

Table of Contents

I.	INTRODUCTION.....	2
II.	JURISDICTION AND VENUE.....	3
III.	APPLICABILITY.....	3
IV.	OBJECTIVES.....	4
V.	DEFINITIONS.....	4
VI.	REVIEW OF DELIVERABLES/CERTIFICATION OF DELIVERABLES.....	8
VII.	COMPLIANCE REQUIREMENTS.....	10
VIII.	CIVIL PENALTY.....	40
IX.	REPORTING REQUIREMENTS.....	41
X.	STIPULATED PENALTIES.....	43
XI.	FORCE MAJEURE.....	45
XII.	DISPUTE RESOLUTION.....	47
XIII.	INFORMATION COLLECTION AND RETENTION.....	48
XIV.	EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS.....	50
XV.	COSTS.....	51
XVI.	NOTICES.....	51
XVII.	EFFECTIVE DATE.....	52
XVIII.	RETENTION OF JURISDICTION.....	53
XIX.	MODIFICATION.....	53
XX.	TERMINATION.....	53
XXI.	PUBLIC PARTICIPATION.....	54
XXII.	SIGNATORIES/SERVICE.....	54
XXIII.	INTEGRATION.....	54
XXIV.	FINAL JUDGMENT.....	55
XXV.	APPENDICES.....	55

I. INTRODUCTION

A. WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint concurrently with this Consent Decree, alleging that Defendant, the City of Meridian, Mississippi (the “City”), has violated and continues to violate Section 301 of the Clean Water Act (“CWA”), 33 U.S.C. § 1311, and terms and conditions of its National Pollutant Discharge Elimination System (“NPDES”) permit issued under Section 402 of the CWA, 33 U.S.C. § 1342; and seeking injunctive relief and civil penalties pursuant to Sections 309(b) and (d) of the CWA, 33 U.S.C. §§ 1319(b) and (d);

B. WHEREAS, Plaintiff the State of Mississippi, acting through the Mississippi Commission on Environmental Quality and the Mississippi Department of Environmental Quality (“MDEQ”) (collectively, the “State”), joined in the Complaint and seeks injunctive relief and civil penalties for the City’s alleged violations of the Mississippi Air and Water Pollution Control Law, Miss. Code Ann. § 49-17-1, *et seq.* (“MAWPCL”);

C. WHEREAS, the State is also a Plaintiff in this action and is joined as a party under Section 309(e) of the CWA, 33 U.S.C. § 1319(e), which requires the state in which a municipality is located to be joined as a party whenever the municipality is a party to a civil action brought by the United States under Section 309 of the CWA;

D. WHEREAS, the State has been authorized by EPA to administer the NPDES program in Mississippi pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b);

E. WHEREAS, the City is a “municipality” pursuant to Section 502 of the CWA, 33 U.S.C. § 1362;

F. WHEREAS, the City’s Wastewater Collection and Transmission System (“WCTS”) transports wastewater to the City’s two wastewater treatment plants, the Meridian South Wastewater Treatment Plant (“South Plant”) and the Meridian East Wastewater Treatment Plant (“East Plant”);

G. WHEREAS, the South and East Plants are collectively regulated as the Meridian Publicly Owned Treatment Works (“Meridian POTW”) pursuant to NPDES Permit number MS0020117.

H. WHEREAS, the EPA and the State contend, based upon information provided by the City, that the City has had hundreds of unauthorized Sanitary Sewer Overflows (“SSOs”) since February 2013.

I. WHEREAS, the United States and the State contend that these SSOs are violations of the CWA, MAWPCL, and the City's NPDES Permits;

J. WHEREAS, the City does not admit any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint.

K. WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and over the Parties. This Court has supplemental jurisdiction over the state law claims asserted by the State pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and the City conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, the City consents to the Court's jurisdiction over this Decree, over any such action, and over the City and consents to venue in this judicial district.

2. For purposes of this Consent Decree, the City agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 309(b) of the CWA, 33 U.S.C. § 1319(b), and Miss. Code Ann. § 49-17-29 and § 49-17-43.

III. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon the City and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of any portion of the Sewer System, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve the City of its obligation to ensure that the terms of the Decree are implemented. At least thirty (30) Days prior to such transfer, the City shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States and MDEQ, in accordance with Section XVI (Notices). Any attempt to transfer ownership or operation of the Sewer System without complying with this Paragraph constitutes a violation of this Decree.

5. The City shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. The City shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, the City shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. OBJECTIVES

7. The objective of this Consent Decree is for the City to eliminate Sanitary Sewer Overflows, and to achieve and maintain full compliance with the CWA, the MAWPCL, and the NPDES Permits. All plans, measures, reports, construction, maintenance, operational requirements, and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall be designed to eliminate SSOs. The EPA and the State expect the City to certify, when submitting plans under this Consent Decree, that the plans have been designed to remediate the identified causes of SSOs.

V. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA (including, without limitation, those terms defined in Section 502 of the CWA, 33 U.S.C § 1362, and at 40 C.F.R. § 122.2) shall have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Asset Management" is a systematic process of deploying, operating, maintaining, upgrading, and disposing of assets cost-effectively to achieve sustainable infrastructure. It is intended to supplement and not to replace the City's CMOM program.

b. "Building Backup" shall mean a wastewater release or backup into a building that is caused by blockages, flow conditions, or other malfunctions in the Wastewater Collection and Transmission System. A wastewater backup or release that is caused by blockages, flow conditions, or other malfunctions of a Private Lateral is not a Building Backup.

c. "Calendar Quarter" shall mean the three (3)-month periods ending on March 31, June 30, September 30, and December 31.

d. "Calendar Year" shall mean the twelve (12)-month period starting on January 1 and ending on December 31.

e. “Certification” or “certify” when used in this Consent Decree shall require the City to comply with Paragraph 17 of this Consent Decree.

f. “The City” or “Defendant” shall mean the City of Meridian, Mississippi, a municipal corporation, including all of its departments, agencies, instrumentalities such as the Water and Sewer Department, and any successor thereto.

g. “CMOM” or “Capacity, Management, Operations, and Maintenance” shall mean a program of accepted industry practices to properly manage, operate and maintain sanitary wastewater collection, transmission and treatment systems, investigate capacity-constrained areas of these systems, and respond to SSO events.

h. “Complaint” shall mean the complaint filed by the United States and the State in this action.

i. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXV). In the event of a conflict between this document and any appendix, this document shall control.

j. “CWA” shall mean the Clean Water Act, as amended, 33 U.S.C. §§ 1251, *et seq.*

k. “Date of Lodging” shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Southern District of Mississippi.

l. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

m. “Deliverable” shall mean any written document required to be prepared and/or submitted by or on behalf of the City pursuant to this Consent Decree.

n. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

o. “Effective Date” shall have the definition provided in Section XVII.

p. “Force Main” shall mean any pipe which is owned or operated by the City that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure.

q. “Gravity Sewer Line” or “Gravity Sewer” shall mean any pipe which is owned and operated by the City that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.

r. “Infiltration” as defined by 40 C.F.R. § 35.2005(b)(20) shall mean water other than wastewater that enters the WCTS (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes.

s. “Inflow” as defined by 40 C.F.R. § 35.2005(b)(21) shall mean water other than wastewater that enters the WCTS (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.

t. “I/I” shall mean the total quantity of water from Inflow, Infiltration, and rainfall induced Inflow and Infiltration without distinguishing the source.

u. “MAWPCL” shall mean the Mississippi Air and Water Pollution Control Law, Miss. Code Ann. § 49-17-1 *et seq.*

v. “Major Gravity Line” shall mean any of the following:

(1) all Gravity Sewer Lines that are twelve (12) inches in diameter or larger;

(2) all Gravity Sewer Lines that convey wastewater from one pumping station service area to another pumping station service area; and

(3) all Gravity Sewer Lines that have caused or contributed, or that the City knows will likely cause or contribute to capacity-related SSOs.

w. “Month” shall mean one (1) calendar month running from the numbered day to the same numbered day of the following calendar month, regardless of whether the particular month has 28, 29, 30 or 31 days. In the event a triggered event would occur on a day of the month which does not exist (for example, on February 30), then the event shall be due on the first day of the following month (for example, March 1).

x. “MDEQ” shall mean the Mississippi Department of Environmental Quality and the Mississippi Commission on Environmental Quality, collectively, and any successor departments or agencies of the State.

y. “NPDES” shall mean the National Pollutant Discharge Elimination System authorized under Section 402 of the CWA, 33 U.S.C. § 1342.

z. “NPDES Permits” shall mean NPDES Permit number MS0020117 issued to the City pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, for the Meridian POTW and any future extended, modified, or reissued permits.

aa. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.

bb. “Parties” shall mean the United States of America on behalf of EPA, the State acting through MDEQ, and the City.

cc. “Plaintiffs” shall mean the United States of America on behalf of EPA, and the State acting through MDEQ.

dd. “Private Lateral” shall mean that portion of a sanitary sewer conveyance pipe that extends from the wastewater main to the single-family, multi-family, apartment, or other dwelling unit or commercial or industrial structure to which wastewater service is or has been provided. “Private Lateral” is intended to have the same meaning as “building sewer” in Miss. Code of Ordinances § 225-66 (1987).

ee. “Prohibited Bypass” shall mean the intentional diversion of waste streams from any portion of a treatment facility which is prohibited pursuant to the terms set forth at 40 C.F.R. § 122.41(m).

ff. “Public Document Repository” or “PDR” shall mean the City’s website, www.meridianms.org. Computer terminals capable of accessing the PDR shall be available for use by the public at the Meridian-Lauderdale County Public Library.

gg. “Publicly Owned Treatment Works” or “POTW” shall mean a publicly owned treatment works or POTW as defined in 40 C.F.R. § 403.3(q), and includes the WCTS and the WWTPs as defined in this Consent Decree.

hh. “Pump Station” shall mean facilities which are owned or operated by the City comprised of pumps which lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pump station.

ii. “Sanitary Sewer Overflow” or “SSO” shall mean any discharge of wastewater to waters of the United States or the State from the City’s Sewer System through a point source not specified in any NPDES permit, as well as any overflow, spill, or release of wastewater to public or private property from the Sewer System that may not have reached waters of the United States or the State, including all Building Backups.

jj. “SCADA” shall mean supervisory control and data acquisition.

kk. “Section” shall mean a portion of this Decree identified by a Roman numeral.

ll. “Sewerbasin” shall mean the subdivisions of the City’s WCTS containing sewers that are primarily hydraulically linked.

mm. “Sewer Group” shall mean one of the three groups of Sewerbasins identified by the City in the Sewerbasin Prioritization Report.

nn. “Sewer System” shall mean the WCTS and the WWTPs.

oo. “State” shall mean the State of Mississippi, including all of its departments, agencies, and instrumentalities.

pp. “Timely” when applied to the submittal of a Deliverable shall mean submitted no later than the deadline established in this Consent Decree (or in a document approved pursuant to this Consent Decree) and containing all of the elements pertaining to the submittal as set forth in this Consent Decree (or in a document approved pursuant to this Consent Decree). “Timely” when applied to the implementation of any Work shall mean implemented no later than the deadline established in this Consent Decree (or in a document approved pursuant to this Consent Decree) and in accordance with the elements pertaining to such Work as set forth in this Consent Decree (or in a document approved pursuant to this Consent Decree).

qq. “United States” shall mean the United States of America, acting on behalf of EPA.

rr. “Wastewater Collection and Transmission System” or “WCTS” shall mean the municipal wastewater collection, retention and transmission system, including all pipes, Force Mains, Gravity Sewer Lines, Pump Stations, pumps, manholes, and appurtenances thereto, which are owned or operated by the City.

ss. “Wastewater Treatment Plants” or “WWTPs” shall mean devices or systems used in the storage, treatment, recycling, and reclamation of municipal wastewater. For purposes of this Consent Decree, this definition shall include all facilities owned, managed, operated, and maintained by the City, including but not limited to the South Plant and the East Plant, and all components of such sewage treatment plants.

tt. “Work” shall mean all activities the City is required to perform under this Consent Decree.

VI. REVIEW OF DELIVERABLES/CERTIFICATION OF DELIVERABLES

9. **Public Document Repository/ Public Review Requirement.** The City shall post on its website instructions to the public for receiving email notice of all future Deliverables. Prior to the submission of each Deliverable to EPA and MDEQ, the City shall post a copy of the Deliverable in its PDR, provide notice of such action by email to all parties who have requested such email notice, and include notice of such action with water bills that are mailed to system customers. The City shall also send to the PDR notice of the Deliverable to be submitted, a memorandum containing a brief synopsis of the Deliverable, and instructions on how to find the

document on the City's website. The City shall post on its website instructions for submitting comments, and shall allow the public a period of thirty (30) Days to comment on the Sewer Group Rehabilitation Plans required under Paragraph 20.b(6). After the 30-Day period, the City shall consider public comments for a period of fifteen (15) Days. Within seven (7) Days after submitting a Deliverable to EPA and MDEQ, the City shall place a copy of the submitted version of the Deliverable in its PDR. Within seven (7) Days after EPA's approval, approval contingent upon conditions, or modification by EPA, the City shall place a copy of such final version of the Deliverable in its PDR. The City shall maintain in its PDR until termination of this Consent Decree all written comments received from EPA and MDEQ along with all submitted versions of Deliverables.

10. Copy to MDEQ. The City shall provide a copy of any Deliverable to MDEQ at the same time such Deliverable is due to EPA.

11. EPA Action on Deliverables. After review of any Deliverable that is required to be submitted pursuant to this Consent Decree, EPA, after consultation with MDEQ, shall in writing:

- a. approve the submission;
- b. approve the submission upon specified conditions;
- c. approve part of the submission and disapprove the remainder; or
- d. disapprove the submission.

12. Approved Deliverables. If a Deliverable is approved by EPA pursuant to Paragraph 11.a, the City shall take all actions required by the Deliverable in accordance with the schedules and requirements of the Deliverable as approved. If the Deliverable is conditionally approved or approved only in part, pursuant to Paragraph 11.a or 11.b, the City shall, upon written direction from EPA, after consultation with MDEQ, take all actions required by the approved plan, report, or other item that EPA, after consultation with MDEQ, determines are technically severable from any disapproved portions, subject to the City's right to dispute only the specified conditions or the disapproved portions, under Section XII of this Consent Decree (Dispute Resolution). Following EPA approval of any Deliverable or portion thereof, such Deliverable or portion thereof so approved shall be incorporated into and become enforceable under this Consent Decree.

13. Disapproved Deliverables. If the submission is disapproved in whole or in part pursuant to Paragraph 11.b or 11.c, the City shall, within thirty (30) Days or such other time as EPA and the City agree to in writing, correct all deficiencies and resubmit to EPA the Deliverable, or disapproved portion thereof, for approval, in accordance with Paragraphs 11 and 12. If the resubmission is approved in whole or in part, the City shall proceed in accordance with Paragraph 12.

14. Stipulated Penalties Accruing. Any stipulated penalties applicable to the original Deliverable, as provided in Section X of this Decree, shall accrue during the thirty (30)-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of the City's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

15. Resubmitted Deliverable. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, EPA, after consultation with MDEQ, may again require the City to correct any deficiencies, in accordance with preceding Paragraph 13, or may itself correct any deficiencies, subject to the City's right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties as provided in preceding Paragraph 14. Upon EPA's correction of any deficiencies, such resubmitted plan, report, or other item, or portion thereof will be incorporated into and become enforceable under this Consent Decree and shall be implemented by the City according to the approved schedule, subject to the City's right to invoke Dispute Resolution pursuant to Section XII.

16. Timing of Review of Deliverables. If EPA issues written comments and decisions on any Deliverable more than ninety (90) Days after receipt of such submission, any subsequent deadline or milestone that is dependent upon such comments or decisions shall be extended. The length of the extension shall be determined by calculating the number of Days between EPA's receipt of the submission and the date of EPA's written response, less ninety (90) Days. Within thirty (30) Days of the date that the City knows or should know of a deadline or milestone that the City believes is extended under this Paragraph, the City shall inform EPA, in writing, of its belief and the amount of time the City believes the deadlines or milestones are extended. If EPA disagrees with the City's determination that a deadline is dependent upon such comments or decisions, EPA shall inform the City in writing. The City may dispute EPA's conclusion regarding whether a deadline is dependent upon such comments or decisions pursuant to Section XII of this Consent Decree (Dispute Resolution).

17. Certification. In all Deliverables, notices, documents or reports submitted to the United States and State pursuant to this Consent Decree, the City shall, by a senior City management official, sign and certify such notices, documents and reports as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

VII. COMPLIANCE REQUIREMENTS

18. Obligation to Perform Work. Upon the Effective Date, the City shall implement the Work pursuant to this Consent Decree. All Work shall be performed using sound engineering practices so that the construction, management, operation and maintenance of the Sewer System will allow the City to comply with the CWA and the objective of this Consent Decree to eliminate SSOs and remediate the WCTS to prevent SSOs, including practices to improve the resilience of the sewer system. Sound engineering practices may include appropriate provisions of the *Handbook: Sewer System Infrastructure Analysis and Rehabilitation*, EPA/625/6-91/030, 1991; *Existing Sewer Evaluation and Rehabilitation*, WEF MOP FD-6, 2009; EPA's guidance: *Computer Tools for Sanitary Sewer System Capacity Analysis and Planning*, EPA/600/R-07/111, October 2007; the most current edition of MDEQ's *Guidance for the Design of Publicly Owned Wastewater Facilities*; EPA's *Creating Resilient Water Utilities (CRWU) Initiative*, found at <https://www.epa.gov/crwu>; and EPA's *Climate Resilience Evaluation and Awareness Tool Version 3.0 (CREAT 3.0)*, referenced at EPA 815-B-16-004, May 2016 and currently at <https://www.epa.gov/crwu/build-climate-resilience-your-utility>, 2012; and the Pump Station evaluations shall be consistent with the *Pumping Systems* chapter of the most current version of Water Environment Federation's *Manual of Practice FD-4, Design of Wastewater and Stormwater Pumping Stations*.

19. Early Action Capital Improvement Project. Based on previous investigations, the City has identified a project intended to remediate conditions that are causing SSOs, which shall be referred to as an "Early Action Capital Improvement Project." The Early Action Capital Improvement Project is identified and described in Appendix A, attached hereto and incorporated herein. The City shall complete this Early Action Capital Improvement Project within forty-two (42) Months in accordance with the schedule set forth in Appendix A, to be completed after the Effective Date of this Consent Decree. Any change to the scope of the Early Action Capital Improvement Project or the schedule approved by EPA for its completion shall not constitute a material modification to this Consent Decree as set forth in Section XIX below.

20. Sewer System Evaluation and Rehabilitation.

a. Summary of the Sewer System Evaluation and Rehabilitation Actions.

The evaluation and rehabilitation of the WCTS will consist of a multi-phased program which will result in a prioritized assessment, analysis, and rehabilitation of the City's WCTS infrastructure to, among other things, eliminate/store/capture for treatment I/I and eliminate structural defects, and the other conditions causing, or that are likely to cause, SSOs. As further described below in paragraph b., the City will first develop and implement a plan to eliminate Highway 80 Trunk Line SSOs, as described below. The City will develop and implement a Highway 80 Trunk Line Work Plan and a Highway 80 Trunk Line Rehabilitation Plan pursuant to which the City will conduct sewage flow monitoring and inspections to identify and remediate structural deficiencies in the Highway 80 Trunk Line.

Thereafter, as further described below in paragraph b., the City will also develop and implement a Prioritization Work Plan and a Prioritization Report with the objective of

eliminating SSOs and remediating the WCTS to prevent SSOs in which the City will assess the degree of I/I, structural defects, and the other conditions causing, or that are likely to cause, SSOs in each Sewerbasin in the WCTS; assess the WCTS to identify areas lacking sufficient capacity; and establish Sewerbasin priorities for further evaluation and rehabilitation. The City shall develop these priorities and expeditious schedules taking into consideration the nature and extent of customer complaints; flow monitoring; the location and cause of SSOs; any remedial measures already undertaken; field crew work orders; any preliminary sewer assessments; and any other relevant information. In addition to the foregoing factors, in determining the priorities of Sewerbasins, the City shall give priority to the areas near surface waters that have been included on MDEQ's CWA Section 303(d) list of impaired waters for pathogens and to areas that have been identified by MDEQ as potentially having environmental justice issues (minority and/or low-income neighborhoods). The City will also develop and implement a Sewer Group Evaluation Report and Rehabilitation Plan that will outline how groups of Sewerbasins will be assessed as scheduled in the Prioritization Report. These evaluations will determine the extent of rehabilitation the City will perform in the WCTS as described in the Sewer Group Evaluation Report and Rehabilitation Plan to meet the objectives of this Consent Decree. Sewerbasins will be categorized in three groups, numbered 1 through 3. The rehabilitative needs and corrective actions described in the Sewer Group Evaluation Report and Rehabilitation Plan will be completed for the Sewerbasins in Sewer Groups 1 and 2 according to approved schedules as set forth in the Sewer Group Evaluation Report and Rehabilitation Plan for the respective Sewer Groups. Rehabilitative needs and corrective actions for the Sewerbasins in Sewer Group 1 will be completed on or before one hundred and forty-four (144) Months after the Effective Date of this Consent Decree. All proposed measures for Sewerbasins in Sewer Group 2 shall be completed within two hundred and sixteen (216) Months after the Effective Date of this Consent Decree. The City will implement the CMOM program required by this Consent Decree to, among other things, eliminate/store/capture for treatment I/I and eliminate structural defects, and the other conditions causing, or that are likely to cause, SSOs in the Sewerbasins in Sewer Group 3.

Specific references must be cited for proposed procedures, techniques, and design criteria to be used in evaluating the City's Sewer System. The I/I evaluations and WCTS evaluations and rehabilitation will be consistent with EPA's Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/16-9/030, October 1991; Water Environment Federation's Manual of Practice FD-6, Existing Sewer Evaluation & Rehabilitation, 2009; and the most current edition of MDEQ's Guidance for the Design of Publicly Owned Wastewater Facilities.

b. Phased Approach for WCTS Evaluation and Rehabilitation

(1) Highway 80 Trunk Line Work Plan. Within twelve (12) Months after the Effective Date of this Consent Decree, the City will submit to EPA for review and approval a Highway 80 Trunk Line Work Plan. Upon approval by EPA, the City will implement the Highway 80 Trunk Line Work Plan. The Highway 80 Trunk Line Work Plan will include, at a minimum, the following:

(a) The proposed locations selected, including a map

displaying those locations, and proposed methodologies and criteria that the City will implement and use to conduct sewage flow monitoring and inspection of the Highway 80 Trunk Line to identify and analyze structural deficiencies in the Highway 80 Trunk Line.

(b) The methodologies and procedures the City will implement for monitoring and determining the total dry weather and wet weather (peak) flow rate in the Highway 80 Trunk Line to estimate the severity of I/I in the Highway 80 Trunk Line.

(c) The methodologies and procedures the City will implement for evaluating and assessing the Highway 80 Trunk Line to enable the City, in the Highway 80 Trunk Line Rehabilitation Plan, to identify deficiencies and a specific list of proposed remedial measures to correct such deficiencies. The remedial measures for the Highway 80 Trunk Line will include repairs that have been determined to be necessary to prevent imminent structural failure or have been determined to be necessary to correct a major structural defect plus management of the remainder of the Highway 80 trunk line in accordance with the principles of "Asset Management," as described in USEPA "Fact Sheet Asset Management for Sewer Collection Systems," which includes, without being limited to, remediating other sources of I/I as needed.

(2) Highway 80 Trunk Line Rehabilitation Plan. Within twenty-four (24) Months after EPA approval of the Highway 80 Trunk Line Work Plan, the City will submit to EPA for review and approval a Highway 80 Trunk Line Rehabilitation Plan that contains the results and conclusions from the implementation of the Highway 80 Trunk Line Work Plan. Upon approval by EPA, the City will implement the Highway 80 Trunk Line Rehabilitation Plan. The Highway 80 Trunk Line Rehabilitation Plan will include, at a minimum, the following:

(a) The results of flow monitoring conducted pursuant to the Highway 80 Trunk Line Work Plan and estimates of the severity of I/I within the Highway 80 Trunk Line.

(b) Proposed remedial measures as more particularly described in Paragraph 20.b(1)(c) above, to correct identified deficiencies. Any such proposal for remedial measures for the Highway 80 Trunk Line will include a detailed work plan for the implementation of such measures including beginning and completion dates and a date for the submittal to EPA of a Highway 80 Trunk Line Final Report upon completion of the remedial measures in each phase detailing the activities taken. The remedial measures will be completed within forty-two (42) Months after EPA approval of the Highway 80 Trunk Line Rehabilitation Plan.

(3) Sewerbasin Prioritization Work Plan. Within twelve (12) Months

after the Effective Date of this Consent Decree, the City will submit to EPA for review and approval a Sewerbasin Prioritization Work Plan, which will set forth the proposed locations selected, and proposed methodologies and criteria the City will implement and use, to identify the severity of I/I within the areas of the WCTS, to update existing maps of the Sewer System, to assess the capacity of the WCTS, and to establish Sewerbasin priorities for further evaluation and rehabilitation of the WCTS, as detailed in the Sewerbasin Prioritization Report and the Sewer Group Evaluation Report and Rehabilitation Plan described in Paragraphs 20.b(5) and 20.b(6) below all for the purpose of meeting the objective of eliminating SSOs and remediating the WCTS to prevent SSOs. Upon approval by EPA, the City will implement the Sewerbasin Prioritization Work Plan. The Sewerbasin Prioritization Work Plan will include, at a minimum, the following:

(a) The methodologies and procedures the City will implement to estimate the severity of I/I within each Sewerbasin.

(b) The methodologies and procedures the City will implement to create a computerized digital mapping system for each Sewerbasin. The mapping system will include, and have the ability to display, the Highway 80 Trunk Line, all Gravity Sewer Lines, Force Mains, Pump Stations, manholes, siphons, WWTP locations, and outfall locations, but will not be required to include Private Laterals. The mapping system will be able to store, update, and display information to aid City personnel in improving future hydraulic modeling efforts, the Sanitary Sewer Evaluation Survey and the proper operation and maintenance of the Sewer System.

(c) The methodologies and procedures the City will implement for assessing the capacity of the WCTS in areas with known capacity-related SSOs. The assessment shall consist of installing sufficient flow and rainfall monitoring equipment throughout the WCTS to identify surcharged conditions in gravity pipes and manholes and the corresponding rainfall duration and intensity. This assessment will allow for a technically sound evaluation and identification of Sewerbasins and sub-basins that will be included in Sewer Groups 1 and 2 for further evaluation and rehabilitation.

(d) The methodology and criteria for prioritizing Sewerbasins. The criteria for prioritizing Sewerbasins will include, at a minimum, the following:

(i) the severity of the estimated I/I in the Sewerbasins;

(ii) the frequency, volume and location of capacity-related and non-O&M-related SSOs in the Sewerbasins;

- (iii) relative potential impact of SSOs in the Sewerbasins to human health and the environment;
- (iv) the estimated age of Gravity Sewer Lines within each Sewerbasin;
- (v) the pipe material used within each Sewerbasin; and
- (vi) any ongoing rehabilitation or corrective action work in the Sewerbasins, including detailed information on the current status and completion dates for such work.

(4) Sewerbasin Prioritization Report. Within thirty-six (36) Months after EPA approval of the Sewerbasin Prioritization Work Plan, the City will submit to EPA for review and approval a Sewerbasin Prioritization Report setting forth the results and conclusions from the implementation of the Sewerbasin Prioritization Work Plan. The Sewerbasin Prioritization Report will include, at a minimum, the following:

- (a) The results of flow and rainfall monitoring conducted pursuant to the Sewerbasin Prioritization Work Plan and estimates of the severity of I/I within each Sewerbasin.
- (b) The computerized digital map of the Sewer System (based on available information at the time).
- (c) The results of applying to each Sewerbasin the prioritization criteria approved in the Prioritization Work Plan.
- (d) An organization of the Sewerbasins (other than those areas included in the Highway 80 Trunk Line) into three (3) Sewer Groups, based upon the criteria set forth in Paragraph 20.3, with the most critical being included in Sewer Group 1. Sewer Groups 1 and 2 will include all areas with known capacity-related and non-O&M-related SSOs, and Sewer Group 3 will contain areas that will be addressed by the City's CMOM programs. The division of Sewerbasins into Sewer Groups 1 and 2 will be based on the degree of remedial action needed to eliminate SSOs and remediate the WCTS to prevent SSOs. Upon approval by EPA of the Prioritization Report, the City will evaluate the Sewerbasins in Sewer Groups 1 and 2 in accordance with the Sewerbasin Prioritization Report as approved by EPA in accordance with Paragraph 20.b(5) below.

(5) Sewer Group Evaluation Plan. Within twelve (12) Months after EPA approval of the Sewerbasin Prioritization Report, the City shall submit to EPA for review and approval a Sewer Group Evaluation Plan the City will implement for the Sewerbasins in Sewer Groups 1 and 2 pursuant to the schedule

set forth in the approved Prioritization Report. The Sewer Group Evaluation Plan will require the City to evaluate the WCTS within the Sewerbasins to support the development of the Sewer Group Evaluation Report and Rehabilitation Plan, as provided in Paragraph 20.b(6), below, and the identification of rehabilitative and corrective actions to meet the objective of this Consent Decree to eliminate all SSOs and remediate the WCTS to prevent SSOs. The City's evaluation of the Sewerbasins shall include (and the Sewer Group Evaluation Plan shall describe) the following requirements:

(a) Sanitary Sewer Evaluation Survey. The Sewer Group Evaluation Plan shall provide for the City to characterize the WCTS and to identify means to eliminate SSOs by conducting a Sanitary Sewer Evaluation Survey for the Sewerbasins in Sewer Groups 1 and 2. The Sanitary Sewer Evaluation Survey component of the Sewer Group Evaluation Plan shall include the following:

(i) the criteria that the City will use for establishing the location of additional flow and rainfall monitoring equipment installation for evaluations of the Sewerbasins, if needed, and for determining whether the City will install the flow and rainfall monitoring equipment either permanently or temporarily, in order to adequately characterize flow in the Sewerbasins;

(ii) a map showing the location of each permanent and temporary flow and rainfall monitoring site established in the WCTS;

(iii) a description of the data management system that will organize, analyze, and report flow and rainfall data collected from the WCTS;

(iv) a description of the quality assurance and quality control program the City will follow to ensure the accuracy and reliability of flow and rainfall data collected from the WCTS;

(v) procedures to identify and evaluate I/I in the Sewerbasins;

(vi) an approach to dry weather monitoring to characterize base flows and wet weather monitoring following events of sufficient duration and intensity to characterize peak flows;

(vii) techniques for reducing Infiltration;

(viii) a program to eliminate sources of I/I (including legal mechanisms and enforcement programs);

(ix) a program to identify and eliminate cross connections between the WCTS and the City's municipal separate storm sewer system;

(x) methodologies to evaluate the success of items (v) through (ix) above;

(xi) a review of the legal authority in the current sewer use ordinance to require that the owner of an illegal stormwater connection to the WCTS take all appropriate steps necessary to eliminate the connection;

(xii) if the review of the legal authority indicates a need to amend the legal authority in order to assume better control over illegal stormwater connections to the WCTS, the Plan shall include the proposed revisions to the ordinance with a schedule for proposing the draft ordinance to the City Council for adoption;

(xiii) decision-making criteria, procedures, and protocols for prioritization of the evaluation and rehabilitation of Gravity Sewer Lines and associated manholes;

(xiv) decision-making criteria, procedures, and protocols to determine the need for, and the conduct of, internal condition inspection of Gravity Sewer Lines and associated manholes;

(xv) decision-making criteria, procedures, and protocols used to determine the need for, and the conduct of, smoke testing;

(xvi) decision-making criteria, procedures, and protocols used to determine the need for, and the conduct of, dye testing; and

(xvii) decision-making criteria, procedures, and protocols used to determine the need for, and the conduct of, point repair(s), lining or line replacement.

(b) Pump Station Evaluations. The Sewer Group Evaluation Plan shall provide for the City to evaluate the design capacity, current effective capacity, equipment condition, and operational redundancy in its Pump Stations in each Sewerbasin. This evaluation shall include, at a minimum, the following criteria:

- (i) adequacy of station capacity;
- (ii) critical response time, defined as the time interval between activation of the high wet well level alarm and the first SSO, under peak flow conditions;
- (iii) adequacy of station condition, based upon both physical inspection and any available operating and mechanical failure history during at least the three (3) years preceding the Effective Date of the Consent Decree;
- (iv) adequacy of station design and equipment, including redundancy of pumps and electrical power supply (including whether emergency or back-up power is available on a portable or fixed basis), and other equipment installed, based upon the most current edition of MDEQ's Guidance for the Design of Publicly Owned Wastewater Facilities;
- (v) ability of maintenance personnel to take corrective action within the critical response time calculated for each Pump Station; and
- (vi) process for setting Pump Station rehabilitation priorities, expeditious rehabilitation schedules and an inventory of ongoing Pump Station rehabilitation, including identification of the rehabilitation techniques to be used, and an analysis of the effectiveness of completed rehabilitation.

(6) Sewer Group Evaluation Report and Rehabilitation Plan. Within twelve (12) Months after completion of the evaluation of the Sewerbasins as described in the Sewer Group Evaluation Plan, the City will submit to EPA for review and approval a Sewer Group Evaluation Report and Rehabilitation Plan that will provide a plan for the rehabilitation of the Sewer Groups, including proposed rehabilitation and corrective actions to meet the objective of this Consent Decree to eliminate all SSOs and remediate the WCTS to prevent SSOs, and schedules for such proposed rehabilitation and corrective actions. Upon approval by EPA, the City will implement the remedial measures in the approved Sewer Group Evaluation Report and Rehabilitation Plan in accordance with the approved schedule:

(a) The Sewer Group Evaluation Report portion of this submittal shall include the following:

- (i) a thorough analysis of historical and current flow monitoring, inspection, rainfall and other data, including data collected during the evaluation of the Sewerbasins within the

Sewer Group;

- (ii) identification of I/I contributing to SSOs and/or Prohibited Bypasses at the WWTP;
- (iii) identification of sources of I/I contributing to SSOs and/or Prohibited Bypasses at the WWTP within each Sewerbasin, if identifiable, by manhole/line segment, street address, type (Infiltration or Inflow), source (e.g., "wall leakage");
- (iv) identification of cross-connections between the WCTS and the City's municipal separate storm sewer system;
- (v) identification and quantification of SSOs, including all potential SSOs identified pursuant to implementation of the Prioritization Work Plan and the Sewer Group Evaluation Plan
- (vi) a summary of permanent and temporary sewer flow monitoring points in the WCTS (including a certification of the monitoring methodology used and the data collected;
- (vii) identification of portions of the WCTS within each Sewerbasin within the Sewer Group in which physical degradation is causing or contributing to SSOs;
- (viii) results of average and peak daily dry and wet weather flow measurements;
- (ix) a determination of maximum Infiltration rates during periods of high ground water (in gpd/inch diameter-mile);
- (x) a determination of maximum hourly I/I rates during wet weather for various storm durations and intensities;
- (xi) a determination of peaking factors for each Sewerbasin within the Sewer Group (the ratio of measured peak flow to average dry weather flow as measured through the duration of the evaluation);
- (xii) a summary of flow monitoring activities, to include, at a minimum, a map showing the delineation of each Sewerbasin within the Sewer Group, location and type of each flow meter, problems encountered and deviations from the Prioritization Work Plan and Sewer Group Evaluation Plan, and a description of flow monitor calibration activities, including any scatter graphs and

calibration and verification graphs;

(xiii) a summary of field investigative activities performed to include, at a minimum: type of activity; number of activities performed (e.g., “100 out of 500 manholes inspected in Sewerbasin XX”), observations made under each activity (inspection procedure), and summaries of the results;

(xiv) a summary of the structural defects identified in the WCTS to include, at a minimum: number of each type of defect by line segment, manhole number or street address;

(xv) information regarding the Pump Station evaluation as required by Paragraph 20.b(5)(b) above;

(xvi) a summary of any capital projects implemented since commencement of the Sewer Group Evaluation Plan.

(b) The Sewer Group Rehabilitation Plan shall include the following:

(i) identification of specific measures and schedules that, when implemented, will result in adequate capacity in the WCTS within each Sewerbasin, for Sewer Groups 1 and 2, to collect, convey and treat anticipated peak flows, without SSOs or Prohibited Bypasses at the WWTP;

(ii) identification of the degree to which sources of I/I will be removed, and the degree to which I/I removal is expected to alleviate capacity constraints, and propose specific remedial measures and schedules that will address those capacity limitations not expected to be addressed by I/I removal (anticipated I/I removal rates used in the development of the Rehabilitation Plan shall reflect current industry practice);

(iii) identification of specific remedial measures and schedules to address capacity limitations that may also include increases in Pump Station and sewer line capacity, construction of storage or equalization basin facilities, or increases in WWTP capacity;

(iv) identification of all measures and schedules necessary to eliminate identified cross-connections between the WCTS and the City's municipal separate storm sewer system;

(v) identification of all measures and schedules necessary to eliminate all SSOs caused by physical degradation of sewers, inadequate Pump Station capacities, or inadequate Pump Station reliability;

(vi) prioritized schedules for remedial measures based upon relative likely human health and environmental impact risks, SSO frequencies, and SSO volumes;

(vii) a description of the methodology used to apply the prioritization factors in Paragraph 20.b.6(b)(vi) above;

(viii) estimated capital, operations and maintenance, and year-specific present value costs for each identified remedial measure in consistent, year-specific dollars;

(ix) identification of the estimated dates for construction commencement and construction completion for each measure proposed; and

(x) an expeditious schedule that shows how the design, construction, and placement in service of all proposed measures for Sewerbasins in Group 1 will be completed within one hundred and forty-four months (144) months after the Effective Date of this Consent Decree how proposed measures for Sewerbasins in Group 2 will be completed within two hundred and sixteen (216) Months after the Effective Date of this Consent Decree.

(7) Rehabilitation Report for each Sewer Group. Within twelve (12) Months after completion of all remedial measures set forth in a Rehabilitation Plan for either Sewer Group 1 or 2, the City shall submit to EPA for review and approval a Rehabilitation Report summarizing the implementation of the Rehabilitation Plan for each Sewer Group. The summary shall address all Sewerbasins within each Sewer Group and shall include, at a minimum, the following:

(a) Identification of specific measures taken to achieve, and an analysis of whether such measures resulted in, adequate capacity in the WCTS within each Sewerbasin to collect, convey and treat anticipated peak flows, without SSOs in the WCTS or Prohibited Bypasses at the WWTP;

(b) An analysis of the degree to which sources of I/I were removed, and the degree to which I/I removal alleviated capacity constraints; and

(c) Identification of all measures taken to eliminate, and an analysis of whether such measures resulted in the elimination of, identified cross-connections and SSOs caused by physical degradation of sewers, inadequate Pump Station capacities, or inadequate Pump Station reliability.

(8) Chronic SSO Advanced Remote Monitoring Program.

(a) Within twelve (12) Months after the Effective Date of this Consent Decree, the City shall submit to the EPA for review and approval a list of SSO locations in the WCTS that have experienced more than one (1) wet-weather capacity-related SSO in the previous twelve (12)-month period (Chronic SSO List). The City shall designate on the Chronic SSO List the SSO locations for which it proposes to install and maintain manhole surcharge detecting remote monitoring devices in accordance with the provisions of this Paragraph.

(b) Within eighteen (18) Months after the Effective Date of this Consent Decree, the City shall submit to the EPA for review and approval an updated Chronic SSO List. For those SSO locations where the City has not proposed to install remote monitoring devices, the City shall include along with and as a part of the updated Chronic SSO List Deliverable a demonstration that such remote devices are not necessary because either the City has a definitive, detailed plan and expeditious deadline for remediating the cause of the SSO at that location, the SSOs at that location were the result of an extraordinary rain event beyond the design conditions of the system such as a hurricane or tropical storm, or two (2) or more SSO locations are related in such a manner that a single remote monitoring device can provide the required real-time alert for likely SSOs at the multiple locations. The updated Chronic SSO List Deliverable shall also include a description of the thresholds (Thresholds) to be established for the remote monitoring devices that will trigger real-time alerts of a likely SSO event or events. The City shall install and maintain manhole surcharge detecting remote monitoring devices at the SSO locations so designated on the updated Chronic SSO List in accordance with the provisions of this Paragraph within six (6) Months of the EPA's approval of the updated Chronic SSO List.

(i) The remote monitoring devices shall monitor sewer surcharge levels and shall be designed to send to the City real-time alerts of a likely SSO event or events when the Thresholds specified by the City are attained and/or exceeded, thereby improving the City's responsiveness to SSOs and sewer operations with the goal of preventing SSOs from occurring at these SSO locations.

(ii) The City shall expeditiously inspect a SSO location

after a remote monitoring device indicates that the applicable Threshold has been attained and/or exceeded for that SSO location. The City shall keep records with respect to all remote monitoring devices and SSO locations for a period of at least five (5) years. The City shall report all surcharge conditions identified by the remote monitoring devices in the Semi-Annual Reports pursuant to Paragraph 26.a of this Consent Decree. The City shall report all SSOs discovered pursuant to the remote monitoring devices in accordance with the NPDES Permits, the Sewer Overflow Response Plan, and the Semi-Annual and Annual Reports pursuant to Paragraphs 26.a and 26.b of this Consent Decree.

(iii) If the City elects to monitor multiple SSO locations through a single remote monitoring device, the City shall expeditiously inspect all such related SSO locations when the applicable remote monitoring device indicates that the specified Thresholds have been attained and/or exceeded. The City shall also evaluate the benefits of this technology and other remote wastewater detection technologies for continued use within the WCTS to increase efficiency in SSO prevention/response and to enhance hydraulic modeling efforts.

(iv) One (1) year after the EPA's approval of the updated Chronic SSO List referred to in Paragraph 20.b(8)(b) above and each year thereafter, the City shall submit to the EPA for review and approval an annual update to the Chronic SSO List that provides for the following:

(v) The identification of additional SSO locations in the WCTS that experienced more than one (1) wet-weather capacity-related SSO in the previous twelve (12) month period. The City shall designate on the updated Chronic SSO List which of these new SSO locations where it proposes to install and maintain manhole and/or sewer surcharge level remote monitoring devices in accordance with the provisions of this Paragraph. For those new SSO locations not so designated, the City shall include along with and as a part of the updated Chronic SSO List a demonstration that such remote devices are not necessary because either the City has a definitive, detailed plan and expeditious deadline for remediating the cause of the SSO at that location, the SSOs at that location were the result of an extraordinary rain event beyond the design condition of the system such as a hurricane or tropical storm, or two (2) or more SSO locations are related in such a manner that a single remote monitoring device can provide the required real-time alert for likely SSOs at the multiple locations. The City shall then install and maintain manhole surcharge-detecting remote monitoring devices at such new SSO locations within six (6) Months after the EPA's approval of the updated Chronic SSO List.

(vi) If applicable, a demonstration that remote monitoring devices at a particular SSO location(s) on the Chronic SSO List should be removed from the list because the cause of the SSO at the particular location(s) has been appropriately remediated and such location(s) has not experienced more than one (1) wet-weather capacity-related SSO in the previous twelve (12)-Month period.

(vii) If applicable, a demonstration that, as an alternative to placing a remote monitor at each SSO location on the Chronic SSO list as otherwise required by this Paragraph, remote monitoring devices should be removed because two (2) or more SSO locations are related in such a manner that a single remote monitoring device can provide the required real-time alert for likely SSOs at the multiple SSO locations.

21. Capacity, Management, Operations and Maintenance Programs. The City shall develop and implement the Capacity, Management, Operations and Maintenance (“CMOM”) programs as provided below. All CMOM programs shall be developed in accordance with EPA Region 4 CMOM guidance, attached hereto and incorporated herein as Appendix B. The City shall ensure that each CMOM program has a written, defined purpose; a written, defined goal; is documented in writing with specific detail; is implemented by trained personnel; has established performance measures; and has written procedures for periodic review. The Parties recognize that the City may need or want to revise the CMOM Programs set forth below during the term of this Consent Decree. Such revisions shall not be considered modifications to the Consent Decree for purposes of Section XIX (Modification). The City must obtain EPA's prior written approval of any revision to the substance of any CMOM Program required by this Consent Decree and shall place copies of any such revised Program in the PDR in accordance with the provisions of Section XIX. The City may revise the form of any CMOM Program required by this Consent Decree without EPA's approval and shall provide a copy of any revised Program to EPA and MDEQ, and place a copy of any such revised Program in the PDR within fourteen (14) Days after making such revision.

a. Sewer Overflow Response Plan (“SORP”). Within six (6) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval a SORP that will establish timely and effective methods and means of responding to, cleaning up, and/or minimizing the impact of SSOs; timely reporting of the location, volume, cause, impact, and other pertinent SSO information to the appropriate regulatory agencies; and timely and effective notification of SSOs to potentially impacted public. At minimum, the SORP shall include and provide for the following:

(1) Within twenty-four (24) hours of the time the City first becomes aware of a SSO to waters of the United States or the State or of a SSO that will

endanger public health or the environment, the City shall provide in an oral report to MDEQ the location of the SSO by street address or any other appropriate method (i.e., latitude-longitude). The oral report shall be given to MDEQ's Environmental Compliance and Enforcement Division's Municipal and Private Facilities Branch by calling (601) 961-5171.

(2) Within five (5) Days of the time the City first becomes aware of a SSO to waters of the United States or the State or of a SSO that will endanger public health or the environment, the City shall also provide a written report to MDEQ for the SSO. The City shall maintain a copy of any written reports prepared pursuant to this Paragraph for a period of not less than five (5) years from the date of the SSO. The written report shall contain the following:

- (a) The location of the SSO by street address, or any other appropriate method (i.e., latitude-longitude);
 - (b) The estimated date and time when the SSO began and stopped, or if it is still an active SSO, the anticipated time to stop the SSO;
 - (c) The steps taken to respond to the SSO;
 - (d) The name of the receiving water, if applicable;
 - (e) An estimate of the volume (in gallons) of sewage spilled;
 - (f) A description of the WCTS component from which the SSO was released (such as manhole, crack in pipe, Pump Station wet well or constructed overflow pipe);
 - (g) Subject to available information, an estimate of the SSO's impact on public health and to water quality in the receiving water body;
 - (h) The cause or suspected cause of the SSO;
 - (i) The date of the last SSO at the same point;
 - (j) The steps taken or to be taken to reduce, prevent, or eliminate, reoccurrence of the SSO;
 - (k) A list of all notifications to the public and other agencies or departments; and
 - (l) The steps taken or to be taken to clean up any surfaces that have been in contact and/or contaminated by the SSO.
- (3) The City shall maintain for all SSOs for a period of not less than

five (5) years from the date of the SSO all records documenting the steps that have been and will be taken to prevent the SSO from recurring, including work order records associated with investigation and repair activities related to the SSO. The City shall also maintain for a period of not less than five (5) years from the date of the SSO a list and description of complaints from customers or others regarding the SSO.

(4) The SORP shall provide procedures for responding to all SSOs to minimize the environmental impact and potential human health risk of SSOs. Such response procedures shall consist of:

(a) A detailed description of the actions the City will undertake to immediately provide notice to the public (through the local news media or other means including signs or barricades to restrict access) of a SSO;

(b) A detailed description of the actions the City will undertake to provide notice to appropriate federal, state or local agencies/authorities;

(c) A detailed plan (including the development of response standard operating procedures) to minimize the volume of untreated wastewater transmitted to the portion of the WCTS where SSOs occur to minimize overflow volumes;

(d) A description of the City's planned responses to Building Backups, including the timeframe for responses and the measures to be taken to clean up Building Backups, including procedures necessary to disinfect and/or remove items potentially contaminated by Building Backups such as wet vacuuming or other removal of spillage, wiping floors and walls with cleaning solution and disinfectant, flushing out and disinfecting plumbing fixtures, carpet cleaning and/or replacement and other appropriate measures to disinfect and/or remove items potentially contaminated by Building Backups; and a description of the City's follow-up process to insure adequacy of cleanup;

(e) A detailed plan of the resources to be used to correct or repair the condition causing or contributing to the SSO;

(f) A detailed plan to ensure the preparedness, including response training of City employees and personnel of other affected agencies, necessary for the effective implementation of the SORP in the event of a SSO and establishing procedures and providing adequate training to response personnel for estimating SSO volumes;

(g) A list of those SSO locations within the area of the WCTS served by each Pump Station that have been recorded as overflowing more

than once within the previous twelve (12) Month period and SSO locations where an SSO is likely to occur first in the event of a Pump Station failure; and

(h) Pump Station emergency bypass/pump-around strategies, and procedures.

b. Emergency Response Plan (“ERP”). Within twelve (12) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval an Emergency Response Plan. The Plan shall address both routine and catastrophic emergencies. Routine emergencies include such situations as overflowing manholes, line breaks, localized electrical failure and pump station outages. Catastrophic emergencies include floods, tornados, earthquakes or other natural events, serious chemical spills and widespread electrical failure. The Plan shall address areas of vulnerability and determine the effect of such a failure to operations, equipment and public safety and health based upon such factors as topography, weather, sewer system size, and other site-specific factors. The Plan shall include standard forms. The ERP shall include a schedule providing for full implementation within twelve (12) Months of EPA program approval. The Plan shall have the following components:

(1) The WWTP component of the Emergency Response Plan shall establish standard operating procedures for use in emergency situations, including changes in process controls.

(2) The WCTS component of the Emergency Response Plan shall establish standard operating procedures for use in emergency operations, including identification of the actions staff should take in the event of emergency situations (specific to the type of emergency that could occur); criteria for initiating and ceasing emergency operations; identification of appropriate repair equipment and sources thereof; and instructions on how to operate equipment and systems during an emergency when they are not functioning as intended but are not fully inoperable.

(3) In addition to the reporting requirements set forth in Section IX (Reporting Requirements), the City shall establish, in coordination with Public Health Authorities:

(a) Criteria to be used as the basis for immediately notifying the public and other impacted entities, such as users with a downstream water intake, of an emergency situation caused by a SSO, Prohibited Bypass, or effluent limit violation;

(b) A list identifying, by name and phone number, all the City staff who are responsible for notifying the public;

(c) A list identifying, by name and phone number, all public

contacts, including local media outlets, who must be contacted during an emergency situation;

(d) A list identifying the City staff who are authorized to make public statements during emergency situations; and

(e) Pre-scripted news releases for various types of emergency situations.

(f) In addition to the notification requirements set forth in the NPDES Permits, and the reporting requirements set forth in Section IX (Reporting Requirements), the City shall establish, in coordination with Public Health Authorities:

(i) Criteria to be used as the basis for immediately notifying regulatory authorities, MDEQ, the City and the Public Health Authorities of any emergency situation caused by a SSO, Prohibited Bypass, or effluent limit violation;

(ii) A list identifying, by name, phone number and pager number, all the City staff who are responsible for notifying the regulatory authorities;

(iii) A list identifying, by name and phone number, all officials who must be contacted; and

(iv) Standard reporting forms.

c. Information Management System (“IMS”) Program. Within twenty-four (24) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, an IMS Program, as more particularly described below. The IMS Program shall include a schedule providing for full implementation within twenty-four (24) Months of EPA program approval, with the exception of any GIS mapping activity. At a minimum, the IMS Program shall include the following:

(1) A management IMS component to provide City managers with guidance and instruction to adequately evaluate operations, maintenance, customer service, and Sewer System rehabilitation activities so that overall Sewer System performance can be determined and utility planning can be conducted. This IMS component shall utilize management reports and standard management forms.

(2) An operations IMS component to provide City managers and field supervisors with guidance to adequately track scheduled operational activities and to enhance operational performance. This IMS component shall utilize operating reports and standard operation forms used by field personnel and shall provide for

field supervisor review.

(3) A maintenance IMS component to provide City managers and field supervisors with guidance to adequately track scheduled maintenance activities and to enhance maintenance performance. This IMS component shall utilize maintenance reports and standard maintenance forms used by field personnel. The system shall provide for field supervisor review.

(4) A description of what information will be fed into the system, how it will be entered and by what means it will be recorded.

(5) A description of the management reports that will be generated from the input data (i.e., work reports), including examples and requirements for review of such reports, including frequency requirements for review of the reports.

(6) A description of the work reports that will be prepared and submitted, including examples and frequency requirements for review of such reports.

(7) Standard forms that will be used by both field personnel and management for the Program, where applicable.

(8) A detailed description of how the records will be maintained.

(9) If computer software will be utilized for information management, a description of the software to be used with cited references for software training and procedures for utilizing the software.

(10) Implementation of a Geographic Information Systems ("GIS") map of its entire WCTS on or before forty-eight (48) Months after the Effective Date of this Consent Decree. Specifically, the City shall implement improvements to its current GIS as follows:

(a) An updated GIS database to include references to available as-builts and Active As-built Supplemental Information System ("AAS IS") forms, including new and corrected asset attribute data;

(b) Streamlining of the GIS data entry process for new assets, including electronic as-built data and necessary standards so that all new assets are added to the GIS system within sixty (60) calendar days of their activation in the field;

(c) Simplification of the AAS IS process to facilitate wider usage;

(d) Development of a “flagging process” for damage investigators to note GIS inaccuracies; and

(e) Provision for additional GIS training and refresher training.

(11) Development and implementation of performance indicators to provide City managers with guidance to adequately evaluate data collected in the IMS for use in determining the condition of the Sewer System and an evaluation of the City’s CMOM programs. Performance indicators shall include, without limitation, the linear footage of Gravity Sewer Line and Force Main inspections, the linear footage of Gravity Sewers cleaned, the number of manholes inspected, the number of manholes cleaned/maintained, the number of SSOs per mile of Gravity Sewer, the number of SSOs per mile of Force Main, the number of SSOs per Pump Station, per capita wastewater flow, NPDES Permit effluent compliance and such other performance indicators as the City may suggest and EPA approve.

(12) Maintenance activity tracked by type (corrective, preventative, and emergency).

d. Sewer Mapping Program. The City currently has a sewer mapping program. Within twelve (12) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, a Sewer Mapping Program to update its existing Sewer System maps and update the capabilities and procedures for utilization of the City’s future Geographic Information System (“GIS”) map of the City’s WCTS. At minimum, the Sewer Mapping Program shall:

(1) Enable the City to produce maps of the WCTS using GIS technology;

(2) Be designed in such a manner so as to allow electronic integration with the City’s computer-based operations and maintenance information management system;

(3) Enable the City to produce maps showing the location of all manholes, Gravity Sewer Lines, Pump Stations, Force Mains, valves, inverted siphons and the WWTP;

(4) Enable the City to produce maps that include attribute data for the City’s WCTS including, but not limited to, size, material, estimated age or age range, slope, invert elevation, and rim elevation;

(5) Enable the City to produce maps that delineate the spatial boundaries of all Sewerbasins;

(6) Enable the City to produce maps that can integrate electronically available maps that show the location of surface streets and street addresses,

permitted Fats, Oils and Grease (“FOG”; see Paragraph 21.g) customers, surface water bodies and political boundaries;

(7) Enable the City to produce maps in a manner that will allow use by all Sewer System operation and maintenance crew leaders in the field;

(8) Allow entry and mapping of work orders to identify and track problems geographically such as stoppages, service interruptions, and SSOs, and to assist in the planning and scheduling of maintenance;

(9) Include written standard operating procedures for use of the program, the acquisition and entry of updated mapping data for new assets or changes to existing assets, and updates to system software;

(10) Include locations of each permitted FOG establishment; and

(11) Include a schedule for the completion of the electronic mapping of each basin in the City’s WCTS, including a schedule providing for full implementation within eighteen (18) Months of EPA program approval.

e. Gravity Sewer System Operations and Maintenance Program. Within eighteen (18) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, a Gravity Sewer System Operations and Maintenance Program to address SSOs, particularly those caused by FOG, roots and/or debris obstructions. The Gravity Sewer System Operation and Maintenance Program shall include a schedule providing for full implementation within twelve (12) Months of EPA program approval. At a minimum, the Gravity Sewer System Operations and Maintenance Program shall include the following:

(1) Written preventative operations and maintenance schedules and procedures which shall be scheduled appropriately and shall include, but not be limited to, written procedures for the following;

(a) Inspection and maintenance of all Gravity Sewers, manholes and inverted siphons;

(b) Identifying and documenting Gravity Sewer, manhole and inverted siphon conditions, including grease, roots, and/or debris accumulation;

(c) Identifying maintenance needs; and

(d) Scheduling preventative maintenance work/cleaning which the City may schedule in connection with the Sewer System Evaluation and Restoration Plan as described in Paragraphs 20.b(2) and 20.b(6) above.

(e) An engineering evaluation of potential sulfide and corrosion control options and a summary report of findings, including a recommendation of the preferred sulfide and corrosion control method(s); provided, however, that such corrosion control options and methods shall not apply to components made of plastic or other similar materials.

(f) Prioritization for evaluating the Gravity Sewers based upon the size of the pipe (e.g., starting with the larger pipes and work back to smaller pipes), location of SSOs, community input or other criteria the City finds appropriate.

(g) Inspection of Gravity Sewers and manholes, including inspection of creek crossings, canal crossings, stream bank encroachment toward Gravity Sewers, manholes, and easement accessibility (including the need to control vegetative growth or encroachment of man-made structures or activities that could threaten the integrity of the affected Gravity Sewer or manhole). Inspections shall include written reports, and where appropriate, representative photographs or videos of appurtenances being inspected (Gravity Sewers, manholes, creek crossings, canal crossings, etc.). Inspectors shall promptly report any observed SSOs to their area supervisors and shall record any evidence of SSOs which may have occurred since the last inspection. Any observed SSO shall be promptly reported in accordance with the SORP.

(h) A schedule for the maintenance of easements.

(i) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completion of the operation and maintenance activities required by this Paragraph.

(j) Data attributes for the City's mapping program allowing program data to be compared in the City's IMS against other pertinent data such as the occurrence of SSOs, including repeat SSO locations and permit violations.

(k) An inventory management system that includes:

(i) A list of critical equipment and critical spare parts;

(ii) A list of where critical spare parts and critical equipment may be secured to allow repairs in a reasonable amount of time for those spare parts and critical equipment that are not stored by the City, including spare pipe having a diameter of 24 inches or greater; the list shall also set forth an inventory of spare parts and critical equipment stored by the City, as applicable; and

(iii) Written procedures for updating the critical spare parts and equipment inventories in the IMS.

(l) Reports which list equipment problems and the status of work orders generated during the prior Month.

f. Pump Station and Force Main Operations and Preventative Maintenance Program. Within eighteen (18) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, a Pump Station and Force Main Operations and Preventative Maintenance Program to facilitate proper operation and maintenance activities associated with the Pump Stations and Force Mains within the WCTS. The Pump Station and Force Main Operations and Preventative Maintenance Program shall include a schedule providing for full implementation within twelve (12) Months of EPA program approval. At a minimum, the Pump Station and Force Main Operations and Preventative Maintenance Program shall include the following:

(1) Identification of the means and modes of communication between Pump Stations, field crews, and supervising staff.

(2) Technical specifications of each Pump Station within the WCTS.

(3) A description of each Pump Station monitoring system which shall continuously monitor, report, and transmit information for each Pump Station.

(4) Written preventative operations and maintenance schedules and procedures which shall be scheduled appropriately and shall include, but not be limited to, written procedures for periodic service and calibration of instrumentation such as flow meters, liquid level sensors, alarm systems, elapsed time meters, and remote monitoring equipment. Such written preventative operations and maintenance schedules and procedures shall also include predictive (including non-physical inspections) and/or physical inspection and service for all Pump Stations including, but not limited to:

(a) Reading, recording and maintaining records of information from the elapsed time meters and pump start counters;

(b) Observing and documenting wet well conditions, including grease and/or debris accumulation;

(c) Checking and re-setting, as necessary to improve system performance, wet well pumping points (e.g., floats);

(d) Checking recording and maintaining records of system pressure(s);

(e) Checking SCADA and/or alarm components;

- (f) Checking stand-by power sources;
 - (g) Checking motor electrical system, including, but not limited to, line voltage on each leg quarterly, current draw on each leg quarterly, and resistance of windings on each leg quarterly; and
 - (h) Identifying maintenance needs.
- (5) Written standard emergency/reactive operations and maintenance procedures. The City may use portable pumps, portable generators or alternative power sources as it deems appropriate. At a minimum, the standard emergency/reactive Pump Station and Force Main operating procedures shall include:
- (a) Criteria used to determine the need for emergency operations and maintenance;
 - (b) Initiation/use of stand-by power (e.g., portable generators), where applicable;
 - (c) Initiation/use of portable pump (e.g., bypass/pump-around operations), where applicable;
 - (d) Evaluation of the need for additional equipment for emergency/reactive operations, including, but not limited to, additional portable generators and/or additional portable pumps (for pump-around operations);
 - (e) Evaluation of the need for on-site standby power (e.g., on-site generator and/or second electrical feed from the power grid) for each Pump Station should the City choose, not to have a portable pump available for the Pump Station; and
 - (f) Establishing standard forms, reporting procedures and performance measures for emergency/reactive operations and maintenance.
- (6) Provisions for inspecting the sewerage infrastructure for corrosion caused by hydrogen sulfide or other corrosives.
- (7) Provisions for force mains that will address elements such as standard air release valve maintenance procedures, valve exercise, scheduling, standard forms, and performance measures.
- (8) An inventory management system that includes:

- (a) A list of critical equipment and critical spare parts;
 - (b) A list of where critical spare parts and critical equipment may be secured to allow repairs in a reasonable amount of time for those spare parts and critical equipment that are not stored by the City; the list shall also set forth an inventory of spare parts and critical equipment stored by the City, as applicable; and
 - (c) Written procedures for updating the critical spare parts and equipment inventories in the IMS.
- (9) Reports which list equipment problems and the status of work orders generated during the prior Month.
- (10) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completion of the operations and maintenance activities required by this Paragraph.

g. Fats, Oils and Grease (“FOG”) Control Program. The City shall review, evaluate and revise its Grease Ordinance and FOG Control Program and submit to EPA for review and approval, a new FOG Control Program within twenty-four (24) Months after the Effective Date of this Consent Decree. The FOG Control Program shall include a schedule providing for full implementation within twenty-four (24) Months of EPA program approval. At a minimum, the new FOG Control Program shall apply City-wide and include the following:

- (1) A FOG characterization study that shall identify the sources of FOG causing problems in the WCTS and the most appropriate method or mechanism for remediating those sources.
- (2) The legal authority to control the discharge of FOG into the WCTS, including the ability to implement a permit and enforcement program for commercial and industrial sources.
- (3) Specification of accepted devices to control the discharge of FOG into the WCTS.
- (4) Establishment of standards for the design and construction of FOG control devices including standards for capacity and accessibility, site map, design documents and as-built drawings.
- (5) Establishment of FOG control device management, operations and maintenance standards, or best management practices, that address onsite record keeping requirements, cleaning frequency, cleaning standards, use of additives, and ultimate disposal.

(6) Establishment of construction inspection protocols, including scheduling, inspection report forms, and inspection record keeping requirements, to assure that FOG control devices are constructed in accordance with established design and construction standards.

(7) Establishment of compliance inspection protocols, including scheduling, inspection report forms, and inspection record keeping requirements to assure that FOG control devices are being managed, operated and maintained in accordance with the established management, operation and maintenance standards or best management practices.

(8) Establishment of a FOG disposal manifest system, with the included requirements that FOG and septage not be comingled and that the point of origin be specified on the manifest.

(9) Establishment of an enforcement program, including specific enforcement mechanisms, to ensure compliance with the FOG Control Program.

(10) Establishment of a compliance assistance program to facilitate training of FOG generators and their employees.

(11) Establishment of a comprehensive public education program directed at reducing the amount of FOG entering the WCTS from residences.

(12) Establishment of staffing (technical and legal) and equipment requirements to ensure effective implementation of the FOG Control Program.

(13) A regularly maintained list of current commercial establishment FOG generators including a description of their FOG generating processes and estimated average quantity of FOG generated daily.

(14) Establishment of performance indicators to be used by the City to measure the effectiveness of the FOG Control Program.

(15) A schedule to review, evaluate and revise the FOG Control Program on at least an annual basis. Any revisions to the FOG Control Program shall be submitted to EPA in accordance with Paragraphs 9 through 15 and 75 of this Consent Decree.

(16) Within twenty-four (24) Months of receipt of EPA's approval of the new FOG Control Program, the City shall enact the revised Fats, Oil and Grease Ordinance. Subject to enactment, the City shall immediately undertake the implementation of the new FOG Control Program, which shall be incorporated into, and become enforceable under, this Consent Decree.

h. Financing & Cost Analysis Program. Within twenty-four (24) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, a Financing and Cost Analysis Program. The Financing & Cost Analysis Program shall include a schedule providing for full implementation within twelve (12) Months of EPA program approval. The Financing and Cost Analysis Program shall include, at a minimum, the following:

(1) A process (including a schedule of implementation) that regularly analyzes, projects, plans, and finances management, operating, and maintenance costs of its Sewer System, including those management, operating, and maintenance costs associated with labor and equipment needed to properly implement the CMOM programs required pursuant to this Consent Decree.

(2) A process (including a schedule of implementation) that regularly analyzes, projects, plans, and finances capital improvements to its Sewer System, including those capital improvements required pursuant to this Consent Decree. Capital improvement financing shall be planned using, at a minimum, a five (5)-year planning horizon followed by annual updates.

(3) A process, including a schedule of implementation, to ensure that life cycle cost analysis is incorporated into its operations cost analyses, maintenance cost analyses, and management cost analyses for all Sewer System equipment and infrastructure.

(4) A process, including a schedule of implementation, to establish its annual budget and set customer rates that assures that the budget and rates are based on the programs referenced in Paragraphs 2.h(1) through 20.h(3) above.

i. Legal Support Program. Within eighteen (18) Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, a Legal Support Program. At minimum, the Legal Support Program shall include the following:

(1) Rules and Regulations Program. The City has determined, after thorough analysis and documentation, and has represented to Plaintiffs (1) that it has the legal authority to take all actions necessary to implement this Consent Decree; (2) that it has properly exercised that legal authority by providing, among other things, fair notice to the public of the creation of all rules and regulations that are necessary to implement this Consent Decree; (3) that it has in place a legal process that allows it to enforce all such rules and regulations; and (4) that it is in fact enforcing all such rules and regulations, as necessary to implement this Consent Decree. If it becomes apparent to the City, after the Effective Date, that the City lacks the appropriate authority to enforce its rules and regulations, the City shall, as promptly as possible, take all legal and available actions to correct that deficiency. If it becomes apparent to the City, after the Effective Date, that the City has improperly exercised its authority to establish a rule or regulation that

is necessary to implement this Decree, or lacks a process sufficient to enforce a rule or regulation that is necessary to implement this Decree, the City shall, as promptly as possible, take all legal and available actions to correct that deficiency. Within thirty (30) Days after discovery of any deficiency, the City shall notify the Plaintiffs of the deficiency and its intended plan for correction of that deficiency. Upon correction of the deficiency, the City shall represent to Plaintiffs that it has, in fact, corrected the deficiency.

(2) Grease Control Legal Support Program. The City shall prepare an enforcement response guide to address violations of the FOG Control Program set forth in Paragraph 21.g above and other applicable rules and regulations. The guide, in conjunction with the rules and regulations, shall include an array of tools available to the City in the enforcement of the FOG Control Program and applicable rules and regulations. The guide and/or rules and regulations shall identify the process a customer must follow to request a waiver of any of the obligations imposed by the FOG Control Program and the other applicable rules and regulations, and the process the City will use to consider granting and revoking such waivers. The City shall maintain records of all decisions to grant or revoke such waivers, and the basis for each such decision. The guide shall set forth a series of graduated enforcement responses for violations of the FOG Control Program and of other applicable rules and regulations, such as:

- (a) Unauthorized grease discharges to the WCTS;
- (b) Unauthorized modifications to an approved grease interceptor or trap;
- (c) Failure to properly operate and maintain an approved grease interceptor or trap;
- (d) Failure to follow standard operating procedures;
- (e) Failure to maintain adequate manifest documentation or to use permitted haulers; and
- (f) Failure to timely pay administrative fees.

The guide and/or the rules and regulations shall describe the notice the City provides to customers who are found to be in violation and the process a customer must follow in order to challenge the issuance of a penalty or termination of services.

(3) Private Lateral Legal Support Program. The City shall prepare an enforcement response guide to address Private Laterals that may contain defects and/or improper connections that:

- (a) Are potential sources of I/I to the WCTS that may cause and contribute to SSOs or other violations of the NPDES Permits;
- (b) Allow for the possible exfiltration of wastewater onto or below the surface of the ground that could then enter the stormwater system; or
- (c) Allow roots and/or debris to enter the WCTS through cracks, holes, or poorly sealed joints, thus restricting flow and increasing the likelihood of SSOs.

The guide, in conjunction with the City's rules and regulations, shall include an array of tools available to the City to require customers to repair or replace Private Laterals identified as having such defects and/or improper connections. The guide and/or rules and regulations shall identify the process that the City will follow to require customers to repair or replace the identified Private Laterals. The guide shall set forth a series of graduated enforcement responses by the City, including termination of services, in the event a customer fails to repair or replace the identified Private Laterals. The guide and/or rules and regulations shall describe the notice the City provides to customers to require repair or replacement of identified Private Laterals and the process a customer must follow in order to challenge the City's determination that repair or replacement is necessary or the City's enforcement response, such as termination of services. The guide and/or rules and regulations shall identify the process a customer must follow to request a waiver of any of the obligations to properly operate and maintain Private Laterals imposed by the City's rules and regulations and the process the City will use to consider granting and revoking such waivers. The City shall maintain records of all decisions to grant or revoke such waivers and the basis for each such decision.

22. Permits. Where any compliance obligation under this Section requires the City to obtain a federal, state, or local permit or approval, the City shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The City may seek relief under the provisions of Section XI (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if the City has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VIII. CIVIL PENALTY

23. Within thirty (30) Days after the Effective Date, the City shall pay the sum of \$276,000 as a civil penalty as follows: \$138,000 to the United States and \$138,000 to the State.

24. The City shall pay the civil penalty due to the United States either by use of <https://www.pay.gov> to the U.S. Department of Justice account, or by FedWire Electronic Funds Transfer (“EFT”), in accordance with instructions provided to the City by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Southern District of Mississippi after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which the City shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

City Clerk and Chief Financial Officer
City of Meridian
P.O. Box 1430
Meridian MS 39302

on behalf of the City. The City may change the individual to receive payment instructions on their behalf by providing written notice of such change to the United States and EPA in accordance with Section XVI (Notices). At the time of payment, the City shall send notice that payment has been made: (i) to EPA via email at acctstreivable.cinwd@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in accordance with Section XVI; and (iii) to EPA in accordance with Section XVI. Such notice shall reference the CDCS Number and DOJ case number 90-5-1-1-10964. In the event that full cash payment to the United States is not made within thirty (30) Days of the Effective Date, the City shall also pay to the United States interest on the balance due from the original due date to the date of payment, at the rate calculated pursuant to 28 U.S.C. § 1961.

25. The City shall pay the civil penalty due to MDEQ by check payable to the “Mississippi Department of Environmental Quality.” The check shall reference the case name and civil action number herein and shall be sent to: Mississippi Department of Environmental Quality, Attn: Jennifer Parish, P.O. Box 2339 Jackson, Mississippi 39225. In the event that full cash payment to MDEQ is not made within thirty (30) Days of the Effective Date, the City shall also pay to MDEQ interest on the balance due from the original due date to the date of payment, at the rate calculated pursuant to 28 U.S.C. § 1961.

IX. REPORTING REQUIREMENTS

26. The City shall submit the following reports:

a. Semi-Annual Reports. Beginning one (1) Month after the first two (2) Calendar Quarters following the Effective Date of this Consent Decree, and one (1) Month after each subsequent two (2) Calendar Quarters until termination of the Consent Decree, the City shall submit to EPA for review and approval a Semi-Annual Report. Each Semi-Annual Report shall include, at a minimum:

(1) The date, time, location (including whether in Group 1, 2, or 3), source, estimated duration, estimated volume, receiving water (if any), and cause of all SSOs occurring in the applicable six (6)-Month period in a tabulated electronic format. When available pursuant to Paragraph 20.b(8) of this consent decree (Remote Monitoring), each Semi-Annual Report shall also include information on all events when the Threshold specified by the City are attained and/or exceeded as identified by the remote monitoring devices required pursuant to Paragraph 20.b(8) of this Consent Decree;

(2) The date, time, estimated duration, estimated volume, and cause of all effluent violations occurring in the applicable six (6)-Month period in a tabulated electronic format

(3) A description of projects and activities completed and milestones achieved during the previous applicable six (6)-Month period pursuant to the requirements of this Consent Decree, in Gantt chart or similar format, including a description of the status of compliance or non-compliance with the requirements of this Consent Decree and, if applicable, the reasons for non-compliance. If any non-compliance cannot be fully explained at the time the report is due, the City shall include a statement to that effect in the report. The City shall investigate to determine the cause of the non-compliance and then shall submit an amendment to the report, including a full explanation of the cause of the non-compliance, within thirty (30) Days after submission of the Semi-Annual Report.

(4) A summary of significant projects and activities anticipated to be performed, and milestones anticipated to be achieved, in the successive applicable six (6)-Month period to comply with the requirements of this Consent Decree, in Gantt chart or similar format.

(5) Any additional information the City determines is appropriate to demonstrate that the City is implementing the remedial actions required under this Consent Decree in an adequate and timely manner.

b. Annual Reports. Beginning two (2) Months after the first full Calendar Year, and two (2) Months after each subsequent Calendar Year until termination of this Consent Decree, the City shall submit to EPA for review and approval an Annual Report. Each Annual Report shall cover the most recent applicable Calendar Year and shall include, at a minimum:

(1) A summary of the CMOM Programs implemented or modified pursuant to this Consent Decree, including a comparison of actual performance with any performance measures that have been established.

(2) A trends analysis of the number, volume, duration, and cause of the City's SSOs for the previous two Calendar Years updated to reflect the SSOs that occurred during the previous twelve (12)-Month period except that the first Annual Report shall only include the first twelve (12) Months.

27. Whenever any violation of this Consent Decree or any other event affecting the City's performance under this Consent Decree or its NPDES Permit may pose an immediate threat to the public health or welfare or the environment, the City shall notify, pursuant to Section XVI (Notices), EPA and MDEQ orally or by electronic or facsimile transmission as soon as possible, but no later than twenty-four (24) hours after the City first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

28. All reports shall be submitted to the persons designated in Section XVI (Notices).

29. Each report by the City under this Section shall be submitted in accordance with the provisions of Paragraph 17 of this Consent Decree. The certification requirement in Paragraph 17 does not apply to emergency or similar notifications where compliance would be impractical.

30. The reporting requirements of this Consent Decree do not relieve the City of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

31. Any information provided pursuant to this Consent Decree may be used by the United States or the State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. STIPULATED PENALTIES

32. The City shall be liable for stipulated penalties to the United States and the State for violations of this Consent Decree as specified below, unless excused under Section XI (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

33. Late Payment of Civil Penalty. If the City fails to pay the civil penalty required to be paid under Section VIII (Civil Penalty) when due, the City shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

34. The following stipulated penalties shall accrue for each violation identified below:

a. SSOs Reaching Waters. For each SSO that reaches waters of the United States or the State, a stipulated penalty may be assessed as follows:

Calendar Years 2020-2022	\$500
Calendar Years 2023 until Termination	\$1,000

b. Failure to Timely Submit Deliverable. For each day the City fails to timely submit any Deliverable, a stipulated penalty for each such Deliverable may be assessed as follows:

Period of Noncompliance:	Penalty Per Deliverable Per Day:
Period of Noncompliance:	Penalty Per Deliverable Per
Day: 1-30 days	\$500
31-60 days	\$1,000
More than 60 days	\$2,000

c. Failure to Timely Implement Work. For each day the City fails to timely implement any Work, daily stipulated penalties may be assessed for each such item of Work as follows:

Period of Noncompliance:	Penalty Per Deliverable Per Day:
1-30 days	\$500
31-60 days	\$1,000
61-180 days	\$2,000
More than 180 days	\$5,000

35. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

36. The City shall pay any stipulated penalty within thirty (30) Days of receiving the United States' written demand. The City shall pay fifty (50) percent of the total stipulated penalty amount due to the United States and fifty (50) percent to the State.

37. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Decree.

38. Stipulated penalties shall continue to accrue as provided in Paragraph 35, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA, after consultation with MDEQ, and is not appealed to the Court, the City shall pay accrued penalties determined to be owing, together with interest, within thirty (30) Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, the City shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, the City shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

39. The City shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 24, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. The City shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 25.

40. If the City fails to pay stipulated penalties according to the terms of this Consent Decree, the City shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for the City's failure to pay any stipulated penalties.

41. Subject to the provisions of Section XIV (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States and the State for the City's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the CWA or the MAWPCL, the City shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

XI. FORCE MAJEURE

42. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the City, of any entity controlled by the City, or of the City's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite the City's best efforts to fulfill the obligation. The requirement that the City exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest

extent possible. "Force Majeure" does not include the City's financial inability to perform any obligation under this Consent Decree.

43. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the City shall provide notice orally or by electronic or facsimile transmission to EPA and MDEQ, within seventy-two (72) Hours of when the City first knew that the event might cause a delay. Within seven (7) Days thereafter, the City shall provide in writing to EPA and MDEQ an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the City's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the City, such event may cause or contribute to an endangerment to public health, welfare or the environment. The City shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude the City from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The City shall be deemed to know of any circumstance of which the City, any entity controlled by the City, or the City's contractors knew or should have known.

44. If EPA, after a reasonable opportunity for review and comment by MDEQ, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by MDEQ, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify the City in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

45. If EPA, after a reasonable opportunity for review and comment by MDEQ, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the City in writing of its decision.

46. If the City elects to invoke the dispute resolution procedures set forth in Section XII (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, the City shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the City complied with the requirements of Paragraphs 42 and 43. If the City carries this burden, the delay at issue shall be deemed not to be a violation by the City of the affected obligation of this Consent Decree identified to EPA and the Court.

XII. DISPUTE RESOLUTION

47. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. The City's failure to seek resolution of a dispute under this Section shall preclude the City from raising any such issue as a defense to an action by the United States to enforce any obligation of the City arising under this Decree.

48. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the City sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement between the United States and the City. The United States shall consult with the State during the period of informal negotiations. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within forty-five (45) Days after the conclusion of the informal negotiation period, the City invokes formal dispute resolution procedures as set forth below.

49. Formal Dispute Resolution. The City shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting the City's position and any supporting documentation relied upon by the City.

50. The United States shall serve its Statement of Position within sixty (60) Days of receipt of the City's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States shall consult with the State during preparation of its Statement of Position. If within five (5) Days of receiving the United States' Statement of Position, the City requests to confer, the United States agrees to confer (in person or by telephone) with the City, but such a conference shall be concluded no later than twenty-one (21) Days after issuance of the United States' Statement of Position. Within fourteen (14) Days after the conclusion of the conference, the United States will either reaffirm its Statement of Position or issue an amended Statement of Position. If the United States fails to either reaffirm its Statement of Position or issue an amended Statement of Position within this fourteen (14) Day period, its Statement of Position shall be deemed reaffirmed. The United States' Statement of Position shall be binding on the City, unless the City files a motion for judicial review of the dispute in accordance with the following Paragraph.

51. The City may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XVI (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) Days of

receipt of the United States' Statement of Position pursuant to the preceding Paragraph. If the City requested to confer with the United States pursuant to the preceding Paragraph, the City's motion must be filed within ten (10) Days after the expiration of the fourteen (14) Day period following the conference during which the United States either reaffirms or amends its Statement of Position. The motion shall contain a written statement of the City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

52. The United States shall respond to the City's motion within the time period allowed by the Local Rules of this Court. The United States shall consult with the State during preparation of its response. The City may file a reply memorandum, to the extent permitted by the Local Rules.

53. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 49 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, the City shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 499, the City shall bear the burden of demonstrating that its position complies with this Consent Decree and better further the objectives of the Consent Decree.

54. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 388. If the City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X (Stipulated Penalties).

XIII. INFORMATION COLLECTION AND RETENTION

55. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;

- b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by the City or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess the City's compliance with this Consent Decree.

56. Upon request, the City shall provide EPA and MDEQ or their authorized representatives splits of any samples taken by the City. Upon request, EPA and MDEQ shall provide the City splits of any samples taken by EPA or MDEQ.

57. Until five (5) years after the termination of this Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

58. At the conclusion of the information-retention period provided in the preceding Paragraph, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to EPA or MDEQ. The City may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If the City asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by the City. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

59. The City may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that the City seeks to protect as CBI, the City shall follow the procedures set forth in 40 C.F.R. Part 2.

60. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of the City to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

61. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the Date of Lodging of this Consent Decree.

62. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 611. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the CWA, the MAWPCL, or their implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 611. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the City's Sewer System, whether related to the violations addressed in this Consent Decree or otherwise.

63. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the Sewer System or the City's violations, the City shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 611.

64. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The City is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and the City's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that the City's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, the MAWPCL, or with any other provisions of federal, State, or local laws, regulations, or permits.

65. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of the City shall not be cause for extension of any required compliance date in this Consent Decree.

66. Nothing in this Consent Decree limits the rights or defenses available under Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(c), in the event that the laws of the

State, as currently or hereafter enacted, may prevent the City from raising the revenues needed to comply with this Decree.

67. This Consent Decree does not limit or affect the rights of the City or of the United States or the State against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against the City, except as otherwise provided by law.

68. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XV. COSTS

69. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by the City.

XVI. NOTICES

70. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States:

By Mail:

EES Case Management Unit

Re: DJ # 90-5-1-1-10964

Environment and Natural Resources Division

U.S. Department of Justice

P.O. Box 7611

Washington, D.C. 20044-7611

By Email:

eescasemanagement.enrd@usdoj.gov

Re: DJ # 90-5-1-1-10964

And

Chief, NPDES Permitting and Enforcement Branch

Water Protection Division

U.S Environmental Protection Agency, Region 4

ATTN: Sara Janovitz

61 Forsyth Street, S.W.

Atlanta, GA 30303

(404) 562-9870

As to EPA:

Chief, NPDES Permitting and Enforcement Branch
Water Protection Division
U.S Environmental Protection Agency, Region 4
ATTN: Sara Janovitz
61 Forsyth Street, S.W.
Atlanta, GA 30303
(404) 562-9870
Fax: (404) 562-9729
Email: janovitz.sara@epa.gov

As to the State/MDEQ:

Chief, Environmental Compliance and Enforcement Division
Office of Pollution Control
Mississippi Department of Environmental Quality
P.O. Box 2261
Jackson, MS 39225-2261
(601) 961-5682
Fax: (601) 961-5674
Email: csanders@deq.state.ms.us

As to the City:

Mayor
City of Meridian
P.O. Box 1430
Meridian MS 39302

71. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

72. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVII. EFFECTIVE DATE

73. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that the City hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVIII. RETENTION OF JURISDICTION

74. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XII and XIX, or effectuating or enforcing compliance with the terms of this Decree.

XIX. MODIFICATION

75. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the parties. Defendant's request for modification may be based, among other things, on: (1) an integrated plan developed in accordance with EPA's Integrated Municipal Stormwater and Wastewater Planning Approach Framework, issued on June 5, 2012; or (2) a current Financial Capability Assessment (per EPA's Financial Capability Assessment Framework, issued on November 24, 2014). If either the Integrated Municipal Stormwater and Wastewater Planning Approach Framework or the Financial Capability Assessment Framework is modified after the Effective Date, the Defendants' request for modification shall be based on the version of the Framework(s) that is in effect on the day that the request for modification is submitted to the Plaintiffs.

76. Any modification of this Consent Decree, as defined in Section XIX, or any documents that are developed pursuant to the requirements of this Decree and that become a part of the Decree, that effect a material change to the terms of the Decree shall become effective upon a subsequent written agreement signed by all Parties and approved by the Court. Any schedule that is included in this Decree or in any document developed pursuant to the Decree may be extended, modified or revised upon written agreement of the Parties, without Court approval, unless the schedule extension effects a material change to the terms of this Decree.

77. Any disputes concerning the modification of this Decree, as defined in Section XIX, shall be resolved pursuant to Section XII (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 53 the party seeking the modification of the Decree bears the burden of demonstrating that it is entitled to the requested modification in accordance with Fed. R. Civ. P. 60(b).

XX. TERMINATION

78. This Consent Decree may be terminated when the United States determines that the City has satisfactorily completed the requirements of Section VII (Compliance Requirements), provided the City has fulfilled all other obligations of this Consent Decree, including payment of the civil penalty and any accrued stipulated penalties as required by this Consent Decree not waived or reduced by the United States. The City may serve upon the United States a Request for Termination, certifying that the City has satisfied those requirements, together with all necessary supporting documentation.

79. Following receipt by the United States of the City's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether the City has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the United States and the City shall submit, for the Court's approval, a joint stipulation terminating the Decree.

80. If the United States, after consultation with the State, does not agree that the Decree may be terminated, the City may invoke Dispute Resolution under Section XII. However, the City shall not seek Dispute Resolution of any dispute regarding termination until one hundred and twenty (120) Days after service of its Request for Termination.

XXI. PUBLIC PARTICIPATION

81. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. The City and the State each consent to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified the Parties in writing that it no longer supports entry of the Decree.

XXII. SIGNATORIES/SERVICE

82. Each undersigned representative of the City, the State, EPA, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

83. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. The City agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIII. INTEGRATION

84. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXIV. FINAL JUDGMENT

85. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and the City. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXV. APPENDICES

86. The following Appendices are attached to and part of this Consent Decree:

“Appendix A” is the Early Action Capital Improvement Projects;

“Appendix B” is a map and a list of the Sewerbasins;

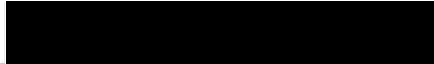
“Appendix C” is the EPA Region 4 guidance on Capacity, Management, Operation, and Maintenance (“CMOM”) programs.

Dated and entered this 3rd day of AUGUST, 2019.


UNITED STATES DISTRICT JUDGE
Southern District of Mississippi

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR THE UNITED STATES OF AMERICA:



WILLIAM A. WEINISCHKE
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611
Telephone: 202/514-4592
Facsimile: 202/616-2427
Email: bill.weinischke@usdoj.gov

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

D. MICHAEL HURST, JR.
United States Attorney
Southern District of Mississippi



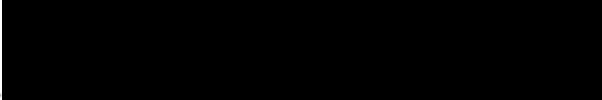
KRISTI H. JOHNSON ✓
MS Bar No. 102891
Assistant United States Attorney
Southern District of Mississippi
501 East Court Street
Suite 4.430
Jackson, Mississippi 39201

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

Date:

5/14/19

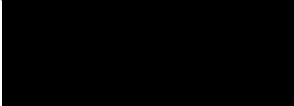

LEIF PALMER
Regional Counsel
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Of Counsel:
SUZANNE K. ARMOR
Associate Regional Counsel
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

Date: 5/8/19



Ben

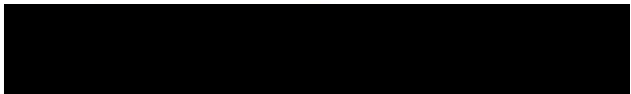
MARK POLLINS
Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

SARAH GONZALEZ
Attorney-Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi:

FOR PLAINTIFF STATE OF MISSISSIPPI BY AND THROUGH THE MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date: 04/24/2019



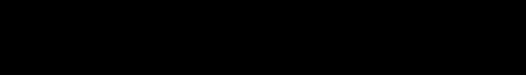
GRETCHEN L. ZMITROVICH
MS Bar No. 101470
Senior Attorney
Office of Pollution Control
Mississippi Department of Environmental Quality
P.O. Box 2261
Jackson, Mississippi 39225
Telephone: (601) 961-5050
Facsimile: (601) 961-5674
Email: gzmitrovich@mdeq.ms.gov

WE HEREBY CONSENT to the entry of this Consent Decree in United States et al. v. City of Meridian, Mississippi:

FOR THE CITY OF MERIDIAN:

Date:

4/18/19


PERCY BLAND, Mayor
601 23rd Avenue
Meridian, Mississippi 39302
Telephone: (601) 485-1926