

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Rivera for

Kathleen Woodward
Name of Case Attorney

9/29/10
Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CWA-01-2009-0075

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

City of Gardner, MA
95 Pleasant Street
Gardner, MA 01440

Total Dollar Amount of Receivable \$ 4,250 Due Date: _____

SEP due? Yes No _____ Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

Phone Number _____



RECEIVED
SEP 23 2010
EPA ORC WS
Office of Regional Hearing Clerk

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
5 Post Office Square, Suite 100
Boston, MA 02109-3912

BY HAND

September 23, 2010

Ms. Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code ORA17-1
Boston, MA 02109-3912

Re: In the Matter of City of Gardner, Massachusetts
Administrative Penalty Action Settlement: Docket No. CWA-01-2009-0075

Dear Ms. Santiago:

For the above-referenced matter, please file the enclosed Consent Agreement and Final Order. I have included the original and one copy of these documents.

Thank you for your attention to this matter. Should you have any questions, please contact me at (617) 918-1780.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen E. Woodward".

Kathleen E. Woodward
Senior Enforcement Counsel

Enclosure

cc: Mayor Mark P. Hawke
John Flick, City Solicitor

RECEIVED
SEP 23 2010

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

EPA ORC
Office of Regional Hearing Clerk

IN THE MATTER OF)
)
)

CONSENT AGREEMENT
AND FINAL ORDER

City of Gardner)
95 Pleasant Street)
Gardner, Massachusetts 01440)

Docket No. CWA 01-2009-0075

Respondent.)
_____)

This Consent Agreement and Final Order ("CAFO") is issued under the authority granted to the U.S. Environmental Protection Agency ("EPA") by Section 309(g) of the Clean Water Act (the "Act"), 33 U.S.C. § 1319(g), and in accordance with the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits," at 40 C.F.R. Part 22 ("Part 22 Rules").

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against the Respondent pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by filing an administrative Complaint against Respondent, Docket No. CWA-01-2009-0075 (the "Complaint"), on August 14, 2009.
2. The complete factual and jurisdictional basis for proposing the assessment of a civil penalty is set forth in the Complaint and is incorporated herein by reference.
3. Pursuant to Section 309(g)(1) of the CWA, 33 U.S.C. § 1319(g)(1), and in accordance with 40 C.F.R. § 22.38(b), the Commonwealth of Massachusetts has been given an

CONSENT AGREEMENT AND FINAL ORDER
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Docket No. CWA-01-2009-0075

opportunity to consult with EPA regarding the assessment of the administrative penalty for CWA violations against Respondent.

4. Section 309(g)(4)(A) of the CWA, 33 U.S.C. 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to, comment on the proposed issuance of such order. EPA has satisfied this requirement by providing public notice of, and reasonable opportunity to comment on, the proposed penalty on August 24, 2009.

II. CONSENT AGREEMENT

5. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint.
6. Respondent waives any defenses it might have as to jurisdiction and venue, and, without admitting or denying the facts and violations alleged in the Complaint, consents to the terms of this CAFO.

III. WAIVER OF RIGHTS

7. Respondent hereby waives its right to request a judicial or administrative hearing on any issue of law or fact set forth in the Complaint, and consents to the issuance of the Final Order included with this Consent Agreement without further adjudication.

IV. TERMS OF SETTLEMENT

8. Based upon the statutory penalty factors at Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3) and Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of four thousand two hundred and fifty dollars (\$4,250.00) plus interest if due pursuant to Paragraph 22 of this CAFO.

V. PAYMENT TERMS

9. Respondent shall pay the civil penalty set forth in Paragraph 8 of this CAFO no later than the earlier of: (a) twenty-one (21) calendar days after the date of the letter from the Massachusetts Department of Revenue to Respondent certifying the amount of "free cash" in Respondent's possession or (b) January 15, 2011. Respondent shall make payment by depositing in the United States mail a cashier's or certified check, payable to the order of "Treasurer, United States of America" and referencing the title and docket number of the action ("In the Matter of the City of Gardner, Massachusetts, CWA-01-2009-0075") to:

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

The date said check is deposited in the mail shall be considered the date that the payment is made.

10. Respondent shall simultaneously submit copies of the penalty payment check to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code ORA17-1
Boston, MA 02109-3912

and

Kathleen E. Woodward
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code OES4-2
Boston, MA 02109-3912

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

11. Respondent shall complete the following supplemental environmental project ("SEP"), which the parties agree is intended to secure significant environmental protection and improvements. Respondent shall purchase approximately 160 rainwater harvesting systems for distribution to the residents, businesses, educational institutions and non-profit entities in Gardner. Respondent shall use best efforts to distribute these rainwater harvesting systems to residents, businesses, educational institutions and non-profit entities in Gardner. The SEP shall be deemed to be completed on November 30, 2012 unless the parties agree otherwise in writing.

12. Respondent shall complete the SEP as specified in Exhibit A in accordance with the following schedule:

- (a) **Phase I (beginning no later than September 15, 2010):** the Respondent will undertake publicity and a public education campaign to promote awareness of rainwater harvesting systems and encourage their use.
- (b) **Phase II (by March 1, 2011):** the Respondent will purchase approximately 160 rainwater harvesting systems for distribution to Gardner residents, businesses, educational institutions and non-profit entities.
- (c) **Phase III (April 1, 2011 and continuing through at least October 31, 2011):** the Respondent will use best efforts to distribute rainwater harvesting systems to Gardner residents, businesses, educational institutions and non-profit entities and continue using best efforts until all systems are distributed or until October 31, 2010, whichever happens sooner. If by October 31, 2011, the Respondent has not distributed all of the rainwater harvesting systems despite best efforts to do so, the Respondent will implement Phases IV, V and VI.
- (d) **Phase IV (Beginning March 15, 2012):** the Respondent will undertake publicity and a public education campaign to promote awareness of rainwater harvesting systems and encourage their use.
- (e) **Phase V (March 15 – October 31, 2012):** the Respondent will use best efforts to distribute rainwater harvesting systems to Gardner residents, businesses, educational institutions and non-profit entities and continue using best efforts until all systems are distributed or until October 31, 2012, whichever occurs sooner.
- (f) **Phase VI (November 1 – November 30, 2012):** If by November 1, 2012, despite Respondent's best efforts to distribute all 160 rainwater harvesting systems to Gardner residents, businesses, educational institutions and non-profit entities,

rainwater harvesting systems remain undistributed, the Respondent will use the remainder on City buildings to the extent practicable. If rainwater harvesting systems still remain, the Respondent shall donate the remainder to a non-profit environmental organization that is based in Gardner or in a neighboring municipality and is approved by EPA.

(g) Estimated Environmental Benefits:

- (i) Reduce pollutant transport through infiltration;
- (ii) Conserve water by reduction in the use of water from the City's drinking water system;
- (iii) Reduce use of chemicals required for water treatment.

The SEP is more specifically described in the scope of work (hereinafter, the "Scope of Work"), attached hereto as Exhibit A and incorporated herein by reference.

13. The total cost to the Respondent of the SEP shall be not less than fourteen thousand four hundred fifty dollars (\$14,450) in accordance with the specifications set forth in the Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
14. Respondent hereby certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation, nor is Respondent required to perform or develop the SEP under any grant or agreement with any governmental or private entity, as injunctive relief in this or any other case, or in compliance with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

15. SEP Completion Report:

- a. **SEP Completion Report:** Respondent shall submit a SEP Completion Report to EPA within thirty (30) days of completion of the SEP. The SEP Completion Report shall contain the following information:
- (i) A detailed description of the SEP as implemented including a description of Respondent's efforts to publicize the availability of the rainwater harvesting systems and to distribute the rainwater harvesting systems and the number of systems that were distributed by the SEP completion date;
 - (ii) A description of any operating problems encountered and the solutions thereto;
 - (iii) Itemized costs, documented by copies of purchase orders and receipts, canceled checks, or wire transfer records;
 - (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and
 - (v) 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).
- b. Respondent agrees that failure to submit the SEP Completion Report required by subsection a. above shall be deemed a violation of this Consent Agreement and Order and Respondent shall become liable for stipulated penalties pursuant to Paragraph 19 below.

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

Andrew Spejewski
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code OES4-1
Boston, MA 02109-3912

d. In itemizing its costs in the SEP completion report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being 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.

16. EPA right to inspect: Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

17. Document retention and certification: Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and shall provide the documentation of any such underlying research and data 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, Respondent shall, by its appropriate municipal official, 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.

18. EPA acceptance of SEP Completion Report and Determination of SEP

Compliance

- a. After receipt of the SEP Completion Report described in Paragraph 15 above, EPA will notify the Respondent in writing: (i) that EPA concludes that the SEP has been completed satisfactorily; (ii) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (iii) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 19 herein.
- b. If EPA notifies Respondent pursuant to clause (ii) above that the SEP itself or the SEP Completion Report does not comply with the requirements of

this CAFO, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA.

c. If EPA notifies Respondent pursuant to clause (iii) above that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 19 herein.

19. Stipulated Penalties for Failure to Comply with SEP Terms or Provisions/Failure to Spend Agreed-on Amount/Failure to Submit Final Report or Failure to Submit Adequate Final Report:

a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraphs 11, 12 and 13 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 Paragraphs 11, 12 and 13 above and/or in the event that Respondent fails to submit the Completion Report required by Paragraph 15 or submits an inadequate Completion Report, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) or (iii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$14,450, plus interest calculated pursuant to Paragraph 22.
- (ii) If the SEP is not completed in accordance with Paragraphs 11, 12 and 13, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was

required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

(iii) If the SEP is completed in accordance with Paragraphs 11, 12 and 13, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of the difference between \$14,450 and the amount of eligible costs Respondent spent on the SEP, plus interest pursuant to Paragraph 22.

(iv) If the SEP is completed in accordance with Paragraphs 11, 12 and 13, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project pursuant to Paragraph 13, Respondent shall not be liable for any stipulated penalty.

(v) For failure to submit the SEP Completion Report required by Paragraph 15(a) above or for failure to submit an adequate Completion Report, Respondent shall pay a stipulated penalty in the amount of \$100 per day for each day from the day after the report is due until the report is submitted, or in the case of an inadequate report, until the report is submitted with deficiencies addressed.

b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. Stipulated penalties for subparagraphs (a)(i), (iii) and (v) 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. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 9 above. Interest and late charges shall be paid as stated in Paragraph 22 herein.
- 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 Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.
20. **Public statements must acknowledge enforcement action:** Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Water Act."
21. **No relief from compliance; no endorsement by EPA:** This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the design used or materials installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

VI. General Provisions

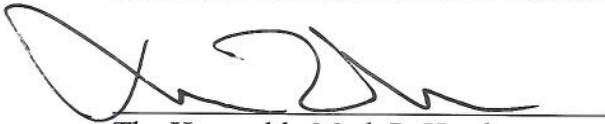
22. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), a failure by Respondent to pay the penalty assessed by this CAFO in full by the payment due date shall subject Respondent to a civil action to collect the assessed penalty, plus interest at current prevailing rates from the date the penalty was due pursuant to Paragraph 9 or 19 of this CAFO. The rate of interest assessed shall be at the rate set forth in 31 C.F.R. § 901.9(d), promulgated under 31 U.S.C. § 3717. Any person who fails to pay on a timely basis the amount of an assessed penalty shall be required to pay in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly nonpayment penalty for the quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to 20 percent of the aggregate amount of such person's penalties and nonpayment penalties which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.
23. The penalty specified in Paragraph 8 above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.
24. The provisions of this CAFO shall be binding upon Respondent and their successors or assigns.
25. Except as described in Paragraph 22 above, each party shall bear its own costs and attorneys fees in this proceeding.

26. Issuance of this CAFO constitutes a full and complete settlement by EPA of all claims for judicial and administrative civil penalties pursuant to Sections 309(d) and (g) of the CWA, 33 U.S.C. §§ 1319(d) and (g), for all past violations of the CWA alleged in the Complaint referenced in Paragraph 1.
27. This CAFO shall not limit the authority of the United States to enforce the underlying substantive legal requirements of this administrative penalty assessment, whether administratively or judicially, pursuant to Sections 309(a), (b), and (c) of the Act, 33 U.S.C. §§ 1319(a), (b), and (c), or Section 504 of the Act, 33 U.S.C. § 1364.
28. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CWA, 33 U.S.C. § 1251 *et seq.*, or any regulations promulgated thereunder.

29. The undersigned representative of Respondent certifies that he or she is fully authorized by Respondent to enter into the terms and conditions of this CAFO and legally bind Respondent.

STIPULATED AND AGREED:

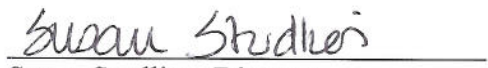
For RESPONDENT CITY OF GARDNER, MASSACHUSETTS



The Honorable Mark P. Hawke
Mayor
City of Gardner, Massachusetts

Date: 9/14/10

For U.S. ENVIRONMENTAL PROTECTION AGENCY




Susan Studlien, Director
Office of Environmental Stewardship
U.S. EPA, Region 1

Date: 09/22/10

FINAL ORDER

30. The forgoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondent is ordered to comply with the terms of the above Consent Agreement, which will become final 30 days from the date it is signed by the Regional Judicial Officer.

U.S. ENVIRONMENTAL PROTECTION AGENCY



Jill Metcalf
Acting Regional Judicial Officer
U.S. EPA, Region 1

Date: Sept. 22, 2010

SCOPE OF WORK

This scope of work describes a Supplemental Environmental Project that is a part of the attached Consent Agreement and Final Order issued as part of Docket No. CWA 01-2009-0075.

The City of Gardner Engineering Department will oversee this program to promote the use of rainwater harvesting systems designed to capture runoff from rooftops and store the water for non-potable uses, such as lawn and garden watering. This program is intended to (i) reduce pollutant transport through infiltration; (ii) conserve water by reduction in the use of water from the City's drinking water system by replacing it with rainwater, where appropriate; and (iii) reduce the amount of chemicals and energy used to treat potable water.

As detailed below, as part of the SEP the City will fund the purchase and distribution of approximately 160 rainwater harvesting systems. The City proposes a multi-phased approach intended to educate and attract public participation in the Project.

SCHEDULE AND ESTIMATED COSTS

Phase I: Publicity and Pre-Registration

Beginning no later than September 15, 2010, the Gardner Engineering Department will undertake a publicity and public education campaign to promote awareness of rainwater harvesting systems and encourage resident participation in the City's program. Publicity and public education efforts will include the mailing of a brochure to all residents, placement of a Power Point presentation on local public access television, and providing information on the City website promoting the benefits of rainwater harvesting and the details of the systems to be made available through the program.

In order to maximize participation through this publicity and education effort, City staff will offer a pre-registration form for a rainwater harvesting system at booths located at the City's 225 Birthday celebration on September 25 & 26, at City Hall and through the City's web site. The pre-registration effort will be used to insure that only City property owners are offered systems and to provide information to allow the City to follow up with participants. Based on the pre-registration response, if necessary, the City will additionally publicize by placing a notice in the local newspaper and locating flyers in public places such as the library, and schools.

The City estimates it will cost approximately \$2,000 for printing, mailing advertisements and staff time to develop publicity and educational materials, develop and maintain paper and electronic pre-registration databases, and develop web materials.

Phase I Net Cost.....\$2,000

Phase II: Purchase

By no later than March 1, 2011 the City will purchase approximately 160 rainwater harvesting systems through its Fiscal 2011 budget, following Massachusetts required 30b procurement practices. Engineering will purchase the systems from one of three vendors solicited for quotations. Each vendor provides systems utilizing recycled 50 or 55-gallon drums formerly used for food storage. The systems include one spigot, barrel modification, drop-in basket screen and down-spout adapter. The costs for the system will be (i) \$60 per barrel system and approximately \$2,200 for delivery of 160 systems.

Phase II Net Cost \$11,800

Phase III: Distribution

The City will receive and store the systems at their recycling center with the intent of allowing applicants to pick them up between April 1, 2011 through at least October 31, 2011; the City will attempt to distribute all 160 systems. The Engineering Department will directly contact those residents who pre-registered for a system.

Organizing and staffing a distribution drive on a Saturday and Sunday morning will require overtime pay at \$25 per hour for at least two staff members for an approximate total of \$400 in additional staff costs. Publicizing the distribution of the systems will require approximately \$250 for staff time to develop additional materials and to contact pre-registered residents.

Phase III Net Cost \$650

Phase IV: Further Efforts to Advertise and Distribute

In the event all 160 barrel systems are not distributed by April 30, 2011, beginning March 15, 2012, the Engineering Department will re-publicize the availability of the barrels using the same methods of Phase I above, highlighting the positive experiences and testimonials of those residents who participated in the program.

Phase IV Net Cost \$500

Phase V: Further Efforts to Distribute

From March 15, 2012 to October 31, 2012, the City will use best efforts to distribute rainwater harvesting systems to Gardner residents, businesses, educational institutions and non-profit entities and continue using best efforts until all systems are distributed or until October 31, 2012, whichever occurs sooner.

Phase VI : Distribution of Remaining Systems

If by November 1, 2012, despite Respondent's best efforts to distribute all 160 rainwater harvesting systems to Gardner residents, businesses, educational institutions and non-profit entities, rainwater harvesting systems remain undistributed, the City will use the remainder on City buildings to the extent practicable. If rainwater harvesting systems still remain, the Respondent shall donate the remainder to a non-profit environmental organization that is based in Gardner or in a neighboring municipality and is approved by EPA. The City will complete this phase by November 30, 2012.

Estimated Cost for Project (excluding potential costs of Phases IV, V, and VI)\$14,450

In the Matter of: City of Gardner, Massachusetts
Docket No. CWA 01-2009-0075

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order was sent to the following persons, in the manner specified on the date below:

Copy hand-delivered:

Wanda Rivera
Regional Hearing Clerk
U.S. EPA, Region I
5 Post Office Square, Suite 100
Mail Code ORA17-1
Boston, Massachusetts 02109-3912

Copy by certified mail, return receipt requested:

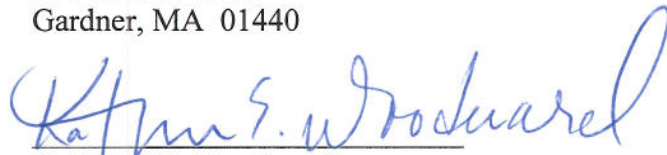
Mark P. Hawke, Mayor
City of Gardner
City Hall, Room 125
95 Pleasant St.
Gardner, Massachusetts 01140

Copy by first-class mail to:

Martin Suuberg, Regional Director
Massachusetts Department of Environmental .
Protection
Central Regional Office
627 Main Street
Worcester, Massachusetts 01608

John Flick, City Solicitor
City of Gardner
Law Department
307 Central Street
Gardner, MA 01440

Dated: September 23, 2010



Kathleen E. Woodward
Senior Enforcement Counsel
Office of Environmental Stewardship (SEL)
U.S. Environmental Protection Agency
Region I
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Mail Code OES4-2
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(617) 918-1780