

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 COMMONWEALTH OF MASSACHUSETTS,)
)
 Plaintiff-Intervenor,)
)
 v.)
)
 CITY OF REVERE, MASSACHUSETTS,)
)
 Defendant.)

CIVIL ACTION NO.
1:10-cv-11460

CONSENT DECREE

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WHEREAS, Plaintiff, the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), filed a complaint simultaneously herewith, alleging that the City of Revere, Massachusetts (“City,” “Revere,” or “Defendant”) has violated Section 301(a) of the Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1311(a);

WHEREAS, the United States’ Complaint against the City alleges that the City violated and continues to violate Section 301 of the Act by discharging pollutants into waters of the United States from its Municipal Separate Storm Sewer System (“MS4”) storm drains without authorization by the CWA’s National Pollutant Discharge Elimination System (“NPDES”) General Permit for Stormwater Discharges from MS4s, issued by EPA on April 18, 2003 (hereinafter referred to as the “Small MS4 General Permit” or “General Permit”), any other NPDES permit, or any other provision of the Act, and by discharging pollutants into waters of the United States as a result of sewer blockages, backups or surcharges (a.k.a. Sanitary Sewer Overflows (“SSOs”)) of its wastewater collection system (“Collection System”) without authorization under any NPDES permit or any other provision of the CWA;

WHEREAS, Section 309(e) of the Act, 33 U.S.C. § 1319(e), requires that whenever the United States brings a civil enforcement action against a municipality under Section 309, the state in which the municipality is located shall be joined as a party;

WHEREAS, the Commonwealth of Massachusetts (the “Commonwealth”), on behalf of the Massachusetts Department of Environmental Protection (“MassDEP”), has filed an assented-to motion to intervene as a plaintiff in this action brought by the United States and filed a complaint alleging that the City violated and continues to violate Section 301(a) of the CWA, 33

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U.S.C. § 1311(a), and the Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53 (“Massachusetts Act”);

WHEREAS, the City has completed projects and submitted reports pursuant to the Clean Water Act Administrative Order (Docket No. 07-004) issued by EPA on April 18, 2007 (“AO”), as modified by letters from EPA to the City dated June 29, 2007, August 13, 2007, and April 23, 2009, including: a Capacity, Management, Operation and Maintenance (“CMOM”) Program Self Assessment; a CMOM Corrective Action Plan; a Hydraulic Model and Modeling Report; a Wastewater Collection System Capacity Assessment (“Capacity Assessment”); an Illicit Discharge Detection and Elimination (“IDDE”) Plan; and an IDDE Report;

WHEREAS, entry of this Consent Decree by the Court will resolve the civil claims alleged in the complaint of the United States and the complaint of the Commonwealth (collectively, “Complaints”); and

WHEREAS, the United States, the Commonwealth, and the City (collectively, the “Parties”) recognize, without admission of facts or law except as expressly stated herein, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter is fair, reasonable, and in the public interest, and that entry of this Consent Decree without further litigation is an appropriate resolution of this action;

NOW, THEREFORE, with the consent of the Parties, it is hereby ordered, adjudged, and decreed as follows:

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I. STATEMENT OF CLAIM

1. The Complaints state claims upon which relief can be granted against the Defendant pursuant to Section 309 of the CWA, 33 U.S.C. § 1319. The Commonwealth's Complaint also states claims upon which relief can be granted pursuant to Section 42 of the Massachusetts Act, M.G.L. c. 21, § 42.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1331, 1345, 1355, and 1367 and under the doctrine of pendent jurisdiction. This Court has personal jurisdiction over the Parties to this Consent Decree. Venue properly lies in this district pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), 28 U.S.C. §§ 1391(b) and (c), and 28 U.S.C. § 1395. The City waives all objections it might have raised to such jurisdiction or venue.

III. APPLICABILITY

3. The provisions of this Consent Decree shall apply to and be binding upon the City and its officers, directors, agents, employees acting in their official capacities, its successors, and assigns.

4. No transfer of any ownership interest in or any interest in the operation of the City's MS4 or the Collection System, whether in compliance with this Paragraph or otherwise, shall relieve the City of its obligation to ensure that the terms of this Consent Decree are implemented. Any transfer involving ownership or operation of the MS4 or Collection System,

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or any portion thereof, to any other person or entity must be conditioned upon the transferee's agreement to undertake the obligations required by all provisions of this Consent Decree, as provided in a written agreement between the City and the proposed transferee, enforceable by the United States and the Commonwealth as third-party beneficiaries of such agreement. At least thirty (30) Days prior to such transfer, the City shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the above-referenced proposed written agreement, to EPA, the United States Attorney, the United States Department of Justice, MassDEP, and the Massachusetts Attorney General in accordance with Section XIV (Form of Notice). Any noncompliance with this Paragraph constitutes a violation of this Consent Decree.

5. The City shall provide a copy of this Consent Decree to all officers and agents whose duties might reasonably include compliance with any provisions of this Consent Decree. The City shall also provide a copy of this Consent Decree to all contractors and consultants retained to perform any obligation required by this Consent Decree on behalf of the City, and condition any such contract upon performance of the work in conformity with the terms of this Consent Decree. The City shall require that such contractors and consultants provide a copy of this Consent Decree to their subcontractors to the extent the subcontractors are performing work subject to this Consent Decree. Such contractors, consultants and subcontractors shall be deemed agents of the City for the purposes of this Consent Decree. In an action to enforce this Consent Decree, the City shall not assert as a defense against an action by EPA or the

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Commonwealth the failure by any of its officers, directors, employees, agents, servants, consultants, engineering firms, contractors, successors, and assigns to take actions necessary to comply with this Consent Decree.

IV. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the CWA or in regulations promulgated under the CWA shall have the meaning ascribed to them in the CWA or in the regulations promulgated thereunder. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply.

a. "Act" or "CWA" shall mean the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), as amended, 33 U.S.C. §§ 1251-1387.

b. "Administrative Order" or "AO" shall mean the Clean Water Act Administrative Order (Docket No. 07-004) that was issued to Revere by EPA on April 18, 2007, as modified by letters from EPA to the City dated June 29, 2007, August 13, 2007, and April 23, 2009, and attached hereto as Appendix A.

c. "Approval by EPA" or "Approved by EPA" shall mean the issuance of a written approval document from EPA, after a reasonable opportunity for review and comment by MassDEP, approving, approving with conditions, and/or modifying a submission in accordance with Section IX (Approval of Submissions).

d. "Approval by EPA and MassDEP" and "Approved by EPA and MassDEP" shall mean the issuance of one joint, written approval document from both EPA and

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MassDEP approving, approving with conditions, and/or modifying a submission in accordance with Section IX (Approval of Submissions).

e. “Building/Private Property Backup” shall mean any release of wastewater from the City’s Collection System into buildings or onto private property, except a release that is the result of blockages, flow conditions, or malfunctions of a building lateral or other piping/conveyance system that is not owned or operationally controlled by the City, or is the result of overland, surface flooding not emanating from the City’s Collection System.

f. “Capacity-Related SSO” shall mean any SSO that is the result of the inability of a portion of the Collection System, or portions of the Collection System downstream of that portion, to convey peak flows to the Massachusetts Water Resources Authority’s (“MWRA”) wastewater collection and treatment facilities when operating as designed.

g. “Collection System” shall mean the wastewater collection, storage and transmission system (a.k.a. sanitary sewer system) owned or operated by the City, including, but not limited to, all devices, Sewersheds, pump stations, force mains, gravity sewer lines, manholes, and appurtenances.

h. “Commonwealth” shall mean the Commonwealth of Massachusetts.

i. “Complaints” shall mean, collectively, the complaint filed by the United States and the complaint filed by the Commonwealth in this action.

j. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Decree and any appendix, this

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Decree shall control.

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

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

m. “Effective Date” shall have the definition provided in Section XVII (Effective Date).

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

o. “Excessive Inflow/Infiltration” or “Excessive I/I” shall mean the Infiltration/Inflow (“I/I”) that can be cost-effectively eliminated from Revere’s Collection System as determined by a cost-effectiveness analysis that compares the costs of eliminating the I/I with the total costs of transportation and treatment of the I/I (including capital costs of increasing sewage facilities capacity and treatment and the resulting operating costs).

p. “Exfiltration” shall mean the water that exits the Collection System (including sewer service connections) through such means as, but not limited to, defective pipes, pipe joints, connections or manhole structures.

q. “Flow” shall mean all wastewaters conveyed by any portion of the

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Collection System.

r. "Infiltration" shall mean the water that enters the Collection System (including sewer service connections) from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manholes. Infiltration does not include, and is distinguished from, Inflow.

s. "Inflow" shall mean all water that enters the Collection System and sewer service connections from sources such as, but not limited to, roof leaders, cellar drains, yard drains, sump pumps, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, Infiltration.

t. "Infiltration/Inflow" or "I/I" shall mean the total quantity of water from both Infiltration and Inflow without distinguishing the source.

u. "MassDEP" shall mean the Massachusetts Department of Environmental Protection and any successor departments or agencies of the Commonwealth.

v. "Municipal Separate Storm Sewer System" or "MS4" shall mean a system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains) designed to collect, convey, and discharge stormwater to receiving waters.

w. "Paragraph" shall mean a portion of this Consent Decree identified by an

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Arabic numeral or an upper or lower case letter.

x. “Parties” shall mean the United States, the Commonwealth of Massachusetts, and the City of Revere.

y. “Sanitary Sewer Overflow” or “SSO” shall mean any overflow, spill, diversion, or release of wastewater from, or caused by, the City’s Collection System. SSOs include, but are not limited to, discharges to waters of the United States from the City’s Collection System, as well as any release of wastewater from the City’s Collection System to public or private property that does not reach waters of the United States, including Building/Private Property Backups

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

aa. “Sewershed” shall mean a major portion of the Collection System that drains to one, or a limited number of, major sewer(s).

bb. “Small MS4 General Permit” or “General Permit” shall mean the National Pollutant Discharge Elimination General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems, issued by EPA on April 18, 2003. This General Permit covers Small MS4s within the Commonwealth of Massachusetts; the State of New Hampshire; Indian Country lands within Connecticut, Massachusetts and Rhode Island; and Federal Facilities within Vermont. This General Permit applies to MS4s that are not defined as large or medium MS4s pursuant to 40 C.F.R. §§ 122.26(b)(4) and (b)(7), nor designated under

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40 C.F.R. § 122.26(a)(1)(v).

cc. “United States” shall mean the United States of America.

V. OBJECTIVES

7. It is the express purpose of the Parties in entering into this Consent Decree to require the City to take all measures necessary to fulfill the objectives of the CWA, to achieve and maintain compliance with the CWA, the Massachusetts Act, the Small MS4 General Permit, any NPDES permits that may be issued to the City in the future, and any applicable federal or Commonwealth regulations.

8. Engineering designs and analyses required to be performed pursuant to this Consent Decree shall be conducted using sound engineering practices, and, as applicable, consistent with: (a) EPA’s “Handbook: Sewer System Infrastructure Analysis and Rehabilitation,” EPA/625/6-91/030, October 1991; (b) EPA’s “Handbook for Sewer System Evaluation and Rehabilitation,” EPA/430/9-75/021, December 1975; (c) “Existing Sewer Evaluation and Rehabilitation,” WEF MOP FD-6, 1994; (d) “Guide to Short Term Flow Surveys of Sewer Systems,” WRc Engineering (Undated); (e) the National Association of Sewer Service Companies “Manual of Practice”; (f) the MassDEP document entitled “Guidelines for Performing Infiltration/Inflow Analysis and Sewer System Evaluation Survey,” revised January 1993; and (g) the currently effective edition of “TR 16: Guides for the Design of Wastewater Treatment Works.”

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VI. CIVIL PENALTY

9. No later than thirty (30) Days after the Effective Date of this Consent Decree, the City shall pay a civil penalty in the amount of one hundred thirty thousand dollars (\$130,000) (“Civil Penalty”) to the United States and the Commonwealth in satisfaction of the claims for civil penalties alleged in the Complaints. Of the total Civil Penalty, the City shall pay \$97,500 to the United States and \$32,500 to the Commonwealth. Payments shall be made in accordance with the procedures set forth in Paragraph 10, below. In the event that payment is not made within 30 Days of the Effective Date of this Consent Decree, the City shall pay interest on the balance due, at the rate specified in 28 U.S.C. § 1961, accruing from the Effective Date through the date of final payment.

10. a. The City shall make payment to the United States by FedWire Electronic Funds Transfer (“EFT”) to the United States Department of Justice in accordance with written instructions to be provided to the City, following lodging of the Consent Decree, by the United States Attorney’s Office for the District of Massachusetts, Financial Litigation Unit, Boston, Massachusetts. The costs of such electronic funds transfer shall be the responsibility of the City. At the time of payment, the City shall send a copy of the EFT authorization form, the EFT transaction record, and a transmittal letter, which shall state that the payment is for the Civil Penalty owed pursuant to the Consent Decree in United States v. City of Revere, Massachusetts, and shall reference the civil action number and DOJ case number 90-5-1-1-09299, to the EPA and the United States Department of Justice as specified in Paragraph 52, by email to

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acctsreceivable.CINWD@epa.gov, and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

b. The City shall make payment to the Commonwealth in the form of a certified or cashier's check made payable to "Commonwealth of Massachusetts" and referencing this Consent Decree and the purpose of the payment (e.g., civil penalty, stipulated penalty), and mailed to: Commonwealth of Massachusetts, Office of the Attorney General, One Ashburton Place, Room 1813, Boston, Massachusetts, 02108, Attention: Louis Dundin, Assistant Attorney General, Environmental Protection Division.

VII. REMEDIAL MEASURES

A. Collection System Projects

11. *Capacity, Management, Operation and Maintenance Corrective Action Plan*—The City shall implement the CMOM Corrective Action Plan, submitted pursuant to the AO on May 7, 2008, as approved or modified by EPA, in accordance with the schedule set forth therein.
12. *Wastewater Collection System Capacity Assessment*—The City shall implement the Scope of Work ("SOW") for Sewer System Evaluation Survey ("SSES") field investigation programs to be undertaken for 2009 to 2012 that is part of the Wastewater Collection System Capacity Assessment, submitted pursuant to the AO on May 22, 2009, as approved or modified by EPA.
13. *Sewer System Evaluation Surveys*—On or before July 31, 2010, the City shall

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submit a Phase 1 SSES Report for field investigations from April 1, 2009 through March 31, 2010 for review and Approval by EPA. On or before July 31, 2011, the City shall submit a Phase 2 SSES Report for field investigations from April 1, 2010 through March 31, 2011 for review and Approval by EPA. On or before July 31, 2012, the City shall submit a Phase 3 SSES Report for field investigations from April 1, 2011 through March 31, 2012 for review and Approval by EPA. In total, the Phase 1, 2, and 3 SSES Reports shall address 100% of the City's Collection System.

a. *Contents of Each SSES Report*—Each SSES Report shall be organized into separate sections by Sewershed. In addition to identifying those sources of extraneous flow that are cost-effective to remove, each SSES Report shall itemize, for the portions of the Collection System addressed, the specific I/I remedial measures and other corrective actions that would contribute to the prevention of each Collection System surcharge or Capacity-Related SSO and each source of Exfiltration causing or contributing to violations of water quality standards in surface waters within or adjacent to the City, and shall rank their importance. Each SSES report shall include a schedule for the implementation of the identified I/I remedial measures and other corrective actions that can be implemented by the end of the 2012 calendar year. For those measures the City believes it is unable to implement by 2012, each SSES Report shall provide a detailed justification for that determination. Each SSES Report shall also include, but need not be limited to, the following information:

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i. *Infiltration/Inflow - Public Sources*

A. A listing of all public sources of I/I identified during each SSES in the Sewersheds that are tributary to, or contribute to, any Collection System surcharge or Capacity-Related SSO;

B. Cost-effectiveness analyses that determine which public sources of I/I are more cost-effective to remediate than to transport and treat, and a narrative description of the bases of those analyses;

C. A listing of all public sources of Excessive I/I identified during each SSES in the Sewersheds that are tributary to, or contribute to, any Collection System surcharge or Capacity-Related SSO;

D. Recommendations for rehabilitating or replacing each structurally-deficient portion of the Collection System identified during each SSES; and

E. Recommendations for rehabilitating each public source of Excessive I/I in the Sewersheds that contributes to any Collection System surcharge or Capacity-Related SSO;

ii. *Infiltration/Inflow - Private Sources*

A. A listing of all private sources of I/I identified during each SSES in the Sewersheds that contribute to any Collection System surcharge or Capacity-Related SSO;

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B. Cost-effectiveness analyses that determine which private sources of I/I are more cost-effective to remediate than to transport and treat, and a narrative description of the bases of those analyses;

C. A listing of all private sources of Excessive I/I identified during each SSES in the Sewersheds that contribute to any Collection System surcharge or Capacity-Related SSO;

D. Identification of each Sewershed that is tributary to, or contributes to, any Collection System surcharge or Capacity-Related SSO in which Excessive I/I is determined to exist. For each identified Sewershed, each SSES Report shall include, but need not be limited to, the following information:

(1) a summary of the results of the building surveys conducted by the City or its agents, including an address listing of those buildings surveyed, an address listing of those buildings with identified sources of I/I, and an address listing of those buildings for which the City recommends rehabilitation of I/I sources and the recommended methods of rehabilitation;

(2) a plan and schedule for surveying those buildings that the City has not previously surveyed;

(3) a map of each Sewershed that identifies: (i) the location of all properties within the Sewershed; (ii) each property that is an actual or potential source of extraneous flow to the Collection System that was identified during each SSES and/or

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any of the City's prior investigations; (iii) each property where a private source of I/I has been confirmed; and (iv) the extent of the City's MS4 within each Sewershed that the City has determined is subject to Excessive I/I; and

(4) a determination of whether it is cost-effective to redirect identified private sources of extraneous I/I or to expand the Collection System to convey extraneous flow to the tributary MWRA wastewater treatment facilities. The analysis shall include, but need not be limited to:

(i) a generalized/schematic level assessment of whether conditions allow for permanent redirection of identified I/I sources to the ground and the range of homeowner costs associated with this type of remedial measure;

(ii) an assessment of whether the City's MS4 has sufficient capacity and can be extended to eliminate the identified I/I sources, and the range of homeowner costs associated with this type of remedial measure, including, but not limited to, the costs of redirecting extraneous flow sources to the City's MS4;

(iii) an assessment of whether off-line storage within the sanitary Sewershed can be used to prevent Collection System surcharges and/or Capacity-Related SSOs;

(iv) an assessment of the cost of conveying the extraneous flow to a downstream portion of the Collection System in a manner that will not exacerbate downstream Collection System surcharges or Capacity-Related SSOs;

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(v) recommendations regarding the disposition of each identified private source of extraneous flow;

(vi) the framework of a public education plan to promote the elimination of private sources of Excessive I/I, and a schedule for implementation of the plan;

(vii) an evaluation of whether any changes in the City's ordinances or by-laws are necessary to implement or facilitate the planned remedial measures, and a proposed schedule for implementing any necessary City ordinances or by-laws; and

(viii) provisions for follow-up verification; and

iii. *Exfiltration*

A. The City shall include, as a separate section of each SSES Report, a listing of the portions of the Collection System from which Exfiltration to the City's MS4 may be occurring and may affect, or have the potential to affect, the City's MS4 or surface waters within and adjacent to the City. The City shall describe the methodology for determining the scope of this list and the exclusion or inclusion of specific sewer sections, which shall be based upon the City's evaluation of information developed under each SSES regarding groundwater elevations, Collection System deficiencies, and the sampling and investigations programs of the Illicit Discharge Detection and Elimination Plan pursuant to Paragraphs 18 and 19 below;

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B. For each section of the Collection System identified in subparagraph A, above, the City shall describe the scope of its SSES investigations (e.g., television inspections, dye testing, rainfall simulation) and whether the remedial measures proposed in each SSES Report for the specific sewer section are expected to remedy the Exfiltration problem; and

C. For those sections of the Collection System where Exfiltration to the City's MS4 may be causing or contributing to violations of water quality standards in surface waters within or adjacent to the City, and the remedial measures proposed in the I/I-Public Sources and I/I-Private Sources sections of each SSES Report are not expected to remedy the Exfiltration problem, the City shall propose the necessary remedial measures.

b. *Additional Contents of the Phase 1 SSES Report*—The Phase 1 SSES Report shall also include the information required by the Capacity Assessment (in particular the SOW for SSES field investigation programs for calendar year 2009), submitted pursuant to the AO on May 22, 2009, as approved or modified by EPA.

c. *Phase 2 SSES SOW*—With the Compliance Report required to be submitted on July 31, 2010 (see Section VIII (Reports on Compliance)), the City shall submit a Phase 2 SSES SOW (which updates the Phase 2 SSES SOW in the Capacity Assessment, submitted pursuant to the AO on May 22, 2009, as approved or modified by EPA) for review and Approval by EPA. The Phase 2 SSES Report shall also include the information required by the Phase 2 SSES SOW, as Approved by EPA.

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d. *Phase 3 SSES SOW*—With the Compliance Report required to be submitted on January 31, 2011 (see Section VIII (Reports on Compliance)), the City shall submit a Phase 3 SSES SOW (which updates the Phase 3 SSES SOW in the Capacity Assessment, submitted pursuant to the AO on May 22, 2009, as approved or modified by EPA) for review and Approval by EPA. The Phase 3 SSES Report shall also include the information required by the Phase 3 SSES SOW, as Approved by EPA.

e. *SSES Report Implementation Schedule*—Upon Approval by EPA, each SSES Report shall be incorporated into and become enforceable under this Consent Decree. The City shall implement the recommendations of each SSES Report in accordance with the schedules set forth therein.

14. *Comprehensive Wastewater Management Plan and Comprehensive Stormwater Management Plan (collectively "CWMP/CSMP")*—On or before December 31, 2012, the City shall submit for review and Approval by EPA and MassDEP a CWMP/CSMP to address corrective actions required for the City's entire Collection System and MS4, as identified: (a) during SSES Phases 1, 2, and 3, but not completed by December 31, 2012 (e.g., additional capacity increases, pump station upgrades, other additional remedial measures); (b) in the revised IDDE Plan, as Approved by EPA, submitted pursuant to Paragraph 18, below; and (c) in the course of any other investigations, studies, or analyses of the City's Collection System and/or MS4. The CWMP/CSMP shall review and detail the capacity and conditions of the existing Collection System facilities, including pipelines, pump stations, MWRA connection points, and

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tide gates, as well as MS4 infrastructure, which will serve to present the most current review of the condition of all Collection System and MS4 facilities within the City at the time of the CWMP/CSMP. The CWMP/CSMP shall also:

- a. summarize past SSO events for calendar years 2005-2012, including causes of overflow events (i.e., Capacity-Related SSOs versus maintenance-related SSOs) and the estimated discharge volumes;
- b. summarize the work performed pursuant to the SSES Reports, IDDE Plan, and any other investigations, studies, or analyses of the City's Collection System and/or MS4;
- c. provide the results of post-construction flow monitoring in Sewersheds where I/I remediation work has taken place to confirm the effectiveness of any I/I remediation performed;
- d. provide an update to the Hydraulic Model and associated Capacity Assessment submitted pursuant to the AO on October 31, 2008 and May 22, 2009, respectively, as approved or modified by EPA, which shall comply with all of the requirements of Subsection IV.10 of the AO, including an evaluation of the performance of the Collection System under both dry-weather conditions and a range of rainfall events (including, but not limited to, the 1-, 5-, 10-, 25-, 50-, and 100-year storm events). Updates to the Hydraulic Model and associated Capacity Assessment may consider demonstrated limitations in the downstream MWRA system, and such limitations must be fully supported and documented in the CWMP;

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e. identify and prioritize capital projects and all other remedial projects required to maintain and improve operation of the existing systems, provide estimated costs (capital, annual operations and maintenance (“O&M”), and either present value or annualized costs) for all considered and proposed remedial projects, and present a schedule for all remaining work proposed to be completed by the City to prevent Collection System surcharges and SSOs, and to eliminate: (i) Exfiltration causing or contributing to violations of water quality standards in surface waters within or adjacent to the City; (ii) Excessive I/I; (iii) discharges from the City’s MS4 that cause or contribute to violations of water quality standards; and (iv) discharges from the City’s MS4 that cause or contribute to the City’s noncompliance with its Small MS4 General Permit. For purposes of developing this schedule, the City shall prioritize projects based upon factors including, but not limited to: (i) relative likely impact on human health and the environment; (ii) SSO frequencies; (iii) total annual SSO volumes; (iv) the cost-effectiveness of the remedial projects; and (v) demonstrated limitations in the downstream MWRA system;

f. include a listing of all identified remedial measures, highlighting: (i) those determined necessary to address SSOs, including Building/Property Backups; (ii) those determined to be cost-effective; and (iii) those identified but not proposed to be implemented by the City (with a detailed explanation and justification for not implementing the remedial measures); and

g. provide proposed dates for construction start and construction completion of all remaining remedial measures proposed to be implemented by the City. In no event shall

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the schedule for construction extend beyond calendar year 2022, unless this date is changed by modification of the Consent Decree pursuant to Paragraph 64.

Upon Approval by EPA and MassDEP, the CWMP/CSMP shall be incorporated into and become enforceable under this Consent Decree, and the City shall implement the requirements of the CWMP/CSMP, as approved by EPA and MassDEP, in accordance with the schedules set forth therein.

15. *Emergency Response Plan*—Within thirty (30) Days of the Effective Date, the City shall develop and submit for Approval by EPA an Emergency Response Plan. The City shall design the Emergency Response Plan to ensure that: should SSOs (which includes Building/Private Property Backups) occur, the volume of untreated wastewater discharged to the environment and the impact of the discharge on the environment and public health will be minimized; all SSOs are responded to and halted as rapidly as possible; mitigation measures are employed whenever appropriate; appropriate measures are implemented to prevent recurrence of SSOs at the same location; and appropriate measures are implemented to respond to and prevent Building/Private Property Backups. The Emergency Response Plan shall set forth procedures for responding to SSOs, including Building/Private Property Backups, to minimize the environmental impact and potential human health risk.

- a. The Emergency Response Plan shall include, at a minimum:
 - i. Procedures to make the public aware of SSOs and public notice requirements to limit public access to and contact with areas affected by SSOs;

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- ii. Procedures to provide timely notice to EPA, MassDEP, Massachusetts Division of Marine Fisheries, and local public health officials of SSOs;
- iii. An emergency 24-hour telephone number that can be used by the public to report SSOs;
- iv. A review to ensure that the City has access to the equipment necessary to respond to SSOs and to implement the Emergency Response Plan;
- v. Procedures to ensure the rapid dispatch of personnel and equipment to correct, repair or mitigate the condition causing or contributing to any SSO;
- vi. Procedures to ensure the preparedness, including responsiveness training, of the City's employees and contractors necessary for effective implementation of the Emergency Response Plan;
- vii. A system to track SSO reports and other complaints and related repairs, and to investigate the causes of any SSOs;
- viii. Safety training for all Collection System personnel;
- ix. Procedures to ensure that SSOs are immediately contained, and/or stopped as soon as reasonably practicable;
- x. Procedures, if any, to provide assistance to residents experiencing Building/Private Property Backups resulting from blockages and surcharges of the Collection System;
- xi. Procedures for investigating and documenting the causes of

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Building/Private Property Backups;

xii. Protocols for the clean-up of Building/Private Property Backups, including the disposition of wastewater pumped from buildings;

xiii. Measures to prevent Building/Private Property Backups, and, in cases where measures included in Section VII (Remedial Measures) will not completely prevent Building/Private Property Backups until some future date, measures to mitigate Building/Private Property Backups; and

xiv. A method and schedule, with respect to all SSOs, including Building/Private Property Backups: to publicize on local cable television and local newspapers such SSOs (other than Building/Private Property Backups); to report such SSOs to a single point of contact within the City; and in turn to report such SSOs to EPA and MassDEP, in accordance with the requirements set forth in Paragraphs 15(c) and 21(b) of this Consent Decree.

b. The City shall immediately and continuously implement the Emergency Response Plan, upon Approval by EPA. The Emergency Response Plan, as Approved by EPA, shall be incorporated into and become enforceable under this Consent Decree.

c. As soon as practicable, but not later than 24 hours of learning of any SSO, including any Building/Private Property Backup, the City shall report such events to EPA, MassDEP, and the Massachusetts Division of Marine Fisheries via electronic mail in accordance with Section XIV (Form of Notice). The report required by this subparagraph shall include, but need not be limited to, the information set forth in Paragraph 21(b) of this Consent Decree.

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d. The reporting requirements set forth in this Paragraph do not relieve the City of its obligation to submit any other reports or information as required by Section VIII (Reports on Compliance) or by federal, Commonwealth, or local law or regulation.

16. *Capacity Assurance Plan*—As soon as practicable following completion of the Collection System remedial measures, enumerated in Paragraphs 11 through 15 above, and the Geographic Information System Map, described in Paragraph 20 below, Revere shall submit a report that demonstrates to EPA's satisfaction that all Collection System surcharges and Capacity-Related SSOs have been prevented for a period of one year. The report shall include a detailed explanation of methods the City used to determine whether Collection System surcharges or Capacity-Related SSOs had occurred, including documentation of any complaints received by the City, how complaints or suspected Collection System surcharges and Capacity-Related SSOs were investigated, and the results of any such investigations.

a. If, following the completion of the Collection System remedial measures enumerated in Paragraphs 11 through 15 above, and the Geographic Information System Map, described in Paragraph 20 below, the City's Collection System experiences a Capacity-Related SSO that EPA, in consultation with MassDEP, determines was not caused by either (1) widespread severe flooding or (2) limitations in the downstream MWRA system, no later than ninety (90) Days after the SSO, the City shall submit for review and Approval by EPA an evaluation of the cause(s) of the SSO, an assessment of whether additional measures are necessary to prevent similar types of SSOs at other locations and future SSOs at the same

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location, and a plan and schedule for completion of the identified measures, if any. Upon Approval by EPA, the plan shall be incorporated into and become enforceable under this Consent Decree, and the City shall implement the plan in accordance with the schedules set forth therein. After the City has fully implemented the additional remedial measures set forth in the plan, the City shall demonstrate to EPA's satisfaction that Capacity-Related SSOs have been eliminated for a period of one year.

b. If, following the completion of the Collection System remedial measures enumerated in Paragraphs 11 through 15 above, and the Geographic Information System Map, described in Paragraph 20 below, the City's Collection System experiences a maintenance-related SSO, no later than ninety (90) Days after the event the City shall submit for review and Approval by EPA revisions to its CMOM Corrective Action Plan (submitted pursuant to the AO and as approved or modified by EPA). The revised CMOM Corrective Action Plan shall include additional maintenance or remedial measures that the City will implement to prevent similar maintenance-related SSOs, a schedule for completion of the necessary measures. Upon Approval by EPA, the revised CMOM Corrective Action Plan shall be incorporated into and become enforceable under this Consent Decree, and the City shall implement the additional maintenance or remedial measures in accordance with the schedules set forth therein.

17. The City shall maintain all relevant CMOM documents in at least one central location that is accessible to the City's staff and EPA and MassDEP inspectors during normal business hours. The City shall also make such CMOM documents available to the public under

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the City's supervision during normal business hours. The City shall maintain a digital copy of as many of these documents as possible on a publicly-accessible web site. If the City is concerned that certain documents covered by this Paragraph may contain information that could compromise security, the City shall provide notice to EPA and MassDEP as soon as practicable of the document(s) the City proposes to withhold from the public and the reasons therefore. If the parties cannot agree as to whether the document(s) should be publicly available, the issue shall be resolved pursuant to the dispute resolution procedures set forth in Section XII (Dispute Resolution).

B. Municipal Separate Storm Sewer System

18. *Illicit Discharge Detection and Elimination Plan*—Within thirty (30) Days of the Effective Date, the City shall submit for review and Approval by EPA a revised IDDE Plan that updates the schedule set forth in Table 1 of the Revised Illicit Discharge Detection and Elimination Program submitted to EPA by the City on August 29, 2007. Until such time as the revised IDDE Plan is Approved by EPA, the City shall continue to implement the IDDE Plan Approved by EPA on July 24, 2007.

19. *Revised IDDE Plan Implementation*—Upon Approval by EPA, the revised IDDE Plan shall be incorporated into and become enforceable under this Consent Decree. The City shall implement its revised IDDE Plan as Approved by EPA, in accordance with the requirements set forth therein. The City shall note all measures taken to implement the revised

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IDDE Plan in the periodic Compliance Reports submitted pursuant to Section VIII (Reports on Compliance) of this Decree.

20. *Geographic Information System ("GIS") Map*—On July 1, 2009, the City submitted for review and Approval by EPA best available GIS or other digital mapping of the City's MS4 and Collection System to facilitate implementation of its SSES investigations and the development and implementation of the IDDE Plan. The City shall submit updated maps for review and Approval by EPA with the periodic Compliance Reports required to be submitted pursuant to Section VIII (Reports on Compliance), or upon request by EPA. Such mapping shall provide a comprehensive depiction of key infrastructure and factors influencing proper system operation and the potential for SSOs and Collection System surcharges. Mapping themes shall include: key sanitary and storm sewer infrastructure; investigation and study findings; monitoring data; cleaning and repair activities; capital projects; and water resource and topographic features. The scale and detail of the maps shall be appropriate to facilitate a rapid understanding of the system by the City, EPA and MassDEP. In addition, the mapping shall serve as a planning tool for: the implementation and phasing of the IDDE Plan; the demonstration of the extent of completed and planned investigations and corrections; and other related capital projects. To ensure legible mapping, information shall be grouped appropriately and represented thematically (*e.g.*, by color) with legends or schedules where possible. The following information and features, as modified with the Approval of EPA, shall be included or be available to be included in the mapping:

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a. Infrastructure

- Municipal separate storm sewer system (including inter-municipal and private connections where available)
- Municipal sanitary sewer system (including inter-municipal connections)
- Municipal combined sewer system
- Thematic representation of sewer material, size, and age
- Sewer flow direction and flow type (*e.g.*, pressure, vacuum, gravity)
- Select rim and invert elevations (for comparison with water table and vertical separation between systems)
- Aerial delineations of major separate storm sewer catchment areas, sanitary Sewersheds, combined Sewersheds, and areas served by on-site subsurface disposal systems
- Common/twin-invert manholes or structures (*i.e.*, structures serving or housing both separate storm and sanitary sewers)
- Sanitary and storm sewer alignments served by known or suspected underdrain systems
- Sewer alignments with common trench construction and major crossings representing high potential for communication due to water table influence
- Lift stations (public and private), siphons, and other key sewer appurtenances
- Sewersheds or sewer alignments experiencing inadequate level of service (with indication of reason(s))
- Location(s) of known SSOs (with indication of cause(s))

b. Water Resources and Topographic Features

- Water bodies and watercourses identified by name
- Seasonal high water table elevations impacting sanitary sewer alignments
- Topography
- Orthophotography

c. O&M, Investigations, Remediation, and Capital Projects

- Alignments, dates, and thematic representation of work completed (with legend) of past illicit discharge investigations (*e.g.*, flow isolation, dye testing, closed-circuit television)

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- Locations of suspected, confirmed, and corrected illicit discharges (with dates and flow estimates)
- Water quality monitoring locations with representation of water quality indicator concentrations
- Recent and planned sewer infrastructure cleaning and repair projects
- Alignments and dates of past and planned Infiltration/Inflow investigations and sanitary sewer remediation work
- Planned capital projects relative to utility and roadway rehabilitation or replacement
- Proposed phasing of future illicit discharge investigations

Mapping shall be updated to reflect newly discovered information, corrections or modifications, and remedial measures performed by the City in compliance with the AO and this Consent Decree.

VIII. REPORTS ON COMPLIANCE

21. Beginning on July 31, 2010, and on each January 31st and July 31st thereafter through termination of this Consent Decree, the City shall submit to EPA for review Compliance Reports for the previous six-month period (January 1st through June 30th, and July 1st through December 31st) (“Reporting Period”), with a copy to MassDEP. Each Compliance Report shall include, at a minimum, the following items:

a. A listing of all illicit connections identified during the previous Reporting Period, including the following:

- i. The estimated flow from each connection;
- ii. The actions taken by the City to remove each connection;
- iii. The date each connection was removed;
- iv. The cost of removing each connection;

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v. The resulting volume removed from the MS4 under the IDDE Plan during the Reporting Period for each individual illicit connection, cumulative for the Reporting Period, and cumulative for all illicit connections to date; and

vi. An appendix that contains a summary listing of the address, associated volume of sewage and/or industrial/commercial wastewater, and date of elimination for all illicit connections cumulative to date.

b. A chronological list of each of the following categories of SSO events that occurred during the Reporting Period: all releases with a reasonable potential to reach surface waters such as releases to streets or areas with storm drain catch basins; Building/Private Property Backups; and citizen reports of SSO events, including Building/Private Property Backups. Each of the lists shall include, but need not be limited to, the following information:

i. The date and time(s) when each event was discovered/reported and was stopped;

ii. The location by address;

iii. The final disposition of the SSO, e.g., whether it discharged to the ground, street, or surface water, including: the name of the water body, street, or intersecting streets nearest the SSO; and, if the release occurred to the ground or street, the name of the nearest downgradient MS4 catch basin and the name of the receiving water of the MS4;

iv. The source of notification (e.g., property owner, general public, field crew, police);

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- v. The cause(s) of the event (e.g., vandalism, sediments, roots, grease, mechanical, electrical and structural failures, capacity issues);
 - vi. A determination of whether the event was caused by blockages or hydraulic limitations within the publicly-owned portion of the Collection System;
 - vii. The measures taken to stop the event;
 - viii. The estimated gallons of wastewater released, the estimated gallons of wastewater that reached a surface water, and the bases for those estimates; and
 - ix. The date of the last SSO that occurred at the event location.
- c. A GIS map or figure, consistent with the requirements of Paragraph 20, indicating the location of each illicit connection and SSO event including a Building/Private Property Backup;
- d. A description of the activities undertaken during the Reporting Period directed at achieving compliance with this Consent Decree;
- e. A description of any proposed changes to the remedial measures included in the CWMP/CSMP, as approved by EPA and MassDEP;
- f. An identification of all plans, reports, and other submissions required by this Consent Decree that the City completed and submitted during the Reporting Period;
- g. A description of the activities the City plans to undertake during the six months following the Reporting Period in order to achieve compliance with this Consent Decree;
- and

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h. An identification of any noncompliance with the requirements of this Consent Decree. If any noncompliance is reported, the notification shall include the following information:

- i. A description of the noncompliance;
- ii. A description of any actions taken or proposed by the City to comply with any lapsed requirements;
- iii. A description of any factors that tend to explain or mitigate the noncompliance; and
- iv. The date by which the City will perform the required action.

22. The reporting requirements set forth in this Section do not relieve the City of its obligation to submit any other reports or information as required by federal, Commonwealth or local law or regulation. EPA reserves the right to review and require modifications to the above reporting requirements.

IX. APPROVAL OF SUBMISSIONS

23. After review of any plan, schedule, report, or other item that is required to be submitted for Approval by EPA or Approval by EPA and MassDEP pursuant to this Consent Decree, EPA (and, where applicable, MassDEP) shall in writing: (a) approve, in whole or in part, the submission; (b) approve, in whole or in part, the submission upon specified conditions; (c) modify, in whole or in part, the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the City modify the submission; or (e) any combination

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of the above.

24. In the event of approval, approval upon conditions, and/or modification by EPA (and, where applicable, MassDEP) pursuant to Paragraph 23(a), (b), or (c), the plan, schedule, report, or other item, or portion thereof, as approved, approved with conditions, and/or modified by EPA (and, where applicable, MassDEP) shall be enforceable under this Consent Decree, and the City shall take all actions required to implement such plan, schedule, report, or other item, or portion thereof, in accordance with the approval, approval with conditions, and/or modification issued by EPA (and, where applicable, MassDEP).

25. In the event that EPA (and, where applicable, MassDEP) modifies the submission, or portion thereof, to cure the deficiencies pursuant to Paragraph 23(c), EPA and MassDEP retain their respective rights to seek stipulated penalties for the City's submission of a deficient plan, schedule, report, or other item, or portion thereof, which shall constitute an unapprovable submission subject to stipulated penalties, as provided in Section X (Stipulated Penalties).

26. Upon receipt of a written notice of disapproval pursuant to Paragraph 23(d), the City shall, within thirty (30) Days or such other time as the City and EPA (and, where applicable, MassDEP) agree in writing, correct the deficiencies and resubmit the plan, schedule, report, or other item, or portion thereof, for approval. Any stipulated penalties applicable to the original submission shall accrue during the thirty (30)-Day period or other specified period, but shall not be payable unless the resubmission is untimely and/or disapproved as provided in Paragraph 23; provided that, if the original submission was disapproved by EPA (and, where applicable,

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MassDEP) in whole, stipulated penalties applicable to the original submission shall be due and payable upon demand notwithstanding any subsequent resubmission.

27. Any resubmitted plan, schedule, report, or other item, or portion thereof, shall be subject to review and Approval by EPA or Approval by EPA and MassDEP, as provided under this Section. If the City fails to resubmit a plan, schedule, report, or other item, or portion thereof after a disapproval, or if, upon resubmission, the plan, schedule, report, or other item, or portion thereof, is disapproved or modified by EPA (and, where applicable, MassDEP), the City shall be deemed to have failed to submit such plan, schedule, report, or other item, or portion thereof, timely and adequately, unless the City invokes the dispute resolution procedures set forth in Section XII (Dispute Resolution) and the City's position is upheld.

28. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 23(d), the City shall proceed, at the direction of EPA (and, where applicable, MassDEP), to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve the City of any liability for stipulated penalties under Section X (Stipulated Penalties) for the deficient portions.

X. STIPULATED PENALTIES

29. The City shall pay stipulated penalties to the United States and the Commonwealth for violations or noncompliance with the requirements of this Consent Decree, as set forth below, unless excused under Section XI (Force Majeure). A violation or noncompliance includes failing to perform an obligation required by the terms of this Consent

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Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules or by the date(s) established by or approved under this Decree:

a. Late Payment of Civil Penalty. If the City fails to pay the Civil Penalty required to be paid under Section VI (Civil Penalty) when due, the City shall pay a stipulated penalty as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 750	1st through 10th Day
\$ 1,500	11th through 20th Day
\$ 2,500	21st Day and beyond.

b. Reporting Requirements. For every Day that the City fails timely to submit a report required by Paragraph 21 of this Consent Decree or fails to provide the certification required by Paragraph 53, the City shall pay a stipulated penalty as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 750	1st through 10th Day
\$ 1,500	11th through 20th Day
\$ 2,500	21st Day and beyond.

c. Unpermitted Discharges. For each Day that an SSO occurs, the City shall pay a stipulated penalty of \$6,500. Notwithstanding the foregoing, the City shall not be liable for such a stipulated penalty if all of the following conditions are met: (i) the City stopped the SSO as soon as reasonably practicable; (ii) the City is in full compliance with the schedules and other requirements set forth pursuant to Section VII (Remedial Measures) of this Consent

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Decree; and (iii) the City has complied with all reporting requirements related to SSO discharges, including but not limited to those set forth in Paragraphs 15 and 21 of this Consent Decree.

d. Remedial Measures. For every Day that the City fails timely to meet the requirements of Section VII (Remedial Measures) of this Consent Decree, including but not limited to, submitting an approvable plan, schedule, report, or other item, other than a report required by Paragraph 21, or fails to implement remedial requirements in a plan, schedule, report, or other item Approved by EPA or Approved by EPA and MassDEP, the City shall pay a stipulated penalty as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 750	1st through 10th Day
\$ 1,000	11th through 20th Day
\$ 2,500	21st Day and beyond.

30. Stipulated penalties shall automatically begin to accrue on the Day after performance is due or on the Day a violation occurs and shall continue to accrue each Day until performance is satisfactorily completed or until the violation or noncompliance ceases. Stipulated penalties shall accrue simultaneously for separate violations of or instances of noncompliance with this Consent Decree.

31. Following the United States' or the Commonwealth's determination that the City has failed to comply with a requirement of this Consent Decree, the United States and/or the Commonwealth may give the City written notification of the same and describe the

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noncompliance. The United States and/or the Commonwealth may send the City a written demand for the payment of the stipulated penalties. The Plaintiff making a demand for payment of stipulated penalties shall simultaneously send a copy of the demand to the other Plaintiff. However, the stipulated penalties shall accrue as provided in the preceding Paragraph regardless of whether the United States or the Commonwealth has notified the City of a violation of or noncompliance with the requirements of this Consent Decree, or demanded payment of stipulated penalties.

32. The City shall pay stipulated penalties as specified in this Section by delivering the payments to the United States and the Commonwealth within thirty (30) Days of the date of a demand for payment of stipulated penalties by either Plaintiff. The City shall pay fifty (50) percent of the total stipulated penalty amount due to the United States and fifty (50) percent to the Commonwealth, in accordance with the instructions set forth below:

a. The City shall pay stipulated penalties to the United States in the manner set forth and with the confirmation notices required by Paragraph 10(a), except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) or noncompliance the penalties are being paid.

b. The City shall pay stipulated penalties to the Commonwealth in the manner set forth in Paragraph 10(b).

c. In the event the City fails to pay stipulated penalties according to the terms of this Consent Decree, such penalty (or portion thereof) shall be subject to interest at the

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statutory judgment rate set forth at 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the Commonwealth from seeking any remedy otherwise provided by law for failure of the City to pay any stipulated penalties.

33. Stipulated penalties shall continue to accrue as provided in Paragraph 30, during any dispute resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or a decision of the United States that is not appealed to the Court, the City shall pay accrued penalties determined to be owed, together with interest, to the United States and the Commonwealth within thirty (30) Days of the Effective Date of the agreement or the receipt of the United States' decision or order.

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

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

34. The stipulated penalties set forth above shall be in addition to any other remedies, sanctions, or penalties which may be available by reason of the City's failure to comply with the requirements of this Consent Decree. The United States and the Commonwealth expressly

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reserve any and all legal and equitable remedies, including contempt sanctions, which may be available to enforce the provisions of this Consent Decree.

XI. FORCE MAJEURE

35. “Force Majeure,” for purposes of this Consent Decree, is defined as any event arising from causes entirely beyond the control of the City or of any entity controlled by the City, including its engineers, consultants, contractors and subcontractors, that delays or prevents the timely performance of any obligation under this Consent Decree notwithstanding the City’s best efforts to fulfill the obligation. The requirement that the City exercise “best efforts” includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. “Force Majeure” does not include the City’s financial inability to perform any obligation under this Consent Decree. Stipulated Penalties shall not be due for the number of Days of noncompliance caused by a Force Majeure event as defined in this Section, provided that the City complies with the terms of this Section.

36. If any event occurs which may delay or prevent the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, the City shall notify EPA and MassDEP within seventy-two (72) hours after the City first knew or should have known that the event might cause a delay. Within five (5) working Days thereafter, the City shall submit for review and Approval by EPA, at the addresses specified in Section XIV (Form of Notice), a written explanation of the cause(s) of any actual or expected delay or

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noncompliance, the anticipated duration of any delay, the measure(s) taken and to be taken by the City to prevent or minimize the delay, a proposed schedule for the implementation of such measures, and a statement as to whether, in the opinion of the City, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Notwithstanding the foregoing, the City shall notify EPA and MassDEP orally within twenty-four (24) hours of becoming aware of any event that presents an imminent threat to the public health or welfare or the environment and provide written notice to EPA and MassDEP within seventy-two (72) hours of discovery of such event. The City shall be deemed to know of any circumstances of which the City, any entity controlled by the City, or the City's contractors knew or should have known. Failure to provide timely and complete notice in accordance with this Paragraph shall constitute a waiver of any claim of Force Majeure with respect to the event in question.

37. If EPA agrees that a delay or anticipated delay is attributable to Force Majeure, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event shall be extended by EPA, after a reasonable opportunity for review and comment by MassDEP, for a period of time as may be necessary to allow performance of such obligations. EPA will notify the City in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.

38. If EPA does not agree the delay or anticipated delay is attributable to Force Majeure, or on the number of Days of noncompliance caused by such event, EPA will notify the City in writing of its decision. The City may then elect to initiate the dispute resolution process

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set forth in Section XII (Dispute Resolution). In any dispute resolution proceeding, the City shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that “best efforts” were exercised to avoid and mitigate the effects of the delay, and that the City complied with the requirements of Paragraphs 35 and 36, above. If the City carries this burden, the delay at issue shall be deemed not to be a violation by the City of the affected obligation(s) of this Consent Decree identified to EPA, MassDEP, and the Court.

39. Delay in performance of any obligation under this Consent Decree shall not automatically justify or excuse delay in complying with any subsequent obligation or requirement of this Decree.

40. Failure of the City to obtain any Commonwealth or federal grants or loans shall not be considered a Force Majeure event under this Consent Decree.

XII. DISPUTE RESOLUTION

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

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Section shall not apply to actions by the United States or the Commonwealth to enforce obligations that the City has not disputed in accordance with this Section.

42. Informal Dispute Resolution. Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the City sends the United States and the Commonwealth a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute, and shall be accompanied by a Statement of Position that shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the City. The period of informal negotiations shall not exceed thirty (30) Days from the date the dispute arises, unless that period is modified by written agreement between the Parties. EPA shall maintain an administrative record of the dispute, which shall contain all statements of the Parties, including supporting documentation, submitted pursuant to this Section.

43. In the event the City elects to invoke dispute resolution in accordance with this Section, the City shall do so by giving the United States and the Commonwealth written Notice of Dispute within fifteen (15) Days after receipt of a notice of disapproval, approval with conditions or modification, a Force Majeure determination by EPA, or a written demand for payment of stipulated penalties. If the City fails to give such notice, it shall be deemed to have waived any right to invoke dispute resolution regarding such dispute, and the position advanced by the Plaintiff(s) shall be considered binding.

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44. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the Plaintiff(s) shall be considered binding unless, within thirty (30) Days after the conclusion of the informal negotiation period, the City seeks judicial review of the dispute by filing with the Court and serving on the United States and the Commonwealth, in accordance with Section XIV (Form of Notice), a motion requesting judicial resolution of the dispute. Any such motion shall contain a written statement of the City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

45. The Plaintiff(s) shall respond to the City's motion within the time period allowed by the Federal Rules of Civil Procedure and the Local Rules of this Court. The City may file a reply memorandum, to the extent permitted by the Federal Rules of Civil Procedure and the Local Rules.

46. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, any dispute brought under this Section pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules, or any other items requiring Approval by EPA or Approval by EPA and MassDEP under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable

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principles of administrative law, the City shall have the burden of demonstrating, based upon the administrative record, that the Plaintiff(s)' position is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under this Section, the City shall bear the burden of demonstrating that its position complies with and better furthers the objectives of this Consent Decree, and that the City is entitled to relief under applicable principles of law.

47. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 33. If the City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X (Stipulated Penalties).

XIII. RIGHT OF ENTRY/INFORMATION COLLECTION AND RETENTION

48. EPA and MassDEP and their contractors, consultants, and attorneys shall have authority to enter any property and/or facility owned and/or controlled by the City, at all reasonable times, upon proper identification, for the purposes of: (a) monitoring the progress of activity required by this Consent Decree; (b) verifying any data or information submitted to EPA or MassDEP under this Consent Decree; (c) assessing the City's compliance with this Consent

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Decree; (d) obtaining samples and, upon request, splits of any samples taken by the City or its representatives, contractors, or consultants; and (e) obtaining documentary evidence, including photographs and similar data. Upon request, EPA and MassDEP shall provide the City splits of any samples taken by EPA or MassDEP. This requirement is in addition to, and does not limit, the authority of EPA or MassDEP pursuant to the CWA, the Massachusetts Act, or any other provision of Commonwealth or federal law or regulation.

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

50. At the conclusion of the information-retention period provided in the preceding Paragraph, the City shall notify the United States and the Commonwealth at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the Commonwealth, the City shall deliver any such documents, records, or other information to EPA

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or MassDEP. The City may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If the City asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by the City. However, no documents, records, data, reports or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

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

XIV. FORM OF NOTICE

52. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing to the following respective addresses. Any Party may, by written notice to the other Parties, change its designated notice recipient or address. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by written

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agreement of the Parties.

As to the Department of Justice

Chief, Environmental Enforcement Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 7611 - Ben Franklin Station
Washington, DC 20044
DJ # 90-5-1-1-09299

As to the United States Attorney

United States Attorney
District of Massachusetts
One Courthouse Way
John Joseph Moakley Courthouse
Boston, Massachusetts 02210
Attention: George B. Henderson, II

As to the EPA

Todd Borci
Enforcement Officer
Water Technical Unit
U.S. Environmental Protection Agency, Region 1
5 Post Office Square – Suite 100
Mail Code OES04-4
Boston, MA 02109-3912
borci.todd@epa.gov

Man Chak Ng
Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
5 Post Office Square – Suite 100
Mail Code OES04-1
Boston, MA 02109-3912
ng.manchak@epa.gov

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The City shall provide all submissions and notices required to be submitted to EPA via electronic mail no later than the due date(s) specified in this Consent Decree, in addition to providing a hard copy in accordance with the terms of this Paragraph. The City shall provide complete copies to both Todd Borci and Man Chak Ng of all other submissions and notices required to be made by the City to EPA pursuant to this Decree; except that with respect to copies of reports, schedules, plans, and other items required to be submitted to Man Chak Ng pursuant to Sections VII (Remedial Measures) and VIII (Reports on Compliance), only copies of the transmittal letters need be provided.

As to the MassDEP

Kevin Brander
Section Chief
Wastewater Management Section
DEP/NERO
205B Lowell Street
Wilmington, MA 01887
kevin.brander@state.ma.us

The City shall provide complete copies to MassDEP of all submissions and notices required pursuant to this Decree. Copies shall be provided via electronic mail no later than the due date(s) specified in this Consent Decree. If a submission or notice cannot be provided via electronic mail due to its size, an electronic copy shall be provided by CD-ROM or other similar digital format. The City need not provide MassDEP with a hard copy of any submission or notice unless such hard copy is requested by MassDEP.

As to the Massachusetts Attorney General's Office

Louis Dundin, Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
louis.dundin@state.ma.us

As to the Massachusetts Division of Marine Fisheries

Jeff Kennedy
Shellfish Project Information Officer
Massachusetts Division of Marine Fisheries
251 Causeway Street, Suite 400

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Boston, MA 02114
shellfish.newburyport@state.ma.us

As to the City of Revere, Massachusetts

Office of the Mayor
Revere City Hall
281 Broadway
Revere, MA 02151

William L. Lahey
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

53. All written notices, reports or any other submissions required of the City by this Consent Decree shall contain the following certification by a duly authorized representative of the City:

“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 the 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.”

XV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

54. This Consent Decree resolves the civil claims of the United States and the Commonwealth for the violations alleged in the Complaints filed in this action through the Date of Lodging.

55. This Consent Decree is neither a permit nor a modification of any existing permit

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under any federal, Commonwealth, or local law or regulation. The City is responsible for achieving and maintaining complete compliance with all applicable federal, Commonwealth, and local laws and regulations, and permits, and the City's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the Commonwealth do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that the City's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA or with any other provisions of federal, Commonwealth, or local laws, regulations or permits. This Consent Decree shall not be construed to constitute EPA and/or MassDEP approval of any equipment or technology installed by the City under the terms of this Consent Decree.

56. This Consent Decree does not limit any rights or remedies available to the United States or the Commonwealth for any violation by the City of the CWA, the Massachusetts Act, and associated regulations or permit conditions other than those claims alleged in the Complaints through the Date of Lodging. This Consent Decree does not limit any rights or remedies available to the United States or the Commonwealth for any criminal violations. The United States and the Commonwealth expressly reserve all rights and remedies, legal and equitable, available to each of them for all violations of the CWA, the Massachusetts Act, or other applicable law where such violations are not alleged in their respective Complaints, and reserve all rights and remedies, legal and equitable, available to enforce the provisions of this Consent Decree. Nothing herein shall be construed to limit the power of the United States or the

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Commonwealth, consistent with their respective authorities, to undertake any action against any person, in response to conditions which may present an imminent and substantial endangerment to the public's health or welfare, or the environment.

57. In any subsequent administrative or judicial proceeding initiated by the United States or the Commonwealth for injunctive relief, civil penalties, or other appropriate relief relating to the City's Collection System, MS4, or the City's violations of federal or Commonwealth law, the City shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the Commonwealth in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 54 of this Section.

58. This Consent Decree does not resolve any claims for contingent liability under Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e). The United States specifically reserves any such claims against the Commonwealth, and the Commonwealth specifically reserves all defenses to any such claims.

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

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

XVI. COSTS

61. Each Party shall bear its own expenses, costs and attorney's fees in this action. The City shall be responsible for all expenses, costs and attorney's fees incurred by the United States and the Commonwealth in collecting any penalties due and payable under Sections VI (Civil Penalty) and X (Stipulated Penalties) of this Consent Decree. In no event shall the United States or the Commonwealth be responsible for any expenses, costs or attorney's fees incurred by the City.

XVII. EFFECTIVE DATE

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

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XVIII. RETENTION OF JURISDICTION

63. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree and to assess any stipulated penalties that may have accrued because of the City's failure to comply with any of its obligations under this Decree.

XIX. MODIFICATION

64. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties, except that, without otherwise altering the obligations of the Consent Decree, (a) the Parties may by written agreement modify the schedules specified in this Decree, and (b) EPA (and, MassDEP, if its approval is required) may approve submissions upon specified conditions or modify submissions. Any material modification to the terms of this Consent Decree shall be effective only upon approval of the Court. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XII (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 46, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

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XX. FUNDING

65. Performance of the terms of this Consent Decree by the City is not conditioned on the receipt of any federal or Commonwealth grant funds or loans. In addition, performance is not excused by the lack of federal or Commonwealth grant funds or loans.

XXI. SEVERABILITY

66. The provisions of this Consent Decree shall be severable, and should any provision be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

XXII. TERMINATION

67. After the City completes all of the requirements of Section VII (Remedial Measures) and Section VIII (Reports on Compliance), complies with all other requirements of the Consent Decree, and has paid in full the Civil Penalty, and all accrued interest thereon, and all accrued stipulated penalties, and all accrued interest thereon, as required by Sections VI (Civil Penalty) and X (Stipulated Penalties) of this Consent Decree, the City may serve upon the United States and the Commonwealth a Request for Termination, stating that the City has satisfied those requirements, together with all applicable supporting documentation.

68. Following receipt by the United States and the Commonwealth of the City's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether the City has satisfied the requirements for termination of this Consent Decree. If the United States, after consultation with the

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Commonwealth, agrees that this Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

69. If the United States does not agree that the Decree may be terminated, the City may invoke dispute resolution under Section XII (Dispute Resolution). However, the City shall not seek dispute resolution of any dispute regarding termination until sixty (60) Days after service of its Request for Termination.

XXIII. FINAL JUDGMENT

70. Entry of this Consent Decree constitutes Final Judgment under Rule 54 of the Federal Rules of Civil Procedure.

XXIV. WAIVER OF SERVICE OF SUMMONS AND COMPLAINT

71. The City hereby agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXV. PUBLIC COMMENT

72. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments received disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. The City consents to the entry of this Consent Decree without further notice and

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agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of this Decree, unless the United States has notified the City in writing that it no longer supports entry of this Decree.

XXVI. SIGNATORIES

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

XXVII. INTEGRATION

74. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

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

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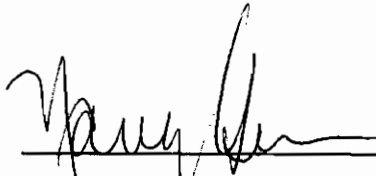
XXVIII. APPENDIX

76. The following appendix is attached to and part of this Consent Decree:

“Appendix A” is the Administrative Order, as defined in Paragraph 6.b of this Decree.

Judgment is hereby entered in accordance with the foregoing Consent Decree this 16 day of

Nov 2010

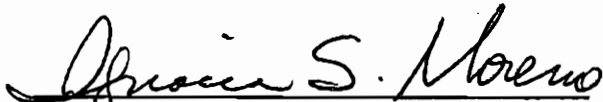


UNITED STATES DISTRICT JUDGE
District of Massachusetts

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and Commonwealth of Massachusetts v. City of Revere*.

For Plaintiff UNITED STATES OF AMERICA

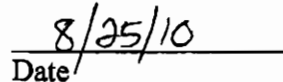


IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice


Date



BETHANY ENGEL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
(202) 514-6892


Date


CARMEN MILAGROS ORTIZ
United States Attorney
District of Massachusetts

GEORGE B. HENDERSON, II
Assistant United States Attorney
District of Massachusetts
United States Department of Justice
One Courthouse Way
John Joseph Moakley Courthouse
Boston, Massachusetts 02210

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and Commonwealth of Massachusetts v. City of Revere*.

For the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



ADAM M. KUSHNER
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Aug 13, 2010
Date

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and Commonwealth of Massachusetts v. City of Revere*.

For the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Susan Studlien
SUSAN STUHLIEN
Director, Office of Environmental Stewardship
United States Environmental Protection Agency,
Region 1
5 Post Office Square – Suite 100
Boston, Massachusetts 02109-3912

08/09/10
Date

Man Chak Ng
MAN CHAK NG
Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
5 Post Office Square – Suite 100
Boston, Massachusetts 02109-3912

August 5, 2010
Date


U.S. and Comm. of Mass. v. City of Revere Consent Decree
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and Commonwealth of Massachusetts v. City of Revere*.

For Plaintiff-Intervenor COMMONWEALTH OF MASSACHUSETTS

By its attorney,

MARTHA COAKLEY
ATTORNEY GENERAL



LOUIS DUMDIN

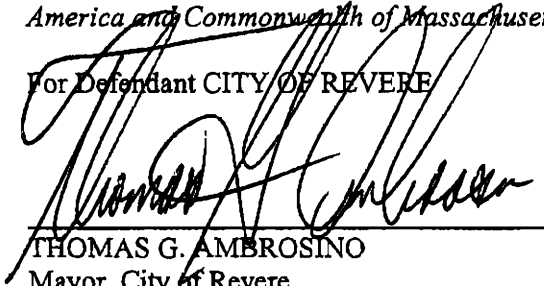
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

8/24/10
Date

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and Commonwealth of Massachusetts v. City of Revere*.

For Defendant CITY OF REVERE



THOMAS G. AMBROSINO
Mayor, City of Revere
Revere City Hall
281 Broadway
Revere, Massachusetts 02151

7/29/10

Date