties:**

In lieu of making cash payment of \$29,995.00 in civil penalties as set forth in paragraph 8 above, Respondent may elect to offset this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Agreement or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$44,992.50. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election within 15 days of the effective date of this Settlement Agreement. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Settlement Agreement. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Agreement remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer

Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit B to this Settlement that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project. If Respondent elects to implement an in-kind project as provided in this paragraph, then Respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

12. Pollution Prevention Option for Offset of Penalties or Stipulated Penalties:

In lieu of making cash payment of \$29,995.00 in civil penalties as set forth in Paragraph 8, Respondent may elect to offset this amount by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this Agreement. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Agreement. Notwithstanding the election to implement a P2 Project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Settlement Agreement. If Respondent elects to implement a P2 Project, Respondent shall submit a completed P2 Project Plan (Plan) within 60 days of the effective date of this Agreement. The Plan must be

completed using Exhibit B, "P2 Project Plan" template. In the event the Department requires additional information to process the Plan described in this paragraph, Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

13. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Chelsea Justis, Southeast District, Department of Environmental Protection, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, Florida, 33406 and SED.Wastewater@dep.state.fl.us.

14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Settlement and the rules and statutes administered by the Department.

15. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Settlement, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the

anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

16. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Agreement, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Agreement. This waiver is conditioned upon Respondent's complete compliance with all the terms of this Agreement.

17. This Agreement is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

18. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Agreement.

19. Respondent is fully aware that a violation of the terms of this Agreement may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

20. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Agreement. Respondent also acknowledges and waives its right to appeal the terms of this Agreement pursuant to section 120.68, F.S.

21. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Agreement will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

22. The terms and conditions set forth in this Agreement may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Agreement constitutes a violation of section 403.161(1)(b), F.S.

23. This Settlement Agreement is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Settlement Agreement will not be effective until further order of the Department.

Persons who are not parties to this Settlement Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Settlement Agreement means that the Department's final action may be different from the position it has taken in the Settlement Agreement.

The petition for administrative hearing must contain all the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;

- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Southeast District Office 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406. Failure to file a petition within the 21-day period

constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Settlement Agreement may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

24. Rules referenced in this Agreement are available at <https://floridadep.gov/ogc/ogc/content/rules>.

FOR THE RESPONDENT:

Print Name

Print Title

Date

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this ____ day of _____, 2025, in Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sirena Davila
Director, Southeast District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Lea.Crandall@dep.state.fl.us

Exhibit A
In-Kind Projects

In-Kind Projects

Proposal

A. Within 60 days of the effective date of this Settlement Agreement, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

B. The proposal shall also include a Certification by notarized affidavit from a senior management official for Miami-Dade County who shall testify as follows:

My name is _____ (print or type name of senior management official)
and do hereby testify under penalty of law that:

1. I am a person with management responsibilities for Indian River County budget and finances. During the eighteen-month period prior to the effective date of Settlement Agreement OGC Case No.: 22-0150 there has not been any transfer or use of funds obtained by Indian River County from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

2. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida
Printed/typed or stamped name:
My Commission Expires:
Commission/Serial No.:

Annual Certification Form

My name is _____ (print or type name of senior management official)
and do

hereby testify under penalty of law that:

1. I am a person with management responsibilities for Indian River County budget and finances. During the twelve-month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by Indian River County from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

2. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____
Notary Public, State of Florida
Printed/typed or stamped name:
My Commission Expires:
Commission/Serial No.:

C. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

D. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be

notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties within 30 days of Department notice.

E. Within 120 days of the effective date of this Settlement Agreement, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Settlement Agreement, then Respondent shall make cash payment of the civil penalties within 30 days of Department notice.

F. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph A of this attachment, Respondent shall complete the entire in-kind project.

G. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

H. In the event Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$29,995.00 penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

I. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs

shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

J. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$29,995.00, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.

Exhibit B

P2 Project Summary (Summary)

(Facility)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions is generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each Project individually. Add or average corresponding figures from each Project table to complete the Summary table, *for multiple Projects.*)

<i>(Project Name)</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh- specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons- specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

<i>Summary of All P2 Projects</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh- specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons- specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							

Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost:** (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.*)

D. **Project Reporting:**

1. Within 30 days of completing the P2 Project, the Respondent shall submit to the Department a P2 Project Final Report that includes the following:

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied. *A statement indicating the date the Project was started and also the date completed.*

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

2. The Department shall review the Final Report and determine:

a. Whether the project was properly implemented; and

b. Which expenses apply toward pollution prevention credits.

3. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.

a. The following costs *are applicable as P2 credits* toward the civil penalty offset amount:

i. Preparation of the P2 Project;

ii. Design of the P2 Project;

iii. Installation of equipment for the P2 Project;

iv. Construction of the P2 Project;

v. Testing of the P2 Project;

vi. Training of staff concerning the implementation of the P2

Project; and

vii. Capital equipment needed for the P2 Project.

b. The following costs *shall not apply as P2 credits* toward the civil penalty offset amount:

i. Costs incurred in conducting a waste audit;

ii. Maintenance and operation costs involved in implementing the

P2 Project;

iii. Monitoring and reporting costs;

- iv. Salaries of employees who perform their job duties;
 - v. Costs expended to bring the facility into compliance with current law, rules and regulations;
 - vi. Costs associated with a P2 Project that is not implemented;
 - vii. Costs associated with a P2 Project that has not been approved by the Department; and
 - viii. Legal costs.
- c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

E. Project Termination:

1. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.
2. If the P2 Project is terminated for any reason, Respondent shall pay the full balance of the allowable portion of the civil penalty within 30 days of written demand by the Department.