

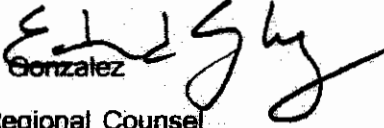
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2012 SEP - 6 P 3:14 PM
REGIONAL HEARING
CLERK

DATE: September 6, 2012

SUBJECT: PUERTO RICO AQUEDUCT AND SEWER AUTHORITY
P.O. Box 7066
San Juan, Puerto Rico 00916

Docket No. CWA-02-2012-3451

FROM: Eduardo J. Gonzalez 
Assistant Regional Counsel

TO: Karen Maples
Regional Hearing Clerk

Attached for filing, please find a foregoing fully executed Consent Agreement and Final Order bearing the above referenced docket number.

If you have any questions, please contact me at 637-3223.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of:

**PUERTO RICO AQUEDUCT AND SEWER
AUTHORITY**

P.O. Box 7066
San Juan, Puerto Rico 00916

RESPONDENT

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

**CONSENT AGREEMENT
AND FINAL ORDER**

**DOCKET NUMBER
CWA-02-2012-3451**

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG.II
2012 SEP -6 P 3:46
REGIONAL HEARING
CLERK

I. PRELIMINARY STATEMENT

1. This is a civil administrative proceeding for the assessment of a civil penalty instituted pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. § 1319(g).
2. The following Findings of Fact are made and Order issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by the Act, as amended, 33 U.S.C. § 1251 *et. seq.*, and in particular Section 309(g) of the Act, 33 U.S.C. § 1319(g). This authority has been duly delegated by the Administrator to the Regional Administrator of Region 2 of EPA, which authority has been duly delegated to the undersigned Director of the Caribbean Environmental Protection (CEPD) of Region 2 of EPA.
3. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Act, 33 U.S.C. §1319(g); and 40 C.F.R. §22.13(b) of the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" (CROP), which set 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).

**In the Matter of Puerto Rico Aqueduct and Sewer Authority
Consent Agreement and Final Order
Docket Number CWA-02-2012-3451**

Page 1 of 17

II. FINDINGS OF FACT

1. Puerto Rico Aqueduct and Sewer Authority ("PRASA" or "Respondent") is a public corporation.
2. Respondent is a person pursuant to Section 502(5) of the CWA, 33 U.S.C. § 1362(5).
3. At all times relevant to this Consent Agreement and Final Order (CA/FO), PRASA owned the Río Blanco Offstream Reservoir Construction Project (Project) located at State Road 191, Barrio Río Blanco, Naguabo, Puerto Rico 00744.
4. At all times relevant to this CA/FO, PRASA had operational control over the Project's construction plans and specifications, and the ability to make modifications to those plans and specifications.
5. The Project was and is, at all relevant times, a "point source," which "discharges pollutants" into waters of the United States known as "Río Blanco," all within the respective definitions established in Section 502(14) of the Act, 33 U.S.C. § 1362(14).
6. Respondent is therefore subject to the provisions of the Act, 33 U.S.C. § 1251 et seq.
7. On November 16, 1990, the Administrator of EPA promulgated storm water permit application regulations. The regulations require Respondent to apply for and obtain a National Pollutant Discharge Elimination System (NPDES) permit for its storm water discharges associated with industrial activity from the Project into waters of the United States. The regulation applicable to Respondent and its Project are codified in 40 C.F.R. §§ 122.21, 122.26 and 122.28.
8. Between March 1, 2007 and October 15, 2008 Respondent discharged storm water associated with industrial activity from its Project into Río Blanco without a NPDES permit.
9. On October 9, 2008, an EPA authorized enforcement officer performed an Inspection of the Project.
10. Based on the findings of the Inspection and other investigation performed by EPA officials, on October 23, 2008, EPA issued an Administrative Compliance Order (ACO), Docket Number CWA-02-2009-3106, against PRASA and its general contractor.

11. Upon issuance of the ACO, the parties engaged in numerous discussions about the construction activities at the Project, and the development and implementation of storm water pollution prevention activities and best management practices to bring the Project into compliance with the Act.
12. On December 24, 2008, the parties entered into an Administrative Compliance Order on Consent (AOC), Docket Number CWA-02-2009-3106. Among others, the AOC required PRASA, *inter alia*, to file a complete and accurate Notice of Intent (NOI) pursuant to Part 2.1 of the 2008 NPDES General Permit for Stormwater Discharges from Large and Small Construction Sites (2008 CGP), issued by EPA on June 30, 2008.
13. On February 13, 2009, PRASA submitted a NOI seeking coverage under the 2008 CGP.
14. On February 20, 2009, EPA granted PRASA coverage for its Project under the 2008 CGP.

III. CONCLUSIONS OF LAW AND JURISDICTION

15. Pursuant to Sections 301(a) and 402(p) of the CWA, and the National Pollutant Discharge Elimination System regulations codified in 40 CFR §§ 122.21, 122.26, and 122.28, PRASA was required to apply for a NPDES storm water permit for the Project. PRASA's failure to apply for a NPDES storm water permit for its Project constitutes a violation of Section 301(a) and 402(p) of the Act, 33 U.S.C. § 1311(a).
16. EPA has jurisdiction over the subject matter of this action, pursuant to Section 309 of the Act, 33 U.S.C. § 1319, and over the Respondent.

IV. CONSENT AGREEMENT

17. Paragraphs 1 through 16 are re-alleged and incorporated herein by reference.
18. EPA and Respondent agree that it is in the public interest to resolve the issues alleged in this Consent Agreement without further litigation and the expense and effort that litigation entails.
19. Based upon the foregoing and pursuant to Section 309(g) of the Act, 33 U.S.C. § 1319(g), and the CROP, it is hereby agreed by and between EPA and Respondent, and Respondent voluntarily and knowingly agrees as follows:

V. TERMS OF SETTLEMENT

20. For the purpose of this proceeding, Respondent:
- a. Admits the jurisdictional allegations of this CA/FO;
 - b. Neither admits or denies the factual allegations contained herein;
 - c. Waives its right to contest the allegations, a judicial or administrative hearing, or to appeal this CA/FO; and,
 - d. Consents to the payment of the civil penalty in the amount of *FIVE THOUSAND DOLLARS (\$5,000.00)*, as stated in Paragraph 21 below.

VI. PAYMENT OF CIVIL PENALTY

21. Respondent shall pay a civil penalty in the amount of *Five thousand dollars (\$5,000.00)* to the "Treasurer of the United States of America."
22. The check (cashier's or certified check only) shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Payment methods are described below:

CHECK PAYMENTS:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

WIRE TRANSFERS:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency."

OVERNIGHT MAIL:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
ATTN Box 979077
St. Louis, MO 63101
Contact: Natalie Pearson
314-418-4087

ACH (also known as REX or remittance express)

Automated Clearinghouse (ACH) for receiving US currency
PNC Bank
808 17th Street, NW
Washington, DC 20074
Contact – Jesse White 301-887-6548
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

ON LINE PAYMENT:

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

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

Eduardo J. González, Esq.
Acting Chief
Water and General Law Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007

and

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

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

23. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
24. 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.
25. In addition, pursuant to Section 309(g)(9) of the Act, 33 U.S.C. § 1319(g)(9), if payment is not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties, which are unpaid as of the beginning of such quarter. You also may be required to pay attorneys fees and costs for collection proceedings in connection with nonpayment.
26. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from Respondent’s federal or Commonwealth of Puerto Rico taxes.

VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

27. Respondent shall complete the following Supplemental Environmental Project (SEP), which the Parties agree is intended to secure significant public health and environmental protection:
 - a. Respondent shall purchase, install, operate, and maintain Remote Monitoring Equipments (RME) at seven (7) sanitary sewer pump stations (PS) known as: José Mercado I PS, José Mercado II PS, La Serranía PS, Estancias del Lago PS, and Reina de los Ángeles PS located in Caguas, Puerto Rico; Cidra II PS located in Cayey, Puerto Rico; and Las Gaviotas PS located in Fajardo, Puerto Rico.
 - b. The objective of the RME is to allow Respondent to continuously monitor the abovementioned pump stations which will result in the reduction of raw sewage discharges into tributaries of Carraízo Reservoir, La Plata River, and

Fajardo River.

- i. Operation and maintenance of the RME will allow PRASA's personnel to respond in a timely manner and to identify PS malfunctions.
- ii. Minimization and reduction of sewage overflows will reduce the adverse impact and overall risk to public health and will enhance, restore and protect the condition of the ecosystem of the Carraízo Reservoir, La Plata River, and Fajardo River.

28. **Within thirty (30) calendar days from the effective date of this CA/FO,** Respondent shall submit a Work Plan to accomplish the SEP stated in Paragraph 27 above, which includes, at a minimum:

- a. A detailed description and schedule for all activities required to fulfill the Work Plan, such that the SEP is completed by no later than November 15, 2013.
- b. The SEP implementation schedule shall include timeframes for procurement, purchase, installation, commencement of operation, maintenance, Quarterly SEP Progress Reports and Final SEP Completion Report.
- c. Respondent may consult with EPA while developing the Work Plan, to ensure timely submission of an approvable Work Plan, including submittal of drafts of the Work Plan to EPA for EPA's review and comments.
- d. If EPA approves the Work Plan required by Paragraph 28.a above, EPA shall provide written notice of the Work Plan approval.
- e. If EPA approves the Work Plan required by Paragraph 28.a above, the EPA-approved Work Plan shall be incorporated by this reference into this CA/FO and shall be binding and enforceable.
- f. In the event that EPA disapproves the Work Plan, in whole or in part, within twenty (20) calendar days of receipt of EPA's disapproval, Respondent shall revise and re-submit such work plan for EPA review and approval.
- g. Upon re-submission of the Work Plan, EPA will review it and will inform Respondent, in writing, of EPA's approval, modification and approval, or disapproval of the re-submitted Work Plan, in whole or in part, and the specific grounds for any disapproval.

- h. If EPA elects to request modifications of the resubmitted Work Plan, EPA will permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within twenty (20) calendar days of receipt of such notification. EPA and Respondent shall have an additional twenty (20) calendar days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the Work Plan. If agreement cannot be reached on any such issue within this twenty (20) calendar day period, EPA shall provide a written statement of its decision on the adequacy of the Work Plan, which decision shall be final and binding upon Respondent.
 - i. Respondent shall begin implementation of the Work Plan within seven (7) calendar days of receipt of EPA's approval of the Work Plan.
 - j. The SEP as described in Paragraph 27, above, shall be achieved in accordance with this CA/FO and the final EPA approved Work Plan.
 - k. The SEP shall be completed no later than November 15, 2013.
29. In the event that either of the parties proposes a change to the SEP and/or final EPA approved Work Plan, Respondent shall submit for EPA approval, modification and approval, or disapproval, a modified Work Plan incorporating such proposed changes following the procedures in Paragraphs 28.a to 28.k above.
30. **SEP Cost:** The total expenditure for the SEP, at cost to the Respondent, shall be not less than FORTY NINE THOUSAND DOLLARS (\$49,000.00). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
31. **Quarterly SEP Progress Reports:** Respondent shall submit Quarterly SEP Progress reports by the 15th day of the following month with the actions taken as of the date of the Progress Report concerning the milestones and activities performed towards meeting the Work Plan and SEP activities in this CA/FO. The first Report is due on July 15, 2012.
32. **Certification:** Respondent hereby certifies that, as of the date of this CA/FO, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent or Third Party (if applicable) required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

33. **SEP Completion Report:** Respondent shall submit a SEP Completion Report to EPA within sixty (60) calendar days after the completion of all activities that are part of the Work Plan. The SEP Completion Report shall contain the following information:
- a. a detailed description of the SEP as implemented;
 - b. color photographs of the RMEs installed at each PS;
 - c. a description of any procurement, purchase, installation, operation and maintenance problems encountered and the solutions thereto;
 - d. itemized costs - 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;
 - e. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO and Work Plan: and
 - f. description of the environmental, ecological and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
34. In all documents or reports, including, without limitation, any SEP Status Reports, submitted to EPA pursuant to this CA/FO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and complete by signing the following statement:

"I hereby 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."

35. **Periodic Reports/Submissions:** Respondent shall submit any additional reports or information required by the Work Plan to EPA in accordance with the schedule and requirements recited therein.
36. 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 CA/FO for a term of five (5) years after the implementation of the SEP and shall provide the documentation of any such underlying research and data to EPA not more than ten (10) working days after a request for such information.
37. **Public Statements:** 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." "Este proyecto fue realizado como parte de un acuerdo legal con relación a una acción de cumplimiento por violaciones a la Ley Federal de Agua Limpia presentada por la Agencia Federal de Protección Ambiental de los Estados Unidos."
38. **EPA's Acceptance of SEP Completion Report:**
- a. After receipt of the SEP Completion Report described in Paragraph 33 above, EPA will notify Respondent, in writing, regarding: (i) any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) calendar days for Respondent to correct any deficiencies; or, (ii) indicate that EPA concludes that the SEP has been completed satisfactorily; or, (iii) determine that the SEP has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 39 below.
 - b. If EPA elects to exercise option (i) above, i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this Paragraph within ten (10) calendar days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) calendar days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be reasonable and final and binding upon Respondent. Respondent agrees to comply with any requirements

imposed by EPA as a result of any failure to comply with the terms of this CA/FO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent.

39. **Stipulated Penalties:**

- 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 Paragraph 27 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 30 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
- 1) If Respondent timely submits a Work Plan but the Work Plan fails to satisfy EPA requirements as detailed in Paragraph 33 above, EPA shall provide written notice of the disapproval and the SEP shall not be performed and Respondent shall pay a stipulated penalty in the amount of FORTY FIVE THOUSAND DOLLARS (\$45,000.00).
 - 2) For failure to submit an EPA-approvable Work Plan by its due date in accordance with Paragraph 33 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the Work Plan was due until it is submitted.
 - 3) If the SEP is satisfactorily completed in accordance with Paragraph 27 above but Respondent expends less than the agreed \$49,000.00 for the SEP project, Respondent shall pay a stipulated penalty equal to the difference between the amount of eligible SEP costs incurred by the Respondent and FORTY NINETHOUSAND DOLLARS (\$49,000.00).00.
 - 4) If the SEP is not completed in accordance with Paragraph 28 but:
(a) Respondent certifies, with supporting documentation, the amount of eligible costs expended on the SEP, and (b) EPA determines that the Respondent made good faith and timely efforts to complete the project, then, Respondent shall pay a stipulated penalty that is the difference between the eligible SEP costs incurred by Respondent and FORTY NINE THOUSAND DOLLARS (\$49,000.00).00. If Respondent documents that it, together with the third party (if applicable), did all that they could to ensure timely completion of the SEP but the SEP is not timely completed because of action, or inaction, on the part of the state government or a court, then it shall be deemed that the Respondent made good

faith and timely efforts to complete the SEP project.

- 5) If Respondent halts or abandons work on the SEP as described in Paragraph 16(a) above and after the Work Plan has been approved by EPA, prior to its completion, Respondent shall pay a stipulated penalty of FORTY FIVE THOUSAND DOLLARS (\$45,000.00).
 - 6) For failure to submit the SEP Completion Report required by Paragraph 33 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was due until the report is submitted.
 - 7) For failure to submit any other report required by Paragraph 35 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day after the report was originally due until the report is submitted.
- 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. Respondent shall pay stipulated penalties within thirty (30) days after receipt of written demand by EPA for such penalties. Payment of stipulated penalties shall be made payable to the "Treasurer of the United States of America." Such check shall be mailed to:

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

The checks shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

A copy of the check and any transmittal letter shall be sent to each of the following:

José A. Rivera
Senior Environmental Engineer
Multimedia Permits and Compliance Branch
Caribbean Environmental Protection Division
United States Environmental Protection Agency, Region 2
City View Plaza II - Suite 7000
#48 Road 165, Km. 1.2,
Guaynabo, Puerto Rico 00968-8069

and

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

Interest and late charges on stipulated penalties shall be paid as stated in Section VI above.

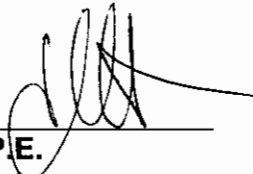
VIII. GENERAL PROVISIONS

40. The provisions of this CA/FO shall be binding upon Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns, including but not limited to, subsequent purchasers. No transfer of ownership or operation shall relieve Respondent of its obligation to comply with this CA/FO.
41. The Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Director or the Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.
42. Except for the specific violations alleged herein, nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of 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.

43. This CA/FO 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.
44. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to the CWA for the violations by the Respondent alleged herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.
45. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.
46. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CA/FO.

Remainder of Page Left Blank Intentionally

For Respondent: Puerto Rico Aqueduct and Sewer Authority hereby consents to the issuance of the ORDER and agrees to be bound thereby.

BY: 
JOSE F. ORTIZ, P.E.
Executive President
Puerto Rico Aqueduct and Sewer Authority
P. O. Box 7066
San Juan, Puerto Rico 00916

DATE: 20 de abril de 2012

For the Complainant, the United States Environmental Protection Agency:

BY: 
Jose C. Font

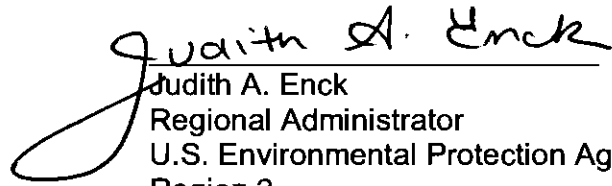
Acting Director
Caribbean Environmental Protection Division
U.S. Environmental Protection Agency, Region 2
City View Plaza II - Suite 7000
#48 Road 165, Km. 1.2,
Guaynabo, Puerto Rico 00968-8069

DATE: August 3, 2012

VII. FINAL ORDER

The Regional Administrator of the United States 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, United States Environmental Protection Agency, Region 2, New York, New York.

DATED: 9-4-12



Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency
Region 2
290 Broadway, Floor 26
New York, NY 10007-1866