

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
Located in Glendale, Colorado (303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

February 14, 2013

Mr. David Rhodes, Deputy Manager of Planning and Development
Denver International Airport
8500 Pena Boulevard, 7th Floor
Denver, Colorado 80249-6340

Certified Mail Number: 7007 0220 0001 0156 8755

RE: Compliance Order on Consent, Number: MC-130213-1

Dear Mr. Rhodes:

Enclosed for DIA's records you will find your copy, with original signatures, of the recently executed Compliance Order on Consent. Please remember that this agreement is subject to a thirty-day public comment period (paragraph 34). Upon initiation, if the Division receives any comments during this period we will contact your office to discuss. Also, please be advised that the first page of the Order was changed in order to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-2356 or by electronic mail at joseph.campbell@state.co.us.

Sincerely,

Joe Campbell
Clean Water Compliance & Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

cc: Celia VanDerLoop, Denver Environmental Health (celia.vanderloop@denvergov.org)
Natasha Davis, EPA Region VIII (davis.natasha@epa.gov)
Brett Icenogle, Engineering Section, CDPHE
Dick Parachini, Watershed Program, CDPHE
Janet Kieler, Permits Section, CDPHE
Barry Cress, DOLA
Michael Beck, Grants and Loans Unit, CDPHE
Tania Watson, Compliance Assurance, CDPHE



COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
DIVISION OF ADMINISTRATION
WATER QUALITY CONTROL DIVISION

COMPLIANCE ORDER ON CONSENT

NUMBER: MC-130213-1

IN THE MATTER OF: THE CITY AND COUNTY OF DENVER
DENVER INTERNATIONAL AIRPORT
DENVER COUNTY, COLORADO

The Colorado Department of Public Health and Environment (“Department”), through the Water Quality Control Division (“Division”), issues this Compliance Order on Consent (“Consent Order”), pursuant to the Division’s authority under §§25-8-602 and 605, C.R.S. of the Colorado Water Quality Control Act (“the Act”) §§25-8-101 to 703, C.R.S., and its implementing regulations, with the express consent of the City and County of Denver (“Denver”), through its enterprise Denver International Airport (“DIA”). The Division, Denver and DIA may be referred to collectively as “the Parties.”

STATEMENT OF PURPOSE

1. The mutual objectives of the Parties in entering into this Consent Order are:
 - a. To resolve all alleged violations of the Act and its implementing regulations based on DIA’s reported wastewater overflow discharges, listed in paragraph 8 below, that occurred between February 25, 2009 and September 3, 2011; and
 - b. To establish compliance requirements and criteria to prevent or minimize future SSOs from DIA’s sanitary sewer collection system.

DIVISION’S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

2. Based upon the Division’s investigation into and review of the compliance issues identified herein, and in accordance with §§25-8-602 and 605, C.R.S., the Division has made the following determinations regarding Denver, DIA, DIA’s sanitary sewer collection system, and DIA’s compliance with the Act and its implementing regulations.
3. DIA is an enterprise of Denver, a municipal corporation and home rule city organized pursuant to the Colorado Constitution.

4. Denver, through its enterprise DIA, is a “person” as defined by §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).
5. Denver, through its enterprise DIA owns and operates a sanitary sewer collection system which is located in the vicinity of 8500 Pena Boulevard in the City and County of Denver, Colorado (the “Facility”).

Unauthorized Discharge and Land Application

6. Pursuant to §25-8-501(1), C.R.S., no person shall discharge any pollutant into any state water from a point source without first having obtained a permit from the Division for such discharge, and no person shall discharge into a ditch or man-made conveyance for the purpose of evading the requirement to obtain a permit under this article.
7. Pursuant to 5 CCR 1002-61, §61.14(1)(a), DIA is required to obtain a permit for all land application discharges unless:
 - a. The discharge is exempted under 5 CCR 1002-61, §61.14(1)(b);
 - b. The discharge is subject to regulation by one of the implementing agencies described in 61.14(2); or
 - c. The owner of a land application system can demonstrate that: (i) the design and operation of the system will result in complete evapotranspiration of the effluent; (ii) there is adequate storage provided for the effluent during periods of inclement weather or where the ground has been frozen unless the provisions of (i) above can be met during the entire year; and, (iii) any augmentation plan or substitute supply plan for the land application site does not provide a credit for return of the effluent to ground water.
8. Division records establish that DIA has reported the following four (4) wastewater release/discharges from its Facility to the Division from February 25, 2009 and September 3, 2011:

Date of Event	Cause of Release/Discharge	Quantity Released/Discharged (Gallons)	Receiving Water
2-25-09	Faulty force main air valve	500	Third Creek
3-16-10	Lift station pump and alarm failure that caused a manhole overflow	1,000,000	Third Creek
3-19-10	Force main repair with an isolation valve mishap and line drain	3,000	Land Application
9-03-11	Collapsed sewer line that caused a manhole overflow	>10,000 (total amount unknown)	Third Creek

9. Wastewater contains, among other substances, biochemical oxygen demand ("BOD"), total suspended solids ("TSS"), and fecal coliform bacteria, which are "pollutants" within the meaning of section 25-8-102(15), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(76).
10. Third Creek is "state waters" as defined by §25-8-103(19), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(102).
11. DIA's Facility and its ancillary equipment, as they relate to each discharge event identified above in paragraph 8, are a "point source" as defined by §25-8-103(14), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(75).
12. Each of DIA's wastewater discharges identified above in paragraph 8 that reached state waters constitutes a "Discharge of Pollutants" as defined by section 25-8-103(3), C.R.S.
13. Division records establish that the DIA does not have any permits authorizing the wastewater discharges identified above in paragraph 8 into state waters.
14. Each of DIA's surface water discharges identified in paragraph 8 above constitute an unauthorized discharge of pollutants from a point source into state waters in violation of section 25-8-501(1), C.R.S.
15. DIA's release of wastewater from its Facility to the land, as identified in paragraph 8 above, constitutes "Land Application" as defined by 5 CCR 1002-61, §61.2(48).
16. DIA's land application discharges, as identified in paragraph 8 above, do not meet any of the exemption criteria of 5 CCR 1002-61, §61.14(1)(a), and therefore are subject to the land application discharge permit requirements.
17. Division records establish that DIA does not have any permits authorizing the land application of wastewater from its Facility.
18. DIA's discharge of wastewater from its Facility to the land, as identified in paragraph 8 above, constitutes unauthorized land application in violation of 5 CCR 1002-61, §61.14(1)(a).

ORDER AND AGREEMENT

19. Based on the foregoing factual and legal determinations, pursuant to its authority under §§25-8-602 and 605, C.R.S., and in satisfaction of the alleged violations cited herein, the Division orders DIA to comply with all provisions of this Consent Order, including all requirements set forth below.
20. DIA agrees to the terms and conditions of this Consent Order. DIA agrees that this Consent Order constitutes a notice of alleged violation and an order issued pursuant to §§25-8-602 and 605, C.R.S., and is an enforceable requirement of the Act. DIA also agrees not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division or by DIA against the Division:

- a. The issuance of this Consent Order;
 - b. The factual and legal determinations made by the Division herein; and
 - c. The Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order under the Act.
21. Notwithstanding the above, DIA does not admit to any of the factual or legal determinations made by the Division herein, and any action undertaken by DIA pursuant to this Consent Order shall not constitute evidence of fault and liability by DIA with respect to the conditions of the Facility.

Compliance Requirements

22. In order to minimize the potential for future wastewater overflows from the Facility, DIA shall undertake the following activities:
- a. Within thirty (30) days from the date of this order, provide to the Division the name and contact information of the Facility's certified operator in responsible charge, and copies of the operator's certifications. The operator in responsible charge report form can be found at <http://www.cdphe.state.co.us/op/ocb/opassist/ORC/ORC.html>.
 - b. Within one (1) year and six (6) months of the effective date of this Consent Order, DIA shall conduct a comprehensive evaluation of the Facility. The evaluation shall consider, at a minimum; the age, physical condition, hydraulic capacity of the Facility, condition/function of alarm systems (including the consideration of both high and low level alarms) and an assessment of pipe inflow and infiltration. In addition, the evaluation shall include considerations for future growth areas that will have a potential impact to the Facility's hydraulic capacity.
 - c. Within one (1) year and seven (7) months of the effective date of this Consent Order, DIA shall submit to the Division the results of the evaluation of DIA's Facility, as referenced in Paragraph 22b. Any corrective measures and associated implementation schedules identified as a result of the evaluation shall become a condition of this Consent Order and DIA shall implement the corrective measures/time schedules as submitted unless notified by the Division that alternate measures or time schedules are appropriate. If the Division imposes alternate measures or time schedules, they shall also become a condition of this Consent Order.
 - d. Within nine (9) months of the effective date of this Consent Order, DIA shall develop or, if applicable, revise its current Site Operating Procedures (SOP) for the Facility. The SOP shall include, at a minimum; Facility drawings, methods for periodically evaluating the Facility's effectiveness at carrying peak flows, implementation and periodic evaluation of pretreatment programs for tenant dischargers (e.g. fats, oils, grease, fuels), and the periodic evaluation, maintenance and testing of the alarm systems. Additionally, the SOP shall include a Preventative Maintenance Program (PMP) for the Facility. The written PMP shall include, at a minimum; a segment/component identified Facility map that identifies pipe diameters/lengths, pipe types and pump sizes, a Facility cleaning program, methods for identifying and plans for managing maintenance issues and problem areas within the Facility and a time schedule for the inspection and maintenance of Facility lines, manholes, lift stations and force mains.

- e. Within ten (10) months of the effective date of this Consent Order, DIA shall submit to the Division a copy of its up-to-date SOP for the Facility, as referenced in Paragraph 22d. Within thirty (30) calendar days of receiving Division comments on submitted documents, DIA shall consider and revise the submitted document(s) to properly address the Division's comments or DIA shall respond in writing outlining why revisions are unwarranted.
- f. Within nine (9) months of the effective date of this Consent Order, DIA shall expand its existing Sanitary Sewer Emergency Response Plan, and integrate it with DIA's existing Spill Reporting Handbook. The expanded Sanitary Sewer Emergency Response Plan shall consider, at a minimum; Facility vulnerabilities, response initiation triggers, notification requirements (consistent with the Division's Guidance for Reporting Spills), signage requirements (onsite and downstream), response equipment availability, response equipment staging locations, personnel training requirements, interim mitigation measures (including field monitoring), and final remedial actions. In addition, the plan shall clarify, through scenarios, how proper spill reporting procedures will be performed.
- g. Within ten (10) months of the effective date of this Consent Order, DIA shall submit to the Division a copy of the expanded Sanitary Sewer Emergency Response Plan, as referenced in Paragraph 22f. Within thirty (30) calendar days of receiving Division comments on submitted documents, DIA shall consider and revise the submitted document(s) to properly address the Division's comments or DIA shall respond in writing outlining why revisions are unwarranted.

CIVIL PENALTY AND SUPPLEMENTAL ENVIRONMENTAL PROJECTS

- 23. Based upon the application of the Division's Civil Penalty Policy (May 1, 1993), and consistent with Departmental policies for violations of the Act, the Division has determined that a penalty of Thirty-Seven Thousand Fifty-Four Dollars (\$37,054.00) is appropriate for the violations cited herein.
- 24. Through the application of the criteria set forth in the Colorado Department of Public Health and Environment's Final Agency-Wide Policy on Settling Administrative and/or Civil Penalties Against Eligible Governmental Entities, the Division has determined the entire penalty can be mitigated through the completion of the following Supplemental Environmental Project ("SEP") identified by DIA and which is valued at One Hundred Eighteen Thousand One Hundred Three Dollars (\$118,153).
- 25. DIA shall undertake the following SEP, which the Parties agree is intended to secure significant environmental or public health protection and improvements.
- 26. DIA shall spend no less than Seventy Four Thousand One Hundred Eight Dollars (\$74,108.00) on the implementation and completion of energy efficiency/pollution prevention upgrades at its facility in Denver County, as further described in Attachment A. If DIA completes the energy efficiency/pollution prevention upgrades specified in Attachment A and does not expend the full Seventy Four Thousand One Hundred Eight Dollars (\$74,108.00), DIA may propose an alternate SEP for Division review and approval that accounts for the remaining balance. The alternate SEP proposal shall be submitted to the Division by July 1, 2013.

27. DIA shall not deduct the expenses associated with the implementation of the above-described SEP for any tax purpose or otherwise obtain any favorable tax treatment of such payment or project.
28. DIA hereby certifies that, as of the date of this Consent Order, it is not under any existing legal obligation to perform or develop the SEP. DIA further certifies that it has not received, and will not receive, credit in any other enforcement action for the SEP. In the event that DIA has, or will receive credit under any other legal obligation for the SEP, DIA shall pay Thirty-Seven Thousand Fifty-Four Dollars (\$37,054.00) to the Division as a civil penalty within thirty (30) calendar days of receipt of a demand for payment by the Division. Method of payment shall be by certified or cashier's check drawn to the order of the "Colorado Department of Public Health and Environment," and delivered to:

Joe Campbell
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CAS-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

29. The SEP must be completed to the satisfaction of the Division, within five (5) months of the effective date of this Consent Order, and must be operated for the useful life of the SEP. In the event that DIA fails to comply with any of the terms or provisions of this Consent Order relating to the performance of the SEP, DIA shall be liable for penalties as follows:
 - a. Payment of a penalty in the amount of Thirty-Seven Thousand Fifty-Four Dollars (\$37,054.00). The Division, in its sole discretion, may elect to reduce this penalty for environmental benefits created by the partial performance of the SEP.
 - b. DIA shall pay this penalty within thirty (30) calendar days of receipt of written demand by the Division. Method of payment shall be as specified in paragraph 28 above.
30. DIA shall submit a SEP Completion Report to the Division within six (6) months of the effective date of this Consent Order. 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, documented by copies of purchase orders and receipts or canceled checks or other forms of proof of payment;
 - d. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Order; and
 - e. A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).
31. Failure to submit the SEP Completion Report with the required information, or any periodic report, shall be deemed a violation of this Consent Order.

32. DIA shall include the following language in any public statement, oral or written, making reference to the SEP: "This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for violations of the Colorado Water Quality Control Act."

SCOPE AND EFFECT OF CONSENT ORDER

33. The Parties agree and acknowledge that this Consent Order constitutes a full and final settlement of the violations cited herein.
34. This Consent Order is subject to the Division's "Public Notification of Administrative Enforcement Actions Policy," which includes a thirty-day public comment period. The Division and DIA each reserve the right to withdraw consent to this Consent Order if comments received during the thirty-day period result in any proposed modification to the Consent Order.
35. This Consent Order constitutes a final agency order or action upon the date when the Executive Director or his designee imposes the civil penalty following the public comment period. Any violation of the provisions of this Consent Order by DIA, including any false certifications, shall be a violation of a final order or action of the Division for the purpose of §25-8-608, C.R.S., and may result in the assessment of civil penalties of up to ten thousand dollars per day for each day during which such violation occurs.
36. The Parties' obligations under this Consent Order are limited to the matters expressly stated herein or in approved submissions required hereunder. All submissions made pursuant to this Consent Order are incorporated into this Consent Order and become enforceable under the terms of this Consent Order.
37. The Division's approval of any submission, standard, or action under this Consent Order shall not constitute a defense to, or an excuse for, any prior violation of the Act, or any subsequent violation of any requirement of this Consent Order or the Act.
38. Notwithstanding paragraph 21 above, the violations described in this Consent Order will constitute part of DIA's compliance history for purposes where such history is relevant. This includes considering the violations described above in assessing a penalty for any subsequent violations against DIA. DIA agrees not to challenge the use of the cited violations for any such purpose.
39. This Consent Order does not relieve DIA from complying with all applicable Federal, State, and/or local laws in fulfillment of its obligations hereunder and DIA shall obtain all necessary approvals and/or permits to conduct the activities required by this Consent Order. The Division makes no representation with respect to approvals and/or permits required by Federal, State, or local laws other than those specifically referred to herein.

LIMITATIONS, RELEASES AND RESERVATION OF RIGHTS AND LIABILITY

40. Upon the effective date of this Consent Order, and during its term, this Consent Order shall stand in lieu of any other enforcement action by the Division with respect to the specific instances of violations cited herein. The Division reserves the right to bring any action to enforce this Consent Order, including actions for penalties or the collection thereof, and/or injunctive relief.
41. This Consent Order does not grant any release of liability for any violations not specifically cited herein.
42. Nothing in this Consent Order shall preclude the Division from imposing additional requirements in the event that new information is discovered that indicates such requirements are necessary to protect human health or the environment.
43. Upon the effective date of this Consent Order, DIA releases and covenants not to sue the State of Colorado or its employees, agents or representatives as to all common law or statutory claims or counterclaims arising from, or relating to, the violations of the Act specifically addressed herein.
44. DIA shall not seek to hold the State of Colorado or its employees, agents or representatives liable for any injuries or damages to persons or property resulting from acts or omissions of DIA, or those acting for or on behalf of DIA, including its officers, employees, agents, successors, representatives, contractors, consultants or attorneys in carrying out activities pursuant to this Consent Order. DIA shall not hold out the State of Colorado or its employees, agents or representatives as a party to any contract entered into by DIA in carrying out activities pursuant to this Consent Order. Nothing in this Consent Order shall constitute an express or implied waiver of immunity otherwise applicable to the State of Colorado, its employees, agents or representatives.

FORCE MAJEURE

45. DIA shall perform the requirements of this Consent Order within the schedules and time limits set forth herein and in any approved plan unless the performance is prevented or delayed by events that constitute a force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of DIA, and which cannot be overcome by due diligence.
46. Within seventy-two (72) hours of the time that DIA knows or has reason to know of the occurrence of any event which DIA has reason to believe may prevent DIA from timely compliance with any requirement under this Consent Order, DIA shall provide verbal notification to the Division. Within seven (7) calendar days of the time that DIA knows or has reason to know of the occurrence of such event, DIA shall submit to the Division a written description of the event causing the delay, the reasons for and the expected duration of the delay, and actions which will be taken to mitigate the duration of the delay.
47. The burden of proving that any delay was caused by a force majeure shall at all times rest with DIA. If the Division agrees that a force majeure has occurred, the Division will so notify DIA. The Division will also approve or disapprove of DIA's proposed actions for mitigating the delay. If the

Division does not agree that a force majeure has occurred, or if the Division disapproves of DIA's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to DIA. Within fifteen (15) calendar days of receipt of the explanation, DIA may file an objection.

48. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Consent Order is found to have been delayed by a force majeure, DIA shall perform the requirements of this Consent Order that were delayed by the force majeure with all due diligence.

DISPUTE RESOLUTION

49. If the Division determines that that a violation of this Consent Order has occurred, that a force majeure has not occurred; that the actions taken by DIA to mitigate the delay caused by a force majeure are inadequate; that DIA's Notice of Completion should be rejected pursuant to paragraph 55 the Division shall provide a written explanation of its determination to DIA. Within fifteen (15) calendar days of receipt of the Division's determination, DIA shall:

- a. Submit a notice of acceptance of the determination; or
- b. Submit a notice of dispute of the determination.

If DIA fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

50. If the Division imposes additional, modified or alternate measures, plans, programs, SOPs or time schedules pursuant to paragraphs 22(b), 22(d), or 22(f) within fifteen (15) calendar days of receipt of the Division's notice of such measures, plans, programs, SOPs or time schedules, DIA shall:

- a. Submit a notice of acceptance of the additional, modified or alternate measures, plans, programs, SOPs or time schedules and begin implementation of such;
- b. Submit a notice of dispute of the additional, modified or alternate measures, plans, programs, SOPs or time schedules.

If DIA fails to do any of the above within the specified time, DIA shall be deemed to have failed to comply with the Consent Order, and the Division may bring an enforcement action, including an assessment of penalties.

51. If DIA files any notice of dispute pursuant to paragraph 49 or 50 the notice shall specify the particular matters in the Division's determination that DIA seeks to dispute, and the basis for the dispute. Matters not identified in the notice of dispute shall be deemed accepted by DIA. The Division and DIA shall have thirty (30) calendar days from the receipt by the Division of the notification of dispute to reach an agreement. If agreement cannot be reached on all issues within this thirty (30) calendar day period, the Division shall confirm or modify its decision within an additional fourteen (14) calendar days, and the confirmed or modified decision shall be deemed effective and subject to appeal in accordance with the Act and the Colorado State Administrative Procedures Act, §§ 24-4-101 through 108, C.R.S.

NOTICES

52. Unless otherwise specified, any report, notice or other communication required under the Consent Order shall be sent to:

For the **Division**:

Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-CAS-B2
Attention: Joe Campbell
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: 303.692.2356
E-mail: joseph.campbell@state.co.us

For the **City and County of Denver**, Denver International Airport:

Denver International Airport
Attention: David Rhodes
8500 Pena Boulevard, 7th Floor
Denver, Colorado 80249-6340
Telephone: 303-342-2646
Email: dave.rhodes@flydenver.com

OBLIGATIONS UNAFFECTED BY BANKRUPTCY

53. The obligations set forth herein are based on the Division's police and regulatory authority. These obligations require specific performance by DIA of corrective actions carefully designed to prevent on-going or future harm to public health or the environment, or both. Enforcement of these obligations is not stayed by a petition in bankruptcy. DIA agrees that the penalties set forth in this Consent Order are not in compensation of actual pecuniary loss. Further, the obligations imposed by this Consent Order are necessary for DIA and the Facility to achieve and maintain compliance with State law.

MODIFICATIONS

54. This Consent Order may be modified only upon mutual written agreement of the Parties.

COMPLETION OF REQUIRED ACTIONS

55. DIA shall submit a Notice of Completion to the Division upon satisfactory completion of all requirements of this Consent Order. The Division shall either accept or reject DIA's Notice of Completion in writing within thirty (30) calendar days of receipt. If the Division rejects DIA's Notice of Completion, it shall include in its notice a statement identifying the requirements that the

Division considers incomplete or not satisfactorily performed and a schedule for completion. DIA shall, within fifteen (15) calendar days of receipt of the Division's rejection, either:

- f. Submit a notice of acceptance of the determination; or
- g. Submit a notice of dispute.

If DIA fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

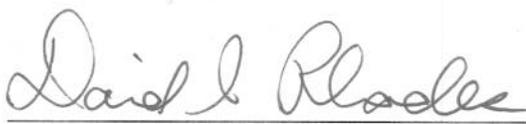
NOTICE OF EFFECTIVE DATE

56. This Consent Order shall be fully effective, enforceable and constitute a final agency action upon the date when the Executive Director or his designee imposes the civil penalty following closure of the public comment period referenced in paragraph 34. If the penalty as described in this Consent Order is not imposed, or an alternate penalty is imposed, this Consent Order becomes null and void.

BINDING EFFECT AND AUTHORIZATION TO SIGN

57. This Consent Order is binding upon Denver, DIA and its elected officials, employees, agents, representatives, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order. Denver and DIA agree to provide a copy of this Consent Order to any contractors and other agents performing work pursuant to this Consent Order and require such agents to comply with the requirements of this Consent Order. In the event that a party does not sign this Consent Order within thirty (30) calendar days of the other party's signature, this Consent Order becomes null and void. This Consent Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

FOR THE CITY AND COUNTY OF DENVER, DENVER INTERNATIONAL AIRPORT:

 Date: 2/13/13
David Rhodes, Deputy Manager of Planning and Development
DENVER INTERNATIONAL AIRPORT

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

 Date: 2/13/13
Steven H. Gunderson, Director
WATER QUALITY CONTROL DIVISION

ATTACHMENT A

**SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEP)
PROPOSAL/AGREEMENT FORM**

The entity, identified below, submits the following SEP application to the Colorado Department of Public Health and Environment (the department) for consideration.

Enforcement Action Information	The City and County of Denver Denver International Airport MC-130213-1	
Project Manager	Woods Allee DIA. Planning and Development 8500 Pena Boulevard Denver Colorado 80249 303-342-2632 Woods.Alee@flydenver.com	
CDPHE Contact Person	Joe Campbell Water Quality Control Division 303-692-2356	Rachel Wilson-Roussel Sustainability Program 303-692-2976
Geographical Area to Benefit Most Directly From Project	City and County of Denver, Colorado	
Project Name	Retrofit Existing Lighting at DIA with LED Lighting	
Project Type	First Party	
SEP Category	Pollution Prevention (Energy efficiency)	
Project Summary	<p>DIA proposes to replace the following fixtures with more energy efficient LED fixtures:</p> <ul style="list-style-type: none"> • 50 metal-halide (MH) pole mounted fixtures; and • 24 high pressure sodium (HPS) wall mounted fixtures. <p>This project will result in more than a 50% energy savings for the 74 total fixtures. The longer fixture life as well as improved light distribution will improve public safety and will also improve employee safety. Additionally, LEDs contain no mercury as do metal-halide lamps.</p>	

ATTACHMENT A

<p>Project Description</p>	<p>DIA will replace the following fixtures with LED:</p> <ul style="list-style-type: none"> • 8 - 250 watt metal-halide fixtures on 25-foot poles; • 12 - 175 watt metal-halide fixtures on 25-foot poles; • 30 - 400 watt metal-halide fixtures on 35-foot poles; and • 24 - 400 watt high pressure sodium wall-pack fixtures. <p>A total of 74 fixtures will be retrofitted. This will result in an electrical load reduction of approximately 16 kilowatts (kW). Due to existing photocell controls most of the lights do not operate 24 hours per day, so overall electrical energy use will be reduced about 101,500 kilowatt-hours annually. The new light output will be the same as or better than existing and the light distribution will improve.</p> <p>Fixture cut-sheets and photographs are attached to this SEP Proposal, as well as an Excel spreadsheet detailing the fixture types, locations, and fixture specifications, and showing all calculations.</p> <p>These retrofits will all require use of a lift to access the fixtures. The fixtures to be retrofitted are in public areas with medium to high traffic; for this reason most work will be done at night, further increasing costs. Great care must be exercised to avoid endangering the public or vehicles.</p> <p>These fixtures would not be retrofitted without this SEP because despite significant energy and maintenance savings, the high initial cost of LED fixtures and installation produces poor economics.</p>
<p>Expected Environmental and/or Public Health Benefits</p>	<p>The project will reduce CO2 emissions by 82.8 tons annually (1.632 lb CO2/kWh from Xcel Energy 2011 Records for Colorado.) Using Xcel's average annual residential consumption the reduced energy consumption is equivalent to eliminating 13.4 residences.</p> <p>LED fixtures contain no mercury as do both metal-halide and high-pressure sodium lamps. The LED fixtures have an expected life of 100,000 hours vs. approximately 20,000 hours for the metal-halide and 24,000 for the high pressure sodium. Therefore one LED will result in significant reduction in risk of accidental mercury contamination during re-lamping. It will also reduce future waste-streams. This project also will reduce safety risk to maintenance personnel from working in lifts.</p>

ATTACHMENT A

	Category	Description	SEP Requirement	Additional DIA Commitment	Utility Rebate	Total Cost	
Project Budget	Personnel – Salaries, Wages.	DIA Inspection and Construction Management		\$ 5,626		\$ 5,626	
	Materials and Supplies	Cost to DIA for purchase of all 74 fixtures, including 10% distributor markup, tax.	\$ 70,375	\$ 0	\$ 6,403	\$ 76,778	
	Equipment	Note: Contractor Price, below includes all equipment and miscellaneous materials.	\$ 0	\$ 0		\$ 0	
	Contractors/ Subcontractors	Total Cost for Installation. Includes all labor, lift Rental, miscellaneous materials, supervision, taxes, permits, bonding, contractor markups.	\$ 3,733	\$ 32,015		\$ 35,748	
	Other Direct Costs	N/A	\$ 0	\$ 0	\$ 0	\$ 0	
	Total:			\$ 74,108	\$ 37,641	\$ 6,403	\$118,153
	Budget Discussion	These costs are from quotes from the lighting vendor and installation contractor. After the Consent Order new quotes will be obtained but should not change significantly. Personnel salaries arise from procurement and installation contract management and inspection services. The City understands that it is required to spend no less than \$74,108.00. The City intends to complete the entire scope described herein the cost of which will exceed the minimum requirement.					
Project Schedule	Proposed Implementation Start Date:	Within 30 days of the effective date of the Consent Order					
	Projected Completion Date:	165 days from the effective date of the Consent Order					
	SEP Completion Report Due:	195 days from the effective date of the Consent Order					
Reporting	<p><u>SEP Completion Report</u></p> <p>A full expense accounting, including proof of all payments, will be provided in the SEP Completion Report. The SEP Completion report will contain at a minimum:</p> <ul style="list-style-type: none"> • A detailed description of the project as implemented; • A description of any operating problems encountered and the solutions thereto; • Itemized costs, documented by copies of purchase orders and receipts or canceled checks; • Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the Consent Order; and • A description of the environmental and public health benefits resulting from 						

ATTACHMENT A

	implementation of the SEP along with quantification of the outcomes and benefits. Additional information may include: <ul style="list-style-type: none">• Examples of materials developed or produced as part of the SEP; and• Photographs documenting the project.
Other Relevant Information	See attachments.
Has the applicant entered into any prior commitments to fund this project, voluntary or otherwise? If yes, please explain.	No