

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:

Village of Patchogue
14 Baker Street
P.O. Box 719
Patchogue, New York 11772

SPDES Permit No. NYR20A268

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-02-2017-3307

I. PRELIMINARY STATEMENT

1. This is a civil administrative proceeding for the assessment of a civil penalty instituted pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §1319(g).
2. The following Findings of Fact are made and Order issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by the Act, 33 U.S.C. §1251 *et. seq.*, which authority has been duly delegated to the Regional Administrator of Region 2, EPA and since further re-delegated to the Director, Division of Enforcement and Compliance Assistance, Region 2, EPA.
3. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. §1319(g), and 40 C.F.R. §22.13(b) of 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" ("CROP"), which sets forth procedures for simultaneous commencement and conclusion of administrative civil penalty assessment proceedings through issuance of a consent agreement and final order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

II. FINDINGS OF FACT

4. The Village of Patchogue ("Respondent" or "Village") is a municipal corporation chartered under the laws of the State of New York, and as such, the Respondent is a person, as defined in Section 502(5) of the CWA, 33 U.S.C. §1362(5), and 40 C.F.R. §122.2, and is an "incorporated place" as defined in 40 C.F.R. §122.26(b)(3).

5. The Respondent owns and operates the MS4, located in the Village of Patchogue, New York, and is an “owner or operator” within the meaning of 40 C.F.R. §122.2.
6. The MS4 in the Village of Patchogue is a small MS4 located in a urbanized area within the meaning of 40 C.F.R. §122.26(b)(16)(ii) and 40 C.F.R. §122.32(a)(1).
7. The MS4 is a point source within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14).
8. The Respondent’s MS4 includes at least 57 outfall pipes, which are “point sources” within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14), that discharges stormwater, which is a “pollutant” within the meaning of Section 502(6) of the CWA, 33 U.S.C. §1362(6), to West Lake, Tuthill Creek, Patchogue River, Patchogue Lake, and Patchogue Bay, which are waters of the United States within the meaning of 40 C.F.R. §122.2. As such, Respondent’s MS4 discharges pollutants within the meaning of Section 502(12) of the CWA, 33 U.S.C. §1362(12).
9. The Respondent submitted a Notice of Intent (“NOI”), on March 7, 2003 for coverage under the State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, SPDES Permit No. GP-02-02. The Respondent subsequently received coverage from New York State Department of Environmental Conservation (“NYSDEC”) under the SPDES General Permit (GP-02-02) (NYR20A268), which became effective January 8, 2003, and permit coverage was maintained under the subsequent, and current, SPDES permit which became effective on March 1, 2010 and expired on April 30, 2015.
10. The NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-10-002), effective on May 1, 2010, was the effective permit at the time of the audit.
11. The EPA conducted a compliance Audit of the Respondent’s MS4 on November 19 through 21, 2013 and determined that Respondent failed to fully develop and implement their Stormwater Management Plan (“SWMP”) and failed to comply with conditions of the NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, in the operation of its MS4 located in Patchogue, New York, which resulted in, among other things, the discharge of stormwater pollution into waters of the United States in violation of Section 301 of the Act, 33 U.S.C. §1311.
12. Based on the Findings cited in Paragraphs 4-11 above, the Respondent violated Section 301 of the Act, 33 U.S.C. §1311.

III. CONCLUSIONS OF LAW AND JURISDICTION

13. Section 301(a) of the Act, 33 U.S.C. §1311(a), provides, in part, that the discharge of any pollutants by any person from a point source to a navigable water of the United States shall be unlawful except, inter alia, in accordance with the terms and conditions of a duly issued permit pursuant to Section 402 of the Act, 33 U.S.C. §1342.
14. Section 402 of the Act, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a National Pollutant Discharge Elimination System (“NPDES”) permit for the discharge of any

pollutant, or combination of pollutants, subject to certain requirements of the Act and conditions which the Administrator determines are necessary.

15. Pursuant to Section 402(b) of the Act, 33 U.S.C. §1342(b), the EPA granted authority to the New York State Department of Environmental Conservation to issue State Pollutant Discharge Elimination System permits to facilities in New York State for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.
16. Section 402(p) of the CWA, 33 U.S.C. §1342(p) sets forth the requirements for the discharges of stormwater.
17. NYSDEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-02-02) on January 8, 2003. The SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (“Permit”) expired on January 8, 2008 and was administratively extended until the Permit was reissued on April 15, 2008 as GP-08-02. The Permit was subsequently renewed on May 1, 2010 as GP-0-10-002 and expired on April 30, 2015. The Permit has since been reissued as GP-0-15-003 as an interim general permit with only conforming changes, such as a new general permit identification number, a two (2) year term, and updated references to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (GP-0-12-001). The Permit will expire on April 30, 2017.
18. The Administrator of the EPA has promulgated regulations, 40 C.F.R. §122.26(a)(9)(i)(A), which require operators to obtain a NPDES permit for discharges composed entirely of stormwater from a small MS4 required to be regulated pursuant to 40 C.F.R. §122.32.
19. Section 402 of the CWA, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a NPDES permit for the discharge of any pollutant, or combination of pollutants subject to certain requirements of the CWA and conditions which the Administrator determines are necessary. The NYSDEC is the agency with the authority to administer the federal NPDES program in New York pursuant to Section 402 of the CWA, 33 U.S.C. §1342. The EPA maintains concurrent enforcement authority with authorized States for violations of the CWA. Additionally, under the authority granted to the NYSDEC by the EPA under Section 402(b) of the CWA, 33 U.S.C. §1342(b), a SPDES permit is required to be issued to facilities by the NYSDEC for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.
20. The Respondent’s Facility is subject to the NPDES requirements pursuant to Section 402 of the Act, 33 U.S.C. §1342 and Section 301(a) of the Act, 33 U.S.C. §1311(a).
21. Based upon the Findings of Fact set forth above, the Respondent operated the Facility in violation of Sections 301 and 402 of the Act.
22. EPA has jurisdiction over the subject matter of this action, pursuant to Section 309 of the Act, 33 U.S.C. §1319, and over the Respondent.

IV. CONSENT AGREEMENT

23. Paragraphs 1 through 22, above, are re-alleged and incorporated herein by reference.
24. The EPA and the Respondent agree that it is in the public interest to resolve the issues alleged in this Consent Agreement without further litigation and the expense and effort that litigation entails.
25. Based upon the foregoing and pursuant to Section 309(g) of the Act, 33 U.S.C. §1319(g), and the CROP, it is hereby agreed by and between EPA and the Respondent, and the Respondent voluntarily and knowingly agrees as follows:

V. TERMS OF SETTLEMENT

26. For the purpose of this proceeding, the Respondent:
- a. Admits the jurisdictional allegations of this CA/FO;
 - b. Neither admits or denies the factual allegations contained herein;
 - c. Waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal this CA/FO;
 - d. Consents to the payment of the civil penalty in the amount of Sixteen Thousand Five Hundred Dollars (\$16,500.00), as stated in Paragraph 27, below; and
 - e. Completes the performance of the Supplemental Environmental Project.

VI. PAYMENT OF CIVIL PENALTY

27. The Respondent shall pay a civil penalty in the amount of ***Sixteen Thousand Five Hundred Dollars (\$16,500.00)*** to the "Treasurer of the United States of America."
28. Payments can be made by debit/credit card, check, or electronically. Electronic payments fall into two categories: wires and Automated Clearinghouse (ACH). Wires are same day and more costly. ACH is the next day or any future scheduled day and is less expensive. Please note that wires and ACH payments must be conducted through the sender's bank. The checks (cashier's or certified checks only) shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Payment methods are described below:

Type of Payment	Payment Information		
Debit and Credit Card Payments	https://www.pay.gov/paygov/		
Checks from U.S. Banks		U.S. Postal Service	UPS, Federal Express, or Overnight Mail
Finance Center Contacts:	Check Payments –	US Environmental Protection Agency	U.S. Bank Government Lockbox 979077

Craig Steffen (513-487-2091)	Fines and Penalties	Fines and Penalties Cincinnati Finance Center PO Box 979077 St. Louis, MO 63197-9000	US EPA Fines & Penalties 1005 Convention Plaza SL-MO-C2-GL St. Louis, MO 63101 314-418-1028 Contact: Natalie Pearson 314-418-4087
Checks drawn on foreign banks with no USA branches (any currency)	Cincinnati Finance US EPA, MS-NWD 26 W ML King Drive Cincinnati, OH 45268-0001		
Wire Transfers (any currency)	Federal Reserve Bank of New York ABA: 021030004 Account Number: 68010727 SWIFT address: FRNYUS33 33 Liberty Street New York, NY 10045 Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency"		
ACH - Automated Clearinghouse for receiving US currency Finance Center Contacts: John Schmid (202-874-7026) REX (Remittance Express) 1-866-234-5681	US Treasury REX / Cashlink ACH Receiver ABA: 051036706 Account Number: 310006, Environmental Protection Agency CTX Format Transaction Code 22 – checking Physical location of US Treasury facility: 5700 Rivertech Court Riverdale, MD 20737		

ON LINE PAYMENT:

There is now an On Line Payment Option, available through the Department of Treasury. This payment option can be accessed from the information below: WWW.PAY.GOV. Enter sfo 1.1 in the search field. Open form and complete required fields.

The Respondent shall also send copies of this payment to each of the following:

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

and

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007

The payment must be received at the above address on or before forty-five (45) calendar days after the effective date of this Order at the end of this document (the date by which payment must be received shall hereafter be referred to as the “due date”).

29. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for Collection.
30. Further, if the payment is 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.
31. In addition, pursuant to Section 309(g)(9) of the Act, 33 U.S.C. §1319(g)(9), if payment is 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. You also may be required to pay attorney’s fees and costs for collection proceedings in connection with nonpayment.
32. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondent’s federal or New York State taxes.

VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

SEP Performance

33. Beginning no later than thirty (30) days after receiving a copy of the Consent Agreement and Final Order (“CA/FO”), the Respondent shall commence construction of the **Village of Patchogue Supplemental Environmental Project (“SEP”)** (see Exhibit A).
34. The Respondent shall complete construction of the SEP no later than June 30, 2018.
35. The Respondent shall complete the SEP, as described in Exhibit A, as follows:
 - a. Conduct work at the following Village owned street ends: Shore Road, Ketcham Avenue, and Monroe Avenue to increase the recharge capacity and/or reduce the velocity of the sheet flow so less sediment reaches surface waters, such as the Great Patchogue Lake.

36. The parties agree that the SEP is intended to secure significant environmental protection or public health improvements, namely the reduction of polluted stormwater discharges to waters of the United States.
37. The Respondent shall spend no less than **SEVENTEEN THOUSAND, SIX HUNDRED FIFTY-SEVEN DOLLARS (\$17,657.00)**, in accordance with the specifications set forth in Exhibit A.
38. The Respondent hereby certifies that, as of the date of this Agreement, the Respondent is not required to perform or develop this SEP as part of any federal, state or local law or regulation; nor is the Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. The Respondent further certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement cases for the SEP.
39. Public Statements. Any public statement, oral or written, in print, film, website or other media, made by the 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-02-2017-3307) taken by the U.S Environmental Protection Agency for violations of Section 301 of the Clean Water Act.”

SEP Completion Report

40. The Respondent shall submit a SEP Completion Report to the EPA by August 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).
41. In itemizing its costs in the SEP Completion Report, the 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 or 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.

42. The Respondent agrees that failure to submit a SEP Completion Report shall be deemed a violation of this Agreement, and the Respondent shall become liable for stipulated penalties pursuant to Paragraph 48, below.

43. The Respondent shall submit the SEP Completion Report by first class mail, to:

Nicole Kraft, Acting Chief
Water Compliance Branch
U.S. Environmental Protection Agency, Region 2
290 Broadway, 20th Floor
New York, NY 10007

and

Phyllis Feinmark
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, NY 10007

44. The Respondent agrees that the 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.

45. The Respondent shall maintain legible copies of documentation of the underlying information for the SEP Completion Report, and shall provide said documentation to the EPA not more than seven days after the EPA requests such documentation.

46. In all documents or reports submitted to the EPA pursuant to this Agreement, the 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 including and 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.

47. EPA Acceptance of SEP Completion Report

After receipt of the SEP Completion Report described in Paragraph 40 above, the EPA will notify the Respondent in writing, regarding:

- a. Any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or
- b. Indicate that the EPA concludes that the project has been completed satisfactorily; or

- c. Determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 48, below.

If the EPA elects to exercise option (a) above, (i.e. if the SEP Completion Report is determined to be deficient, but the EPA has not yet made a final determination about the adequacy of the SEP completion itself), the EPA shall permit the 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. The EPA and the Respondent shall have an additional thirty (30) days from the receipt by the EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any issue within this thirty (30) day period, the EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to the Respondent, which decision shall be final and binding upon the Respondent. In the event the SEP is not completed as contemplated herein, as determined by the EPA, stipulated penalties shall be due and payable by the Respondent to the EPA in accordance with Paragraph 48, below.

Stipulated Penalties

48. In the event that the Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraphs 34 – 40, 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 35 above, the Respondent shall be liable for stipulated penalties according to the provisions set forth below:
 - a. Except as provided in subparagraphs (i) – (iii), immediately below, where the Respondent fails to pay timely and completely perform the SEP pursuant to this Agreement, the Respondent shall pay a stipulated penalty to the United States in the amount of **SEVEN THOUSAND DOLLARS (\$7,000.00)**.
 - i. If the Respondent completes the SEP in accordance with Paragraph 35, but spends less than 75 percent of the amount of money required to be spent (\$13,242.75), the Respondent shall pay a stipulated penalty to the United States of **THREE THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00)**.
 - ii. If the Respondent completes the SEP in accordance with Paragraph 35, and spends at least 90 percent of the money required to be spent for the project (\$15,891.30), the Respondent shall not be liable for any stipulated penalty.
 - iii. If the Respondent does not complete the SEP in accordance with Paragraph 35, but the Complainant determines that the Respondent made good faith and timely efforts to do so, and the Respondent certifies, with supporting documentation that at least 90 percent of the amount of the money which was required to be spent (\$15,891.30) was expended on the SEP, the Respondent shall not be liable for any stipulated penalty.
 - b. If the Respondent fails to submit the SEP Completion Report required by Paragraph 40 above, the Respondent shall pay a stipulated penalty of **\$100.00** per day from the day the report was originally due until the day 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 within the sole discretion of the EPA.
- d. Stipulated penalties shall begin to accrue on the day after performance of the SEP 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. The Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of a written demand by the EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 28 above. Interest and late charges shall be paid as stated in Paragraph 30 therein.
- f. Nothing in this Agreement shall be construed as prohibiting, altering or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of the Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for the Respondent's violation of any applicable provision of law.

VIII. GENERAL PROVISIONS

- 49. Upon execution by the parties, this Agreement shall be subject to a public comment period of not less than thirty (30) days, pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. §1319(g)(4)(A) and 40 C.F.R. §22.45. The EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate.
- 50. If comments during the public comment period do not require modification or withdrawal by the EPA from this Agreement, the parties agree to submit this Agreement to the Regional Judicial Officer ten (10) days after closure of the public comment period, with a request that it be incorporated into a final order.
- 51. The provisions of this CA/FO shall be binding upon the Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns, including but not limited to, subsequent purchasers. No transfer of ownership or operation shall relieve the Respondent of its obligation to comply with this CA/FO.
- 52. The Respondent waives any right it may have pursuant to 40 C.F.R. §22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Director or the Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.
- 53. Except for the specific violations alleged herein, nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of the Respondent's violation of this agreement or of the statutes

and regulations upon which this agreement is based, or for the Respondent's violation of any applicable provision of law.

54. This CA/FO shall not relieve the 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.
55. This CA/FO constitutes a settlement by the EPA of all claims for civil penalties pursuant to the CWA for the violations by the Respondent alleged herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by the EPA, and it is the responsibility of the Respondent to comply with such laws and regulations.
56. 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.
57. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CA/FO.

For the Respondent: Village of Patchogue hereby consents to the issuance of the ORDER and agrees to be bound thereby.

BY: Paul Pontieri

DATE: 3/13/17

Paul Pontieri, Mayor
Village of Patchogue
14 Baker Street
P.O. Box 719
Patchogue, New York 11772

For the Complainant, the United States Environmental Protection Agency

BY:



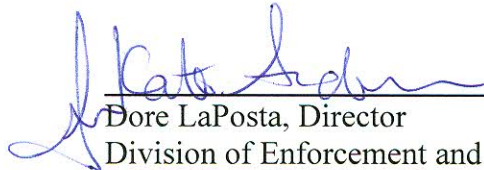
Kathleen Anderson, Acting Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007

DATE: APR 12 2017

VIII. FINAL ORDER

The Regional Administrator of the United States Environmental Protection Agency, Region 2, vested by authority delegated by the Administrator of the United States Environmental Protection Agency ("EPA") and having further re-delegated such authority to the Division of Enforcement and Compliance Assistance, Region 2, EPA, 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, United States Environmental Protection Agency, Region 2, New York, New York.

DATED: JUN - 1 2017



Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

Exhibit A

Joseph P. Dean
Superintendent

Lou Garafola
Highway Foreman



INCORPORATED
VILLAGE OF PATCHOGUE
DEPARTMENT OF PUBLIC WORKS

TO: Justine Mogdliani
FROM: Joseph P Dean, Superintendent of Public Works
DATE: December 9, 2016
RE: Village of Patchogue Supplemental Environmental Project

The Incorporated Village of Patchogue (VILLAGE) is proposing a Supplemental Environmental Project (SEP) which will reduce the amount of contaminants flowing into Great Patchogue Lake (GPL) from several adjacent street ends. This submittal will provide information as to how the VILLAGE proposes to enhance the street ends to increase the recharge capacity and/or reduce the velocity of the sheet flow so less sediment reaches the surface water of the GPL. The VILLAGE is providing this information to assist in the preparation of a Consent Agreement/Final Order for the above referenced matter.

SEP Description:

The SEP will be performed at the following VILLAGE owned street ends; Shore Road, Ketcham Avenue, and Monroe Ave. Monroe Avenue is owned jointly by the VILLAGE and the Town of Brookhaven. There is an Inter Municipal Agreement in place between the Town of Brookhaven and the VILLAGE. Said agreement will allow the VILLAGE to perform the proposed work at the end of Monroe Ave. All three street ends are adjacent to the surface waters of the GPL whose waters flow south eventually entering the Great South Bay (GSB). The SEP will decelerate the sheet flow from the local catchment areas to allow for recharge of the water or capture of sediment before entering surface waters. This will be accomplished through the use of catch basin filter inserts as well as installation of rip-rap and re-vegetation of the street end areas. New York State Department of Environmental Conservation (NYSDEC) Permits will be required for this work. As part of the permitting process specific plans and specifications will be prepared. Interpretive signage will be installed describing the SEP and the positive impact that the SEP will have on this environmentally sensitive estuary. Anticipated cost is \$17,657.00.

Completion Date:

The completion of the described SEP will depend on our start date. The start date is completely tied to the successful acquisition of NYSDEC Permits. Anticipating permit application with one round of comments to be addressed we still feel we can successfully complete the SEP by the autumn of 2017.

Compliance with EPA SEP Policy:

The VILLAGE is confident that the proposed SEP will be in compliance and meet the criteria contained within the EPA's SEP Policy. The proposed SEP will protect and enhance not only the immediate adjacent estuary to where the work will occur, but will reduce contaminants from migrating downstream and impacting water quality in the Patchogue River, Patchogue Bay as well as the Great South Bay. The SEP will also perform an educational function by way of the above mentioned interpretive signage that will be installed.

The VILLAGE has developed this proposal to assist in the preparation of a Consent Agreement/Final Order for the above referenced matter. The VILLAGE believes that their proposed SEP fits into the "Environmental Restoration and Protection" category of the SEP's outlined in the 2015 Update to the 1998 U.S. Environmental Protection Agency Supplemental Environmental Projects Policy. The VILLAGE'S proposed SEP will enhance the condition of the ecosystem and/or immediate geographic area that has been adversely affected. The SEP will be used to restore and/or protect the natural environment and address environmental contamination issues so as to improve the overall condition of the ecosystem. Furthermore, as this is a storm water control project the VILLAGE believes that the project is consistent with similar SEP ideas that EPA identified as noteworthy in its July 20, 2006 Memorandum entitled "Transmittal of Updated List of Project Ideas for Potential Supplemental Environmental Projects

1 – Description of "environmentally sensitive area"

The street ends proposed for this SEP are asphalt roadways that collect stormwater from adjacent catchment areas (see attached) and terminate a short distance from surface waters connected to Great Patchogue Lake. This short distance is sparsely vegetated and inadequate in decelerating the sheet flow for recharging and/or sediment collection. As a result contaminants are entering the surface waters. The GPL is an impounded fresh water lake with invasive aquatic plants which thrive in a nitrogen and phosphorus rich environment. These invasive species out-compete native species and eliminate habitat for native fish. The lake discharges into the Patchogue River which begins as freshwater then turns brackish eventually becoming salt water and tidal. The contaminants entering the street ends are known contributors to various algal blooms in the river and GSB causing oxygen deprivation and damaging the habitat. Various shellfish and aquatic plants have had their numbers diminished as a result. The local economy has been detrimentally affected as well by the reduced opportunities for shell fishing, recreational and commercial angling and crabbing.

2 – Dimensions of Catchment Areas & Streetends

The proposed SEP will be performed at the streetends of Monroe Ave, Ketcham Ave, & Shore Rd whose combined area totals 4,575 sq/ft. These streetends have a local stormwater catchment area that totals 233,041 sq/ft.

3 – Cost

The VILLAGE estimated the costs for this SEP by soliciting price quotes for engineering services to acquire permits, tree removal services, FABCO Storm Basin Filter Inserts, rip-rap, stone mulch, plantings and asphalt. Force account numbers for labor and equipment were also used.

Compliance with South Shore Estuary Comprehensive Management Plan (SSECMP) April 12, 2001:

The Great South Bay is described as having major riverine input as well as its living resources affected by diminished tributary water quality. (Chapter 1/Page 4) The SSECMP has identified polluted stormwater runoff as the primary issue with nutrients and sediments in stormwater runoff as a threat to fish survival within the subregion's tributaries and coves (Chapter 1/Page 4). Projects aimed at reducing nonpoint source pollution, especially polluted stormwater runoff are recommended with street ends draining to waterbodies specifically mentioned (Chapter 1/Page 4).

The proposed SEP complies with several recommendations in the SSECMP Chapter 2 "Recommendations to Reduce and Control Nonpoint Source Pollution." Recommendation 4 – Implement priority stormwater remediation projects in significant nonpoint source contributing areas identified in individual municipal watershed plans. (Chapter 2/Page 17) Recommendation 8 – Institute appropriate best management practices to reduce the contamination of stormwater runoff by hazardous materials, fertilizers, herbicides and pesticides, household hazardous wastes and wildlife and pet wastes. (Chapter 2/Page 18) This SEP also serves as an Implementation Action as described in the SSECMP 1-2 Chapter 7/Page 75. Improvement of roadway maintenance practices to reduce contamination of stormwater runoff by pollutants from existing roads, highways and bridges.

The attached table, Table 1 – Projected Annual Stormwater Pollutant Loads to Patchogue Lake Following Installation of Proposed Infiltration Practices, provides documentation of the amount of pollutants and contaminants entering the estuary and the extent to which this SEP will reduce the loading in compliance with the recommendations and implementation actions in the South Shore Estuary Comprehensive Management Plan.



PERVIOUS : 50,792 SF
 IMPERVIOUS : 13,340 SF
 TOTAL : 19,062 SF

CATCHMENT AREA FOR
 KETCHAM AVE



PERVIOUS : 106,001 SF
 IMPERVIOUS : 19,756 SF
 TOTAL : 127,757 SF

CATCHMENT AREA FOR
 MONROE AVE



PERVIOUS : 68,478 SF
 IMPERVIOUS : 68,192 SF
 TOTAL : 136,670 SF

CATCHMENT AREA FOR
 SHORE RD



WATER FLOW DIRECTION ARROW



REV#	DATE	CHK	DESCRIPTION
			REVISIONS
			Village of Patchogue
			Localized Water Shed Area For Patchogue Lake

J.R. HOLZMACHER P.F.E., LLC	
The Third Generation of Excellence	
Professional Services	
Supply, Water Resources, Civil and Environmental Engineering	
3555 Veterans Memorial Highway, Suite 4, Patchogue, NY 11779	
PHONE: (631) 242-2759 FAX: (631) 242-2221 E-MAIL: jr@jrhobach.com	
DATE:	LOCALIZED WATER SHED AREA PLAN
SCALE:	1" = 100'
PROJECT NO.:	121616
DESIGNER:	PM
CHECKED:	
DATE:	

C-1
 11/15/2016 10:00 AM
 11/15/2016 10:00 AM

Table 1 – Projected Annual Stormwater Pollutant Loads to Patchogue Lake Following Installation of Proposal Infiltration Practices

Localized Watershed Area Constituents	Ketchum Avenue	Monroe Avenue	Shore Road
Local Watershed Data			
Area, A (Acre)	1.47	2.93	1.98
Annual Runoff, R (inches)	10.43	8.32	10.32
Impervious Fraction, I _a	0.21	0.15	0.21
Runoff Coefficient, R _v	0.24	0.19	0.23
Total Suspended Solids			
Concentration (mg/L)	54.5	54.5	54.5
Annual Load (pounds)	189	300	252
Annual Load Removed (pounds)	170	270	227
Total Phosphorus			
Concentration (mg/L)	0.26	0.26	0.26
Annual Load (pounds)	0.9	1.4	1.2
Annual Load Removed (pounds)	0.6	1.0	0.8
Total Nitrogen			
Concentration (mg/L)	2.0	2.0	2.0
Annual Load (pounds)	6.9	11.0	9.2
Annual Load Removed (pounds)	3.5	5.5	4.6
Fecal Coliform			
Concentration (1000 col. / mL)	1.5	1.5	1.5
Annual Load (billion colonies)	2369	3764	3157
Annual Load Removed (billion colonies)	2132	3388	2842
Copper			
Concentration (mg/L)	0.011	0.011	0.011
Annual Load (pounds)	0.038	0.061	0.051
Annual Load Removed (pounds)	0.035	0.055	0.046
Lead			
Concentration (mg/L)	0.051	0.051	0.051
Annual Load (pounds)	0.176	0.279	0.234
Annual Load Removed (pounds)	0.158	0.251	0.211
Zinc			
Concentration (mg/L)	0.129	0.129	0.129
Annual Load (pounds)	0.447	0.710	0.596
Annual Load Removed (pounds)	0.402	0.639	0.536

Notes:

48.84 = P, Annual rainfall (inches) [Reference: Brookhaven National Laboratory, Monthly Precipitation Records, Upton, NY]

0.9 = P_j, Fraction of annual rainfall events that produce runoff [Reference: New York State Stormwater Design Manual, pg. A-4]

R_v = 0.05 + 0.9(I_a) [Runoff coefficient]

Contaminant concentrations based upon New York State Stormwater Design Manual, pg. A-2

Annual load concentrations formulas based upon New York State Stormwater Design Manual, pg. A-1

Pollutant load removal rates based upon the New York State Stormwater Design Manual, pg. A-7, for infiltration practices

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:

Village of Patchogue
14 Baker Street
P.O. Box 179
Patchogue, New York 11772

SPDES Permit No. NYR20A268

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-02-2017-3307

CERTIFICATE OF SERVICE

I certify that on JUN 05 2017, I served the foregoing fully executed
CONSENT AGREEMENT AND FINAL ORDER, bearing the above referenced docket
number, on the persons listed below, in the following manner:

Original and One Copy
By Hand:

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

Copy by Certified Mail
Return Receipt Requested:

Honorable Paul Pontieri, Mayor
Village of Patchogue
14 Baker Street
P.O. Box 719
Patchogue, New York 11772

Dated: JUN 05 2017


Marie St. Germain, Branch Secretary
New York, NY