

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
Region 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY  
2011 JUL -5 A 11:43  
GENERAL HEARING  
CLERK

In the Matter of:

**MUNICIPALITY OF AGUAS BUENAS**  
P. O. Box 128  
Aguas Buenas, Puerto Rico 00703

**RESPONDENT**

Proceeding pursuant to Section 309(g)(2)(B) of  
the Clean Water Act, 33 U.S.C. § 1319(g)

**CONSENT AGREEMENT  
AND  
FINAL ORDER**

**DOCKET NUMBER  
CWA-02-2010-3455**

**CONSENT AGREEMENT AND ORDER**

Complainant, the United States Environmental Protection Agency ("EPA"),  
having issued the Complaint herein on September 24, 2010, against Respondent  
Municipality of Aguas Buenas ("Respondent"), and

Complainant and Respondent having agreed that settlement of this matter is in  
the public interest, and that entry of this Consent Agreement and Final Order ("CA/FO")  
without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings,  
without adjudication of any issue of fact or law, and upon consent and agreement of  
the Parties, it is hereby agreed, and ordered as follows:

**I. PRELIMINARY STATEMENT**

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant  
to Section 309 of the Clean Water Act, 33 U.S.C. § 1319.
2. The Complaint alleges that Respondent violated Sections 301 and 402 of the  
Act, 33U.S.C. §§ 1311 and 1342, by failing to prepare, implement and  
enforce the Storm Water Management Program (SWMP) required by the  
NPDES General Permit for Discharges from Small MS4s for systems located  
in the Commonwealth of Puerto Rico (the "Small MS4 Permit") and by failing  
to submit a copy of the SWMP to EPA by the May 18, 2008 deadline as

required by the Administrative Compliance Order CWA-02-2008-3110 ("Compliance Order" or "Order"), dated February 6, 2008.

3. EPA notified the Commonwealth of Puerto Rico regarding this action and offered an opportunity for the Commonwealth of Puerto Rico to confer with EPA on the proposed penalty assessment, pursuant to 40 C.F.R. Part 22.
4. This action was public noticed. No public comment was received.
5. On December 14, 2010, Respondent filed an answer to the Complaint, denying certain facts, admitting others, raising affirmative defenses and requesting a hearing in this matter.
6. This CA/FO shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns, including, but not limited to, subsequent purchasers.
7. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue, and, without admitting or denying the factual or legal allegations contained in the Complaint, consents to the terms of this CA/FO.
8. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint.

## **II. TERMS OF SETTLEMENT**

9. Pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g), the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project (SEP) with a total expenditure of not less than ONE HUNDRED SIXTY THREE THOUSAND NINE HUNDRED SEVENTY SIX DOLLARS (\$163,976.00), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of TEN THOUSAND (\$10,000.00) DOLLARS. Respondent shall pay this civil penalty in accordance with paragraphs 11-12 of this Consent Agreement.
10. For purposes of settlement, Respondent consents to the issuance of this Consent Agreement and consents to the payment of the civil penalty cited in the foregoing Paragraph and consents to the performance of the SEP.

## II. A. Penalty

11. No later than sixty (60) days after the date signature on the Final Order (at the end of this document), Respondent shall pay an initial penalty of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).
12. Thereafter, Respondent shall make 3 payments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) each, in accordance with the following schedule:
  - a. the first of the 3 payments no later than the last day in the 5<sup>th</sup> month following the Effective Date;
  - b. the second of the 3 payments no later than the last day of the 8<sup>th</sup> month following the Effective Date; and
  - c. the third and final payment no later than the last day of the 11<sup>th</sup> month following the Effective Date.
13. Respondent shall pay the penalty of TEN THOUSAND DOLLARS (\$10,000.00) by cashiers' or certified checks, payable to the "Treasurer of the United States of America" or by wire transfers.
14. Respondent shall clearly identify, with either form of payment, the name and docket number of this case, set forth in the caption on the first page of this document.
  - a. Respondent shall mail the checks to:

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

**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.

- b. Alternatively, Respondent shall make wire transfers to:

**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."

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

Yolianne Maclay  
Environmental Engineer  
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104,

Héctor L. Vélez Cruz, Esq.  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
1492 Ponce de León Ave., Suite 417  
San Juan, PR 00907-4127  
Fax number: (787) 729-7748,

and

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

Payments must be received at the above address as specified in paragraphs 11-12, above.

- c. Failure to pay the penalty in full according to the above provisions will result in a referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.
  - d. 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.
  - e. In addition, pursuant to Section 309(g)(9) of the Clean Water 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.
  - f. Respondent also may be required to pay attorneys fees and costs for collection proceedings in connection with nonpayment.
15. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondents' federal or state taxes.

## **II. B. Supplemental Environmental Project**

16. Respondent shall complete the following SEP, which the Parties agree is intended to secure significant environmental and public health protection and improvement:
- a. As part of this project Respondent shall acquire a septic tank vacuum truck and during one (1) year will provide septic tank emptying service for two hundred ninety six (296) housing units located in Cagüitas Centro Ward, Las Parcelas Section, a low income and disadvantaged community in Aguas Buenas, Puerto Rico (see more details in the *SEP Proposal* attached hereto as Exhibit A and incorporated herein by reference).

The purpose of this pollution reduction project is to eliminate the adverse impacts to public health and the environment caused by the illegal discharge of pollutants (sewage) from the residential units' septic tanks into the municipal storm sewer system reaching waters of the United States.

- b. **Within thirty (30) days from the effective date of this CA/FO,** Respondent shall submit a Work Plan to accomplish the SEP stated in Paragraph 16.a. above, which includes, at a minimum:
- i. no later than ninety (90) days of the effective date of this CA/FO, Respondent shall purchase the septic tank vacuum truck, (a 1000 Gallon Tank, Masport Air Cooled Pump, PTO Driven 2010 Ford F-550, 6.4 Liter Turbo Diesel 6 Speed Manual Transmission), an estimate price of \$118,000.00;
  - ii. planning (including operation and maintenance activities), selection of equipment and technology (the septic tank vacuum truck) and design methodology for septic tank emptying service; and
  - iii. schedule for all activities required to fulfill the Work Plan such that all activities are completed including submission of the SEP Completion Report by no later than December 1, 2012.

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. EPA shall cooperate with Respondent in this consultation process providing input and recommendations to assist Respondent in achieving a Work Plan that is reasonably acceptable to EPA.

- c. If EPA approves the Work Plan required by Paragraph 16.b. above, EPA shall provide written notice of the Work Plan approval.
- d. If EPA approves the Work Plan required by Paragraph 16.b. above, the EPA- approved Work Plan shall be incorporated by this reference into this Compliance Agreement and Final Order and shall be binding and enforceable.
- e. 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.
- f. 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.

- g. 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.
  - h. Stipulated penalties shall be payable to the United States in the amount of two hundred (\$200.00) dollars per day for failure to submit an adequate Work Plan as stated in paragraph 16.b above, beginning on the date that Respondent receives EPA's disapproval, in writing, of the resubmitted Work Plan.
  - i. Respondent shall begin implementation of the Work Plan within twenty (20) calendar days of receipt of EPA's approval of the Work Plan.
  - j. The SEP as described in Paragraph 16.a 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 December 1, 2012.
17. 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 16. b-i above.
18. **Federal Tax:** 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.
19. **SEP Cost:** The total expenditure for the SEP, at cost to the Respondent, shall be not less than ONE HUNDRED SIXTY THREE THOUSAND NINE HUNDRED SEVENTY SIX DOLLARS (\$163,976.00). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
20. **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.

21. **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. a map of the SEP as implemented;
  - c. a description of any operating 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. the SEP shall be completed no later than December 1, 2012;
  - f. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO and Work Plan: and
  - g. 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).
22. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, 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."

23. **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.
24. 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 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.
25. **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."
26. **EPA's Acceptance of SEP Completion Report:**
  - a. After receipt of the SEP Completion Report described in Paragraph 21 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) days for Respondent to correct any deficiencies; or, (ii) indicate that EPA concludes that the project has been completed satisfactorily; or, (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 25 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) days of receipt of such notification. EPA and Respondent 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 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 to EPA in accordance with Paragraph 27 below.

27. **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 16 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 19 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
  - i. If Respondent timely submits a Work Plan but the Work Plan fails to satisfy EPA requirements as detailed in Paragraph 16.b 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 \$163,976.00.
  - ii. For failure to submit an EPA-approvable Work Plan by its due date in accordance with Paragraph 16 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.
  - iii. If the SEP is satisfactorily completed in accordance with Paragraph 16 above but Respondent expends less than the agreed \$163,976.00 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 \$163,976.00.
  - iv. If the SEP is not completed in accordance with Paragraph 16 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 \$163,976.00. 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.

- v. 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 \$200 and shall also pay the difference of eligible costs incurred and \$163,976.00.
  - vi. For failure to submit the SEP Completion Report required by Paragraph 21 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.
  - vii. For failure to submit any other report required by Paragraph 23 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:

Yolianne Maclay  
Environmental Engineer  
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104,

and

Regional Hearing Clerk  
U.S. EPA, Region 2  
290 Broadway, 16<sup>th</sup> floor  
New York, New York 10007.

Interest and late charges on stipulated penalties shall be paid as stated in Paragraph 14 above.

### **II. C. General Provisions**

28. Respondent shall submit all notices and reports required by this CA/FO Order by first class mail to:

Yolianne Maclay  
Environmental Engineer  
Multimedia, Permits and Compliance Branch  
Caribbean Environmental Protection Agency  
U.S. Environmental Protection Agency Region 2  
1492 Ponce de León Ave. – 4<sup>th</sup> Floor  
San Juan, PR 00907-4127  
Fax number: (787) 289-7104.

29. 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.
30. 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.

31. This CA/FO shall not relieve Respondent 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 equipment or technology installed by Respondent, if any, in connection with the SEP undertaken pursuant to this Agreement.

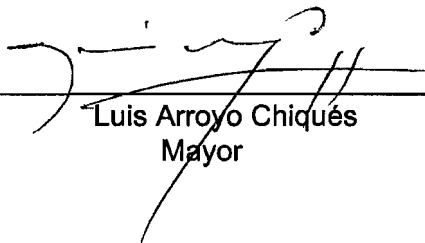
32. **Force Majeure:**

- a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify Complainant in writing not more than 10 days after the delay or Respondent's 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 Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent 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 constitute a waiver of the Respondent's 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 Respondent, 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 the 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 the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused and stipulated penalties, if applicable, will be imposed.
- d. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. 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.

33. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to the Clean Water Act for the violations alleged in the Complaint. 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.
29. 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.
30. Each party shall bear its own costs and attorney fees in connection with the action resolved by this CA/FO.

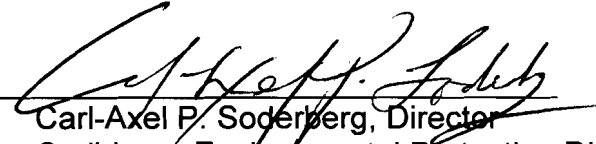
**RESPONDENT MUNICIPALITY OF AGUAS BUENAS:**

BY:   
Luis Arroyo Chiqués  
Mayor

DATE: 24/6/11

**COMPLAINANT:**

BY:



Carl-Axel P. Soderberg, Director  
Caribbean Environmental Protection Division  
U.S. Environmental Protection Agency - Region 2  
Centra Europa Building, Suite 417  
1492 Ponce de León Avenue  
San Juan, Puerto Rico 0090

DATE:

VI/23/11

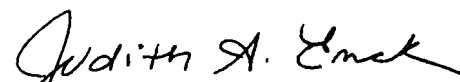


### III. FINAL ORDER

The Regional Administrator of 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, NY.

JUN 30 2011

          
Date



          
Judith A. Enck  
Regional Administrator  
United States Environmental  
Protection Agency-Region 2  
290 Broadway  
New York, NY 10007-1866

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

In the Matter of:

**MUNICIPALITY OF AGUAS BUENAS**  
**RESPONDENT**

**CONSENT AGREEMENT**  
**AND**  
**FINAL ORDER**

**DOCKET NUMBER CWA-02-2010-3455**

**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the foregoing **Consent Agreement and Final Order**, dated *6/30<sup>th</sup>*, 2011, and bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and copy by facsimile, **Overnight Mail** to:

**Karen Maples**  
Regional Hearing Clerk  
Region II  
U.S. Environmental Protection Agency  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866  
Fax (212) 637-3202.

Copy by facsimile, **Certified Mail/Return Receipt** to:

Attorney for Respondent:  
**Raúl Negrón-Casasnovas, Esq.**  
P. O. Box 19539  
San Juan, P.R. 00910-1539  
Tel: (787) 721-8220  
Fax: (787) 721-8223  
[rnegron@environlawpr.com](mailto:rnegron@environlawpr.com)

Copy by facsimile, **Overnight Mail** to:

Administrative Law Judge  
**Honorable Barbara A. Gunning**  
Office of Administrative Law Judges  
U.S. Environmental Protection Agency  
1099 14<sup>th</sup> Street, N.W., Suite 350  
Washington, D.C. 20005  
Fax (202) 565-0044.

June 30, 2011  
Date

Ana Modera  
Name