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INTRODUCTION

WHEREAS, Plaintiffs, the United States of America, by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of Georgia, at the request of the Georgia Department of Natural Resources, Environmental Protection Division ("EPD"), filed a Complaint in this action alleging that the Defendant, City of Atlanta ("Defendant"), has committed violations of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* ("CWA") and the Georgia Water Quality Control Act, O.C.G.A. § 12-5-21 *et seq.* ("GWQCA"); and,

WHEREAS, the Defendant is a political subdivision of the State of Georgia and is the holder of National Pollutant Discharge Elimination System ("NPDES") permits authorizing the discharge of pollutants from wastewater treatment facilities ("WWTFs") and combined sewer overflow treatment facilities owned and operated by the City, and is the owner and operator of wastewater collection and transmission systems; and,

WHEREAS, the fourth claim for relief in the Complaint addresses allegations regarding the combined sewer overflow ("CSO") treatment facilities including allegations that Defendant has violated the CWA, GWQCA and applicable NPDES permits; and,

WHEREAS, on September 24, 1998, the Court entered a Consent Order resolving the allegations in the fourth claim for relief in

the Complaint as well as CSO-related claims brought by citizen plaintiffs in Civil Action No. 1:95-CV-2550-TWT; and,

WHEREAS, the first claim for relief in the Complaint addresses allegations regarding Defendant's WWTFs including allegations that Defendant violated the CWA, GWQCA and applicable NPDES permits; the second claim for relief in the Complaint addresses allegations that the Defendant failed to enter into interjurisdictional agreements with satellite systems that address pretreatment requirements in violation of the CWA and GWQCA and applicable rules and regulations regarding pretreatment requirements; the third claim for relief in the Complaint addresses allegations regarding Defendant's sewage collection and transmission system, including allegations that Defendant violated the CWA, GWQCA and applicable NPDES permits; and,

WHEREAS, the civil penalty paid under this First Amended Consent Decree resolves the allegations in the Complaint, Sewage Overflows entering waters of the State identified through March 22, 1999, and future dry land Sewage Overflows identified through the date of implementation of the management, operation and maintenance plans as described herein; and,

WHEREAS, Defendant, without making any admission of fact or law or evidence of same, or of any violation of any law or regulation, and Plaintiffs agree that (a) settlement of the first, second and third claims for relief in the Complaint in accordance with this First Amended Consent Decree is in the best interests of the parties and the public; and (b) entry of this

First Amended Consent Decree without litigation is the most appropriate means of resolving the first, second and third claims for relief in the Complaint; and,

WHEREAS, in the interest of advancing work to be performed under this First Amended Consent Decree, the parties agreed to proceed with such work notwithstanding that the First Amended Consent Decree had not yet been lodged and entered by the Court. Therefore, some of the work required by this First Amended Consent Decree has been performed and the dates set forth herein have already passed;

NOW THEREFORE, with respect to the first, second and third claims for relief, and before the taking of any testimony, without admission by the Defendant of the non-jurisdictional allegations in the Complaint, without adjudication of any issue of fact or law, and upon the consent and agreement of the parties to this First Amended Consent Decree, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction over the subject matter herein and the parties to this action pursuant to Section 309 of the Act, 33 U.S.C. § 1319, and 28 U.S.C. §§ 1331 and 1345. The Complaint states claims upon which relief may be granted against the Defendant under Sections 309 and 505 of the Act, 33 U.S.C. §§ 1319 and 1365, for injunctive relief and civil penalties. Authority to bring suit herein on behalf of the United States is

vested in the United States Department of Justice by 28 U.S.C. §§ 516 and 519, and 33 U.S.C. §§ 1366 and 1369. Authority to bring suit herein on behalf of the State of Georgia is vested in the Georgia Department of Law by the Georgia Constitution, Article 5, Section 4.

II.

VENUE

Venue is proper in the United States District Court for the Northern District of Georgia, Atlanta Division, pursuant to Section 309(b) of the Act, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because it is the judicial district in which the Defendant is located, and in which the alleged violations occurred.

III.

PARTIES

A. Plaintiff, United States of America, is acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency.

B. Plaintiff, the State of Georgia, is acting at the request and on behalf of the Georgia Department of Natural Resources, Environmental Protection Division.

C. Defendant, the City of Atlanta, Georgia, is a political subdivision of the State of Georgia, formed under the laws of the State of Georgia, a "person" within the meaning of Section 502(5) of the Act, 33 U.S.C. § 1362(5), and a "municipality" within the meaning of Section 502(4) of the Act, 33 U.S.C. § 1362(4).

IV.

BINDING EFFECT

A. The provisions of this First Amended Consent Decree shall apply to, and be binding upon the Defendant and its officials, officers, directors, employees, agents, servants, successors and assigns, and upon all persons, firms and corporations who assist the Defendant in performing its obligations under this First Amended Consent Decree.

B. Effective seven (7) days from the Date of Lodging of this First Amended Consent Decree until its termination, the Defendant shall give written notice of this First Amended Consent Decree to any successors in interest prior to transfer of ownership, management, operation or maintenance of any portion of its WWTFs and shall provide a copy of this First Amended Consent Decree to any successor in interest. The Defendant shall notify EPA Region 4 and the EPD, in writing, as specified in Section XX, of any successor in interest at least twenty-one (21) days prior to any such transfer.

C. The Defendant shall provide a copy of this First Amended Consent Decree to each engineer, consultant and contractor to be retained to perform any activities required by this First Amended Consent Decree upon execution of any contract relating to such work, and shall provide a copy to each engineer, consultant and contractor already retained for such purpose no later than thirty

(30) days after the Date of Lodging of this First Amended Consent Decree.

V.

OBJECTIVES

It is the express purpose of the parties entering into this First Amended Consent Decree to further the objectives set forth in Section 101 of the CWA, 33 U.S.C. § 1251, and to resolve those issues alleged by the Government Plaintiffs in their Complaint that were not resolved in the CSO Consent Decree. In light of these objectives, the Defendant agrees, *inter alia*, to comply with all conditions of its NPDES permits for its WWTFs; to use sound engineering practices to design and construct any improvements to the individual WWTFs and Defendant's Wastewater Collection and Transmission Systems required by this First Amended Consent Decree; to use sound management, operational, and maintenance practices to implement all the requirements of this First Amended Consent Decree; and to achieve expeditious implementation of the provisions of this First Amended Consent Decree for the purpose of (1) achieving full compliance with the NPDES Permits for the WWTFs, the GWQCA, and the CWA relating to all of the Defendant's WWTFs and Wastewater Collection and Transmission Systems; (2) eliminating all Unpermitted Discharges; and, (3) eliminating all Sanitary Sewage Overflows.

VI.

DEFINITIONS

A. Unless otherwise defined herein, terms used in this First Amended Consent Decree shall have the meaning given to those terms in the CSO Consent Decree or in the CWA, 33 U.S.C. §§ 1251 et seq., and the regulations promulgated thereunder,

B. The following terms used in this First Amended Consent Decree shall be defined as follows:

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

2. "Certification" or "certify" when used in this First Amended Consent Decree shall require the Defendant to comply with Section XIX of this First Amended Consent Decree.

3. "City" or "Defendant" shall mean the City of Atlanta, Georgia.

4. "CSO Consent Decree" shall mean the Consent Decree that was entered by this Court on September 24, 1998, for Civil Action File Nos. 1:95-CV-2550-TWT and 1:98-CV-1956-TWT.

5. "Date of Entry" as it pertains to the CSO Consent Decree shall mean the date of September 24, 1998; and as it pertains to the First Amended Consent Decree, "Date of Entry" shall mean the date the First Amended Consent Decree is approved and signed by a United States District Court Judge.

6. "Date of Lodging" as it pertains to the CSO Consent Decree shall mean the date of July 13, 1998; and as it pertains

to the First Amended Consent Decree, "Date of Lodging" shall mean the date the First Amended Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Northern District of Georgia, Atlanta Division.

7. "Day" or "Days" as used herein shall mean a calendar day or calendar days, unless otherwise indicated. When the day a report or other deliverable is due under this First Amended Consent Decree falls on a Saturday, Sunday, federal holiday or legal holiday for the City, the City shall have until the next calendar day that is not one of the aforementioned days for submittal of such report or other deliverable.

8. "Defendant's Wastewater Collection and Transmission Systems" shall mean all wastewater collection and transmission sewers, pump stations, force mains, and other appurtenances which are owned or operated by the Defendant.

9. "First Amended Consent Decree" shall mean this First Amended Consent Decree, including the Exhibits set forth in Section XXVII.

10. "Interjurisdictional Agreement" shall mean a binding contract or contracts between two (2) or more Municipalities that (1) designates control authority for the development, implementation and enforcement of the approved pretreatment program for industrial discharges to a Satellite Sewer System; and (2) establishes the terms and conditions under which the NPDES permit holder agrees to convey and treat wastewater generated by Satellite Sewer Systems.

11. "Major Gravity Sewer" shall mean sanitary sewers which are eighteen (18) inches or greater in diameter or combined sewers which are greater than thirty (30) inches in diameter.

12. "Major Gravity Trunk Sewer" shall mean all individual sewers entering a WWTF plus sanitary sewers which are twenty-four (24) inches or greater in diameter or combined sewers which are forty-eight (48) inches or greater in diameter.

13. "Major Pump Station" shall mean the following: Bolton Road, Flint River, and Philip Lee Pump Stations.

14. "Paragraph" shall mean a portion of this First Amended Consent Decree identified by an uppercase letter.

15. "Public Document Repository" shall include City Hall East, 675 Ponce de Leon Avenue, N.E., Atlanta, Georgia, or any other place agreed upon in writing by EPA/EPD. Documents sent to a Public Document Repository pursuant to this First Amended Consent Decree are intended to be available for public review and copying. The Defendant shall bear sole responsibility for depositing documents in the Public Document Repository.

16. "Satellite Sewer System" shall mean any municipal wastewater collection and transmission system or portion of a system that discharges into the Defendant's Wastewater Collection and Transmission Systems.

17. "Section" shall mean a portion of this First Amended Consent Decree identified by an uppercase Roman Number.

18. "Sewage Overflow" or "Sanitary Sewage Overflow" shall mean the intentional or unintentional diversion of flow

from a sanitary or combined sewer collection and transmission system which occurs before the headworks of a sewage treatment plant with the exception of discharges from permitted combined sewer overflows. Sewage Overflows include discharges to waters of the United States and the State as well as discharges to public or private property that do not reach waters of the United States or the State, such as to land surfaces or structures.

19. "Sewerbasin" shall mean all portions of the Defendant's Wastewater Collection and Transmission Systems tributary to a trunk sewer entering a WWTF. Each Sewerbasin is hydraulically linked and independent of other Sewerbasins, unless otherwise noted.

20. "Sewer Group" shall mean a group of Sewersheds within a common level of priority for evaluation, rehabilitation and relief requirement. These groups may be comprised of Sewersheds within a single Sewerbasin or within more than one (1) Sewerbasin and need not be contiguous.

21. "Sewershed" or "Mini-sewerbasin" shall mean a subdivision of a Sewerbasin that typically consists of 10,000 to 50,000 linear feet of hydraulically linked sewers that are tributary to a point in the sewer system which has permanent or temporary flow monitoring. Sewer system evaluation techniques are undertaken on a Sewershed basis.

22. "Surcharging" shall mean the condition that exists when the supply of wastewater to be carried is greater than the capacity of the pipes to carry it. The surface of the wastewater

in manholes rises above the top of the sewer pipe, and the sewer is under pressure or head, rather than at atmospheric pressure.

23. "Unpermitted Discharge" shall mean the discharge of pollutants from a point source into waters of the United States or the State which is not authorized by an NPDES permit.

24. "Wastewater Treatment Facility" ("WWTF") shall mean devices or systems used in the storage, treatment, recycling, and reclamation of municipal sewage. For purposes of this First Amended Consent Decree, this definition includes the following facilities owned, managed, operated, and maintained by the Defendant: the R.M. Clayton, South River, Utoy Creek, and Intrenchment Creek Water Reclamation Centers ("WRCs").

VII.

REMEDIAL ACTIONS FOR DEFENDANT'S WASTEWATER TREATMENT FACILITIES

A. MAINTENANCE MANAGEMENT SYSTEM

The Defendant shall install and implement a Maintenance Management System ("MMS") for the R.M. Clayton, Utoy Creek, and South River WRCs to ensure that preventive and corrective maintenance is conducted and that equipment integral to proper operation and maintenance, treatment units, and tanks are maintained so as to achieve compliance with the NPDES permits.

1. The MMS at each WRC shall include the following elements:

a. Identification of equipment used in the treatment of wastewater liquids and biosolids ("Equipment").

b. Identification of the standard procedures to conduct preventive maintenance of the Equipment ("Standard Maintenance Procedures").

c. Identification of the frequency and duration of preventive maintenance necessary to ensure that the Equipment is maintained in such a way so as to achieve compliance with the NPDES permits.

d. Identification of the training and education required for maintenance personnel to perform the Standard Maintenance Procedures.

e. Procedures for recognition of indicators that corrective maintenance on Equipment is necessary.

f. Procedures for the generation of work orders for preventive and corrective maintenance of the Equipment.

g. Procedures for the generation of purchase orders associated with preventive and corrective maintenance of the Equipment.

h. An Inventory Management System that includes:

(i.) an inventory of critical spare parts stored at the WRC and a list of where the remaining critical spare parts may be secured to enable the repair or replacement of Equipment in a minimum amount of time and to ensure proper operation of the WRC; and,

(ii.) procedures for maintaining and updating the information in the Inventory Management System.

i. A system for tracking preventive and corrective maintenance activities and histories including the generation of summary reports each month that identify:

(i.) major Equipment failures occurring in the previous month; and,

(ii.) the end-of-month status of preventive and corrective maintenance work orders issued or outstanding in the previous month for Equipment.

j. Procedures to ensure that failures of Equipment and/or loss of power supply during abnormal and emergency conditions are corrected in a timely fashion so as to limit the downtime of the facility or component.

2. On November 15, 1998, the Defendant submitted an MMS implementation plan to EPA and EPD that included the following items:

a. Lists of the Equipment for the R.M. Clayton WRC, South River WRC and Utoy Creek WRC;

b. Lists of critical spare parts for the Equipment referenced in subparagraph VII.A.2.a. above;

c. A schedule for the installation and implementation of the MMS at each WRC, which includes major milestones;

d. Examples of the types of MMS reports and forms which will be used by the Defendant; and,

e. Examples of the appropriate form of Standard Maintenance Procedures.

3. EPA/EPD reviewed and provided comments to the Defendant within thirty (30) days of receipt of the MMS implementation plan. The Defendant shall incorporate EPA/EPD's comments into the MMS implementation plan and immediately commence implementation of the MMS in accordance with the MMS implementation plan.

4. After providing two (2) business days' notice, EPA/EPD may conduct audits of the Defendant's facilities to determine the status of the implementation of the MMS. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days upon completion of the audit. Within sixty (60) days of receipt of EPA/EPD's comments, the Defendant shall certify that Defendant has taken action to correct any deficiencies identified during the audit.

5. By April 1, 1999, the Defendant shall have fully installed and implemented the MMS at the R.M. Clayton WRC that includes the elements required under subparagraph VII.A.1. above.

6. The Defendant shall develop and implement the MMS at the Utoy Creek and South River WRCs as approved by EPA/EPD for existing Equipment and process units that are scheduled to remain in operation for a period of at least eighteen (18) months after the Date of Entry of this First Amended Consent Decree.

7. After installation of the MMS is complete, the Defendant shall input into the MMS maintenance and spare parts information for new Equipment within one hundred and twenty (120) days from the date on which the Defendant accepts the Equipment.

New Equipment of the type and character as that described in the Equipment list referenced in subparagraph VII.A.2.a. above that is a component of the MMS implementation plan will be included in the MMS.

8. The Defendant shall notify within thirty (30) days upon completion of installation and implementation of the MMS at each WRC. The Defendant has notified EPA/EPD that it has installed and is implementing the MMS at R.M. Clayton WRC.

9. Maintenance Training Program

a. The Defendant shall develop a Maintenance Training Program including an implementation schedule for each WRC. The Maintenance Training Program shall consist of the following elements:

(i.) training for maintenance supervisors and personnel regarding the MMS in subparagraph VII.A.1. above;

(ii.) schedules for the training of maintenance supervisors and personnel; and,

(iii.) a system for tracking the training activities described in subparagraphs VII.A.9.a.(i.) and VII.A.9.a.(ii.) above.

b. On May 1, 1999, the Defendant submitted a Proposed Maintenance Training Program for EPA/EPD review and comment. The Proposed Maintenance Training Program shall include a description of the training to be provided to maintenance supervisors and personnel, estimated frequency of training, and a description of the system which will track training activities.

c. Within sixty (60) days of receipt of EPA/EPD's comments, the Defendant shall modify its Proposed Maintenance Training Program and submit the modified Proposed Maintenance Training Program to EPA/EPD for approval. Within thirty (30) days of receipt of EPA/EPD's final approval, the Defendant shall implement the Maintenance Training Program as approved by EPA/EPD. The Maintenance Training Program shall become a part of and enforceable under this First Amended Consent Decree. Beginning May 1, 2000, the Defendant shall certify, on a semiannual basis (May 1 and November 1), that Defendant is implementing the Maintenance Training Program as approved by EPA/EPD.

10. EPA/EPD may audit and review the MMS for each WRC after receiving the Defendant's notification that it has fully installed and is implementing the MMS and the Maintenance Training Program. EPA/EPD shall provide the Defendant two (2) business days' notice prior to conducting the audit.

11. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days of completion of the audit. The Defendant shall commence corrective action for any deficiencies provided by EPA/EPD after the audit within sixty (60) days of receipt or provide an action plan for those actions which will take longer than sixty (60) days to correct. After the Defendant completes corrective action of any deficiencies for the MMS, the Defendant shall certify the completion of installation and implementation of the MMS.

12. Upon certification by the Defendant of the completion of the installation and implementation of the MMS, EPA/EPD may conduct periodic audits of these programs without prior notice to the Defendant.

B. OPERATIONS PROGRAM

1. The Defendant shall revise the current operations program for the R.M. Clayton, South River and Utoy Creek WRCs ("Operations Program") so that it meets the requirements set forth in this subparagraph. The Operations Program shall include procedures to ensure that all Equipment is operated so as to achieve compliance with the NPDES permit. The Operations Program shall include the following elements for each WRC:

a. Operations

- (i.) operations manuals for Equipment;
- (ii.) descriptions of the operational controls at the WRCs;
- (iii.) the maximum flow that each process unit may treat before WRC effluent quality is expected to exceed NPDES permit limits;
- (iv.) a peak flow operations plan;
- (v.) schematics of the solids and liquids treatment processes;
- (vi.) an organizational chart consisting of the names, positions, telephone numbers and responsibilities of the operations personnel at each WRC;

(vii.) procedures for the year-round disposal of biosolids in the event the Defendant cannot incinerate all or a portion of the biosolids generated at the WRCs; and,

(viii.) a detailed operations training program for WRC operations personnel and supervisors.

b. Process Control

(i.) descriptions of the parameters for each treatment unit monitored for the purpose of process control, including the frequency of monitoring and guidelines for interpreting the data in order to implement modification(s) and adjustment(s) to the systems and Equipment;

(ii.) identification of tasks associated with the operation of the WRCs, including overall process control strategy and unit-specific tasks, an analysis of the level of personnel assigned to the task and the frequency and duration associated with the tasks;

(iii.) procedures for unit-specific tasks and overall process control ("Standard Operating Procedures"); and,

(iv.) Standard Operating Procedures (including emergency response plans, as necessary) for abnormal operational conditions (e.g., power outages and weather-related events) to ensure that Equipment is operated so as to achieve compliance with NPDES permits, ensure safety of all personnel,

and ensure proper communication of the current operational state of the WRC to WRC personnel ("Contingency Operating Procedures").

c. Sampling

(i.) procedures to ensure that representative sampling is conducted at the WRCs in accordance with the requirements of NPDES permits and 40 C.F.R. Part 136;

(ii.) descriptions of all sampling locations;

(iii.) schematics showing the sampling locations;

(iv.) procedures for collecting samples from the designated locations;

(v.) procedures for obtaining sample containers, preservatives, and/or monitoring equipment from the laboratory;

(vi.) procedures for collecting samples in containers as described in 40 C.F.R. Part 136; and,

(vii.) procedures to ensure that all samples requiring immediate (i.e., within fifteen (15) minutes) analyses are either monitored in the field or transported to the laboratory for immediate analysis.

2. On November 15, 1998, the Defendant submitted an Operations Program implementation plan to EPA and EPD for review and comment that included the following items:

a. A list of the systems and Equipment at each of the WRCs for which the Defendant shall maintain data in the Operations Program;

b. The Operations Program for the ultraviolet disinfection system of the Utoy Creek WRC. The Defendant shall develop a comparable Operations Program for the systems and Equipment identified in subparagraph VII.B.2.a. above;

c. A process through which Operations personnel provide input into the Operations Program and for the annual review and update of the Operations Program addressing comments received from the Operations personnel;

d. Examples of the form of Standard Operating Procedures and Contingency Operating Procedures; and,

e. A schedule for the development and implementation of the Operations Program at each WRC, which includes major milestones.

3. EPA/EPD reviewed, provided comments and approved Defendant's Operations Program implementation plan. The Defendant has incorporated EPA/EPD's comments into the Operations Program implementation plan.

4. The Defendant shall develop and implement the Operations Program at the R.M. Clayton, Utoy Creek and South River WRCs for existing Equipment and process units that are scheduled to remain in operation for a period of eighteen (18) months after the Date of Entry of this First Amended Consent

Decree. Such development and implementation shall be completed by August 1, 2000.

5. The Defendant shall input operating information for new Equipment into the Operations Program prior to the date on which the Defendant accepts that Equipment as fully operational.

6. After providing two (2) business days' notice, EPA/EPD may conduct periodic audits of the Defendant's facilities to determine the status of the development and implementation of the Operations Program. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days upon completion of the audit. Within sixty (60) days of receipt of EPA/EPD's comments, the Defendant shall certify that Defendant has taken action to correct any deficiencies identified during the audit.

7. By August 1, 2000, the Defendant shall notify EPA/EPD that the Operations Programs are developed and implemented.

8. EPA/EPD may audit and review the Operations Program for each WRC after receiving the Defendant's notification in subparagraph VII.B.7. above. EPA/EPD shall provide the Defendant two (2) business days' notice prior to conducting the audit.

9. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days upon completion of the audit. The Defendant shall commence corrective action for any deficiencies provided by EPA/EPD after the audit within sixty (60) days of receipt or provide an action plan for those actions

which will take longer than sixty (60) days to correct. After the Defendant completes corrective action of any deficiencies for the Operations Program, the Defendant shall certify the completion of development and implementation of the Operations Program.

10. Upon certification by the Defendant of the completion of the development and implementation of the Operations Program, EPA/EPD may conduct periodic audits of this program without prior notice to the Defendant.

11. Operations Training Program

a. The Defendant shall develop an Operations Training Program including an implementation schedule for Operations personnel at the WRCs. The Operations Training Program shall include the following elements:

(i.) training in the use of the Operations Program;

(ii.) training of Operations personnel about the use of information in the Operations Program;

(iii.) training that ensures Operations personnel are knowledgeable about the Standard Operating Procedures and how to implement each task of the Standard Operating Procedures assigned to them or their subordinates efficiently and effectively on a day-to-day basis;

(iv.) training that ensures all Operations personnel are knowledgeable about the Contingency Operations

Procedures and how to respond efficiently and effectively to atypical operational situations; and,

(v.) a system for tracking the training activities described in subparagraph VII.B.11.a.(i.)-(iv.) above.

b. On May 1, 1999, the Defendant submitted the Proposed Operations Training Program for EPA/EPD review and comment that included a description of the training to be provided to all Operations personnel, estimated frequency of training, and a description of the system which will track training activities.

c. Within sixty (60) days of receipt of EPA/EPD's comments, the Defendant shall modify its Proposed Operations Training Program and submit the modified Operations Training Program to EPA/EPD for approval. Within thirty (30) days of receipt of EPA/EPD's final approval, the Defendant shall implement the Operations Training Program as approved by EPA/EPD. The Operations Training Program shall become a part of and enforceable under this First Amended Consent Decree. Beginning May 1, 2000, the Defendant shall certify, on a semiannual basis (May 1 and November 1), that Defendant is implementing the Operations Training Program as approved by EPA/EPD.

12. Safety Program

a. The Defendant shall develop a Safety Program including an implementation schedule for each WRC adequate to ensure the safe operation and maintenance of the WRCs.

b. On May 1, 1999, the Defendant submitted a Proposed Safety Program for EPA/EPD review and comment. The Proposed Safety Program shall include safety procedures specific to the facility and tasks being performed and, where appropriate, confined space entry and lock out and tag-out procedures.

c. Within sixty (60) days of receipt of EPA/EPD's comments, the Defendant shall modify its Proposed Safety Program for the WRCs and submit the modified Proposed Safety Program to EPA/EPD for approval. Within thirty (30) days of receipt of EPA/EPD's final approval, the Defendant shall implement the Safety Program as approved by EPA/EPD. The Safety Program shall become a part of and enforceable under this First Amended Consent Decree. Beginning May 1, 2000, the Defendant shall certify, on a semiannual basis (May 1 and November 1), that Defendant is implementing the Safety Program as approved by EPA/EPD.

d. Prior to the commencement of operation of new, upgraded or repaired Equipment, the Defendant shall modify the Safety Program to incorporate the new, upgraded, or repaired Equipment at the WRCs.

C. LABORATORY INFORMATION MANAGEMENT SYSTEM

1. The Defendant shall implement upgrades to the current laboratory information system ("LIMS") at the Defendant's laboratories that service the R.M. Clayton, South River and Utoy Creek WRCs. The upgraded LIMS shall include the following elements:

a. Procedures that ensure samples collected for determining compliance with the NPDES permits and 40 CFR Part 503 are analyzed in accordance with the methods described in 40 C.F.R. Part 136, 40 CFR Part 503 and the NPDES permits;

b. Procedures that ensure sample monitoring instruments and laboratory equipment used in determining compliance with the NPDES permits and 40 CFR Part 503 are calibrated in accordance with *Standard Methods for the Examination of Water and Wastewater* - 18th Edition, AWWA, APHA and WEF, or as revised, and approved by EPA;

c. Procedures that ensure sample monitoring instruments and laboratory equipment used in determining compliance with the NPDES permits and 40 CFR Part 503 are maintained in accordance with the manufacturer's recommendations;

d. With respect to subparagraph VII.C.1.a.- c. above, quality assurance/quality control practices that conform to the *Handbook for Analytical Quality Control in Water and Wastewater Laboratories* (USEPA and EPD 1979a) and *Standard Methods for the Examination of Water and Wastewater*, 18th Edition, AWWA, APHA, and WEF, or as revised, and approved by EPA; and,

e. Procedures to assure participation in EPA/EPD Discharge Monitoring Report Quality Assurance studies, including the timely acquisition of sample sets from EPA or EPA's contractor; timely and appropriate parameter analyses of sample

sets in accordance with NPDES permit requirements; and timely reporting of results to EPA or EPA's contractor.

2. On April 1, 1999, the Defendant submitted a LIMS implementation plan to EPA and EPD that included:

a. A list of all parameters that will be analyzed by the Defendant's laboratories for purposes of determining compliance with the NPDES permits and 40 CFR Part 503; and,

b. A schedule for the implementation of the LIMS at the Defendant's laboratories which includes major milestones.

3. EPA/EPD will use best efforts to review and provide comments to the Defendant within thirty (30) days of receipt of the LIMS implementation plan. Upon receipt of EPA/EPD's comments, the Defendant shall incorporate the comments into the LIMS implementation plan.

4. The Defendant shall implement the LIMS at the Defendant's laboratories that service the R.M. Clayton, Utoy Creek and South River WRCs no later than February 1, 2001.

5. The Defendant shall train WRC laboratory personnel in the use of the LIMS no later than February 1, 2001.

6. After providing two (2) business days' notice, EPA/EPD may conduct periodic audits of the Defendant's facilities to determine the status of the implementation of the LIMS. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days upon completion of the audit. Within sixty (60) days of receipt of EPA/EPD's comments, the

Defendant shall certify that Defendant has taken action to correct the deficiencies identified during the audit.

7. The Defendant shall notify EPA/EPD when the upgraded LIMS is fully implemented.

8. EPA/EPD may audit and review the upgraded LIMS, and implementation practices, after receiving notification from the Defendant that the upgraded LIMS is fully implemented.

9. EPA/EPD will use best efforts to provide written comments to the Defendant within sixty (60) days upon completion of the audit of the LIMS. The Defendant shall commence corrective action for any deficiencies provided by EPA/EPD after the audit within sixty (60) days of receipt or provide an action plan for those actions which will take longer than sixty (60) days to correct. After the Defendant completes corrective action of any deficiencies for the LIMS, the Defendant shall certify the completion of implementation of the upgraded LIMS.

10. Upon certification by the Defendant that the LIMS is being fully implemented, EPA/EPD may conduct periodic audits of this program without prior notice to the Defendant.

D. COMPOSITE CORRECTION PROGRAM

1. The Defendant has provided EPA/EPD with a certification bearing the seal of a Professional Engineer, licensed in the State of Georgia and competent in the design of wastewater treatment facilities, that the planning and design of the Capital Improvement Program fulfills the goals and purposes of the EPA Composite Correction Program, as described in the EPA

manuals titled *Improving POTW Performance Using the Composite Correction Approach*, EPA CERI, October 1984, and *Retrofitting POTWs*, EPA CERI, July 1989.

2. A copy of the engineering certification is attached as Exhibit A. and incorporated herein by this reference.

E. DOCUMENT RETENTION

1. The Defendant shall retain records for a period of three (3) years for the following items:

a. Laboratory analyses performed, including sample data, quality control data, and standard curves;

b. Calibration and maintenance records of laboratory instruments;

c. Calibration and maintenance records and recordings from continuous reading instruments;

d. Process control monitoring records;

e. Facility operation and maintenance records;

f. Copies of reports required by the NPDES permits; and,

g. Data and information used to complete the permit applications.

2. The Defendant shall retain records for a period of five (5) years for the following items:

a. Discharge Monitoring Reports and Monthly Operating Reports;

b. Monitoring data regarding the disposal or beneficial reuse of biosolids; and,

c. Certifications required under 40 CFR Part 503 regarding disposal practices for sewage sludge, if applicable.

3. For all records identified in subparagraphs VII.E.1. and 2. above, the Defendant shall maintain a master record list that indicates the name of the record kept, the location of the record at the WRC and the person responsible for keeping the record.

F. CAPITAL IMPROVEMENT PROGRAM

The Defendant has underway a Wastewater Treatment Facility Capital Improvement Program for the R.M. Clayton, Utoy Creek, Intrenchment Creek, and South River WRCs. The capital improvements include construction of new Equipment as well as the upgrade and rehabilitation of existing Equipment. The schedule for the Wastewater Treatment Facility Capital Improvement Program is attached hereto as Exhibit B. and shall be enforceable under this First Amended Consent Decree.

G. OPERATIONS AND MAINTENANCE CONTINGENCY PLAN

During the construction of the Wastewater Treatment Facility Capital Improvement Program, the Defendant shall take the following actions to assure compliance with the NPDES permit requirements:

1. Include a condition in each construction contract that the contractor submit to the Defendant the following information:

a. Work plans for the startup of each process unit constructed or rehabilitated as a part of that construction contract;

b. Work plans to demonstrate proper operation, function and performance of the Equipment constructed or rehabilitated under that contract;

c. A schedule showing the dates on which the contractor proposes to remove Equipment from service, and the dates on which the Equipment will be returned to service; and,

d. Work plans for routing flows around a piece of Equipment during the time period that Equipment is taken out of service.

2. Convene meetings among Defendant's construction managers, WRC operations staff, WRC maintenance staff, the construction contractor, and design engineer during the period of construction for purposes of coordinating construction activities and WRC permit compliance activities.

3. At each coordination meeting, discuss and review construction activities that have the potential to affect operations of the existing WRCs.

4. Prepare minutes of the coordination meetings and maintain a copy of the minutes.

5. Develop procedures for communicating among coordination meeting participants those construction-related activities that bear on the operating of the existing WRCs as the

activities unfold and during periods between coordination meetings.

6. Develop procedures for the initial start-up and operation of the Equipment constructed as part of the Wastewater Treatment Facility Capital Improvement Program.

H. PRETREATMENT PROGRAM

1. The Defendant shall review all current Interjurisdictional Agreements with Satellite Sewer Systems that discharge wastewater into the Defendant's Wastewater Collection and Transmission Systems for conformance with the *Multijurisdictional Pretreatment Programs Guidance Manual*, EPA 833-B-94-005, June 1994 ("Guidance Manual").

2. Within ninety (90) days from the Date of Entry of this First Amended Consent Decree, the Defendant shall submit to EPA/EPD for comment any Interjurisdictional Agreements that Defendant believes conform to the Guidance Manual.

3. If the current Interjurisdictional Agreement with a Satellite Sewer System does not conform with the Guidance Manual, or, if Defendant believes revisions are necessary, Defendant will submit suggested revisions to the Interjurisdictional Agreement for EPA/EPD approval within ninety (90) days from the Date of Entry of this First Amended Consent Decree. Upon approval of the suggested revisions to the Interjurisdictional Agreement, the Defendant shall undertake negotiations with the Satellite Sewer System to revise the Interjurisdictional Agreement. Upon completion of negotiations with the Satellite Sewer System, the

Defendant shall submit to EPA/EPD for comment and approval the revised Interjurisdictional Agreement.

4. The Defendant will present any comments from EPA/EPD to the Satellite Sewer System for incorporation into the Interjurisdictional Agreement. Upon incorporation of EPA/EPD's comments, the Defendant will submit the Interjurisdictional Agreement to EPA/EPD for final approval.

5. If, ninety (90) days after EPA/EPD approval of revisions under subparagraph VII.H.3. above or submittal of EPA/EPD's comments under subparagraph VII.H.4. above, the Satellite Sewer System refuses to enter into an Interjurisdictional Agreement that conforms to the Guidance Manual, or the Satellite Sewer System refuses to incorporate EPA/EPD's comments into the Interjurisdictional Agreement, the Defendant shall notify EPA/EPD.

I. REPORTING

The Defendant shall report orally, to EPD, within twenty-four (24) hours, all Unpermitted Discharges of pollutants to waters of the United States or the State from the Defendant's Wastewater Treatment Facilities. The Defendant shall submit to EPA and EPD within five (5) days of the discharge a written report that shall include, at a minimum, the following information:

1. The date(s) and duration of the discharge;
2. The estimated volume and nature of the discharge;
3. The cause of the discharge;

4. A description of the source;
5. The ultimate destination of the flow, e.g., surface water body name;
6. A USGS map showing path of flow and ultimate destination; and,
7. Corrective actions or plans to eliminate future discharges.

SECTION VIII.

REMEDIAL ACTIONS FOR DEFENDANT'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS

A. WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS

1. The Defendant's Wastewater Collection and Transmission Systems Capital Improvement Program Schedule (Exhibit C) for collection system projects will be incorporated into and become enforceable under this First Amended Consent Decree.

2. **Summary of the Collection and Transmission Systems Remedial Action Program**

a. The remedial action for the Defendant's Wastewater Collection and Transmission Systems consists of a comprehensive program including the development and implementation of programs to insure proper Management, Operation and Maintenance ("MOM") (VIII.B.) and a phased approach for the Evaluation and Rehabilitation of Defendant's Collection and Transmission Systems (VIII.C.). The remedial actions also address the Defendant's Interjurisdictional Agreements with Satellite Systems (VIII.D.) and Reporting Requirements (VIII.E.)

b. The MOM programs that the Defendant will develop and implement include the following: a Contingency and Emergency Response Plan (VIII.B.1.), a Short-Term Operation Plan (VIII.B.2.a.), Pump Station Evaluations (VIII.B.2.d.), a Grease Management Program (VIII.B.3.), a Sewer Mapping Program (VIII.B.4.), a Maintenance Management System (VIII.B.5.), Training and Safety Programs (VIII.B.6. & VIII.B.7.), a Capacity Certification Program (VIII.B.8.) and a Long-Term Operations Plan (VIII.B.9.).

c. The initial Wastewater Collection and Transmission Systems' Capital Improvement Program described in Exhibit C consists of ten (10) projects previously identified by the Defendant as priorities. Additional capital improvement projects may be identified through the other programs required under this First Amended Consent Decree.

d. The Evaluation and Rehabilitation of the Collection and Transmission Systems consists of a multi-phased program which will result in a thorough analysis and evaluation of the Defendant's Wastewater Collection and Transmission Systems, the identification of deficiencies, and the correction of deficiencies. The first phase consists of developing several plans including: Flow and Rainfall Monitoring (VIII.C.1.), Hydraulic Modeling (VIII.C.2.), System-Wide Prioritization (VIII.C.3.), and Sewer System Evaluations (VIII.C.4.).

The second phase involves the implementation of these plans. The Defendant will undertake a Macro System Evaluation

(VIII.C.5.) which will assess the major components of the Defendant's Wastewater Collection and Transmission Systems and prioritize Sewerbasins into six (6) Sewerbasin Groups for individual evaluations. Following approved schedules, each Sewerbasin and Sewershed will be evaluated through the Sewer Group Peak Flow Evaluations (VIII.C.6.) and the Sewer System Evaluation Surveys for each Sewer Group (VIII.C.7.). These evaluations will determine the extent of rehabilitative needs and corrective actions necessary to meet the criteria set forth in this First Amended Consent Decree.

The third phase will be the implementation of the corrective actions identified during the evaluations. Rehabilitation and corrective actions may include, without limitation, sewer rehabilitation (e.g. grouting, relining), sewer replacement, and construction of relief sewers. Remedial actions will be completed by the dates set forth in subparagraph VIII.C.8.

e. Specific references must be cited for proposed procedures, techniques, and design criteria to be used in evaluating the Defendant's Wastewater Collection and Transmission Systems. The infiltration and inflow evaluations (peak flow) and sewer system evaluation surveys should be compatible with EPA's Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030, October 1991 or Water Environment Federation's Manual of Practice FD-6, Existing Sewer Evaluation & Rehabilitation, 1994.

f. Following EPA and EPD review, comment and approval, each MOM Program Plan, Evaluation and Rehabilitation Plan and Report, and schedule for corrective actions will be incorporated into and become enforceable under this First Amended Consent Decree and will be implemented according to the approved schedule. The MOM Programs may be audited by EPA and EPD to identify and correct deficiencies.

g. Nothing in this subparagraph (VIII.A.) shall in anyway modify or alter the requirements set forth elsewhere in this First Amended Consent Decree.

B. MANAGEMENT, OPERATION, AND MAINTENANCE PROGRAMS

1. Collection System Contingency and Emergency Response Plan

The Defendant shall develop and implement a written Collection System Contingency and Emergency Response Plan ("CSCERP") to adequately protect the health and welfare of persons in the event of any Sewage Overflows from the Defendant's Wastewater Collection and Transmission Systems.

a. On June 1, 1999, the Defendant submitted to EPA/EPD, for review and comment, the CSCERP that the Defendant shall follow to expediently notify and protect the affected public in the event waterways, ground surfaces, structures, or resources are exposed, or at risk of being exposed, to a Sewage Overflow from the Defendant's Wastewater Collection and Transmission Systems. The plan shall include but not be limited to:

(i.) procedures to provide expedient public notice, including notification through the local news media where appropriate;

(ii.) procedures to limit public access to and contact with areas affected by a Sewage Overflow. The geographic extent and duration of a public access limitation shall be determined in consultation and cooperation with the Fulton County Health Department and the DeKalb County Health Department, where appropriate;

(iii.) procedures to provide timely notice to EPA, EPD, and other appropriate Federal, State, and local agencies for Sewage Overflows. In accordance with the NPDES permits, the Defendant shall orally report any Unpermitted Discharge from the Defendant's Wastewater Collection and Transmission Systems to EPD within twenty-four (24) hours from the time the Defendant becomes aware of such Unpermitted Discharge and provide written notice within five (5) days. The Defendant shall concurrently provide written notice to EPA. The written notice shall contain a description of the Unpermitted Discharge and its cause(s), the location and duration of the Unpermitted Discharge, including the dates and times, the estimated volume discharged, and the waters affected. If an Unpermitted Discharge requires more than twenty-four (24) hours to correct through repairs, the Defendant shall also submit a separate written status report to EPD every five (5) days until the discharge is corrected;

(iv.) a program to ensure the rapid dispatch of personnel and equipment to correct or repair the condition causing or contributing to any Sewage Overflow;

(v.) a program to ensure the preparedness, including responsiveness training, of the Defendant's employees and contractors necessary for the effective implementation of the contingency plan in the event of any Sewage Overflow. The program should include coordination with other agencies as appropriate;

(vi.) a program to minimize the volume of untreated wastewater transmitted to the portion of the Defendant's Wastewater Collection and Transmission Systems impacted by the events precipitating the Sewage Overflow;

(vii.) a monitoring, sampling, analysis, and reporting program to determine whether receiving water bodies meet State water quality standards for fecal coliform, turbidity, pH, temperature, and dissolved oxygen immediately following an Unpermitted Discharge to surface waters. The program shall include, at a minimum: a program for the collection of surface water samples (which shall include a discussion of the frequency and duration of samples to be taken, the parameters to be sampled, and the location of such sampling events), a program to perform laboratory analysis consistent with 40 C.F.R. Part 136, quality assurance/quality control procedures and protocols, and a program for the reporting of all such data and information to EPA/EPD and other appropriate Federal, State, and local agencies.

The EPD may request, and the Defendant shall conduct, additional sampling and analysis as deemed necessary to evaluate the impact of a discharge event;

(viii.) an investigative approach to determine:

- the cause(s) of a Sewage Overflow;
- the extent of the problem through the inspection of the right-of-ways and manholes upsewer and downsewer for a minimum of one eighth (1/8) mile;
- the recurrence of the problem through follow-up inspections or monitoring of the Sewage Overflow location over a sufficient period of time after completion of the corrective action to confirm the effectiveness of the corrective actions;
- the action(s) that will be taken to prevent future similar occurrences;
- the location of other sites throughout the Defendant's Wastewater Collection and Transmission Systems where a similar event could occur;
- the relevant personnel notification and training needed to prevent future similar occurrences;
- the extent of wet weather related Sewage Overflow problems through the inspection or monitoring of all reported wet weather related Sewage Overflow locations during or promptly following any rain event exceeding 0.25 inches over a twenty-four (24) hour period which occurs in the Sewerbasin in which the Sewage Overflow has occurred, for a period of at least

four (4) months following the last report of a Sewage Overflow from that location; and,

(ix.) an implementation schedule.

b. Within thirty (30) days of receiving EPA/EPD's comments on the CSCERP, the Defendant shall modify the CSCERP consistent with EPA/EPD's comments, and submit the modified CSCERP to EPA/EPD for final review and approval.

c. Upon receiving EPA/EPD's final approval, the Defendant shall implement the CSCERP according to the approved schedule. The approved CSCERP shall become an enforceable part of this First Amended Consent Decree.

d. Beginning thirty (30) days after the Defendant receives final approval, EPA/EPD may conduct an audit of the Defendant's CSCERP after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the CSCERP noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Once all deficiencies are corrected, the Defendant shall certify to EPA/EPD the complete implementation of the CSCERP.

e. Upon receiving the Defendant's certification that it has completely implemented the CSCERP, EPA/EPD may conduct

periodic audits of the CSCERP without prior notice to the Defendant.

2. Short-Term Collection and Transmission Systems Operation Plan and Pump Station Evaluations

a. On or before July 1, 1999, the Defendant shall submit to EPA/EPD, for review and comment, a Short-Term Collection and Transmission Systems Operation Plan ("STCTSOP"). The STCTSOP shall consist of the following elements:

(i.) an evaluation of available information regarding current force main pressures to identify procedures that should increase the net transmission capacity in the Defendant's Wastewater Collection and Transmission Systems;

(ii.) identification of measures that should prevent or retard factors that degrade the hydraulic capacity or structural integrity of the Defendant's Wastewater Collection and Transmission Systems including solids build-up, corrosion, or any other factor;

(iii.) identification of the means and modes of communication between manned pump stations, field crews, and supervising staff;

(iv.) collection and transmission systems operations policies, practices, and procedures;

(v.) a list of all pump/ejector stations in the Defendant's Wastewater Collection and Transmission Systems;

(vi.) a pump/ejector station monitoring system which shall continuously monitor, report, and transmit information for each pump/ejector station as follows:

- for each Major Pump Station: pump station normal utility power failure, remote signal or transmission line failure, wet well high and low level alarms, pump station flow rate, pumps called for, pumps operating, and pump failure;

- for each other pump station: wet well high and low level alarms, remote signal or transmission line failure, and pump failure; and,

- for each pneumatic ejector station: ejector failure, and remote signal or transmission line failure;

(vii.) provide for and monitor elapsed time readings and ejector frequencies, and submit the nominal average pump operating time ("NAPOT") for each pump station and ejector frequency for each ejector station;

(viii.) an assessment of force mains, including an engineering evaluation of potential sulfide and corrosion control options with recommendations, and a summary report of findings, including a recommendation of the preferred sulfide and corrosion control method(s);

(ix.) the STCTSOP shall be limited to non-capital improvements to the Defendant's Wastewater Collection and Transmission Systems; and,

(x.) an implementation schedule.

b. Within thirty (30) days of receiving EPA/EPD's final comments on the STCTSOP, the Defendant shall modify the STCTSOP consistent with EPA/EPD's final comments and submit the STCTSOP to EPA/EPD for final approval. Upon receipt of EPA/EPD's approval, the Defendant shall implement the STCTSOP according to the approved schedule.

c. The Defendant shall review and update, as necessary, the STCTSOP until EPA/EPD approves the Long-Term Collection and Transmission Systems Operation Plan required under subparagraph VIII.B.9 below. The Defendant shall provide an annual update of the STCTSOP to EPA/EPD. Each annual update of the STCTSOP shall be subject to EPA/EPD review and approval.

d. On or before September 1, 1999, the Defendant shall:

(i.) inspect and perform a condition assessment for each pump/ejector station to identify any equipment malfunction or physical deficiency that could lead to an equipment malfunction; and,

(ii.) complete the repair made to each pump/ejector station to correct any equipment malfunction or physical deficiency that could lead to an equipment malfunction.

e. On June 1, 1999, the Defendant submitted a schedule for upgrade of the pump/ejector station(s) determined to require upgrade as of that date for EPA/EPD's review, comment, and approval. The schedule shall specify that the Defendant will initiate the upgrade of the pump/ejector station(s) within thirty

(30) days of receiving EPA/EPD's approval. The Defendant shall complete the upgrades in accordance with the approved schedule.

f. For overflow conditions caused by a pump/ejector station, and occurring after one hundred and eighty (180) days of the Date of Entry of this First Amended Consent Decree:

(i.) the Defendant shall inspect and complete the repair made to each pump/ejector station which caused or contributed to the overflow condition within sixty (60) days of the date of the overflow condition;

(ii.) if the Defendant determines that any pump/ejector station(s) which caused or contributed to the overflow condition must be upgraded, then within thirty (30) days of the date of the overflow condition, the Defendant shall submit a schedule for upgrade for EPA/EPD's review, comment, and approval. The schedule shall specify that the Defendant will initiate the upgrade of the pump/ejector station(s) within thirty (30) days of the date of receiving EPA/EPD's approval. The Defendant shall complete the upgrades in accordance with the approved schedule; and,

(iii.) the obligations of this subparagraph shall continue for a period of five (5) years from the Date of Entry of this First Amended Consent Decree.

3. Collection System Grease Management Program

a. On or before September 1, 1999, the Defendant shall submit, for EPA/EPD's review and comment, a Collection System Grease Management Program Proposal to control the discharge of

fat, grease, and oil from industrial and commercial users of the Defendant's Wastewater Treatment Facilities and the Defendant's Wastewater Collection and Transmission Systems. The Proposal shall include at a minimum:

(i.) a review of the legal authority in the current sewer use ordinances to control the discharge of grease and oil from industrial and commercial users of the Defendant's Wastewater Collection and Transmission Systems. If the review indicates a need to amend the legal authority in order to assume better control over the discharge of grease and oil into the Defendant's Wastewater Collection and Transmission Systems, the Proposal shall include the proposed revisions to the ordinance with a schedule for proposing the draft ordinances to the City Council for adoption;

(ii.) a discussion of the method(s) to control the discharge of fat, grease, and oil from industrial and commercial users of the Defendant's Wastewater Collection and Transmission Systems;

(iii.) methods of enforcement;

(iv.) staffing and equipment requirements to ensure effective implementation of the program; and,

(v.) an implementation schedule.

b. Within thirty (30) days of receiving EPA/EPD's comments on the Collection System Grease Management Program Proposal, the Defendant shall modify the Proposal consistent with EPA/EPD's comments, and submit the modified Proposal to EPA/EPD

for final review and approval as the Defendant's Collection System Grease Management Program.

c. Upon receiving EPA/EPD's final approval, the Defendant shall implement the Collection System Grease Management Program according to the approved schedule, including the pursuit of any required ordinance revisions. The approved Collection System Grease Management Program shall become an enforceable part of this First Amended Consent Decree.

d. Following the completion date on the approved schedule, EPA/EPD may conduct an audit of the Defendant's Collection System Grease Management Program after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the Collection System Grease Management Program noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Once all deficiencies are corrected, the Defendant shall certify to EPA/EPD the complete implementation of the Collection System Grease Management Program.

e. Upon receiving the Defendant's certification that it has completely implemented the Collection System Grease Management Program, EPA/EPD may conduct periodic audits of the Program without prior notice to the Defendant.

4. Sewer Mapping Program

The Defendant shall develop and implement a Geographic Information System ("GIS") map of its sanitary and combined sewerage systems.

a. On June 1, 1999, the Defendant submitted to EPA/EPD, for review and comment, a program to undertake the development of a GIS map of its sanitary and combined sewerage systems. The Defendant shall develop the mapping database so as to allow integration with a computer-based collection system model and a computer-based management system, if the Defendant implements this type of management system. The mapping program submitted to EPA/EPD shall include but not be limited to:

(i.) a program for producing a map capable of adequately showing the location of all manholes, combined sewer catch basins, gravity sewer lines, sewer service connections on lines which are televised, pump stations, force mains, valves, combined sewer overflow control points, wastewater treatment facilities, and other known appurtenances;

(ii.) a program for producing a mapping system that includes attribute data for all collection system components including, but not limited to, size, material, and estimated age or age range;

(iii.) a program for producing a mapping system that includes slope, invert elevation, and rim elevation attribute data for the gravity sewers included in the Model described in subparagraph VIII.C.2 below;

(iv.) a program for producing a map that adequately delineates the boundaries of all Sewerbasins and clearly marks the boundaries of those Sewerbasins which combine sanitary sewage and stormwater;

(v.) a program for producing a mapping system that depicts the invert elevation, where possible, and the rim elevation of every catch basin that is a part of the combined sewer system;

(vi.) a program for producing a map that clearly shows the location of the components of the sewer system relative to the surface streets and street addresses;

(vii.) a program for producing a map that adequately shows the location of all water bodies and political boundaries;

(viii.) a program for producing a map that is capable of being reproduced in a manner that will allow use by all sewer operation and maintenance crew leaders in the field;

(ix.) a program for producing a mapping system that allows entry and mapping of complaints received to geographically identify and track problems such as stoppages, service interruptions, and Sewage Overflows, and to assist in the planning and scheduling of maintenance; and,

(x.) a schedule for each significant milestone for producing a Macro System map that includes: Major Gravity Trunk Sewers, Major Pump Stations, and Force Mains of the

Defendant's Wastewater Collection and Transmission Systems in accordance with subparagraph VIII.C.5 below.

b. Within thirty (30) days of receiving EPA/EPD's comments on the Sewer Mapping Program, the Defendant shall modify the Sewer Mapping Program consistent with EPA/EPD's comments, and submit the modified Program to EPA/EPD for approval. Upon receiving EPA/EPD's approval, the Defendant shall implement the schedule for the Macro System mapping.

5. Collection and Transmission Systems Maintenance

a. On or before October 1, 1999, the Defendant shall submit, for EPA/EPD's review and comment, a Collection and Transmission Systems Maintenance Management System ("CTSMMMS") Plan. The Defendant's CTSMMMS shall provide proper operation of the gravity sewer lines, force mains, pump/ejector stations, and other equipment associated with the Defendant's Wastewater Collection and Transmission Systems while minimizing failures due to a lack of preventive care. The plan shall include, but not be limited to, the following:

(i.) physical inspection and testing procedures (CCTV, visual, smoke, dyed water, and others);

(ii.) preventive and routine maintenance schedules and procedures;

(iii.) corrective maintenance;

(iv.) schedules for the maintenance of right-of ways (e.g., on-street and off-street) and easements;

(v.) current staffing, organization, and resource commitments;

(vi.) an inventory management system that includes:

- lists of critical equipment and critical spare parts;

- an inventory of the critical spare parts and critical equipment stored at the Defendant's facilities, and a list of where the remaining critical spare parts and critical equipment may be secured to allow repairs in a minimal amount of time and maintain proper operation of the Defendant's Wastewater Collection and Transmission Systems; and,

- procedures for maintaining the routine/critical spare parts and equipment inventories, and procedures for updating this information in the inventory management system;

(vii.) an information system that the Defendant shall use to track implementation of the Maintenance Management System and calculate management, operation, and maintenance performance indicators such as:

- the annual linear footage of gravity sewer inspections;

- the annual linear footage of gravity sewers mechanically cleaned;

- the number of manholes visually inspected annually;

- the number of Sewage Overflows per mile of gravity sewer; and,

- the percent of labor hours of overtime.

(viii.) a tracking system for all maintenance activities, including pump station equipment histories;

(ix.) procedures for generation of maintenance work orders;

(x.) reports listing equipment problems and work orders generated during the prior month; and,

(xi.) an implementation schedule.

b. Preventive maintenance activities shall be scheduled appropriately, as required in subparagraph VIII.B.5.a.(ii.) above and shall include, but not be limited to, the following:

(i.) periodic service and calibration of all instrumentation such as flow meters, liquid level sensors, alarm systems, elapsed time meters, and remote monitoring equipment;

(ii.) routine inspection and service for all pumps including, but not limited to: engines, motors, generators, pumps, wet wells, impellers, seals, bearings, wear clearances, couplings, drives, and related equipment; and routine inspection and service for air release valves;

(iii.) inspection and cleaning of all gravity separate sanitary sewers, manholes, and combined sewers including connected storm drains and catch basins; and,

(iv.) routine inspection of all sewer and force main right-of-ways, including inspection of: creek crossings and related appurtenances, stream bank encroachment toward gravity sewer lines and force mains, and right-of-way or 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 lines or force mains). Inspections shall include written reports, and where appropriate, representative photographs or videos of appurtenances being inspected (manholes, creek crossings, etc.). Inspectors shall promptly report any observed Sewage Overflows to their area supervisors and shall record any evidence of Sewage Overflows which may have occurred since the last inspection. Any observed Sewage Overflows shall be promptly reported in accordance with the CSCERP.

Inspections and initial inspection frequencies shall, at a minimum, consist of the following:

- all elevated creek crossings shall be inspected monthly;
- all valves shall be inspected monthly; and,
- all right-of-ways within one hundred (100) feet of the streambanks of the following streams shall be inspected annually: the Chattahoochee River, Peachtree Creek including North and South Forks, Nancy Creek, Proctor Creek, Utoy Creek, Sandy Creek, Intrenchment Creek, and the South River including North and South Forks.

After the first six (6) months of inspections, the Defendant may submit a modified schedule for creek crossings and valves based upon the results of the initial inspections. Inspection intervals shall not be greater than ninety (90) days unless otherwise approved by EPA/EPD. If a wet weather related Sewage Overflow is determined to be the result of inadequate maintenance, and the problem is corrected and documented, the inspection or monitoring period may be reduced to two (2) months.

c. Within thirty (30) days of receiving EPA/EPD's comments on the CTSMMS Plan, the Defendant shall modify the Plan consistent with EPA/EPD's comments, and submit the modified Plan to EPA/EPD for final review and approval as the Defendant's CTSMMS.

d. Upon receiving EPA/EPD's final approval, the Defendant shall implement the CTSMMS according to the approved schedule. The approved CTSMMS shall become an enforceable part of this First Amended Consent Decree.

e. Following the completion date on the approved schedule, EPA/EPD may conduct an audit of the Defendant's CTSMMS after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the CTSMMS noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Within

thirty (30) days of correcting all deficiencies, the Defendant shall certify to EPA/EPD the complete implementation of the CTSMMS.

f. Upon receiving the Defendant's certification that it is fully implementing the CTSMMS, EPA/EPD may conduct periodic audits of the CTSMMS without prior notice to the Defendant.

6. Collection and Transmission Systems Training Program

a. On or before February 1, 2000, the Defendant shall submit, for EPA/EPD's review and comment, a Collection and Transmission Systems Training Program Proposal. The Defendant shall develop the Proposal by evaluating the tasks, equipment, and facilities associated with the operation and maintenance of the Defendant's Wastewater Collection and Transmission Systems. The Proposal shall include the following components:

(i.) general training to address the fundamental mission, goals, and policies of the Sewer Operations Division of the Department of Public Works. General training would include, for example, employee orientations, training in the basic principles of wastewater collection and transmission, customer service training, literacy training, and training in the Department of Public Works rules and regulations;

(ii.) collection system training to address the methods, processes, procedures, and techniques required to perform the duties and tasks necessary for the proper operation and maintenance of the Defendant's Wastewater Collection and Transmission Systems. Collection system training would include,

for example, training in equipment operation, pipe installation/replacement, pipe cleaning, pipe inspection, and reading as-built drawings;

(iii.) transmission system training to address the methods, processes, procedures, and techniques required to perform the duties and tasks necessary for the proper operation and maintenance of the Defendant's Wastewater Collection and Transmission Systems. Transmission system training would include, for example, training in equipment operation, pump/ejector inspection, pump/ejector maintenance, and pump/ejector repair;

(iv.) a description of the data management system(s) to be used for tracking personnel participation in, and completion of, the initial general training, collection system training, and/or transmission system training, and the corresponding refresher training; and,

(v.) an implementation schedule.

b. The general training component of the Proposal shall provide the content of the initial training, and the frequency and content of the refresher training, to be required for all Collection and Transmission Systems personnel. The training shall be designed to provide trainees with a thorough understanding of the mission, goals, and policies of the Sewer Operations Division of the Department of Public Works.

c. The collection system training and transmission system training components of the Proposal shall each:

(i.) identify the related tasks, equipment, and facilities which were evaluated;

(ii.) describe the technical knowledge necessary to properly conduct the individual tasks and properly operate the individual equipment and facilities;

(iii.) describe the underlying purposes and technical reasons for conducting the individual tasks or operating the individual equipment and facilities;

(iv.) provide a synopsis of the standard procedures which personnel shall follow when conducting the individual tasks or operating the individual equipment and facilities; and,

(v.) provide the content of the initial training, and the frequency and content of the refresher training, to be required for personnel conducting the individual tasks, or operating the individual equipment and facilities which were evaluated. The training shall be designed to provide trainees with a thorough understanding of the individual procedures, technical reasons, and underlying purposes associated with the individual tasks they may conduct, or the specific equipment and facilities they may operate.

d. Within thirty (30) days of receiving EPA/EPD's comments on the Collection and Transmission Systems Training Program Proposal, the Defendant shall modify the Proposal consistent with EPA/EPD's comments, and submit the modified Proposal to EPA/EPD for final review and approval as the

Defendant's Wastewater Collection and Transmission Systems Training Program.

e. Upon receiving EPA/EPD's final approval, the Defendant shall implement the Collection and Transmission Systems Training Program according to the approved schedule. The approved Collection and Transmission Systems Training Program shall become an enforceable part of this First Amended Consent Decree.

f. Following the completion date on the approved schedule, EPA/EPD may conduct an audit of the Defendant's Wastewater Collection and Transmission Systems Training Program after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the Program noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Within thirty (30) days of correcting all deficiencies, the Defendant shall certify to EPA/EPD the complete implementation of the Collection and Transmission Systems Training Program.

g. Upon receiving the Defendant's certification that it is fully implementing the Collection and Transmission Systems Training Program, EPA/EPD may conduct periodic audits of the Program without prior notice to the Defendant.

7. Collection and Transmission Systems Safety Program

a. On or before March 1, 2000, the Defendant shall submit, for EPA/EPD's review and comment, a Collection and Transmission Systems Safety Program Proposal. The Defendant shall develop the Proposal by evaluating the tasks, equipment, and facilities associated with the operation and maintenance of the Defendant's Wastewater Collection and Transmission Systems. The Proposal shall include, but not be limited to, the following components:

(i.) Measures to avert or eliminate identifiable safety hazards associated with the maintenance and repair of the Defendant's Collection System. These measures may include providing safety procedures specific to the types of maintenance activities and repair projects undertaken, providing safety equipment specific to the tasks being performed, and where appropriate, providing confined space entry and vehicle control procedures;

(ii.) Measures to avert or eliminate identifiable safety hazards associated with the operation, maintenance, and repair of the Defendant's Transmission Systems. These measures may include providing safety procedures specific to each pump/ejector station, providing safety equipment specific to the tasks being performed, and where appropriate, providing confined space entry and lock-out/tag-out procedures;

(iii.) Safety training which is to be required for each of the Defendant's Wastewater Collection and

Transmission Systems' personnel. This component shall include the content of the initial training, and the frequency and content of the refresher training;

(iv.) a description of the data management system to be used for tracking personnel participation in, and completion of, the initial safety training and the subsequent refresher training; and,

(v.) an implementation schedule.

b. The safety training component of the Proposal shall be designed so that each of the Defendant's Wastewater Collection and Transmission Systems personnel is familiar with, and understands the following:

(i.) The potential safety hazards associated with the individual tasks they may conduct, or the specific equipment and facilities they may operate; and,

(ii.) The measures available to avert or eliminate these safety hazards.

c. Within thirty (30) days of receiving EPA/EPD's comments on the Collection and Transmission Systems Safety Program Proposal, the Defendant shall modify the Proposal consistent with EPA/EPD's comments, and submit the modified Proposal to EPA/EPD for final review and approval as the Defendant's Collection and Transmission Systems Safety Program.

d. Upon receiving EPA/EPD's final approval, the Defendant shall implement the Collection and Transmission Systems Safety Program according to the approved schedule. The approved

Collection and Transmission Systems Safety Program shall become an enforceable part of this First Amended Consent Decree.

e. Following the completion date on the approved schedule, EPA/EPD may conduct an audit of the Defendant's Collection and Transmission Systems Safety Program after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the Program noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Within thirty (30) days of correcting all deficiencies, the Defendant shall certify to EPA/EPD the complete implementation of the Collection and Transmission Systems Safety Program.

f. Upon receiving the Defendant's certification that it is fully implementing the Collection and Transmission Systems Safety Program, EPA/EPD may conduct periodic audits of the Program without prior notice to the Defendant.

8. Short-Term Adequate Collection, Transmission, and Treatment Capacity

a. Effective no later than twenty-one (21) days from the EPA/EPD approval of Defendant's program submission required under subparagraph VIII.B.8.k. below, the Defendant shall authorize only those new sewer service connections or increases in flow from existing sewer service connections as provided for

in this subparagraph. The conditions of this Short-Term Capacity Program shall apply to each Sewerbasin or part of a Sewerbasin only until such time as the Sewerbasin remedial actions set forth in subparagraph VIII.C. below have been completed. No criteria contained in this subparagraph shall be construed as setting standards for the ultimate design of the Defendant's Wastewater Collection and Transmissions Systems as required below by subparagraph VIII.C. of this First Amended Consent Decree.

b. Adequate treatment capacity shall be demonstrated by the Defendant's certification that the Wastewater Treatment Facility which will receive flow from newly authorized sewer service connection(s) or increased flows from existing sewer service connections will not be in "non-compliance" for quarterly reporting as defined in 40 C.F.R. Part 123.45, Appendix A, at the time the wastewater treatment plant receives the flow from the newly authorized sewer service connection(s) or increased flows from existing sewer service connections, and the flow predicted to occur from all other authorized sewer service connections which have not begun to discharge into Defendant's Wastewater Collection and Transmission Systems.

c. Adequate transmission capacity shall be demonstrated by the Defendant's certification that each pump station through which all flow from the newly authorized sewer service connection(s) or increased flows from existing sewer service connections passes to the Wastewater Treatment Facility receiving such flow can transmit the existing one (1) hour peak

flow passing through the pump station plus the addition to existing peak flow predicted to occur from the newly authorized sewer service connection(s) or increased flows from existing sewer service connections, and the addition to existing peak flow predicted to occur from all other authorized sewer service connections which have not begun to discharge into Defendant's Wastewater Collection and Transmission Systems.

d. Adequate collection capacity shall be demonstrated by the Defendant's certification that each gravity sewer line through which all flow from the newly authorized sewer service connection(s) or increased flows from existing sewer service connections passes to the Wastewater Treatment Facility receiving such flow can carry the existing one (1) hour peak flow passing through the gravity sewer line plus the addition to existing peak flow predicted to occur from the newly authorized sewer service connection(s) or increased flows from existing sewer service connections, and the addition to that existing peak flow predicted to occur from all other authorized sewer service connections which have not begun to discharge into the Defendant's Wastewater Collection and Transmission Systems, provided as follows:

(i.) Defendant may authorize the additional flow upon a determination that capacity is available to carry existing and new flows in Defendant's Wastewater Collection and Transmission Systems without causing surcharging except as allowed under the Defendant's CSO permits.

(ii.) Defendant may authorize the additional flow in the Combined Sewer System upon a determination that capacity is available to carry existing and new flows in Defendant's Wastewater Collection and Transmission Systems without causing Sewage Overflows during the one (1) hour peak flow condition. Where additional flows to the Combined Sewer System are predicted to cause Sewage Overflows, Defendant may authorize additional flow upon demonstrating that a project or projects will offset the new flow by an amount greater than the estimated additional flows consistent with subparagraph VIII.B.8.e.(v.) below.

(iii.) Where the Defendant determines that a new sewer connection or addition to an existing sewer service connection will cause the peak flow in a separate gravity sewer line to surcharge, Defendant shall immediately evaluate the affected sewer line(s) under subparagraphs VIII.C.5. and C.6. below for determination of appropriate priorities and work, and shall determine whether the potential effect of the proposed flow requires application of the provisions of subparagraph VIII.B.8.e. below before authorization.

(iv.) For any Sewershed for which Defendant cannot certify that the new flows will not cause Sewage Overflows or determines Surcharging is unacceptable under subparagraph VIII.B.8.d.(iii.) above, the Defendant may elect to fulfill the provisions of subparagraph VIII.B.8.e. below which provisions shall apply to the Nancy Creek Sewerbasin and to the North Fork and South Fork Sewersheds of Peachtree Sewerbasin until such time

as Defendant is able to certify capacity under the provisions of this subparagraph VIII.B.8.d.

(v.) In developing estimates and projections for certifying adequate capacity, the Defendant shall use available records, flow meter records, good engineering judgment, the Hydraulic Model, Peak Flow Study and the SSES results when available under subparagraph VIII.C. below. For purposes of this subparagraph VIII.B.8. only, the term "one hour peak flow" shall mean the greatest flow in a sewer averaged over a sixty (60) minute period at a specific location, excluding storm events of extreme intensities and/or duration.

(vi.) After the approval of the Hydraulic Model, and only for the purpose of applying this subparagraph VIII.B.8.d. to the separate Sanitary Sewer System, the term "one hour peak flow" shall mean the greatest flow in a sewer averaged over a sixty (60) minute period at a specific location expected to occur once in two (2) years. After the approval of the Hydraulic Model, and only for the purpose of applying this subparagraph VIII.B.8.d. to the Combined Sewer System, the term "one hour peak flow" shall mean the greatest flow in a sewer averaged over a sixty (60) minute period at a specific location during a rain event with a recurrence interval of one (1) year.

For any Sewershed for which the Defendant cannot certify adequate collection capacity, the Defendant may elect to fulfill the provisions of subparagraph VIII.B.8.e below.

e. New sewer service connections, or an increase in flow at existing sewer service connections, may be authorized without the capacity certification in subparagraphs VIII.B.8.b.,c., or d. above, provided the Defendant certifies that all of the following provisions, where applicable, are satisfied:

(i.) the Defendant is in substantial compliance with all other provisions of this First Amended Consent Decree;

(ii.) the sewer lines which will convey the flow from the authorized sewer service connection or flow increase have not experienced dry weather Sanitary Sewage Overflows within the previous twelve (12) months which are due to inadequate capacity; or, in the alternative, any causes of any dry weather Sewage Overflows due to inadequate capacity have been eliminated;

(iii.) the Sewershed in which the authorized sewer service connection or flow increase is located has not had an increase in wet weather Sanitary Sewage Overflows within the previous twelve (12) months when compared to the twelve (12) month period previous to that, (normalized for difference in antecedent conditions, frequency, duration and intensity of rain events), which are due to inadequate capacity. This evaluation shall be performed monthly. This provision shall become applicable on May 1, 2001 with the comparison of the period from May 1, 2000 through April 30, 2001 to the period from May 1, 1999 through April 30, 2000.

(iv.) the Defendant has identified the segment(s) of the gravity sewer line(s) or the pump/ejector station(s) which do not meet the conditions set forth in subparagraphs VIII.B.8.c., or d. above;

(v.) the Defendant has undertaken specific projects which will reduce the contribution of infiltration/inflow to the peak flows in sewer lines affecting segment(s) or pump/ejector station(s) identified in subparagraph VIII.B.8.e.iv., and which shall be completed prior to the time the authorized sewer service connection or flow increase begins discharging into the collection system; the Defendant has permanently removed a sewer service connection; or the Defendant has added sewer capacity to those sewer lines affecting segments or pump/ejector station(s) identified in subparagraph VIII.B.8.e.(iv.) above which shall be completed prior to the time the authorized sewer service connection or flow increase begins discharging into the collection system;

(vi.) Defendant certifies, pursuant to subparagraph VIII.B.8.h. below, that the estimated addition to sewer capacity, permanent removal of a sewer service connection, and/or the estimated reduction in the inflow/infiltration contribution to peak flow to be achieved by the projects identified in subparagraph VIII.B.8.e.(v.) above will be greater than the estimated addition to peak flow from the authorized sewer service connection or flow increase. In order to assure that the inflow/infiltration reduction is achieved, Defendant

must certify that the estimated reduction will be greater than the estimated addition to peak flow by a factor of:

- five (5) to one (1) in the Nancy Creek Sewerbasin, and the North Fork sewersheds of the Peachtree Creek Sewerbasins only until June 15, 2000, and, three (3) to one (1) thereafter, provided that if the Defendant certifies that the Defendant will complete the Nancy Creek/Peachtree Creek diversion project no later than June 30, 2002, three (3) to one (1) shall apply from the date such certification is transmitted; and,

- three (3) to one (1) in any other sewershed that cannot meet the criteria of subparagraph VIII.B.8.b., c., or d. above;

(vii.) the Defendant shall perform an annual review of projects undertaken for the purposes of this subparagraph to determine if actual peak flow reduction and added capacity projects identified in subparagraph VIII.B.8.e.(v.) above are performing as estimated and shall use the results of this review to adjust future estimates as necessary;

(viii.) any sewer service connection or flow increase authorized under this subparagraph shall be conditioned upon the completion of the necessary added capacity or peak flow reduction projects described in subparagraph VIII.B.8.e.(v.) above and (vi.) prior to the time the authorized sewer service connection or flow increase begins discharging into the collection system;

(ix.) the Defendant may use a "banking system" such that the additional capacity and the infiltration/inflow reduction credits may be accumulated and used for authorization of future sewer service connection or flow increase authorizations in the affected sewer lines; and,

(x.) The Defendant may bank as an infiltration/inflow reduction credit the net balance based on recent improvements to sewer lines minus new connections authorized during the same period.

f. Notwithstanding the terms and conditions of subparagraphs VIII.B.8.b. c. and d. above, the Defendant may authorize new sewer service connections without the required certifications of adequate treatment, transmission, and collection capacity for health care facilities, public safety facilities, and, subject to EPA/EPD review and approval, for schools, and government facilities; or in those cases where a pollution or sanitary nuisance condition exists as the result of the discharge of untreated wastewater from an on-site septic tank, or in those cases which, in the sole judgement of EPA/EPD, provide substantial environmental and water quality benefit. The Defendant shall authorize such connections only after:

(i.) the Defendant has verified and documented the existence of the pollution or sanitary nuisance condition; where applicable; and,

(ii.) the Defendant submits to EPA/EPD documentation, which verifies the nature of the nuisance

condition, and the address and the precise point of discharge to the collection system, where applicable.

g. EPA/EPD may request, and the Defendant shall provide, any and all documentation necessary to support any certification made by the Defendant pursuant to this subparagraph (VIII.B.8.) and make available to meet with EPA/EPD those individuals providing the certifications in subparagraph VIII.B.8.h below.

h. For the purposes of this subparagraph VIII.B.8. only, the "Defendant's Certification" shall include both a certification by a senior management official of the City, pursuant to Section XIX of this First Amended Consent Decree, and a certification stamped by a Professional Engineer registered in the State of Georgia.

i. The Defendant shall establish a listing of all authorized sewer service connections which have not begun to discharge into the Defendant's Wastewater Collection and Transmission Systems no later than twenty-one (21) days from the EPA/EPD approval of Defendant's program submission required under subparagraph VIII.B.,8.k. below. The following information shall be recorded for each authorized connection: street address, estimated average flow, estimated peak flow, Sewerbasin, WWTF, date authorized, and estimated calendar quarter when the discharge from the connection will begin. The Defendant shall maintain an update of this listing as necessary for implementation of the short-term capacity program.

j. The Defendant may elect to perform a monthly capacity analysis for each Sewerbasin or part of a Sewerbasin by certifying that the Sewerbasin has adequate capacity, as defined in subparagraph VIII.B.8.b., c. and d., above to carry existing peak flows and the additional flows generated by all minor sewer service connections projected to be approved in the subsequent month. For any Sewerbasin or part of a Sewerbasin which can be so certified, the Defendant may approve these projected minor sewer service connections without performing individual certifications for each connection. For the purposes of this subparagraph, a minor sewer service connection shall be defined as a connection with an average flow not to exceed 2,500 gallons per day.

k. On June 1, 1999, the Defendant submitted for EPA/EPD review and comment the process to be used in evaluating the collection system capacity and one (1) hour peak flow and in evaluating the expected flow reductions pursuant to subparagraphs VIII.B.8.d. and e. above, including forms, procedures, methods, equations, staffing plans, flow meter locations, and the information or methods for obtaining information summarized in subparagraph VIII.B.8.d.(v.) and (vi.) above. Within thirty (30) days of receiving Defendant's submission, EPA/EPD shall provide comments for the Defendant to consider regarding improvement of the process. Within thirty (30) days of receiving EPA/EPD's comments, the Defendant shall modify the process consistent with EPA/EPD's comments, and submit the modified process to EPA/EPD

for approval which EPA/EPD shall review and approve within fifteen (15) days.

1. The Defendant notified the public and permit applicants on June 1, 1999, of the program requirements in this subparagraph VIII.B.8., including notifying permit applicants that projects larger than 2,500 gallons in the Nancy Creek Sewerbasin and North and South Fork Sewersheds of the Peachtree Creek Sewerbasin projects may not be allowed to connect to the collection system unless the Defendant is in compliance with this program including subparagraph VIII.B.8.e.(viii.) above. The Defendant waives any defense to compliance with the requirements of this subparagraph VIII.B.8. due to its failure to properly limit the vesting of any rights in a third-party to the extent that a court could find that such vesting might otherwise occur under Georgia or Federal law for applications received after the effective date of this subparagraph. The City shall install primary flow meters in all Sewerbasins no later than October 1, 1999.

**9. Long-Term Collection and Transmission Systems
Operation Plan**

a. Upon completion of the improvements identified in the Macro System Evaluation Report (subparagraph VIII.C.5. below), and included in all of the Sewer Group Peak Flow Evaluation Reports (subparagraph VIII.C.6. below) and Sewer Group Evaluation Survey Reports (subparagraph VIII.C.7. below), the Defendant shall submit for EPA/EPD's review and comment a Long-

Term Collection and Transmission Systems Operation Plan ("Long-Term Plan"). The Long-Term Plan shall use the Model required by subparagraph VIII.C.2. below. The Long-Term Plan shall:

(i.) evaluate the transmission capacity of the Defendant's Wastewater Collection and Transmission Systems;

(ii.) identify specific alternate flow routing options, if any, that will assist in preventing Sewage Overflows;

(iii.) minimize flow through CSO facilities;

(iv.) specifically evaluate existing force main operating pressures and maximum anticipated transient pressures due to pump failure, valve failure, pump start-up or shutdown, or other causes;

(v.) specifically evaluate the factor of safety against failure of the force mains due to the conditions identified in subparagraph VIII.B.9.a.(iv.) above;

(vi.) identify procedures and operating practices that should improve the net transmission capacity in the Defendant's Wastewater Collection and Transmission Systems;

(vii.) identify measures (including any capital improvements) that will assist in the prevention of the failure of force mains, further degradation of hydraulic capacity or structural integrity in the Defendant's Wastewater Collection and Transmission Systems, transient surge pressures, solids build-up, or any other cause of overflows; and,

(viii.) develop in writing, collection and transmission systems operations policies, practices, and procedures.

b. Within thirty (30) days of receiving EPA/EPD's comments on the Long-Term Plan, the Defendant shall modify the Long-Term Plan consistent with EPA/EPD's final comments, and submit the Long-Term Plan to EPA/EPD for approval. Within thirty (30) days of receiving EPA/EPD's approval, the Defendant shall implement the Long-Term Plan.

c. Beginning thirty (30) days after their approval of the Long-Term Plan, EPA/EPD may conduct an audit of the Defendant's Long-Term Plan after providing a minimum of two (2) business days' notice. Within sixty (60) days of completing the audit, EPA/EPD will use best efforts to provide written comments to the Defendant. Within sixty (60) days of receiving EPA/EPD's comments, the Defendant shall correct any deficiencies in the Long-Term Plan noted by EPA/EPD's audit, or provide an action plan for those corrections which will take longer than sixty (60) days to complete. Within thirty (30) days of correcting all deficiencies, the Defendant shall certify to EPA/EPD the complete implementation of the Long-Term Plan.

d. Upon receiving the Defendant's certification that it has completely implemented the Long-Term Plan, EPA/EPD may conduct periodic audits of the Long-Term Plan without prior notice to the Defendant.

C. EVALUATION AND REHABILITATION OF DEFENDANT'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS

The Defendant shall develop a program to evaluate and rehabilitate the Defendant's Wastewater Collection and Transmission Systems. The sewer system will be evaluated in two (2) phases: (1) a Macro System Evaluation and (2) Sewer Group Evaluations. System-wide Plans will first be developed, which will establish guidelines and standards under which the Macro System Evaluation and the Sewer Group Evaluations will be conducted.

1. System-wide Flow and Rainfall Monitoring Plan

a. On or before July 1, 1999, the Defendant shall submit for EPA/EPD's review and comment, a Flow and Rainfall Monitoring Plan for the purpose of identifying excessive infiltration and inflow into the Defendant's Wastewater Collection and Transmission Systems and to quantify peak flow factors for the Macro System and for each Sewerbasin. The Defendant shall use the monitoring results: to establish Sewer Group priorities, to guide infiltration/inflow analyses, as a data source for system modeling, and as an indicator of collection system performance. The Flow and Rainfall Monitoring Plan shall contain the following elements:

(i.) the criteria that the Defendant will use for establishing the location of flow and rainfall monitoring equipment installation for the Macro System and Sewer Group Evaluations, and for determining whether the Defendant will

install the flow monitoring equipment either permanently or temporarily;

(ii.) a map showing the location of each permanent and temporary flow monitoring and rainfall monitoring site established in the Defendant's Wastewater Collection and Transmission Systems on a Macro System basis;

(iii.) a description of the data management system that will organize, analyze, and report flow and rainfall data collected from the Defendant's Wastewater Collection and Transmission Systems;

(iv.) a description of the quality assurance and quality control program the Defendant will follow to ensure the accuracy and reliability of flow and rainfall data collected from the Defendant's Wastewater Collection and Transmission Systems; and,

(v.) a schedule the Defendant will follow to install flow and rainfall monitoring equipment used in the Macro System evaluation.

b. Within thirty (30) days of receiving EPA/EPD's comments on the Flow and Rainfall Monitoring Plan, the Defendant shall modify the Plan accordingly, and submit the Plan to EPA/EPD for final approval.

c. Upon receipt of EPA/EPD's final approval of the Flow and Rainfall Monitoring Plan, the Defendant shall implement the Macro System Flow and Rainfall Monitoring portion of the Plan.

2. System-wide Hydraulic Modeling Plan

a. The Defendant shall develop a hydraulic model of the Defendant's Wastewater Collection and Transmission Systems

("the Model"). The Defendant will use the Model for the following purposes:

(i.) to assist in the development and implementation of operation and maintenance procedures that optimize collection and transmission capacity;

(ii.) to evaluate the impact of infiltration/inflow rehabilitation projects, proposed system modifications, and upgrades and expansions to the collection and transmission capacity and performance of the Defendant's Wastewater Collection and Transmission Systems; and,

(iii.) to establish priorities for evaluating and rehabilitating Sewerbasins and Sewersheds.

b. The Model required by this subparagraph shall, at a minimum, be capable of:

(i.) predicting the volume of wastewater in force mains and the Major Gravity Sewer Lines;

(ii.) predicting the hydraulic pressure (psig) and flow capacity of wastewater at any point in force mains throughout the Defendant's Wastewater Collection and Transmission Systems;

(iii.) predicting the flow capacity of each pump station. With the exception of Major Pump Stations, the

Defendant may elect to perform manual calculations in lieu of utilizing the Model to evaluate pump station capacity;

(iv.) predicting the flow capacity of each pump station when the back up pump is not in service;

(v.) predicting the flow capacity of each Major Gravity Sewer Line;

(vi.) predicting the peak flows during wet weather and dry weather conditions for each pump station and each Major Gravity Sewer Line in the Defendant's Wastewater Collection and Transmission Systems;

(vii.) predicting the likelihood and location of Sewage Overflows from the Defendant's Wastewater Collection and Transmission Systems; and,

(viii.) developing infiltration and inflow hydrographs for the Sewerbasins and Sewersheds. The hydrographs shall be developed for various storm recurrence intervals. The infiltration and inflow hydrographs shall be combined with baseline wastewater flow and routed through the Major Gravity Sewer Lines, pump stations, force mains, and combined sewer overflow control facilities by the Model. The Model shall include methods for estimating wastewater flow, groundwater infiltration, and rain induced infiltration/inflow for each Sewerbasin and Sewershed. The hydrographs shall be developed using:

- historical flow data measured at pump stations, combined sewer overflow control facilities, and wastewater treatment facilities;

- existing nighttime isolation flow measurements; and,

- permanent and temporary flow monitoring data.

c. On or before September 1, 1999, the Defendant shall submit to EPA/EPD for review and comment, a Hydraulic Modeling Plan which shall contain, at a minimum, the following elements:

(i.) a description of the Model;

(ii.) specific attributes, characteristics, and limitations of the Model;

(iii.) identification of all input parameters, constants, assumed values, and expected outputs;

(iv.) identification of the staff or consultant(s), including a description of experience and training, who will be involved in the development or selection, installation, and continued implementation of the Model;

(v.) computer hardware required to run the Model;

(vi.) computer hardware selected for use;

(vii.) identification of the specific users of the Model and previous or current applications of the Model;

(viii.) a digitized map that identifies and characterizes the portions of the Defendant's Wastewater Collection and Transmission Systems that shall be included in the Macro System Model;

- (ix.) identification of input data to be used;
- (x.) configuration of the Model;
- (xi.) procedures and protocols for performance of sensitivity analyses (i.e., how the Model responds to changes in input parameters and variables);
- (xii.) procedures for calibrating the Model to account for values representative of the Defendant's Wastewater Collection and Transmission Systems using actual system data (e.g., flow data);
- (xiii.) procedures to verify the Model's performance using actual system data (e.g., flow data);
- (xiv.) the basis for inputs used to characterize inflow in each Sewerbasin;
- (xv.) how representative values of the Model's constant values such as pipe inside diameters or friction factors (e.g., Manning's "n" or Hazen-William's "c") shall be determined by using sound engineering judgement; and,
- (xvi.) a schedule of development.

d. Within sixty (60) days of the date of receiving EPA/EPD's comments on the Hydraulic Modeling Plan, the Defendant shall modify the Plan, consistent with EPA/EPD's comments, and within the capabilities of the Models selected by the Defendant and approved by EPA/EPD, submit the modified Plan to EPA/EPD for final approval. Upon receiving EPA/EPD's final approval, the Defendant shall implement the portion of the Hydraulic Modeling Plan relating to the Macro System Evaluation.

3. System-wide Prioritization Plan

a. On or before March 1, 2000, the Defendant shall submit to EPA/EPD for review and comment, a System-wide Prioritization Plan which shall contain the specific methodology to group Sewerbasins and/or Sewersheds into one (1) of six (6) Sewer Groups and to prioritize the evaluation of Sewer Groups, and which may include the following:

(i.) severity of infiltration and inflow in the Sewerbasin;

(ii.) frequency of Sewage Overflows in the Sewerbasin;

(iii.) ongoing rehabilitation, upgrade, or replacement projects in the Sewerbasin; and,

(iv.) other criteria which the Defendant deems appropriate.

b. Within sixty (60) days of the date of receiving EPA/EPD's comments on the System-wide Prioritization Plan, the Defendant shall modify the Plan consistent with EPA/EPD's comments and submit the modified Plan to EPA/EPD for final approval.

c. If the Defendant chooses to use rehabilitation, upgrade, or replacement projects as prioritization criteria, then as part of the submittal of the System-wide Prioritization Plan, the Defendant shall submit schedule information, including current status and completion dates.

4. Sewer System Evaluation Survey Plan

a. The Defendant shall develop a Sewer System Evaluation Survey Plan to address the structural integrity of the sewers and to identify means to improve sewer system capacity, including reducing infiltration/inflow to the Defendant's Wastewater Collection and Transmission Systems. For the purposes of this subparagraph VIII.C. of this First Amended Consent Decree only:

(i.) the term "evaluation" shall be interpreted in accordance with the meaning ascribed to that term in sub-chapters 3.3, 3.4, 3.5, 3.6, and Chapter 4 of the Handbook: *Sewer System Infrastructure Analysis and Rehabilitation*, EPA/625/6-91/030, October 1991, and in accordance with the technical procedures for identification of infiltration/inflow set forth in sub-chapters 3.3, 3.4, 3.5, 3.6 and Chapter 4; and,

(ii.) the term "rehabilitation" shall be interpreted in accordance with the meaning ascribed to that term in Chapter 6 of the Handbook: *Sewer System Infrastructure Analysis and Rehabilitation*, EPA/626/6-91/030, October 1991, and in accordance with the technical procedures for sewer system rehabilitation set forth in Chapter 6.

b. On or before October 1, 1999, the Defendant shall submit to EPA/EPD for review and comment, a Sewer System Evaluation Survey Plan which shall contain, at a minimum, the following elements:

(i.) procedures to evaluate infiltration in the Sewerbasins and Sewersheds;

(ii.) procedures to identify sources of inflow in the Sewerbasins and Sewersheds;

(iii.) techniques for reducing infiltration;

(iv.) a program to eliminate sources of inflow (including legal mechanisms and enforcement programs, if necessary);

(v.) methodologies to evaluate the success of items (i.) through (iv.), above;

(vi.) a review of the legal authority in the current sewer use ordinance to require that the owner of an illegal stormwater connection to the Defendant's sanitary sewer system take all appropriate steps necessary to eliminate the connection. If the review indicates a need to amend the legal authority in order to assume better control over illegal stormwater connections to the Defendant's sanitary sewer system, the Plan shall include the proposed revisions to the ordinance with a schedule for proposing the draft ordinance to the City Council for adoption;

(vii.) a review of the legal authority in the current sewer use ordinance to correct problems with capacity on the privately-owned portion of a customer service connection lateral. If the review indicates a need to amend the legal authority in order to assume better control over problems with capacity on the privately-owned portions of customer service

connection laterals, the Plan shall include the proposed revisions to the ordinance with a schedule for proposing the draft ordinance to the City Council for adoption;

(viii.) decision-making criteria, procedures, and protocols for prioritization of the evaluation and rehabilitation of gravity sewer lines and associated manholes;

(ix.) 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;

(x.) decision-making criteria, procedures, and protocols to determine the need for, and the conduct of, grouting in gravity sewer lines and associated manholes (e.g., leakage rate for application of grout);

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

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

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

(xiv.) decision-making criteria, procedures, and protocols to determine whether infiltration from a privately-owned lateral is excessive and needs to be addressed;

(xv.) decision-making criteria, procedures, and protocols to determine the need for, and the conduct of, flow isolation of gravity sewer lines and associated manholes; and,

(xvi.) guidelines for conducting a cost-effectiveness analysis to consider the rehabilitation costs for infiltration source, inflow source, and rainfall-induced inflow/infiltration source eliminations versus the costs of transportation, storage, and treatment. The Plan must document the basis and criteria for rehabilitation, transportation, storage, and treatment costs. In selecting remedial measures to achieve objectives of this First Amended Consent Decree, the Defendant will retain discretion to choose alternatives that are the most cost-effective long-term solutions.

c. Within sixty (60) days of the date of receiving EPA/EPD's comments on the Sewer System Evaluation Survey Plan, the Defendant shall modify the Plan consistent with EPA/EPD's comments, and submit the modified Plan to EPA/EPD for final approval.

d. The Sewer System Evaluation Surveys and associated sewer rehabilitation completed by the Defendant and included in Exhibit D, "Ongoing Sewer Rehabilitation Projects," shall be included in determining whether the Defendant has satisfied the provisions of this First Amended Consent Decree. Within thirty (30) days of the Date of Entry of this First Amended Consent Decree, the Defendant shall submit an update to Exhibit D for EPA/EPD's review and comment. Upon receiving EPA/EPD approval,

the Defendant shall receive credit for additional work completed prior to the Date of Entry of this First Amended Consent Decree.

5. Macro System Evaluation

a. Based upon the approved schedule, the Defendant shall submit to EPA/EPD for review and comment, a Macro System Evaluation Report. The Macro System Evaluation will pertain to Main Trunk Sewers, Major Pump Stations, and Force Mains of the Defendant's Wastewater Collection and Transmission Systems, and will consist of sewage flow monitoring, modeling, and inspection. The Defendant will use the results of the Macro System Evaluation to identify structural deficiencies in the Main Trunk Sewers, physical deficiencies in the Major Pump Stations and Force Mains, and to establish Sewer Group priorities for evaluation and rehabilitation. The Macro System Evaluation Report shall include, at a minimum, the following:

(i.) certification that the Hydraulic Models are capable of performing those functions required by subparagraph VIII.C.2. above for the Defendant's Wastewater Collection and Transmission Systems as prescribed by subparagraph VIII.C.2. above;

(ii.) certification that the Hydraulic Models have been calibrated (including the performance of sensitivity analyses) and verified in accordance with the Hydraulic Modeling Plan using actual system data (e.g., flow data) from permanent and temporary sewage flow monitoring points in the Defendant's Wastewater Collection and Transmission Systems. The Defendant

shall submit this certification to EPA/EPD with a report providing the methodology, data collected, and results of the Model calibrations and verifications;

(iii.) the flow rate in gallons per day, per inch-diameter, per mile of pipe ("gpd/in/mi") for each Sewerbasin according to the most recent available representative midnight flow data collected for that particular service area during the most recent dry season. Unless otherwise agreed by EPA/EPD, "midnight flows" shall mean the minimum flow rate experienced in a Sewerbasin (which is generally measured between 12:00 A.M. and 5:00 A.M.), exclusive of known commercial and industrial sources of wastewater;

(iv.) the flow rate in gallons per day, per inch-diameter, per mile of pipe ("gpd/in/mi") for each Sewerbasin according to the most recent available representative midnight flow data collected for that particular service area during the most recent wet season;

(v.) the estimated total length (in feet) of gravity sewer lines according to pipe diameter in each Sewerbasin;

(vi.) the peak flow rates for each Major Pump Station in the Defendant's Wastewater Collection and Transmission Systems;

(vii.) each Major Pump Station that fails to meet the criteria set forth in subparagraph VIII.C.5.b, including proposed remedial action(s) and schedules;

(viii.) the flow capacity of each Major Gravity Trunk Sewer including the existing dry weather flow and existing peak flow;

(ix.) any Major Gravity Trunk Sewer which fails to meet the objectives set forth in subparagraph VII.C.5.b. below, including proposed remedial actions and/or additional studies, and their schedules;

(x.) the results of applying the prioritization criteria approved in the System-wide Prioritization Plan; and,

(xi.) a schedule for the Sewer Group Peak Flow Evaluations (subparagraph VIII.C.6. below) including beginning dates and dates when the evaluation reports will be submitted to EPA/EPD. The schedule shall be based upon the prioritization of Sewerbasins and Sewersheds into six (6) Sewer Groups.

b. The criteria used to evaluate Sewerbasins shall, at a minimum, include the following:

(i.) that each Major Gravity Sewer shall be capable of managing projected peak flows without surcharging;

(ii.) that each Major Gravity Sewer shall be capable of carrying projected peak flows without causing a tributary sewer line to surcharge;

(iii.) that each Major Gravity Sewer shall be capable of carrying projected peak flows without impeding flow from an individual house service connection;

(iv.) that all gravity sewers are capable of carrying projected peak flows such that Sewage Overflows do not occur;

(v.) that each pump station shall be capable of carrying projected peak flows with a back-up pump out of service without contributing to Sewage Overflows from the Defendant's Wastewater Collection and Transmission Systems. For the purposes of this subparagraph, the term "back-up pump" shall mean the highest capacity pump installed in the pump station, except where two (2) or more pumps are of equally high capacity, in which case any of the highest capacity pumps may be designated as the back-up pump. The utilization of "in-line storage capacity" for peak flows resulting from storm events may be taken into consideration in evaluating the ability of each pump station to manage peak flows; and,

(vi.) that all applicable State and local regulatory requirements and permit conditions are met.

c. Within sixty (60) days of the date of receiving EPA/EPD's comments on the Macro System Evaluation Report, the Defendant shall modify the Report, consistent with EPA/EPD's comments, and submit the modified Report to EPA/EPD for final approval. The Defendant shall implement the Schedule for Sewer Group Peak Flow Evaluations upon receiving EPA/EPD's final approval.

6. Sewer Group Peak Flow Evaluations

a. No later than the dates approved in the Macro System Evaluation, the Defendant shall submit Sewer Group Peak Flow Evaluation Reports for EPA/EPD's review and comment. These Sewer Group Peak Flow Evaluation Reports shall include, at a minimum, the following:

(i.) the flow rate in gallons per day, per inch-diameter, per mile of pipe ("gpd/in/mi") for each Sewershed according to the most recent available representative midnight flow data collected for that particular service area during the most recent dry season. Unless otherwise agreed by EPA/EPD, "midnight flows" shall mean the minimum flow rate experienced in a Sewershed (which is generally measured between 12:00 AM and 5:00 AM), exclusive of known commercial and industrial sources of wastewater;

(ii.) the flow rate in gallons per day, per inch-diameter, per mile of pipe ("gpd/in/mi") for each Sewershed according to the most recent available representative midnight flow data collected for that particular service area during the most recent wet season;

(iii.) infiltration and inflow hydrographs for each Sewershed;

(iv.) estimates of wastewater flow, groundwater infiltration, and rain induced infiltration/inflow for each Sewershed;

(v.) the total length (in feet) of gravity sewer lines according to pipe diameter in each Sewershed;

(vi.) the total number of manholes in each Sewershed;

(vii.) the peak flow rates for each pump station in the Defendant's Wastewater Collection and Transmission Systems;

(viii.) each pump station that fails to meet the criteria set forth in subparagraph VIII.C.5.b. above, including proposed remedial action(s) and schedules;

(ix.) the flow capacity of each Major Gravity Sewer including the existing dry weather flow and existing peak flow;

(x.) any Major Gravity Sewer which fails to meet the criteria set forth in subparagraph VIII.C.5.b. above, including proposed remedial action(s) and schedules;

(xi.) a map of the Sewerbasin delineating the boundaries of each Sewershed showing the location of flow monitors and rain gauges;

(xii.) a description of the sewer system evaluation procedures (e.g., smoke testing, etc.) to be undertaken in each Sewershed, including a presentation of the criteria used in making the selection based upon the approved Sewer System Evaluation Survey Plan;

(xiii.) a schedule for conducting the Sewer Group Evaluation Surveys, including the beginning date and the date to be submitted to EPA/EPD; and,

(xiv.) a certification that sewer mapping has been completed in each of the Sewersheds within the Sewer Group.

b. Within sixty (60) days of the date of receiving EPA/EPD's comments on each Sewer Group Peak Flow Evaluation Report, the Defendant shall modify the Report consistent with EPA/EPD's comments, and submit the modified Report to EPA/EPD for final approval.

7. Sewer Group Evaluation Surveys

a. No later than the dates approved in each of the Sewer Group Peak Flow Evaluation Reports, the Defendant shall submit individual Sewer Group Evaluation Survey Reports for EPA and EPD review and comment. The Sewer Group Evaluation Survey Reports will include recommendations for Sewershed rehabilitation and upgrade, as needed, and a schedule of implementation. The Defendant shall incorporate the results of these evaluations into the Macro System Model in order to refine any System-Wide upgrades. Revisions to any System-Wide upgrade schedules will be submitted to EPA/EPD if the incorporation of these results impacts the scope of the improvements. The Sewer Group Evaluation Survey Reports shall include:

(i.) the total linear feet of sewer in the Sewer Group, listed by Sewershed, that was inspected through internal condition inspection and smoke testing;

(ii.) the total number of manholes, listed by Sewershed, that was inspected in the Sewer Group;

(iii.) a listing of all stormwater connections to the Defendant's separate sewer system that were discovered, a description of the program the Defendant will implement to eliminate those connections which are illegal pursuant to subparagraph VIII.C.4.b.(vi.) above, and a schedule for their elimination;

(iv.) an evaluation of the contribution of infiltration/inflow from private service laterals. If such contributions meet criteria outlined in the Defendant's Sewer System Evaluation Survey Plan, the Defendant shall propose corrective measures pursuant to subparagraph VIII.C.4.b.(vii.) above;

(v.) a summary description, listed by Sewershed, of all structural deficiencies identified for rehabilitation, including the sewer rehabilitation method, length of sewer, manhole rehabilitation method, and number of manholes;

(vi.) estimates of expected infiltration/inflow to be removed through the correction of the identified structural deficiencies;

(vii.) a description of any capacity related problems, not identified in subparagraph VIII.B.a.(x.) above, and proposed remedial actions;

(viii.) a cost-effectiveness analysis comparing the costs for rehabilitation of structural deficiencies with the cost of transportation, storage, and treatment; and,

(ix.) a proposed schedule for each remedial action identified. This schedule shall include major milestones.

b. Within sixty (60) days of the date of receiving EPA/EPD's comments on each Sewer Group Evaluation Survey Report, the Defendant shall modify the Report consistent with EPA/EPD's comments, and submit the modified Report to EPA/EPD for final approval. Upon final approval, the Defendant shall implement the recommendations in the Report based upon the approved schedule.

8. Schedule Completion Dates

a. Except as provided for in subparagraph VIII.C.8.b. below, in no case shall schedules for remedial actions under subparagraph VIII.C. extend beyond July 1, 2009, for Sewer Group one (1); July 1, 2011, for Sewer Groups two (2) and three (3); July 1, 2013, for Sewer Groups four (4) and five (5); and July 1, 2014, for Sewer Group six (6).

b. In addition to any necessary time extensions approved in accordance with Paragraph XII. and subparagraph XIX.C., EPA/EPD may extend any of the dates in subparagraph VIII.C.8.a, above, based upon a demonstration by the Defendant that such extension is necessary based upon good cause. If EPA/EPD disapprove an extension of a schedule completion date, the Defendant may invoke Dispute Resolution under Paragraph XIII.

D. INTERJURISDICTIONAL AGREEMENTS

1. Within ninety (90) days from the Date of Entry of this First Amended Consent Decree, the Defendant shall review current Interjurisdictional Agreements with Satellite Sewer Systems that discharge wastewater into the Defendant's Wastewater Collection and Transmission Systems. The purpose of this review is to determine whether the Agreements provide authority for the Defendant to protect the Defendant's Wastewater Collection and Transmission Systems against overloading, or from conditions that would endanger or impair its efficient operation. Any Interjurisdictional Agreements that the Defendant believes to conform to these requirements shall be submitted to EPA/EPD for review, comment and approval.

2. If the current Interjurisdictional Agreement with a Satellite Sewer System does not conform with the requirements in subparagraph VIII.D.1. above, the Defendant shall submit to EPA/EPD for comment and approval proposed revisions to the Interjurisdictional Agreement.

3. The Defendant shall undertake negotiations with the Satellite Sewer System as soon as possible for the purpose of negotiating an Interjurisdictional Agreement that meets the requirements of subparagraph VIII.D.1 above. The Defendant will present any comments from EPA/EPD to the Satellite Sewer System for incorporation into the Interjurisdictional Agreement. Upon entering into the Agreement with the Satellite Sewer System, the

Defendant shall submit the Interjurisdictional Agreement to EPA/EPD for final approval.

4. Within 270 days from the Date of Entry of this First Amended Consent Decree, the Defendant shall have submitted all Interjurisdictional Agreements with Satellite Sewer Systems to EPA/EPD for approval under subparagraphs VIII.D.1. or 3. above or shall notify EPA/EPD that a Satellite Sewer System refuses to enter into an Interjurisdictional Agreement that meets the requirements of subparagraph VIII.D.1. above. The Defendant shall provide to EPA/EPD the basis of the dispute with any Satellite Sewer System that refuses to enter into an Interjurisdictional Agreement that meets the requirements of subparagraph VIII.D.1. above.

E. REPORTING REQUIREMENTS

1. Beginning thirty (30) days after the end of the first full calendar quarter following the Date of Entry of this First Amended Consent Decree, and thirty (30) days after the end of each calendar quarter thereafter, the Defendant shall submit to EPA/EPD and simultaneously place in the Public Document Repository a report containing the following information:

a. Following certification that the CSCERP is being fully implemented, the results of a self-audit of the CSCERP conducted during the previous calendar quarter, including the effectiveness and currentness of the Plan, the Plan measures implemented by the Defendant, and any necessary changes made to

the Plan. The Defendant shall certify, on an annual basis, that it is implementing the CSCERP as approved by EPA/EPD;

b. Following approval of the STCTSOP and until approval of the Long-Term Plan, the operations measures implemented by the Defendant during the previous calendar quarter. The report shall include the status of the pump station repair/upgrade program;

c. Following certification that the Collection System Grease Management Program is being fully implemented, the results of a self-audit of the Program conducted during the previous calendar quarter, including the effectiveness and currentness of the Program, the Program measures implemented by the Defendant, and any necessary changes made to the Program. The Defendant shall certify, on an annual basis, that it is implementing the Collection System Grease Management Program as approved by EPA/EPD;

d. Following approval of the Sewer Mapping program, the progress of the Macro System mapping;

e. Following certification that the CTSMMS is being fully implemented, the results of a self-audit of the System conducted during the previous calendar quarter, including the effectiveness and currentness of the System, the System measures implemented by the Defendant, the status of critical spare parts procurement and remaining inventory deficiencies, the steps taken by the Defendant to obtain substitute spare parts or replace equipment for which critical spare parts are unavailable from

vendors, and any necessary changes made to the System. The Defendant shall certify, on an annual basis, that it is implementing the CTSMMS as approved by EPA/EPD;

f. Following certification that the Collection and Transmission Systems Training Program is being fully implemented, the results of a self-audit of the Program conducted during the previous calendar quarter, including the effectiveness and currentness of the Program, the Program measures implemented by the Defendant, and any necessary changes made to the Program. The Defendant shall certify, on an annual basis, that it is implementing the Program as approved by EPA/EPD;

g. Following certification that the Collection and Transmission Systems Safety Program is being fully implemented, the results of a self-audit of the Program(s) conducted during the previous calendar quarter, including the effectiveness and currentness of the Program(s), the Program(s) measures implemented by the Defendant, and any necessary changes made to the Program(s). The Defendant shall certify, on an annual basis, that it is implementing the Program(s) as approved by EPA/EPD;

h. Following certification that the Long-Term Plan is being fully implemented, the operations measures implemented by the Defendant during the previous calendar quarter, identification of any previously reported operations measures which were discontinued since the previous report;

i. Following approval of the Macro System Evaluation Report, the status of the Sewer Group Peak Flow Evaluations, including the mapping program;

j. Following approval of each Sewer Group Peak Flow Evaluation Report, the status of the Sewer System Evaluation Surveys, including a summary of the sewer evaluation tasks and rehabilitation work performed during the previous calendar quarter;

k. A description of compliance or non-compliance with the requirements of this Section of the First Amended Consent Decree, and if applicable, include reasons for non-compliance;

l. A summary of the work projected to be performed, pursuant to this Section of the First Amended Consent Decree, during the current calendar quarter;

m. A listing of all Sewage Overflows from the Defendant's Wastewater Collection and Transmission Systems which have occurred during the previous calendar quarter;

n. The number of new sewer service connections or increases in flow at existing sewer service connections, listed by Sewerbasin, which were approved during the previous calendar quarter; and,

o. Semi-annual reports (May 1 and Nov. 1) based on EPA/EPD's approval.

2. Additional reporting requirements are contained in subparagraph VIII.B.1.a.(iii.) above.

3. Notification to EPA/EPD pursuant to this subparagraph of any anticipated delay shall not by itself excuse the delay.

IX.

EFFLUENT LIMITATIONS

Nothing in this First Amended Consent Decree shall relieve the Defendant of its obligation to comply at all times with all effluent limitations in its NPDES Permits, including any modifications, extensions, or reissuances.

X.

CIVIL PENALTY

A. The parties agree that the \$2.5 Million penalty assessed against the Defendant pursuant to the CSO Consent Decree for violations covered by the fourth claim for relief in the Complaint shall also serve in consideration of violations covered by the first, second, and third claims for relief set forth in the Complaint. In addition:

B. For dry land Sewage Overflows ("SSOs") that may not have reached waters of the United States or the State, which have occurred and future dry land Sewage Overflows which occur prior to March 2001, the date of implementation of the management, operation and maintenance plans, the Defendant shall pay an additional penalty of \$500,000 as follows:

1. Within sixty (60) days of entry of this First Amended Consent Decree, Defendant shall pay the United States \$125,000.

2. Within sixty (60) days of entry of this First Amended Consent Decree, Defendant shall pay the State of Georgia \$125,000.

3. On or before the one (1) year anniversary of the date of entry of this First Amended Consent Decree, the Defendant shall pay the United States an additional \$125,000.

4. On or before the one (1) year anniversary of the date of entry of this First Amended Consent Decree, the Defendant shall pay the State of Georgia an additional \$125,000.

C. For Unpermitted Discharges that have reached waters of the United States or the State subsequent to the filing of the Complaint as identified in Exhibit E., the Defendant shall pay an additional penalty of \$200,000 as follows:

1. Within sixty (60) days of entry of this First Amended Consent Decree, Defendant shall pay the State of Georgia \$100,000.

2. On or before the one (1) year anniversary of the date of entry of this First Amended Consent Decree, the Defendant shall pay the State of Georgia an additional \$100,000.

D. The Defendant shall also pay interest on the \$350,000 to be paid pursuant to subparagraphs X.B.3. and 4. above and subparagraph X.C.2. above at the rate provided in 28 U.S.C. § 1961(A); that is, a rate equal to the coupon issue yield equivalent (as determined by the Secretary of the Treasury) of the average accepted auction price for the last auction of 52-week U.S. Treasury bills settled prior to the date this First

Amended Consent Decree is entered. Interest shall run from the Date of Entry until the date of payment, and shall be computed daily and compounded annually.

E. The Defendant shall make payments to the United States required by subparagraph X.B. above by tendering checks payable to the "Treasurer, United States of America," and sending them to the United States Attorney for the Northern District of Georgia. The current address for the United States Attorney is Richard Russell Federal Building, 75 Spring Street, S.W., Suite 1800, Atlanta, Georgia 30335. The Defendant shall make payments to the State of Georgia required in subparagraphs X.B. and X.C. above by tendering checks payable to the "State of Georgia," and sending them to the Georgia Environmental Protection Division, Permitting, Compliance and Enforcement Program, 4220 International Parkway, Suite 101, Atlanta, Georgia 30354. Simultaneously, the Defendant shall send copies of the checks and the transmittal letter to the Chief, Environmental Enforcement Section, United States Department of Justice, Post Office Box 7611, Washington, D.C. 20044, to the Director, Water Management Division, the United States Environmental Protection Agency, Region 4, 61 Forsyth Street, S.W., Atlanta, Georgia 30303, and Attorney General, State of Georgia, Department of Law, 40 Capitol Square, S.W., Atlanta, Georgia 30334-1300.

XI.

STIPULATED PENALTIES

A. The Defendant shall pay to the United States and the State of Georgia, upon written demand, stipulated penalties for each day it fails to make submittals or meet any of the milestones or requirements set forth in subparagraphs XI.B. through XI.I. below. Fifty (50%) percent of each payment shall be made to the United States and fifty (50%) percent shall be paid to the State of Georgia, unless otherwise noted. EPA/EPD shall not assess stipulated penalties under more than one (1) paragraph of Paragraphs B. through I. for the same act, failure to act, or event that causes or constitutes noncompliance with the requirements of this First Amended Consent Decree.

B. FAILURE TO MEET THE SCHEDULES FOR SUBMITTALS

1. The Defendant shall be subject to the following stipulated penalties for a failure to timely submit any deliverables or complete remedial measures in accordance with all schedules, including, but not limited to, the schedules and/or milestones set forth in the Defendant's Wastewater Collection and Transmission Systems' Capital Improvement Program, (Exhibit C) provided under this First Amended Consent Decree or with schedules subsequently approved by EPA/EPD pursuant to the provisions of the First Amended Consent Decree:

<u>Period of Violation</u>	<u>Penalty Per Day</u>
1-30 days	\$2,000/day
31-60 days	\$5,000/day
over 60 days	\$8,500/day

2. "Timely submit", as used in this Section, shall mean that the submittal is made by the date specified in this First Amended Consent Decree or in a document approved pursuant to this First Amended Consent Decree. "Timely submit" shall further mean that the submittal must include all of the elements pertaining to the submittal as set forth in this First Amended Consent Decree or in a document approved pursuant to this First Amended Consent Decree. If a due date falls on a holiday or weekend, the due date shall be the following business day. These stipulated penalties apply to the draft submittals or documents and the responses to EPA/EPD comments as well as to final submittals or documents.

C. AUDITS

1. If the Defendant fails to correct deficiencies identified by EPA/EPD pursuant to a pre-certification audit, or fails to undertake actions necessary to correct deficiencies identified by EPA/EPD pursuant to an audit, EPA/EPD shall have the discretion to impose stipulated penalties upon written demand. Those penalties, which run from the receipt of written demand until the deficiency is either remedied or action is undertaken to correct the deficiency, whichever is appropriate, shall be as follows:

<u>Period of Violation</u>	<u>Penalty Per Day</u>
0-7 days	\$0
8-14 days	\$2,000/day
15-30 days	\$5,000/day
over 30 days	\$8,500/day

2. After certification of the completion, or following completion, of the tasks set forth in the First Amended Consent Decree, EPA/EPD may conduct audits to determine the status of the remedial measures required by this First Amended Consent Decree. Any deficiencies identified by EPA/EPD may, in EPA/EPD's discretion, subject the Defendant to stipulated penalties from receipt of written notice until the deficiencies are corrected as follows:

<u>Period of Violation</u>	<u>Penalty Per Day</u>
0-7 days	\$2,000
8-14 days	\$5,000/day
15-30 days	\$8,000/day
over 30 days	\$15,500/day

D. ADEQUATE COLLECTION, TRANSMISSION, AND TREATMENT CAPACITY

1. If the Defendant fails to meet final completion dates set forth in the Defendant's Wastewater Collection and Transmission Systems' Capital Improvement Program schedules (Exhibit C), upon written notice by EPA/EPD to Defendant, EPA/EPD shall have the discretion, in addition to the imposition of stipulated penalties as provided for herein, to prohibit the Defendant from authorizing any sewer connections in the

Sewerbasins where construction has not been completed. The prohibition of sewer connections shall terminate upon completion of the required construction and the elimination of Sewage Overflows resulting from inadequate capacity in the Defendant's Wastewater Collection and Transmission Systems, or by the joint agreement of EPA/EPD.

2. The Defendant shall pay a stipulated penalty of \$1,000,000 and shall not allow any sewer connections in the Nancy Creek Sewerbasin and North Fork and South Fork Sewersheds of the Peachtree Sewerbasin unless the following provisions are met by March 1, 2003:

a. The Defendant's Wastewater Treatment Collection and Transmission Systems' Capital Improvement Program projects (Exhibit C) in those Sewerbasins have been completed by March 1, 2003, or the agreed upon date of completion, whichever is sooner;

b. The DeKalb/Fulton flows are being diverted to the North Fork Sewershed of the Peachtree Sewerbasin in accordance with the Nancy Creek/Peachtree Creek diversion project (subparagraph VIII.B.8.e. above);

c. The North and South Fork Peachtree Relief Sewers are completed and in operation; and,

d. All capacity limiting segments are corrected so as to prevent capacity caused Sewage Overflows in those Sewerbasins.

Should sewer connections become prohibited pursuant to this subparagraph XI.D.2., the Defendant may resume sewer connections in these Sewerbasins after all of these provisions have been met.

3. If the Defendant allows any sewer connections prohibited by this First Amended Consent Decree, the Defendant shall be subject to a stipulated penalty of \$35,000 for each prohibited sewer connection. If the Defendant allows any sewer connections prohibited by this First Amended Consent Decree, in addition to the stipulated penalty of \$35,000 for each prohibited sewer connection, upon written notice by EPA/EPD to Defendant, EPA/EPD may enjoin for a period of six (6) months any sewer connections regardless of whether the Defendant has completed construction or eliminated capacity-caused Sewage Overflows.

E. DOCUMENTATION RETENTION

Failure to maintain records/documentation as set forth in Sections VII, VIII and XIX of this First Amended Consent Decree shall subject the Defendant to stipulated penalties of \$2,500 per day until the deficiency is corrected.

F. WASTEWATER TREATMENT FACILITY CAPITAL IMPROVEMENT PROGRAM SCHEDULE

1. In the event the Defendant fails to comply with the Wastewater Treatment Facility Capital Improvement Program schedule required by State law pertaining to phosphorus removal, Exhibit B., the Defendant shall be subject to the following stipulated penalties to the State of Georgia, provided however that such stipulated penalties may not exceed the maximum penalty allowed under State law:

<u>Period of Violation</u>	<u>Penalty Per Day</u>
1-180 days	\$25,000/day
over 180 days	\$100,000/day

2. If there is no specific penalty under State law with respect to the particular construction milestone or Capital Improvement Program schedule, the stipulated penalties of subparagraph XI.B. shall apply.

G. OTHER VIOLATIONS

Failure to comply with any other requirements set forth in Sections VII and VIII of this First Amended Consent Decree shall subject the Defendant to a stipulated penalty of \$2,000 per day for each violation.

H. UNPERMITTED DISCHARGES

In the event of an Unpermitted Discharge, EPA/EPD shall have the discretion to impose a stipulated penalty of \$1,500 beginning on the Date of Entry of this First Amended Consent Decree. Following scheduled completion of remediation for each Sewershed as provided under subparagraph III.C.7. of this First Amended Consent Decree, EPA/EPD may impose a stipulated penalty of \$3,000 for an Unpermitted Discharge in such Sewershed.

I. SEWAGE OVERFLOWS TO DRY LAND

As of March 2001, EPA/EPD shall have the discretion to impose a stipulated penalty of \$1,500 for each Sewage Overflow to dry land which does not reach waters of the United States or State, and which results from either inadequate capacity and/or inadequate

management, operation and maintenance of the Defendant's Wastewater Collection and Transmission Systems.

J. Stipulated civil penalties shall automatically begin to accrue on the first day the Defendant fails to either meet any of the schedules of performance required by this First Amended Consent Decree or satisfy any obligation or requirement of this First Amended Consent Decree. Payment of stipulated penalties as set forth above shall be in addition to any other rights or remedies which may be available to the United States or its agencies or the State of Georgia or its agencies by reason of the Defendant's failure to comply with requirements of this First Amended Consent Decree, and any applicable Federal, State or local laws, regulations, NPDES permit(s) and all other applicable permits.

K. Stipulated penalties shall be paid within thirty (30) days of EPA/EPD's written demand for payment of stipulated penalties for any noncompliance with any of the schedules of performance or requirements set forth in this First Amended Consent Decree. Stipulated penalties shall be paid to the United States by submitting a check payable to the "Treasurer, the United States of America", and tendered to the United States Attorney for the Northern District of Georgia 1800 U.S. Courthouse, 75 Spring Street, S.W., Atlanta, Georgia 30335. Stipulated penalties shall be paid to the State of Georgia by submitting a check payable to the State of Georgia and tendered to the Georgia Environmental Protection Division; Permitting, Compliance and Enforcement

Program, 4220 International Parkway, Suite 101, Atlanta, Georgia 30354. Copies of the check and the transmittal letter shall be sent simultaneously to the Chief, Environmental Enforcement Section, United States Department of Justice, Post Office Box 7611, Ben Franklin Station, Washington, D.C. 20044 and to the Director, Water Management Division, United States Environmental Protection Agency, Region 4, 61 Forsyth Street S.W., Atlanta, Georgia 30303, and Attorney General, State of Georgia, Department of Law, 40 Capitol Square, S.W., Atlanta, Georgia 30334-1300.

L. In the event that a stipulated penalty is not paid when due, the stipulated penalty shall, upon written demand by EPA/EPD, be payable with interest from the original due date to the date of payment, at the statutory judgment rate set forth at 28 U.S.C. § 1961(a).

M. Upon receipt of EPA/EPD's written demand for payment of a stipulated penalty, the Defendant may dispute such demand for payment pursuant to the dispute resolution provisions of Section XIII of this First Amended Consent Decree. During the dispute resolution period, stipulated penalties shall accrue with interest but need not be paid, unless otherwise agreed by EPA/EPD.

XII.

FORCE MAJEURE

A. "Force Majeure" for the purposes of this First Amended Consent Decree is defined as an event arising from causes beyond the control of the Defendant or of any entity employed by the

Defendant, including, but not limited to, its consultants and contractors, which delays or prevents the performance of any obligation under this First Amended Consent Decree, despite the Defendant's best efforts to fulfill the obligation. The requirement that the Defendant 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 potential Force Majeure event (1) as it is occurring and (2) following the potential force majeure event, such that delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to perform an obligation required by this First Amended Consent Decree or a failure to achieve compliance with the NPDES permits, the GWQCA, or the CWA.

B. The Defendant shall be deemed to know of any circumstance of which the Defendant, any entity controlled by the Defendant, or the Defendant's contractors knew or should have known.

C. When circumstances are occurring or have occurred which may delay the completion of any requirement of this First Amended Consent Decree, whether or not due to a Force Majeure event, the Defendant shall so notify EPA and EPD in writing, within fifteen (15) days after the Defendant learns, or in the exercise of reasonable diligence under the circumstances should have learned, of the delay or anticipated delay. The notice shall describe in detail the basis for the Defendant's contention that it experienced a Force Majeure delay, the anticipated length of the

delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure to so notify EPA and EPD shall constitute a waiver of any claim of Force Majeure as to the event in question.

D. If EPA/EPD, finds that a delay in performance is, or was, caused by a Force Majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. In proceedings on any dispute regarding a delay in performance, the dispute resolution provisions of Section XIII. shall apply, and the Defendant shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.

E. Compliance with a requirement of this First Amended Consent Decree shall not by itself constitute compliance with any other requirement. An extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. The Defendant shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. The Defendant may petition for the extension of more than one compliance date in a single request.

XIII.

DISPUTE RESOLUTION

A. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this First Amended Consent Decree and for the purpose of adjudicating all disputes among the parties that may arise under the provisions of this First Amended Consent Decree, including the adequacy of submissions, to the extent that this First Amended Consent Decree provides for resolution of disputes by the Court.

B. Unless otherwise expressly provided for in this First Amended Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism available for resolving disputes between the parties arising under or with respect to this First Amended Consent Decree. This exclusive power does not extend, however, to disputes concerning the modification, revocation, or reissuance of NPDES permits, which shall be governed by prevailing law.

C. Dispute with respect to any portion of a requirement of this First Amended Consent Decree shall not delay implementation of the portion of that requirement that is not in dispute.

D. A party to this First Amended Consent Decree shall invoke the dispute resolution procedures of this Section by notifying all other parties to this First Amended Consent Decree in writing of the matter(s) in dispute and of the party's intention to resolve the dispute under this Section. The parties to this First

Amended Consent Decree shall then attempt to resolve the dispute informally for a period of thirty (30) calendar days from the date of the notice. For purposes of this subparagraph only, the Defendant shall address the notice to the United States at: U.S. Environmental Protection Agency, Region 4, Office Environmental Accountability Division, Attention: Regional Counsel, Atlanta Federal Center, 61 Forsyth Street, Atlanta, GA 30303, and Chief, Environmental Enforcement Section, Environment and Natural Resources Division, United States Department of Justice, P.O. Box 7611, Washington, D.C. 20044-7611, Referencing United States, et al. v. City of Atlanta, Georgia, (DOJ No. 90-5-1-1-4430). For the purposes of this subparagraph only, the Defendant shall address the notice to the State of Georgia at Office of State Attorney General, Environmental Section, 40 Capitol Square, S.W., Atlanta 30334-1300. The period for informal negotiations may be extended beyond thirty (30) days by written agreement of the parties to the dispute.

E. When a dispute concerns adequacy of a submittal requiring EPA/EPD approval under this First Amended Consent Decree (e.g., if EPA/EPD decides to reject or require modification of such a submittal), the Defendant shall establish a documentary record containing all the evidence supporting the parts of the submittal in dispute and provide that record to EPA and EPD before the period for informal negotiations ends.

F. If the parties to this First Amended Consent Decree cannot resolve a dispute by the end of the period for informal

negotiations, EPA and EPD shall provide their position(s) on the issues in dispute and the reasons therefore in writing to the Defendant. The Defendant may petition the Court to review EPA and EPD's position(s) by filing a petition with the Court within fifteen (15) days of receiving EPA and EPD's written position(s) on the issues in dispute. The petition shall set forth the nature of the dispute with a proposal for its resolution. Within thirty (30) days of receiving a petition filed with the Court pursuant to this paragraph, any party to this First Amended Consent Decree opposing the Petition may file a response, which may include an alternate proposal for resolution of the dispute.

G. Unless and until overturned or modified by the Court, the Defendant shall comply with EPA and EPD's written position(s) on the issues in dispute. If EPA and EPD provide the Defendant with inconsistent positions on the issues in dispute, the Defendant's obligation to perform an action affected by the inconsistent position shall be stayed until the dispute is resolved.

H. In any dispute concerning the adequacy of a submittal requiring EPA/EPD approval under this First Amended Consent Decree (e.g., if EPA or EPD decides to reject or require modification of such a submittal), the Defendant shall not present evidence to the Court (without EPA and EPD consent) unless the evidence is contained in the record presented to EPA and EPD during the period for informal discussion. This provision does not preclude the Defendant from presenting witnesses for the purpose of explaining technical matters in the

record, or for rebutting evidence outside the record presented by an opposing party. The limitations of this subparagraph do not apply to the Plaintiffs.

I. A dispute concerning EPA's or EPD's failure to act on a submittal the Defendant is required to submit for EPA/EPD approval under Sections VII or VIII (i.e., to accept, require modification of, or reject the submittal within the specified periods of time), shall be governed by the procedures of this Section. If a party petitions the Court for resolution of such a dispute, the sole relief available shall be an order from the Court directing EPA or EPD to act on the submittal (i.e., to accept, require modification of, or reject the submittal) within an appropriate period of time.

J. The legal standard applying to disputes arising under or with respect to this First Amended Consent Decree shall be the standard provided by applicable law. Except as provided in this First Amended Consent Decree, agreed to in writing by the parties, or allowed by the Court, submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this First Amended Consent Decree.

XIV.

RIGHT OF ENTRY

Without limiting the authority otherwise available to them, the United States and State and their authorized representatives and contractors shall have authority at all times, upon the

presentation of credentials, to enter the premises of the Defendant to:

1. Monitor the program of activities required by this First Amended Consent Decree;

2. Verify any data or information submitted to the United States and State;

3. Obtain samples from any portions of the Defendant's Wastewater Treatment Facilities;

4. Inspect and evaluate any portions of the Defendant's Wastewater Treatment Facilities and Defendant's Wastewater Collection and Transmission Systems; and,

5. Inspect and review any records required to be kept under the terms and conditions of this First Amended Consent Decree or any NPDES Permit, the CWA and the GWQCA. This provision of this First Amended Consent Decree is in addition to, and in no way limits or otherwise affects, the statutory authorities of the United States and State to conduct inspections, to require monitoring and to obtain information from the Defendant as authorized by law.

The United States and State agree to make available to the Defendant split samples of wastewater samples taken by the United States and/or State from the Defendant's Wastewater Treatment Facilities and Collection and Transmission Systems. The United States and State further agree to provide the Defendant with the quality assured/quality controlled laboratory analytical results of samples obtained from the Defendant's Wastewater Treatment

Facilities and Wastewater Collection and Transmission Systems, and any non-privileged (including non-attorney work product) reports prepared concerning such results. The United States and State will use reasonable efforts to coordinate field inspections of the Defendant's Wastewater Treatment Facilities and the Defendant's Wastewater Collection and Transmission Systems with the Defendant by notifying the Defendant, if practicable, of such inspections prior to arrival at the field inspection location.

XV.

NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS

A. This First Amended Consent Decree is not and shall not be construed as a permit, nor a modification of any existing permit, issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, nor shall it in any way relieve the Defendant of its obligations to obtain permits for its WRCs and to comply with the requirements of any NPDES permit or with any other applicable federal or state law or regulation. Any new permit, or modification of existing permits, must be complied with in accordance with applicable federal and State laws and regulations.

B. Nothing herein shall be construed as relieving the Defendant of the duty to comply with the CWA, the regulations promulgated thereunder, and all applicable permits issued thereunder, or as relieving the Defendant of its duty to comply with applicable federal and State laws and regulations.

XVI.

FAILURE OF COMPLIANCE

It is the position of the United States and State that, by their consent to the entry of this First Amended Consent Decree, they do not warrant or aver in any manner that the Defendant's complete compliance with this First Amended Consent Decree will result in compliance with the provisions of the CWA, 33 U.S.C. §§ 1251 et seq., or with Defendant's NPDES permits.

Notwithstanding review or approval by the United States or State of any plans, reports, policies or procedures formulated pursuant to this First Amended Consent Decree, the Defendant shall remain solely responsible for any noncompliance with the terms of this First Amended Consent Decree, all applicable permits, the GWQCA, the CWA and regulations promulgated thereunder.

XVII.

NON-WAIVER PROVISIONS

A. This First Amended Consent Decree in no way affects or relieves the Defendant of any responsibility to comply with any federal, state, or local law or regulation.

B. Nothing contained in this First Amended Consent Decree shall be construed to prevent or limit the rights of the United States or the State to seek penalties or further or additional injunctive relief under the CWA or other federal statutes or regulations, including, but not limited to, criminal punishment

under Section 309(c) of the Act, 33 U.S.C. § 1319(c), or State laws and regulations, except as expressly specified herein.

C. The parties agree that the Defendant is responsible for achieving and maintaining compliance with all applicable federal and state laws, regulations, and permits, and that compliance with this First Amended Consent Decree shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as set forth herein or otherwise authorized by law.

D. This First Amended Consent Decree does not limit or affect the rights of the Defendant or the State or the United States as against any third parties which are not parties to this First Amended Consent Decree. The parties recognize that this First Amended Consent Decree resolves certain matters between the United States, the State, and the Defendant, and that its execution does not preclude the Defendant from asserting any legal or factual position in any action brought against the Defendant by any person or entity not a party to this First Amended Consent Decree.

E. The parties reserve any and all legal and equitable remedies available to enforce the provisions of this First Amended Consent Decree.

F. This First Amended Consent Decree shall not limit any authority of EPA/EPD under any applicable statute, including the authority to seek information from the Defendant or to seek access to the property of the Defendant nor shall anything in this First Amended Consent Decree be construed to limit the

authority of the United States or State to undertake any action against any person, including the Defendant, in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

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

H. Obligations of the Defendant under the provisions of this First Amended Consent Decree to perform duties scheduled to occur after the Date of Lodging, but prior to the Date of Entry, shall be legally enforceable from the Date of Lodging of this First Amended Consent Decree. Liability for stipulated penalties, if applicable, shall accrue for violation of such obligations and payment of such stipulated penalties may be demanded by the United States or State as provided in this First Amended Consent Decree.

I. The United States and State of Georgia reserve the right to elect to file a civil action for statutory penalties or injunctive relief against the Defendant for any violations of the CWA and/or the GWQCA by the Defendant discovered after the Date of Lodging of this First Amended Consent Decree.

J. This First Amended Consent Decree was negotiated, mutually drafted, and executed by the parties in good faith to avoid

further litigation and is a settlement of claims which were vigorously contested, denied and disputed. Neither the execution of this First Amended Consent Decree nor any action taken hereunder is an admission of any fact, liability or wrongdoing of any kind regarding any of the matters addressed in the First Amended Consent Decree. Accordingly, with the exception of this proceeding, this First Amended Consent Decree shall not be admissible in any judicial or administrative proceeding for use against any party over the objection of that party.

XVIII.

COSTS OF SUIT

The Government Plaintiffs and the Defendant shall bear their own costs and attorney's fees with respect to matters related to this First Amended Consent Decree, except as provided below.

Should the Court subsequently determine that the Defendant has violated the terms and conditions of this First Amended Consent Decree, the Defendant shall be liable to the Government Plaintiffs for any costs of litigation incurred by the Government Plaintiffs in an action against the Defendant with respect to such violations of the First Amended Consent Decree.

XIX.

CERTIFICATION OF SUBMISSIONS/REVIEW OF SUBMISSIONS

A. Defendant shall place all final EPA/EPD approved plans, reports or other submittals required by this First Amended Consent Decree in the Public Document Repository described in Section VI. of this First Amended Consent Decree. In addition,

EPA/EPD may designate other documents required by this First Amended Consent Decree to be placed in the Public Document Repository.

B. Unless otherwise required by the terms of this First Amended Consent Decree, the Defendant shall maintain copies of any underlying research and data in its possession, custody or control for any and all documents, reports, or permits submitted to EPA/EPD pursuant to this First Amended Consent Decree for a period of five (5) years after submission, except that the Defendant shall not be required to maintain copies of drafts of documents, reports or permits. The Defendant shall require any independent contractor(s) implementing this First Amended Consent Decree to also retain such materials for a period of five (5) years. The Defendant shall submit such supporting documents to EPA/EPD upon request. In all notices, documents or reports submitted to the United States and State pursuant to this First Amended Consent Decree, the Defendant shall, by a senior management official of the City, 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.

C. EPA/EPD agree to use their best efforts to expeditiously review and comment on all documents, plans and other deliverables that the Defendant is required to submit to EPA/EPD for approval pursuant to the terms and conditions of this First Amended Consent Decree. For purposes of this First Amended Consent Decree, "best efforts to expeditiously review and comment" with respect to any of the Defendant's submissions required under Sections VII. and VIII. of this First Amended Consent Decree shall mean that the comments and decisions of EPA/EPD shall be issued to the Defendant in writing in no more than sixty (60) days, where applicable, after receipt of such submission unless the provisions of this First Amended Consent Decree set forth a different time period for EPA/EPD review of Defendant's submittals. If EPA/EPD fails to issue its comments and decisions to the Defendant within the time period set forth in this First Amended Consent Decree, any subsequent milestone dependent upon such comment or decisions shall be extended by the number of days beyond the time period set forth in this First Amended Consent Decree for EPA/EPD review of Defendant's submittals.

D. When a task or responsibility is given to "EPA/EPD" in this First Amended Consent Decree, the term means "EPA and EPD" unless the Government Plaintiffs jointly elect (in their unreviewable discretion) to assign a particular task or responsibility to one of them. To make that election, the Government Plaintiffs shall notify the Defendant in writing of the task or responsibility

that EPA or EPD is assigned. Nothing in this paragraph shall prevent EPA or EPD from disputing a decision by the other.

XX.

FORM OF NOTICE

Unless otherwise specified, or as may be changed from time to time, all reports, notices, or any other written communications required to be submitted under this First Amended Consent Decree shall be sent to the respective parties at the following addresses:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Post Office Box 7611
Washington, D.C. 20044-7611
Reference DOJ Case No. 90-5-1-1-14430

United States Attorney
Northern District of Georgia
Richard Russell Building
5 Spring Street, S.W., Suite 1800
Atlanta, Georgia 30335

As to EPA:

Chief
Water Programs Enforcement Branch
Water Management Division
U.S. Environmental Protection Agency,
Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

As to the State of Georgia:

Department of Law
State of Georgia
40 Capitol Square, S.W.
Atlanta, Georgia 30334

As to EPD:

Georgia Environmental Protection Division
Permitting, Compliance and Enforcement Program
4220 International Parkway, Suite 101
Atlanta, Georgia 30354

As to the City of Atlanta:

Commissioner of Public Works
City Hall, 4th Floor
55 Trinity Avenue, SW
Atlanta, Georgia 30335

Chief Operating Officer
City Hall, Suite 2400
55 Trinity Avenue, SW
Atlanta, Georgia 30335

City Attorney
City Hall, Suite 4100
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0332

Vance Hughes Esq./Richard Horder Esq.
Kilpatrick & Stockton
1100 Peachtree Street
Atlanta, Georgia 30309-6500

Notifications to or communications with EPA, the United States Attorney or the Department of Justice ("DOJ"), the State of Georgia ("Department of Law") and the EPD shall be deemed submitted on the date they are postmarked and sent by certified mail, return receipt requested or deposited with an overnight mail/delivery service. Notifications to or communications with the Defendant shall be deemed received ten (10) days after the date they are postmarked.

XXI.

MODIFICATION

This First Amended Consent Decree contains the entire agreement of the parties and shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of this First Amended Consent Decree shall not be used in any action involving the interpretation or enforcement of this First Amended Consent Decree. This First Amended Consent Decree may not be amended or modified except by written order of this Court. Any modification of this First Amended Consent Decree by the parties shall be in writing and approved by the Court before it will be deemed effective. However, minor changes which do not significantly alter the requirements of this First Amended Consent Decree may be made by the parties, provided such changes are agreed upon in writing by all parties to this First Amended Consent Decree.

XXII.

PUBLIC COMMENT

The parties agree and acknowledge that final approval by the United States and entry of this First Amended Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice of the lodging of this First Amended Consent Decree in the Federal Register, an opportunity for public comment, and consideration of any comments. The Defendant shall not withdraw its consent to this First Amended Consent Decree during the period of governmental or judicial review between lodging and

entry of this First Amended Consent Decree and hereby consents to the entry of this First Amended Consent Decree without further notice.

XXIII.

CONTINUING JURISDICTION OF THE COURT

The Court shall retain jurisdiction to enforce the terms and conditions and achieve the objectives of this First Amended Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction, modification, implementation or execution of this First Amended Consent Decree.

XXIV.

TERMINATION
DEFENDANT'S WASTEWATER TREATMENT FACILITIES

Upon motion filed with the Court by the United States, State or Defendant, the Court may terminate the terms of this First Amended Consent Decree with regard to each of the WRCs covered by this First Amended Consent Decree (R.M. Clayton, Utoy Creek, and South River), after each of the following has been satisfied for each WRC, unless EPA and EPD jointly choose to terminate the terms and conditions of this First Amended Consent Decree:

1. Defendant has certified to EPA/EPD that it has installed and/or implemented the following programs at each WRC:
 - a. The Maintenance Management System in accordance with the provisions of VII.A. of this First Amended Consent Decree;

b. The Operations Program in accordance with the provisions of VII.B. of this First Amended Consent Decree;

c. The Laboratory Information Management System in accordance with the provisions of VII.C of this First Amended Consent Decree;

2. Defendant has maintained substantial compliance with its certified programs, all other terms of this First Amended Consent Decree, the CWA, the GWQCA and its NPDES Permit for each WRC for a period of twenty-four (24) months;

3. Defendant has certified compliance pursuant to subparagraphs XXIV.1. and 2. above to the Court and all parties; and,

4. Neither EPA nor EPD has, within forty-five (45) days of receiving such certification from the Defendant, contested, in writing, that such compliance has been achieved. If EPA and/or EPD dispute the Defendant's compliance, this First Amended Consent Decree shall remain in effect pending resolution of the dispute by the parties or the Court pursuant to Section XIII of this First Amended Consent Decree.

XXV.

TERMINATION
DEFENDANT'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS

Upon motion filed with the Court by the United States, State or Defendant, the Court may terminate the terms of this First Amended Consent Decree with regard to the Collection and Transmission Systems covered by this First Amended Consent

Decree, after the following has been satisfied, unless EPA and EPD jointly choose to terminate the terms and conditions of the First Amended Consent Decree:

1. Defendant has developed and implemented the following Plans, Programs, and Reports in accordance with the following provisions of this First Amended Consent Decree:

a. The Collection System Contingency and Emergency Response Plan (VIII.B.1.);

b. The Short-Term Collection and Transmission Systems Operation Plan and Pump Station Evaluations (VIII.B.2.);

c. The Collection System Grease Management Plan (VIII.B.3.);

d. The Sewer Mapping Program (VIII.B.4.);

e. The Collection and Transmission Systems Maintenance Management System (VIII.B.5.);

f. The Collection and Transmission Systems Training Program (VIII.B.6.);

g. The Collection and Transmission Systems Safety Program (VIII.B.7.);

h. The Short-Term Adequate Collection, Transmission, and Treatment Capacity Program (VIII.B.8.);

i. The Long-Term Collection and Transmission Systems Operation Plan (VIII.B.9.);

j. The System-wide Flow and Rainfall Monitoring Plan (VIII.C.1.);

- k. The System-wide Hydraulic Modeling Plan (VIII.C.2.);
- l. The System-wide Prioritization Plan (VIII.C.3.);
- m. The Sewer System Evaluation Survey Plan (VIII.C.4.);
- n. The Macro System Evaluation Report (VIII.C.5.);
- o. The Sewer Group Peak Flow Evaluation Reports (VIII.C.6.); and,
- p. The Sewer Group Evaluation Survey Reports (VIII.C.7.);

2. Defendant has maintained substantial compliance with the programs, plans, and reports, all other terms of this First Amended Consent Decree, the CWA, the GWQCA and its NPDES permits for a period of twenty-four (24) months;

3. Defendant has certified compliance pursuant to subparagraphs XXV.1. and 2. above to the Court and all parties; and,

4. Neither EPA nor EPD has, within forty-five (45) days of receiving such certification from the Defendant, contested, in writing, that such compliance has been achieved. If EPA and/or EPD dispute the Defendant's compliance, this First Amended Consent Decree shall remain in effect pending resolution of the dispute by the parties or the Court pursuant to Section XIII of this First Amended Consent Decree.

XXVI.

SIGNATORIES

A. The Assistant Attorney General on behalf of the United States and the signatories for the Defendant, and the State of Georgia certify that they are fully authorized to enter into the terms and conditions of this First Amended Consent Decree and to execute and legally bind such parties to this document.

B. The Defendant agrees not to oppose entry of this First Amended Consent Decree by this Court or to challenge any provision of this First Amended Consent Decree unless the United States or the State has notified them in writing that they no longer support entry of this First Amended Consent Decree.

C. The Defendant shall identify on the attached signature page the name, address, and telephone number of an agent who is authorized to accept service of process by mail on the Defendant's behalf with respect to all matters arising under or related to this First Amended Consent Decree. The Defendant agrees to accept service of process in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

Dated and entered this ____ day of _____ 1999.

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this First Amended Consent Decree in United States, et al. v. City of Atlanta, Georgia, Case No. 1: 98-CV-1956-TWT, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

DATE: _____

LOIS J. SCHIFFER, Esq.
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice

DATE: _____

WILLIAM A. WEINISCHKE, Esq.
Senior Counsel
PAUL WOLFTEICH, Esq.
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044
(202) 514-4592
(202) 514-3482

WE HEREBY CONSENT to the entry of this First Amended Consent Decree in United States, et al. v. City of Atlanta, Georgia, Case No. 1: 98-CV-1956-TWT, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

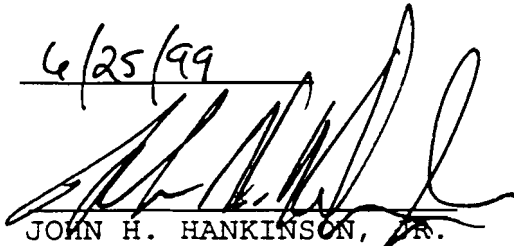
FOR PLAINTIFF THE UNITED STATES OF AMERICA

DATE: 7/16/99



STEVEN A. HERMAN
Assistant Administrator for Enforcement
and Compliance Assurance
United States Environmental Protection Agency
Washington, D.C. 20460

DATE: 6/25/99



JOHN H. HANKINSON, JR.
Regional Administrator
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303

WE HEREBY CONSENT to the entry of this First Amended Consent Decree in United States, et al. v. City of Atlanta, Georgia, Case No. 1: 98-CV-1956-TWT, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

OF COUNSEL:

GWENDOLEN FITZ-HENLEY, Esq.
Attorney Advisor
United States Environmental
Protection Agency - Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

MICHELE MERKEL, Esq.
Attorney Advisor
The Office for Enforcement
and Compliance Assurance
United States Environmental Protection Agency
Washington, D.C. 20460

JOSEPH G. THEIS, Esq.
Attorney Advisor
The Office for Enforcement
and Compliance Assurance
United States Environmental Protection Agency
Washington, D.C. 20460

WE HEREBY CONSENT to the entry of this First Amended Consent Decree in United States, et al. v. City of Atlanta, Georgia, Case No. 1: 98-CV-1956-TWT, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE PLAINTIFF THE UNITED STATES OF AMERICA

RICHARD H. DEANE, JR..
United States Attorney
Northern District of Georgia

DATE: _____

JULIA B. ANDERSON, Esq.
Assistant United States Attorney
1800 U.S. Courthouse
75 Spring Street, S.W.
Atlanta, Georgia 30335
Georgia Bar No. 017560
(404) 581-6231

WE HEREBY CONSENT to the entry of this First Amended Consent Decree in United States, et al. v. City of Atlanta, Georgia, Case No. 1: 98-CV-1956-TWT, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE STATE OF GEORGIA

THURBERT E. BAKER, Esq. 033887
Attorney General

ROBERT S. BOMAR, Esq. 066500
Deputy Attorney General

ISSAC BYRD, Esq. 101150
Senior Assistant Attorney General

JOHN E. HENNELLY, Esq. 347075
Assistant Attorney General
State of Georgia
Department of Law
40 Capitol Square, SW
Atlanta, Georgia 30334-1300
(404) 657-3977

The Defendant, City of Atlanta, enters into this First Amended Consent Decree in United States, et al. v. City of Atlanta, Civil Action No. 1:98-CV-1956-TWT.

DATE: _____

Bill Campbell
Mayor of Atlanta

DATE: _____

Municipal Clerk

APPROVED:

Chief Financial Officer

APPROVED AS TO FORM:

Susan P. Langford, Esq.
City Attorney

Agent authorized to accept service of process on behalf of the City of Atlanta:

Susan P. Langford, Esq.
City Attorney
68 Mitchell Street, S.W, Suite 4100
Atlanta, GA 30335
(404) 330-6400

XXVII.

EXHIBITS

- EXHIBIT A COMPOSITE CORRECTION PROGRAM
ENGINEERING CERTIFICATE
- EXHIBIT B WASTEWATER TREATMENT FACILITY
CAPITAL IMPROVEMENT PROGRAM SCHEDULE
- EXHIBIT C WASTEWATER COLLECTION AND TRANSMISSION
SYSTEMS' CAPITAL IMPROVEMENT PROGRAM
SCHEDULE
- EXHIBIT D DEFENDANT'S ONGOING SEWER REHABILITATION
PROJECTS
- EXHIBIT E STATE OF GEORGIA TABLE OF UNPERMITTED
DISCHARGES

B R O W N A N D C A L D W E L L

ENGINEER'S CERTIFICATION

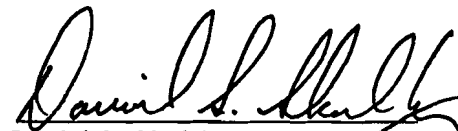
I, Daniel S. Skalsky, am a Professional Engineer licensed in the State of Georgia, competent in the design of wastewater treatment facilities and have been involved in the management and execution of Brown and Caldwell projects for the City of Atlanta projects since 1989.

I have reviewed the EPA Composite Correction Program as described in the Handbook entitled "Improving POTW Performance Using the Composite Correction Program Approach" (EPA-625/6-84-008), and am familiar with the objectives of that approach which are set forth in Sections 2.1 and 4.1 of the Handbook. I have also reviewed the following documents comprising the City of Atlanta's plans for improvement of its water reclamation facilities:

1. Comprehensive Phosphorus Control Plan
2. Atlanta Clean Water Program - Revised Phosphorus Control Plan
3. South River Water Reclamation Center Design Development Report
4. Design Development Report R.M. Clayton Water Reclamation Center Improvements
5. Utoy Creek Water Reclamation Center Design Development Report

Based on my review of the aforementioned documents, it is my professional opinion that the planning and design of the Capital Improvement Program for the Water Reclamation Facilities of the City of Atlanta comprised in the above referenced documents is consistent with the goals and purposes of the Composite Correction Program, and if fully and properly implemented, will fulfill the objectives of that program.

Signed:



Daniel S. Skalsky, P.E.
Professional Georgia Registration No. 016977

Date:

4-14-99

Environmental Engineering And Consulting

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EXHIBIT B
CITY OF ATLANTA WASTEWATER TREATMENT FACILITIES' CAPITAL
IMPROVEMENT PROGRAM

South River WRC

<u>Activity</u>	<u>Operational¹ Date</u>
Construction of new effluent filters	October 31, 1999
Construction of new headworks, to include new screening and vortex grit removal systems	June 30, 2000
Construction of new backup generators at the Intrinchment Creek WRC and flow maximization off-line storage basin at the Intrinchment Creek WRC	February 28, 2001

Utoy Creek WRC

<u>Activity</u>	<u>Operational¹ Date</u>
Construction of new headworks facilities, to include new screening and vortex grit removal systems	October 31, 1999
Construction of biological treatment improvements, to include four (4) new BPR tanks	November 30, 2000

R.M. Clayton WRC

<u>Activity</u>	<u>Operational¹ Date</u>
Construction of mixed liquor pump station, five (5) final clarifiers, and chemical storage and feed	December 31, 1999
Construction of two (2) aeration blowers, and five (5) additional final clarifiers	December 31, 2000

¹ Operational means that the equipment is functioning (or available for use, as appropriate) for the intended purpose in the treatment of wastewater.

Construction of new headworks, to include bar screens
and vortex grit removal

June 30, 2001

EXHIBIT C

Atlanta - First Amended Consent Decree Wastewater Collection and Transmission Systems Capital Improvement Program

Project Description	Construction Start Date ¹	Construction End Date ²	Estimated Cost ³	Estimated Length (LF) ³
North Fork Peachtree Creek Relief Sewer & Nancy Creek Sewer System Rehabilitation	9/30/2000	2/28/2003	\$21,613,536	N/A
10 th Ward Trunk Sewer Improvements - Part 6	underway	7/31/2000	\$5,102,674	5,350
10 th Ward Trunk Sewer Improvements - Part I through 5	11/30/2000	2/28/2003	\$15,316,000	21,880
Peachtree Interceptor Relief Sewer	1/31/2001	12/31/2002	\$9,512,000	8,200
Fairmont/Glidden CSO Separation	10/31/2000	9/30/2001	\$1,800,000	N/A
South Fork Peachtree Creek Trunk Relief Sewer	6/30/2001	2/28/2003	\$24,976,000	16,000
Indian Creek Trunk Relief Sewer	12/31/2001	2/28/2003	\$10,800,000	21,600
Veterans Hospital Trunk Sewer Improvements	5/31/2001	11/30/2002	\$11,200,000	14,000
Pine Meadows Sewer Improvements	6/30/2001	1/31/2003	\$1,400,000	N/A
Orme Street Trunk Relief Sewer, Phase III	5/31/2000	8/31/2002	\$25,000,000	3,400

Notes:

- 1** Construction Start Date: Notice to proceed with construction following award of bid(s).
- 2** Construction End Date: Construction must be completed and project must be in operation/service by this date.
- 3** Estimated Cost and Estimated Length (LF): Shown for project description and reference only.

EXHIBIT D

Ongoing Sewer Rehabilitation Projects

The Defendant has undertaken evaluation of several sewersheds during the past five (5) years. The evaluations are generally consistent with the study requirements of Section VIII.C of the First Amended Consent Decree. The Defendant must submit to EPA/EPD for review and approval evaluation reports including schedules for remedial action for each sewershed described below no later than thirty days from the Date of Entry of this First Amended Consent Decree. EPA/EPD approval of the Evaluation Reports and Schedules shall satisfy the terms and conditions of this First Amended Consent Decree. The Evaluation work includes the following:

Atlanta 10th Ward

In October, 1994, ADS Environmental Services measured and evaluated wastewater flows during dry and wet weather conditions in the 10th Ward sewershed. ADS installed 9 temporary flow meters and 2 rain gauges for a period of 45 days and prepared a report summarizing its findings. Based on the results of the flow monitoring recommendations, the Defendant conducted further investigations of inflow/infiltration sources. These investigations consisted of inspection of 124 manholes, performance of 12 flow isolations, and smoke testing more than 100,000 feet of the sewershed. ADS prepared a report of its findings. Based upon these findings, Defendant prepared construction documents for a six part project designed to correct the problems identified during the investigations. The total estimated cost of these projects is just over \$20 million. Part 6, with a cost of \$5.1 million, is currently under construction.

River Road Basin

In October, 1996, ADS measured and evaluated wastewater flows during dry and wet weather conditions for a period of 60 days. ADS inspected 82 manholes, performed 11 flow isolations, performed smoke testing of the entire 22,300 linear feet comprising the sewershed, and performed television inspection of 7,000 feet of pipe. ADS reported 197 defects or defective line segments and estimated that repairs could result in the removal of 215,000 gallons per day (GPD) of flow. Lines were also cleaned of roots.

Brookview Basin

Concurrent with the River Road Basin, ADS performed flow monitoring of the Brookview sewershed for a period of 60 days. Thereafter, ADS inspected 184 manholes, smoke tested 37,000 feet, performed 14 flow isolations and televised 7,000 feet of sewer. ADS reported 177 defects or defective line segments to the City and estimated that repairs could result in the removal of 114,000 GPD.

Nancy Creek Basin

During 1996 and early 1997, ADS installed 15 flow monitors and 2 rain gauges in the Nancy Creek Basin. Data from 3 existing monitors were also used as part of the measurement and evaluation of the basin. ADS inspected 1,016 manholes, smoke tested 575,000 linear feet, performed 100 flow isolations and have a continuing TV inspection and cleaning program that has covered approximately 75,000 linear feet. Smoke testing alone identified defects Defendant's Wastewater Treatment and Collection System contributing an estimated 957,600 gallons per day to the Nancy Creek system. The e City has corrected many of these defects in recent months.

Stratford Outfall

In February, 1998, ADS televised the Stratford Outfall starting with Manhole #20 on Old Ivy Road to Manhole #34 on Roswell Road. The defects located during this project were infiltration defects. None of these defects were identified during the smoke testing that took place during the Nancy Creek study. Based on the TV inspection, it is estimated that repairs could remove 53,000 GPD.

Exhibit E

City of Atlanta unpermitted discharges to the waters of the State.

Minors

<u>Date Spill Occurred</u>	<u>Location</u>	<u>Gallons</u>
10/16/98	Bolton Road pumping station	5,000
11/04/98	1401 Wesley Pkwy	1,500
11/04/98	275 Troy Street	220
11/12/98	484 Armour Circle NE	360
11/17/98	3534 Roswell Road	1,100
11/17/98	3761 Adkins Road	450
11/20/98	2553 Glenwood Avenue	2,700
11/20/98	Memorial Drive at East Lake	1,800
11/21/98	2372 Lilac Lane	500
11/24/98	Johnson Road NW	110
11/24/98	3393 Peachtree Road	500
11/27/98	972 Astor Avenue SW	600
12/01/98	3533 Fairburn Place	1,260
12/02/98	279 Rocky Ford Road	600
12/03/98	1155 Simpson Road	1,200
12/05/98	Maynard Terrace & McPherson	288
12/08/98	3201 Lenox Road	600
12/08/98	801 Creshum Avenue	500
12/11/98	2479 Sharondale Drive	213
12/11/98	1719 Brewer Boulevard	1,120
12/11/98	2479 Sharondale Drive	213(2nd spill)
12/14/98	1838 Grant Road SW	500
12/14/98	5785 Northside	Unknown
12/17/98	418 Amal Drive SW	Unknown
12/22/98	2880 Glenwood Road	500
12/30/98	31 Demorest Road	990
12/31/98	2000 Block of Cheshire Blvd.	700
12/31/98	3474 Roxboro Road	600
01/05/99	480 Pharr Road	600
01/07/99	2908 North Hill Drive	Unknown
01/12/99	2545 Forrest Hills Dr. NW	800
01/14/99	641 Francis Place NW	900
01/21/99	500 Plaster Avenue	1,200
01/22/99	2338 Stratmore Drive	1,800
01/22/99	2391 Armand Road	Unknown
01/23/99	Northside & Woodward Way	500
01/23/99	422 Broadland Road	Unknown
01/23/99	1225 East Beechwood Drive	Unknown
01/24/99	1225 East Beechwood Drive	1,500

City of Atlanta unpermitted discharges to the waters of the State.

Minors (con't)

<u>Date Spill Occurred</u>	<u>Location</u>	<u>Gallons</u>
01/27/99	4280 West Club Lane	600
01/28/99	601 McDonough Blvd	1,800
01/31/99	1495 Memorial Drive	1,100
02/02/99	1505 Chattahoochee Ave.	500
02/05/99	3083 Andrews Drive	980
02/11/99	W. Lake Drive	500
02/14/99	2468 Santa Rose Drive	600
02/16/99	Northside Drive & Woodard Way	300
02/16/99	213 Fairmount Rd @ Gordon Apt.	800
02/20/99	4504 Lake Forest Dr. N.E.	630
02/20/99	2629 Arlene Way N.E.	1,865
02/20/99	345 Ashwood Ave. S.W.	600
02/21/99	2705 Harrington Place S.W.	300
02/22/99	1560 Memorial Drive S.E.	500
02/22/99	1241 Redford Drive	300
02/24/99	3760 M.L.K. Dr. @ Bolton Rd.	1,340
02/25/99	1217 Redford Drive	200
03/17/99	Brown Mills & Mt. Zion Rd.	500
03/22/99	445 Blake Ave.	180

Majors

<u>Date Spill Occurred</u>	<u>Location</u>	<u>Gallons</u>
10/14/98	Bolton Road pumping station	266,000
11/20/98	Bolton Road pumping station	690,000
12/03/98	Intrenchment Creek WRC	203,600
12/17/98	Utoy Creek WPCP	> 50% weekly permit for TSS (102 mg/l)
01/09/99	Clear Creek CSO	16,000 (chlorine)
01/23/99	Intrenchment Creek	400,000
01/25/99	S.R. 166 @ Stanton/Delowe Conn.	24,000
02/10/99	R.M. Clayton WRC*	30,000

* This includes all of the unpermitted discharges and spills that occurred at the R. M. Clayton WRC during the period 2/10-2/12/99.

Total = 66 (58 minors, 8 majors)