

Attachments

- A. Memorandum of Understanding
- B. Critical Sources Database
- C. NPDES Compliance Monitoring Strategy FY 2015 End of Year Report
- D. DOEE Environmental Enforcement Guidelines
- E. List of FY2015 Erosion and Sediment Control Enforcement Actions
- F. FY 2015 IDDE Investigations
- G. Household Hazardous Waste Collection
- H. Trash Cleanup Event Data
- I. Wet Weather Monitoring Data
- J. Monitoring Locations
- K. Dry Weather Monitoring Data

GOVERNMENT OF THE DISTRICT OF COLUMBIA
District Department of the Environment



Office of the Director

January 20, 2015

Mr. Leif A. Dormsjo
Acting Director
District Department of Transportation
55 M St SE, Suite 400
Washington, DC 20003

Subject: FY 2015 Stormwater Enterprise Fund Memorandum of Understanding

Dear Mr. Dormsjo:

Attached you will find a copy of the FY 2015 Stormwater Memorandum of Understanding (MOU) between the District Department of Environment (DDOE) and the District Department of Transportation (DDOT). This MOU will provide funding to DDOT to hire five (5) full time equivalent staff to assist with construction of green infrastructure in the District's public right-of-way. Positions funded through this agreement will support activities that are not included in DDOT's capital improvement plan or otherwise required by District regulation. In addition, while this funding cannot be used for planned projects in the public right-of-way that are subject to local regulations, the funding may be used to facilitate DDOT's transition to the revised stormwater regulations and to assure effective implementation of the Maximum Extent Practicable (MEP) process for achieving stormwater retention.

Thank you for your continued support in working with DDOE to install green infrastructure facilities throughout the District. Activities undertaken by partners like DDOT not only assist in meeting the District's regulatory requirements under our current MS4 permit, they also play a vital role in improving water quality throughout the District.

If you have any questions concerning the MOU please contact Mr. Jeffrey Seltzer, Associate Director of DDOE's Stormwater Management Division, at (202)535-1603. Once again it is a pleasure working with you and your staff on important environmental initiatives. We look forward to continuing that relationship in the future.

Sincerely,



Tommy Wells
Acting Director

DISTRICT
DEPARTMENT
OF THE
ENVIRONMENT



green forward



1200 First St. NE, 5th Floor, Washington, DC 20002 | tel: 202.535.2600 | web:ddoe.dc.gov

GOVERNMENT OF THE DISTRICT OF COLUMBIA



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT DEPARTMENT OF TRANSPORTATION (DDOT)
AND
THE DISTRICT DEPARTMENT OF THE ENVIRONMENT (DDOE)**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District Department of Transportation, the seller agency (DDOT), and the District Department of the Environment, the buyer agency (DDOE), collectively referred to herein as the “Parties.” This introduction section appears for the Parties’ convenience, and statements in it shall not be read to modify the express provisions below.

DDOT has requested the assistance of DDOE in funding staff to assist with implementation of green infrastructure projects in the District’s public right-of-way that are not part of DDOT’s capital implementation plan or otherwise required by the District’s stormwater management regulations.

II. PROGRAM GOALS AND OBJECTIVES

This section appears for the convenience of the Parties. Other than using the terms in this section to resolve ambiguities, statements in it shall not be read to modify the express provisions below.

The goal of this MOU is to facilitate the implementation of public right-of-way (PROW) projects that capture and retain stormwater runoff before it reaches the District’s waterbodies. The objective is to provide funding for five (5) full time employees to oversee design and installation of green infrastructure projects in the District’s PROW that go above and beyond DDOT’s planned capital improvement activities. In addition, while this funding cannot be used for green infrastructure projects in the public right-of-way that are regulated under the District’s stormwater management regulations (including capital costs and project management costs), this funding may be utilized for DDOT staff who are facilitating DDOT’s implementation of the Maximum Extent Practicable (MEP) process for managing stormwater as defined in the District’s stormwater management regulations.

III. SCOPE OF SERVICES

A. RESPONSIBILITIES OF DDOE: DDOE shall

1. Provide funding for the expected FY 2015-2017 Personal Services (PS) costs for five (5) full-time DDOT employees, as provided in Section VI of this MOU.

B. RESPONSIBILITIES OF DDOT: DDOT shall

1. Fund the expected FY 2015-2017 Personnel Services (PS) costs for five (5) full-time DDOT employees, including costs associated with staff salaries, fringe benefits and leave time.
2. Allow DDOE staff the opportunity to participate in interview panels for candidates for positions funded through this MOU.
3. Manage the work of the five (5) full-time DDOT employees to implement green infrastructure projects in the District’s public right-of-way that are not included in DDOT’s baseline capital improvement plan or required by the District’s stormwater management regulations and to ensure implementation of the Maximum Extent Practical (MEP) process in accordance with the purposes of this MOU.

IV. DURATION OF MOU

This MOU shall be effective as of the last date of the signatures below through September 30, 2018, unless terminated in writing by either party prior to the expiration.

V. AUTHORITY FOR MOU

The authority of DDOT to enter into and implement this agreement is D.C. Official Code § 1-301.01(k).

The authority of DDOE to enter into and implement this agreement is D.C. Official Code § 8-152.02.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost under this MOU shall not exceed two million, nineteen thousand, six hundred ninety-four dollars and zero cents. (\$2,019,694.00).
2. DDOE shall pay no more than the actual cost of DDOT staff salary, fringe benefits and leave time.

B. PAYMENT

1. DDOE shall pay for goods and services detailed in this MOU through an Intra-District Advance to DDOT for the amount stated in subpart A of this section.
2. DDOE shall make the transfer:
 - a. After the Parties sign the MOU; and
 - b. Within 10 business days after the District Office of the Chief Financial Officer (OCFO) approves the transfer.
3. DDOT shall provide a bi-annual financial report of the expenditures associated with this MOU that details the activities and projects that staff funded through this MOU are supporting.
4. Payment to DDOT shall not exceed the total amount of this MOU.
5. The funds shall be treated as capital funds allocated to DDOT.
6. If funds remain upon the termination of this MOU, then those funds shall be returned to DDOE.
7. DDOT must return funds at termination of the MOU by the later of:
 - a. The date when all fiscal reconciliation of funds has been completed; or
 - b. At the conclusion of four (4) months from the date of notice of the termination.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of : (1) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (3) D.C. Official Code § 47-105; and (4) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DDOT will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DDOT shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon request, make these documents available for inspection by duly authorized representatives of DDOE, and other officials as DDOE may specify.

IX. TERMINATION

Either party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other party. Written notice includes email with confirmation that the message was received and read.

X. NOTICE

The following individuals are the contact points for each Party:

Jeffrey Seltzer, P.E.
District Department of the Environment
Associate Director, Stormwater Management Division
1200 First Street, NE, 5th Floor
Washington, DC 20002
Email: Jeffrey.seltzer@dc.gov
Desk: 202-535-1603

Meredith Upchurch, ASLA
District Department of Transportation
LID Team Lead, Stormwater Management Branch
Infrastructure Project Management Administration
55 M St SE, Suite 400, Washington, DC 20003
Email: Meredith.upchurch@dc.gov
Desk: 202-671-4663

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only jointly in writing.

XII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) and all applicable regulations, to procure the goods or services of the agent or third party.

XIII. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

XIV. GOVERNING LAW

This MOU shall be governed by the laws of the District of Columbia.

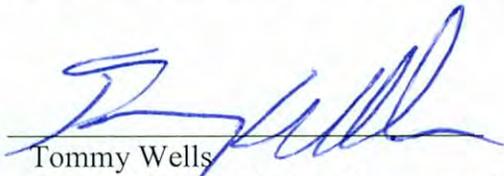
XV. COMPLIANCE WITH THE LAW

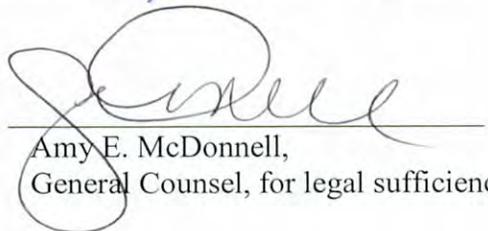
The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

XVI. DISPUTE RESOLUTION

The Director of DDOE and the Director of DDOT, or their respective designees, shall resolve disputes under this MOU. In the event that the parties are unable to resolve a dispute, either party may refer the matter to the Office of the City Administrator (OCA). The decision of OCA shall be final.

DISTRICT DEPARTMENT OF THE ENVIRONMENT:

By:  Date: 1/20/15
Tommy Wells
Acting Director, District Department of the Environment

By:  Date: 1/16/15
Amy E. McDonnell,
General Counsel, for legal sufficiency

DISTRICT DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Leif A. Dormsjo
Acting Director, District Department of Transportation

ROUTING SLIP FOR MOUs, CONTRACTS, AND OTHER DOCUMENTS

PROJECT NAME/TITLE:

FY 15 MOU ~~with~~ Stormwater Enterprise Fund
w/ UDC to fund green roof & storm water harvesting system

CIRCLE THE RELEVANT DOCUMENT TYPE:

MOU / Contract / Other¹: MOU

DATE BY WHEN DOCUMENT NEEDS TO LEAVE DDOE: 11/19/14

ORDER FOR DOCUMENT REVIEW:	INITIALS AND DATE
1. Originator: Matt Robinson Phone #: 202-442-3204	JMR 11/13/14
2. Proofreader: Keren Murphy 202 731 7262	KOM 11/13/14
3. Administration approver: Jeffery Seltzer For Hamid Karimi	JMS For 11/13/14
4. Finance ² : Jeff	JM 11/14/14
5. Dep. Director, Administrative Services ³ :	YF 11/18/14
6. DDOE's EOM liaison review: ⁴	
7. Office of General Counsel: Amy M Connell @see corrections	AM 11/18/14

RECEIVED

NOV 20 2014

Per 3305 EE

¹ For travel and training requests, please use the travel and training routing slip.
² Finance review is only required for documents with funding.
³ Dep. Director for Administrative Services review required for MOUs and contracts; not required for other documents.
⁴ DDOE's EOM Liaison's review is only needed for non monetary documents (such as letters of support) to external entities. Otherwise, indicate "NA" in the routing slip row.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment



MEMORANDUM

TO: Keith Anderson, Director

FROM: Jefferey Seltzer, Associate Director, Stormwater Management Division *JMS*

THRU: Hamid Karimi, Deputy Director, Natural Resources Administration *JMS FOR*

DATE: November 13, 2014

SUBJECT: Request for signature on FY15 MS4 Enterprise Fund MOU to provide UDC with funding to construct a green roof and stormwater harvest reuse system

Attached is an MOU drafted by my staff to provide UDC with funding to construct a large green roof and stormwater harvest/reuse system on building 44 of the Van Ness Campus. The total coverage of the green roof will be approximately 18,000 square feet. The rainwater harvesting system will consist of two 525 gallon cisterns which will collect runoff from the penthouse roof on the building. The water collected by the system will be used to irrigate the green roof during extensive dry periods.

This project will assist in helping the District meet its commitments under the MS4 permit. The permit requires the District to retrofit 18 million square feet of impervious surface with low impact development by October 2016. In addition, the permit requires the District to install 250,000 square feet of green roof by that time as well.

If you have any questions or concerns, please contact Matt Robinson at 202-442-3204, or matthew.robinson@dc.gov

Attachments: 2 documents



GOVERNMENT OF THE DISTRICT OF COLUMBIA
District Department of the Environment



Office of the Director

November 21, 2014

Ms. Barbara Jumper
Vice President for Real Estate, Facilities & Public Safety
The University of the District of Columbia
2000 14th Street, NW, 8th Floor
Washington, DC 20008
Van Ness Campus
4200 Connecticut Ave. NW 20008

Subject: FY 20145 stormwater enterprise fund memorandum of understanding

Dear Ms. Jumper:

Attached you will find a copy of the FY 2015 stormwater memorandum of understanding (MOU) between DDOE and UDC. This MOU will allow DDOE to provide funding to UDC to construct a large green roof and rainwater harvest system on the UDC Van Ness campus.

Thank you for your continued support in working with DDOE to install low impact development (LID) facilities. Activities undertaken by partners like UDC play a vital role in improving water quality throughout the District.

If you have any questions concerning the MOU please contact Mr. Jeffrey Seltzer, Associate Director of DDOE's Stormwater Management Division, at (202)535-1603. Once again it is a pleasure working with you and your staff on important environmental initiatives. We look forward to continuing that relationship in the future.

Sincerely,

Keith A. Anderson
Director

DISTRICT
DEPARTMENT
OF THE
ENVIRONMENT



green forward



GOVERNMENT OF THE DISTRICT OF COLUMBIA



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (UDC) AND
THE DISTRICT DEPARTMENT OF THE ENVIRONMENT (DDOE)**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the University of the District of Columbia, the seller agency (“UDC”) and the District Department of the Environment, the buyer agency (“DDOE”), collectively referred to herein as the “PARTIES.” This introduction section appears for the Parties’ convenience, and statements in it shall not be read to modify the express provisions below.

UDC has requested the assistance of DDOE in funding the construction of a green roof, coupled with a rainwater harvest and reuse system, on the Van Ness campus.

As a condition of DDOE funding, the ability of this project to generate Stormwater Retention Credits (“SRCs”) will be limited as specified in Attachment A.

To implement this MOU, DDOE and UDC will coordinate financial transfers, project management, tracking progress, media exposure and needed resources.

II. PROGRAM GOALS AND OBJECTIVES

This section appears for the convenience of the Parties. Other than using the terms in this section to resolve ambiguities, statements in it shall not be read to modify the express provisions below.

The goal of this MOU is to capture and reuse rainwater. The objectives are the following: UDC will be responsible for installing over 18,000 square feet of green roof and two (2) large cisterns to capture stormwater runoff from building 44 on the UDC Van Ness campus. Water captured by the cisterns must be reused for supplying water to building 44 or another facility on the UDC campus.

III. SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

A. UDC SHALL:

1. Install over 18,000 square feet of green roof and two (2) 525-gallon cisterns to capture stormwater runoff from building 44 on the UDC Van Ness campus (“the Project”);
2. Manage construction and maintenance as indicated in the final design and specifications (as authorized in DCRA Building Permit number No. B1305637);
3. Obtain all required permits;
4. Advise DDOE on design and construction schedules far enough in advance to allow DDOE to reasonably require changes;
5. On a frequency that DDOE shall state in writing, monitor construction and installation milestones, and provide updates to DDOE in writing pursuant to DDOE’s written schedule;
6. Seek DDOE advance approval of modifications that might affect (a) the estimated quantity of stormwater captured or (b) the cost-benefit of the Project or activity being changed;
7. Submit to DDOE the final as-built architectural and engineering plans for the Project;
8. Use the funding that DDOE supplies exclusively for the Project; and
9. Be bound by the terms of Attachment A, addressing SRC certification.

B. DDOE SHALL:

1. Timely seek clarification of design, specification and construction decisions;
2. Review and approve/deny modifications that might affect (a) the estimated quantity of stormwater captured or (b) the cost-benefit of the Project or activity;
3. Respond within five (5) business days to UDC for a request to approve a (a) modification of a design or (b) proposed change order;
4. Advise UDC which document submissions can be made exclusively electronically, if any;
5. Timely transfer funds, as provided below; and
6. Track the limited ability of the Project to generate SRCs, in conformance with Attachment A.

IV. DURATION OF MOU

The period of this MOU shall be from the date of signing until the end of fiscal year 2015, unless terminated in writing by either party prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost under this MOU shall not exceed nine hundred thirty six thousand, nine hundred sixteen dollars and zero cents (\$936,916).
2. DDOE shall pay no more than the actual cost(s) of labor, materials, supplies, or equipment furnished, or work or services performed by vendors and contractors, as determined by UDC through its contracting process.

B. PAYMENT

1. UDC will utilize funds remaining from an MOU signed with DDOE in FY2010. For convenience of both Parties, Attachment B contains a copy of the FY2010 MOU.
2. UDC will utilize the remainder of the funds from the FY2010 MOU after the Parties sign this MOU.
3. UDC shall provide a financial report of the expenditures associated with the Project by the completion date of the project.
4. Payment shall not exceed the total amount of this MOU.
5. If funds remain upon the termination of this MOU, then those funds shall be returned to DDOE.
6. UDC must return funds at termination of the MOU by the later of:
 - a. The date when all fiscal reconciliation of funds has been completed; or
 - b. At the conclusion of four (4) months from the date of notice of the termination.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any

subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (1) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2014); (3) D.C. Official Code § 47-105 (2014); and (4) D.C. Official Code § 1-204.46 (2014), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, UDC will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

UDC shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon request, make these documents available for inspection by duly authorized representatives of DDOE, and other officials as DDOE may specify.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and local statutes, regulations, and policies. UDC shall “own” the information, but DDOE shall have a non-exclusive right to use the information.

X. TERMINATION

Either party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other party. Written notice includes email with confirmation that the message was received and read.

XI. NOTICE

The following individuals are the contact points for each party:

DDOE: District Department of the Environment
Jeffrey Seltzer, P.E.
Associate Director, Stormwater Management Division
1200 First Street, NE, 5th Floor
Washington, DC 20002

Email: Jeffrey.seltzer@dc.gov
Desk: 202-535-1603

UDC: University of the District of Columbia
Alex Garrett
Capitol Project Manager
Office of the Vice President for Real Estate, Facilities & Public Safety
Van Ness Campus
4200 Connecticut Ave, NW
Washington, DC 20008
Email: ajarrett@udc.edu
Desk: 202-274-5353

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) and all applicable regulations, to procure the goods or services of the agent or third party.

XIV. COMPLIANCE WITH THE LAW

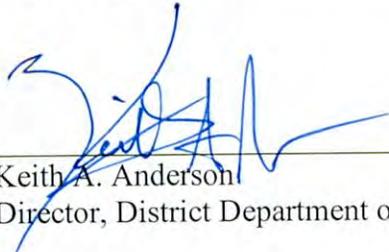
The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

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XV. DISPUTE RESOLUTION

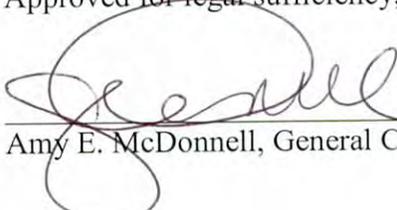
The Director of DDOE and the President of UDC, or their respective designees, shall resolve disputes under this MOU. In the event that the parties are unable to resolve a dispute, either party may refer the matter to the Office of the City Administrator (“OCA”). The decision of OCA shall be final.

THE PARTIES AGREE to this MOU by their authorized signatories:



Keith A. Anderson
Director, District Department of the Environment

Date: 11/20/14

Approved for legal sufficiency,


Amy E. McDonnell, General Counsel

Date: 11/18/14

James E. Lyons
President,
University of the District of Columbia

Date: _____

Barbara Jumper
Vice President for Real Estate, Facilities & Public Safety
University of the District of Columbia

Date: _____

Approved for legal sufficiency,

Scott Barash, General Counsel,
University of the District of Columbia

Date: _____

Attachment A - Limitation on SRC Generation by DDOE-Funded Stormwater Retention BMPs

Background

DDOE offers numerous programs that fund, either wholly or in part, the creation of stormwater retention capacity, either through installation of Best Management Practices (BMPs) (e.g., green roofs, bioretention, permeable pavement, and stormwater harvest-reuse systems) or conversion of land cover (e.g., converting impervious surface to compacted or natural cover).

These DDOE stormwater funds are limited to those projects installing retention capacity voluntarily and not for sites regulated under the 2013 Rule on Stormwater Management and Soil Erosion and Sediment Control (2013 SW Rule, available at ddoe.dc.gov/swregs), unless those regulated sites are exceeding their regulatory obligations. This ensures that DDOE's stormwater funds provide benefits to District water bodies in excess of what regulated sites are required to achieve.

Similarly, for projects that DDOE supports with stormwater funds after the finalization of the 2013 SW Rule, DDOE has committed to limiting the generation of Stormwater Retention Credits (SRCs), since those SRCs can be sold to a regulated site to achieve its regulatory obligations. If DDOE-funded retention capacity does not generate SRCs, then that retention capacity provides a benefit for District water bodies that is in excess of the benefit being achieved by regulated sites. Limiting SRCs for DDOE-funded projects also helps reduce the competitive disadvantage for SRC-generating projects that are not subsidized by DDOE.

By limiting SRC generation by a DDOE-funded BMP for a period of time, DDOE can recoup the stormwater retention value of its funding, without permanently removing the incentive for maintenance. For example, assume that DDOE provides \$1,000 to support the installation of a BMP with 100 gallons of SRC-eligible retention capacity and that the SRC market price is \$1.00. If SRC generation were not restricted, the BMP could generate 100 SRCs annually, worth \$100, and it could generate 1,000 SRCs over 10 years, worth \$1,000. If DDOE prohibited the BMP from generating SRCs for that 10-year period, then DDOE would have recouped the stormwater retention value of its \$1,000 investment.

A permanent prohibition on the generation of SRCs by DDOE-funded retention capacity that would otherwise be SRC eligible would have the unintended consequence of removing the incentive for maintenance that comes from the recurring opportunity to certify SRCs every three years. This would be undesirable, since maintenance is critical for retention capacity to perform as designed and to continue providing benefits to District waterbodies. Consequently, DDOE has decided to limit SRC generation to 50% of the SRC-eligible retention capacity for DDOE-funded retention capacity until DDOE has recouped the stormwater retention value of its investment.

Limitation

SRC-eligible retention capacity funded with DDOE stormwater funds is limited to earning SRCs for fifty percent (50%) of the SRC-eligible retention capacity until DDOE recoups the full

stormwater retention value of its funding, based on the annual average SRC market price. For example, 1,000 gallons of DDOE-funded SRC-eligible retention capacity applying for three years' worth of SRCs (the maximum period for which SRCs can be certified) would be able to receive 1,500 SRCs. For each year of that period, DDOE would recoup a stormwater retention value equal to 500 times the annual average SRC market price, expressed as: $50\% * 1,000 * \text{annual average SRC market price}$.

Notes:

- This limitation only applies to projects that DDOE funds with stormwater funding after July 19, 2013. Projects that DDOE funded prior to July 19, 2013 will not be subject to this limitation.
- DDOE stormwater funds include stormwater impervious fee revenue, bag bill fee revenue, and federal funding for stormwater management.
- DDOE will calculate the annual average SRC market price and apply it each year as described above to determine the stormwater retention value that has been recouped by DDOE.
- After DDOE has recouped the stormwater retention value of its funding for a project, this limitation no longer applies to the project.
- If DDOE recoups the stormwater retention value of its funding for a project partway through a year, DDOE may pro-rate SRCs for the project, assuming the project applies for SRCs and remains eligible.
- This limitation will be included as part of the terms under which DDOE provides stormwater funding, and will transfer to subsequent owners of the property.
- This limitation is intended for BMPs that would otherwise satisfy SRC eligibility requirements, including having a Stormwater Management Plan (SWMP) approved by DDOE. If a DDOE-funded BMP that is initially not SRC eligible subsequently becomes SRC eligible, this limitation would be applied at that point. For example, if a RiverSmart Homes project without a SWMP subsequently has a formal SWMP approved and meets the other eligibility requirements, DDOE would calculate the stormwater retention value of the project back to the date of installation.

--End--

MOU UDC and DDOE – Green Roof Project FY 14-15

Attachment B – FY 2010 MS4 Enterprise Fund MOU between DDOE and UDC

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT DEPARTMENT OF THE ENVIRONMENT
AND
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of the Environment (DDOE or DDOE/Storm Water Administrator) and the University of the District of Columbia (UDC), individually referred to herein as the "Party" and collectively referred to herein as the "Parties" for the transfer of funds from the Enterprise funds for the installation of green roofs at the UDC campus.

WHEREAS, storm water discharges from the municipal separate storm sewer system (MS4) are authorized by the National Pollutant Discharge Elimination System (NPDES) Permit Number: DC0000221 issued to the District of Columbia as Permittee;

WHEREAS, on August 19, 2004, the Environmental Protection Agency (EPA) re-issued the District's MS4 Permit Number: DC0000221 to authorize storm water discharges to the District of Columbia as Permittee, for a five-year term;

WHEREAS, the MS4 Permit contains a compliance schedule which requires the District of Columbia to compile and submit information on pollution sources, significant changes in the identification of storm sewer system outfalls, and changes affecting the separate storm sewer system due to land use activities, population estimates, runoff characteristics, structural controls, reporting requirements and other matters as outlined in the MS4 Permit Implementation Plan, in order to reduce storm water pollution;

WHEREAS, the MS4 Permit outlines additional activities to be undertaken by the District;

WHEREAS, the Director of DDOE, or his designee, was made the Storm Water Administrator with primary responsibility for heading the Storm Water Administration, pursuant to the Establishment of the District Department of the Environment Act of 2005, D.C. Official Code § 8-151.03(b)(2);

WHEREAS, the storm water management activities in the Implementation Plan are supported by fees collected by WASA in a Storm Water Compliance Enterprise Fund and provided to DDOE for the Storm Water Administrator to certify the sufficiency of the MS4 Permit budget requests;

WHEREAS, DDOE and UDC acknowledge that it may be necessary for some or all parties in the MS4 Task Force to take action to amend, program, reprogram or

supplement their respective budgets in order to lawfully undertake activities required by the MS4 permit and wish to set forth how these actions will be taken.

II. PROGRAM GOALS AND OBJECTIVES

MS4: Municipal Separate Storm Sewer System
NPDES: National Pollutant Discharge Elimination System
MS4 Permit: Municipal Separate Storm Sewer System Permit
EPA: Environmental Protection Agency

This MOU is entered into by and between DDOE and UDC to transfer funds to design and install approximately 92,000 square feet of green roofs at the UDC campus from the FY 2010 MS4 fund to reduce storm water pollutants to the District of Columbia, under the municipal separate storm sewer system (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit).

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF UDC:

1. Design and install approximately 92,000 square feet of green roofs systems at buildings 38, 39, 44, 46 (East and West), 47, 52 and additional environmental components at the plaza deck according to the plans submitted to DDOE.
2. Submit architectural and engineering plans of the projects stated above.
3. UDC shall submit to DDOE copies of invoices and other applicable documentation demonstrating how the funds were spent.
4. Establish an Environmental Management System (EMS) to track projects funded by this MOU. The EMS will track the status of the implementation of the projects listed above on a monthly basis.

B. RESPONSIBILITIES OF DDOE/STORM WATER ADMINISTRATOR:

1. DDOE/Storm Water Administrator may request additional information from UDC to justify the project or activity. Approval of the detailed budget request referenced in Section A (above) by

the Storm Water Administrator is pre-approval for transfer of budget authority from DDOE to UDC for the expenditures conducted by UDC for the approved project or activity.

2. DDOE/ Storm Water Administrator shall review and approve all programmatic changes or modifications that might affect the estimated quantity of pollutants removed or the cost-benefit analysis of the project or activity.
3. In the event of a budget shortfall, DDOE/ Storm Water Administrator shall allocate remaining funds giving priority to the projects that he or she determines would provide the most benefit in reducing storm water pollution. In the event that DDOE/Storm Water Administrator determines that the projected fiscal years revenues from the Storm Water Fund will be less than the anticipated costs of the Storm Water Administration, DDOE/Storm Water Administrator may request that UDC make up the difference. UDC's obligation to pay the difference between the costs of the Storm Water Administration and the revenues from the Storm Water Fund is subject to future written approval by UDC and appropriation of necessary funds.
4. For FY 2010, DDOE/Storm Water Administrator shall administer the Storm Water Permit Compliance Enterprise Fund by providing funds as follows:

University of the District of Columbia..... \$ 2,200,000
5. Payment, in the form of PAYGO capital, for the MS4 agreement shall be made through an Intra-District transaction by DDOE to UDC in the amount stated above, \$2,200,000.
6. The Storm Water Administrator may request additional supporting documentation, if necessary, to evaluate the reconciliation or to detail how the activity addresses the MS4 Permit requirements.
7. Budget Authority approved by DDOE/Storm Water Administrator will be submitted within five business days of approval of this MOU.
8. Any funds remaining in the MS4 Storm Water Compliance Enterprise Fund at the end of the fiscal year are to be redistributed to the member agencies of the MS4 Task Force based on need and projects that are ready to implement.
9. DDOE will provide access to a web-based EMS software and support for its use.

IV. DURATION OF MOU

- A. The period of this MOU shall be from the date that the last Party signs this MOU and shall terminate on September 30, 2010, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a one-year option period. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DDOE shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The Parties are authorized to enter into this MOU pursuant to D.C. Official Code § 1-301.01(k) (2009).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. Total cost for services under this MOU shall not exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00) for Fiscal Year 2010. Funding for the services shall not exceed the actual cost of the goods or services, based on the actual cost spent by UDC and as reported in the bi-annual reconciliations.
- 2. In the event of termination of the MOU, payment to UDC shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. RESOLUTION OF DISPUTES

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties

pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, UDC will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

UDC shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XI. NOTICE

Any notice, modification, request or other communication required hereunder shall be in writing and may be delivered by hand and with receipt requested, via electronic mail, telefax or U.S. mail delivered to the Office of the Director for each Party. The following individuals are the contact points for each Party under this MOU:

Julia Evans, P.E.
Environmental Engineer
Stormwater Management Division
District Department of the Environment
51 N Street, N.E. Fifth Floor Room 5001J
Washington, D.C. 20002
Phone: (202) 497-7700
Fax: (202) 535-1364

Steven McKenzie
Project Manager
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008
Phone (202) 724-4400
Fax (202) 727-9877

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. PROCUREMENT PRACTICES ACT

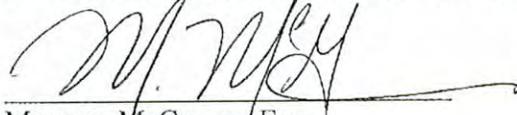
If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code §2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

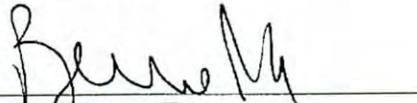
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DISTRICT DEPARTMENT OF THE ENVIRONMENT



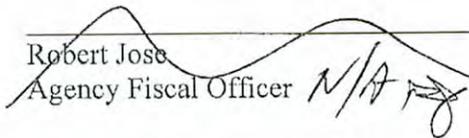
Maureen McGowan, Esq.
Interim Director

Date: 1/22/10



Bicky Corman, Esq.
General Counsel

Date: 1/22/10


Robert Jose
Agency Fiscal Officer

Date: _____

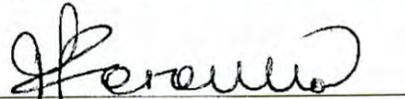
N/A

UNIVERSITY OF THE DISTRICT OF COLUMBIA



Barbara Jumper
Associate Vice President Facilities and Real Estate

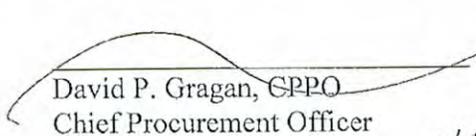
Date: 1/11/10



Ibrahim Korma
Chief Financial Officer

Date: 1/14/10

OFFICE OF CONTRACTING AND PROCUREMENT


David P. Gragan, CPPO
Chief Procurement Officer

Date: _____

N/A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT DEPARTMENT OF THE ENVIRONMENT
AND
THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY:
MS4 PERMIT ACTIVITIES**

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I. INTRODUCTION AND PURPOSE

This Memorandum of Understanding (“MOU”) is entered into between the District Department of the Environment (“DDOE”) and the District of Columbia Water and Sewer Authority (“DC Water”) collectively referred to herein as the “Parties,” for the period of Fiscal Years 2014 and 2015.

The purpose of this MOU is for DDOE to secure the services of DC Water to help implement discrete provisions of the District of Columbia’s (“District’s”) U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (“MS4 Permit”) related to the maintenance of water quality catch basins and the repair of outfalls. Another purpose is to fund such work with assistance from the MS4 Enterprise Fund.

II. PROGRAM GOALS AND OBJECTIVES

The goal of this MOU is to improve water quality in the Anacostia and Potomac Rivers for the benefit of District residents, visitors, wildlife, and the environment.

The objectives of this MOU are to reduce stormwater pollutants entering the local waters (i.e., rivers, streams, and estuaries) of the District of Columbia as required under the current applicable MS4 Permit. The MS4 Permit obligates the District to: clean and maintain catch basins; develop an optimal catch basin inspection, cleaning, and repair plan; and develop an MS4 outfall inspection and repair schedule to meet local water quality goals for surface water.

Under the MS4 Permit’s Settlement Agreement, dated January 11, 2013, DC Water will undertake specific tasks towards compliance with the requirements of the MS4 Permit.

III. SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

A. DC Water shall:

1. Provide water quality catch basin maintenance services and reports in accordance with DDOE Standard Operating Procedures for Water Quality Catch Basins Maintenance Service (“DDOE’s SOP”) (Attachment B):
 - a. Inspect and clean each DDOE-identified water quality catch basin within the MS4 area at least once during each fiscal year;
 - b. DC Water or its contractor may use any equipment to inspect and clean the water quality catch basins; and
 - c. Within one (1) month of the end of each fiscal year, provide a report of the cleaning and inspection dates for each catch basin,

including the percentage of the basin that was filled with debris at the start and finish of each inspection;

2. Purchase and operate one (1) new truck for maintenance of water quality catch basins as follows:
 - a. This truck shall include an industrial, air-conveying vacuum system with a high-pressure water pump-hose reel that is capable of removing grit, grease, sludge, and other debris, meeting specifications for the DC Water-through-NJPA, procured in 2013–2014 of one Vac-Con vehicle in NJPA Awarded Contract #0317010-AMI, line item 2, PO131396, from Atlantic Machinery, Inc., for DC Water’s Department of Sewer Services, or equivalent, as approved by DDOE; and
 - b. This new water quality catch basin maintenance truck shall be used for the purpose of maintaining water quality catch basins in the District of Columbia;
3. Finalize DC Water’s “MS4 Report on Optimal Plan for Catch Basin Cleaning, Inspection, and Repair” (June 2013), in response to EPA Region III’s comments and any DDOE comments;
4. Finalize DC Water’s “MS4 Outfall Repair Schedule and Report” (June 2013), in response to EPA Region III’s comments and any DDOE comments;
5. Develop and implement the asset management and tracking system detailed in Recommendation 1, Section 5 of DC Water’s “MS4 Report on Optimal Plan for Catch Basin Cleaning, Inspection, and Repair” (June 2013);
6. Participate in and support the District’s MS4 Technical Working Group activities, presently chaired by DDOE;
7. With respect to work identified in Attachment C:
 - a. Commence activities on outfall repairs and stream restorations;
 - b. Submit a funding proposal for DDOE to pay DC Water for the costs related to each stream restoration project that is not due to outfall structural failure (“Non-failure Funding Proposal”). Each Non-failure Funding Proposal must clearly define the cause of the stream channel issue and show that the damage was not caused by structural failure of the outfall; and

- c. If DDOE approves the Non-failure Funding Proposal, submit the designs and specifications at the 30%, 65%, and 90% phases of the design process for DDOE's review and approval.

B. DDOE shall:

1. By August 1 of each year, provide an updated list of newly installed water quality catch basins located in the MS4 area and a Geographic Information System layer of water quality catch basins for which DDOE has X and Y coordinates;
2. Provide funding for activities listed in the Cost of Services table, found in Attachment A;
3. Be available for the technical matters required by this MOU;
4. Timely review proposals, plans, designs, reports, and other transmittals requiring a response; and
5. Approve or deny each Non-failure Funding Proposal.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2013, through September 30, 2015, unless terminated in writing by a Party prior to the expiration.
- B. The duration may be extended only in writing.
- C. The extension of this MOU shall be subject to the availability of funds at the time.
- D. The Parties contemplate extending this MOU.

V. AUTHORITY FOR MOU

- A. D.C. Official Code § 1-301.01(k) (District agencies) authorizes the Parties to enter into this MOU for orders placed with other departments, at actual cost.
- B. DC Water is authorized to enter into this MOU pursuant to D.C. Official Code §34-2202.03(10), which authorizes DC Water to enter into contracts with the District.
- C. DDOE is further authorized to enter into this MOU pursuant to the following:

1. The Water Pollution Control Act of 1984, effective March 16, 1985 (D.C. Law 5-188, as amended), D.C. Official Code §8-103.01 *et seq.*, including §8-103.13 (Mayor regulates construction bearing upon water quality);
2. The District Department of the Environment Establishment Act of 2005, effective February 15, 2006 (D.C. Law 16-51, §§101 *et seq.*, as amended), including D.C. Official Code §8-151.03 (establishment of DDOE and consolidation of environmental functions); § 8-151.03(b)(2) (stormwater administration, including the monitoring and coordinating the activities of all District agencies that are required to maintain compliance with the storm water permit, receiving and expending funds from the Storm Water Permit Compliance Enterprise Fund); §8-151.07 (Director guides and enforces environmental services and federal actions, promulgates and enforces rules and programs, and liaises with other agencies);
3. The Comprehensive Stormwater Management Enhancement Amendment Act of 2008, effective March 25, 2009 (D.C. Law 17-371, §2(b), as amended), including D.C. Official Code §8-152.01 (monitor, coordinate, and secure information from District agencies required to comply with the MS4 Permit and administer the stormwater program within DDOE); §8-152.03 (stormwater fee discount program); §8-152.04 (establish an enterprise grant fund program); and
4. Mayor's Order 2006-61, dated June 14, 2006 (delegation and transfer of authority to DDOE Director).

VI. FUNDING PROVISIONS

- A. Cost of services, if any:
 1. Unless DDOE specifically authorizes a change in funding in writing, total cost for services under this MOU for all activity items listed in Attachment A shall not exceed the following:
 - a. Three hundred and ten thousand two hundred and sixty dollars (\$310,260) for Fiscal Year 2014; and
 - b. Eight hundred and thirty-three thousand dollars (\$833,000) for Fiscal Year 2015, subject to availability of funds;
 2. Funding for the activities listed in Attachment A shall not exceed the actual costs of the goods and services. Overhead costs for DC Water staff are not funded;

3. Funding for each activity shall not exceed the cost specified in Attachment A, unless DDOE specifically authorizes a change in writing; and
4. Notwithstanding any other provision of this MOU, DDOE may not, and will not, guarantee payment of funds for which it has not received budget authority for a fiscal year.

B. Payment:

1. DDOE shall pay DC Water for services detailed in this MOU by check or electronic funds transfer based on an itemized invoice, within 45 days of receipt of each invoice;
2. DC Water shall submit a monthly budget and status update, including a management report that compares budget to actual funds spent and includes the following:
 - a. Description of the activity that was performed;
 - b. List of materials and their costs; and
 - c. DC Water staff and consultant services costs; and
3. Payment to DC Water shall not exceed the total amount of this MOU.

C. Anti-deficiency considerations:

The Parties acknowledge and agree that DDOE's and DC Water's obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of the following: (1) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (3) D.C. Official Code § 47-105; and (4) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. DISPUTE RESOLUTION

The Parties shall resolve adjustments and/or disputes arising from services between agencies under this MOU with the following procedures:

- A. DC Water and DDOE will make every effort to resolve any disputes concerning this MOU at the staff level;

- B. In the event that the Parties' staff are unable to resolve a dispute, the matter will be elevated to the Director of DDOE and the General Manager of DC Water, as appropriate, for resolution within thirty (30) days; and
- C. If the DDOE Director and DC Water General Manager are unable to resolve the dispute, the aggrieved party may invoke the Termination procedures, unless the Director and General Manager agree on an alternate dispute resolution procedure.

VIII. COMPLIANCE AND MONITORING

Since this MOU's funds include District of Columbia funds, DC Water will be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements. If funding is federal, in whole or in part, DC Water will be subject to monitoring reviews of the District and the federal government.

IX. RECORDS AND REPORTS

Since this MOU's funding includes District of Columbia funds, DC Water and each of its contractors/grantees paid under this MOU shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of each activity. DC Water shall arrange with its contractors to make these documents immediately available for inspection by request of representatives of DDOE or the District. If funding is federal, in whole or in part, documents must be made similarly available to representatives of the District or the federal government.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and District of Columbia statutes, regulations, and policies.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

Any Party may terminate this MOU in whole or in part by giving twenty-eight (28) days advance written notice to the other Party on one of the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;

- E. Failure of either Party to follow Federal or District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

However, DC Water shall be reimbursed for costs incurred (or irreversibly committed to) performing the above approved services as of the day following the date on which DC Water received written notice of termination. DC Water shall not be obligated to perform any services for which it is to be reimbursed under this MOU following receipt of any notice of termination from DDOE. The writing may be by email or fax.

XII. NOTICE

The following individuals are the official contacts for each Party under the MOU:

FOR DDOE:

Mr. Jeffrey Seltzer, P.E.
Associate Director, Stormwater Management Division
District Department of the Environment
1200 First Street, NE, 5th Floor
Washington, DC 20002
Phone: 202-535-1603
Fax: 202-535-1363
Email jeffrey.seltzer@dc.gov

FOR DC WATER:

Dr. Mohsin Siddique
Supervisor, Environmental Planning
District of Columbia Water and Sewer Authority
5000 Overlook Avenue, SW
Washington, DC 20032
Phone 202-787-2634
Fax: 202-787-2453
Email mohsin.siddique@dcwater.com

XIII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIV. MISCELLANEOUS – FOLLOW THE LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

XV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DISTRICT DEPARTMENT OF THE ENVIRONMENT

for  _____
Keith A. Anderson
Director

9/8/14 _____
Date

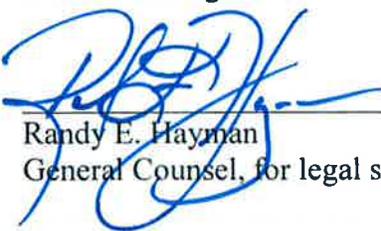
 _____
Amy E. McDonnell
General Counsel, for legal sufficiency

9/8/14 _____
Date

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

 _____
George S. Hawkins
General Manager

9/10/14 _____
Date

 _____
Randy E. Hayman
General Counsel, for legal sufficiency

9/8/14 _____
Date

ATTACHMENT A

DDOE Funding for Activities

This MOU addresses the following activities. By signing this MOU, DDOE and DC Water have agreed to the cost of items listed below.

COST OF SERVICES

	Activities	Type of Service	FY 2014 Amount (Dollars)	FY 2015 Amount (Dollars)*
1	Water quality catch basin cleaning and maintenance	Provide water quality catch basin maintenance services and reports, per Attachment B. Cost per water quality catch basin is \$230. Item III.A.1	\$106,260	\$0
2	Purchase appropriate equipment suitable for water quality catch basin maintenance	Secure one (1) truck for maintenance of water quality catch basins . Item III.A.2	\$0	\$600,000
3	Finalize optimal catch basin inspection, cleaning, and repair plan	Revise, as needed, the “Optimal Plan for Catch Basin Cleaning, Inspection, and Repair.” Item III.A.4	\$15,000	\$25,000
4	Finalize stormwater outfall inspection plan and repair schedule	Revise, as needed, the “Outfall Repair Schedule and Report.” Item III.A.5	\$20,000	\$35,000
5	Asset management and Tracking System	Develop and implement a tracking system as recommended in the “Optimal Plan for Catch Basin Cleaning, Inspection, and Repair.” Item III.A.6	\$51,000	\$0
6	DC Water MS4 Technical Workgroup Staff Activities	Participate in and support the District’s MS4 Technical Working Group activities. Item III.A.7	\$8,000	\$8,000
7	Stream Restoration Design	Submit proposals to DDOE for stream restoration funding and develop alternative evaluations and designs per Attachment C. Item III.A.8	\$110,000	\$165,000
		Total Funding for Activities in FY 2014	\$310,260	
		Total Funding for Activities in FY 2015		\$833,000

* FY 2015 Funding amounts are subject to availability of funds.

ATTACHMENT B

DDOE Standard Operating Procedure for Water Quality Catch Basin Maintenance Service

BEFORE SERVICE

1. Once a water quality catch basin (WQCB) has been scheduled for service, the District Department of the Environment (DDOE) Inspection and Enforcement Branch (IEB) is to be notified. Notification must be made at least seventy-two (72) hours before service to a WQCB is to begin.

Contacts are: (202) 535-2977 or ieb.scheduling@dc.gov.

AT THE SERVICE SITE

1. When you arrive, record the date of inspection and the percentage of the basin that was filled with debris (round up): 100%; 75%; 50%; 25%; or 0 %.
2. All chambers of the WQCB are to be vacuumed with a vacuum truck or similar type of equipment. All standing water, grit, and debris are to be evacuated. All large debris (e.g., construction materials, plastic bottles, sediment, branches, leaves, and those too large to vacuum) are to be bagged and disposed of or recycled at an approved disposal facility.
3. If at the beginning of the maintenance service, the WQCB grit, storage, or weir chambers are dry (i.e., no standing water) upon inspection and the joints and corners require resealing, then conduct resealing with caulk, hydraulic cement, or similar approved material that will create a water-tight seal within these chambers.
4. In order to remove accumulated sediment, clear water may be decanted to the clear well of the WQCB using a submersible pump after all oil and grease has been removed from the surface of the grit chamber.
5. After evacuation of the bulk of the trash and debris from the WQCB, the vacuum truck should then be positioned at the storage chamber or clear well outlet chamber of the WQCB. Then, the other chambers should be power washed, and the remaining debris and sediment and wash water should be recovered by vacuuming.
6. All wash water should then be recovered by the vacuum truck at the clear well

FY14/FY15 MS4 MOU between DDOE and DC Water

chamber. Then the WQCB should be inspected at this time for cracks or physical damage that may require repair.

7. If cracks or physical damage are apparent, then the joints and corners require resealing with caulk, hydraulic cement, or similar approved material that will create a water-tight seal within these chambers.
8. After power washing and vacuuming the wash water, the WQCB should be recharged with clean water to the elevation of the overflow weirs in the grit, storage, and weir chambers.
9. A standard DC Water or other service sticker should then be placed on the WQCB indicating the date of service.
10. When you leave, record the percentage of the basin that was filled with debris (round up): 100%; 75%; 50%; 25%; or 0 %.

AFTER SERVICE

1. Wastewater and waste materials should be properly disposed of and records made of the disposal.
2. Disposal records for waste material are to be submitted within thirty (30) days of service to DDOE's IEB.

Revised: 9-3-14 wkc

FY14/FY15 MS4 MOU between DDOE and DC Water

ATTACHMENT C

DC Water's Outfall Repair and Stream Restoration Estimated Schedule and Costs

Outfall #	Location	Stream Restoration Estimated Costs and Schedule			
		FY14 Alternative Evaluation	FY15 Alternative Evaluation	FY 15 Design	Stream Repair Construction Cost
F-034	Foundry Branch	\$20,000	\$0	\$10,000	\$100,000
F-117	Soapstone	\$10,000	\$0	\$5,000	\$50,000
F-140	Soapstone	\$40,000	\$0	\$20,000	\$200,000
F-853	Foundry Branch	\$20,000	\$0	\$10,000	\$100,000
F-855	Glover Park	\$20,000	\$0	\$10,000	\$100,000
F-079	Fenwick	N/A	\$60,000	\$0	\$300,000
F-080	Fenwick	N/A	\$10,000	\$0	\$50,000
F-353	Portal	N/A	\$10,000	\$0	\$50,000
F-405	Suitland	N/A	\$20,000	\$0	\$100,000
F-865	Fenwick	N/A	\$10,000	\$0	\$50,000
F-102	Fenwick	N/A	N/A	N/A	\$0
F-109	Fenwick	N/A	N/A	N/A	\$0
TOTALS		\$110,000	\$110,000	\$55,000	\$1,100,000
FY14 STREAM TOTALS		\$110,000			
FY15 STREAM TOTALS			\$165,000		

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment



September 8, 2015

Mr. Christopher Shorter
Interim Director
The District of Columbia Department of Public Works
Franklin D. Reeves Municipal Center
2000 14th Street, NW
Washington, DC 20009

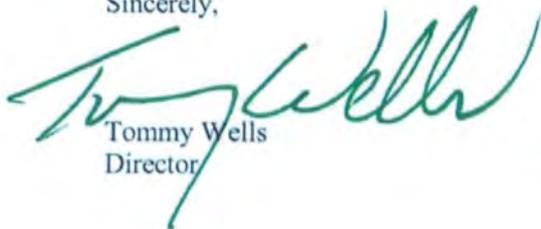
Subject: FY 2015 MS4 Enterprise Fund MOU with DOEE for DPW Activities

Dear Mr. Shorter:

Attached you will find a copy of the FY 2015 MS4 Memorandum of Understanding (MOU) between DOEE and DPW. This MOU will allow DOEE to provide FY15 MS4 Enterprise funding to DPW to implement a weekly household hazardous waste collection program; disseminate leaf litter collection brochures to District residents; and maintain regenerative-air street sweepers. All of these activities are vital to reducing harmful stormwater runoff from reaching the District's waterways.

Thank you for your continued support in working with DOEE. If you have any questions concerning the MOU, please contact Mr. Jeffrey Seltzer, Associate Director of DOEE's Stormwater Management Division at (202) 535-1603. Once again it is a pleasure working with you and your staff on important environmental initiatives. We look forward to continuing that relationship in the future.

Sincerely,



Tommy Wells
Director

Attachment

DISTRICT OF COLUMBIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY AND ENVIRONMENT (DOEE)
AND
THE DEPARTMENT OF PUBLIC WORKS (DPW):**

MS4 STORMWATER PERMIT NON-SWEEPING FY 15

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I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Department of Energy and the Environment (“DOEE”) and the Department of Public Works (“DPW”), collectively referred to herein as the “Parties.” This introduction section appears for the Parties’ convenience, and statements in it shall not be read to modify the express provisions below.

Stormwater discharges to the waters of the United States from the District’s municipal separate storm sewer system (MS4) are authorized by the NPDES Permit issued to the District of Columbia as Permittee, No. DC0000221 (Nov. 9, 2012) (Final Signed Limited Modification, available at <http://www.epa.gov/reg3wapd/npdes/dcpermits.htm>). On November 9, 2012, the US Environmental Protection Agency (“EPA”) re-issued the District’s MS4 Permit Number DC0000221, to authorize stormwater discharges, to the District of Columbia as Permittee. The

NPDES permit commits the District to undertake measures to improve the quality of stormwater discharges authorized. Each of the Parties have been assigned activities in the Stormwater Management Plan.

The MS4 Task Force has been established with representatives from DOEE, DPW, the District Department of Transportation (“DDOT”), the District of Columbia Water and Sewer Authority (“DC Water”, formerly “WASA”), Department of General Services (“DGS”), Department of Parks and Recreation (“DPR”), and the Office of Planning (“OP”), to manage activities required in the MS4 Permit, pursuant to the Comprehensive Stormwater Management Enhancement Amendment Act of 2008, D.C. Official Code § 8-152.01 et seq.

DOEE’s Director, or his designee, was made the Stormwater Administrator, with primary responsibility for heading the Stormwater Administration, pursuant to the District Department of the Environment Establishment Act of 2005, D.C. Official Code § 8-151.03(b)(2). DOEE’s name was changed in 2015, as cited below.

The stormwater management activities in the Implementation Plan are supported by fees collected by DC Water and deposited in the Stormwater Permit Compliance Enterprise Fund (Stormwater Fund). The Stormwater Administrator is authorized to certify the sufficiency of the Stormwater Fund to meet MS4 Permit budget requests. It may be necessary for some or all parties in the MS4 Task Force to take action to amend, program, reprogram or supplement their respective budgets in order to lawfully undertake activities required by the MS4 permit.

In the event that not all the activities can be funded, priority will be given to the projects that provide the most benefit in reducing stormwater pollution and can be implemented most expeditiously, as the Parties determine.

The purpose of this MOU is to administer finances and reimbursements from the Stormwater Fund for activities conducted to reduce pollutants to the District of Columbia, under the MS4 National Pollution Discharge Elimination System administered by the US Environmental Protection Agency (NPDES) Permit (MS4 Permit).

DOEE has requested the services of DPW to conduct activities to reduce pollutants to the District of Columbia, under the MS4 Permit.

This MOU specifies the amount of funds to be transferred to DPW from the specified period’s Stormwater Fund, identifies the activities to be conducted by DPW to comply with the MS4 Permit, and states the duration of the MOU. This MOU does NOT address implementation of an enhanced street sweeping program; that is the subject of a separate MOU.

II. PROGRAM GOALS AND OBJECTIVES

The goal of the Project is to improve water quality in the waters of the District of Columbia affected by the MS4, for the benefit of District of Columbia residents, visitors, wildlife and the

environment. This Goals and Objectives section appears for the Parties' convenience, and statements in it shall not be read to modify the express provisions below.

A further goal of the Project is to reduce the stormwater pollutants that enter the local waters (i.e. rivers, streams, estuaries) of the District of Columbia, as required under the current applicable MS4 Permit.

The Parties' objectives are to: conclude satisfactorily the activities addressed in the section on scope of services; and to carry out the purposes of the MOU expeditiously and economically.

III. SCOPE OF SERVICES

DOEE and DPW agree to do the following:

A. RESPONSIBILITIES OF DPW

DPW will:

1. Request in writing funding from DOEE.
2. Justify the need for funding, with:
 - a. A list of projects and the amount of funding needed for each project; and
 - b. An explanation that the activities to be funded are above and beyond activities carried out by DPW before April 19, 2000.
3. Carry out the funded activities.

B. RESPONSIBILITIES OF DOEE

DOEE will:

1. Review DPW's budget request.
2. If it deems necessary, request additional information from DPW to justify the project or activity.
3. In the event of a budget shortfall, allocate remaining funds giving priority to the projects that DOEE determines would provide the most benefit in reducing stormwater pollution.
4. Request that DPW make up the difference if DOEE determines that the fiscal year's

revenues from the Stormwater Fund will be less than the anticipated costs of the Stormwater Administration for the relevant period.

5. Transfer of the identified funds from DOEE to DPW for the approved activities, subject to availability.
6. For FY 2015, DOEE has approved the following funding to DPW, as follows:
 - a. DOEE has reviewed a request for funding provided by DPW for FY15 MS4 activities.
 - b. DOEE approves the total cost for DPW services under the MOU to not exceed the amount stated in the table below, based on the actual cost spent by DPW.
 - c. DOEE approves funding only for the activities listed below and has transferred the funds to DPW. The total amount shall be used to conduct the following activities in the priority indicated:

Activity	Amount	Priority
Hazardous waste collection from permanent DPW drop-off facility (Fort Totten)	\$ 275,000	1
Public Education (leaf collection brochures)	\$ 35,000	2
Operation and maintenance of MS4 regenerative air sweepers	\$ 240,000	3
Total Amount	\$ 550,000	

IV. DURATION OF MOU

- A. The period of this MOU shall be for FY 2015, through September 30, 2015, unless terminated in writing by a Party prior to the expiration.
- B. The duration may be extended only in writing.
- C. The extension of this MOU shall be subject to the availability of funds at the time.

V. AUTHORITY FOR MOU

- A. The Parties are authorized to enter into this MOU pursuant to D.C. Official Code § 1-301.01(k) (District agencies), that authorizes District agencies to enter into a MOU for orders placed with other departments, at actual cost.
- B. DOEE is further authorized to enter into this MOU pursuant to the following:

1. The Water Pollution Control Act of 1984, effective March 16, 1985 (D.C. Law 5-188, as amended), D.C. Official Code §8-103.01 *et seq.*, including: §8-103.13 (2012) (Mayor regulates construction bearing upon water quality);
2. The District Department of the Environment Establishment Act of 2005, effective February 15, 2006 (D.C. Law 16-51, §§101 *et seq.*, as amended), including D.C. Official Code §8-151.03 (2012) (establishment of DOEE and consolidation of environmental functions); § 8-151.03(b)(2) (stormwater administration, including the monitoring and coordinating the activities of all District agencies that are required to maintain compliance with the stormwater permit, receiving and expending funds from the Stormwater Permit Compliance Enterprise Fund); §8-151.07 (2011 Supp.) (Director guides and enforces environmental services and federal actions, promulgates and enforces rules and programs, liaises with other agencies);
3. The Comprehensive Stormwater Management Enhancement Amendment Act of 2008, effective March 25, 2009 (D.C. Law 17-371, §2(b), as amended), including D.C. Official Code §8-152.01 (2012) (monitor, coordinate and secure information from District agencies required to comply with the Stormwater Permit and administer the stormwater program within DOEE); §8-152.03 (2012) (stormwater fee discount program); §8-152.04 (2012) (establish an enterprise grant fund program);
4. Mayor's Order 2006-61, dated June 14, 2006 (delegation and transfer of authority to DOEE Director); and
5. Mayor's Order 2015-191, dated July 23, 2015 (change name from District Department of the Environment [DDOE] to DOEE).

VI. INTRA-DISTRICT FUNDING PROVISIONS

A. COST OF SERVICES, if any

1. Total cost for services under this MOU shall not exceed \$550,000.00 for all project items identified in Part III.B.
2. Funding from DOEE shall be applied only to the items identified.
3. Funding shall not exceed actual cost.

B. PAYMENT

1. DOEE shall pay the amount stated in section "A", just above.
2. DOEE shall advance the amount stated for the fiscal year, through an Intra-District advance.

3. Advances to DPW for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. Unspent or unobligated funds at the end of the fiscal year shall be returned to DOEE's Stormwater Fund.
5. DPW shall submit a reconciliation report for the fiscal year by November 30 of the following fiscal year that shall explain the amounts charged for the period. The reconciliation report shall include copies of: (1) list of materials and their costs; (2) Labor costs, including hourly rates for each class of workers; and (3) contractor overheads.

VII. DISPUTE RESOLUTION

- A. The Parties will make every effort to resolve any disputes concerning this MOU at the Project staff level.
- B. In the event that the Parties' staff are unable to resolve a dispute, the matter will be elevated to the Parties' directors or their designees, for resolution within thirty (30) days.
- C. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

VIII. COMPLIANCE AND MONITORING

Since this MOU's funds include District of Columbia funds, DPW will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DPW shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOEE and other officials as may be specified by the District of Columbia at its sole discretion.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

Either Party may terminate this MOU in whole or in part by giving 30 calendar days advance written notice to the other Party.

XI. NOTICE

The following individuals are the official contacts for each Party under the MOU:

For DOEE:

Jeffrey Seltzer, P.E.
Stormwater Administrator
Department of Energy and Environment
1200 First Street, NE
Washington, DC 20002
Phone 202-535-1603
jeffrey.seltzer@dc.gov

For DPW:

Hallie Clemm
Department of Public Works
2000 14th Street, NW, 6th Floor
Washington, DC 20009
Phone 202- 645-5141
hallie.clemm@dc.gov

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS – FOLLOW DISTRICT LAW

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

SIGNATURES

The Parties agree to this MOU, as follows:

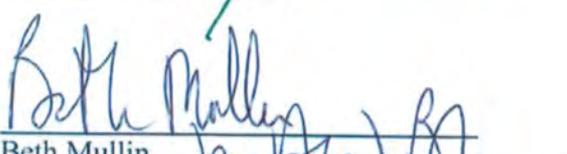
DEPARTMENT OF ENERGY AND ENVIRONMENT



Tommy Wells, Director

9/8/15

Date

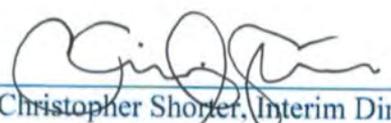


Beth Mullin
Interim General Counsel, for legal sufficiency

9-8-15

Date

DEPARTMENT OF PUBLIC WORKS



Christopher Shorter, Interim Director

9-14-15

Date

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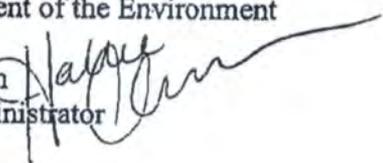
GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Public Works



Solid Waste Management Administration

MEMORANDUM

TO: Matt Robinson, Environmental Scientist
DC Department of the Environment

FROM: Hallie Clemm 
Deputy Administrator

DATE: July 30, 2015

SUBJECT: FY 2015 MS4 MOU between DPW and DDOE

The purpose of this memorandum is to memorialize our July 29th email correspondence confirming the DPW activities that will be reimbursed by the MS4 program in FY 2015. The maximum amount that will be allocated by DDOE to DPW is \$550,000. Below are the requested activities with the corresponding reimbursement amounts:

Activity	Amount	Priorit y
Hazardous waste collection from permanent DPW drop-off facility (Fort Totten)	\$ 275,000	1
Public Education (leaf collection brochures and new sweeper route advertising).	\$ 35,000	2
Operation and maintenance of MS4 regenerative air sweepers	\$ 240,000	3
Total Amount	\$ 550,000	

Please complete the FY 2015 MOU with this information. As we have in previous years, please send the draft to Ms. Christine Davis, DPW's General Counsel, for our review.

I may be reached either by email at Hallie.clemm@dc.gov or by phone on 202-645-5141 should you require any additional information about this matter.

Thank you in advance.

Critical Sources List FY 2015

Permit	Facility Name	Facility Type	Address
None	ASHKAR BROTHERS INC	Car Wash	2327 18TH ST NE UNIT WASHINGTON DC 20018
None	CONN. AVE. CAR WASH	Car Wash	4432 CONNECTICUT AVE NW UNIT WASHINGTON DC 20008
None	DR KING'S CAR WASH	Car Wash	2735 MARTIN LUTHER KING JR AVE SE UNIT WASHINGTON DC 20020
None	BERWIN CORPORATION	Car Wash	5020 WISCONSIN AVE NW UNIT WASHINGTON DC 20016
None	SOBY INC	Car Wash	1329 KENILWORTH AVE NE WASHINGTON DC 20019
None	GEORGIA BP	Car Wash	6300 GEORGIA AVE NW WASHINGTON DC 20011
None	CLEAN CARS OF WASHINGTON	Car Wash	2132 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	HAN CLEANERS	Dry Cleaners	4425 WISCONSIN AVE NW WASHINGTON DC 20016
None	C&C CUSTOM CLEANERS	Dry Cleaners	5511 CONNECTICUT AVE NW UNIT WASHINGTON DC 20015
None	12TH STREET CLEANERS	Dry Cleaners	3525 12TH ST NE UNIT WASHINGTON DC 20017
None	AMERICAN VALET INC	Dry Cleaners	4519 WISCONSIN AVE NW UNIT WASHINGTON DC 20016
None	3333 CONN. CLEANERS INC	Dry Cleaners	3333 CONNECTICUT AVE NW WASHINGTON DC 20008
None	REX CLEANERS	Dry Cleaners	7346 GEORGIA AVE NW UNIT WASHINGTON DC 20012
None	PALACE CLEANERS	Dry Cleaners	5019 WISCONSIN AVE NW WASHINGTON DC 20016
None	GLOBAL S C CLEANERS CORPORATION	Dry Cleaners	3700 MARTIN LUTHER KING JR AVE SE UNIT WASHINGTON DC 20032
None	CHU CLEANERS	Dry Cleaners	5443 MACARTHUR BLVD NW UNIT WASHINGTON DC 20016

Permit	Facility Name	Facility Type	Address
None	SERVICE CLEANERS	Dry Cleaners	2841 ALABAMA AVE SE WASHINGTON DC 20020
None	DEANE AVE CLEANERS	Dry Cleaners	4309 NANNIE HELEN BURROUGHS AVE NE WASHINGTON DC 20019
None	EMBASSY CLEANERS	Dry Cleaners	4215 CONNECTICUT AVE NW WASHINGTON DC 20008
None	CUSTOM CLEANERS INC.	Dry Cleaners	2637 CONNECTICUT AVE NW WASHINGTON DC 20008
None	Zips Dry Cleaners	Dry Cleaners	4418 Connecticut Ave. NW
None	Chevy Chase Circle Cleaners	Dry Cleaners	5708 Connecticut Ave.,NW
None	Regal Custom Cleaners	Dry Cleaners	5021 Connecticut Ave., NW
None	PRESIDENT VALET II	Dry Cleaners	4837 Wisconsin Ave., NW
None	PRESIDENT VALET, INC	Dry Cleaners	5514 Connecticut Ave., NW
None	New Town Cleaners	Dry Cleaners	3174 1/2 Bladensburg Rd., NE
None	Park Cleaners	Dry Cleaners	4304 Connecticut Ave. NW
None	MICHIGAN PARK CLEANERS	Dry Cleaners	3923 12th St., NE
None	Long Brothers Cleaners	Dry Cleaners	655 LeBaum., SE
None	USA MOTORS INC	Auto Repair	45 Q ST SW WASHINGTON DC 20024
None	WASHINGTON AUTOMATIC TRANSMISSION	Auto Repair	4451 NANNIE HELEN BURROUGHS AVE NE WASHINGTON DC 20019
None	MIDAS	Auto Repair	1620 RHODE ISLAND AVE NE WASHINGTON DC 20018
None	DISTRICT LINE AUTO SERVICES INC	Auto Repair	7825 GEORGIA AVE NW WASHINGTON DC 20012

Permit	Facility Name	Facility Type	Address
None	PAK'S AMOCO	Auto Repair	6300 GEORGIA AVE NW WASHINGTON DC 20011
None	COLLISION AUTO CLINIC	Auto Repair	2206 LAWRENCE AVE NE UNIT GARAGE BAY WASHINGTON DC 20018
None	BT & T AUTO SERVICE INC	Auto Repair	3010 RHODE ISLAND AVE NE UNIT WASHINGTON DC 20019
None	KJ AUTOCARE INC	Auto Repair	3426 18TH ST NE UNIT WASHINGTON DC 20018
None	NATIONAL AUTO CARE INC	Auto Repair	1810 EDWIN ST NE UNIT WASHINGTON DC 20018
None	GEORGETOWN GETTY	Auto Repair	2715 PENNSYLVANIA AVE NW UNIT WASHINGTON DC 20007
None	TRANSCO, INC.	Auto Repair	3399 BENNING RD NE UNIT WASHINGTON DC 20019
None	GOOD HOPE AUTO CENTER	Auto Repair	2300 PENNSYLVANIA AVE SE UNIT WASHINGTON DC 20020
None	PARKER'S EXXON	Auto Repair	4812 MACARTHUR BLVD NW WASHINGTON DC 20007
None	DISTADS AMERICAN SERVICE INC	Auto Repair	2320 MARTIN LUTHER KING JR AVE SE UNIT WASHINGTON DC 20020
None	AUTO DOCTOR, LLC	Auto Repair	4251 MINNESOTA AVE NE WASHINGTON DC 20019
None	AIRPORT EXPRESS SHUTTLE	Auto Repair	6000 SLIGO MILL RD NE UNIT WASHINGTON DC 20011
None	TECH AUTO REPAIR LLC	Auto Repair	7051 SPRING PL NW WASHINGTON DC 20012
None	CAPITOL HILL AUTO REPAIR INC	Auto Repair	2040 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	T & W AUTO REPAIR COMPANY	Auto Repair	1736 RHODE ISLAND AVE NE UNIT A WASHINGTON DC 20018
None	GOODYEAR AUTO SERVICE CENTER #0223	Auto Repair	3156 BLADENSBURG RD NE WASHINGTON DC 20018
None	CEE ELL ENTERPRISES , INC.	Auto Repair	4861 MASSACHUSETTS AVE NW WASHINGTON DC 20016

Permit	Facility Name	Facility Type	Address
None	GTS AUTO SERVICE, INC.	Auto Repair	2310 18TH PL NE WASHINGTON DC 20018
None	PUTNAM'S EXXON INC	Auto Repair	6350 GEORGIA AVE NW WASHINGTON DC 20011
None	PRECISION TRUCK REPAIR, INC.	Auto Repair	1075 KENILWORTH AVE NE UNIT WASHINGTON DC 20019
None	DIAL CAB COMPANY	Auto Repair	2838 BLADENSBURG RD NE UNIT WASHINGTON DC 20018
None	CONGRESS AUTO BODY SHOP INC	Auto Repair	4602 NASH ST NE WASHINGTON DC 20019
None	CAPITAL AUTO SERVICE	Auto Repair	4900 WISCONSIN AVE NW UNIT WASHINGTON DC 20016
None	NORTH EAST AUTO BODY	Auto Repair	3188 BLADENSBURG RD NE UNIT WASHINGTON DC 20018
None	RONNIE AUTO REPAIR	Auto Repair	1800 RHODE ISLAND AVE NE UNIT WASHINGTON DC 20018
None	SA AUTO REPAIR CORPORATION	Auto Repair	3011 MARTIN LUTHER KING JR AVE SE WASHINGTON DC 20032
None	DP AUTO SERVICE LLC	Auto Repair	4940 CONNECTICUT AVE NW UNIT WASHINGTON DC 20008
None	FORT DUPONT INC	Auto Repair	4101 ALABAMA AVE SE UNIT WASHINGTON DC 20019
None	CITY AUTO SERVICES INCORPORATION	Auto Repair	1420 RHODE ISLAND AVE NE WASHINGTON DC 20009
None	UNITED VENTURES CONSORTIUM INC	Auto Repair	2711 26TH ST NE WASHINGTON DC 20018
None	MERITT CAB ASSOCIATION	Auto Repair	1801 ADAMS ST NE UNIT WASHINGTON DC 20018
None	WEST VIRGINIA AUTO BODY	Auto Repair	2040 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	KENILWORTH BP	Auto Repair	1535 KENILWORTH AVE NE UNIT WASHINGTON DC 20019
None	MAYFLOWERCAB T/A MAYFOWER AUTO SALES & TIRE SERVICES	Auto Repair	2106 RHODE ISLAND AVE NE UNIT WASHINGTON DC 20018

Permit	Facility Name	Facility Type	Address
None	CIRCLE EXXON	Auto Repair	5521 CONNECTICUT AVE NW UNIT WASHINGTON DC 20015
None	COLLISION CENTER OF WASHINGTON LLC	Auto Repair	6250 CHILLUM PL NW UNIT WASHINGTON DC 20011
None	ADVANCE AUTO INCORPORATED	Auto Repair	1850 ADAMS ST NE UNIT WASHINGTON DC 20018
None	C&E AUTO SERVICES	Auto Repair	1729 BLADENSBURG RD NE UNIT WASHINGTON DC 20002
None	JINDAL ANDRE AUTOMOTIVE SERVICES	Auto Repair	1636 BLADENSBURG RD NE WASHINGTON DC 20002
None	AKI AUTO REPAIRS, INC.	Auto Repair	2034 WEST VIRGINIA AVE NE UNIT WASHINGTON DC 20002
None	IMPERIAL AUTO BODY OF DC INC	Auto Repair	6420 CHILLUM PL NW UNIT WASHINGTON DC 20012
None	ALL MAKE AUTO INC	Auto Repair	1800 ADAMS ST NE WASHINGTON DC 20018
None	C&W AUTO REPAIR & BODY SHOP	Auto Repair	2626 EVARTS ST NE WASHINGTON DC 20018
None	ANT AUTO REPAIR	Auto Repair	2600 28TH ST NE UNIT 1ST FL/BAS WASHINGTON DC 20018
None	AA ENTERPRISES LLC	Auto Repair	3010 RHODE ISLAND AVE NE WASHINGTON DC 20018
None	NAIJA MOTORS, INCORPORATED	Auto Repair	1325 KENILWORTH AVE NE WASHINGTON DC 20019
None	ARIF AND SONS INC	Auto Repair	2651 BENNING RD NE WASHINGTON DC 20002
None	DREAMS AUTO SALES & SERVICE, INC.	Auto Repair	2507 BLADENSBURG RD NE WASHINGTON DC 20018
None	CAPITAL CERTIFIED COLLISION CENTER LLC	Auto Repair	934 MICHIGAN AVE NE WASHINGTON DC 20017
None	MURPHY'S AUTO BODY INC.	Auto Repair	1708 GOOD HOPE RD SE WASHINGTON DC 20020
None	EASTERN AUTO REPAIR, LLC	Auto Repair	6129 KANSAS AVE NE WASHINGTON DC 20011

Permit	Facility Name	Facility Type	Address
None	RAPID TAXI CAB	Auto Repair	6000 SLIGO MILL RD NE WASHINGTON DC 20011
None	COSTCO WHOLESALE #1120	Auto Repair	2441 MARKET ST NE WASHINGTON DC 20018
None	T & V INTERNATIONAL MOTORS LLC	Auto Repair	2712 BLADENSBURG RD NE WASHINGTON DC 20018
None	AA MAKSABA LLC	Auto Repair	2417 EVARTS ST NE WASHINGTON DC 20018
None	ROCK CREEK VALERO AT WATERGATE INC	Auto Repair	2708 VIRGINIA AVE NW WASHINGTON DC 20037
None	GERMAN TECH AUTO SERVICES INC	Auto Repair	2040 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	TONY AUTO REPAIR AND BODY SHOP INC	Auto Repair	2040 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	BIG JONES ENTERPRISE LLC	Auto Repair	1851 ADAMS ST NE WASHINGTON DC 20018
None	Exxon Minnesota	Auto Repair	4100 HUNT PL NE Washington DC 20019
None	BROOKLAND EXXON SERVICE STATION	Auto Repair	1020 MICHIGAN AVE NE WASHINGTON DC 20017
None	GEORGETOWN SERVICE CENTER, INC.	Auto Repair	2149 QUEENS CHAPEL RD NE WASHINGTON DC 20018
None	HM AUTO SERVICE INC	Auto Repair	3820 MINNESOTA AVE NE WASHINGTON DC 20019
None	GRAND AND TRAVEL	Auto Repair	3001 EARL PL NE WASHINGTON DC 20018
None	KANGAROO AUTO CREW	Auto Repair	2251 FAIRLAWN AVE SE WASHINGTON DC 20020
None	MERCI-MOM AUTO SALES, INC	Auto Repair	3010 RHODE ISLAND AVE NE UNIT A WASHINGTON DC 20018
None	CONNECTICUT AVENUE AMOCO INC	Auto Repair	5001 CONNECTICUT AVE NW WASHINGTON DC 20008
None	CARMASS AUTO SALES, INC.	Auto Repair	1736 RHODE ISLAND AVE NE WASHINGTON DC 20018

Permit	Facility Name	Facility Type	Address
None	AMA TIRES AUTO REPAIR	Auto Repair	2040 WEST VIRGINIA AVE NE WASHINGTON DC 20002
None	EMPIRE DC FLYER PEOPLE CAB ASSOCIATION	Auto Repair	2912 BLADENSBURG RD NE WASHINGTON DC 20018
None	Fort Davis Exxon	Auto Repair	3825 Alabama Ave SE
None	Ghuman Inc.	Auto Repair	39 Q St. SW
None	Tentley Town Exxon	Auto Repair	4244 Wisconsin Ave NW
None	F&A Auto Service	Auto Repair	2325 18th St. NE
None	T&A Auto Service	Auto Repair	1215 Kenilworth Ave. NE
None	Good Hope Auto Center	Auto Repair	2713 Good Hope Rd. SE
None	Right Hour Auto Sales Inc	Auto Repair	2201 Channing St., NE
None	PAN-AM TAXI CAB Repair	Auto Repair	2204 Lawrence Ave., NE
None	AYT Advantage Auto Repair	Auto Repair	2121 W. Virginia Ave., NE
None	Exxon Minnesota	Auto Repair	7605 Georgia Ave. NW
None	East-West Auto	Auto Repair	2405 22nd st NE
None	Sonny's Amoco	Auto Repair	5207 Nannie Helen Burroughs Ave. NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	1725 15th St NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	100 42nd St NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	1835 WEST VIRGINIA AV NE

Permit	Facility Name	Facility Type	Address
None	DEPARTMENT OF TRANSPORTATION	Municipal Facility	1735 15th St NE (Field Operations Warehouse)
None	OSSE	Municipal Facility	4 DC Village Lane, SW
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	3200 Benning Road trash transfer station
None	DEPARTMENT OF TRANSPORTATION	Municipal Facility	414 Farragut St, NE street and bridge maintenance
None	DEPARTMENT OF TRANSPORTATION	Municipal Facility	1403 W St, NE street and bridge maintenance facility
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	2200 Adams Place NE fleet fueling facility
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	4901 John McCormack (Bates) Rd NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	4902 John McCormack (Bates) Rd NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	2400 East Capitol St NE
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	3865 Fort Dr NW
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	3320 Idaho Ave NW
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	5001 Shepherd PKWY SW
None	DEPARTMENT OF PUBLIC WORKS	Municipal Facility	2455 Alabama Ave NE
None	US NATIONAL ARBORETUM	Federal Facility	3501 New York Ave., NE
None	FORT LESLIE J MCNAIR MDW US ARMY	Federal Facility	4th St., SW and P St., SW
None	ROCK CREEK PARK	Federal Facility	5000 Glover Rd., NW
None	US BUREAU OF ENGRAVING AND PRINTING	Federal Facility	14th St., SW and C St., SW

Permit	Facility Name	Facility Type	Address
None	CAPITAL POST TOWING INC	Towing	200 Riggs Rd., NE
None	HAM'S TOWING INC.	Towing	1239 Kenilworth Ave., NE
None	CAPITAL PAVING OF DC	Maintenance Yard	1525 W St., NE
None	First Transit	Maintenance Yard	1710 17th St., NE
None	WMATA BLADENSBURG	Maintenance Yard	2250 26th St., NE
None	US BRENTWOOD MAINTENANCE FACILITY	Federal Facility	900 Ohio Dr., SW
None	MAGNOLIA PLUMBING INC	Maintenance Yard	600 Gallatin St., NE
None	A1 ENGINE AND DIESEL REPAIR	Auto Repair	1515 Kenilworth Ave., NE
None	Western Metro Bus Garage	Maintenance Yard	5230 Wisconsin Avenue, NW
None	METROPOLITAN POLICE DEPT - WATER STREET	Municipal Facility	550 Water St., SW
None	International Limo	Auto Repair	2300 T St. NE
None	EAST POTOMAC GOLF COURSE	Maintenance Yard	970 Ohio Dr., SW
None	Martz Group	Maintenance Yard	1000 Ohio Dr., SW
None	UNIVERSITY OF THE DISTRICT OF COLUMBIA	Municipal Facility	4200 Connecticut Ave., NW
None	PEPCO BUZZARD POINT FACILITY (PPR BUZZARD POINT)	Transformer Switchyard	1st St., and V St., SW
Individual	Blue Plains		5000 Overlook Ave., SW Washington DC 20032
Individual	Washington Aqueduct		5900 MacArthur Blvd., Washington DC 20016

Permit	Facility Name	Facility Type	Address
Individual	WW2 Memorial		17th St., and Independence Ave., SW Washington DC 20024
Individual	WMATA Mississippi Ave Pumping Station		1400 Mississippi Ave., SE Washington, DC 20032
Individual	Superior Concrete		5001 Fort Totten Drive, NE Washington DC 20011
Individual	Kennedy Center		2700 F St., NW Washington DC 20566
Individual	NRG (they're being removed)		1400 North Royal St., Alexandria VA 22314
Individual	Pepco Benning Road (being removed as well)		3400 Benning Rd., NW Washington DC 20019
Individual	GSA West Heating Plant		1051 29th St., NW Washington DC 20007
Individual	Navy Yard		1014 N St., SE Washington DC 20374

Critical Source Inspections FY 2015

Name	Address	Date
Connecticut Ave., Amoco	5001 Connecticut Ave., NW	10/16/2014
Han Cleaners	4425 Wisconsin Ave., NE	10/16/2014
Kenilworth BP	1535 Kenilworth Ave., NE	10/28/2014
Montana Double Wash	2327 18th St., NE	10/28/2014
National Auto Care	1810 Edwin St., NE	11/5/2014
Georgetown Body Shop	2149 Queens Chapel Rd., NE	11/5/2014
Big Jones Auto Works	1851 Adams St., NE	11/5/2014
USA Motors	45 Q St., SW	11/7/2014
HM Auto Service	3820 Minnesota Ave., NE	11/7/2014
Capitol Hill Auto	2040 West Virginia Ave., NW	11/7/2014
Midas Automotive	1620 Rhode Island Ave., NE	11/13/2014
A.A. Maksaba	2417 Evarts St., NE	11/13/2014
East-West Auto	2405 22nd St., NE	11/13/2014
Jindal Andre Auto Service	1636 Bladensburg Rd., NE	11/13/2014
Pan Am Cab Association Auto	2204 Lawrence Ave., NE	11/19/2014
Capital Paving and Towing	1525 W St., NE	11/19/2014
Flagship Car Wash	4432 Connecticut Ave., NW	11/24/2014
Global Cleaners	3700 Martin Luther King Jr. Ave., SE	11/24/2014
Transco Inc.	3399 Benning Rd., NE	11/25/2014
Congress Auto Body	4602 Nash St., NE	11/25/2014
Brookland Exxon	1020 Michigan Ave., NE	11/25/2014
BT and T Auto Service	3010 Rhode Island Ave., NE	12/8/2014
Tech Auto	7051 Spring Place, NW	12/9/2014
German Technology	2040 West Virginia Ave., NW	12/9/2014
Collision Center	6250 Chillum Place, NW	12/9/2014
Georgia BP Car Wash	6300 Georgia Ave., NW	1/22/2015
Georgia BP Auto	6300 Georgia Ave., NW	1/22/2015
Rex Cleaners	7346 Georgia Ave., NW	1/22/2015
Minnesota Ave., Exxon	4100 Hunt Place, NE	1/28/2015
Circle Exxon	5521 Connecticut Ave., NW	2/12/2015
Galaxie Cleaners	5708 Connecticut Ave., NW	2/12/2015
Putnam's Exxon Service Cent	6350 Georgia Ave., NW	2/13/2015
Fort Dupont Inc.	4101 Alabama Ave., SE	2/13/2015
New Town Cleaners	3174.5 Bladensburg Rd., SE	2/25/2015
Wash and Shine	5020 Wisconsin Ave., NW	2/28/2015
Auto Doctor	4251 Minnesota Ave., NE	3/2/2015
12th St., Cleaners	3525 12th St., NE	3/2/2015
Fort Davis Exxon	3825 Alabama Ave., SE	3/3/2015
Magnolia Plumbing	600 Gallatin St., NE	3/10/2015
Platinum Towing	198 Riggs Rd., NE	3/16/2015
C and E Auto Service	1729 Bladensburg Rd., NE	3/16/2015
T and W Auto Repair	1736 Rhode Island Ave., NE	3/16/2015
Dream Auto Services	2507 Bladensburg Rd., NE	3/16/2015
Kangaroo Auto Crew	2251 Fairlawn Ave., SE	3/17/2015
Good Hope Auto Center	2300 Pennsylvania Ave., SE	3/17/2015

Name	Address	Date
Good Hope Auto Center	2713 Good Hope Rd., SE	3/17/2015
MPD Fleet Fueling	3320 Idaho Ave., NW	3/17/2015
Dr. King's Brushless Car Wash	2735 Martin Luther King Jr. Ave., SE	3/17/2015
US Arboretum Maintenance	3501 New York Ave., NE	3/19/2015
Precision Truck Repair	1075 Kenilworth Ave., NE	3/23/2015
T and A Used Auto Parts	1215 Kenilworth Ave., NE	3/23/2015
Auto Ward	2034 West Virginia Ave., NE	3/23/2015
West Virginia Auto Body	2040 West Virginia Ave., NW	3/23/2015
Georgetown Valero	2715 Pennsylvania Ave., NE	3/25/2015
American Valet	4519 Wisconsin Ave., NW	3/26/2015
Costco Wholesale	2441 Market St., NE	3/31/2015
Ham's Towing	1239 Kenilworth Ave., NE	3/31/2015
ADC Towing	1075 Kenilworth Ave., NE	3/31/2015
DPW Fueling Lot	100 42nd St., NE	3/31/2015
DPW Reno Salt Dome	3815 Fort Drive, NW	4/7/2015
UDC	4200 Connecticut Ave., NW	4/7/2015
Tenleytown Exxon	4244 Wisconsin Ave., NW	4/14/2015
Northeast Auto Body	3188 Bladensburg Rd., NE	4/21/2015
Airport Express Auto Repair	6000 Sligo Mill Rd., NE	4/21/2015
OSSE Bus Lot	4 A DC Village Lane, SW	4/22/2015
First Transit	1710 17th St., NE	4/27/2015
GTS Auto Body	2310 18th Place, NE	4/27/2015
Dial A Cab	2838 Bladensburg Rd., NE	4/27/2015
Chu's Cleaners	5443 Macarthur Boulevard, NW	4/28/2015
(Facility Closed)	1325 Kenilworth Ave., NE	4/29/2015
Capital Certified Collision Ce	934 Michigan Ave., NE	4/29/2015
DPW Fueling Lot	2455 Alabama Ave., SE	4/30/2015
Empire Cab	2912 Bladensburg Rd., NE	5/6/2015
Washington Transmission	4451 Nannhie Helen Burroughs	5/6/2015
C and C Custom Cleaners	5511 Connecticut Ave., NW	5/21/2015
President Valet	5514 Connecticut Ave., NW	5/21/2015
Custom Cleaner	2637 Connecticut Ave., NW	5/21/2015
DP Auto Service	4940 Connecticut Ave., NW	6/17/2015
Embassy Cleaners	4215 Connecticut Ave., NW	6/17/2015
Merci-Mom	3010 Rhode Island Ave., NE	7/15/2015
AA Enterprises	3010 Rhode Island Ave., NE	7/15/2015
Park Lane Cleaners	4304 Connecticut Ave., NW	7/20/2015
Uptown Cleaners	3333 Connecticut Ave., NW	7/20/2015
DDOT Street and Bridge Maint	414 Farragut St., NE	7/21/2015
DPW Fort Totten Transfer Sta	4900 Bates Rd., NE	7/23/2015
President Valet II	4837 Wisconsin Ave., NW	7/29/2015
C and W Auto Repair and Bod	2626 Evarts St., NE	8/10/2015
Carmass Auto Repair	1736 Rhode Island Ave., NE	8/10/2015
City Auto Care	1420 Rhode Island Ave., NE	8/10/2015
Mayflower Auto Sales and Tir	2106 Rhode Island Ave., NE	8/10/2015
Best Value Tire Services	2712 Bladensburg Rd., NE	8/10/2015

Name	Address	Date
Gulf Car Wash	1329 Kenilworth Ave., NW	8/13/2015
Service Cleaners	2841 Alabama Ave., SE	8/13/2015
Regal Cleaners	5021 Connecticut Ave., NW	8/19/2015
All Make Auto	1800 Adams St., NE	8/20/2015
Stadium Exxon	2651 Benning Rd., NE	8/20/2015
Ronnie Transmission Shop	1800 Rhode Island Ave., NE	8/20/2015
A1 Engine and Diesel Repair	1515 Kenilworth Ave., NE	8/20/2015
M and G Auto and Tire	1801 Adams St., NE	8/20/2015
AYT Auto	2121 West Virginia Ave., NE	8/20/2015
Rock Creek Valero	2708 Virginia Ave., NW	8/26/2015
District Line Auto	7825 Georgia Ave., NW	8/26/2015
Imperial Auto Body	6420 Chillum Place, NW	8/26/2015
Spring Valley Exxon	4861 Massachusetts Ave., NW	8/26/2015
DPW Fueling	2200 Adams Place, NE	8/26/2015
DPW Fleet and Parking Enfor	1725 15th St., NE	8/31/2015
DPW Fueling and Car Wash	1835 West Virginia Ave., NE	8/31/2015
DPW Impound	5001 Shepherd Parkway, SW	8/31/2015
DPW Leaf and Snow HQ	2400 East Capitol St., NE	8/31/2015
DDOT Transportation Service	1735 15th St., NE	9/1/2015
DPW Benning Road Transfer	3200 Benning Rd., NE	9/2/2015
DPW Fueling Staton	4902 Bates Rd., NE	9/2/2015
Landmark Services Tourmobi	1000 Ohio Drive, SW	9/3/2015
NPS East Potomac Golf Cours	970 Ohio Dr., SW	9/3/2015
NPS Brentwood Facility	515 New York Ave., NE	9/3/2015
Sony's Amoco	5207 Nannie Helen Burroughs Ave., NE	9/8/2015
Dean Ave. Cleaners	4309 Nannie Helen Burroughs Ave., NE	9/8/2015
Pepco Switchyard	1st and V St., SW	9/9/2015
F and D Auto Repair	2325 18th St., NE	9/10/2015
DDOT	1403 W St., NE	9/10/2015
KJ Autocare	3426 18th St., NE	9/14/2015
AMA Tires	2040 West Virginia Ave., NW	9/14/2015
Dept. of Treasury Bureau of F	301 14th St., SW	9/15/2015
S & A Auto Repair	3011 Martin Luter King Jr. Ave., SE	9/16/2015
Distad's American Service, In	2320 Martin Luther King Jr. Ave., SE	9/30/2015
Long Bros Cleaners	655 LeBaum St., SE	3/26/2015

**District of Columbia NPDES Compliance Monitoring Strategy
Federal Fiscal Year 2015**

**Compliance Monitoring Strategy Annual Report
Core Program and Wet Weather Sources**

NPDES Compliance Monitoring Strategy

Federal Fiscal Year 2015 End of Year Report

Introduction:

The United States Environmental Protection Agency (US EPA) Region III Office of National Pollutant Discharge Elimination System (NPDES) Permits and Enforcement presents the *NPDES Compliance Monitoring Strategy (CMS) Federal Fiscal Year 2015 End of Year Report* template. The intent of this document is to assist each State with reporting compliance monitoring activities as they are described within the October 17, 2007 Compliance Monitoring Strategy (CMS). The CMS reporting template provides EPA's State partners with a consistent format for end of year reporting on compliance monitoring activities conducted during the 2015 Federal Fiscal Year, October 1, 2013-September 30, 2015. US EPA requests that each state complete and submit the NPDES CMS FY 2015 End of Year Report to EPA **by December 30, 2015**.

CMS Template Instructions:

- 1) Refer to your State/Commonwealth's 2015 Compliance Monitoring Strategy which was due October 31, 2013 and insert the corresponding values to the columns for *Universe of Facilities* and *FY 2015 State Inspection Commitments* of facilities and inspection commitments.
- 2) Populate the *FY2015 State Inspections Completed* column with the numbers of completed compliance monitoring activities for each Sector of the Core NPDES Program and the Wet Weather Programs.
- 3) Using the Notes/Comments section, briefly address discrepancies related to FY 2015 compliance monitoring commitments and the final totals for FY 2015 inspections completed by the state.
- 4) Submit the FY 2015 CMS End of Year Report to the EPA Region III, Office of NPDES Permits and Enforcement by December 30, 2015.

District of Columbia FY 2015 NPDES Core Program Proposed Compliance Monitoring Strategy

1.A Major Permittees

Majors	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.A.1. 100% of Major permittees should receive at least one Comprehensive inspection once every two (federal fiscal) years. (50% per year)	5	4	4
Notes/Comments: In FY2015 DOEE WQD inspected four (4) Major NPDES Permitted facilities – DC WASA (DC0021199), GenOn Potomac River Generating Station (DC0022004), Pepco (DC0000094), and Wash Aqueduct (DC0000019). The DC Government MS4 (DC0000221) is inspected by the US EPA.			

1.B Minor Permittees

Minors	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.B. Traditional Minors should receive one inspection every five years. For minors that discharge to a 303d listed water body a Comprehensive inspection should be conducted. In addition, the total number of Comprehensive inspections for all traditional Minors should be 5% of the total.			
1.B.b. “Traditional” minors that discharge to CWA Section 303(d) and 305(b) listed waters.	6	3	3
1.B.a. “Traditional” minor permittees that do not discharge to water bodies listed on the CWA Section 303(d) list of impaired waters.			
Notes/Comments: In FY2015 DOEE WQD inspection three (3) Non-major NPDES Permitted facilities – GSA West Heating Plant (DC0000035), Super Concrete Corporation (DC0000175), and WMATA Mississippi Avenue Pumping Station (DC0000337).			

1.C.1&2 Pretreatment Audits/PCIs

Approved Pretreatment Program Cities	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.C.1. Conduct one Pretreatment Audit every five years. The audit should include at least two oversight inspections of the Approved Program city performing industrial inspections.	1	None (conducted by EPA)	N/A
1.C.2. Conduct two Pretreatment Compliance Inspections (PCIs) every five years. PCIs should not be conducted in the same year that a Pretreatment Audit is conducted.	1	None (conducted by EPA)	N/A
Notes/Comments:			

1.C.3 Significant Industrial User Inspections

Industries Outside Program Cities	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.C.3. Conduct an annual inspection, with sampling as appropriate.	0	N/A	N/A
Notes/Comments:			

1.E Biosolids

Major Municipals	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.E. Conduct one Sludge inspection every five years. May be done in conjunction with compliance inspections (CEIs, CSIs).		N/A	N/A
Minor Municipals	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
1.E.(i). Minor Municipals that dispose of sludge by land application should have one sludge inspection performed once every five years. The Sludge inspection may be done in conjunction with compliance inspections, Comprehensive or non-Comprehensive.		N/A	N/A
Notes/Comments:			

District of Columbia FY 2015 Wet Weather Programs Inspection Proposed Compliance Monitoring Strategy

2.A. Combined Sewer Systems

Major Municipals	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.A. Conduct a CSO inspection of of Majors having a combined sewer system once every three years. (Can be done in conjunction with compliance inspections).	1	N/A	N/A
Minor Municipals	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.A.(i). Conduct a CSO inspection of Minors having a combined sewer system once every five years. (Can be done in conjunction with compliance inspections).			
Notes/Comments:			

2.B. Separate Sewer Systems

Major & Minor Municipals	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.B. No set frequency - To be scheduled on an as needed basis. May be conducted in conjunction with compliance inspections (e.g., CIEs, CSIs)	1	N/A	N/A
Notes/Comments:			

2.C Stormwater

2.C.1 Municipal Separate Storm Sewer Systems

Phase 1 Audits	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.1.a. Conduct one audit of each MS4 Phase 1 permittee every five years.	1	N/A	N/A
2.C.1.a.(i). Number of MS4 Phase 1 enforcement actions last year FY 2015			
Notes/Comments: Inspection and audit conducted by EPA.			

MS4 Phase 1 Inspections	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.1.b. Conduct MS4 Inspections on an as-needed basis.	1	N/A	N/A
Notes/Comments: Inspection and audit conducted by EPA.			
MS4 Phase 2 Inspections and Audits	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.1.c. Perform one audit of all MS4 Phase 2 permittees over seven years. Reinspect all facilities within five years.			
2.C.1.c.(i). Number of MS4 Phase 2 enforcement actions last year			
2.C.1.c.(i). Number of facilities inspected 5 years ago (FY2010)			
Notes/Comments:			

2.C.2 Industrial Stormwater

Industrial Stormwater Inspections	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.2. Inspect 10% of permitted Industrial Stormwater facilities. Priority should be given to those sites that discharge to 303(d) listed waters or high quality waters of the state.	41	10% each year; at a minimum once per permit cycle	5
Notes/Comments: DOEE inspected five (5) permitted industrial stormwater facilities covered under the MSGP in FY2015. These are NPS Rock Creek Park Maintenance Facility, WMATA – Western Bus Division Facility, the Washington Marina, Naval Station Anacostia, and Bolling Air Force Base. These five facilities represent 12% of the permitted facilities in FY2015. An additional nine (9) facilities have No Exposure certifications under the MSGP; in FY2015, two of these facilities were inspected (Eastern Power Boat Club and Northeast Transfer Station), which represents 22% of the No Exposure certifications. Combined the seven facilities inspected represent 14% of the MSGP covered sites in FY2015.			

2.C.3 Construction Stormwater

Phase 1 (greater than 5 acres) Construction Stormwater Inspections	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.3.a. Inspect at least 10% of permitted sites Phase 1 Construction SW sites. Priority should be given to those sites that discharge to 303(d) listed waters and high quality waters of the state.	DDOE Watershed Protection Division.	10% of Phase-I sites annually 5% of Phase-II sites annually	Conducted by DDOE Watershed Protection Division
2.C.3.a.(i). Number of Unpermitted Phase 1 Construction SW sites			
Notes/Comments:			

Phase 2 (1 to 5 acres) Construction Stormwater Inspections	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.C.3.b. Inspect at least 5% of permitted sites Phase 2 Construction SW sites. Priority should be given to those sites that discharge to 303(d) listed waters and high quality waters of the state.	DDOE Watershed Protection Division.	10% of Phase-I sites annually 5% of Phase-II sites annually	Conducted by DDOE Watershed Protection Division
2.C.3.b.(i). Number of Unpermitted Phase 2 Construction SW sites			
Notes/Comments:			

2.D. Concentrated Animal Feeding Operations

Large and Medium CAFOs with Permits	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.D.1. Inspect large and medium CAFOs at least once every five years.	None	N/A	N/A
Notes/Comments:			
Large Unpermitted CAFOs	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.D.2. If not inspected to date, all unpermitted Large CAFOs should be inspected within five years to determine if the facility discharges. Thereafter, inspect as needed based on the possibility of an unauthorized discharge.	None	N/A	N/A
Notes/Comments:			
Medium Unpermitted AFOs	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.D.3. Medium AFOs need a one-time assessment to determine size and whether facility discharges.	None	N/A	N/A
Notes/Comments:			
Small AFOs	Universe of Facilities	FY 2015 State Inspection Commitments	FY 2015 State Inspections Completed
2.D.4. Small AFOs should be inspected as needed based on citizen complaint.	None	N/A	N/A
Notes/Comments:			

Government of the District of Columbia

District Department of the Environment

Environmental Enforcement Guidelines



March 18, 2015



GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment



OFFICE OF THE DIRECTOR

Our agency works on many fronts to make the District a cleaner, healthier, more sustainable place to live, work, and play. In your role as inspectors, permit writers, managers, and program attorneys, you help us succeed in our mission and vision.

When someone violates the law, we often give a warning or try to educate, hoping to get compliance. If that does not work, we are not afraid to use our full legal authorities to protect our citizens and the local environment: we will enforce.

These enforcement guidelines are intended to make your enforcement efforts a little easier. Whatever your enforcement task—applying the multi-day penalties, settling a case, appearing before an Administrative Law Judge, and more—please use this document to support your efforts.

Sincerely,

Tommy Wells, Director



DISTRICT DEPARTMENT OF THE ENVIRONMENT
ENVIRONMENTAL ENFORCEMENT GUIDELINES

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I. POLICY OVERVIEW AND GENERAL CONSIDERATIONS

A. Introduction

This document discusses enforcement by the District Department of the Environment (DDOE or the Department) and provides guidelines for DDOE staff to use in monitoring compliance, taking enforcement actions to address violations, and assisting violators in returning to compliance. The policies and procedures stated below do not carry the force of law and are intended solely to provide guidance. If a conflict were to arise between these guidelines and District of Columbia statutes and regulations, the statutes or regulations would control.

In some instances, program-specific Standard Operating Procedures (SOPs) may identify additional priorities and procedures not included in these guidelines. The programs must consult their SOPs to address timely and appropriate enforcement responses to violations that are designated as high priority violations or significant non-compliance. These SOPs may also identify special tracking systems for documenting suspected violations, including a time schedule for resolving such cases. Any conflicts between these general guidelines and the program-specific procedures should be brought to the attention of the Director of the Office of Enforcement and Environmental Justice (OEEJ), who will work with enforcement staff, their managers, and the Office of the General Counsel (OGC) to provide resolution.

B. DDOE's Mission and Vision

1. Mission

DDOE's mission is to improve the quality of life for the residents and natural inhabitants of the nation's capital by protecting and restoring the environment, conserving our natural resources, mitigating pollution, and educating the public on ways to secure a sustainable future.

2. Vision

DDOE envisions a nation's capital that sets the standard for environmentally responsible and sustainable practices. We envision a city whose rivers and waters are fishable and swimmable; whose buildings and infrastructure help protect our health and environment; and whose residents, businesses, and visitors embrace and employ smart environmental practices in their daily lives and work together to deliver a clean, healthy, and vibrant city to future generations.

C. DDOE Enforcement Policy

DDOE was established to, among other things, improve the quality of District urban life and to streamline the enforcement and administration of District and federal environmental laws and regulations. Through its many enabling authorities and promulgated regulations, DDOE has developed and implemented processes that provide assistance to the regulated community and help achieve environmental compliance. Enforcement is an important and valuable tool for assuring compliance with environmental laws and regulations.

DDOE is committed to providing consistent, timely, and appropriate enforcement actions that protect the public health and the environment while creating a credible deterrent to possible future violations. It is DDOE's practice to consider all enforcement options, select the most appropriate and effective option commensurate with the nature of the violation, and assess fair and equitable penalties based on specific factors identified in the Department's penalty policies below.

In implementing its enforcement responsibilities, DDOE seeks to:

- Ensure that facilities are complying with environmental requirements,
- Stop repeat violations and correct ongoing violations,
- Deter future violations,
- Remove the economic benefit of noncompliance,
- Remediate the environmental impact of past violations, and
- Take timely, appropriate, fair, consistent, and effective enforcement actions when necessary.

The District's Civil Infractions Schedule of Fines categorizes, or classifies, a substantial number of environmental regulations that DDOE is authorized to enforce. Classifications are made according to the nature and severity of the violations and their potential to impact human and environmental health. Under the Schedule of Fines, Class 1 and Class 2 violations are considered the most egregious and serious violations. Class 3 violations contain mixed minor/serious violations, and Classes 4 and 5 are generally minor violations. The Schedule of Fines is found in Chapters 32 and 40 of Title 16 of the District of Columbia Municipal Regulations (DCMR) and is discussed in greater detail in other sections of this document.

The classifications in the Schedule of Fines provided a useful benchmark for these Guidelines and were used to help establish appropriate enforcement responses and protocols for the Department. In 2014, a comprehensive revision to the DDOE Schedule of Fines was made to the violations for eight separate programs administered by the Department. The new Schedule of Fines was adopted as a final rule on August 15, 2014.

Proper execution of these Guidelines will help DDOE carry out its mission and achieve its vision for the District.

D. Enforcement Roles within DDOE

The various environmental programs, OEEJ, and OGC all play key roles in DDOE's enforcement.

1. DDOE's Environmental Programs

Three Administrations—Environmental Services, Natural Resources, and Energy—have enforcement responsibility within DDOE. Inspectors in these Administrations are assigned to Divisions and serve as the primary contacts for the regulated community and the public. These inspectors are the Department's first responders to instances of environmental

noncompliance. The Administrative Services Administration staffs an Emergency Response Coordinator position to coordinate response to environmental emergencies and lead a cross-agency team of inspectors at sites involving hazardous materials or potentially criminal activity.

The Divisions are further organized into Branches that address specific environmental areas. The Office of the Director and the managers of these divisions, in conjunction with OEEJ's Chief and the General Counsel, determine DDOE's enforcement priorities. DDOE Divisions and Branches with enforcement mandates are as follows:

Environmental Services Administration

Toxic Substances Division

- Hazardous Materials/Pesticides Branch
- Underground Storage Tanks/Leaking Underground Storage Tanks Branch

Air Quality Division

- Compliance and Enforcement Branch

Lead & Healthy Housing Division

- Compliance and Enforcement Branch

Natural Resources Administration

Fisheries & Wildlife Division

- Fisheries Management Branch
- Wildlife Management Branch

Water Quality Division

- Permitting and Enforcement Branch

Watershed Protection Division

- Inspection and Enforcement Branch

Stormwater Management Division

Energy Administration

Data and Benchmarking Division

2. The Office of Enforcement and Environmental Justice

OEEJ develops and implements effective practices to support DDOE enforcement efforts. OEEJ works directly with DDOE's environmental enforcement programs by providing training, developing standard procedures, maintaining records, and managing the civil infractions program. OEEJ also helps ensure that DDOE programs develop and implement fair and effective

compliance and enforcement policies and practices and maintain a highly trained inspection and enforcement staff to fulfill the Department's environmental mandates.

3. The Office of the General Counsel

OGC attorneys provide legal advice to DDOE's enforcement programs, including legal sufficiency reviews of documents such as correspondence, contracts, settlement agreements, rules, and legislation. OGC also provides litigation support and representation for administrative cases initiated by inspectors, cases referred to the U.S. Environmental Protection Agency, and cases referred to the Office of the Attorney General for civil or criminal judicial prosecution.

E. Other Entities That Support DDOE Enforcement

1. The District of Columbia Office of Administrative Hearings (OAH)

OAH is an administrative court that provides centralized adjudication services for numerous District agencies. For DDOE, OAH processes Notices of Infraction (NOIs) and other agency enforcement actions that remain contested and unresolved after the Department's internal process. Depending on a respondent's plea, OAH may conduct a formal adjudicatory hearing. It concludes a case with a Final Order that may be appealed.

2. The District of Columbia Metropolitan Police Department (MPD)

MPD is vested with authority to investigate and prosecute some environmental crimes, and DDOE can seek to work with MPD as needed on enforcement actions.

3. The District of Columbia Office of the Attorney General (OAG)

When matters require civil or criminal litigation in courts, rather than through an administrative process, DDOE's OGC will try the case with active support from OAG's litigation section and technical support from DDOE staff. OAG also handles appeals to OAH Final Orders.

4. The District of Columbia Department of Consumer and Regulatory Affairs (DCRA)

DCRA issues professional and technical licenses and permits, conducts inspections, enforces building, housing, and safety codes, regulates land use and development, and provides consumer education and advocacy services. DCRA is vested with authority to implement and enforce several laws and regulations that impact DDOE activities mainly through licensure, permitting, and land use development. The two agencies proactively coordinate certain permitting functions and also assist each other when investigating violations.

5. The U.S. Environmental Protection Agency (EPA)

EPA is the federal agency with primary environmental enforcement authority except in areas such as hazardous wastes, underground storage tanks, and air quality where EPA has

authorized the District to administer and enforce its own laws in lieu of federal law. Even in delegated areas, EPA may conduct activities in the District, including initiating enforcement, and will notify DDOE of its activities. EPA may also file its own federal actions even when DDOE has initiated an enforcement action – commonly called overfiling – when EPA feels DDOE’s penalty is too low or DDOE’s enforcement has been inadequate. This can occur, for example, when a facility/source has been on EPA’s “Watch List” for an extended period without resolution. DDOE may also refer environmental violations—especially criminal matters—to EPA for enforcement following a referral protocol.

II. THE ENFORCEMENT PROCESS

A. Inspections and Compliance Audits

DDOE’s first steps in enforcement may include a number of activities, such as conducting a records review, inspecting a site as a result of a scheduled or unscheduled compliance audit, or responding to a citizen complaint or an emergency. Such activities help determine whether a facility is in compliance with all applicable permits, regulations, and statutes.

As part of the inspection or compliance audit, an inspector may conduct a visual observation of a site or a facility’s operations, review records, interview site personnel, take samples, or any combination of the above. The results of any inspection activity and/or record review constitute the Department’s findings.

Details such as who, what, when, where, why, and how help provide an adequate picture of the inspection findings and should be addressed in the inspection report. The inspection report may also contain recommendations for additional review activity. Typical enforcement responses may include taking or requiring collection of additional samples or requesting additional documents (e.g., information regarding the ownership of the facility or financial assurance).

Inspectors should consult the relevant statutes, regulations, and SOPs before conducting the inspection and preparing the inspection report. An inspection report should be prepared as soon as possible after the inspection is completed or within 30 days, unless the relevant SOPs provide a different timeframe.

B. Elements of an Inspection Report

Each Program’s SOPs provide guidelines for conducting inspections and preparing inspection reports. Program SOPs shall also specify the policies for supervisory review of inspection reports. It is important to prepare an inspection report thoroughly, accurately, and according to approved protocols because inspection reports may be used as evidence in an enforcement action.

The following elements are generally included in an inspection report:

1. General Information

The general information establishes necessary site information, the responsible parties, witnesses, and points of contact for future inspections and related matters. General information to be included should, at a minimum, include the following:

- Date and time the inspection was conducted
- Location of the inspection
- Individual or business name, address, telephone, and other contact information
- Name, title, address, telephone, and other contact information for an appropriate contact person
- Names, titles, and contact information for all DDOE personnel, other government representatives, and facility or site personnel directly involved in the inspection

2. Purpose of the Inspection

An inspection report should clearly state the reason or reasons for the inspection. This allows the reviewer to understand the purpose and scope of the inspection and to determine whether proper procedures were followed. DDOE may conduct inspections for some of the following reasons:

- Routine compliance
- Follow-up/re-inspection
- Complaint investigation
- Emergency response
- Oversight of regulated activity (e.g., installation, removal, or closure of underground storage tanks)

3. Information about the Regulated Entity's Operations and Activities

An inspection report should discuss the nature of the business or activity being inspected and contain a site-specific discussion of the operations. This will help provide a better understanding of any potential regulatory requirements. Names and titles of the sources providing the information about the activities or operations should be identified.

4. Inspection Procedures Followed

An inspection report should identify the procedures the inspector used to conduct the inspection. These procedures should be in accordance with governing laws and regulations and approved SOPs.

5. Inspection Checklists

Approved inspection checklists may be used to facilitate conducting inspections where common elements of operations or documents must be reviewed to address statutory or regulatory requirements. Checklists may be appended to an inspection report; however, they are not substitutes for an inspection report.

6. Collection of Evidence

Inspectors must gather evidence during their inspections that will be sufficiently useful for building a case if it is later determined that further enforcement action is warranted. Inspectors should use professional judgment regarding the amount and type of evidence needed. Useful evidence generally includes the following:

- **Photographs**

Photos should be taken as necessary to establish evidence of violations. Photos should include a common object or ruler to show scale and should include the date and time the photo was taken using a correctly set time stamp, if available. The name of the photographer and identification of any persons in the photo should be provided. A precise description of the location where the photograph was taken (e.g., “8 foot deep pit in northwest corner of parking lot”) should also be provided. Inspectors should maintain a log of all photographs taken during their inspections and include the log in the inspection report.

- **Samples**

Inspectors should be aware of the relevant statutes, regulations, and program SOPs when taking samples. All laboratory reports and supporting documentation, including chain of custody related to samples, and whether split samples were requested and provided, must be included in the inspection report. If laboratory reports are not available at the time the report is issued, a notation of this should be included in the report.

- **Documents**

Documents or copies of documents that support the alleged violations, such as permits and licenses, obtained during the inspection should be included or referenced in the inspection report.

- **Relevant Statements**

Any statements made during the course of the inspection that provide evidence for a violation or potential violation or describe an operational process in a unique manner should be documented. The source of the statement must be reported.

7. Other Legal Considerations

An inspection report should contain sufficient documentation to establish that the inspector has appropriately addressed any legal issues that might otherwise invalidate the inspection report or compromise any subsequent enforcement action. The legal considerations are varied and should be discussed in detail with program attorneys; however, the inspectors should be mindful of one important consideration—that of consent to conduct the inspection to obtain necessary evidence.

Normally the authority to conduct the inspection is not an issue as the inspection authority is granted in governing laws and regulations and tied to the issuance of licenses and permits. In addition, owners, operators, or other persons normally grant consent to inspect at the site. In circumstances where a consent issue may be raised (such as when the owner or operator is absent from the premises), the inspector should consult with OGC. The inspector should also clearly document that consent has been obtained from a person with authority to grant consent to conduct the inspection or to collect necessary evidence. Where inspectors are unable to obtain consent or are denied consent to enter the property or conduct the inspection, they should consult with OGC regarding the possibility of obtaining access through an administrative warrant.

Inspections tied to suspected criminal activity present additional legal issues and must be authorized by a valid search warrant. In such circumstances, inspectors should consult with OGC and follow appropriate protective measures (such as being accompanied by MPD).

8. Concerns and Recommendations

An inspection report should contain only objective statements regarding observed facts and concerns raised by those observations. It should not contain statements regarding conclusions or discussions about potential or specific violations. Inspectors who believe non-compliance issues are present or who have concerns that may warrant further review or enforcement action, may need additional documentation depending upon whether the inspection report findings suggest potential major, moderate, or minor violations. Enforcement recommendations should not be made in the inspection report.

C. Post-Inspection Communications and Evaluations

Generally, once inspectors have completed their inspection reports and concluded that a facility is in compliance with applicable laws and regulations, no further enforcement action is required. Inspectors should clearly note in the inspection report when no concerns are observed and no recommendations made as a result of the inspection. Inspectors may also prepare a written communication to an owner or operator that summarizes the inspection findings. Program SOPs should provide guidance on the appropriateness of sending other documentation such as sample results along with inspection results. Information related to the inspection should be entered into the program's tracking system and any other required national databases. If DDOE has expended time and resources addressing matters at a particular site or facility, the program should discuss cost-recovery options with OGC.

If, however, facts are observed or evidence is obtained which suggest non-compliance issues, the inspector should prepare the appropriate post-evaluation analysis and/or take the appropriate enforcement action. Selecting the appropriate enforcement action will depend upon the nature and severity of the alleged violations and specific facts about the alleged violator.

Inspection reports should be reviewed by supervisors in accordance with program SOPs or for periodic quality consistency purposes. At a minimum, DDOE supervisors should review (and document the review of) inspection reports at high-profile sites (e.g., large-quantity hazardous waste generators, major air sources, facilities of interest to more than one program, repeat violators, or facilities that are the subject of an enforcement initiative).

In some instances, an appropriate post-inspection evaluation will include a written Enforcement Analysis. The details of such analysis are discussed in greater detail below.

D. The Enforcement Analysis

A post-inspection Enforcement Analysis is a written document prepared by an inspector of record (or other personnel as appropriate) that addresses potential enforcement against an alleged violator based upon facts observed, documents received, and other evidence associated with an inspection or compliance audit.

An Enforcement Analysis represents an enforcement work product that is provided for inspector-supervisor and attorney-client deliberations and is prepared in anticipation of possible litigation. Therefore it should be marked “**Enforcement Confidential.**” The Enforcement Analysis should, at a minimum, contain the following information:

1. Violation documentation - Each alleged violation that is identified must be adequately supported with the facts necessary to establish the elements of each violation. It is not enough to simply state that the law was violated. The details should be clear enough so that a third party can understand the nexus between the concerns raised and the violations alleged;
2. Evidence discussion - Evidence from the Inspection Report must be presented to support all elements of each alleged violation. In many cases the inspector’s properly documented observation of a violation provides sufficient evidence of a violation. In other situations additional evidence may be needed for enforcement follow-up;
3. The alleged violator’s relevant compliance history including whether the alleged violator is a first-time or repeat offender; and
4. Recommendation(s) for enforcement action (including corrective actions and fines and penalties, if warranted).

Unless otherwise stated,¹ an Enforcement Analysis should be prepared whenever:

1. Findings suggest that a Class 1 or Class 2 violation has been committed;
2. Findings suggest that a major violation (as defined in section III of these Guidelines) has been committed;
3. Findings suggest that minor violations with fines exceeding a total of \$10,000 have been committed;
4. Findings suggest non-compliance issues by the District or the federal government; or
5. OGC, OEEJ, or other appropriate supervisory personnel request the analysis to address a specific concern.

An Enforcement Analysis should be in writing and prepared within 30 days of the inspection, unless the violation poses an immediate threat to public health and the environment, in which case the inspector should move quickly and not wait 30 days. Supervisors should make a decision on the appropriate enforcement action within 30 days of receipt of the Enforcement Analysis. The decision must be in writing and forwarded to OGC for further action. Enforcement action should generally be initiated within 90 days of the inspection.

OEEJ may exempt the requirement to prepare an Enforcement Analysis for certain types of violations for which the evidentiary requirement is relatively simple and proof of the violation can be addressed adequately by basic information in the inspection report.²

The inspector who prepared the Enforcement Analysis is responsible for ensuring that once an enforcement decision is made, the enforcement action is reflected in the enforcement tracking system and that all relevant documents and notations are included in the case file.

E. Enforcement Against the District and the Federal Government

The process for enforcement against other District agencies and the federal government is specified in an Office Order available on the Department's Intranet site. Following this process, DDOE can and will enforce against "sister agencies" and federal agencies that are violating the District's environmental laws.

¹ An Enforcement Analysis does not have to be prepared if circumstances require that action must be taken quickly. In this case, however, a written document must still be prepared to explain the justification for the quick action.

² One example is an exemption of the requirement to prepare Enforcement Analyses for Class 1 or 2 violations that involve failure to obtain required permits. In these instances the evidentiary requirements are fairly simple; the activity is or is not covered and a permit exists or does not exist. In such cases a well-written inspection report will provide sufficient evidentiary information to support a penalty enforcement action.

III. DETERMINING WHETHER VIOLATIONS ARE MINOR, MODERATE, OR MAJOR

A. Minor Violations

For purposes of this guidance, minor violations are defined as violations that have minimal potential to negatively affect human or environmental health and have not caused actual damage.³ These may include:

- Relatively small excursions from numerical standards which may be prescribed in program SOPs
- Reporting and record keeping violations posing a relatively small risk to human health or the environment
- First offenses that have minimal potential to negatively impact human or environmental health
- Violations that have minimal potential to pose a threat to human or environmental health and can be corrected quickly

Minor violations may be designated as significant (moderate) violations if they are part of a recurring pattern or if they remain uncorrected. Determining whether minor violations will be treated as minor violations or elevated to the status of moderate violations is left to the judgment of the inspector or supervisor in consultation with OGC, as necessary. Factors for consideration include: past compliance history, willfulness of the violation, the degree of harm or potential harm, the ability of the violator to make timely corrections, and any other appropriate factors.

B. Moderate Violations

Moderate violations are defined as violations that have significant potential to negatively affect human or environmental health. These may include:

- Significant excursions from numerical standards which may be prescribed in program SOPs
- Reporting and record keeping violations posing significant risk to human health or the environment
- First offenses that have significant potential to negatively impact human or environmental health
- Violations that have significant potential to pose a threat to human or environmental health and require a significant amount of time, resources, or capital to correct

Significant violations may be designated as serious (major) violations if they are part of a recurring pattern or if they remain uncorrected. Determining whether significant violations will be treated as moderate violations or elevated to the status of major violations is left to the judgment of the inspector or supervisor in consultation with OGC, as necessary.

³ Actual damage that is *de minimis* may, in some cases, still be considered minor.

Factors for consideration include: past compliance history, willfulness of the violation, the degree of harm or potential harm, the ability of the violator to make timely corrections, and any other appropriate factors.

C. Major Violations

Major violations are defined as violations that have serious potential to harm human or environmental health or are otherwise blatant and egregious. In addition, any fraudulent activity, such as intentional falsification of self-monitoring reports, or recalcitrant behavior are serious violations and may potentially be criminal (*see* Section IV.E.2 of these Guidelines). Other examples of serious violations are:

- Serious excursions from numerical standards prescribed in program SOPs
- Serious reporting and record keeping violations
- Offenses that pose a serious threat to public health or the environment
- Offenses that are part of a pattern of chronic, non-compliant behavior
- Offenses that require a substantial amount of time, resources, or capital to correct

In addition, several federal regulations have specific definitions and criteria to distinguish between degrees of “seriousness.” For instance, EPA’s Enforcement Response Policies define “high priority violation” and “significant non-compliance.” See the program-specific SOPs or protocols for guidance on how to address these violations.

IV. DETERMINING THE APPROPRIATE ENFORCEMENT RESPONSE TO VIOLATIONS

DDOE’s enforcement response to violations will depend upon a variety of factors and circumstances. Some of these criteria include: whether certain actions are prescribed by federal delegation or enforcement agreements or by District laws or regulations, the severity of the violation, the degree of harm or potential harm to public health or the environment, the willingness of the facility to correct the violation, the past compliance history of the facility, and the willfulness of the act.

If a penalty is warranted, other factors such as those discussed in the DDOE Penalty Guidelines (Section V, below) may be considered as part of the decision-making process. DDOE also has the option of choosing the most appropriate forum in which to pursue its enforcement action. Accordingly, DDOE can use either administrative or judicial actions to achieve compliance.

A. Notices of Violation

DDOE has available a number of non-penalty administrative enforcement tools that can be used as a preliminary approach to addressing minor issues of noncompliance. A notice of violation (NOV) may be used when an inspector observes facts that suggest noncompliance. While NOVs can be issued for any degree of violation (major, moderate, or minor) and may be

used in conjunction with other enforcement tools, NOV's are normally used in the following circumstances:

- The suspected deficiencies can usually be corrected within 30 days or less;
- The facility is an infrequent violator;
- The violation is minor and does not pose a threat to human or environmental health;
- The facility is cooperative; or
- An initial NOV is required by law.

The NOV should generally include the following:

- A statement of facts (not opinions, conclusions or conjectures);
- Citations to applicable laws or regulations;
- A specific request for corrective action, including a compliance plan and schedule, if appropriate;
- A date certain for performance;
- A warning that failure to resolve the suspected problem may result in further enforcement activity; and
- Contact information for the appropriate DDOE representative.

All contacts and requests to the alleged violator must be documented in the case file. Inspectors should continue to monitor warnings through appropriate document review or follow-up inspections until they have verified that the requested correction has occurred. Inspectors may provide compliance assistance consistent with program SOPs to facilitate correction of violations.

The corrective action outcome should be memorialized in an inspection report/form or other document in accordance with program SOPs. All follow-up activities should be documented in the case file and entered into the program's tracking system.

If the noted deficiencies are corrected within the specified time, generally no penalties are assessed and no further enforcement action is required.⁴ No consent orders or agreements are required for NOV's and site directives, and management may be only minimally involved above the inspector level.

If a respondent is unable to meet a compliance deadline, it may request a reasonable extension of the deadline provided that:

- It has exhibited good faith and diligence in its compliance efforts,
- The delay is caused by circumstances beyond its control, and
- The request is made prior to the due date for completion of the corrective action.

⁴ Complete and timely corrective action, however, does not preclude an enforcement action levying a monetary penalty.

Any request for an extension of a corrective action deadline shall be in writing and shall specify the reason for the extension. Failure to meet a deadline without just cause or failure to notify DDOE of the inability to perform should result in an escalation of the type of enforcement pursued by the Department. An extension to a corrective action deadline should not be granted without supervisory approval. A second extension should only be granted for compelling circumstances and with supervisory approval. Requests for extensions beyond a second extension may only be granted with OEEJ's approval, after consultation with the pertinent OGC attorney.

B. Administrative Orders and Consent Agreements

1. What They Are and When to Use Them

When major violations occur, the violations are persistent and ongoing, or DDOE seeks to compel a party to act, DDOE can use appropriate enforcement authority to issue an administrative order, including a compliance order, corrective action, or directive. DDOE, in its sole discretion, may either issue a unilateral order or work cooperatively with the alleged violator to develop and execute an order. A consent agreement is useful when the parties want to achieve compliance but avoid litigation.

Administrative orders and consent agreements include:

- Findings that establish each required element of the violation(s);
- The specific law(s) or regulation(s) which have been violated;
- DDOE's statutory authority for enforcement; and
- The action(s) ordered.

Consent agreements are developed cooperatively between DDOE and the violator and are entered into by mutual agreement. They must include documented compliance plans and enforceable schedules, and provisions mandating that failure to meet the terms of the agreement without just cause will result in further enforcement action. If penalties are appropriate, penalty payment can be negotiated at the same time and included in a consent agreement.

For clarification, these consent agreements are not the same as court-approved consent decrees. Consent agreements are administrative orders issued by DDOE, whereas consent decrees are issued by a court. Serious consideration should be given to the use of a consent agreement, as opposed to initiation of an action before OAH, because the agreements are not published and respondents generally do not admit liability. This means that some violations cannot be counted for purposes of escalating the penalty for subsequent violations or otherwise used as precedent.

2. Approval of Administrative Orders and Consent Agreements

All administrative orders and consent agreements must be approved at the level of management specified in each program's Delegations of Authority, and when applicable, OEEJ and OGC.

C. Emergency Orders

DDOE programs are authorized to issue stop work and cease and desist orders, or similar “emergency orders” when special circumstances require immediate action to abate imminent and substantial injury or damage. Such emergency orders are the administrative equivalent of temporary injunctions and are considered serious enforcement actions. An emergency order is effective upon service and is issued without the consent of the facility to which it is directed. Often the facility is given little or no prior notice or opportunity to comment on the directives of the order. Each program’s laws address the issuance of these emergency orders, including appeal and hearing rights of the recipients. Procedures for addressing emergency orders are clearly addressed in the SOPs of certain programs (e.g., Lead & Healthy Housing and Leaking Underground Storage Tanks).

D. Notices of Infraction (NOIs)

1. General Usage

The District’s Civil Infractions Act of 1985, as amended, and the DDOE Establishment Act of 2005 authorize DDOE to issue NOIs to address violations of the District’s environmental laws and regulations.

Issuing a NOI under the civil infractions regulations, 16 DCMR Chapters 32 and 40, is a common enforcement tool that is useful for penalizing violators and deterring future violations. NOIs can be used in many situations and for both large and small fine amounts.⁵

The civil infractions program authorizes inspectors to write NOIs for specific violations of District environmental regulations that are listed (or “scheduled”) in the Schedule of Fines. OEEJ processes all of DDOE’s NOIs. The first NOI to a given respondent is called an “internal” NOI; it is not before the court. Most NOIs are resolved at this level. For those matters for which respondents have requested a hearing, rejected DDOE’s settlement offer, or failed to respond, the internal NOI will be cancelled and a new “external” NOI will be filed at OAH for adjudication. For a flowchart of the NOI process, *see* <http://ddoe.dc.gov/publication/flowchart-noi-process-and-enforcement-metrics>.

The following guidelines should be followed when using the civil infractions process:

- NOIs may only be issued for violations listed in the Schedule of Fines covering DDOE’s violations (16 DCMR Chapter 40), or for those rare violations whose fines are specified by statute
- NOIs may only be issued on forms approved by OEEJ
- No NOIs may be issued for fines exceeding \$10,000 without prior supervisory, OGC, or OEEJ approval⁶

⁵ The decision to issue an NOI for amount larger than \$10,000 or for serious violations should be supported by an Enforcement Analysis.

⁶ This \$10,000 amount does not include any penalties that may later be assessed for respondent’s failure to reply to the NOI.

- The NOI should be written as soon as possible after the infraction and the enforcement analysis, if any. Generally, the NOI should be served within 90 days of the infraction; service even closer to the infraction date is better.

2. Class 1 and Class 2 Violations

Violations that are classified as Class 1 or Class 2 violations in the Schedule of Fines or are otherwise egregious and serious normally warrant enforcement actions that involve more than a warning through a Notice of Violation. If the findings of an inspection report suggest Class 1 or Class 2 violations, or otherwise serious violations, the inspector should prepare the Enforcement Analysis (unless the violation has been exempted from the analysis) and make appropriate enforcement recommendations. A consultation with the inspector, his or her supervisor, and OGC will determine whether the NOI or another enforcement tool is most appropriate to address the matter.

3. Class 3 Violations

Class 3 of the Civil Infractions Schedule of Fines addresses violations that are of a mixed minor/serious nature. Although defined as serious in the schedule of fines, many of those violations would meet the definition of “minor violations” under this guidance. If the findings of an inspection report suggest non-compliance issues and potential Class 3 violations, inspectors should proceed directly with the issuance of a NOI for these alleged violations. Inspectors will not need to prepare an Enforcement Analysis before issuing the Class 3 NOI.

If inspectors do not write the NOI, they must recommend another penalty-based enforcement action which must be supported by an Enforcement Analysis. Inspectors may, at their discretion and in accordance with approved program SOPs, issue a Notice of Violation or administrative order, including a corrective action notice or directive in these cases.

Inspectors who do not prepare an Enforcement Analysis for the matter should ensure that sufficient facts and evidence are documented to support the issuance of the NOV, administrative order, and/or the prosecution of the NOI, if applicable.

4. Class 4 and 5 Violations

If the findings of an inspection report suggest non-compliance issues and potential Class 4 or 5 violations, or otherwise minor violations, unless otherwise stated in the program SOPs, the inspector may issue a Notice of Violation or administrative order to address the non-compliance. In the alternative the inspector may issue a NOI. The NOI may be accompanied by an administrative order. Generally, a NOV and NOI should not be issued together as one is a warning, and thus a reprieve, and the other is a penalty action. The Enforcement Analysis will not be required for enforcement actions taken to address Class 4 and 5 violations. The issuing inspector, however, should ensure that sufficient facts and evidence are documented to support the issuance of the NOV, administrative order, and/or the prosecution of the NOI.

5. Chart of Actions

To recap, the Enforcement Analysis and NOI process should be used in the following manner:

Class 1 or 2 or otherwise serious violations	Prepare an Enforcement Analysis unless the violation is exempted from the analysis requirement	<ul style="list-style-type: none"> • If the violation is exempted from the analysis requirement, issue a NOI (not to exceed \$10,000 without further approval) • If the violation is not exempted prepare the analysis and consult with OGC
Class 3 violations	Preparation of the Enforcement Analysis is discretionary	<ul style="list-style-type: none"> • Issue a NOV, or • Issue a NOI (not to exceed \$10,000 without further approval)
Class 4 or 5 or otherwise minor violations	Preparation of the Enforcement Analysis is discretionary	<ul style="list-style-type: none"> • Issue a NOV, or • Issue a NOI (not to exceed \$10,000 without further approval)

6. Other Administrative Actions or Hearings

Administrative actions, including hearings, can be used whenever authorized by statute. DDOE can also elect to request a hearing before OAH when a case has not been resolved by consent. Administrative hearings will be appropriate for the following situations:

- Where required by statute, including a respondent's request for a hearing after the receipt of a NOI or administrative order;⁷
- When DDOE seeks to revoke a permit or similar grant of right; or
- When the parties mutually agree that a hearing is appropriate.

⁷ Some environmental statutes provide that challenges to directives may be appealed to the Department rather than to OAH. DDOE is not currently set up to handle in-house appeals; OAH provides that service. Any inspectors with such a challenge should consult with OGC to determine the best course of action.

E. Judicial Actions

1. Civil Actions

After consideration of all relevant factors, DDOE may determine that court action is the most appropriate enforcement response. Court remedies include temporary and permanent injunctions, civil penalties, cost-recovery, and natural resource damages. Civil judicial actions are recommended when:

- A consent order or administrative order has been violated or has not yielded compliance;
- A serious threat to human health and the environment has resulted or is present;
- Violations are ongoing;
- The party has a history of noncompliance;
- DDOE has expended funds and wants to recover them;
- The case is part of an enforcement initiative;
- The case is one of first impression (the issue has never been brought before OAH, or has never been decided by a court); or
- The case is multi-media (i.e., of interest to more than one program office).

Judicial actions may be selected by collaboration of OGC, program management, and OEEJ. The actions must be prepared by OGC and approved by the Director before they are sent to the litigating division of the Office of the Attorney General for further approval.

2. Criminal Actions

DDOE has criminal authority under the laws it enforces, but the penalties are primarily limited to misdemeanors. When violations exceed DDOE's criminal authority, the Department refers such matters to the U.S. Environmental Protection Agency Criminal Investigations Division (EPA CID). Factors that lead to a referral may include:

- Sufficient evidence has been collected that make it likely that the occurrence of violations can be proved in court beyond a reasonable doubt;
- The violations caused, or could have caused, significant harm to public health, safety, or welfare, or the environment; or
- The violations were the result of willfulness and/or indifference by the alleged violator.

Because of the challenges of criminal prosecution, and the severe consequences of criminal convictions (harsh punishment and the stigma of a conviction), criminal cases are most appropriately pursued by OAG, EPA's Criminal Investigations Division (EPA/CID), or the U.S. Department of Justice. DDOE support for such cases is coordinated by the Chief, Emergency Operations, in consultation with OGC and program staff; *see* SOP OEEJ-800, *Referral of Criminal Matters to EPA CID*. The consequences of criminal convictions make criminal enforcement the most severe environmental enforcement option and, therefore, should represent the exception rather than the rule.

Criminal referral does not preclude DDOE from exercising its other administrative or civil enforcement options. All Departmental compliance and enforcement activities may continue after the criminal matter is referred. Administrative and civil actions should proceed unless written notification to the contrary is provided by OAG or OGC. Efforts should be made to minimize interference and overlap.

F. Referrals to EPA for Enforcement

While DDOE uses all available means to address violations of the laws and regulations DDOE is mandated to enforce, circumstances occasionally require that the Department decline further action and refer the case to EPA. Such referrals are made on a case-by-case basis, using the following criteria:

- All reasonable administrative options have been attempted and were unsuccessful;
- DDOE has insufficient resources to pursue the matter adequately because of its nature or complexity;
- The matter has interstate interests or is one of a national priority;
- Federal remedies are more appropriate to address the matter;
- The responsible party is out-of-state; or
- The matter involves multi-media interests.

EPA and DDOE will occasionally take joint actions against a violator. OEEJ and OGC should be consulted and concur with a recommendation to refer a matter to EPA for enforcement before the referral is made.

V. DDOE PENALTY GUIDELINES

A. Introduction and General Considerations in Assessing Fines and Penalties

This section gives internal guidance for assessing civil penalties under the D.C. Code and DCMR. These Penalty Guidelines specify the method of calculating a penalty once it has been determined that a penalty is warranted. The purpose of this policy is threefold: 1) to ensure that no economic advantage is achieved through noncompliance; 2) to ensure that penalties are sufficient to deter violations; and 3) to ensure that penalties are enforced in a fair, equitable, and consistent manner in accordance with the relevant statutes.

The District's environmental laws generally authorize DDOE to assess civil and criminal penalties for environmental violations. Section B below addresses civil fines and penalties that are specified in the corresponding statutes and rules. Alternatively, some statutes provide that the Civil Infractions Schedule of Fines (referred to in this guidance as "administrative civil fines") may be used instead of a designated statutory civil penalty. *See* 16 DCMR Chapter 32 and 40 for a list of the violations that qualify for an administrative civil fine from the Schedule of Fines. These administrative civil fines are addressed below in Section C.

Although both statutory civil penalties and administrative civil fines may be pursued for many enforcement actions, generally administrative civil fines should be used for violations that: 1) have not resulted in substantial identified harm to human health and the environment; and 2) have continued for 180 days or less.⁸ In contrast, when violations have resulted in substantial harm to human health or the environment either due to the gravity of the violation or because of the length of time the violation has continued, the higher statutory civil penalties should be pursued.

Nothing in this guidance precludes DDOE from imposing a statutory civil penalty or administrative civil fine using an alternate approach or requires DDOE to impose a civil penalty for a violation. No upper limit exists for assessing a civil penalty as part of an order or court action other than the appropriate statutory limit. This document serves only as internal guidance and does not create any rights or obligations, either in the regulated community or within DDOE.

DDOE staff will complete the Civil Penalty Policy Worksheet, Appendix 1, for any violations that will be affected by adjustment factors. In instances where several violations have been committed, separate violations may be grouped for the purpose of applying this policy. A separate worksheet will be completed for each violation or group of violations. In general, each violation or group of violations will be considered a separate violation for the purpose of calculating a civil penalty or fine if it results from separate acts or omissions creating continued or repeated compliance problems and is distinguishable from any other violation cited at the same time. The total statutory civil penalty or administrative civil fine assessed in an enforcement action may include penalties for several violations or groups of violations.

B. Statutory Civil Penalties

The Statutory Civil Penalty (a civil penalty which is based on a penalty provision found in an underlying statute) is calculated by:

- (1) Determining the statutory civil penalty amount, dependent on the potential harm of the violation and extent of deviation from the required standard, and then multiplying that amount by the number of days of the violation;
- (2) Adjusting the penalty for special factors and circumstances; and
- (3) Considering the economic benefit of noncompliance.

Thus:

Statutory Civil Penalty = (Baseline Statutory Civil Penalty Amount x Number of Days of Violation) + or – (Adjustment Factors) + (Economic Benefit)

1. Calculating the Baseline Statutory Civil Penalty Amount

The Baseline Statutory Civil Penalty Amount is calculated by determining the statutory civil penalty amount, and then multiplying this amount by the number of days of the violation.

⁸ Administrative civil fines may also be used in certain cases for violations extending longer than 180 days upon explanation to, and approval of, the Chief of OEEJ and the OGC attorney.

a. Baseline Statutory Civil Penalty Amount

The Baseline Statutory Civil Penalty Amount is made up of two factors:

- (1) Potential for harm to human health or the environment; and
- (2) Extent that the violation deviates from a statutory, regulatory, or permit requirement.

These two factors constitute the seriousness of a violation and are incorporated into a matrix from which the penalty is chosen. This matrix is described and illustrated below. Each matrix lists the relevant statutes and provides a range of penalties based on the corresponding statutory maximums. The matrices include all statutes under DDOE’s administration that give maximum civil penalties over \$1,000, including the Department’s implementation of federal environmental statutes.

The factors “potential for harm” and “extent that violation deviates from requirement” form the axes of the statutory civil penalty matrix. DDOE inspectors should choose a specific cell after determining the severity (major, moderate, or minor) of each of the factors. The matrices below provide an explanation of these factors and a description of how to choose the severity level for each. The determination of a specific penalty amount within each selected cell is left to the judgment of DDOE enforcement staff and is based on the specific facts and circumstances of each case.

BASELINE STATUTORY CIVIL PENALTY MATRIX:

(Underground Storage Tanks - § 8-113.09(e)&(f); Hazardous Waste Transport - § 8-1404(c); Brownfields - § 8-634.06(1)(A))				
		EXTENT THAT VIOLATION DEVIATES FROM REQUIREMENT		
		MAJOR	MODERATE	MINOR
POTENTIAL FOR HARM	MAJOR	\$10,000 to \$8,000	\$8,000 to \$6,000	\$6,000 to \$4,500
	MODERATE	\$4,500 to \$3,200	\$3,200 to \$2,000	\$2,000 to \$1,200
	MINOR	\$1,200 to \$500	\$500	\$500

(Underground Storage Tanks - § 8-113.09(d); Lead - § 8-231.15(b); Hazardous Waste Management - § 8-1311(b)(1); Brownfields - § 8-634.06(2)(A))

		EXTENT THAT VIOLATION DEVIATES FROM REQUIREMENT		
		MAJOR	MODERATE	MINOR
POTENTIAL FOR HARM	MAJOR	\$25,000 to \$20,000	\$20,000 to \$15,000	\$15,000 to \$12,500
	MODERATE	\$12,500 to \$10,000	\$10,000 to \$7,500	\$7,500 to \$5,000
	MINOR	\$5,000 to \$3,500	\$3,500 to \$2,000	\$2,000 to \$1,000

(Water Pollution Control Act - § 8-103.18(b)(2)(A))

		EXTENT THAT VIOLATION DEVIATES FROM REQUIREMENT		
		MAJOR	MODERATE	MINOR
POTENTIAL FOR HARM	MAJOR	\$50,000 to \$45,000	\$45,000 to \$35,000	\$35,000 to \$25,000
	MODERATE	\$25,000 to \$20,000	\$20,000 to \$15,000	\$15,000 to \$12,500
	MINOR	\$12,500 to \$10,500	\$10,500 to \$7,500	\$7,500 to \$5,000

i. Potential for Harm

The potential for harm resulting from a violation may be determined by:

- The risk of exposure and degree of potential or actual exposure of persons or the environment to pollution; or
- The degree of adverse effects of noncompliance on the Department's ability to prevent or monitor potential harm to the public health or environment through its regulatory programs.

It is important to focus on both the *potential* harm posed by a violation and any *actual* harm that occurred. Many requirements impose practices that significantly reduce environmental risk over the regulated community as a whole, even where the failure to comply with the required practice does not always result in actual harm. These substantial risks can result from the cumulative effect of a large number of instances of noncompliance, and thus it is important to maintain strong incentives deterring such noncompliance.

Where actual harm occurs a high penalty should be expected. Violations that do not result in actual harm should not necessarily be assessed a lower statutory civil penalty. Basing civil penalties solely on actual harm resulting from the violation decreases the Department's ability to regulate potential harms to the public health or environment by reducing the preventative power of civil penalties. For instance, programmatic violations involving failure to notify or monitor might not result in any actual harm, but assessing a minimal penalty would not effectively discourage similar failures in the future, failures which might result in actual harm.

DDOE enforcement staff should evaluate whether the relative potential for harm is major, moderate, or minor with respect to each violation. Factors to be considered in determining the level of potential for harm may include, but are not limited to:

- Amount of pollutant;
- Toxicity of pollutant;
- Sensitivity of the ecological receptors;
- Sensitivity of the human population;
- Length of time of exposure;
- Size of the violator (large company, small business, etc.);
- Potential costs incurred by DDOE in clean-up or mitigation;
- Whether the violation can be remedied by obtaining a permit;
- Whether there was a failure to plan, label, notify, monitor, or post bond; and
- Whether the violation impairs the ability of DDOE to determine compliance with other substantive requirements.

The degree of potential harm for each category is defined as follows:

- **Major:**
 - The violation(s) poses a *substantial* risk to human health or the environment; or

- The actions have or may have a *substantial* adverse effect on the statutory or regulatory purposes or procedures for implementing the program.
- **Moderate:**
 - The violation(s) poses a *significant* risk to human health or the environment; or
 - The actions have or may have a *significant* adverse effect on the statutory or regulatory purposes or procedures for implementing the program.
- **Minor:**
 - The violation(s) poses a *relatively low* risk to human health or the environment; or
 - The actions have or may have a *relatively low* adverse effect on the statutory or regulatory purposes or procedures for implementing the program.

ii. Extent that Violation Deviates from a Statutory, Regulatory, or Permit Requirement

The second factor is the extent that a violation deviates from a statutory, regulatory, or permit requirement. This factor relates to the degree to which the requirement is violated. Similar to the potential for harm, each violation’s extent of deviation can be categorized into either major, moderate, or minor. These degrees are defined as follows:

- **Major:** The violator deviated from the requirements of the statute, regulation, or permit to such an extent that there was *substantial* noncompliance.
- **Moderate:** The violator *significantly* deviated from the requirements of the statute, regulation, or permit; or only some of the requirements were implemented.
- **Minor:** The violator deviated *somewhat* from the statute, regulation, or permit requirements; or most of the requirements were met.

b. Multi-Day Penalties

Under some of its environmental statutes, DDOE has the authority to assess statutory civil penalties for each day of each violation. Multi-day penalties will generally be reserved for continuing violations that demonstrate a major potential for harm or a major deviation from requirements. DDOE retains the right, however, to utilize multi-day penalties in other instances.

To charge for multiple days of violations, the applicable statute must provide that penalties may be assessed “per day” or “for each day.” Some statutes explicitly provide that penalties may be assessed for each day of violation. Other statutes limit the penalty to each “violation” and do not add the “per day” or “for each day” language.⁹ In the latter instance, while penalties may be assessed for multiple violation(s), they may not be assessed for multiple days of the violation(s). In these cases, the penalty amount found in the matrix serves as the Baseline Statutory Civil Penalty Amount.

⁹ For instance, the statute governing Underground Storage Tanks provides in section (e) that DDOE can fine a person who fails to notify under § 8-113.02(a)-(f) up to \$10,000 for each violation, whereas it provides in section (f) that DDOE can fine a person who fails to comply with the requirements of § 8-113.04 up to \$10,000 for each tank for each day of violation. D.C. Official Code § 8-113.09(e)-(f). Taken together, it is clear that the statute directs the violator failing to comply with regulations more heavily than the violator failing to notify.

For serious violations where a straight per-day penalty is imposed, the Baseline Statutory Civil Penalty Amount is the penalty amount determined from the matrix multiplied by the number of days of violation.

Thus:

Baseline Statutory Civil Penalty Amount = (amount derived from the penalty matrix) x (number of days of violation)

For less serious violations, DDOE has the authority to reduce the penalty amount or number of days of the violation, on a case-by-case basis.

2. Adjustment Factors

Once the Baseline Statutory Civil Penalty Amount is determined, it may be adjusted upward or downward to reflect the facts of the particular case. All, some, or none of the adjustment factors may be applied to each case. Note, however, that an upward adjustment cannot result in a total Statutory Civil Penalty greater than the statutory maximum per violation, per day.

The following adjustment factors may be considered:

a. Actions Before or During the Violation:

- Violator's ability to foresee or prevent violation(s);
- Location of the violation(s) relative to sensitive ecosystems or vulnerable populations;
- Amount of control the violator had over the events constituting the violation(s); or
- Whether the violator took reasonable precautions against the events constituting the violation(s).

DDOE enforcement staff has discretion, subject to the above factors, to adjust the Baseline Statutory Civil Penalty Amount upward by as much as 50 percent or downward by as much as 25 percent.

b. Actions After the Violation:

- Violator's good-faith efforts to comply¹⁰;
- Violator's timely good-faith efforts to mitigate harm caused;
- Violator's prompt reporting of its noncompliance, even if not required by law;
- Amount of control violator had over how quickly the violation(s) was remedied;
- Degree and timeliness of cooperation by violator in resolving the enforcement action;
- or
- Admission of liability.

¹⁰ Simply returning to compliance will not justify a downward adjustment of the penalty. A reduction for good-faith efforts to comply is warranted only where a violator has made affirmative and substantial efforts to comply prior to the violation occurring, even if such efforts turn out to be insufficient.

DDOE enforcement staff has discretion, subject to the above factors, to adjust the Baseline Statutory Civil Penalty Amount upward by as much as 50 percent or downward by as much as 25 percent.

c. Compliance History (Upward Adjustment Only)

If a violator has previously violated the same or similar statute, rule, ordinance, permit, or order, it is usually an indication that the violator has not been deterred by the previous enforcement actions. Therefore, a history of noncompliance justifies an upward adjustment of the Baseline Statutory Civil Penalty Amount. The following adjustment factors may be considered:

- Previous violation(s) within the three-year period preceding the current violation;
- Whether the previous violation(s) are similar to the current violation;
- Efforts by the violator to correct any prior violation(s); or
- The number of prior or concurrent violations.

DDOE enforcement staff will consider the violation(s) to be “similar” if either a prior EPA or DDOE enforcement action should have alerted the violator to a particular type of compliance problem.

For purposes of this guidance, a “prior violation” includes any act or omission for which an EPA or DDOE enforcement response has occurred. Examples include: NOV, NOI, complaint, consent decree, consent agreement, or administrative order. DDOE enforcement staff may also include any act or omission for which the violator was given any written or verbal notification, even informal notices that DDOE believes a violation exists.

DDOE enforcement staff has discretion, subject to the above factors, to adjust the Baseline Statutory Civil Penalty Amount upward by as much as 100%.

d. Inability to Pay

This adjustment may result in a deferred or reduced civil penalty. The violator must demonstrate, in such a way DDOE determines to be sufficient and acceptable, the existence and extent of the inability to pay the penalty. DDOE will consider the compliance history and culpability of the violator prior to applying this adjustment factor; a current violator with a history of many past violations should not be eligible for a reduced or deferred penalty. In addition DDOE will consider the seriousness of the violations. In general DDOE does not intend to impose penalties that create a substantial risk that the violator will go out of business. The risk of going out of business must be balanced against the seriousness of the violations and of the violator’s conduct.

Demonstration of inability to pay must be made in writing by the violator. It may not be demonstrated solely by income tax returns showing a loss, as there may be other factors contributing to that loss. DDOE may evaluate a business’s cash flow and financial impact of a penalty to determine the impact a civil penalty may have on an individual or business. DDOE may use EPA’s ABEL program, which evaluates a business’s cash flow and financial impact of a

penalty to determine the impact a civil penalty may have on an individual or business, or DDOE may use another calculation of its choosing.

If DDOE determines that this adjustment factor can be applied, the following will be considered: a delayed payment schedule; an installment payment plan with or without interest; or a reduced penalty. A reduced penalty will always be the last recourse.

e. DDOE Enforcement Costs (Upward Adjustment Only)

DDOE uses staff time and frequently expends funds on collection and sampling of data and information when pursuing an enforcement action. The Baseline Statutory Civil Penalty Amount will be adjusted upward to include all special costs incurred in pursuing an enforcement action. These costs may include:

- Special sampling and analysis costs;
- Research time for collecting specialized information; or
- Other costs above average staff time for a similar violation.

f. Other Unique Factors

DDOE enforcement staff has discretion and flexibility to consider any unanticipated circumstances or information that arises after the calculation and assessment of the Statutory Civil Penalty. This may include additional evidence that leads to a significant reevaluation of the facts of a violation and a recalculation of a civil penalty.

3. Economic Benefit of Noncompliance (Upward Adjustment Only)

After the Baseline Statutory Civil Penalty has been determined through the matrix, and any adjustment factors have been applied, the final component of the Statutory Civil Penalty calculation is the addition of any economic benefit the violator derived from noncompliance. The general enforcement principle is to impose a penalty sufficient to remove any economic benefit of noncompliance.

If the violation(s) results in an economic benefit to the violator, that economic benefit should be calculated and added to the Baseline Statutory Civil Penalty Amount.¹¹ For many violations, the economic benefit may be difficult to quantify or insignificant. If DDOE determines that the amount of the economic benefit is low, DDOE may, in its discretion, disregard the economic benefit in computing the total Statutory Civil Penalty. Factors to be considered when determining economic benefit are: benefits from delayed costs, benefits from avoided costs, and other benefits.

¹¹ The economic benefit of delayed, avoided, or other costs can be calculated using EPA's Economic Benefit model (BEN). For more information, visit EPA's Environmental Training for Government Enforcement Personnel, available at <http://www.epa.gov/compliance/training/neti/>.

a. Benefits from Delayed Costs

Delayed costs are those that a violator will eventually need to spend to achieve compliance with a statutory, regulatory, or permit requirement. Delayed costs can thus be considered capital costs. The economic benefit for delayed costs is calculated based on the cost of capital that would have been necessary to come into compliance at an earlier date. Examples of delayed costs include:

- Delayed installation of equipment needed to meet discharge or emission control standards;
- Delayed implementation of process changes needed to eliminate pollutants from products or waste streams;
- Delayed performance of required testing, where that testing must be done to demonstrate achieved compliance;
- Delayed disposal of regulated substances, where proper disposal is required to achieve compliance; or
- Delayed costs of obtaining necessary permits, where permits were eventually obtained.

b. Benefits from Avoided Costs

Avoided costs are those which are nullified by the violator's failure to comply. Thus, these costs will never be incurred. Examples of avoided costs include:

- Failure to employ sufficient numbers of adequately trained staff;
- Failure to properly operate and maintain existing control equipment;
- Failure to establish/follow precautionary methods required by rules or permits;
- Process, operations, or maintenance savings from removing pollution equipment;
- Failure to collect, record and/or report required samples, or perform required periodic monitoring; or
- Failure to properly store or dispose of regulated substances, where re-disposal or cleanup is not possible.

The economic benefit of avoided costs is the amount that would have been spent to comply with the requirement, from the start of the violation, less any tax savings.

c. Other Benefits

In addition to considering the delayed and avoided costs derived from noncompliance, DDOE may consider any other economic benefits which reasonably flowed from the noncompliance including, but not limited to, profits which would not have been earned but for the noncompliance.

C. Administrative Civil Fines

As previously stated, many DDOE environmental programs are authorized to use administrative civil fines as an alternative to statutory civil penalties. All of DDOE's

administrative civil fines are “scheduled” (listed) in 16 DCMR Chapter 40, which establishes the administrative fines for violations of the District’s environmental laws and regulations.

The fine for a first offense ranges from \$50 to \$2,000, depending upon the class of the violation. Violations that are considered egregious or imminently dangerous to health and welfare are scheduled as Class 1 violations and are \$2,000 for the first offense. Violations that are considered a nuisance, but not a threat to human or environmental health, are considered Class 5 and are \$50 for the first offense.

Another important consideration is that the administrative civil fine amount for subsequent violations of the same provision (that is, second, third, and fourth offenses) doubles within a three-year period. After the fourth offense, any subsequent violations of the same regulation within the three-year period are fined at the same level as the fourth offense.

Administrative civil fines, just like the statutory civil penalties described above, can also be imposed for multi-day periods of violation.

A multi-day administrative civil fine is calculated by multiplying the Baseline Administrative Fine Amount by the Adjusted Number of Days.

Thus:

Administrative Civil Fine = (Baseline Administrative Civil Fine Amount) x (Adjusted Number of Days)

1. Baseline Administrative Civil Fine Amount:

The main step in determining the Baseline Administrative Civil Fine Amount is to determine the appropriate class under the Schedule of Fines (found at 16 DCMR Chapter 40) for the cited violation. After identifying the class, consult 16 DCMR 3201.1 to identify the fine of that class.

Example: The Air Quality violation set forth in 20 DCMR 200.1 (failure to obtain air pollution construction or modification permit) is a Class 1 infraction. Per 16 DCMR 3201.1, the fine for a Class 1 infraction (first offense) is \$2,000.

2. Adjusted Number of Days

DDOE enforcement staff must determine the number of days the violation occurred, based on credible evidence received. All administrative civil fines may be charged “per day” “per violation,” so there is no need to consult individual schedules for program specific language. Days are counted as calendar days unless otherwise noted.

The adjustment factors work differently for Administrative Civil Fines than they do for Statutory Civil Penalties. Because the fine amount is mandated by the regulation, there is less room for discretion because the monetary fine amount itself cannot be altered. To achieve this

discretion, DDOE can adjust the number of days of the violation to reflect the specific facts of a particular case. Thus, a violation that is not egregious or substantially harmful can be mitigated to a lower fine by lowering the number of violation days used in the calculation of the Baseline Administrative Civil Fine.

While individual factors may mitigate the amount upwards, a calculation can never include more days than the violation actually occurred. That is, an upward adjustment can cancel out a previous downward adjustment, but can never stand alone to charge a fine for more days than a party was actually in violation.

If the Baseline Administrative Civil Fine Amount is \$10,000 or less, no adjustment factors or economic benefit calculations, as discussed below, need to be considered to further refine the baseline amount.

In the Air Quality example above, if the inspector determines that this violation continued for 20 days, the Administrative Civil Fine amount is \$40,000. This represents the \$2,000 Administrative Civil Fine amount x 20 adjusted number of days.

The following adjustment factors may be considered:

a. Actions Before or During the Violation:

- Violator's ability to foresee or prevent violation(s);
- Location of the violation(s) relative to sensitive ecosystems or vulnerable populations;
- Amount of control the violator had over the events constituting the violation(s); or
- Whether the violator took reasonable precautions against the events constituting the violation(s).

DDOE enforcement staff has discretion, subject to the above factors, to adjust the number of days of the violation downward by as much as 25 percent.

b. Actions After the Violation:

- Violator's good-faith efforts to comply¹²;
- Violator's timely good-faith efforts to mitigate harm caused;
- Violator's prompt reporting of its noncompliance, even if not required by law;
- Amount of control violator had over how quickly the violation(s) was remedied;
- Degree and timeliness of cooperation by violator in resolving the enforcement action; or
- Admission of liability.

DDOE enforcement staff has discretion, subject to the above factors, to adjust the number of days of the violation downward by as much as 25 percent.

¹² Simply returning to compliance will not justify a downward adjustment of the penalty. A reduction for good-faith efforts to comply is warranted only where a violator has made affirmative and substantial efforts to comply prior to the violation occurring, even if such efforts turn out to be insufficient.

c. Compliance History (Upward Adjustment Only)

If a violator has previously violated the same or similar statute, rule, ordinance, permit, or order, it is usually an indication that the violator has not been deterred by the previous enforcement actions. Therefore, a history of noncompliance is justification for an upward adjustment of the Baseline Administrative Civil Fine Amount. The following adjustment factors may be considered:

- Previous violation(s) within the three-year period preceding the current violation;
- Whether the previous violation(s) are similar to the current violation;
- Efforts by the violator to correct any prior violation(s); or
- The number of prior or concurrent violations.

DDOE enforcement staff will consider the violation(s) to be “similar” if either a prior U.S. EPA or DDOE enforcement action should have alerted the violator to a particular type of compliance problem. For purposes of this guidance, a “prior violation” includes any act or omission, within the past three years, for which an EPA or DDOE enforcement response has occurred. Examples include: NOV, NOI, complaint, consent decree, consent agreement, or final order. DDOE enforcement staff may also include any act or omission for which the violator was given any written notification, even informal notices that DDOE believes a violation exists. *See, e.g., 16 DCMR § 3201.2.*

DDOE enforcement staff has discretion, subject to the above factors, to adjust the number of violation days counted in the calculation upward to a maximum of the actual number of days that the requirement was violated, potentially canceling out any downward adjustments.

Example: In the Air Quality scenario above, if the inspector determines that this violation continued for 20 days, but reduced the number of days by 5 (down to 15) for the Violator’s good-faith efforts to comply after the violation—but increased the number of days by 5 (back to the maximum of 20) because of the Violator’s previous infractions, the Administrative Civil Fine amount would be \$40,000. This represents the \$2,000 Administrative Civil Fine amount x 20 adjusted number of days.

d. Inability to Pay

To achieve a downward adjustment based on an inability to pay, the violator must demonstrate, in such a way DDOE determines to be sufficient and acceptable, the existence and extent of the inability to pay the fine. DDOE will consider the compliance history of the violator prior to applying this adjustment factor. If DDOE determines that this adjustment factor can be applied, the following will be considered: delayed payment schedule, installment payment plan with or without interest, or a reduced fine. A reduced fine will always be the last recourse, and will in this case be achieved by lowering the number of violation days.

Demonstration of inability to pay must be made in writing by the violator. It may not be demonstrated solely by income tax returns showing a loss, as there may be other factors contributing to that loss. DDOE may use EPA’s ABEL program, which evaluates a business’s

cash flow and financial impact of a penalty to determine the impact a civil penalty may have on an individual or business, or DDOE may use another calculation of its choosing.

e. DDOE Enforcement Costs (Upward Adjustment Only)

DDOE uses staff time and frequently expends funds on collection of data and information and sampling of media when pursuing an enforcement action. The number of days of violation will be adjusted upward to include all special costs incurred in pursuing an enforcement action. These costs may include:

- Sampling and analysis costs;
- Research time for collecting specialized information; or
- Other costs above and beyond average staff time for a similar violation.

The number of violation days used in the calculation of the fine can never exceed the actual number of days the party was in violation of a requirement. Thus, an upward adjustment can only be used to cancel out possible downward adjustments.

f. Economic Benefit of Noncompliance (Upward Adjustment Only)

A fine should be sufficient to cancel out any economic benefits that the violator gained from noncompliance. These economic benefits may include benefits from delayed costs or avoided costs (*see* Statutory Civil Penalty section for details). If a violation has resulted in an economic benefit to the violator, the number of days counted in the fine calculation should be sufficient to nullify this benefit. However, the number of violation days used in the calculation of the fine can never exceed the actual number of days the party was in violation of a requirement.

g. Other Unique Factors

DDOE enforcement staff has discretion and flexibility to consider any unanticipated circumstances or information that arises after the calculation and assessment of the administrative civil fine. This may include additional evidence that leads to a significant reevaluation of the facts of a violation and a recalculation of an administrative fine.

D. Conclusion

The Penalty Guidelines in this section apply to all existing matters in which DDOE has not reached agreement in principle with the respondent on the specific terms of a resolution. The Penalty Guidelines also apply to all non-administrative enforcement cases commenced after the effective date of these Enforcement Guidelines.

The Penalty Guidelines are a public document, but any documentation that contains or supports a penalty calculation in a particular case will be held privileged until that case is finally adjudicated, settled, or abandoned.

VI. SETTling ENFORCEMENT ACTIONS

A. Settlement Guidance

Section VI guides the settlement of cases involving fines and penalties and helps ensure that settlement amounts are appropriate and that violators are treated fairly, transparently, and predictably in the Department's settlement decisions. For those proceedings before a court or administrative body, the judge will typically review a settlement before entering it as a final order to determine whether the settlement is fair, equitable, and in the public interest.

B. Settlement Considerations

Decisions to settle cases should be made through a collaboration of the inspector of record, his or her managers, OEEJ, OGC, and in some instances, OAG. The Department Director should also be consulted for high profile or controversial matters. As a general rule, there should be no fine reductions or settlements without simultaneously obtaining compliance, unless compliance is impossible, i.e., property has already been converted or sold. Factors to be considered in the evaluation of a settlement are outlined below.

1. Avoidance/Minimization of Litigation

This factor considers the efficiency and financial benefits of settlements. Although crafting and executing an appropriate settlement involves some work on the part of the parties, successful and timely settlement generally minimizes the time the parties spend addressing the matter, and the time, resources, and costs of litigation.

2. Compliance History

This factor considers a responsible party's previous history of compliance with environmental laws and regulations. Responsible parties with good compliance history are better candidates for settlement than responsible parties with a history of poor compliance or repeat violations.

3. Compliance Efforts

This factor considers a responsible party's efforts to correct the violation or efforts to reduce the likelihood that the violation will occur again. Corrective efforts may include not only stopping the violation, but also taking measures such as installing technology (such as electronic monitoring systems) to prevent subsequent violations, improving management, and increasing staff training. The compliance and prevention efforts must be both appropriate and timely to impact a settlement decision.

4. Mitigating Circumstances

This factor considers circumstances generally beyond a responsible party's control that may have affected the ability to achieve compliance. Examples of mitigating circumstances

may include, among other things, illness, insolvency, emergency during the infraction time, governmental intervention, or acts of God. All claims of mitigating circumstances must be substantiated. A reduction in fines or penalties will not be considered for lack of knowledge of the regulations; DDOE will not accept ignorance of the law as a mitigating circumstance. A claim of lack of knowledge because someone within the respondent's organization did not provide information to responsible individuals also will not be accepted as a mitigating circumstance because responsible parties must maintain proper oversight of their operations that have the potential to negatively impact human or environmental health.

5. Admission of Liability

A preferred settlement obtains the party's admission of liability. This admission helps obtain higher penalties in the future should enforcement again be necessary.

6. Actual Harm

In each case the settlement considerations will be weighed against evidence of actual harm to humans, animals, or the environment as the result of violations. When there is evidence of actual harm some or all of the settlement considerations may not be applied.

7. Examples of Acceptable Settlements

- 25% fine reduction for prior violator who has accepted liability and has come into compliance
- 50% fine reduction for first-time violator who has accepted liability and has come into compliance
- 75% fine reduction for first-time violator who has accepted liability for a no-harm paperwork violation and has come into compliance

C. Supplemental Environmental Projects

DDOE may use Supplemental Environmental Projects (SEPs) to satisfy a portion of fines or penalties assessed against an alleged violator. A SEP is part of the settlement of an enforcement action where the violator voluntarily agrees to undertake an environmentally beneficial project in exchange for a reduction in fines or penalties.

The SEP program is based on a long-standing program developed by EPA in its enforcement programs. The use of SEPs may be appropriate in the settlement of an enforcement action for three reasons. First, SEPs are intended to achieve improvements in environmental conditions that could not otherwise be accomplished through the imposition of traditional fines and penalties. Second, the use of SEPs adds value to enforcement settlements because SEP resources inure directly to specific environmental projects. Lastly, SEPs require violators to go beyond actual technical compliance with recognized legal standards and thereby create a greater

level of environmental stewardship. SEPs afford the violator an opportunity to provide a benefit that is focused on improving the environment of the affected community as a whole.

In enforcement settlements in which the respondent commits to conduct an SEP, the final settlement amount (cash penalty + SEP value) must exceed the value that the traditional penalty settlement would have been without the SEP. In many instances the method for determining the actual cost of implementing a SEP and the formula for determining the amount that the SEP mitigates the penalty amount may be established by DDOE's SEP policy, below. This policy requires that a violator must pay at least 20% in fines and can mitigate up to 80% of the penalty. In general, federal and non-profit organizations can mitigate penalties 1:1, but private entities must mitigate penalties at the higher rate of 2:1, unless circumstances are present that would justify a different ratio.¹³

To be approved as a SEP, DDOE requires that the project meet the criteria set out below:

1. The Project Must Primarily Benefit Public Health or the Environment

A SEP must improve, protect, or reduce risks to public health or the environment. While in some cases a SEP may provide the alleged violator with certain benefits, there must be no doubt that the project primarily benefits public health or the environment. To qualify as a benefit to public health or the environment, a SEP must fit into at least one of the following categories:

- **Public Health** - includes projects that address the health concerns of residents in a community and may include examining residents in a community or their health data to determine a pattern of health problem due to the violations.
- **Pollution Prevention** - involves changes in activities or operations so that a company no longer generates some form of pollution. For example, a company may make its operation more efficient so that it reduces or eliminates its hazardous waste stream.
- **Pollution Reduction** - reduces the amount or danger presented by some form of pollution, often by providing better treatment and disposal of the pollutant.
- **Environmental Restoration and Protection** - improves the condition of the land, air, or water in the area damaged by the violation.
- **Emergency Planning and Preparedness** - includes projects that provide assistance to a District emergency response or planning entity to enable these types of organizations to fulfill their obligations under the federal Emergency Planning and Community Right-to-Know Act. Such assistance may include the purchase of computers or software, communication systems, chemical emission detection and inactivation equipment, HAZMAT equipment, or training. Cash donations to District emergency response organizations are not acceptable SEPs.
- **Assessments and Audits** - allows a violator to agree to examine its operations to determine if it is causing any other pollution problems or can run its operations better to avoid violations in the future. These audits must go well beyond standard business practice.

¹³ For example, the ratio may be reduced for the implementation of an energy conservation SEP that might result in an additional economic benefit to the respondent such as reduced energy bills.

- **Environmental Compliance Promotion** - allows a violator to provide training or technical support to other members of the regulated community to achieve, or go beyond, compliance with applicable environmental requirements. For example, the violator may train other companies on how to comply with the law.
- **Other Types of Projects** - includes proposed SEPs that have environmental merit but do not fit within the categories listed above. These types of projects must be fully consistent with all other provisions of the SEP Policy and be approved by the respective DDOE program.

2. The Project Must Meet All Other Legal Requirements

Since SEPs are part of an enforcement action, they must meet certain legal requirements, such as:

- There should be no direct relationship between the SEP and the underlying violation. Environmental improvements directly tied to the underlying violation are traditionally viewed as a correction action per se. Merely correcting a violation does not constitute a SEP. The SEP must represent improvements that go beyond compliance.
- A SEP must be voluntary, i.e., the project must not be one which the violator is legally obligated to perform under another law, regulation, administrative order, or settlement document. SEPs may include activities which the violator will become legally obligated to undertake two or more years in the future, as long as the regulation or statute does not provide a benefit to the violator for early compliance.
- A SEP cannot have been committed to or started before DDOE identifies the violation(s) (e.g., issued a NOV, NOI, order, or complaint). This is because the primary purpose of this policy is to obtain environmental or public health benefits that may not have occurred “but for” the SEP.
- All SEPs must be defined in sufficient detail to meet the requirement of enforceability. There must be objective quantifiable deliverables, deadlines, and consequences. If a SEP is not completed satisfactorily pursuant to the terms of the settlement, a stipulated penalty may be imposed for this failure. The determination of whether the SEP has been satisfactorily completed and whether the violator made a good faith, timely effort to implement the SEP is reserved to DDOE’s sole discretion.
- A SEP’s performance or its funding cannot be managed or controlled by a District agency. However, DDOE may perform oversight to ensure that a project is implemented pursuant to the provisions of the settlement. DDOE may have legal recourse if the SEP is not adequately performed.

Since SEPS may be part of the settlement process, the proposed SEP will normally be presented to OGC as part of settlement negotiations. Prior to its acceptance, however, the SEP must be presented to the appropriate program personnel for technical analysis. The technical analysis and program approval of the SEP must be in writing. Final proposals of SEPs must be approved by the Division's Associate Director, the Administration's Deputy Director, OEEJ, and OGC.

VII. CASE CLOSURE AND RECORD RETENTION

A. Case Closure

When no further action is required and satisfactory compliance has been achieved, a case is ready to be closed. In closing a case, program management determines, along with compliance and legal staff, if necessary, whether all terms of site directives, consent orders, compliance agreements, and other requirements have been met. This includes, among other things, confirming that permits have been obtained, closure plans have been implemented, civil charges have been paid, and that any other requirement imposed as part of the enforcement action have been completed. Each program shall track compliance. For NOIs, for example, inspectors will note compliance status in the NOI database and will be responsible for regular and timely follow-up with respondents until compliance is achieved.

The NOI database will be the primary location for noting whether a case is open or closed. For any enforcement matter in compliance and paid in full by respondent, OEEJ's Notice of Final Payment will serve as notice to the respondent that DDOE has concluded its enforcement action.

B. Record Retention

All documents relevant to an enforcement action such as inspection reports and notes, photographs and other evidence, correspondence, and official documents (including directives and NOVs) should be maintained in the case file as long as required by DDOE record retention policies or until the conclusion of the final appeal of the enforcement action—whichever is longer.

GLOSSARY

CID	Criminal Investigation Division
DCMR	District of Columbia Municipal Regulations
DCRA	Department of Consumer and Regulatory Affairs
DDOE	District Department of the Environment
EPA	U.S. Environmental Protection Agency
OAG	D.C. Office of the Attorney General
OAH	D.C. Office of Administrative Hearings
OGC	DDOE's Office of the General Counsel
MPD	Metropolitan Police Department
NOI	Notice of Infraction
NOV	Notice of Violation
OEEJ	DDOE's Office of Enforcement and Environmental Justice
SEP	Supplemental Environmental Project
SOP	Standard Operating Procedure

FY 2015 ESC Notice of Violation List

Location	Enforcement Action	Date of Inspection	Nature of Inspection	Corrective Action
1111 New Jersey Avenue SE	NOV	12/16/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
1230 Sumner Road SE	NOV	1/9/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
1233 First Street SE	NOV	12/16/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
1310 Childress Street NE	NOV	11/29/2014	Construction Inspection	Compliance with requirements for Stormwater management construction
1500 Anacostia Avenue NE	NOV	11/14/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
1500 Pennsylvania Avenue SE	NOV	10/7/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
1618 14th Street NW	NOV	10/29/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment Control
1805 Hoban Road NW	NOV	6/10/2015	Construction Inspection	Compliance with requirements for erosion and sediment control
2300-2310 Connecticut Avenue NW	NOV	3/26/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
2501 Sayles Pl SE	CA	10/22/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment Control
3033 Aberfoyl Place NW	NOV	3/26/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
3101 Wisconsin Avenue NW	NOV	10/16/2014	Construction Inspection	Compliance with requirements for Erosion and sediment control
3300 9th Street NE	NOV	6/11/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment Control

Location	Enforcement Action	Date of Inspection	Nature of Inspection	Corrective Action
3401 4th Street SE	NOV	12/22/2016	Construction Inspection	Compliance with requirements for Erosion and Sediment control
3401 4th Street SE	CA	12/22/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
3401 4th Street SE	NOV	11/6/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
3401 4th Street SE	NOV	1/9/2016	Construction Inspection	Compliance with requirements for Erosion and Sediment control
400 4th Street SW	NOV	4/17/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
400 4th Street SW	NOV	4/23/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
410 E Street NE	NOV	12/18/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
4200 Connecticut Avenue NW	NOV	12/16/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
4200 Connecticut Avenue NW	CA	12/16//2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
4334 Kingle Stret NW	NOV	10/28/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
4759 Resevior Road NW	NOV	2/2/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
5255 Loughboro Road NW	NOV	4/8/2015	Construction Inspection	Compliance with requirements for stormwater management construction
5805 32nd Street	NOV	1/28/2015	Construction Inspection	Compliance with requirements for Erosoion and sediment contol
5805 32nd Street NW	NOV	1/28/2015	Construction Inspection	Compliance with requirement for stormwater management

Location	Enforcement Action	Date of Inspection	Nature of Inspection	Corrective Action
616 D Street SE	NOV	12/15/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7051 Spring Place NW	NOV	1/14/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7051 Spring Place NW	NOV	8/11/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7051 Spring Place NW	NOV	8/11/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7051 Spring Place NW	NOV	8/13/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7053 Spring Place	NOV	1/14/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7053 Spring Place	NOV	8/11/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
7053 Spring Place	NOV	8/13/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment control
800 22nd Street NW	NOV	11/17/2014	Construction Inspection	Compliance with requirements for Erosion and Sediment Control
919 T Street NW	CA	10/17/2015	Construction Inspection	Compliance with requirements for Erosion and Sediment Control

Notice of Infraction List

Infraction Location	Violation - Nature of Infraction	Date of Infraction
1005 Otis Street NE	Failure to have soil erosion and sediment control measures in place to stabilize an exposed area as soon as practicable after construction activity has temporarily or permanently ceased.	7/29/2015
10104 Garden Way	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	12/16/2014
1101 9th St. NE	Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.	10/23/2014
1115 H Street NE	Failure to submit a complete as-built stormwater management plan package within twenty-one (21) days of the Department's final construction inspection	4/23/2015
1140 3rd St. NE	Failure to stabilize stockpiled material with mulch, temporary vegetation, hydro-seed, or plastic within fifteen (15) calendar days after last use or addition of material.	1/20/2015
1159 Oates St. NE	Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.	10/24/2014
1200 Jackson Street, NE	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	7/7/2015
1211 Holly St. NW	Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.	4/28/2015
1251 Saratoga Ave. NE	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/20/2015
1259 Holbrook Terrace, NE	<p>Working outside the scope of the Department-approved soil erosion and sediment control plan.</p> <p>Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.</p> <p>Failure to have adequate erosion and sediment control measures in place before and during land disturbance.</p>	9/15/2015

Infraction Location	Violation - Nature of Infraction	Date of Infraction
1310 Childress St. NE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	9/22/2014
1310 Childress St. NE	Failure to obtain a Department-approved stormwater management plan.	10/7/2014
1310 Childress St. NE	Failure to maintain or achieve the off-site retention volume.	10/29/2014
1314 Farragut Street NW	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	9/4/2015
1316 1/2 Shepherd Street NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	7/8/2015
1350 Florida Ave. NE	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site. Failure to install required sediment traps or basins and other soil erosion and sediment controls.	5/1/2015
1401 New York Ave. NE	Failure to include each additional measure required to keep sediment from being tracked or otherwise carried onto public streets by construction vehicles, and washed into a storm drain or waterway.	6/3/2015
1405 Brentwood Pkwy. NE	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/20/2015
1451 S St. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	5/27/2015
1538 New Jersey Ave. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	3/25/2015
1838 11th Street NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	8/5/2015

Infraction Location	Violation - Nature of Infraction	Date of Infraction
2024 16th Street NW	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	6/15/2015
2120 13th Street NW	Failure to conduct maintenance required by the stormwater management plan approved by the Department.	4/15/2015
2166 Half Moon Place NE/2226 30th Pl. NE	<p>Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.</p> <p>Failure to employ erosion and sediment controls at all times to protect inlets or storm sewers below silt-producing areas.</p>	6/2/2015
226 S St. NE	<p>Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.</p> <p>Failure to install measures to minimize off-site vehicle tracking at the construction site access.</p> <p>Failure to have adequate erosion and sediment control measures in place before and during land disturbance.</p>	10/8/2014
2300 4th St. NE	Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.	10/8/2014
2300 4th St. NE	<p>Failure to have adequate erosion and sediment control measures in place before and during land disturbance.</p> <p>Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.</p>	5/21/2015

Infraction Location	Violation - Nature of Infraction	Date of Infraction
233 S St. NE	<p>Failure to install required sediment traps or basins and other soil erosion and sediment controls.</p> <p>Failure to have soil erosion and sediment control measures in place to stabilize an exposed area as soon as practicable after construction activity has temporarily or permanently ceased.</p>	1/29/2015
2702 12th Street NE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	7/7/2015
2909 17th Street, NE	<p>Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.</p> <p>Failure to establish and maintain perimeter controls around the stockpile material that is actively being used during a phase of construction.</p>	9/10/2015
30 O Street NW	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	9/9/2015
300 Riggs Rd. NE	<p>Failure to establish and maintain perimeter controls around the stockpile material that is actively being used during a phase of construction.</p> <p>Failure to install measures to minimize off-site vehicle tracking at the construction site access.</p> <p>Failure to install required sediment traps or basins and other soil erosion and sediment controls.</p>	1/27/2015

Infraction Location	Violation - Nature of Infraction	Date of Infraction
3005 Perry Street NE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan. Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	8/20/2015
3015 Warder St. NW	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/27/2015
306 Evarts Street, NE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	10/8/2014
32 O Street NW	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	9/9/2015
3217 Warder Street NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	3/24/2015
3221 12th St. NE	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	12/3/2014
3221 12th St. NE	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	4/30/2015
3221 12th Street NE	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	7/1/2015
3221 Warder St. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	3/24/2015
3223 Warder St. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	3/24/2015
3814 8th St. NW	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	9/30/2014

Infraction Location	Violation - Nature of Infraction	Date of Infraction
410 E St. NE	Failure to schedule a preconstruction meeting or field visit with the Department at least three (3) business days before commencement of a land-disturbing activity.	10/6/2014
415 Varnum St. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	4/10/2015
4301 13th Street NW	Failure to install measures to minimize off-site vehicle tracking at the construction site access. Failure to remove off-site accumulations of sediment.	7/8/2015
454 Park Rd. NW	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/27/2015
454 Park Rd. NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	4/29/2015
5026, 5028, 5030, 5032 Queens Stroll Place SE	Failure to obtain a Department-approved stormwater management plan. Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	10/22/2014
5028 Queens Stroll Place SE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	3/3/2015
5032 Queens Stroll Place SE	Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.	3/3/2015
5200 2nd St. NW	Failure to schedule a preconstruction inspection with the Department at least three (3) business days before beginning construction of a best management practice.	10/9/2014
7051 Spring Pl. NW	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/16/2015

Infraction Location	Violation - Nature of Infraction	Date of Infraction
7053 Spring Pl. NW	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	1/16/2015
800 Maine Ave. SW	Failure to use adequate soil erosion and sediment control measures to prevent transportation of sediment from the site.	6/16/2015
817 Varnum Street NW	Failure to have adequate erosion and sediment control measures in place before and during land disturbance.	7/9/2015
Taft Dwight A. Mosley Recreation Center	<p>Engaging in razing or land-disturbing activity, including stripping, clearing, grading, grubbing, excavating, and filling of land, without obtaining the Department's approval of a soil erosion and sediment control plan.</p> <p>Failure to have adequate erosion and sediment control measures in place before and during land disturbance.</p>	6/10/2015

FY 2015 IDDE Investigations

Name	Address	Date	IDDE Case Number
Swimming Pool	Virginia Ave., and Rock Creek Parkway NW	10/6/2014	141006
Sediment Discharge	34th and Garfield, NW	10/16/2014	141016
Sewage Seep	outfall 3004	10/27/2014	141027
Swimming Pool	3125 38th St., NW	10/28/2014	141028
Sewage Release	Dalecarlia Reservoir (MD)	10/31/2014	141031
Winn Management Company	4315 3rd St., SE	11/4/2014	141104
Walter Reed	6900 Georgia Ave., NW	11/7/2014	141107.1
NPS	Tidal Basin	11/7/2014	141107
Dumping	Oregon Ave., and Beech St., NW	11/17/2014	141117
District Veterans Contracting	401 Farragut St., NE	11/20/2014	141120
Embassy sewage discharge	2133 Wisconsin Ave., NW	12/3/2014	141203
SSO	5200 Linnean Ave., NW	12/30/2014	141230
Discharge	Outfall 952	1/8/2015	150108
Oil discharge	4630 Brooks St., NE	1/27/2015	150127
alley puddle	600 D St., NE	3/3/2015	150303.1
Porta Potty	560 N St., NW	3/3/2015	150303
Clean Rivers Project	1100 Good Hope Rd., SE	3/6/2015	150306
Flippo Construction	Quincy and North Capitol Street, NE	3/9/2015	150309
Sewage Discharge	Outfall 2022	3/16/2015	150316
SSO	3501 New York Ave., NE	3/17/2015	150317
Amtrak Track Discharge	Amtrak Tracks in NE	3/19/2015	150319
Nico's Restaurant	2214 Rhode Island Ave., NE	3/27/2015	150327
Sediment Discharge	Outfall 849	3/30/2015	150330
Walter Reed	6900 Georgia Ave., NW	4/8/2015	150408
Paint discharge	Wilson High School	4/15/2015	150415
Oiled floatables	Outfall 175	4/21/2015	150421
Car Washing	6250 Chillum Place, NW	4/23/2015	150423
WSSC Sewage	Oxon Run	5/6/2015	150506
Pool Discharge	4101 Cathedral Ave., NW	5/8/2015	150508.1
Sewage Release	3917 Minnesota Ave., NE	5/8/2015	150508.2
color Run	RFK Parking Lot	5/8/2015	150508
Seafarer's Yacht Club	CSX Bridge over Anacostia	5/9/2015	150509
Water in alley	1614 Newton St., NE	5/14/2015	150514
Walter Reed	6900 Georgia Ave., NW	6/2/2015	150602
White spill reported	Sedgewick and Rodman St alleway, NW	6/2/2015	150602.1
Pepco Vault Discharge	New York Ave., and Bladensburg Rd., NE	6/18/2015	150618
Water main break	Outfall 998	6/24/2015	150624
SSO	Morrow Road, NW	7/6/2015	150706
Sewage odor	Outfall 878	7/7/2015	150707
Water pooling in alley	15th and Massachusetts Ave., SE	7/15/2015	150715
DPW Fueling	4902 John McCormack Rd., NE	7/23/2015	150723
SSO	Maddox Branch	7/27/2015	150727
Manhole Leaking	4565 MacArthur Blvd, NW	7/28/2015	150728
Sediment Discharge	4250 Connecticut Ave., NW	7/29/2015	150729
Spring Valley Leak	Spring Valley	8/5/2015	150805

Sediment Discharge	4565 MacArthur Blvd, NW	8/12/2015	150812
Chipotle Washing	2600 Connecticut Ave., NW	8/13/2015	150813.1
Sudsy Discharge	Outfall 849	8/13/2015	150813
Sediment Discharge	4900 Ashby Street, NW	8/19/2015	150819
Right Hour Auto	2201 Channing St., NE	8/20/2015	150820
foam insulation spray	1131 4th St., NW	8/21/2015	150821
Sheen on creek	Rock Creek	8/25/2015	150825.1
34th and Nash	Outfall 2012	8/25/2015	150825
Sewage Leak	Soapstone Creek	8/28/2015	150828
Pepco Spill	Rock Creek and Klinge Bridge	9/4/2015	150904
Sediment Discharge	2390 South Capitol St., SE	9/16/2015	150916
water discharge	3006 Albemarle St., NW	9/24/2015	150924
Punctured saddle tank	200 K St., NW	1/22/2015	
Fort Meyers	2237 33rd St., NE	3/24/2015	
Earth Conservation Corps	1520 1st St., SE	5/5/2015	
Green Discharge	Outfall 849	9/17/2015	



WASHINGTON D.C. PERMANENT FACILITY HHW SUMMARY REPORT- FORT TOTTEN

FY 2015

CATEGORIES AND AMOUNTS OF WASTE

	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	
WASTE CATEGORY													TOTALS
Lab Pack Waste Aresoles (gallons)	165	110	55	165	165	220	165	330	220	110	220	110	165
Lab Pack Waste Aresoles (cubic yards)		3			4					1	1	1	10
Lab Pack Flammable Liquids (cubic yards)	25	25	8	15	17	13	15	17	17	19	27	20	218
Bulk Flammable Liquids (gallons)	330	220	55	330	110	55	440	495	495	385	385	330	3,630
Bulk Paint (gallons)	110	110		220	165	330	165	165	220		440	110	2,035
Lab Pack Flammable Solid (gallons)	165										55		220
Lab Pack Oxidizing (gallons)	55	55		55	55		55		110	55	110	55	605
Lab Pack Waste Pesticide Liquid (gallons)	165	220		165	165	110	220	275	275	220	275	275	2,365
Lab Pack Waste Pesticide Solid (gallons)	165	55		55	55	55	165	220	275	220	385	110	1,760
Lab Pack Toxic Liquid (gallons)	110								55			55	220
Lab Pack Waste Corrosive Acidic (gallons)	165	55		55	55		55	220	110	55	110	55	935

WASHINGTON D.C. PERMANENT FACILITY HHW SUMMARY REPORT- FORT TOTTEN

FY 2015

CATEGORIES AND AMOUNTS OF WASTE

	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	
Lab Pack Waste Corrosive Basic (gallons)	385	330	55	385	275	165	550	385	660	385	550	385	4,510
Bulk Used Oil (gallons)	330	165				110	275						880
Bulk Non-Regular Used Oil (gallons)			55	110	165								330
Bulk Anti Freeze (gallons)	55												55
Lab Pack Asbestos (gallons)								55		55	220	55	385
Lab Pack Asbestos (cubic yard)				1									1
Lab Pack Florescent Bulbs (gallons)	165	275	55	275	165	110	275	275	110	110	220	385	2,420
Lab Pack Flouresnent Tubes (linear feet)	392				2,096		1,600	1,200	1,400	600	6,400	600	14,288
Lab Pack Waste Mercury (gallons)				5		5			5	55			70
Lab Pack BBQ Propane Tank (each)					10			10		9	20	7	56
Lab Pack Propane (gallons)	55	55			55	55	55						275
Lab Packed Pressurized Cylinder (each)	12				1								13
Lab Packed Presurized Cylinder (gallons)								110		55	55	110	330
Lab Pack Fire Extinguishers (gallons)	55	110	55		55		55	55		55	55	110	605

2015 Citywide Trash Clean Up Data

Entity	Date	Location	Watershed	Number of Volunteers	Bags of Trash	Tires	Bags of Recyclables	Pounds of Bulk Trash	Gross Total Weight (lbs)	Method for Data Collection
Anacostia Watershed Society	4/25/2015	Kenilworth Aquatic Gardens	Anacostia River	194	54	9	40	257	2,832	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anne Beers Elementary School/Adopt A Block	3/9/2015	Anne Beers Elementary School	Anacostia River	3	5	0	0	0	125	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society	4/25/2015	Anacostia Community Boathouse	Anacostia River	62	38	21	28	220	2,395	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society	4/25/2015	Anacostia Park	Anacostia River	67	45	0	42	2	2,177	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society	4/25/2015	Diamond Teague Park	Anacostia River	52	31	0	21	0	1,300	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society	4/25/2015	Joint Base Anacostia Bolling	Anacostia River	140	115	4	90	0	5,225	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society	4/25/2015	Kingman Island Cleanup	Anacostia River	95	60	2	83	95	3,720	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Riverkeeper	1/19/2015	Pope Branch Park	Anacostia River	239	Total Trash Collected = 4,235			6,056	10,291	All trash was weighed. Estimates were made for larger items.
Anacostia Riverkeeper	4/11/2015	Anacostia Park/Anacostia River Festival	Anacostia River	120	Total Trash Collected = 698			417	1,115	All trash was weighed. Estimates were made for larger items
Ocean Conservancy	9/19/2015	Anacostia Park	Anacostia River	248	Total Trash Collected = 744			232	976	All trash was weighed. Estimates were made for larger items
DOEE/Anacostia Watershed Society	4/25/2015	River Terrace Park	Anacostia River	50	110	1	105	58	5,458	Assumed weight of 25 lbs per bag and 25 lbs per tire
Horton's Kids Community Center	4/19/2015	5th Annual Charles Shelton -- Horton's Kids	Anacostia River	60	42	8	25	80	1,955	Assumed weight of 25 lbs per bag and 25 lbs per tire
Alice Ferguson Foundation/Rhode Island Ave Main Street	4/18/2015	Rhode Island Ave	Anacostia River	20	20	0	0	0	500	Assumed weight of 25 lbs per bag and 25 lbs per tire
Alice Ferguson Foundation	1/19/2015	Anacostia Park - 2015 MLK Day of Service	Anacostia River	25	22	1	0	70	645	Assumed weight of 25 lbs per bag and 25 lbs per tire
Anacostia Watershed Society/DOEE	4/25/2015	Fort Dupont Park	Anacostia River	33	31	8	0	141	1,116	Assumed weight of 25 lbs per bag and 25 lbs per tire

Entity	Date	Location	Watershed	Number of Volunteers	Bags of Trash	Tires	Bags of Recyclables	Pounds of Bulk Trash	Gross Total Weight (lbs)	Method for Data Collection
Clean Alger Park	4/5/2015	Alger Park	Anacostia River	45	50	59	30	15	3,490	Assumed weight of 25 lbs per bag and 25 lbs per tire
Rock Creek Conservancy	4/11/2015	Rock Creek Extreme Cleanup at Piney Branch	Rock Creek	68	56	0	22	40	1,990	Assumed weight of 25 lbs per bag and 25 lbs per tire
Alice Ferguson Foundation	4/11/2015	Cleanup at Pinehurst Tributary	Rock Creek	44	22	1	12	152	1,027	Assumed weight of 25 lbs per bag and 25 lbs per tire
Washington Canoe Cleanup	4/11/2015	Washington Canoe Club Cleanup	Potomac River	65	42	0	36	1142	3092	Assumed weight of 25 lbs per bag and 25 lbs per tire
Alice Ferguson Foundation	4/11/2015	Fletcher's Cove	Potomac River	60	52	4	4	500	2,000	Assumed weight of 25 lbs per bag and 25 lbs per tire

Summary	Total
Total collected from Anacostia River Watershed (lbs)	43,320
Total collected from Rock Creek Watershed (lbs)	3,017
Total collected from Potomac River Watershed (lbs)	5,092
Total Trash Collected (lbs)	51,429
Total number of volunteers engaged throughout year	1,690

Wet Weather Data for FY 2015

		Anacostia High School			Gallatin & 14th St., NE			Water Reed/Fort Stevens			Soapstone Creek			Battery Kemble			Oxon Run		
		12/1/2014	3/20/2015	8/20/2015	12/1/2014	3/20/2015	6/1/2015	11/24/2014	4/3/2015	6/1/2015	11/24/2014	3/20/2015	6/1/2015	11/24/2014	4/3/2015	6/1/2015	12/1/2014	4/3/2015	8/20/2015
Parameter	Units	Wet 1	Wet 2	Wet 3	Wet 1	Wet 2	Wet 3	Wet 1	Wet 2	Wet 3	Wet 1	Wet 2	Wet 3	Wet 1	Wet 2	Wet 3	Wet 1	Wet 2	Wet 3
Cadmium	mg/L	ND	ND	ND	ND	0.0005	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Chlorophyll a	ug/L	ND	ND	ND	ND	ND	ND	4.3	2.4	ND	ND	ND	ND	ND	2.1	ND	4.2	ND	ND
Copper	mg/L	0.008	0.023	0.017	0.0093	0.02	0.021	0.019	0.035	0.019	0.036	0.026	0.036	0.095	0.21	0.13	0.012	0.032	0.0074
E. Coli	MPN/100 mL	46	>1600e	1600	130	>1600e	920	240	>1600e	920	>1600e	>1600e	>1600e	110	>1600e	350	33	350	17
Fecal Coliforms	MPN/100 mL	46	>1600e	1600	130	>1600e	920	240	>1600e	920	>1600e	>1600e	>1600e	110	>1600e	350	33	350	17
Hardness (As CaCO3)	mg CaCO3/L	120	82	200	180	88	70	54	100	50	100	110	82	110	170	110	88	120	130
Lead	mg/L	0.0059	0.01	0.0011	0.0023	0.0084	0.016	0.0086	0.0086	0.02	0.0091	0.0072	0.02	0.0046	0.0053	0.0081	0.0016	0.014	ND
Nitrogen, Total as N	mg/L	1.8	3.4	2.77	3.3	3.5	4.3	2	2.1	2.9	4.6	4.8	3.9	3.7	6.8	57	2.9	2	1.59
Phosphorus, Total (as P)	mg/L	0.11	0.19	0.32	0.15	0.2	0.034	0.36	0.27	0.3	0.7	0.2	0.35	0.4	0.31	0.23	0.043	0.28	ND
Total Suspended Solids	mg/L	20	36	5.2	15	20	140	40	64	44	29	30	76	32	19	41	6.4	63	6
Zinc	mg/L	0.041	0.1	0.031	0.045	0.074	0.081	0.083	0.1	0.057	0.1	0.089	0.08	0.017	0.03	0.028	0.039	0.14	0.019
Estimated Flow Rate	gpm	2,749	2,618	935	1,683	1,870	26,180	49	55	491	823	2,394	39,494	11	11	15	736	1,122	248

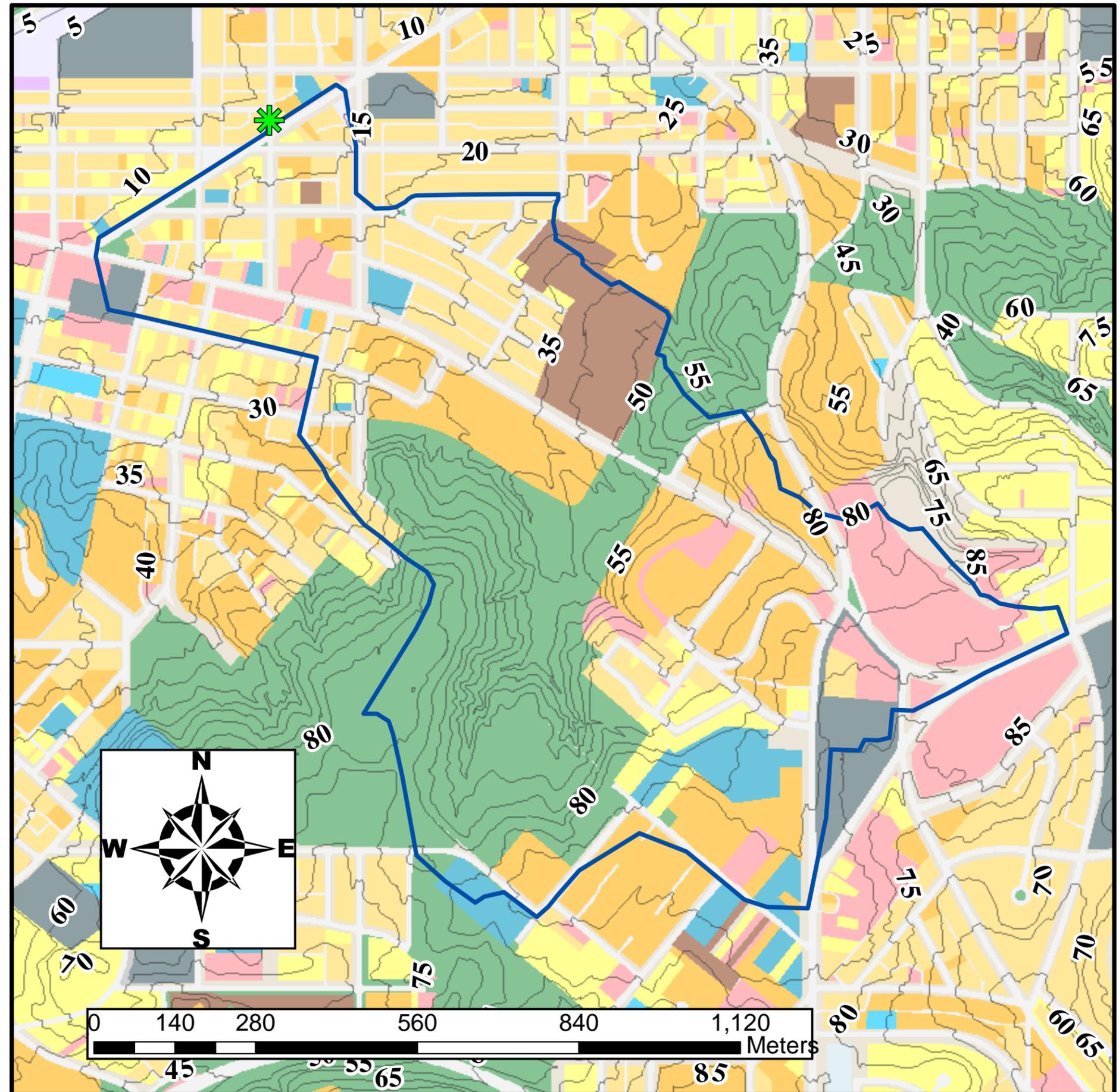
ND - Analyte not detected at or above reporting limit

Anacostia High School

Site 3 (M12A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  5m Topo Lines
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

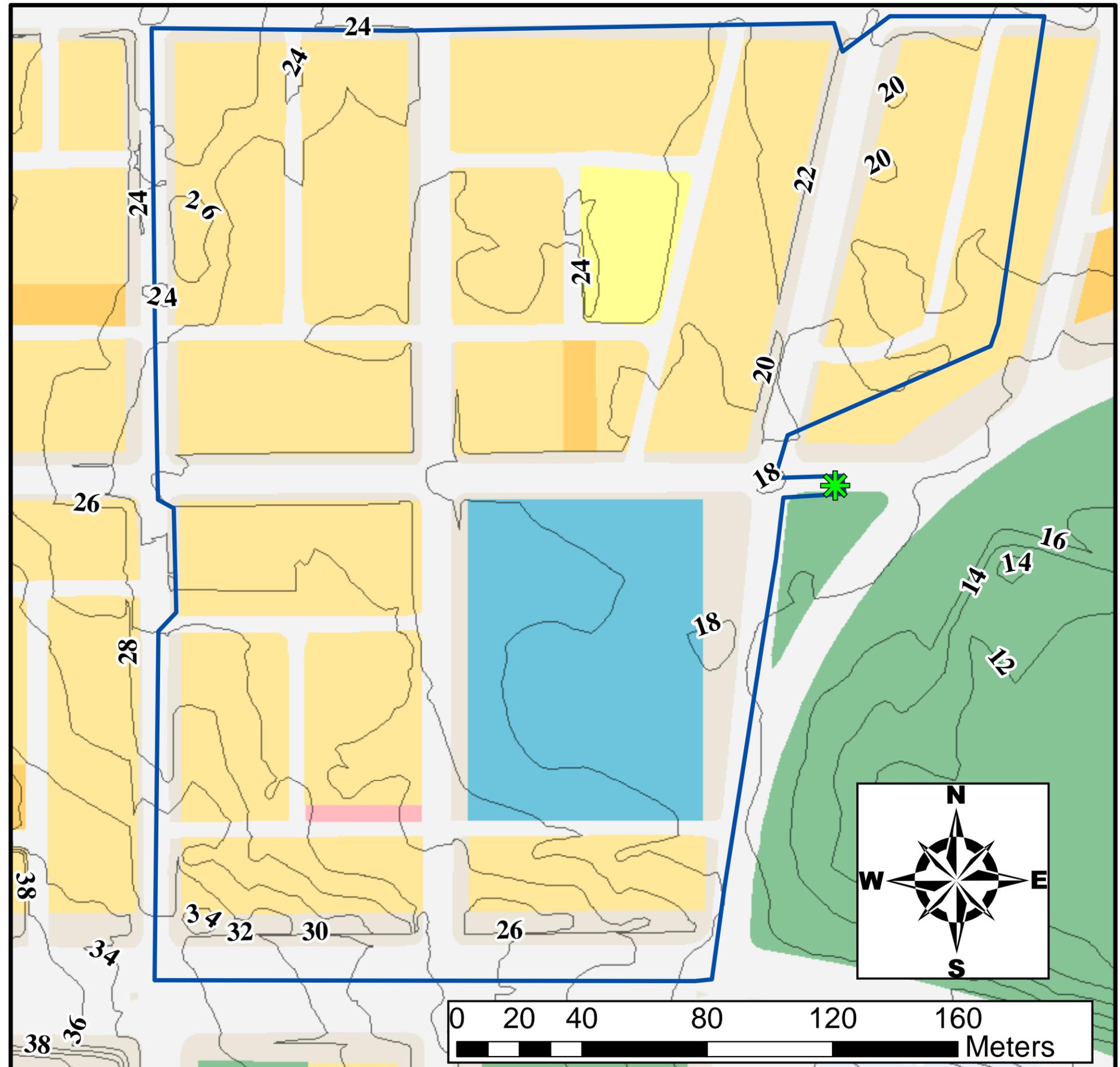


East Capitol St.

Site 7 (MS7A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  1m Topo
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

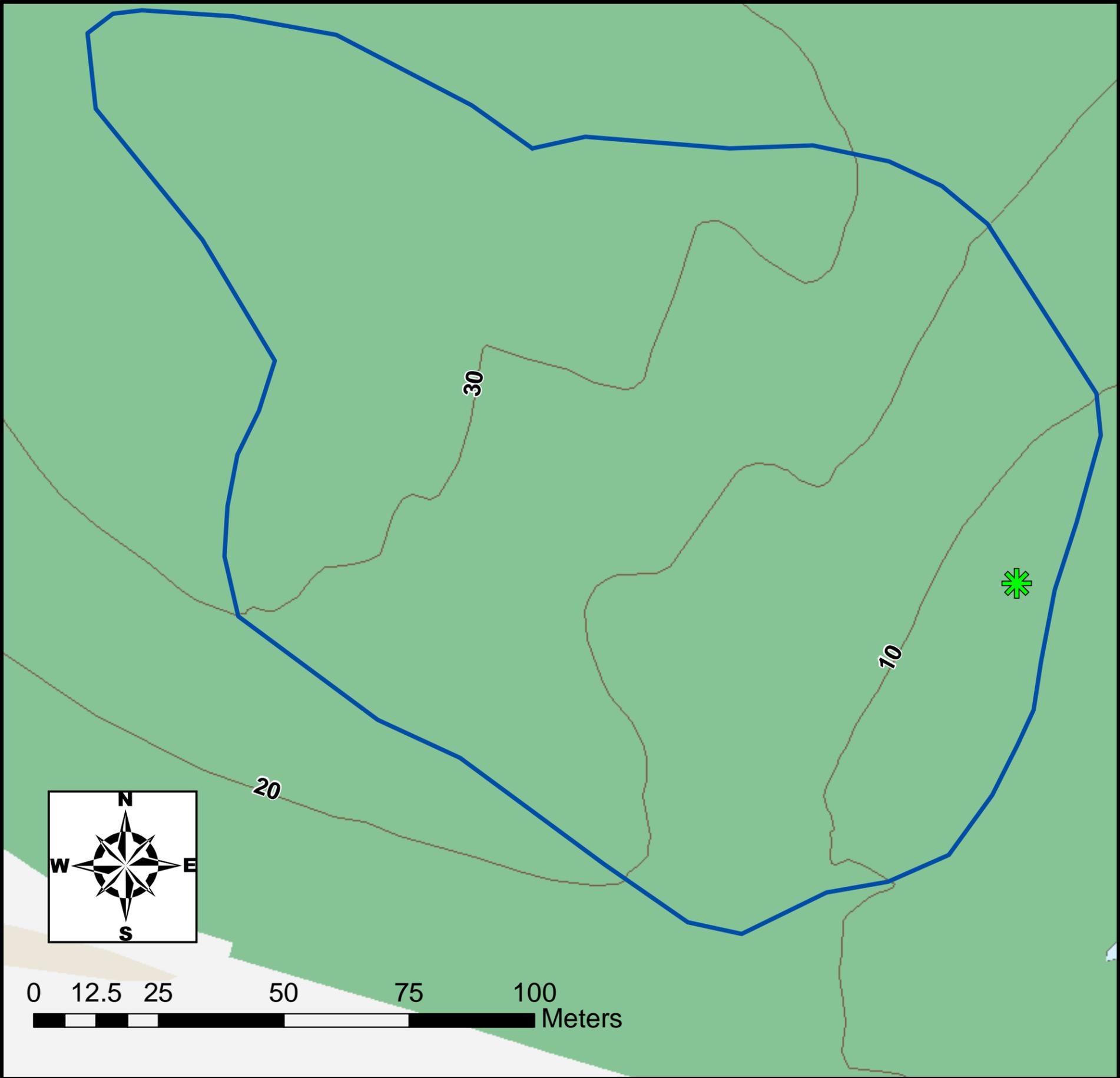


Ft. Lincoln - Newton BMP

Site 8 (MS8A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  10m Topo
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water



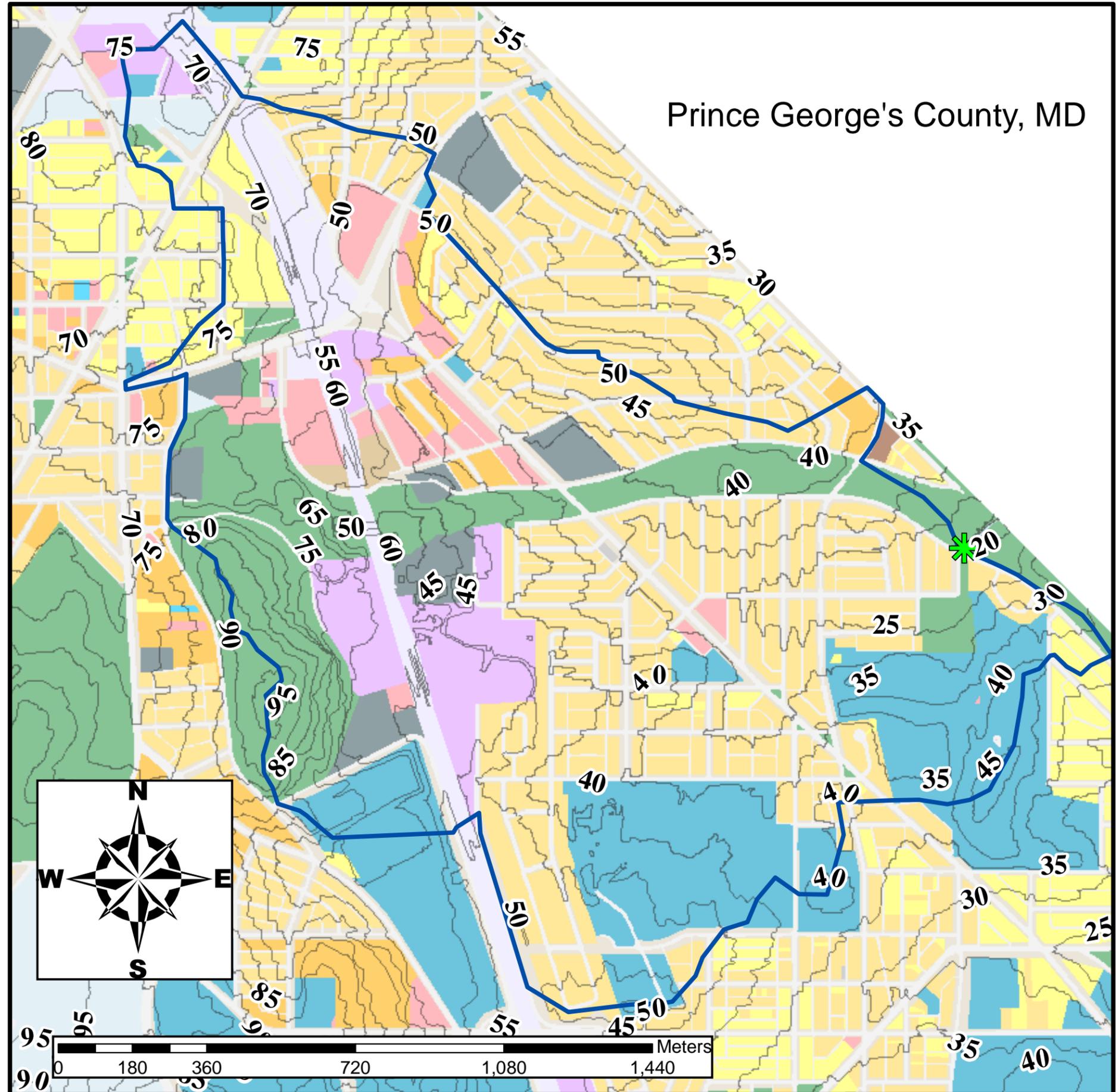
Gallatin & 14th St NE

Site 4 (M13A)

Prince George's County, MD

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  5m Topo Lines
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

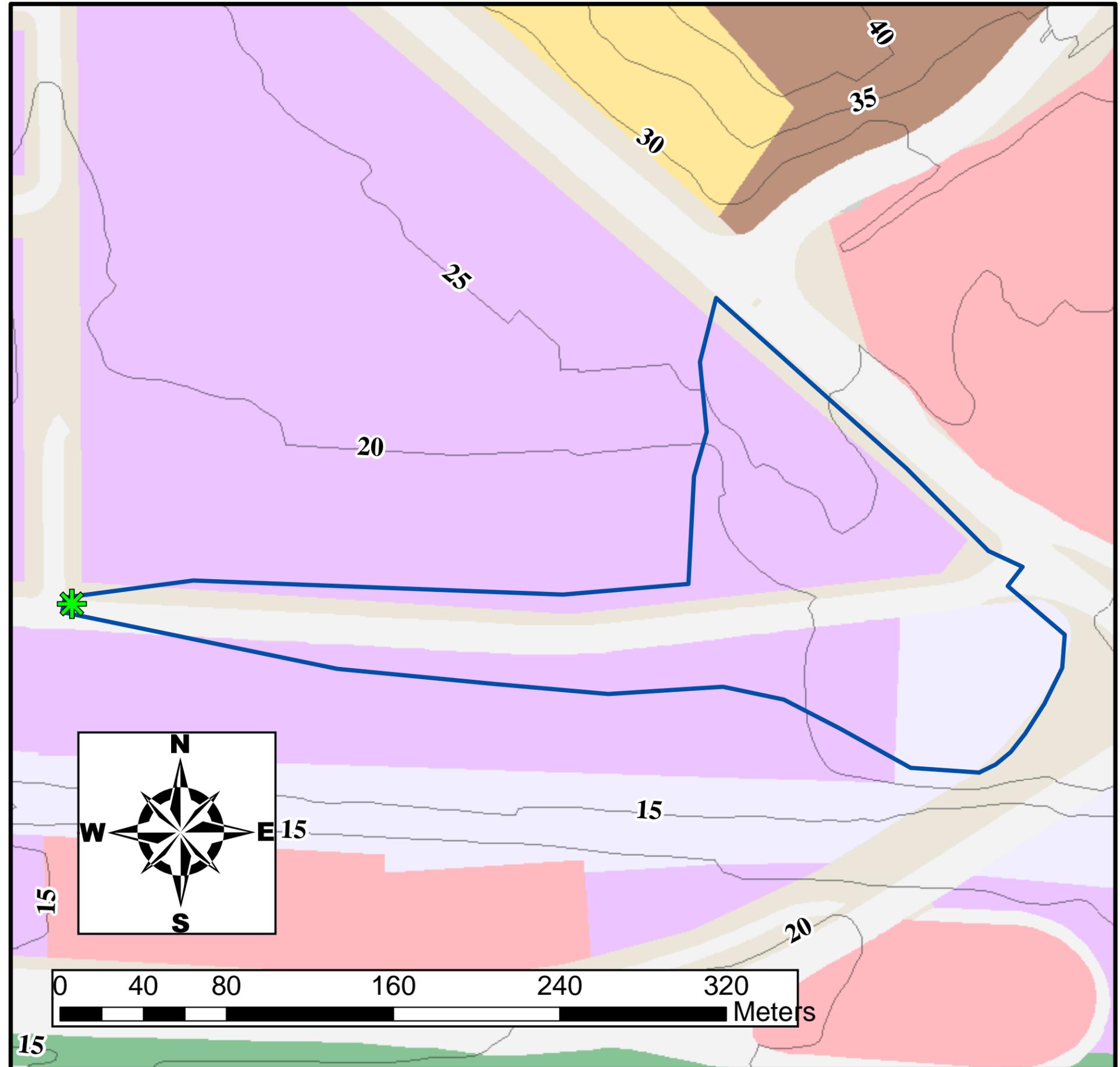


Hickey Run

Site 9 (MS9A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  5m Topo Lines
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

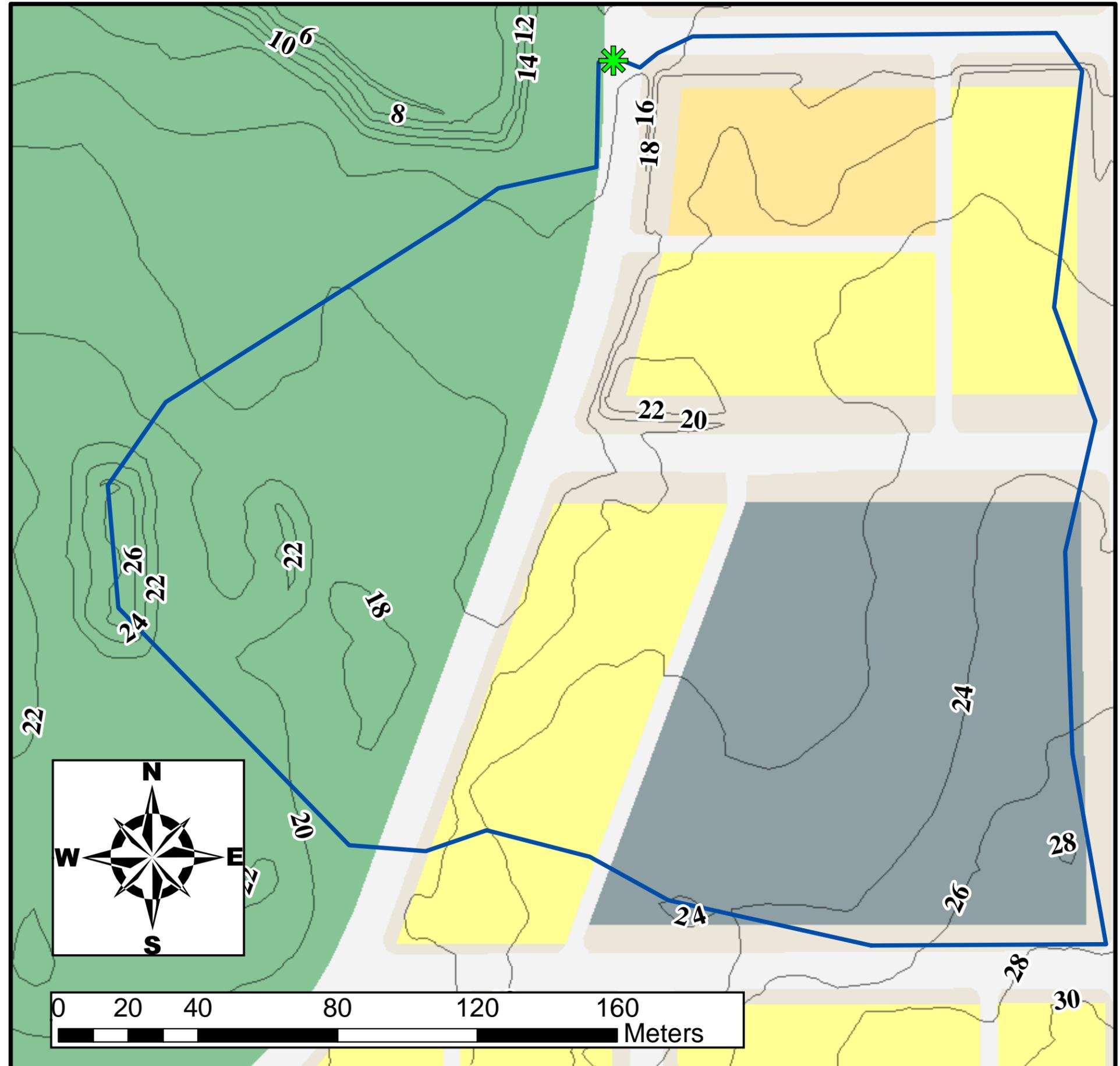


Nash Run

Site 6 (M15A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  1m Topo
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

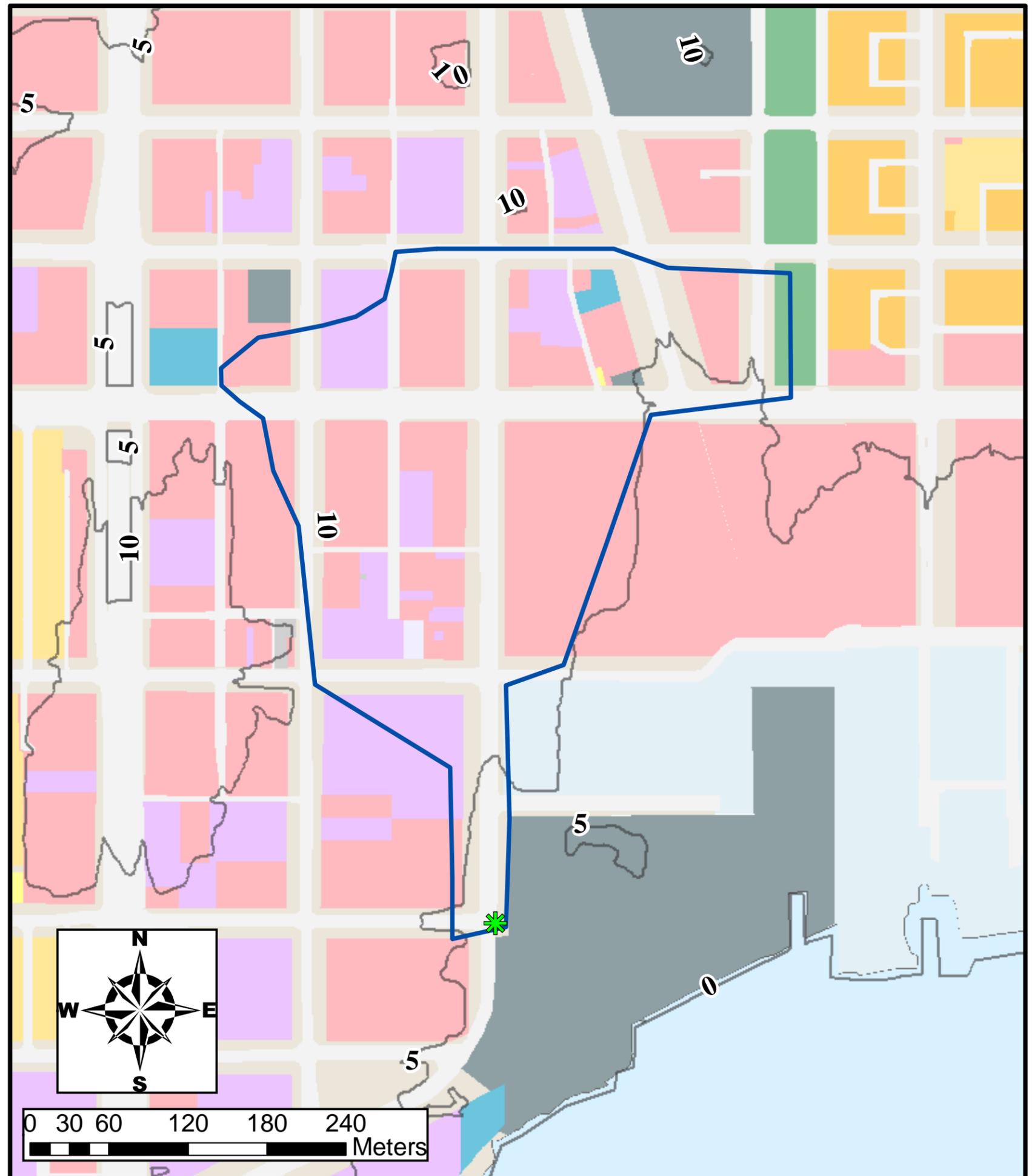


St Stormwater Pump Station

Site 2 (M11A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  5m Topo Lines
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
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 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

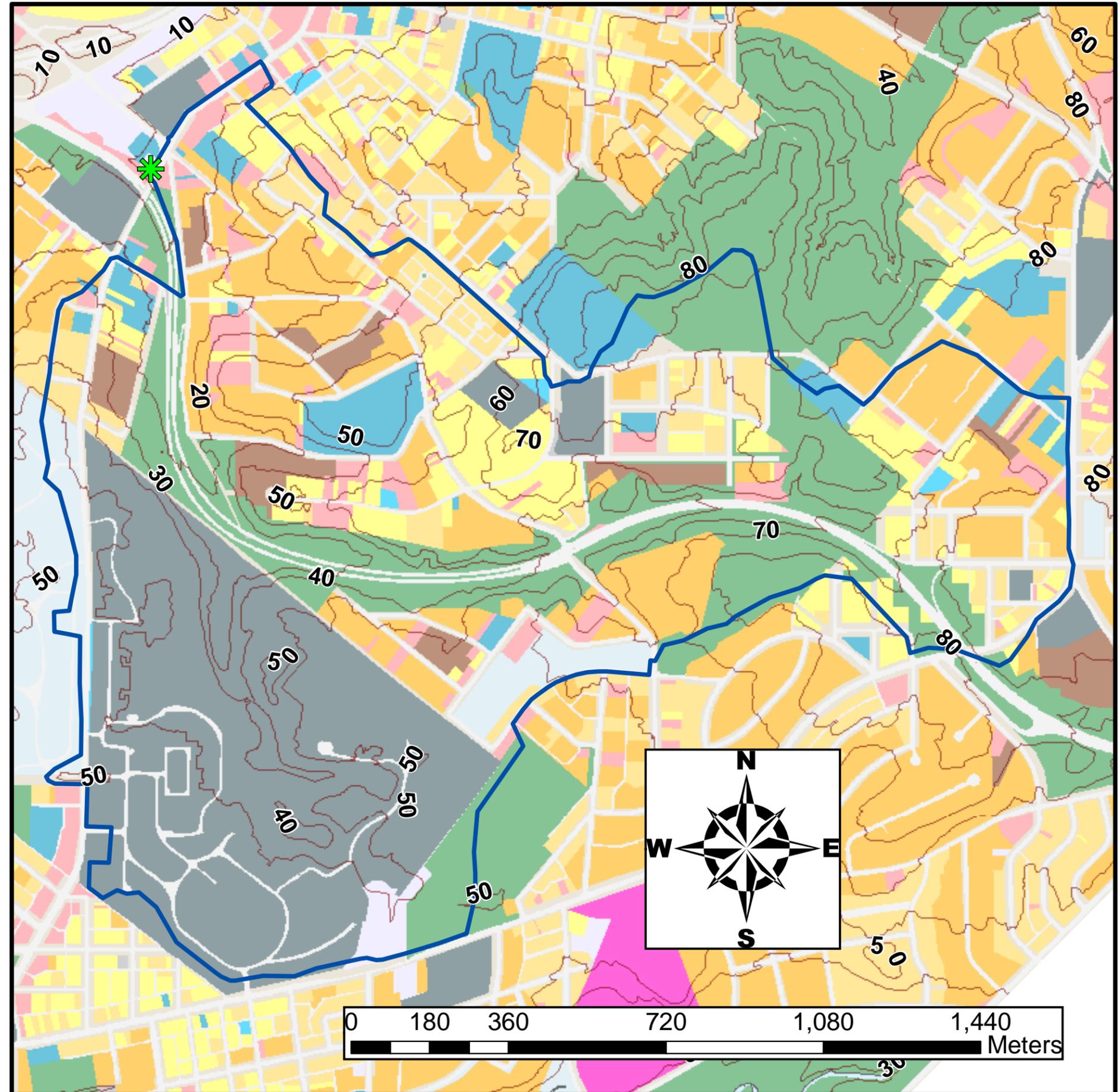


Stickfoot Sewer

Site 1 (M10A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  10m Topo
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
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 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water



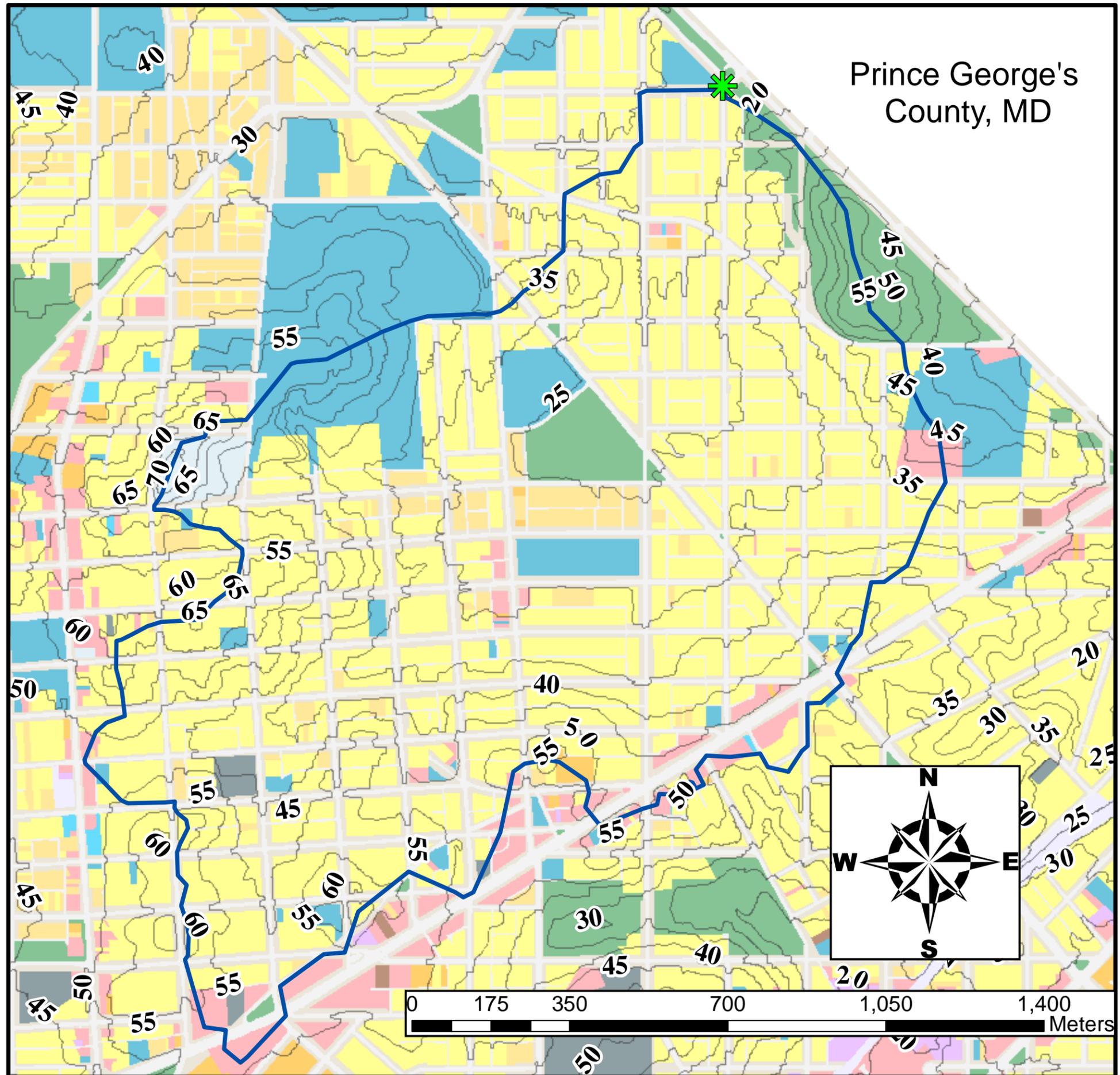
Varnum and 19th PI NE

Site 5 (M14A)

Legend

-  Water Quality Monitoring Sites
-  Water Quality Monitoring Sites Drainage Area
-  5m Topo Lines
- Existing Land Use
- Land Use Designation
 -  Low Density Residential
 -  Low-Medium Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Commercial
 -  Transport, Communication, Utilities
 -  Industrial
 -  Mixed Use
 -  Institutional
 -  Federal Public
 -  Local Public
 -  Public, Quasi-Public, Institutional
 -  Parks and Open Spaces
 -  Parking
 -  Roads; Alleys; Median
 -  Transportation Right of Way
 -  Undetermined
 -  Water

Prince George's
County, MD



Dry Weather Sampling Results

Parameter	Units	Anacostia High		Gallatin & 14th St NE		Walter Reed		Soapstone Creek		Battery Kemble Creek		Oxon Run	
		7/13/20 15	8/14/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	7/13/20 15	8/14/20 15
1,1,2,2-Tetrachloroethane	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	ND
1,1,2-Trichloroethane	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	ND
Arsenic	mg/L	0.003	0.0015	ND	0.001 7	ND	ND	ND	ND	NDF	ND	ND	ND
Bis(2-Ethylhexyl)phthalate	ug/L	ND	9.9	ND	ND	ND	ND	ND	ND	NDF	ND	13	ND
BOD	mg/L	4.2	ND	3.1	ND	4.1	ND	ND	ND	NDF	4.1	ND	ND
Cadmium	mg/L	ND	ND	ND	ND	ND	ND	0.0006 7	ND	NDF	ND	ND	ND
Chloroform	ug/L	ND	ND	1.5	ND	ND	ND	ND	ND	NDF	ND	ND	ND
Chlorophyll a	ug/L	2.2	ND	2.1	ND	2.2	ND	ND	ND	NDF	ND	ND	ND
Chromium	mg/L	0.0042	ND	ND	0.002 8	ND	ND	ND	ND	NDF	0.004 5	ND	ND
COD, Total	mg/L	12	19	29	18	28	ND	39	10	NDF	11	ND	ND
Copper	mg/L	0.01	0.013	0.0058	0.007 7	0.0034	ND	0.0049	0.064	NDF	0.038	0.022	0.0015
Cyanide, Total	mg/L	ND	ND	0.0058	ND	ND	ND	ND	ND	NDF	ND	ND	ND
Dieldrin	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	ND
E. Coli	MPN/100 mL	920	>1600e	130	130	>1600e	280	>1600e	240	NDF	540	>1600e	220
Fecal Coliform	MPN/100 mL	920	>1600e	130	130	>1600e	280	>1600e	240	NDF	540	>1600e	220
Fecal Streptococcus	MPN/100 mL	240	1300	49	240	>1600e	79	>1600e	1600	NDF	540	240	790
gamma-BHC	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	ND
Hardness (As CaCO ₃)	mg CaCO ₃ /L	300	140	220	210	300	330	340	310	NDF	380	140	240
Lead	mg/L	0.0075	ND	ND	0.001 2	ND	ND	ND	ND	NDF	0.003 4	0.0028	0.0024
Nickel	mg/L	0.011	0.009	0.014	0.015	0.021	0.014	0.0092	0.009 3	NDF	0.006 5	0.0082	0.0057
Nitrogen, Total	mg/L	4.2	1.17	2	2.65	3.7	3.45	2.6	2.37	NDF	1.38	3.35	2.2
Oil & Grease	mg/L	ND	3.13	3.7	4.61	13	4.57	4.2	6.85	NDF	4.18	ND	3.6
PCB, Total	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	ND

Parameter	Units	Anacostia High		Gallatin & 14th St NE		Walter Reed		Soapstone Creek		Battery Kemble Creek		Oxon Run	
		7/13/20 15	8/14/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	5/28/20 15	8/4/20 15	7/13/20 15	8/14/20 15
Phenolics, Total Recoverable	mg/L	ND	0.085	ND	0.019	ND	ND	ND	ND	NDF	ND	ND	ND
Phosphorus, Dissolved (As P)	mg/L	0.066	0.29	0.16	0.068	0.8	ND	0.044	0.044	NDF	0.3	ND	ND
Phosphorus, Total (As P)	mg/L	0.36	ND	ND	ND	ND	ND	ND	ND	NDF	ND	ND	3.8
Tetrachloroethene	ug/L	ND	540	580	500	1100	1100	640	700	NDF	600	7.9	410
Total Dissolved Solids	mg/L	530	ND	ND	ND	ND	ND	ND	ND	NDF	ND	310	ND
Total Suspended Solids	mg/L	19	2.3	ND	9	1.1	1.5	1.3	1.7	NDF	37	32	ND
Trichloroethylene	ug/L	ND	ND	ND	ND	ND	ND	ND	ND	NDF	ND	2.2	ND
Zinc	mg/L	0.039	0.026	0.032	0.032	0.017	0.011	0.021	0.04	NDF	0.017	0.032	0.011