



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 Broadway
New York, NY 10007-1866

2018 OCT 11 PM 9:00
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CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Melissa Gilbon Ferraro, Corporation Counsel
City of Peekskill
840 Main Street
Peekskill, New York 10566

Re: In the Matter of City of Peekskill
Municipal Separate Storm Sewer System ("MS4"), NYR20A310
Docket No. CWA-02-2018-3314

Dear Ms. Gilbon Ferraro:

Enclosed is a fully executed Consent Agreement and Final Order that resolves the above referenced matter.

Thank you for your cooperation and assistance to bring this matter to a mutually satisfactory resolution.

Sincerely yours,

A handwritten signature in blue ink that reads "Lauren Charney".

Lauren Charney, Esq.
Assistant Regional Counsel
Office of Regional Counsel

Enclosures

cc: Karen Maples, Regional Hearing Clerk

Richard Leins, City Manager
City of Peekskill
840 Main Street
Peekskill, New York 10566

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

IN THE MATTER OF:

City of Peekskill
840 Main Street
Peekskill, New York 10566

Respondent

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

**CONSENT AGREEMENT
AND
FINAL ORDER**

Docket No. CWA-02-2018-3314

I. PRELIMINARY STATEMENT

Complainant, the United States Environmental Protection Agency (“EPA”), having issued Complaint Number CWA-02-2018-3314 on March 20, 2018, against the City of Peekskill (“Respondent”), and

Complainant and Respondent having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order (“CA/FO” or “Agreement”) without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby agreed, and ordered as follows:

II. PROCEDURAL AND FACTUAL BACKGROUND

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1319(g).
2. The Complaint alleged that Respondent is liable for violating Section 301 of the CWA, 33 U.S.C. § 1311, for failing to comply with the terms of the New York State Department of Environmental Conservation’s (“NYSDEC’s”) State Pollutant Discharge Elimination System (“SPDES”) General Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (“MS4 General Permit”), issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, for the MS4 that the Respondent owns and operates.
3. EPA notified the State of New York regarding this action and offered an opportunity for the State of New York to confer with EPA on the proposed penalty assessment, pursuant to 40 C.F.R. Part.
4. This action was publicly noticed. No public comment was received.
5. Respondent requested informal settlement discussions.

6. Respondent, without admitting liability for the violations asserted in the Complaint or the factual allegations set forth therein, waives any defenses it might have as to jurisdiction and venue, and consents to the terms of this Agreement.
7. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint.
8. Respondent has not filed an Answer or requested a hearing pursuant to 40 C.F.R. Part 22.
9. This CA/FO shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns.

III. CIVIL PENALTY

Pursuant to Section 309(g) of the Act, 33 U.S.C. § 1319(g), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. § 22.18, it is hereby agreed by and between the parties, and Respondent voluntarily and knowingly agrees as follows:

10. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP") and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)**.
11. Respondent consents to the issuance of this Consent Agreement and Final Order, and consents, for the purposes of settlement, to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP.
12. Respondent shall pay the full penalty amount within thirty (30) days of its receipt of the Final Order adopting this Agreement. If the due date for payment falls on a weekend or legal federal holiday, the due date is the next business day. Payment must be received by 11:00 a.m. Eastern Standard Time to be considered received that day. Respondent shall submit a cashier's or certified check, including the name and docket number of this case, for **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)**, payable to "Treasurer, United States of America," by one of the following methods:

Regular Mail
U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Overnight Mail

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines and Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Wire Transfer: Wire transfers should be directed to the Federal Reserve Bank of New York with the following information:

ABA=021030004
Account=68010727
SWIFT address=FRNYUS33
33 Liberty Street
New York, NY 10045

Field lag 4200 of Fedwire message should read, "D 68010727 Environmental Protection Agency."

Online: This option is available through the Department of Treasury, at www.pay.gov. Enter "sfo 1.1" in the search field. Open the form and complete the required fields.

Respondent shall also provide copies of this check to each of the following:

Doughlas McKenna, Chief
Water Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866

and

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, NY 10007-1866

13. Failure to pay the penalty in full according to the above provisions will result in a referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

14. Further, if the payments are not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30-day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.
15. In addition, pursuant to Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), if payments are not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties which are unpaid as of the beginning of such quarter.
16. Respondent also may be required to pay attorneys' fees and costs for collection proceedings in connection with nonpayment.
17. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondent's federal or state taxes.

IV. SUPPLEMENTAL ENVIRONMENTAL PROJECT

SEP Performance

18. The City of Peekskill proposes to perform a Supplement Environmental Project ("SEP") which consists of creating a porous pavement parking area, in accordance with the specifications set forth in the SEP Proposal (Exhibit A) and as follows:
 - a. Respondent shall complete this SEP, which the parties agree will result in pollution prevention through the reduction of storm water discharges to waters of the United States;
 - b. Not more than thirty (30) days after receiving a copy of this Consent Agreement and Final Order, Respondent shall commence implementation of the SEP; and
 - c. Respondent shall complete construction of the SEP no later than November 30, 2018.
19. The total expenditure for the SEP shall not be less than **SEVENTEEN THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS (\$17,596)**, in accordance with the specifications set forth in the SEP Proposal (Exhibit A).
20. Any public statement, oral or written, in print, film, website or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action (USEPA Region 2 docket number CWA-02-2018-3314) taken by the U.S. Environmental Protection Agency for violations of Section 301 of the Clean Water Act."

21. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:
- a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimated that the cost to implement the SEP is \$17,596;
 - b. that, as of the date of executing this CA/FO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
 - c. that the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;
 - d. that Respondent has not received and will not receive credit for the SEP in any other enforcement action;
 - e. that Respondent will not receive any reimbursement for any portion of the SEP from any other person;
 - f. that for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred, in performing the SEP; and
 - g. that Respondent is not a party to any open federal financial assistance transaction that is funding, or could fund, the same activity as the SEP described in Paragraph 18.

SEP Completion Report

22. Respondent shall submit a SEP Completion Report to EPA by December 31, 2018. The SEP Completion Report shall contain the following information:
- a. A detailed description of the SEP as implemented;
 - b. A description of any operating problems encountered and the solutions thereto;
 - c. Itemized costs;
 - d. Certification that the SEP has been fully implemented pursuant to the provisions of this Agreement; and
 - e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

23. In itemizing its costs in the SEP completion report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment has been made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.
24. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this Agreement, and Respondent shall become liable for stipulated penalties pursuant to Paragraph 30 below.
25. Respondent shall submit all reports required by this Agreement by first class mail to the following:

Douglas McKenna, Chief
Water Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway, 20th floor
New York, NY 10007-1866

and

Lauren Charney, Esq.
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th floor
New York, NY 10007-1866
charney.lauren@epa.gov

26. Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.
27. Respondent shall maintain legible copies of documentation of the underlying research and data for the SEP Completion Report, and shall provide the documentation to EPA not more than seven days after EPA requests such information.
28. In all documents or reports submitted to EPA pursuant to this Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

29. EPA Acceptance of SEP Report:

After receipt of the SEP Completion Report described in Paragraph 22 above, EPA will notify the Respondent, in writing, regarding:

- (i) Any deficiencies in the SEP Report itself, along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or
- (ii) Indicate that EPA concludes that the project has been completed satisfactorily; or
- (iii) Determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 30 herein.

If EPA elects to exercise option (i), above (i.e., if the SEP Report is determined to be deficient), but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing, to the notification of deficiency given pursuant to this paragraph, within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30, below.

Stipulated Penalties

30. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraphs 18-29 above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 19 above, Respondent shall be liable for the stipulated penalties according to the provisions below:
- a. Except as provided in subparagraphs (i)- (iii) immediately below, where Respondent fails to timely and completely perform the SEP pursuant to this Agreement, Respondent shall pay a stipulated penalty to the United States in the amount of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500)**.
 - (i) If the SEP is completed in accordance with Paragraph 18, and the Respondent spent at least 90 percent of the money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

- (ii) If the SEP is completed in accordance with Paragraph 18, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States of **TWO THOUSAND DOLLARS (\$2,000)**.
 - (iii) If the SEP is not completed in accordance with Paragraph 18, but the Complainant determines that the Respondent made good faith and timely efforts to complete the project and certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- b. If Respondent fails to submit the SEP Completion Report required by Paragraph 22 above, Respondent shall pay a stipulated penalty in the amount of **\$100.00** for each day after the report was originally due until the report is submitted.
 - c. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
 - d. Stipulated penalties shall begin to accrue the day after the SEP completion date or the day after the due date of the SEP Completion Report, whichever is applicable, and shall continue to accrue through the final day of the completion of the SEP or submission of the report.
 - e. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 12 above. Interest and late charges shall be paid as stated in Paragraphs 14-15 herein.

V. OTHER TERMS AND CONDITIONS

Respondent shall submit all notices and reports required by this Consent Agreement and Final Order by first class mail to:

Doughlas McKenna, Chief
Water Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866

- 31. Respondent knowingly and explicitly waives its right under Section 309(g) of the Act, 33 U.S.C. § 33 U.S.C. § 1319(g), to request or to seek any Hearing on or Judicial Review of the Complaints consolidated herein or on any of the allegations therein asserted, on this Consent Agreement or the Findings of Fact and Conclusions of Law set forth herein, or on the accompanying Final Order.

32. This Consent Agreement and Final Order shall apply to and be binding upon Respondent, as well as applying to and binding upon the Respondent's officers, directors, and employees, in their capacities as representatives of Respondent as well as on the Respondent's successors and assigns, including, but not limited to, Respondent's subsequent purchasers.
33. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law, nor waiver of any defense, objection or response the Respondent may assert in response to any claim that the agreement is violated.
34. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.
35. Respondent's full compliance with this Consent Agreement shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. Respondent's full compliance with this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged in the complaint.
36. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.
37. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this Consent Agreement and Order.
38. Respondent consents to service upon Respondent by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

FOR COMPLAINANT, UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
REGION 2:



DORE LAPOSTA
Director, Division of Enforcement and Compliance Assistance
United States Environmental Protection Agency-Region 2
290 Broadway
New York, New York 10007-1866

AUG 15 2018

DATE

FOR RESPONDENT, CITY OF PEEKSKILL:



SIGNATURE

August 17, 2018

DATE

Richard A. Leins
NAME (Please print)
Peekskill City Hall
840 Main St., Peekskill, NY 10566

City Manager
TITLE (Please print)

VI. FINAL ORDER

The Director of the Division of Enforcement and Compliance of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.



DORE LAPOSTA
Director, Division of Enforcement and Compliance Assistance
United States Environmental Protection Agency-Region 2
290 Broadway
New York, New York 10007



DATE

Exhibit A

MEMORANDUM

Office of the Corporation Counsel

TO: Lauren Charney, Esq., Assistant Regional Counsel
Kimberly Mceathron, DECA-Water Compliance Branch

FROM: Melissa G. Ferraro, Corporation Counsel

DATE: August 10, 2018

RE: City of Peekskill supplemental Environmental Project
Docket No. CWA-02-2018-3314

This memorandum provides information regarding a proposed Supplemental Environmental Project (SEP) consisting of the installation of a porous pavement parking lot at 960 Main Street in the City of Peekskill. The City of Peekskill is providing this information to assist in the preparation of a Consent Agreement/Final Order (CA/FO) for the referenced matter.

Background: The City of Peekskill owns and operates a municipal parking lot located at 960 Main Street.

The parking lot is in need of repaving. In order to provide a more environmentally friendly, and therefore greener solution to paving this parking lot, the City of Peekskill is planning to repave this lot with a porous asphalt pavement. The porous asphalt pavement shall include 2 rolls of Geotextile Fabric Miraft 500x, approximately 12 inches of #3 stone, approximately 2 inches of #1 stone and approximately 2 ½ inches of porous pavement.

Porous Asphalt allows water to drain through the pavement surface into a stone recharge bed and infiltrate into the soils below the pavement. By allowing the water to drain into the pavement, it reduces the demand on storm sewer system.



Google Maps

Google Maps

Page 1 of 1

SEP Description: The SEP will be performed in the existing municipal parking lot located at 960 Main Street in the City of Peekskill. Specifically, the City staff will prepare the parking lot for paving and the City will seek resurfacing bids pursuant to the City of Peekskill and New York State Procurement policies in order to provide the porous asphalt paving. The City estimates the total cost of this project will be approximately \$17,596.80. This total includes 300 MT of #3 Stone at \$16.18 MT, totaling \$4,854.00; 80 MT of #1 Stone at \$16.16 MT, totaling \$1,328.80; 110 MT porous asphalt at \$95 per ton, totaling \$10,450; and Geotextile Fabric-Mirafi 500x, 2 rolls at \$500 per roll, totaling \$1,000.

Completion Date: The SEP is expected to be completed by October 31, 2018.

Compliance with EPA SEP Policy: For the reasons set forth below, the City of Peekskill believes the proposed SEP meets the criteria contained in EPA's SEP policy.

This alternative method of paving with porous asphalt has many environmental benefits and is an innovative tool for managing storm water runoff and controlling the damage that can be caused by runoff. During a storm or steady rainfall, water runoff flows over traditional pavement and picks up pollutants, which are then transferred into the surrounding landscape or local streams and stormwater conveyance system. With the porous asphalt solution at the 960 Main Street municipal parking lot, that potential environmental damage is greatly reduced. Furthermore, porous asphalt pavement is a multifunctional, low impact development (LID) technology, which integrates ecological and environmental goals for a site with land development goals, reducing the net environmental impact. With the many environmental benefits and reduced risks to public health, this project conforms to all of the definitions of a Supplemental Environmental Project as requested by the United States Environmental Protection Agency.

The current lot at 940 Main Street is in dire need of a facelift. Located within one of the downtown business areas, it sees a constant flow of visitors, who visit the commercial establishments surrounding this lot. During wet weather and days after, water (and Ice) remains atop the surface, which creates a breeding ground for mosquitos as well as other negative and unwanted pests associated with wet/moist environments. Physically speaking mud, dirt and debris are tracked throughout the area as people walk along the lot. During winter there is a hazard of ice, which is mitigated with sodium chloride. Our plan of porous pavement will eliminate this aesthetically objectionable and environmentally unfriendly situation. We plan to open up the lot to allow more sunlight to penetrate the area by cutting back tree limbs that are overhanging. We will look to remove the larger older trees and replant with more urban species of trees that will flower in spring and not grow to enormous and dangerous heights. Since the lot is 90 feet by 65 feet, a rainfall of 1 inch will shed approximately 3,500 gallons of water out of the stormwater conveyance system and into the ground beneath it. Since the lot is pervious to rainwater there will be a reduction or possibly elimination of additional salt being added to the ecosystem.

Prior to construction, the Certified Arborist employed by the City will survey the trees and provide a recommendation to maximize the environmental benefits associated with this project.

Our MS4 coordinator will add this location to the minimum Control Measure 3 – Illicit Discharge Detection and Elimination by inspecting the site once every three years. In addition, it will be added to Minimum Control Measure 5 - Post Construction database as a site that is inspected once every year to ensure proper operation (no pooling or puddling) of the pervious pavement. If maintenance is required, the DPW staff will be notified and the issued will be addressed.

Specific information needed to assist in preparation of the CA/FO is set forth below:

1. Description of municipal parking lot:

The municipal parking lot located at 960 Main Street in the City of Peekskill is a 65' by 90' parking lot that holds approximately 20 parking space parking lot for use by permit holders and daily/nightly parking. The parking lot is currently paved with regular asphalt and is in need of repaving.

2. Dimensions of municipal parking lot:

The municipal parking lot located at 960 Main Street in the City of Peekskill is approximately 65' by 90'. The City of Peekskill plans to repave the entire parking lot in the porous asphalt paving.

3. Community involvement in SEP development:

The community utilizes this municipal parking lot on a daily and nightly basis. The City staff maintains this parking lot for use by the community when parking in the City's downtown business district when visiting local shops, the theater and restaurants.

4. How the City estimated the cost (quotes, engineer certified, etc.):

The cost of the SEP was based upon estimates provided by the City Engineer considering the Department of Public Works staff will prepare the lot for repaving with the porous asphalt and will seek competitive bidding for the actual repaving using the porous asphalt product. This estimate will vary, depending on the competitive bidding responses received.

On behalf of the City of Peekskill, thank you for your consideration of this SEP. Please contact the City of Peekskill if you have any questions or concerns.

cc: Richard A. Leins, City Manager
Brent VanZandt, City Engineer
David Rambo, Water & Sewer Superintendent

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
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New York, NY 10007-1866

IN THE MATTER OF:

City of Peekskill
840 Main Street
Peekskill, New York 10566

Respondent

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. § 1319(g)

CONSENT AGREEMENT
AND
FINAL ORDER

DOCKET NO. CWA-02-2018-3314

CERTIFICATE OF SERVICE


I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by hand to:
Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007

Copy by Intra Office Mail to:
Helen Ferrara
Regional Judicial Officer
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007

Two Originals by Certified Mail Return Receipt Requested:
Melissa Gilbon Ferraro, Esq.
Corporation Counsel
City Hall
840 Main Street
Peekskill, NY 10566

Dated: 8/30/18



Lauren Charney, Esq.
New York, New York