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BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

HEARINGS CLERK  
REGION 10

In the Matter of:

CITY OF DELTA JUNCTION  
City of Delta Junction, Alaska

Respondent.

DOCKET NO. SDWA-10-2019-0114

CONSENT AGREEMENT

**I. STATUTORY AUTHORITY**

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 1423(c) of the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300h-2(c).

1.2. In accordance with Section 1423(c) of the SDWA, 42 U.S.C. § 300h-2(c), and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties," 40 C.F.R. Part 22 ("Part 22 Rules"), EPA issues, and City of Delta Junction ("Respondent") agrees to issuance of, the Final Order attached to this Consent Agreement ("Final Order").

1.3. Congress authorized EPA to administer the Underground Injection Control ("UIC") program within any state that does not have an approved UIC program. SDWA § 1422(c), 42 U.S.C. § 300h-1(c).

1.4. The State of Alaska does not have an approved UIC program for Class V injection wells. Therefore, EPA Region 10 directly implements the Class V UIC program in the State of Alaska. 40 C.F.R. § 147.101.

1.5. Section 1423(a)(2) of the SDWA, 42 U.S.C. § 300h-2(a)(2), grants EPA enforcement authority whenever the Administrator finds that any person subject to any requirement of any applicable UIC program is violating that requirement. EPA's enforcement authority includes commencing a civil action under Section 1423(b) of the SDWA, 42 U.S.C. § 300h-2(b), or issuing an administrative order to require compliance with UIC regulations, to assess penalties, or both under Section 1423(c) of the SDWA, 42 U.S.C. § 300h-2(c).

1.6. Section 1445 of the SDWA, 42 U.S.C. § 300j-4, authorizes EPA to conduct inspections and to request information to determine whether the owner or operator of an injection well has acted or is acting in compliance with the UIC program.

1.7. Section 1445 of the SDWA, 42 U.S.C. § 300j-4, authorizes EPA to require an owner or operator of an injection well to establish and maintain records, make reports, conduct monitoring, and provide other information as is deemed necessary to determine whether the owner or operator has acted or is acting in compliance with Part C of the SDWA or its implementing regulations.

## II. PRELIMINARY STATEMENT

2.1. Issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective. 40 C.F.R. §§ 22.13(b), 22.18.

2.2. The Director of the Enforcement and Compliance Assurance Division, EPA Region 10 ("Complainant") has been delegated the authority, pursuant to Section 1423(c) of the SDWA, 42 U.S.C. § 300h-2(c), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of the SDWA is proposed to be assessed.

2.3. Respondent admits the jurisdictional allegations of this Consent Agreement.

2.4. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

2.5. Respondent is voluntarily entering into the terms of this Consent Agreement, and as a result, Respondent agrees not to request a hearing on this Consent Agreement at any time and Respondent also agrees to not request a hearing on the Final Order after it becomes effective in accordance with Paragraph 2.1. SDWA § 1423(c)(3)(A), 42 U.S.C. § 300h-2(c)(3)(A).

2.6. Respondent agrees not to contest EPA's jurisdiction or authority to enter into or enforce this Consent Agreement. Respondent agrees not to contest the validity of any terms and conditions of this Consent Agreement in any action to enforce, or any action arising from, this Consent Agreement.

2.7. This Consent Agreement and Final Order shall bind Respondent and its agents, employees, attorneys, successors, and assigns, and all persons, contractors, and consultants acting in concert with Respondent.

2.8. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of the SDWA together with the specific provisions of the SDWA and the implementing regulations that Respondent is alleged to have violated.

### **III. ALLEGATIONS**

#### **Statutory and Regulatory Background**

3.1. Underground injection is prohibited, except as authorized by rule or permit under the UIC program. 40 C.F.R. § 144.11.

3.2. Injection activity that allows the movement of fluids containing any contaminant into an Underground Source of Drinking Water endangers drinking water sources and is prohibited if the presence of that contaminant may cause a violation of any primary drinking

water regulation or may otherwise adversely affect the health of persons. SDWA § 1421(b)(1), (d)(2), 42 U.S.C. § 300h(b)(1), (d)(2); 40 C.F.R. §§ 144.12(a), 144.82(a)(1).

3.3. A “contaminant” is any physical, chemical, biological, or radiological substance or matter in water. SDWA § 1401(6), 42 U.S.C. § 300f(6); 40 C.F.R. § 144.3.

3.4. A “motor vehicle waste disposal well” (“MVWDW”) is a Class V well that receives or has received fluids from facilities at which vehicular repair or maintenance occurs. Fluids disposed in these wells may contain organic and inorganic chemicals in concentrations that exceed the maximum contaminant levels (“MCLs”) established by federally mandated primary drinking water regulations. These fluids also may include waste petroleum products and may contain contaminants, such as heavy metals and volatile organic compounds, which pose risks to human health. 40 C.F.R. § 144.81(16); 64 Fed. Reg. 68546.

3.5. The UIC regulations prohibit the construction of any MVWDW on or after April 5, 2000, and require that all MVWDWs in Alaska that were operational or under construction on April 5, 2000, be closed by January 1, 2005. 40 C.F.R. §§ 144.87(b)(1)(i), 144.88(b)(1)(v), (2).

3.6. Respondent is a “municipality” created pursuant to the laws of the State of Alaska. Respondent is therefore a “person” within the meaning of the SDWA. SDWA §§ 1401(10) and (12), 42 U.S.C. §§ 300f(10) and (12); 40 C.F.R. § 144.3.

3.7. Respondent is the “owner” and “operator” of the public service buildings (“the Sites”) located at 3305 Richardson Highway; 1325 Delta Avenue; and, 1328 Richardson Highway, Delta Junction, Alaska 99737. 40 C.F.R. § 144.3.

3.8. The Sites include vehicle maintenance shops, in which Respondent performs maintenance and repairs on motor vehicles.

3.9. At all times relevant to this Consent Agreement, Respondent operated an internal, open floor drain system that drained and placed various fluids from the Sites, including motor vehicle waste, at least directly below the land surface (“Injection Well”).

3.10. The three buildings (“Buildings”) located on the Sites are public service buildings that utilize open floor drains located on the shop floors. The floor drains are all connected through pipes to the septic systems within the buildings, which drain into leach fields and, therefore, are Injection Wells.

3.11. The Injection Wells exist for the purpose of underground injection of fluids and are therefore Class V injection wells. 40 C.F.R. §§ 144.3, 144.6, 144.81, and 146.5.

3.12. As the “owner” and/or “operator” of Class V injection wells, Respondent is subject to regulation under the UIC program. 40 C.F.R. § 144.3.

3.13. The Injection Wells received fluids from vehicular body repair or maintenance activities and, therefore, are MVWDWs. 40 C.F.R. § 144.81(16); 64 Fed. Reg. 68546.

3.14. The Injection Wells at the Sites overlay the regional aquifer system and are not within the area of an exempted aquifer. 40 C.F.R. § 146.4.

3.15. The aquifer system underneath the Sites is an Underground Source of Drinking Water (“USDW”). 40 C.F.R. § 144.3.

### **Violations**

3.16. As described below, by owning or operating a Class V Motor Vehicle Waste Disposal Well Injection Well after January 1, 2005, for the purpose of receiving fluids from vehicular repair or maintenance activities and placing these and other fluids below the surface of the land, Respondent violated the Safe Drinking Water Act and its implementing regulations. 40

C.F.R. §§ 144.12(a) and 144.82(a)(1); 42 U.S.C. § 300h(d)(2); 40 C.F.R. § 144.87(b)(1)(i), 40 C.F.R. § 144.88(b)(1)(v), and 40 C.F.R. § 144.89.

**Count 1: Endangerment of an Underground Source of Drinking Water**

3.17. The statements in Paragraphs 1.1 – 3.16 are hereby incorporated by reference as if set forth in full.

3.18. Fuels and other motor vehicle fluids may contain contaminants, such as benzene, toluene, ethylbenzene, xylenes, cadmium, chromium, and lead, in concentrations which exceed Maximum Contaminant Levels (“MCLs”), as established in the primary drinking water regulations under 40 C.F.R. Part 141.

3.19. Fuels, other motor vehicle fluids, and/or other contaminants may cause a violation of primary drinking water regulations or may otherwise adversely affect the health of persons if allowed to move into an Underground Source of Drinking Water.

3.20. Respondent is in violation of 40 C.F.R. §§ 144.12(a) and 144.82(a)(1) by owning, operating or maintaining three Class V injection wells which, through injection activity, allow the movement of fluid containing contaminants into Underground Sources of Drinking Water, where that contaminant may cause a violation of the primary drinking water regulations or may otherwise adversely affect the health of persons. 40 C.F.R. §§ 144.12(a), 144.82(a)(1); 42 U.S.C. § 300h(d)(2).

**Count 2: Construction of a new MVWDW after April 5, 2000**

3.21. The statements in Paragraphs 1.1 – 3.20 are hereby incorporated by reference as if set forth in full.

3.22. Respondent is in violation of 40 C.F.R. § 144.88(b)(2) because it constructed and operated the injection wells, which are MVWDWs, after April 5, 2000.

3.23. Under Section 1423(c)(1) of the SDWA, 42 U.S.C. § 300h-2(c)(1), and 40 C.F.R. Part 19, Respondent is liable for administrative civil penalties up to \$22,363 per violation per day during which the violation continued (81 Fed. Reg. 43095) as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, amended by the Debt Collection Improvement Act of 1996, and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.

#### IV. TERMS OF SETTLEMENT

4.1. Based upon the FINDINGS AND CONCLUSIONS in Part III of this Consent Agreement, and pursuant to Section 1423(a)(2) of the SDWA, 42 U.S.C. § 300h-2(a)(2), Respondent is ORDERED and AGREED to the following:

##### Compliance Order

4.2. **Prohibition of Injection:** Respondent shall not inject any fluid into the Injection Wells.

4.3. **Implementation of Well Closure Requirements:** Respondent shall implement the Well Closure requirements described in Paragraph 4.12.

4.4. **Notifications:**

a. Respondent shall provide EPA's Project Coordinator, identified in Paragraph 4.9, notification by email no less than five days prior to commencement of any activity under this Consent Agreement.

b. Respondent shall provide a copy of this Consent Agreement to any contractor and/or consultant retained to perform any work described in this Consent Agreement at least 48 hours prior to the initiation of such work. Respondent shall simultaneously

provide EPA's Project Coordinator, identified in Paragraph 4.9, written notice that the notice required in this subparagraph was given. No contract between Respondent and a contractor and/or a consultant shall affect Respondent's obligation to comply fully with this Consent Agreement.

c. Respondent shall provide a copy of this Consent Agreement to any successor in ownership, control, operation, or any other interest in all or part of the Injection Well, at least 30 days prior to the transfer. Respondent shall simultaneously provide EPA's Project Coordinator, identified in Paragraph 4.9, written notice that the notice required in this subparagraph was given. A transfer of property rights at the Sites will not affect Respondent's obligation to comply fully with this Consent Agreement.

4.5. **Site Access:** This Consent Agreement does not affect EPA's authority to enter, inspect, sample, or monitor compliance under any law, permit, court order, or agreement. Respondent shall provide EPA or its authorized representatives access to the Sites upon reasonable notice. EPA or its authorized representatives will be permitted to move freely at the Sites and appropriate off-site areas to determine compliance with this Consent Agreement and to conduct actions in accordance with this Consent Agreement.

4.6. **Site Data:** Upon EPA's request, Respondent shall provide the requestor access to all records and documentation related to the conditions at the Sites and to results or data pertaining to the restoration and mitigation activities conducted under this Consent Agreement.

4.7. **Record Preservation:** Respondent shall preserve and retain, and shall instruct its consultant and other persons acting on its behalf, to preserve and retain all records and documents relating in any manner to the Requirements of Paragraph 4.12 for three years after EPA has issued a written approval of Respondent's final report. At the end of that three-year



period, EPA may request Respondent to provide EPA with copies of any records and documents related to this Consent Agreement or implementation of the Requirements of Paragraph 4.12. If EPA requests records and documents, Respondent shall, at no cost to EPA, but subject to a claim of privilege, provide EPA the original or copies of the records and documents within 30 days of EPA's request. If EPA makes no request at the end of the three-year period, Respondent may dispose of the records and documents.

4.8. **Modification:** EPA may, after consultation with Respondent, make a preliminary determination that tasks in addition to those defined in the Requirements of Paragraph 4.12, including any approved modifications, are necessary to accomplish the Well Closure Requirements. EPA shall notify Respondent of preliminary determinations in writing, and Respondent shall have seven days from receipt to submit a written response. Modifications of this Consent Agreement, including oral modifications, shall be memorialized in writing and shall take effect only when agreed to in writing by all parties.

4.9. **Project Coordinator:**

a. Donna Ortiz is the EPA Project Coordinator who will oversee implementation of this Consent Agreement. The Project Coordinator shall receive communications, which include, but are not limited to, all documents, reports, comments, approvals, and other correspondence submitted or exchanged under this Consent Agreement. All submissions required by this Consent Agreement shall be sent to:

Donna Ortiz  
U.S. Environmental Protection Agency  
Field, Data, & Drinking Water Enforcement Section  
1200 Sixth Avenue, ECAD-20-CO4  
Seattle, WA 98101  
Phone: 206-553-2429  
Email: Ortiz.donna@epa.gov

b. Within 10 days of the effective date of this Consent Agreement and Final Order in accordance with Paragraph 2.1, Respondent must identify a project coordinator for purpose of receipt of all communication and implementation of this Consent Agreement. The contact information for this project coordinator must be sent to the EPA Project Coordinator.

4.10. **Failure to comply:** Failure to timely and appropriately implement to EPA's satisfaction any element of the Requirements of Paragraph 4.12 shall be deemed a violation of this Consent Agreement and the SDWA.

4.11. **Scope of Consent Agreement Compliance Order Section:**

a. This Consent Agreement is not and shall not be construed to be a permit under the SDWA, nor shall it relieve or affect Respondent's obligation under the SDWA, or any other applicable federal or state laws, regulations or permits. Compliance with this Consent Agreement shall be no defense to any actions commenced pursuant to applicable laws, regulations, or permits.

b. This Consent Agreement shall not be construed to preempt or preclude in any way any future administrative order issued by EPA or judicial action brought by the United States. This Consent Agreement shall not be construed to resolve any claims for administrative or civil penalties that are not set out in this Consent Agreement and that may be assessed or sought by EPA or the United States.

c. This Consent Agreement shall in no way affect the rights of EPA or the United States against any person not a party to this Consent Agreement.

d. Nothing in this Consent Agreement shall be deemed to constitute a precedent by any party for any future administrative order, consent agreement, consent decree or civil action relating to the Sites and/or any restoration work undertaken at the Sites.

4.12. ***Well Closure Requirements:*** To successfully implement the well closure requirements, Respondent must comply with the following standards and requirements:

a. ***Well Closure:***

1. Draft Closure Plan: For each of the Injection Wells (Well #1: Landfill Shop at 3305 Richardson Highway; Well #2: Public Works and Fire Hall combined system at 1325 Delta Avenue; and, Well #3: New Volunteer Fire Department Shop at 1328 Richardson Highway) at the Sites, Respondent must submit a Draft Closure Plan to EPA, for review and approval, no later than November 30, 2019. After reviewing this document, EPA may require edits to the Draft Closure Plan before approving. The Draft Closure Plan must be approved before work can commence at the Sites unless EPA provides written authorization to move forward prior to approval of the Draft Closure Plan.

2. For each of the three sites sample results must be submitted no later than July 15, 2020.

3. Closure: Respondent must close the Injection Well at each of the three respective Sites no later than September 5, 2020, following the approved Closure Plan. Closure must be in accordance with 40 C.F.R. §§ 144.82, 144.89 and 146.10(c), including removal of all contaminated liquids, sludge, and soil from in and around the injection well. Sample results will be compared to State of Alaska cleanup levels, SDWA maximum contaminant levels, and other EPA regulatory

or risk-based screening and cleanup levels as appropriate to determine whether the materials are contaminated at levels that endanger drinking water resources (and require additional work by Respondent).

4. **Final Well Closure Report:** Respondent must submit to EPA a Final Well Closure Report for each of the three Injection Wells no later than October 5, 2020, with documentation of all closure activity for each individual Injection Well, including a narrative statement describing the closure procedures, photographic documentation of all closure activities, and confirmatory sample results and any waste manifests from the closure of the Injection Well, in accordance with the EPA Region 10 *Guidance for Underground Injection Control (UIC) Class V Well Closures* and Paragraph 4.12.

5. EPA will review and approve or disapprove the Final Well Closure Reports. After reviewing this document, EPA may require edits and/or additional information to the Final Well Closure Reports before approving. All revisions to the Final Well Closure Reports must be completed within 14 calendar days of notice that the Final Well Closure Reports has been disapproved.

a. *Performance Standards for Well Closure:* Closures of all three Class V Injection Wells must be conducted in a manner that protects Underground Sources of Drinking Water and complies with all applicable laws and regulations related to removal of materials from the well and adjacent to the well: 40 C.F.R. §§ 144.12(a), 144.82, 144.89, and 146.10(c).

b. *Sampling Requirements:* For each Injection Well, Respondent must collect an end-point sample from the cleaned-out Injection Well, beneath the point of

discharge. Respondent must propose an appropriate sampling location for sampling the Injection Well to be closed. The proposed location must be based on the construction of the Injection Well and likelihood of detecting any contaminants that were injected beneath the ground surface. Respondent must select a certified or accredited laboratory to analyze the end-point sample for the following constituents, consistent with the prior use of this well as a MVWDW:

1. Volatile organic compounds by the most current version of EPA Method 8260;
2. Semivolatile organic compounds by the most current version of EPA Method 8270; and
3. Arsenic, cadmium, chromium, and lead by an EPA approved metals analysis method.

c. Reporting Requirements: Respondent must submit to EPA's Project Coordinator, identified in Paragraph 4.9, the Final Well Closure Reports for each of the three Injection Wells no later than October 5, 2020.

d. Deliverables: The schedule of activities under the Requirements of Paragraph 4.12 may be summarized as follows:

Deliverables / Actions	Due Date
Draft Work Plan Submitted	November 30, 2019

Sample Results Submitted	July 15, 2020
Well Closure Complete	September 5, 2020
Final Well Closure Report Submitted	October 5, 2020

4.13. Termination and Satisfaction: In accordance with Paragraph 4.12, Respondent shall submit to EPA the three Final Well Closure Reports documenting the completion of all requirements described in Paragraph 4.12. Upon receipt of the three Final Well Closure Reports, EPA may schedule an inspection of the Injection Wells with Respondent and other interested state and/or federal agencies. After completion of the inspection, EPA will notify Respondent in writing whether the compliance with this Order is fully completed. EPA's Project Coordinator will provide this notification by telephone as promptly as possible. With the exception of Paragraphs 4.2 and 4.5 through 4.7, this Consent Agreement shall terminate after EPA issues a written approval of Respondent's Final Well Closure Reports and it is verified by EPA that Paragraph 4.14 – 4.20 are satisfied.

**Administrative Penalty**

4.14. Pursuant to Section 1423(c)(1) of the SWDA, 42 U.S.C. § 300h-2(c)(1), and in consideration of the statutory penalty factors identified in Section 1423(c)(4)(B) of the SDWA, 42 U.S.C. § 300h-2(c)(4)(B), EPA determined and Respondent agrees that an appropriate penalty to settle this action is \$22,000.00 (the "Assessed Penalty").

4.15. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order in accordance with Paragraph 2.1, and to undertake the actions specified in this Consent Agreement.

4.16. Payment under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

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

Respondent must note on the check the title and docket number of this action.

4.17. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region 10, M/S ORC-11-C07  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101  
Young.teresa@epa.gov

Donna Ortiz  
U.S. Environmental Protection Agency  
Region 10, M/S ECAD-20-CO4  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101  
Ortiz.donna@epa.gov

4.18. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest will become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action to collect any unpaid penalties, together with costs, attorney's fees, and interest, as set forth below. In any collection action, the validity, amount, and appropriateness of the penalty will not be subject to review. SDWA § 1424(c)(7), 42 U.S.C. § 300h-2(c)(7).

4.19. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent will also be responsible for payment of the following amounts:

4.19.1. *Interest.* Any unpaid portion of the Assessed Penalty will bear interest, at the rate established by the Secretary of the Treasury, from the effective date of the Final Order contained herein, provided, however, that no interest will be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein. SDWA § 1423(c)(7), 42 U.S.C. § 300h-2(c)(7); 31 U.S.C. § 3717(a)(1).

4.19.2. *Nonpayment Penalty.* Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum will be paid on any portion of the Assessed Penalty that is more than 90 days past due, which nonpayment will be calculated as of the date the underlying penalty first becomes past due.

4.19.3. *Attorneys' Fees and Costs.* Pursuant to Section 1423(c)(7) of the SDWA, 42 U.S.C. § 300h-2(c)(7), should Respondent fail to pay the Assessed Penalty on a timely basis, Respondent will also be required to pay the United States' enforcement expenses, including but not limited to attorneys' fees and costs incurred by the United States for collection proceedings.



4.20. *Federal Tax.* The Assessed Penalty, including any additional costs incurred under Paragraphs 4.19.1 and 4.19.2, represents an administrative civil penalty assessed by EPA and will not be deductible for purposes of federal taxes. 26 U.S.C § 162(f).

#### **General Provisions**

4.21. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.22. Except as described in Paragraph 4.18 of this Consent Agreement, each party will bear its own costs in bringing or defending this action.

4.23. For the purposes of this proceeding, Respondent expressly waives any right to contest the allegations contained in this Consent Agreement and to appeal the Consent Agreement and/or Final Order. SDWA § 1423(c)(6), 42 U.S.C. § 300h-2(c)(6).

4.24. The provisions of this Consent Agreement and the Final Order will bind Respondent and its agents, servants, employees, successors, and assigns.

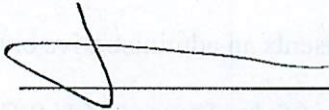
4.25. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

4.26. The above provisions are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

7.17.19

FOR RESPONDENT:

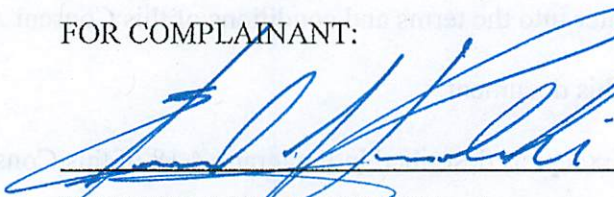
  
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The Honorable JW Musgrove, Mayor  
City of Delta Junction, Alaska

DATED:

9/4/2019

FOR COMPLAINANT:

  
\_\_\_\_\_

EDWARD J. KOWALSKI, Director  
Enforcement and Compliance Assurance Division  
EPA Region 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:

CITY OF DELTA JUNCTION.  
Delta Junction, Alaska

Respondent.

DOCKET NO. SDWA-10-2019-0114

**FINAL ORDER**

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

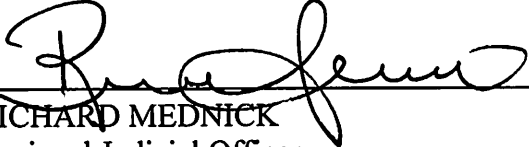
1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties pursuant to the SDWA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order will 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. This Final Order does not waive, extinguish or otherwise affect Respondent's obligations to comply with all applicable provisions of the SDWA and regulations or permits issued thereunder.

1.4. Pursuant to Section 1423(c)(3) of the SDWA, 42 U.S.C. § 300h-2(c)(3), and 40 C.F.R. § 22.45(b), EPA provided public notice of the Consent Agreement negotiated with the Respondent.

1.5. This Final Order will become effective in accordance with SDWA §  
1423(c)(3)(D).

SO ORDERED this 24<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
RICHARD MEDNICK  
Regional Judicial Officer  
U.S. Environmental Protection Agency  
Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: City of Delta Junction, Docket No.: SDWA-10-2019-0114** was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:


The undersigned certifies that a true and correct copy of the document was delivered to:

Clarke Thurmon  
U.S. Environmental Protection Agency  
Region 10, Mail Stop ORC-11-C07  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

The Honorable JW Musgrove, Mayor  
City of Delta Junction  
P.O. Box 229  
Delta Junction, Alaska, 99737

DATED this 26 day of September, 2019.

  
\_\_\_\_\_  
TERESA YOUNG  
Regional Hearing Clerk  
EPA Region 10