

USEPA – Region II
Regional Hearing Clerk

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of

Puerto Rico Aqueduct and Sewer
Authority,

Respondent.

Docket No. CERCLA-02-2024-2026

CONSENT AGREEMENT AND
FINAL ORDER

PRELIMINARY STATEMENT

1. This Consent Agreement and Final Order (“CAFO”) is issued pursuant to Section 109 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), as amended, 42 U.S.C. § 9609, and Section 325 of the Emergency Planning and Community Right-to-Know Act of 1986 (“EPCRA”), as amended, 42 U.S.C. § 11045. The Complainant in this action is the Director of the Superfund and Emergency Management Division of the United States Environmental Protection Agency, Region 2 (“EPA”), who has been delegated the authority to institute this action. Respondent is Puerto Rico Aqueduct and Sewer Authority (“Respondent”).

2. Pursuant to Section 22.13(b) of the revised Consolidated Rules of Practice, 40 Code of Federal Regulations (“C.F.R.”) § 22.13(b), where parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

3. It has been agreed by the parties that settling this matter by entering into this Consent Agreement, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3), is an appropriate means of resolving specified claims against Respondent without litigation.

STATUTORY AND REGULATORY BACKGROUND

4. Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), requires any person in charge of a facility, as defined under CERCLA, to immediately notify the National Response Center (“NRC”), as soon as he or she has knowledge of any release (other than a federally permitted release) of a hazardous substance from the facility in a quantity equal to or greater than the reportable quantity. The implementing regulations for CERCLA Section 103 requirements are found at 40 C.F.R. Part 302.

5. Section 304(a)(1) of EPCRA, 42 U.S.C. § 11004(a)(1), requires the owner or operator of a facility to immediately provide notice, as described in Section 304(b) of EPCRA, 42 U.S.C. § 11004(b), if a release of an extremely hazardous substance occurs from a facility at which hazardous chemicals are produced, used, or stored and such release requires notice under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a).

6. Section 304(b) of EPCRA, 42 U.S.C. § 11004(b), requires the owner or operator of a facility to give the notice required under Section 304(a) of EPCRA, 42 U.S.C. § 11004(a), immediately after the release, to the community emergency coordinator for the local emergency planning committee (“LEPC”) for any area likely to be affected by the release and to the state emergency response commission (“SERC”) of any state likely to be affected by a release.

7. Section 304(c) of EPCRA, 42 U.S.C. § 11004(c), further requires an owner or operator to provide a written follow-up emergency notice to the LEPC and SERC setting forth and updating the information required under Section 304(b), 42 U.S.C. § 11004(b), as soon as practicable after a release which requires notice under Section 304(a) of EPCRA, 42 U.S.C. § 11004(a).

8. Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), and Section 304 of EPCRA, 42 U.S.C. § 11004, provide a mechanism to alert federal, state, and local agencies that a response action may be necessary to prevent deaths or injuries to emergency responders, facility personnel, and the local community. A delay or failure to notify could seriously hamper the government's response to an emergency and pose serious threats to human health and the environment.

9. The EPCRA Section 304 requirements for emergency notification of chemical releases and written follow-up emergency notices are found at 40 C.F.R. Part 355.

10. Under 40 C.F.R. § 355.42(a), the immediate emergency release notification information and the written follow-up notification required by Section 304(c) of EPCRA, 42 U.S.C. § 11004(c), and 40 C.F.R. § 355.40(b), shall be provided to the community emergency coordinator for the LEPC for any area likely to be affected by the release (if there is no LEPC, notify the relevant local emergency response personnel) and to the SERC of any State likely to be affected by the release.

11. Under 40 C.F.R. § 355.43, the written follow-up emergency notice (or notices, as more information becomes available) required by Section 304(c) of EPCRA, 42 U.S.C. § 11004(c), and 40 C.F.R. § 355.40(b), must be provided as soon as practicable after the release.

12. Section 109(b) of CERCLA, 42 U.S.C. § 9609(b), and Section 325(b)(2) of EPCRA, 42 U.S.C. § 11045(b)(2), provide for the assessment of penalties for violations of Section 103 of CERCLA and Section 304 of EPCRA, respectively.

FINDINGS OF FACT

13. At all times relevant to this Consent Agreement, Respondent was the owner and/or operator of three drinking water filtration facilities, located at: State Road 152, Km. 0.3, El Amparo Sector, Quebradillas Ward, Barranquitas, Puerto Rico (“Barranquitas Facility”); State Road 362, Km. 0.2, San Germán, Puerto Rico (“San Germán Facility”); and PR-827, Km. 5.5, Piña Ward, Toa Alta, Puerto Rico (“Toa Alta Facility”)(collectively, “Facilities”), where, as described below, releases of chlorine or sodium hydroxide occurred.

Barranquitas Facility

14. At approximately 8:50 A.M. on January 28, 2020, a release of chlorine to the environment occurred at the Barranquitas Facility (the “Barranquitas Release”). An employee of Respondent discovered the valve of a chlorine cylinder was jammed open when attempting to change the cylinder. Chlorine gas began to fill the room where the cylinder was housed. Respondent’s employees notified the supervisor of the Barranquitas Facility of the release. Then, at approximately 9:02 A.M., an employee began venting the room with an exhaust fan.

15. Local emergency response agencies observed the chlorine gas plume exiting the Barranquitas Facility and responded immediately. A nearby resident and three of the Respondent’s employees were taken to a local hospital as a result of the Barranquitas Release.

16. On January 29, 2020 at approximately 1:30 P.M., Respondent completed hazardous substance calculations for the Barranquitas Release and determined that 20 pounds of chlorine had been released.

17. On January 29, 2020 at 2:46 P.M., Respondent reported the Release to the National Response Center (“NRC”) indicating a release of 20 pounds of chlorine from the Barranquitas Facility into the atmosphere. This was approximately 18 hours after the Barranquitas Release and one hour and 16 minutes after Respondent completed the calculations for the Barranquitas Release and determined that the amount of chlorine released exceeded the reportable quantity for chlorine.

18. Respondent did not report the Release to the Puerto Rico Department of Natural and Environmental Resources (“PRDNER”), which serves as both the SERC and LEPC within Puerto Rico, pursuant to Section 304(a) EPCRA, 42 U.S.C. § 11004(a)(1).

19. Respondent did not provide written follow-up notice of the Barranquitas Release to PRDNER pursuant to Section 304(c) of EPCRA.

20. By letter dated April 23, 2020, EPA issued an information request letter to Respondent regarding the Barranquitas Release.

21. By letter dated July 18, 2020, Respondent submitted a response to the April 23, 2020 information request letter regarding the Barranquitas Release to EPA.

San Germán Facility

22. At approximately 8:15 A.M on August 1, 2020 a release of chlorine into the environment occurred at the San Germán Facility (“San Germán Release”). While attempting to change a chlorine cylinder, an employee of Respondent received a burn to their hand due to a leak in the cylinder. The employee then vented the room that the cylinder was housed into the area immediately surrounding the San Germán Facility.

23. The employee informed the San Germán Facility supervisor of the release and was subsequently taken to a local hospital to be treated for injuries.

24. Respondent determined that 15-20 pounds of chlorine were released into the environment.

25. At approximately 9:31 A.M. on August 1, 2020 Respondent notified PRDNER, which serves as the SERC and the LEPC, via telephone of the San Germán Release. This was approximately one hour and 16 minutes after the San Germán Release occurred.

26. On August 1, 2020 at 10:11 A.M., Respondent reported the San Germán Release to the NRC indicating a release of 15-20 pounds of chlorine from the San Germán Facility into the atmosphere. This was approximately one hour and 56 minutes after the San Germán Release occurred.

27. Respondent did not provide subsequent written follow-up notice to the SERC and LEPC pursuant to Section 304(c) of EPCRA, 42 U.S.C. § 11004(c) and 40 C.F.R. §§ 355.40-355.43.

28. By letter dated August 13, 2020, EPA issued an information request letter to Respondent regarding the San Germán Release.

29. By letter dated December 9, 2020, Respondent submitted a response to the August 13, 2020 information request letter regarding the San Germán Release to EPA.

Toa Alta Facility

30. At approximately 8:50 P.M. on January 13, 2021 a release of sodium hydroxide into the environment occurred at the Toa Alta Facility (“Toa Alta Release”). An employee of Respondent was working at a pit where a pump was situated. The line from the pump discharged sodium hydroxide into the Toa Alta Facility’s water treatment plant and then to the nearby Piñas Creek. Respondent’s personnel observed sodium hydroxide in the creek.

31. Toa Alta Facility personnel immediately notified Respondent’s management of the Toa Alta Release. Respondent determined that approximately 2,168 pounds of sodium hydroxide were released from the Toa Alta Facility based upon the amount of time that the pump was on and its flow rate.

32. On January 14, 2021 at 10:10 A.M., Respondent reported the Toa Alta Release to the NRC indicating a release of 2,168 pounds of sodium hydroxide from the Toa Alta Facility into the Piñas Creek. This was approximately 13 hours and 20 minutes after the Toa Alta Release occurred.

33. On January 14, 2021 at 11:52 A.M, Respondent emailed PRDNER, which serves as the SERC and LEPC, and notified it of the Toa Alta Release, approximately 15 hours and two minutes after the Toa Alta Release occurred.

34. Respondent failed to provide subsequent written follow-up notice to the SERC and LEPC as required by EPCRA.

35. By letter dated March 24, 2021, EPA issued an information request letter to Respondent regarding the Toa Alta Release.

36. By letter dated May 17, 2022, Respondent submitted a response to the March 24, 2021 information request letter regarding the Toa Alta Release to EPA.

EPA CONCLUSIONS OF LAW

37. Respondent is, and at all times relevant to this Consent Agreement was, a “person” within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

38. At all times relevant to this Consent Agreement, Respondent was the owner and operator of the Facilities, each of which meets the definition of “facility” as stated in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and Section 329(4) of EPCRA, 42 U.S.C. § 11049(4).

39. At all times relevant to this Consent Agreement, the Facilities consisted of

buildings, equipment, structures, and other stationary items which were located on a single given site or on contiguous or adjacent sites, and which were owned or operated by the same person (or by any person which controlled, is controlled by, or under common control with, such person).

40. At all times relevant to this Consent Agreement, Respondent used or stored chlorine at the Barranquitas and San Germán Facilities.

41. At all times relevant to this Consent Agreement, Respondent used or stored sodium hydroxide at the Toa Alta Facility.

42. Chlorine (CAS# 7782-50-5) is a “hazardous substance” as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and as listed in 40 C.F.R. Part 302, Table 302.4. The reportable quantity for chlorine is 10 pounds, as set forth in 40 C.F.R. Part 302, Table 302.4.

43. Chlorine is an “extremely hazardous substance” as defined in Section 302(a)(2) of EPCRA, 42 U.S.C. § 11002(a)(2), and listed in 40 C.F.R. Part 355, Appendices A and B.

44. Sodium hydroxide (CAS# 1310-73-2) is a “hazardous substance” as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and as listed in 40 C.F.R. Part 302, Table 302.4. The reportable quantity for sodium hydroxide is 1,000 pounds, as set forth in 40 C.F.R. Part 302, Table 302.4.

45. Sodium hydroxide is an “extremely hazardous substance” as defined in Section 302(a)(2) of EPCRA, 42 U.S.C. § 11002(a)(2), and listed in 40 C.F.R. Part 355, Appendices A and B.

46. The Barranquitas Release, San Germán Release, and Toa Alta Release (hereinafter collectively “Releases”) constitute “release(s)” as defined under Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and Section 329(8) of EPCRA, 42 U.S.C. § 11049(8). The Releases were not federally permitted releases, as defined in Section 101(10) of CERCLA, 42 U.S.C. § 9601(10).

47. Respondent had knowledge that the Barranquitas Release was equal to or greater than the reportable quantity of 10 pounds of chlorine at approximately 1:30 P.M. on January 28, 2020.

48. Respondent had knowledge that the San Germán Release was equal to or greater than the reportable quantity of 10 pounds of chlorine at approximately 8:15 A.M. on August 1, 2020.

49. Respondent had knowledge that the Toa Alta Release was equal to or

greater than the reportable quantity of 1,000 pounds of sodium hydroxide at approximately 8:50 P.M. on January 13, 2021.

50. The Releases were ones for which notice was required under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a) and Sections 304(a) through (c) of EPCRA, 42 U.S.C. § 11004(a)-(c).

51. The Releases were likely to affect Puerto Rico.

52. The Release from each Facility was likely to affect its surrounding community (*i.e.*, Barranquitas, San Germán, and Toa Alta, Puerto Rico).

53. At all times relevant to this Consent Agreement, PRDNER was the SERC for Puerto Rico under Section 301(a) of EPCRA, 42 U.S.C. § 11001(a).

54. At all times relevant to this Consent Agreement, PRDNER was the LEPC for Barranquitas, San Germán, and Toa Alta, Puerto Rico under Section 301(c) of EPCRA, 42 U.S.C. § 11001(c).

55. Respondent failed to immediately notify the NRC upon knowledge that the Releases exceeded the reportable quantities for chlorine and sodium hydroxide. Respondent violated the notification requirements of Section 103(a) of CERCLA and its implementing regulations, 42 U.S.C. § 9603(a) and 40 C.F.R. § 302.6, and is therefore subject to the assessment of penalties under Section 109 of CERCLA, 42 U.S.C. § 9609.

56. Respondent failed to immediately notify the LEPC and SERC that the Releases exceeded the reportable quantities for chlorine and sodium hydroxide. Respondent violated the notification requirements of Section 304(a) of EPCRA and its implementing regulations, 42 U.S.C. § 11004(a) and 40 C.F.R §§ 355.40-355.43, and is therefore subject to the assessment of penalties under Section 325(b)(2) of EPCRA, 42 U.S.C. § 11045(b)(2).

57. Respondent failed to provide written follow-up emergency notices regarding the Releases to the LEPC and SERC as soon as practicable after the Releases occurred. Respondent violated the requirements of Section 304(c) of EPCRA and its implementing regulations, 42 U.S.C. § 11004(c) and 40 C.F.R §§ 355.40-355.43, and is therefore subject to the assessment of penalties under Section 325(b)(2) of EPCRA, 42 U.S.C. § 11045(b)(2).

CONSENT AGREEMENT

58. Based upon the foregoing, and pursuant to Section 109 of CERCLA, Section 325 of EPCRA, and the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits” (40 C.F.R. Part 22), Complainant and Respondent hereby agree on the following provisions.

59. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, pursuant to 40 C.F.R. § 22.18(b)(2), Respondent (a) admits the jurisdictional basis for this matter, (b) admits the Findings of Fact set forth above, (c) consents to the assessment of the civil penalty set forth below, (d) consents to the issuance of the attached Final Order, and (e) waives its right to contest the allegations and its right to appeal the attached Final Order.

60. Respondent neither admits nor denies the EPA Conclusions of Law set forth above.

61. Respondent agrees to pay a civil penalty in the amount of \$181,094 (“Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”), as follows: a \$52,819 civil penalty for the CERCLA violations and \$128,275 for the EPCRA violations.

62. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. The portion of the penalty for the CERLCA violations shall be made pursuant to the instructions on the website for payments to the Superfund, and the portion of the penalty for the EPCRA violations shall be made pursuant to the instructions on the website for payment of civil penalties.

63. When making a payment, Respondent shall

- a. Identify every payment with Respondent’s name and the docket number of this Agreement, CERCLA-02-2024-2026,
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Karen Maples, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007
maples.karen@epa.gov.

Walter S.M. Sainsbury
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 2
Office of Regional Counsel
290 Broadway, 17th Floor
New York, NY 10007
sainsbury.walter@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

64. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the Internal Revenue Service (“IRS”) standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed

Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Filing Date.

65. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the IRS for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

66. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

67. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

68. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the IRS annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date of this CAFO, then Respondent, using the same email address identified in the preceding sub-Paragraph, shall further:
 - i. notify EPA’s Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the effective date of this CAFO; and
 - ii. provide EPA’s Cincinnati Finance Center with Respondent’s TIN, via email, within five (5) days of Respondent’s issuance and receipt of the TIN.

General Provisions

69. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full settlement of Respondent’s alleged violations of CERCLA and EPCRA set forth above in the Findings of Fact and EPA Conclusions of Law.

70. This Consent Agreement 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. Except for the alleged violations resolved herein, compliance with this Consent Agreement 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.

71. Respondent’s full compliance with this Consent Agreement shall resolve Respondent’s liability for federal civil penalties for the violation and facts described above in the Findings of Fact and EPA Conclusions of Law. This Consent Agreement shall not affect the right of the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

72. This Consent Agreement and any provision herein is not intended to be an admission of liability in any adjudicatory or administrative proceeding except in an action, suit, or proceeding to enforce this Consent Agreement or any of its terms and conditions.

73. Respondent explicitly waives any right to request a hearing as to the matters addressed herein and/or contest any allegations in this Consent Agreement and explicitly waives any right to appeal the attached Final Order.

74. Each party hereto shall bear its own costs and attorneys' fees in the action resolved by this Consent Agreement.

75. This Consent Agreement shall be binding on Respondent and its successors and assignees.

76. Each of the undersigned representatives to this Consent Agreement certifies that he or she is duly authorized by the party whom he or she represents to enter into the terms and conditions of the Consent Agreement and to bind that party to it.

77. Respondent consents to service upon Respondent by electronic means, including by email, sent to the electronic addresses provided by Respondent in the Acknowledgement of Consent to Electronic Service, which Respondent represents is his or her electronic address for purposes of service, of a copy of this Consent Agreement by any EPA employee, in lieu of service made by the EPA Region 2 Regional Hearing Clerk.

In the Matter of Puerto Rico Aqueduct and Sewer Authority,
Docket Number CERCLA-2024-2026

For Respondent
Puerto Rico Aqueduct and Sewer Authority



Signature

Date: September 26, 2024

Pedro Santiago Rivera
Name (Printed or Typed)

PRASA's Legal Counsel
Title (Printed or Typed)

attystgo@yahoo.com
Email Address (Printed or Typed)

In the Matter of Puerto Rico Aqueduct and Sewer Authority,
Docket Number CERCLA-2024-2026

For Complainant
U.S. Environmental Protection Agency, Region 2

Pat Evangelista, Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 2

Date: _____

In the Matter of Puerto Rico Aqueduct and Sewer Authority,
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FINAL ORDER

As Regional Administrator of the EPA, Region 2, I ratify the foregoing Consent Agreement. The Consent Agreement, entered into by the Complainant and Respondent to this matter, is hereby approved, incorporated herein, and issued as a Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 2, New York, New York.

SO ORDERED.

Lisa F. Garcia
Regional Administrator
U.S. Environmental Protection
Agency – Region 2
290 Broadway
New York, NY 10007-1866

Date: _____

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

REGION 2

Docket No. CERCLA-2024-2026

In the Matter of

Puerto Rico Aqueduct and Sewer Authority,

San Juan, Puerto Rico,

Respondent.

**ACKNOWLEDGEMENT OF CONSENT TO
ELECTRONIC SERVICE**

This is to acknowledge Respondent's consent to service by electronic means, including by email, of the fully executed Consent Agreement and Final Order to the electronic addresses below:

Raquel.matos@acueductospr.com

Maribel.cruz@acueductospr.com

Orlando.rodriguez@acueductospr.com

Respondent represents that the electronic addresses provided above is Respondent's email address for purposes of service.

For Respondent

Puerto Rico Aqueduct and Sewer Authority



Signature

Date: September 26, 2024

Pedro Santiago Rivera

Name (Printed or Typed)

PRASA's Legal Counsel

Title (Printed or Typed)

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

REGION 2

In the Matter of

Puerto Rico Aqueduct and Sewer

Authority,

San Juan, Puerto Rico,

Docket No. CERCLA-02-2024-2026

CERTIFICATE OF SERVICE

This is to certify that I have this day caused (or am causing) to be sent the foregoing fully executed Consent Agreement and Final Order electronically to the respective email addressees below:

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866
Maples.Karen@epa.gov

Dated: _____

New York, New York
