

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

U.S. Environmental  
Protection Agency-Region 2  
2016 SEP 28 AM 7:34  
REGIONAL HEARING  
CLERK

IN THE MATTER OF:

Poughkeepsie City/Town Treatment Plant	NY1302774
Poughkeepsie City	NY1330291
Poughkeepsie Townwide Water District	NY1302812

Respondents.

Proceeding Pursuant to §1414(g)(3)(B) of the Safe  
Drinking Water Act, 42 U.S.C. §300g-3(g)(3)(B)

CONSENT AGREEMENT  
AND  
FINAL ORDER

Docket Nos.

SDWA-02-2016-8401  
SDWA-02-2016-8402  
SDWA-02-2016-8403

**I. Preliminary Statement**

1. This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 1414(g)(3)(B) of the Safe Drinking Water Act (the "Act"), 42 U.S.C. §300g-3(g)(3)(B).
2. EPA is initiating and concluding this administrative proceeding for the assessment of a civil penalty pursuant to Section 1414(g)(3)(B) of the Safe Drinking Water Act (the "Act"), 42 U.S.C. §300g-3(g)(3)(B) 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).
3. This Consent Agreement is entered into by the Director of the Division of Enforcement and Compliance Assistance ("Director"), Region 2, United States Environmental Protection Agency ("Complainant") and the Poughkeepsie City/Town Treatment Plant, Poughkeepsie City, and the Poughkeepsie Townwide Water District ("Respondents"), pursuant to Section 1414(g)(3)(B) of the Act, 42 U.S.C. §300g-3(g)(3)(B), and in accordance with 40 C.F.R. Part 22. The authority to issue this Consent Agreement has been duly delegated by the Regional Administrator of Region 2 to the Director.
4. The Complainant has charged Respondents with violating the terms and conditions of an Administrative Consent Order ("ACO") issued to Respondents pursuant to Section 1414(g)

of the Act, 42 U.S.C. §300g-3(g), requiring compliance with an applicable requirement of the Act at Respondents' public water systems in Poughkeepsie, New York.

5. This Consent Agreement and Final Order ("CA/FO") resolves violations of specific requirements under EPA ACO Docket Numbers SDWA 02-2014-8010 through 8012.

## **II. Findings of Fact and Conclusions of Law**

1. Respondents own and/or operate the Poughkeepsie City/Town Treatment Plant, Poughkeepsie City, and Poughkeepsie Townwide Water District public water systems, located in Dutchess County, New York, which are "public water systems," within the meaning of Section 1401(4) of the SDWA, 42 U.S.C. §300f(4), and 40 C.F.R. §141.2.
2. Respondents are "suppliers of water" within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. §300(f)(5), and 40 C.F.R. §141.2.
3. Respondents are "persons" within the meaning of Section 1401 of the SDWA, 42 U.S.C. §300f(12) and are subject to an Administrative Order issued under Section 1414(g)(1) of the SDWA, 42 U.S.C. §300(g)-3(1).
4. Respondents' public water systems provide piped water for human consumption and regularly serve at least 25 individuals, and are therefore "community water systems" as defined by Section 1401(15) of the SDWA, 42 U.S.C. §300f(15) and 40 C.F.R. §141.2.
5. On January 4, 2006, EPA promulgated the Stage 2 Disinfectants and Disinfection Byproducts Rule ("Stage 2 DBPR"), 40 C.F.R. Part 141, Subparts U and V, to provide for increased public health protection against the potential risks for cancer and reproductive and developmental health effects associated with disinfection byproducts ("DBPs"). The Stage 2 DBPR introduces a new method for calculating compliance with the maximum contaminant levels for total trihalomethanes ("TTHM") and haloacetic acids ("HAA5"), referred to as the locational running annual average ("LRAA").
6. The NYSDOH administers the Public Water Supply Supervision Program in New York pursuant to Section 1413 of the SDWA, 42 U.S.C. §300g-2. The approval of primary enforcement authority from EPA to the NYSDOH was effective as of September 9, 1977. However, the NYSDOH has not yet obtained primary enforcement responsibility for the Stage 2 DBPR. Therefore, as of the date of this Consent Agreement, EPA has primary responsibility for enforcement of the Stage 2 DBPR.
7. Pursuant to 40 C.F.R. §141.600(b) and 40 C.F.R. §141.620(b), community water systems that use a primary or residual disinfectant other than ultraviolet light or deliver water that has been treated with a primary or residual disinfectant other than ultraviolet light are required to comply with 40 C.F.R. Part 141, Subpart V (Stage 2 DBPR).
8. Pursuant to 40 C.F.R. §141.620(c), community water systems that serve 10,000 to 49,999 people or consecutive community water systems that are part of a combined distribution

system that serves 10,000 to 49,999 people were required to begin complying with monitoring requirements of the Stage 2 DBPR by October 1, 2013.

9. Respondents add a disinfectant other than ultraviolet light or deliver water that has been treated with a disinfectant other than ultraviolet light. Therefore, Respondents are subject to the requirements of 40 C.F.R. Part 141, Subpart V (Stage 2 DBPR).
10. Respondents are community water systems that serve 10,000 to 49,999 people or consecutive community water systems that are part of a combined distribution system that serves 10,000 to 49,999 people. Therefore, Respondents were required to begin complying with monitoring requirements of the Stage 2 DBPR by October 1, 2013.
11. In a letter dated June 13, 2013, Respondents requested a compliance extension in order to perform capital improvements, in accordance with the requirements of the Stage 2 DBPR (see 40 C.F.R. §141.620(c)). The letter outlined a two-phase approach to implement ozone treatment with enhanced coagulation.
12. Respondents notified EPA that the ozone treatment system with enhanced coagulation would not be operational by October 1, 2013, and, therefore, based on historical disinfectant byproduct data, Respondents may violate the LRAA MCL requirements of the Stage 2 DBPR.
13. On August 26, 2013, EPA and Respondents entered into an Administrative Order on Consent (AOC), Docket Nos. SDWA-02-2013-8016 through 8018, to place the Respondents on an enforceable schedule to achieve compliance with the requirements of the Stage 2 DBPR (40 C.F.R. Part 141, Subpart V) and the SDWA.
14. In a letter dated January 9, 2014, Respondents requested that the AOC be revised to establish new milestones to reflect a realignment of the project resulting from the consolidation of the two phases originally proposed.
15. On February 14, 2014, EPA and Respondents entered into an Administrative Order on Consent (AOC), Docket Nos. SDWA-02-2014-8010 through 8012, to place the Respondents on a revised enforceable schedule to achieve compliance with the requirements of the Stage 2 DBPR (40 C.F.R. Part 141, Subpart V) and the SDWA.
16. In quarterly progress reports submitted as required by AOC Docket Nos. SDWA-02-2014-8010 through 8012, Respondents informed EPA that the project was behind schedule due to delays in permitting and failure of contractors to supply appropriate submittals and acquire equipment.
17. At a meeting held on August 27, 2015, Respondents and EPA discussed the need for a new schedule to be incorporated in a second revised AOC. A revised construction schedule was provided to EPA in Respondents' quarterly progress report dated October 15, 2015.

18. Based on information available to EPA, Respondents have failed to demonstrate compliance with the requirements specified in 40 C.F.R. Part 141, Subpart V and have violated Paragraph 20 of AOC Docket Nos. SDWA-02-2014-8010 through 8012.

### **III. Consent Agreement**

1. Section II, Paragraphs 1-18 are re-alleged and incorporated by reference.
2. EPA and Respondents 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.
3. Based upon the foregoing and pursuant to Section 1414(g)(3)(B) of the Act, 42 U.S.C. § 300g-3(g)(3)(B), and the CROP 40 C.F.R. §§ 22.18, it is hereby agreed by and between EPA and Respondents, and Respondents voluntarily and knowingly agree as follows:

#### **Terms of Settlement**

4. For the purpose of this proceeding, Respondents:
  - a. Admit the jurisdictional allegations of this CA/FO;
  - b. Neither admit nor deny the factual allegations contained herein;
  - c. Waive their right to contest the allegations, request a judicial or administrative hearing, or to appeal this CA/FO; and
  - d. Consent to the payment of a civil penalty cited in Paragraph 6 below.
5. Respondent agrees to expend not less than \$7,500 to complete a Rain Barrel Distribution Program Supplemental Environmental Project ("SEP") within 90 days of Effective Date of this CA/FO.
6. Complainant and Respondents agree that an appropriate civil penalty to settle this proceeding is in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)**.

#### **Payment of Civil Penalty**

7. Respondents shall pay a civil penalty to EPA in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)**. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer (EFT). If the payment is made by check, then the check shall be payable to the "**Treasurer, United States of America**", and shall be mailed to:

U.S. Environmental Protection Agency  
Fines and Penalties

Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

The check shall be identified with a notation thereon listing the following: **IN THE MATTER OF Poughkeepsie City/Town Treatment Plant, Poughkeepsie City, and Poughkeepsie Townwide Water District**, and shall bear thereon the **Docket Numbers SDWA-02-2016-8401, SDWA-02-2016-8402, and SDWA-02-2016-8403**. Payment of the penalty must be received at the above address on or before forty-five (45) calendar days after the Effective Date of this CA/FO (the “due date”).

If Respondents choose to make the payment by EFT, then Respondents shall provide the following information to their remitter bank:

- a. Amount of Payment: \$2,500.00
- b. SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045
- c. Account Code for Federal Reserve Bank of New York receiving payment:  
68010727
- d. Federal Reserve Bank of New York ABA routing number: 021030004
- e. Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency”
- f. Names of Respondents: Poughkeepsie City/Town Treatment Plant  
Poughkeepsie City  
Poughkeepsie Townwide Water District
- g. Case Numbers: SDWA-02-2016-8401  
SDWA-02-2016-8402  
SDWA-02-2016-8403

Such EFT must be received on or before 45 calendar days after the Effective Date of this CA/FO.

Whether the payment is made by check or by EFT, the Respondents shall promptly thereafter furnish reasonable proof that such payment has been made, to both:

Phyllis S. Feinmark, Esq., Chief  
Water & General Law Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16th Floor  
New York, NY 10007-1866

and

Karen Maples, Regional Hearing Clerk

U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866

- h. Failure to pay the amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
- i. 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.
- j. The civil penalty constitutes a penalty within the meaning of 26 U.S.C. §162(f).
- k. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from Respondents' federal or state taxes.

**Supplemental Environmental Project**

- 8. The Rain Barrel Distribution Program Supplemental Environmental Project described below shall be undertaken and completed by Respondents.
- 9. SEP Project Description: Respondents shall purchase at least \$7,500 worth of rain barrels with hardware for residential collection and storage of roof rainwater runoff. Respondents shall distribute the rain barrels to residents of the City and Town of Poughkeepsie. Respondents will partner with the Cornell Cooperative Extension Office of Dutchess County and will sponsor a one-day event to distribute the rain barrels at the Poughkeepsie Water Treatment Facility. At the one-day event, multiple 60 minute sessions will be conducted, in which customers will be instructed on the installation and use of the rain barrels to recover storm water. Barrels and all installation materials and tools needed will be provided. Customers will also be advised on issues concerning mosquitos and how a properly constructed rain barrel, which effectively is sealed, will not become a breeding ground for mosquitos. On event day, tours of the newly completed upgrade of the Poughkeepsie Water Treatment Facility will be provided to the public, which will demonstrate to the public the conventional water treatment system with an emphasis on showcasing the new installed ozone treatment system.
- 10. Respondents shall complete the Rain Barrel Distribution Program within 90 days after the Effective Date of this CA/FO.

11. The anticipated environmental benefits to be provided by carrying out the Respondents' Rain Barrel Distribution Program include water conservation and a reduction of stormwater polluted run-off to surface water bodies.
12. Although Respondents are not legally required by federal or local laws and regulations to implement a Rain Barrel Distribution Program, it agrees herein to do so.
13. The total expenditure for the SEP shall not be less than Seven Thousand Five Hundred Dollars (\$7,500), in accordance with the specifications set forth herein.

#### **SEP Reports**

14. Respondents shall submit a SEP Completion Report to EPA by January 15, 2017. The SEP Completion Report shall contain the following information:
  - a. A detailed description of the SEP as implemented;
  - b. Itemized costs, as set forth in Paragraph 17, below;
  - c. Certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO; and
  - d. A description of the environmental and public health benefits resulting from implementation of the SEP.
15. Respondents agree that failure to submit the SEP Completion Report shall be deemed a violation of this CA/FO and Respondents shall become liable for stipulated penalties pursuant to Paragraph 21, below.
16. Respondents shall submit all notices and reports required by this Consent Agreement and Order to:

Nicole Foley Kraft, Chief  
Ground Water Compliance Section Water Compliance Branch  
Division of Enforcement and Compliance Assistance  
U.S. Environmental Protection Agency, Region 2  
290 Broadway – 20<sup>th</sup> Floor  
New York, NY 10007-1866

and

Phyllis S. Feinmark, Esq., Chief  
Water & General Law Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16th Floor  
New York, NY 10007-1866

17. In itemizing its costs in the SEP completion report, Respondents 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, receipts, 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.

18. Under no circumstances shall Respondents use federal grants, low-interest federal loans, federal contracts or other forms of federal financial assistance or non-financial assistance to perform the SEP. Respondents agree that use of prohibited assistance shall be deemed a violation of this Consent Agreement and Order and Respondents shall become liable for stipulated penalties pursuant to Paragraph 21, below.
19. Respondents shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this Consent Agreement, and shall provide the documentation to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondents 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."
20. After receipt of the SEP Completion Report described in Paragraph 14, above, EPA will notify the Respondents, in writing, regarding:
  - a. any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondents to correct any deficiencies; or
  - b. EPA's conclusion that the project has been completed satisfactorily; or,
  - c. EPA's determination that the project has not been completed satisfactorily and EPA's intent to seek stipulated penalties in accordance with Paragraph 21, below.

If EPA elects to exercise option (a) or (c), 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 the completion of the SEP itself or has determined that the SEP has not been completed satisfactorily), EPA shall give Respondents the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within thirty (30) days of receipt of such notification. EPA and Respondents 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 or additional work to be performed to complete the SEP. If agreement cannot be reached on any such issue within this thirty (30) day period, the Director of EPA's Division of Enforcement and Compliance Assistance shall provide a written statement of EPA's decision on adequacy of the SEP Completion Report or completion of the SEP to Respondents, which decision shall be final and binding upon Respondents. In the event the SEP is not completed as contemplated herein, as determined by EPA, Respondents shall become liable for stipulated penalties in accordance with Paragraph 21, below.



21. Stipulated Penalties for Failure to Complete SEP or Failure to Expend Sufficient Funds in Performance of the SEP
- a. In the event that Respondents fail to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraph 9, 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 13, above, Respondents shall be liable for stipulated penalties according to the provisions set forth below:
    - i. For a SEP which has not been completed satisfactorily pursuant to this CA/FO, Respondents shall pay a stipulated penalty to the United States in the amount of \$7,500.00.
    - ii. If the SEP is completed in accordance with Paragraph 9, but Respondents spent less than 90 percent of the amount of money required to be spent for the project, Respondents shall pay a stipulated penalty to the United States equal to the difference between \$7,500.00 and the amount of money spent.
    - iii. If the SEP is completed in accordance with Paragraph 9, and Respondents spent at least 90 percent of the amount of money required to be spent for the project, Respondents shall not be liable for any stipulated penalty.
    - iv. For failure to submit the SEP Completion Report required by Paragraph 14, above, Respondents shall pay a stipulated penalty in the amount of \$100.00 for each day after the report due date as set forth in Paragraph 14, above, until the report is submitted.
  - b. Determinations of whether Respondents have complied with the terms of this Consent Agreement and whether the SEP has been satisfactorily completed, and whether Respondents have made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
  - c. Stipulated penalties for Subparagraph (iv), above, shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
  - d. Respondents shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 7, above. Interest and late charges shall be paid as stated in Paragraph 7, above.
  - e. 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 Respondents' violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondents' violation of any applicable provision of law.
22. Any public statement, oral or written, in print, film, or other media, made by Respondents making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 1433 of the Safe Drinking Water Act, 42 U.S.C. §300g-3(g)(3)(B) and Section 1414(g)."
23. Unexpected Circumstances Which Delay the Performance of a SEP


- a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondents shall notify EPA in writing not more than fifteen (15) days after the delay or Respondents' knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondents to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondents to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and shall constitute a waiver of Respondents' right to request an extension of its obligation under this Agreement based on such incident.
- b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondents, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.
- c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this CA/FO has been or will be caused by circumstances beyond the control of Respondents, EPA will notify Respondents in writing of its decision and any delays in the completion of the SEP shall not be excused.
- d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondents shall rest with Respondents. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

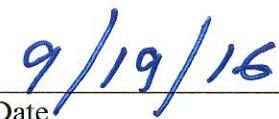
#### **IV. General Provisions**

1. The provisions of this CA/FO shall be binding upon Respondents, 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 Respondents of their obligation to comply with this CA/FO.
2. Respondents have read the Consent Agreement, understand its terms, find it to be reasonable and consent to its issuance and its terms. Respondents consent to the issuance of the accompanying Final Order. Respondents agree that all terms of settlement are set forth herein.
3. Respondents explicitly and knowingly consent to the assessment of the civil penalty as set forth in this Consent Agreement and agree to pay the penalty in accordance with the terms of this Consent Agreement.
4. Respondents agree not to contest EPA's jurisdiction with respect to the execution of this CA, the issuance of the attached Final Order, or the enforcement of the CA/FO.


5. Respondents knowingly and explicitly waive their rights under Section 1447(b)(3) of the Act, 42 U.S.C. § 300j-6(b)(3), to request or to seek any Hearing on or appeal of this Consent Agreement or the Findings of Fact and Conclusions of Law herein, or on the accompanying Final Order.
6. Respondents waive any right they 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 Regional Administrator or the Deputy 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.
7. Issuance of the CA/FO does not constitute a waiver by EPA of its right to enforce the substantive legal requirements underlying this penalty assessment, either administratively or judicially pursuant to Section 1414 of the Act, 42 U.S.C. § 300g-3. Issuance of or compliance with this CA/FO does not waive, extinguish or otherwise affect Respondents' obligation to comply with all applicable requirements of the Act, of regulations promulgated thereunder and of any legal order or permit issued thereunder.
8. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.
9. The provisions of this Consent Agreement and Final Order shall be binding upon the Respondents, their officers, directors, agents, servants, authorized representatives and successors or assigns.
10. Each party hereto agrees to bear its own costs and fees in this matter.
11. Respondents consent to service upon Respondents by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

For EPA:

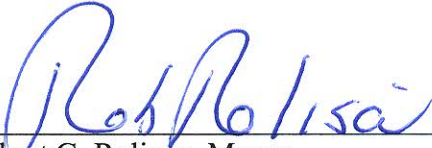
  
\_\_\_\_\_  
Dore LaPosta, Director  
Division of Enforcement and Compliance Assistance  
US EPA, Region 2  
290 Broadway  
New York, NY 10007-1866

  
\_\_\_\_\_  
Date

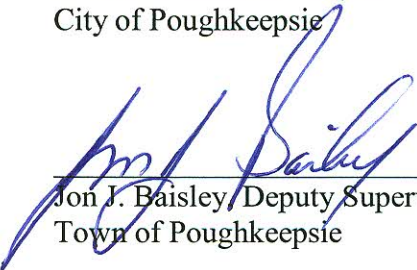
For Respondents:

  
\_\_\_\_\_  
Randy J. Alstadt, P.E.  
Water Plant Administrator  
Poughkeepsie City/Town Water Treatment  
Plant

9-6-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert G. Rolison, Mayor  
City of Poughkeepsie

9-6-16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jon J. Baisley, Deputy Supervisor  
Town of Poughkeepsie

9-6-16  
\_\_\_\_\_  
Date

In The Matter of:

Poughkeepsie City/Town Treatment Plant  
PWS ID: NY1302774  
Docket Number: SDWA-02-2016-8401

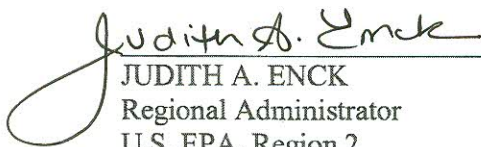
Poughkeepsie City  
PWS ID: NY1330291  
Docket Number: SDWA-02-2016-8402  
SDWA-02-2016-8402

Poughkeepsie Townwide Water District  
PWS ID: NY1302812  
Docket Number: SDWA-02-2016-8403

**V. Final Order**

The Regional Administrator for 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.

DATE: 9-21-16

  
\_\_\_\_\_  
JUDITH A. ENCK  
Regional Administrator  
U.S. EPA, Region 2  
290 Broadway  
New York, NY 10007-1866

In The Matter of:

Poughkeepsie City/Town Treatment Plant  
PWS ID: NY1302774  
Docket Number: SDWA-02-2016-8401

Poughkeepsie City  
PWS ID: NY1330291  
Docket Number: SDWA-02-2016-8402  
SDWA-02-2016-8402

Poughkeepsie Townwide Water District  
PWS ID: NY1302812  
Docket Number: SDWA-02-2016-8403

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

IN THE MATTER OF:

Poughkeepsie City/Town Treatment Plant	NY1302774
Poughkeepsie City	NY1330291
Poughkeepsie Townwide Water District	NY1302812

Respondents.

Proceeding Pursuant to §1414(g)(3)(B) of the Safe Drinking Water Act, 42 U.S.C. §300g-3(g)(3)(B)

CONSENT AGREEMENT  
AND  
FINAL ORDER

Docket Nos.

SDWA-02-2016-8401  
SDWA-02-2016-8402  
SDWA-02-2016-8403

CERTIFICATE OF SERVICE

I certify that, on the date noted below, I caused to be mailed, by certified mail, return receipt requested, a copy of the foregoing "CONSENT AGREEMENT AND FINAL ORDER" to the following person at the address listed below:

Scott L. Volkman  
Stenger, Roberts, Davis & Diamond, LLP  
1136 Route 9  
Wappingers Falls, New York 12590

I sent by inter-office mail the original and a copy of the foregoing Consent Agreement and Final Order to the office of the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2.

Date: 9/27/16

  
Marie St. Germain, Branch Secretary  
New York, New York