

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
SHREVEPORT DIVISION

THE UNITED STATES OF AMERICA )  
and THE STATE OF LOUISIANA, )

Plaintiffs, )

v. )

THE CITY OF SHREVEPORT, LOUISIANA, )

Defendant. )

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Case No. 5:13-cv-3065

CONSENT DECREE

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WHEREAS, Plaintiff, the United States of America ("United States"), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the United States Environmental Protection Agency ("EPA"), filed a Complaint (the "Complaint") concurrently with the lodging of this Consent Decree alleging that Defendant, the City of Shreveport, Louisiana ("Shreveport"), has violated and will continue to violate Sections 301 and 309 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1319 ("CWA"), and terms and conditions of its Louisiana Pollutant Discharge Elimination System ("LPDES") Permits issued under Section 402 of the CWA, 33 U.S.C. § 1342, for its two major publicly-owned treatment works ("POTWs"), the Lucas POTW and the North Regional POTW, and the corresponding wastewater collection systems located in or around the City of Shreveport, Louisiana;

WHEREAS, Plaintiff, the State of Louisiana ("State"), through the Louisiana Department of Environmental Quality ("LDEQ"), acting with concurrence of the Louisiana Attorney General, has joined this Complaint and seeks injunctive relief and civil penalties for Shreveport's alleged violations of the Louisiana Water Control Law ("LWCL"), LA. R. S. 30:2071 *et seq.* and the regulations promulgated pursuant thereunder at LAC 33:IX 501;

WHEREAS, LDEQ has been authorized by EPA to administer the National Pollutant Discharge Elimination System "NPDES" program pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b);

WHEREAS, the State is also a Plaintiff in this action and joined as a Party under Section 309(e) of the CWA, 33 U.S.C. § 1319(e), which requires the state in which a municipality is

located to be joined as a party whenever the municipality is a party to a civil action brought by the United States under Section 309 of the CWA;

WHEREAS, Shreveport is a "municipality" pursuant to Section 502 of the CWA, 33 U.S.C. § 1362;

WHEREAS, Shreveport owns and operates municipal wastewater collection, retention and transmission systems ("WCTS") that consist of a sanitary sewer system ("SSS") that is designed to collect and convey municipal sewage (domestic, commercial and industrial) to the Lucas and North Regional POTWs (the "POTWs") pursuant to LPDES Permit Numbers LA0041394 and LA0042188 (the "LPDES Permits") issued to Shreveport by the LDEQ;

WHEREAS, Shreveport has reported to EPA and LDEQ numerous sanitary sewage overflows ("SSOs") from its WCTS since at least 2005;

WHEREAS, the United States and the State contend that these SSOs are violations of the CWA, the LWCL, and the LPDES Permits;

WHEREAS, this Consent Decree requires Shreveport to develop, submit, finalize, and implement plans for the continued improvement of the SSS of its WCTS and POTWs to eliminate SSOs;

WHEREAS, the Parties to this Consent Decree have negotiated in good faith and have reached a settlement of the issues raised in the Complaint;

WHEREAS, Shreveport's agreement to this Consent Decree is not an admission of liability, and, except for Shreveport's consent to jurisdiction and venue as provided in Section I of this Consent Decree, this Consent Decree is not an adjudication or admission of any fact or law;

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

NOW THEREFORE, with the consent of the Parties, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

### **I. JURISDICTION AND VENUE**

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

2. For purposes of this Consent Decree, Shreveport agrees that the Complaint states claims upon which relief may be granted pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and the LWCL, LA. R.S. 30:2076(A)(3).

### **II. APPLICABILITY**

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

4. No transfer of ownership or operation of the SSS, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Shreveport of its obligation to ensure that the terms of this Consent Decree are implemented with respect to any of the other remaining portions of the SSS that are owned or operated by Shreveport. Within twenty-one (21) Days prior to such transfer, Shreveport shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States and LDEQ in accordance with Section XV (Notices) of this Consent Decree. Shreveport shall require, as a condition of any sale or transfer, that the purchaser or transferee agrees in writing to be bound by this Consent Decree and submit to the jurisdiction of the Court for its enforcement. Any attempt to transfer ownership or operation of the SSS without complying with this Paragraph constitutes a violation of this Consent Decree.

5. Within thirty (30) Days after the Effective Date of the Consent Decree, Shreveport shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any substantive provision of this Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree.

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

### **III. OBJECTIVES**

7. All plans, measures, reports, construction, maintenance, operational requirements, and other obligations in this Consent Decree or resulting from the activities required by this

Consent Decree shall have the objective of causing Shreveport to achieve and maintain full compliance with the CWA, the LWCL, and the LPDES Permits, including the goal of eliminating all SSOs.

#### IV. DEFINITIONS

8. Unless otherwise defined herein, terms used in this Consent Decree shall have the meaning given to them pursuant to the Clean Water Act, 33 U.S.C. §§ 1251 *et. seq.*, and pursuant to the regulations promulgated under the Act. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

(a). "Adequate Capacity" shall mean that capacity needed to collect, convey, and treat anticipated peak wet weather flows, without SSOs and/or overloading at the WWTP.

(b). "Basin" shall mean Sewershed.

(c). "Building/Private Property Backup" shall mean a Sanitary Sewer Overflow in the form of wastewater release or backup into a building or onto private property that is caused by blockages, flow conditions, or other malfunctions in the WCTS. A wastewater backup or release that is caused by blockages, flow conditions, or other malfunctions of a Private Lateral is not a Building/Private Property Backup for purposes of this Decree.

(d). "Bypass" shall have the meaning set forth at 40 C.F.R. § 122.41(m).

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

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



(g). "Certification" or "Certify" shall require attestation authoritatively based on education, knowledge, and expertise in a specialized field.

(h). "City" shall mean the City of Shreveport, Louisiana, including all of its departments, agencies, instrumentalities, such as the Department of Water and Sewerage, and any successors thereto.

(i). "CCTV" shall mean closed circuit television.

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

(k). "Complaint" shall mean the Complaint filed by the United States and the State in this action.

(l). "Consent Decree" shall mean this Consent Decree and any appendices attached hereto as listed Section XXIV (Appendices). In the event of a conflict between this document and any appendix, this document shall control.

(m). "Critical Response Time" shall mean the time interval between activation of the high wet well level alarm and the first Sanitary Sewer Overflow under peak flow conditions.

(n). "Clean Water Act" or "CWA" shall mean the Clean Water Act, as amended, 33 U.S.C. §§ 1251, *et seq.* and the regulations promulgated there under.

(o). "Date of Entry" shall mean the date on which this Consent Decree is entered by the United States District Court for the Western District of Louisiana.

(p). "Date of Lodging" shall mean the date this Consent Decree is lodged with the Clerk of the Court for the United States District Court for the Western District of Louisiana pending solicitation of public comments.

(q). "Day" shall be defined pursuant to Fed. R. Civ. P. 6(a) (1) for purposes of computing time periods stated in days or longer units.

(r). "Defendant" shall mean the City of Shreveport, Louisiana, including all of its departments, agencies, and instrumentalities, and any successors thereto.

(s). "Deliverable" shall mean any written document required to be prepared and/or submitted by or on behalf of Shreveport pursuant to this Consent Decree.

(t). "DOJ" shall mean the United States Department of Justice and any of its successor departments or agencies.

(u). "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

(v). "Effective Date" shall have the definition provided in Section XVI (Effective Date).

(w). "Force Main" shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump which is intended to convey wastewater under pressure.

(x). "Gravity Sewer Line" or "Gravity Sewer" shall mean a pipe that receives, contains, and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.

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

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

(aa). "I/I" shall mean the total quantity of water from Inflow and Infiltration without distinguishing the source.

(bb). "LDEQ" shall mean the State of Louisiana Department of Environmental Quality and any successor departments or agencies.

(cc). "LPDES" shall mean the Louisiana Pollutant Discharge Elimination System authorized under Section 402 of the CWA, 33 U.S.C. § 1342.

(dd). "LWCL" shall mean the Louisiana Water Control Law, LA. R.S. 30:2017 *et seq.*, and the regulations promulgated pursuant thereunder at LAC 33: IX 501 (A) and (D).

(ee). "Major Gravity Line" shall mean any of the following:

(i). Gravity Sewer Lines that are twelve (12) inches in diameter or larger;

(ii). Eight (8) Inch Gravity Sewer Lines that are necessary to accurately represent flow attributable to a service area in each of the Sewersheds;

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

(iv). Gravity Sewer Lines that have caused or contributed to, or that Shreveport knows will likely cause or contribute to capacity-related SSOs.

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

(gg). "Paragraph" or "¶" shall mean a portion of this Consent Decree identified by an Arabic numeral.

(hh). "Parties" shall mean the United States of America on behalf of the EPA, the State of Louisiana through the LDEQ, and Shreveport.

(ii). "Permits Nos. LA0041394 and LA0042188" shall mean Louisiana Pollutant Discharge Elimination System ("LPDES") Permit numbers LA0041394 and LA0042188, issued to the City pursuant to Section 402 of the Clean Water Act, 33 U.S.C. §1342, for its Wastewater Treatment Plants and any future extended, modified, or reissued permits.

(jj). "Plaintiffs" shall mean the United States of America on behalf of the EPA and the State of Louisiana through the LDEQ.

(kk). "Private Lateral" shall mean that portion of the Wastewater Collection and Transmission System, not owned by the City, used to convey wastewater from a building buildings, or structure to that portion of the Wastewater Collection and Transmission System owned by the City.

(ll). "Pumping Station" shall mean facilities owned or operated by Shreveport that are comprised of pumps which lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pumping station.

(mm). "Sanitary Sewer Assessment" or "SSA" shall refer to evaluation of the WCTS in accordance with the requirements set forth in Section VI (Compliance Requirements).

(nn). "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, diversion, or release of wastewater from or caused by the City's WCTS. This term shall mean:

(i) Any discharges to waters of the State or United States from the City's WCTS; and

(ii) Any release of wastewater from the City's WCTS to public or private property that does not reach waters of the United States or the State, including Building/Private Property Backups.

(oo). "Sanitary Sewer System" or "SSS" shall mean the portion of Shreveport's WCTS designed to convey only municipal sewage (domestic, commercial and industrial wastewaters) to Shreveport's WWTP.

(pp). "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

(qq). "Sewer Service Connection" shall mean any location where Private Laterals meet any portion of the WCTS.

(rr). "Sewershed" shall mean a section of the City's WCTS that is a distinct drainage or wastewater collection area which is designated as such by the City on Appendix A.

(ss). "Sewer System" shall mean the WCTS and the WWTP.

(tt). "State" shall mean the State of Louisiana through the LDEQ, including all of its departments, agencies, and instrumentalities, and any successor departments, agencies, and instrumentalities.

(uu). "Sub-basin" shall mean a portion of the Sewershed.

(vv). "Subparagraph" shall mean a portion of a paragraph identified by lowercase letters.

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

(xx). "United States" shall mean the United States of America, acting on behalf of EPA, including its departments, agencies, instrumentalities, and any successor departments, agencies, and instrumentalities.

(yy). "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection, retention, and transmission systems, including all pipes, interceptors, Force Mains, Gravity Sewer Lines, lift stations, Pumping Stations, manholes, and appurtenances thereto, that are owned or operated by the City, that are designed to collect and convey municipal sewage (domestic, commercial, and industrial) to Shreveport's WWTP. The WCTS is comprised of the SSS.

(zz). "Wastewater Treatment Plant" or "WWTP" shall mean the sewage treatment plants operated by the City and located at 11301 East Kings Highway and 2303 North Regional Road in Shreveport, Caddo Parish, Louisiana, and all components, devices, or systems used in the storage, treatment, recycling, and reclamation of municipal wastewater.

(aaa). "Work" shall mean all activities Shreveport is required to perform under this Consent Decree.

#### **V. REVIEW, APPROVAL, AND IMPLEMENTATION OF DELIVERABLES**

9. Public Document Repository ("PDR"). Where Deliverables are required to be submitted to EPA, Shreveport shall establish a PDR for hard copies of such Deliverables and a website for electronic versions of such Deliverables. Within seven (7) Days after a Deliverable is submitted to EPA, Shreveport shall place a copy of that Deliverable in each PDR location, along with a one (1) page instruction flyer containing a brief synopsis of the Deliverable and instructions on how to navigate to the City's website. If a Deliverable is required to be submitted and approved, within seven (7) Days after EPA's approval of all or part of the Deliverable pursuant to ¶ 12 (a) - (d), or correction of deficiencies of a Deliverable pursuant to ¶¶ 14 and 16, Shreveport shall place a copy of such version of the Deliverable in each PDR along with the

a copy of the EPA written approval or correction of the document. This copy shall replace all previous copies of that Deliverable in each PDR until termination of this Consent Decree.

10. Shreveport shall maintain an updated list of all Deliverables in each PDR. As identified within Section VI (Compliance Requirements) and Section VIII (Reporting Requirements) of this Decree, required Deliverables shall include: SSA Reports; the City's Self Certification Summaries and/or Certifications; the Hydraulic Model Report; the Capacity Assessment Report; Annual Reports; Remediation Measures Plans; and Capacity Assessment Plans. As set forth herein, some Deliverables will be subject to EPA review and approval and others to EPA review and comment.

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

12. EPA Action on Deliverables Requiring Approval. After review of any Deliverable that is required to be submitted and approved pursuant to this Consent Decree, EPA, after consultation with LDEQ, shall in writing:

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

13. Approved Deliverables. If a Deliverable is approved by EPA pursuant to ¶ 12. (a)., Shreveport shall take all actions required by the Deliverable in accordance with the schedules and requirements of the Deliverable as approved. If the Deliverable is conditionally approved or approved only in part pursuant to ¶ 12. (b). and (c)., Shreveport shall, upon written



direction from EPA, after consultation with LDEQ, take all actions required by the approved Deliverable that EPA, after consultation with LDEQ, determines are technically severable from any disapproved portions, subject to Shreveport's right to dispute only the specified conditions or the disapproved portions under Section XI (Dispute Resolution) of this Consent Decree.

Following EPA approval of any Deliverable or portion thereof, such Deliverable or portion thereof so approved shall be incorporated into and become enforceable under this Consent Decree.

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

15. Resubmitted Deliverables. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, EPA, after consultation with LDEQ, may again require Shreveport to correct any deficiencies, in accordance with ¶ 14, or may itself correct any deficiencies, subject to Shreveport's right to invoke Dispute Resolution under Section XI (Dispute Resolution) of this Consent Decree and the right of EPA to seek stipulated penalties as set forth in ¶ 17, below. Upon EPA's correction of any deficiencies, such resubmitted plan, report, or other item, or portion thereof will be incorporated into and become enforceable under this Consent Decree and shall be implemented by Shreveport according to the approved schedule subject to Shreveport's right to invoke Dispute Resolution.

16. Deliverables Submitted for EPA Review and Comment. EPA may provide written comments (as opposed to approval) on certain Deliverables as set forth in provisions of this Consent Decree. If EPA provides comments identifying deficiencies in such a Deliverable and requests that Shreveport respond to those comments, the City shall provide a written response to EPA within thirty (30) Days of receipt of such comments. If Shreveport fails substantively to address EPA's comments, such failure is subject to Stipulated Penalties as set forth in ¶ 17, below.

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

18. Certification. In all Deliverables, notices, documents, or reports required to be submitted to the United States and State pursuant to this Consent Decree, Shreveport shall, pursuant to 40 C.F.R. § 122.22, sign and certify such Deliverables, notices, documents, and reports as follows:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly*

*responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

## **VI. COMPLIANCE REQUIREMENTS**

19. The City shall perform assessments and engineering analyses in order to identify all measures necessary to bring its WCTS into compliance with the requirements of the CWA and regulations promulgated thereunder, and the City's LPDES Permits Nos. LA0041394 and LA0042188. The City shall comply with all requirements, schedules, and deadlines set forth in this Section, performing all tasks according to such requirements, schedules, and deadlines as expeditiously as possible, but no later than within the time limit specified for each requirement, schedule, or deadline. All requirements, schedules, and deadlines shall be completed no later than twelve years from the Effective Date of this Consent Decree.

### **A. SSAs**

20. The City shall conduct SSAs to evaluate its WCTS, including all components in each Sewershed. Each SSA phase shall include the City's assessment and evaluation of its WCTS components within the basins included in that SSA phase. All SSAs shall be conducted in accordance with the requirements and time schedule set forth in Section VI (Compliance Requirements), herein. Each SSA shall be comprised of the basins identified herein and completed according to the prioritization, schedule, and specifications set forth herein:

(a) SSA Phase I (Cedar Grove) shall be completed within twelve (12) months from the Effective Date of this Consent Decree;

(b) SSA Phase 2 (Southside, Queensboro, North Highlands, Westside, and Choctaw Bayou) shall be completed within thirty (30) months from the Effective Date of this Consent Decree;

(c) SSA Phase 3 (Cooper Road, Wallace, and Broadmoor) shall be completed within forty-eight (48) months from the Effective Date of this Consent Decree;

(d) SSA Phase 4 (Stoner, North Pierre Bayou, Bickham Bayou, Country Club, and LSU Basin) shall be completed within sixty-six (66) months from the Effective Date of this Consent Decree; and

(e) SSA Phase 5 (Princess Park, Texas Pierre, Boggy Bayou, Agurs, Highland, Springfield, Gilmer Bayou, Shorewood, Flournoy Bayou, Page Bayou, Cross Bayou, Lower Cross Lake, and Lakeview) shall be completed within eighty-four (84) months from the Effective Date of this Consent Decree.

21. Each SSA shall identify: physical degradation of the WCTS, including the condition of pipes, Force Mains, and pump stations that cause and/or contribute to SSOs; Sewer Sheds with I/I to determine the extent these conditions cause and/or contribute to SSOs and overloading of the WWTP; sources of I/I within the Sewer Shed and quantify these; SSOs and quantify these; areas subject to Building/Private Property Backups; and cross connections and unauthorized connections.

22. Each SSA shall include investigation of the WCTS to locate and determine estimates of wet weather flows associated with individual sources of I/I and to locate and determine physical degradation of the WCTS, causing or contributing to SSOs. Investigative activities shall provide detailed characterization of significant sewer defects in Sub-basins and

identification of all remedial measures needed. These activities shall include: smoke testing all pipes that are 15 inches in diameter and smaller of the WCTS, including Private Laterals; visual inspections of all manholes and associated pipes; dye testing if appropriate; flow isolation if appropriate; CCTV inspections of at least 30% of the applicable portion of the WCTS (including 100% of the pipes that are greater than 15 inches in diameter) in each SSA phase to identify sewers in need of repair, rehabilitation, or replacement; and building inspections, including Private Laterals and roof drain outlets.

23. As part of each SSA, the City shall conduct a review of existing data pertaining to SSOs, sewage flows, WWTP and WCTS attributes (including pipe diameters, pipe segment lengths, diversion structure characteristics, catchment characteristics, invert elevations, and pipe interior roughness coefficients) as well as rainfall and groundwater levels. The City shall evaluate the accuracy, completeness, and adequacy of this data to appropriately characterize the WCTS's condition and sources of extraneous wet weather flow(s). This data review shall identify any additional information necessary and shall obtain the additional information to conduct the SSA.

24. Each SSA shall include a Pumping Station and Force Main Evaluation to evaluate current design and effective capacity, equipment condition, and operational redundancy for the WCTS at all pumping stations and force mains. For purposes of the evaluation and analysis of pump stations that have been newly constructed or undergone major reconstruction within the three (3) years prior to the Effective Date of this Consent Decree, Shreveport may use information and documentation from contract documents and contract specifications as a basis for the pump station evaluation and analysis.

The Pumping Station and Force Main Evaluation shall include an analysis of the following:

(a). the adequacy of station capacity, to be compared with criteria set forth in Design of Wastewater and Stormwater Pumping Stations, Water Environment Federation Manual of Practice FD-4 (1993);

(b). the Critical Response Time;

(c). the adequacy of station condition, based upon both physical inspection and operating mechanical failure history for five years prior to the date of the lodging of this Consent Decree;

(d). the adequacy of station design and equipment, including redundancy of pumps, electrical power supply, as well as other equipment, in keeping with Recommended Standards for Wastewater Facilities, Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (2004), see <http://10statesstandards.com/wastewaterstandards.html>;

(e). the ability of maintenance personnel to take corrective action within the critical response time calculated for each Pumping Station;

(f). the adequacy of the critical equipment list for each Pumping Station, identifying onsite redundancy and by-passing pumping capacity, or written procedure for immediate replacement with working replacement equipment stocked at the City's warehouse;

(g). the adequacy of the current Pumping Station backup power and emergency capabilities, to be achieved via emergency generators, emergency pumping capabilities, or separate power feeds from separate substations;

(h). the condition of each Force Main in the City's WCTS, with such assessment based upon direct inspection of the Force Main where possible, or if direct inspection is infeasible, with such assessment deduced from the condition and performance of similar Force Mains. This assessment also shall include an evaluation of the existing Force Main operating pressures and maximum anticipated pressures which could occur due to pump failure, valve failure, pump start-up or shut-down, or other causes; and

(i). the Force Main contingency plan, including all Force Mains in the City's WTSC, describing risks of uncontrollable discharge and steps to be taken in the event of Force Main failure, including emergency repair, repair equipment, spare parts, use of redundant Force Mains, and use of other operational measures necessary to prevent discharges from Force Mains. The contingency plan shall include an evaluation of the need for redundant Force Mains at critical Pumping Stations.

25. Each SSA shall be performed in accordance with all provisions set forth in: Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA Publication: EPA/625/6-91/030 (1991); Existing Sewer Evaluation and Rehabilitation, Water Environment Federation Manual of Practice FD-6, 3<sup>rd</sup> edition (2009); A Guide to Short Term Flow Surveys of Sewer Systems, Water Research Centre Engineering (1987); and The National Association of Sewer Service Companies Manual of Practice (1995).

**B. SSA REPORTS**

26. The City shall submit SSA Reports for review and comment in accordance with Section V (Review, Approval, and Implementation of Deliverables) for each of the five phases identified in ¶ 20. (a)-(e). Each SSA Report shall document the City's compliance with the

provisions set forth in Section VI. A. and meet the requirements set forth in Section VI. B., herein. The SSA reports shall be completed and submitted within the following time frames:

(a) SSA Phase 1 Report shall be completed no later than fourteen (14) months from the Effective Date of this Consent Decree;

(b) SSA Phase 2 Report shall be completed no later than thirty-two (32) months from the Effective Date of this Consent Decree;

(c) SSA Phase 3 Report shall be completed no later than fifty (50) months from the Effective Date of this Consent Decree;

(d) SSA Phase 4 Report shall be completed no later than sixty-eight (68) months from the Effective Date of this Consent Decree; and

(e) SSA Phase 5 Report shall be completed no later than eighty-six (86) months from the Effective Date of this Consent Decree.

27. Each SSA Report shall include an analysis of historical and current flow monitoring, inspection, and rainfall data collected during the evaluations and assessments set forth in Section VI. A. ¶¶ 21-25. The Report shall also:

(a) identify Sewersheds with I&I where these conditions are causing and/or contributing to SSOs and overloading at the WWTP;

(b) identify and quantify sources of I/I within the Sewersheds including Private Laterals;

(c) identify the quantity and volume of SSOs;

(d) identify areas subject to Building/Private Property Backups;



- (e). identify portions of the system in which physical degradation of the WCTS is causing or contributing to SSOs;
- (f). identify cross connections and unauthorized connections;
- (g). describe the data management system used to organize, analyze, and report existing information collected when conducting the SSA;
- (h). describe the quality control program used to ensure accuracy and reliability regarding data collected when conducting the SSA;
- (i). identify portions of the WCTS experiencing levels of I/I that cause or contribute to SSOs and/or Building/Private Property Backups;
- (j). identify specific sources of I/I to the WCTS by manhole/line segment, street address, type (e.g., Infiltration or Inflow), source (e.g., "wall leakage"), and estimated flow from the source;
- (k). summarize investigative activities performed in each Sub-basin, including the type of activity, number of activities performed, observations made under each activity, and results in each Sub-basin;
- (l). summarize structural defects identified in the WCTS including the number of each type of defect by line segment, manhole number or street address, and estimates of peak flow or impact on sewer capacity from all defects in each line segment, based on a consistently applied set of stated criteria;
- (m). summarize, by Sub-basin, of the number and length of surcharged sewer segments and the number of structures at overflow under each condition investigated;

(n). map each Sub-basin for each condition investigated, illustrating each pipe segment operating in surcharge and each manhole or structure at which an SSO or a Building/Private Property Backup may occur;

(o). summarize the investigation and analysis regarding Pumping Stations and Force Mains;

(p). describe each Pumping Station;

(q). detail the results of the evaluation at each Pumping Station;

(r). detail the backup power and emergency pumping capability at each Pumping Station;

(s). detail the lightning strike protection equipment at each Pumping Station;

(t). detail each Pumping Station failure, including power-loss-related, and lightning strike-related SSOs that occurred in the five years prior to the date of the lodging of this Consent Decree, including the date of failure, cause of failure, how long the failure lasted, how the failure was corrected, and the volume discharged during failure;

(u). identify all measures to ensure compliance with the critical equipment list contained within Design of Wastewater and Stormwater Pumping Stations, Water Environment Federation Manual of Practice FD-4 (1993), and correct identified deficiencies including all appropriate backup power and lightning strike-protection measures necessary to minimize power-loss related SSOs;

(v). include an inventory listing each Force Main and indicating associated Pumping Station and Force Main construction material, date of age or installation, diameter, length, typical flow rates, inspection and maintenance history, and any redundant or standby

Force Mains, their carrying capacity as a percentage of the Pumping Station discharge and standard operating regime, including emergency standby and wet weather standby;

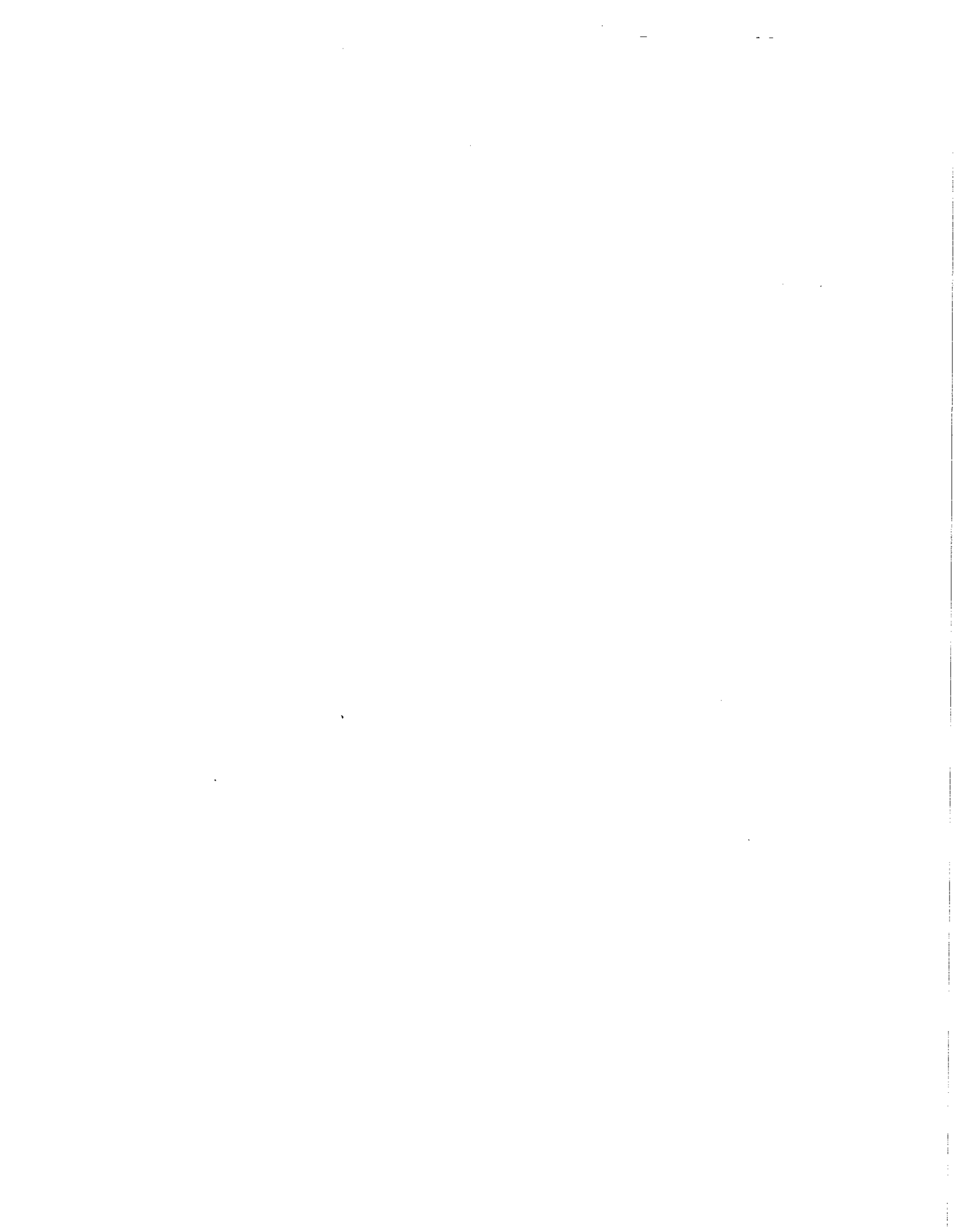
(w). include a report describing the condition of each Force Main in the City's collection system, the inspection method used, and identification of each Force Main determined to be at risk of failure; and

(x). include a Force Main contingency plan as set forth in Section VI. A.

¶ 24. (i).

28. The City shall certify, in keeping with the requirements of Section V, ¶ 18, that it has met its obligations in assessing the WCTS and in preparing the SSA Reports according to the requirements herein. In doing so, the City shall review each of the SSA Reports prior to submission to EPA, which review shall include an audit of all supporting documentation for that report. The City shall prepare a summary based upon review of that documentation, describing the activities conducted to meet its Section VI. A obligations in performing the SSA and identify and explain any and all shortcomings. Upon submission of the SSA report to EPA, the City shall also submit the summary and certification, which attests to the City's compliance with SSA Section VI. A. requirements and that the City's report accurately reflects such compliance. All documents shall be submitted to EPA in searchable electronic form in keeping with Section V (Review, Approval, and Implementation of Deliverables), ¶ 16.

29. Upon review of each SSA report, summary, and certification, EPA shall notify the City of report deficiencies and the City shall correct those deficiencies in keeping with the schedule set forth in Section V (Review, Approval, and Implementation of Deliverables), ¶ 16.



C. SEWER SYSTEM REMEDIATION MEASURES PLANS

30. The City shall submit sewer system remediation measures plans to EPA for review and approval, in accordance with Section V (Review, Approval, and Implementation of Deliverables) ¶¶ 12 -15, within four months from the date of completion of each respective SSA phase set forth in Section VI. A. ¶ 20. Each plan shall include specific measures and schedules that, when implemented, shall address SSOs in present and future conditions.

31. Each sewer system remediation measures plan shall:

- (a). identify all measures necessary to eliminate sources of I/I;
- (b). identify all measures necessary to eliminate all SSOs caused by physical degradation of sewers, root intrusion, inadequate Pumping Station capacities, or poor Pumping Station or Force Main reliability;
- (c). provide a Pump Station repair and upgrade plan for completing all repairs, renovations, upgrades, and corrective measures necessary to ensure continuous operation of each Pumping Station and eliminate Pumping Station SSOs;
- (d). as a result of the evaluation and analysis conducted pursuant to Section VI. A. ¶ 24 (h). and (i), provide a Force Main repair and upgrade plan for completing all repairs, renovations, upgrades, and corrective measures necessary to ensure continuous operation of each Force Main and eliminate Force Main SSOs.
- (e). provide estimated capital, O&M, and present value costs for each identified remedial measure, in consistent, year-specific dollars; and provide a schedule, including a fixed end-date for design, construction, placement, and completion for all proposed

measures, identifying the dates for initial design, complete design, complete permitting, award contract, commencing construction, and completing construction for each measure proposed.

32. The City shall analyze each sewer system remediation measures plan and shall certify, in keeping with the requirements of Section V, ¶18, that the plan addresses the deficiencies identified in the corresponding SSA report. Each plan shall be submitted to EPA for review and approval in electronic form. The City's certification shall be submitted for review and comment in electronic form along with the plan.

33. Upon approval by EPA, the City shall implement the remedial measures in each sewer system remediation measures plan in accordance with the schedule contained therein and shall certify to EPA on an annual basis those measures which have been completed in keeping with Section VIII (Reporting Requirements), ¶ 60.

34. Remediation measures specified in each sewer system remediation measures plan shall be completed as follows:

(a) Phase 1, no later than forty-two (42) months from the Effective Date of this Consent Decree;

(b) Phase 2, no later than sixty (60) months from the Effective Date of this Consent Decree;

(c) Phase 3, no later than seventy-eight (78) months from the Effective Date of this Consent Decree;

(d) Phase 4, no later than ninety-six (96) months from the Effective Date of this Consent Decree;

(e) Phase 5, no later than one hundred and fourteen (114) months from the Effective Date of this Consent Decree.

**D. HYDRAULIC MODEL**

35. The City shall develop a computerized model of its WCTS relying upon a hydraulic modeling software package within twelve months from the Effective Date of this Consent Decree. The City shall use the computerized model to assess the hydraulic capacity of the WCTS and identify remedial measures to address capacity and condition limitations of the WCTS. The model shall enable the City to identify the existing hydraulic capabilities of the WCTS and compare those capabilities with future projected average and peak dry and wet weather flows for twenty years from the Effective Date of the Consent Decree. The hydraulic model shall detail the WCTS response to wet weather events and evaluate the impacts of proposed remedial measures and removal of I/I flow, as follows:

(a). The City shall configure the hydraulic model to represent the WCTS to identify the causes of all capacity related SSOs and assess proposed remedial measures to eliminate those SSOs. The WCTS hydraulic model shall include all Major Gravity Lines, pumping stations, SSOs, and Force Mains.

(b). The City shall configure the hydraulic model using current physical data, such as invert and ground elevations, pipe diameters, slopes, pipe run lengths, manning roughness factors, manhole sizes and configurations, and Pumping Station performance factors. The physical data including rainfall data, actual hydrographs, and WCTS flow data, shall be used to verify the accuracy of the hydraulic model.

(c). The City shall calibrate and verify the hydraulic model using all data set forth in Section VI D. ¶ 35. (b)., applying three or more separate data sets per each for calibration and verification. The City shall use existing sensitivity analyses for the selected model or perform its own sensitivity analyses, such that calibration effectiveness is maximized.

36. The City shall certify, in keeping with the requirements of Section V., ¶ 18, that it has complied with ¶ 35, above, in that the hydraulic model accurately assesses the hydraulic capacity of the WCTS. To be able to so certify, the City shall review supporting documentation for the model and prepare a summary that evaluates whether the model complies with the requirements set forth in this Section, and if not, set forth an explanation of shortcomings. The City shall submit for review and comment the summary and certification in searchable electronic form within twelve (12) months of the Effective Date of the Consent Decree.

37. Upon receipt of the information submitted pursuant to Section VI D. ¶ 36, EPA may require the City to provide, within two (2) months of its request, a detailed hydraulic model report, which shall include:

- (a). a description of the hydraulic model;
- (b). specific attributes, characteristics, and limitations of the hydraulic model;
- (c). identification of all input parameters, constants, assumed values, and expected outputs;
- (d). digitized map(s) and schematics that identify and characterize portions of the WCTS in the hydraulic model, including the specific gravity sewer lines;
- (e). identification of input data;
- (f). configuration of the hydraulic model;



(g). procedures and protocols for performance of sensitivity analyses (i.e., how the hydraulic model responds to changes in input parameters and variables);

(h). procedures for calibrating the hydraulic model to account for values representative of the WCTS and WWTP using actual system and WWTP flow data; and

(i). procedures to verify the hydraulic model's performance using additional independent actual system and WWTP flow data.

38. Upon review of the hydraulic model report submitted in keeping with ¶ 37, EPA may require that the City correct deficiencies in accordance with the time period set forth in Section V (Review, Approval, and Implementation of Deliverables) ¶ 16 .

#### **E. CAPACITY ASSESSMENT**

39. The City shall commence a capacity assessment of the WCTS and WWTP within sixteen (16) months from the Effective Date of this Consent Decree. The capacity assessment shall utilize information gathered from: (1) development of the hydraulic model; (2) information from any SSA analyses; (3) the collection system remedial measures plans, Pumping Station and Force Main evaluation, siphons and respective related appurtenances data, and all SSOs; and (4) and any other information about the WCTS necessary to develop a technically sound assessment.

40. The capacity assessment shall identify existing hydraulic capacities of the WCTS and compare those to future projected average and peak dry and wet weather flows for the period of twenty years from the Effective Date of the Consent Decree. The capacity assessment shall identify those portions of the WCTS that are expected to cause or contribute to SSOs and/or overloading at the WWTP under existing and future projected average and peak dry and wet

weather flows, and the degree to which those portions experience or cause SSOs and/or overloading at the WWTP under current or projected future conditions,

41. The capacity assessment shall include:

(a). verified existing rainfall and flow data, and, where necessary, additional rainfall and flow data collected by monitoring WWTP flows at key locations throughout the WCTS and monitoring rainfall and groundwater at appropriate WCTS locations;

(b). additional dry and wet weather flow and rainfall monitoring as needed, where review of existing data is inadequate to satisfy the capacity assessment;

(c). dry weather monitoring to allow characterization of base flows and Infiltration rates;

(d). wet weather monitoring following events of duration and intensity which cause significant I/I so as to allow the collection of rainfall and flow monitoring data with the rainfall and flow monitoring network designed, installed, operated, and maintained to provide representative, accurate, and precise data of sufficient quality for at least ninety percent of the scheduled operation time for each flow meter;

(e). network of rain gauge stations in accordance with sound engineering practice to monitor the rainfall contribution to a Sewershed within the City's jurisdictional boundaries;

(f). flow data using permanent and/or temporary flow monitors placed at locations in the WCTS necessary to allow the characterization of flow from each Sewershed service area and inspect, maintain, and, if necessary, calibrate all flow monitors at least once per week;

- (g). existing flows for each Sewershed and sub-basin within the WCTS;
- (h). average and peak daily dry weather flow;
- (i). average dry weather Infiltration rate in gpd/inch diameter-mile;
- (j). peak wet weather flow and peaking factors, i.e., the ratio of peak flow to average dry weather flow;
- (k). the nominal and actual peak flow capacity of all major gravity lines, Force Mains, syphons, Pumping Stations, and WWTPs; and
- (l). a summary of activities undertaken to configure, calibrate, and verify the hydraulic model used in conducting the capacity assessment, as well as a report on model runs.

42. In developing the capacity assessment, the City shall certify, in keeping with the requirements of Section V, ¶ 18, that the assessment reflects the hydraulic capacity of the WCTS as required under this Section. The City shall review supporting documentation and prepare a summary that evaluates whether the capacity assessment complies with the requirements set forth in this Section, and if not, set forth an explanation of shortcomings. Upon submission of the capacity assessment summary to EPA, the City also shall submit its certification for review and comment in accordance with Section V (Review, Approval, and Implementation of Deliverables). All documents shall be submitted to EPA in searchable electronic form within twenty-two (22) months from the Effective Date of this Consent Decree.

43. The City shall submit a capacity assessment report to EPA within twenty-two (22) months from the Effective Date of this Consent Decree in keeping with Section V (Review, Approval, and Implementation of Deliverables) ¶ 16. The report shall:

- (a). specify existing flows for each Sewershed and sub-basin within the WCTS;
- (b). specify average and peak daily dry weather flow;
- (c). specify average dry weather Infiltration rate in gpd/inch diameter-mile;
- (d). specify peak wet weather flow and peaking factors, i.e., the ratio of peak flow to average dry weather flow;
- (e). provide a summary of flow monitoring activities, including a map designating the boundaries of each Sewershed, the location and type of each flow monitor, the problems encountered in conducting flow monitoring activities, and a description of calibration and verification activities, including scattergraphs and calibration and verification graphs;
- (f). specify the nominal and actual peak flow capacity of all major gravity lines, Force Mains and syphons, Pumping Stations, and WWTPs;
- (g). provide a summary of activities undertaken to configure, calibrate, and verify the hydraulic model used in conducting the capacity assessment, as well as a report on model runs.
- (h). provide a summary of the technical approach applied for capacity assessment analyses and of how the capacity assessment was conducted, specifying measures taken to assess capacity;
- (i). identify all portions of the WCTS with insufficient capacity to convey peak wet weather flows, assuming insufficient capacity is the inability of the sewer, Pumping Station, or Force Main to convey peak flows without surcharge sufficient to cause SSOs under either predicted peak wet weather or predicted average conditions, or both; and

(j). identify any insufficient capacity in the WWTP, assuming insufficient capacity is the inability to provide full treatment to all flow reaching the plant and discharge those flows in full compliance with the LPDES Permits.

44. Upon review, EPA shall notify the City of any deficiencies in the capacity assessment report and require correction of these deficiencies within the time period specified in Section V (Review, Approval, and Implementation of Deliverables), ¶ 16.

**F. CAPACITY ASSESSMENT REMEDIATION MEASURES PLAN**

45. The City shall submit to EPA for review and approval a capacity assessment remediation measures plan within twenty-six (26) months from the Effective Date of this Consent Decree. This plan shall include measures and schedules which, when implemented, will result in Adequate Capacity in the WCTS and/or the WWTP, such that SSOs and overloading at the WWTP and WWTP LPDES Permit noncompliance will be eliminated under current and anticipated future increased capacity conditions. The capacity assessment remediation measures plan shall be submitted pursuant to Section V (Review, Approval, and Implementation of Deliverables), ¶¶ 12-15.

46. The City shall, in keeping with the requirements of Section V., ¶ 18, audit its capacity assessment remediation measures plan and certify that the plan provides measures which will result in Adequate Capacity in the WCTS and/or its WWTP, such that SSOs and overloading at the WWTP, and WWTP LPDES Permit noncompliance will be eliminated under current and anticipated future increased capacity conditions. The City shall submit for review and comment the certification in conjunction with submission of the capacity assessment remediation measures plan in searchable electronic form.

47. The capacity assessment remediation measures plan shall:

(a) identify all measures necessary to achieve Adequate Capacity, and if insufficient capacity to accommodate projected peak wet weather flows existing in any portion of the WCTS or WWTP(s), and propose measures to provide Adequate Capacity to eliminate SSOs and/or overloading at the WCTS and WWTP(s). Specific remedial measures to address capacity limitations may include increases in Pumping Station and sewer capacity in the WCTS, construction of storage or equalization basin facilities, and increases in wastewater treatment capacity;

(b) identify upgrades and repair measures to achieve WWTP compliance with all LPDES Permit requirements;

(c) provide estimated capital, operation and maintenance, and present value costs for each identified remedial measure in year-specific dollars; and

(d) provide a fixed end-date schedule to design, construct, and implement all proposed measures as expeditiously as possible, including interim dates for initial design, design completion, completed permitting, contract award, construction commencement, and completed construction for each proposed measure. The schedule shall provide that all tasks shall be completed as expeditiously as possible but in no event later than the deadline set forth in ¶ 50.

48. Should the capacity assessment remediation measures plan require revision of the sewer system remediation measures plan(s) developed according to Section VI. C., the City shall identify all measures requiring revisions within the capacity assessment remediation measures plan, and upon approval of these revisions by EPA, amend the sewer system remediation measures plan(s) to include the approved revisions.

49. Upon approval by EPA, the City shall implement the remedial measures in the capacity assessment remediation measures plan in accordance with the schedule contained therein and shall certify to EPA on an annual basis those measures which have been completed. The certification shall be submitted annually in accordance with Section VIII (Reporting Requirements), ¶ 60.

50. The measures specified within the capacity assessment remediation measures plan shall be completed no later than twelve (12) years from the Effective Date of this Consent Decree.

**G. COLLECTION SYSTEM MANAGEMENT, OPERATION, AND PREVENTATIVE MAINTENANCE PROGRAM**

51. The City shall develop and implement a collection system management, operation, and preventative maintenance (CMOM) program pursuant to the requirements set forth within this paragraph. The CMOM shall address all Basins identified within Section VI (Compliance Requirements), and be adapted, as necessary, on an ongoing basis, such that Shreveport remains in compliance with all applicable requirements of the CWA, the LWCL, and all regulations and LPDES Permits issued thereunder pertaining to it. Unless otherwise stated, each requirement shall be completed within one year from the Effective Date of this Consent Decree. The CMOM shall include:

- (a) a current WCTS component and critical equipment inventory;
- (b) procedures for reassessing the WCTS, including reassessments of the basins identified in SSA Phases 1, 2, and 3, which reassessments shall commence no later than

eight (8) years from the Effective Date of this Consent Decree and be completed no later than twelve (12) years from the Effective Date of this Consent Decree, to be comprised of:

(i). a condition reassessment of the WCTS;

(ii). a reinvestigation of the WCTS, including Private Laterals, using methods such as smoke testing, visual inspections, dyed water flooding, flow isolation, and CCTV, with a minimum of fifteen per cent of the WCTS investigated per year and CCTV used for at least eight per cent of that annual investigation, and with the first three (3) phases of the WCTS to be completed by year twelve; and

(iii). a report regarding reassessment of the basins identified in SSA Phases 1, 2, and 3 identified in ¶ 51. (b). above, to be submitted annually in accordance with Section VIII (Reporting Requirements), ¶ 60, beginning in year nine (9) and every year thereafter through year twelve (12), documenting the actions required under ¶ 51. (b). (i)-(ii), specifying:

- (aa). defects in the WCTS that materially threaten the structural integrity of the pipe or structure;
- (bb). defects in the WCTS that allow Infiltration, Inflow, or exfiltration;
- (cc). pipe defects, including, but not limited to, cracks, holes, corrosion, misaligned joints, root intrusion, sags, or improper lateral taps that make the pipe or structure prone to grease, root, or debris blockages;
- (dd). a sliding scale ranking the defects of each inspected pipe or structure by severity;



(ee). whether the pipe or structure requires short or long term repair;

(ff). changes needed to cleaning frequency; and  
an estimate of the remaining life expectancy of the pipe or structure.

(c). procedures for a sewer overflow response plan, to include investigations of SSOs using CCTV or other applicable inspection methods, as soon as practicable but no later than twenty-four hours after notice of such SSOs, with inspection of Gravity Sewer pipes in high maintenance areas as well as blockage associated with such SSOs;

(d). procedures to clean WCTS Gravity Sewer pipe lines as necessary, but requiring a minimum of fifteen per cent of all such lines be cleaned annually, commencing on the Effective Date of this Consent Decree, with the cleaning of all WCTS Gravity Sewer pipe lines completed no later than eighty-four (84) months from the Effective Date of this Consent Decree;

(e). procedures for routine annual preventative maintenance of Pumping Stations and Force Mains;

(f). procedures for sealing and maintenance of manholes as necessary;

(g). procedures for identification and remediation of problem construction;

(h). procedures, including testing of new sewer installations, to ensure new sewers and connections are properly designed and constructed in accordance with approved City design standards to prevent overflows;

(i). procedures to ensure repair, rehabilitation, and replacement projects are properly designed, constructed, and tested to prevent overflows, including the repair of all defects in manholes, Gravity Sewer pipes, and Private Laterals within ninety days of discovery of that

defect, except if line replacement is required, wherein repair shall be completed within one hundred and eighty days of such discovery, with the City maintaining a log documenting the date and type of each sewer pipe and/or structure repair completed during the previous year, and a log of all sewer line defects at risk of collapsing and therefore needing expeditious repair/replacement, to include the date of discovery of such defect, the repair or replacement schedule for that defect, and the projected date for completion of such repair and replacement;

- (j). a Fats, Oils, and Grease (FOG) control program to include, at a minimum:
  - (i). the legal authority to control the discharge of FOG into the WCTS, including the ability to implement a permit and enforcement program;
  - (ii). specification of accepted devices to control the discharge of FOG into the WCTS;
  - (iii). establishment of standards for the design and construction of FOG control devices including standards for capacity and accessibility;
  - (iv). establishment of FOG control device management, operations, and maintenance standards or best management practices that address onsite record keeping requirements, cleaning frequency, cleaning standards, use of additives, and ultimate disposal;
  - (v). establishment of construction inspection protocols, including scheduling, inspection report forms, and inspection record keeping requirements, to assure that FOG control devices are constructed in accordance with established design and construction standards;
  - (vi). establishment of compliance inspection protocols, including scheduling, inspection report forms, and inspection record keeping requirements to assure that

FOG control devices are being managed, operated, and maintained in accordance with the established management, operations, and maintenance standards or best management practices;

- (vii). establishment of a FOG disposal manifest system;
- (viii). establishment of an enforcement program, including specific enforcement mechanisms, to ensure compliance with the FOG control program;
- (ix). establishment of a compliance assistance program to facilitate training of FOG generators and their employees;
- (x). establishment of a public education program directed at reducing the amount of FOG entering the WCTS from private residences;
- (xi). establishment of staffing (technical and legal) and equipment requirements to ensure effective implementation of the FOG control program;
- (xii). a FOG characterization study that shall indentify the sources of FOG causing problems in the WCTS and the best method or mechanism for addressing those sources;
- (xiii). a list of current commercial establishment FOG generators, including a description of their FOG generating processes and average daily discharge volume; and
- (xiv). establishment of performance indicators to be used by the City to measure the effectiveness of the FOG Control Program;
- (k). a root control program to schedule corrective measures, including short-term mitigation and routine maintenance of root intrusion and rehabilitation of areas in which root intrusion has caused recurring blockages, such as sewer replacement or relining and an

inspection program for known problem areas, to be implemented within one hundred-eighty days from the Effective Date of this Consent Decree;

(l). a procedure for documenting complaints, work orders, updates to equipment inventory, and changes to WCTS components, including entry of such information into a data management system to provide accurate information for scheduling and tracking preventative maintenance activities;

(m). procedures for corrective maintenance response and reporting procedures;

(n). procedures to ascertain that personnel are trained and certified in accordance with Louisiana law such that they are qualified to conduct, operate, maintain, and use equipment and infrastructure to promptly identify causes of noncompliance with the CWA;

(o). a quality control program to assess WCTS failures and operational variables leading to such failures;

(p). procedures for annual updates of operation and maintenance manuals;

(q). procedures to address Private Laterals which are sources of I&I and contribute to SSOs, with such procedures to include provision for the City to obtain legal authorization to require owner(s) of Private Laterals to take action to prevent SSOs, with such authorization to include:

(i). the City's right to require owner(s) of Private Laterals to repair, rehabilitate, replace, or take other appropriate action within a specified time period to prevent SSOs;

(ii). the City's right to disconnect water services should that owner(s) fail to comply with the requirements of (i) in a timely manner; and

(iii). restore water services at such time when the requirements set forth in (i) have been completed.

(r). procedures and an ongoing schedule in order to appropriately reassess WCTS capacity in keeping with the requirements set forth under Section VI. E. ¶¶ 40 and 41.

52. The City shall review the CMOM program, and certify, in keeping with the requirements of Section V., ¶ 18, that the Section VI. G. ¶ 51 criteria have been attained, and if not, set forth an explanation of shortcomings. Upon submission of the CMOM program to EPA, the City also shall submit the summary and certification. All documents shall be submitted to EPA in searchable electronic form within twelve (12) months from the Effective Date of this Consent Decree. EPA shall notify the City of any deficiencies and require correction of these deficiencies within a specified time period.

53. The City shall submit a report annually, in accordance with Section VIII (Reporting Requirements), ¶ 60, which report shall describe all CMOM Section VI. G. ¶ 51 implementation activities completed within the previous year.

#### **H. WASTEWATER TREATMENT PLANT OPERATION AND REVENTATIVE MAINTENANCE (O&M) PROGRAM**

54. The City shall comply with the requirements of the Wastewater Treatment Plant Operation and Maintenance Program(s) attached at Appendix B.

#### **VII. CIVIL PENALTY**

57. Shreveport shall pay the sum of six hundred and fifty thousand dollars (\$650,000) as a civil penalty in accordance with the provisions of Paragraphs 58 and 59.

58. Within thirty (30) Days after the Effective Date of this Consent Decree, Shreveport shall pay to the United States fifty per cent (50%) of the civil penalty amount of six hundred and fifty thousand dollars (\$650,000), or three hundred and twenty-five thousand dollars (\$325,000), due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Shreveport following lodging of the Consent Decree, to be forwarded by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Louisiana; 300 Fannin Street, Suite 3201; Shreveport, Louisiana 71101-3068; Telephone (318) 676-3635. At the time of payment, Shreveport shall send a copy of the EFT authorization form and EFT transaction record, together with a transmittal letter to the United States, stating that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. City of Shreveport, and referencing the district court civil action number and DOJ case # 90-5-1-I-2767/1 in accordance with Section XV (Notices) of this Consent Decree by email to [acctreceivable.CINWD@epa.gov](mailto:acctreceivable.CINWD@epa.gov) and by first class mail to:

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

In the event that full cash payment to the United States is not made within thirty (30) Days of the Date of Entry, Shreveport shall pay to the United States interest on the balance due from the original due date to the date of payment, at the rate calculated pursuant to 28 U.S.C. § 1961.

59. Within thirty (30) days after the Effective Date of this Consent Decree, Shreveport shall pay to the State fifty percent (50%) of the civil penalty amount of six hundred and fifty thousand dollars (\$650,000), or three hundred and twenty-five thousand dollars (\$325,000), due

by certified check made payable to the Louisiana Department of Environmental Quality and forwarded by first class mail to the: Fiscal Director; Office of Management and Finance; Louisiana Department of Environmental Quality; PO Box 4303; Baton Rouge, Louisiana 70821-4303.

### VIII. REPORTING REQUIREMENTS

60. Annual Reports. Beginning sixty (60) Days after the first (1<sup>st</sup>) full twelve (12) Month period following the Effective Date, and sixty (60) Days after each subsequent twelve (12) Month period until termination of this Consent Decree, Shreveport shall submit to EPA and LDEQ for review and comment an Annual Report in accordance with Section V (Review, Approval, and Implementation of Deliverables). Each Annual Report shall cover the most recent twelve (12) Month period and shall include:

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

(b) as to reporting for SSOs: For the first (1<sup>st</sup>) five (5) Annual Reports only, Shreveport shall include a trends analysis of the number, volume, duration, and cause of Shreveport's SSO Events for a twenty-four (24)-Month rolling period updated to reflect the SSO Events that occurred during the previous twelve (12)-Month period. Beginning with the sixth (6<sup>th</sup>) Annual Report, Shreveport shall include a trends analysis of the number, volume, duration, and cause of Shreveport's SSO Events for a five (5)-year rolling period updated to reflect the SSO Events that occurred during the previous twelve (12)-Month period. In reporting trends and other SSO data, Shreveport shall provide the information in such format as it deems appropriate.

(c). a description of projects and activities completed and milestones achieved during the previous applicable twelve (12)-Month period pursuant to the requirements of this Consent Decree, the status of compliance or non-compliance with the requirements of this Consent Decree and, if applicable, the reasons for non-compliance. If any non-compliance cannot be fully explained at the time the report is due, Shreveport shall include a statement to that effect in the report. Shreveport shall investigate to determine the cause of the non-compliance and then shall submit an amendment to the report for review and comment, including a full explanation of the cause of the non-compliance, in accordance with Section V. (Review, Approval, and Implementation of Deliverables), ¶ 16.

(d). a summary of significant projects and activities anticipated to be performed, and milestones anticipated to be achieved, in the successive applicable twelve (12) Month period to comply with the requirements of this Consent Decree.

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

61. Except as otherwise provided herein, whenever any violation of this Consent Decree or any other event affecting Shreveport's performance under this Consent Decree or its LPDES Permits may pose an immediate threat to the public health or welfare or the environment, Shreveport shall notify EPA and LDEQ orally or by electronic or facsimile transmission as soon as possible, but no later than twenty-four (24) hours after Shreveport first knew of the violation or event.



62. All reports shall be submitted to the persons designated in Section XV (Notices) of this Consent Decree for EPA and LDEQ, and shall be certified pursuant to Section V (Review, Approval, and Implementation of Deliverables), ¶ 18 of this Consent Decree. The certification requirement in Section V (Review, Approval, and Implementation of Deliverables), ¶ 18 does not apply to emergency or similar notifications where compliance would be impractical.

63. Compliance with this Section does not relieve Shreveport of any other reporting obligations required by the CWA, the LWCL, or implementing regulations, or by any other Federal, state, or local law, regulation, permit, or other requirement, including LPDES Permits.

64. Notification to EPA or LDEQ pursuant to this Section of an anticipated delay shall not by itself excuse the delay or otherwise satisfy the notification requirements set forth in Section X (Force Majeure).

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

#### **IX. STIPULATED PENALTIES**

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

67. If Shreveport fails to pay the required civil penalty to the United States and the State as set forth under Section VII (Civil Penalty) when due, Shreveport shall pay a stipulated penalty of \$2,000 per day for each day that the payment is late.

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

(a). Failure to Submit Timely and Complete Deliverables. Shreveport shall be liable to pay stipulated penalties to the United States and the State for each Day it fails to submit and/or complete the Deliverables required under Section VI (Compliance Requirements) and Section V (Review, Approval, and Implementation of Deliverables), as set forth below, for each Day it fails to submit a Deliverable by the specified due dates or to make any required material changes to such Deliverables within the required time frames. The stipulated penalties for failure to meet each Deliverable submission date shall be as follows:

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
1st to 30th Day	\$500
30th to 60th Day	\$1,500
More than 60 Days	\$2,500

(b). Timely Completion of Compliance Requirements. Shreveport shall be liable to pay stipulated penalties to the United States and the State as set forth below for each Day it fails timely to satisfy any of the remedial requirements of Section VI (Compliance Requirements) of this Consent Decree. The stipulated penalties for failure to meet each such requirement shall be as follows:

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
1st to 30th Day	\$750

31st to 60th Day	\$1,500
60 to 180 Days	\$2,500
More than 180 Days	\$4,000

(e). SSOs that Reach Navigable Waters of the United States or State Waters.

For each SSO that reaches navigable waters of the United States as defined in Section 502(7) of the CWA, 33 U.S.C. § 1362(7), or State waters as defined in the LWCL, LA. R. S. 30:2073(7), Shreveport shall be liable to pay stipulated penalties to the United States and the State in the amount of:

<u>If SSO Occurs</u>	<u>Penalty Per Violation Per Day</u>
Within 3 years from the Effective Date	\$500
Between 3 and 6 years from the Effective Date	\$1,500
More Than 6 years from the Effective Date	\$3,000

(d). SSOs that Do Not Reach Waters of the United States or State Waters. For

each SSO that does not reach either navigable waters of the United States or waters of the State and falls within the definition of a SSO for the purposes of this Consent Decree, Shreveport shall be liable to pay stipulated penalties to the United States and the State as follows:

<u>If SSO Occurs</u>	<u>Penalty Per Violation Per Day</u>
Within 3 years from the Effective Date	\$350
Between 3 and 6 years from the Effective Date	\$750
More than 6 years from the Effective Date	\$1,500

(e). Reporting Requirements. Shreveport shall be liable to pay stipulated penalties to the United States and the State in the amounts specified below for each Day after the due date specified in Section VIII (Reporting Requirements), ¶ 57, that the annual report is late:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 14th Day	\$350
15th through 30th Day	\$750
31st Day and Beyond	\$1,500

69. Stipulated penalties under Section IX (Stipulated Penalties) shall automatically begin to accrue on the first Day that an event occurs for which a stipulated penalty is payable and shall continue to accrue through the final Day of correction of the noncompliance. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

70. Shreveport shall pay stipulated penalties set forth pursuant to Section IX (Stipulated Penalties) ¶¶ 66-69 within thirty (30) Days of receipt of a written demand by the EPA (made in consultation with the LDEQ), and in keeping with those requirements set forth in Section VII (Civil Penalty) ¶¶ 58 and 59.

71. Subject to the provisions of Section XIII (Effect of Settlement/Reservation of Rights) of this Consent Decree, the stipulated penalties provided for herein shall be in addition to any other rights, remedies, or sanctions available to the United States and/or the State by reason of Shreveport's failure to comply with requirements of this Consent Decree and any and all applicable laws, regulations, and/or permits. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, Shreveport shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

72. Stipulated penalties shall continue to accrue as provided herein during any Dispute Resolution, but need not be paid until the following:

(a). If the dispute is resolved by agreement or a decision of EPA that is not appealed to the Court, Shreveport shall pay accrued penalties determined to be owing, within thirty (30) Days of the effective date of the agreement or the receipt of EPA's decision.

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

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

73. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Decree.

74. Shreveport shall be liable to pay stipulated penalties owing in the manner set forth and with the confirmation notices required by Section VII (Civil Penalty) except that the transmittal letters shall state that the payment is for stipulated penalties and shall state for which violation(s) the stipulated penalties are being paid.

75. If Shreveport fails to pay stipulated penalties according to the terms of this Consent Decree, Shreveport shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Section shall be

construed to limit the United States from seeking any remedy otherwise provided by law for Shreveport's failure to pay any stipulated penalties.

#### **X. FORCE MAJEURE**

76. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Shreveport, of any entity controlled by Shreveport, or of Shreveport's consultants and contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Shreveport's best efforts to fulfill the obligation. The requirement that Shreveport exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event, (a), as it is occurring, and (b), after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Shreveport's financial inability to perform any obligation under this Consent Decree.

77. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Shreveport shall provide written notice to EPA and LDEQ, within twenty-one (21) days from the date that Shreveport first knew that the event might cause a delay. Such written notice shall include the following: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Shreveport's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Shreveport, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Shreveport

shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Shreveport from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Shreveport shall be deemed to know of any circumstance of which Shreveport, any entity controlled by Shreveport, or Shreveport's contractors knew or should have known.

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

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

80. If Shreveport elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, Shreveport 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 Shreveport complied with the requirements of §§ 76 and 77, above. If Shreveport carries this burden, the delay at issue shall be deemed not to be a violation by Shreveport of the affected obligation of this Consent Decree identified to EPA and the Court.

#### **XI. DISPUTE RESOLUTION**

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

82. 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 Shreveport sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. 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 United States and Shreveport. The United States shall consult with the State during the period of informal negotiations. If the United States and Shreveport cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within forty-five (45) Days after the conclusion of the informal negotiation period, Shreveport invokes formal dispute resolution procedures as set forth below.



83. Formal Dispute Resolution. Shreveport shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Shreveport's position and any supporting documentation relied upon by Shreveport. The United States shall serve its Statement of Position within sixty (60) Days of receipt of Shreveport's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States shall consult with the State during preparation of its Statement of Position. The United States' Statement of Position shall be binding on Shreveport, unless Shreveport files a motion for judicial review of the dispute in accordance with the following Paragraph.

84. Judicial Dispute Resolution. Shreveport may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XV (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Shreveport'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. The United States shall respond to Shreveport's motion within the time period allowed by the Local Rules of this Court ("Local Rules"). The United States shall consult with the State during

preparation of its response. Shreveport may file a reply memorandum, to the extent permitted by the Local Rules.

85. Standard of Review.

(a). Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under ¶¶ 83 and 84 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Shreveport shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

(b). Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under ¶¶ 83 and 84, Shreveport shall bear the burden of demonstrating that its position complies with this Consent Decree and furthers the objectives of the Consent Decree.

86. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Shreveport 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 (1<sup>st</sup>) day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in ¶ 72. If Shreveport does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

## XII. RIGHT OF ENTRY AND INFORMATION COLLECTION AND RETENTION

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

- (a). Monitor the progress of activities required under this Consent Decree;
- (b). Verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;
- (c). Obtain samples and, upon request, splits of any samples taken by Shreveport or its representatives, contractors, or consultants;
- (d). Obtain documentary evidence, including photographs and similar data; and
- (e). Assess Shreveport's compliance with this Consent Decree.

88. Upon request, Shreveport shall provide EPA and LDEQ or their authorized representatives splits of any samples taken by Shreveport. Upon request, EPA and LDEQ shall provide Shreveport splits of any samples taken by EPA or LDEQ.

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

States or the State, Shreveport shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

90. After the conclusion of the information-retention period provided in the preceding Paragraph, Shreveport shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Shreveport shall deliver any such documents, records, or other information to EPA or LDEQ. Shreveport 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 Shreveport asserts such a privilege, it shall provide the following:

- (a) the title of the document, record, or information;
- (b) the date of the document, record, or information;
- (c) the name and title of each author of the document, record, or information;
- (d) the name and title of each addressee and recipient;
- (e) a description of the subject of the document, record, or information; and
- (f) the privilege asserted by Shreveport.

However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

91. Shreveport may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2 and LA. R.S. 30:2030. As to any information that Shreveport seeks to protect as CBI, Shreveport shall follow the procedures set forth in 40 C.F.R. Part 2 and LAC 33:1. Chapter 5.

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

### **XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

93. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the Effective Date of this Consent Decree. Pursuant to CWA Section 309(e), 33 U.S.C. § 1319(e), however, the United States specifically reserves its claims against the State and the State reserves any and all defenses.

94. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in ¶ 93. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the CWA, the LWCL, or their implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in ¶ 93 of this Section. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Shreveport's Sewer System, whether related to the violations addressed in this Consent Decree or otherwise.

95. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the

Sewer System or Shreveport's violations, Shreveport shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to ¶ 93 of this Section.

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

97. This Consent Decree does not limit or affect the rights of any of the Parties 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 Shreveport, except as otherwise provided by law.

98. 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.

#### XIV. COSTS

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

#### XV. NOTICES

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

To the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
Environmental Enforcement Section  
U.S. Department of Justice; Attention: Elizabeth F. Kroop  
Box 7611; Ben Franklin Station  
Washington, D.C. 20044-7611

To the EPA:

Gladys Gooden-Jackson  
Water Enforcement Branch (6EN-WC)  
EPA, Region 6  
1445 Ross Ave; Suite 1200  
Dallas, Texas 75202-2733

To the State (LDEQ):

Cheryl S. Nolan  
Assistant Secretary  
Office of Environmental Compliance  
Louisiana Department of Environmental Quality  
P.O. Box 4312  
Baton Rouge, LA 70821-4312

Perry Theriot  
Attorney, Legal Division  
Louisiana Department of Environmental Quality  
P.O. Box 4302  
Baton Rouge, LA 70821-4312

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

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

#### **XVI. EFFECTIVE DATE**

103. 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.

#### **XVII. RETENTION OF JURISDICTION**

104. The Court shall retain jurisdiction over this case until termination of this Consent Decree for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Section XI (Dispute Resolution) and Section XVIII (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

#### **XVIII. MODIFICATION**

105. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Consent Decree, it shall be effective only upon



approval by the Court. Non-material changes to this Consent Decree (including appendices) may be made by written agreement of the Parties without court approval, and the Parties may by mutual agreement determine whether a modification is non-material.

106. Any disputes between the Parties concerning modification of this Consent Decree shall be resolved pursuant to Section XI (Dispute Resolution), provided, however, that, instead of the burden of proof provided by ¶ 85, 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).

## **XX. TERMINATION**

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

108. Following receipt by the United States of Shreveport's Request for Termination, the United States and Shreveport shall confer informally concerning the Request and any disagreement that they may have as to whether Shreveport has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with

the State, agrees that this Consent Decree may be terminated, the United States and Shreveport shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

109. If the United States, after consultation with the State, does not agree that this Consent Decree may be terminated, Shreveport may invoke Dispute Resolution under Section XI of this Consent Decree. However, Shreveport shall not seek Dispute Resolution of any dispute regarding termination, under ¶ 83 of Section XI (Dispute Resolution), until ninety (90) Days after service of its Request for Termination.

## **XX. PUBLIC PARTICIPATION**

110. After this Consent Decree has been executed by the Parties, it 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 comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Shreveport consents to entry of this Consent Decree without further notice, and agrees not to withdraw from, or oppose entry of this Consent Decree by the Court, or to challenge any provision of the Consent Decree, unless the United States has notified the Parties in writing that it no longer supports entry of the Consent Decree.

The Parties also acknowledge that approval by the State and entry of this Decree is subject to LA. R. S. 30:2050.7, which provides for public notice of this Consent Decree in newspapers of general circulation and official journals of the parish in which Defendant's Facility is located, and the opportunity for public comment, consideration of any comments, and concurrence by the State Attorney General.

## **XXI. SIGNATORIES/SERVICE**

111. Each undersigned representative 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.

112. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Shreveport's agent on the signature page 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.

## **XXII. INTEGRATION**

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

## **XXIII. FINAL JUDGMENT**

114. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and

Shreveport. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Rules 54 and 58 of the Federal Rules of Civil Procedure.

**XXIV. APPENDICES**

Appendices A and B are attached and hereby incorporated within this Consent Decree.


Dated and entered this 13<sup>th</sup> day of MAY, 2014

United States District Court Judge  
Western District of Louisiana  
(Shreveport Division)

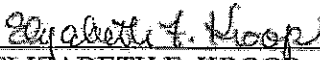
FOR PLAINTIFF UNITED STATES OF AMERICA:

On Behalf of the Department of Justice:

Date: 11/12/13

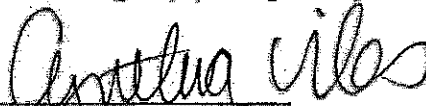
  
ROBERT G. DREHER  
Acting Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division

Date: 11/13

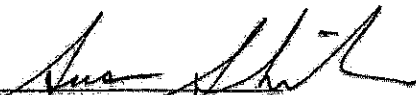
  
ELIZABETH F. KROOP  
Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044-7611  
Telephone: 202-514-5244  
Fax: 202-616-6584  
E-Mail: Elizabeth.Kroop@usdoj.gov

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

On Behalf of the U.S. Environmental Protection Agency (Headquarters):



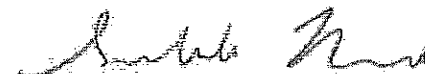
CYNTHIA GILES  
Assistant Administrator  
U.S. Environmental Protection Agency  
Office of Enforcement and Compliance Assurance



SUSAN SHINKMAN, Director  
U.S. Environmental Protection Agency  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance



MARK POLLINS, Director  
U.S. Environmental Protection Agency  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
Water Enforcement Division

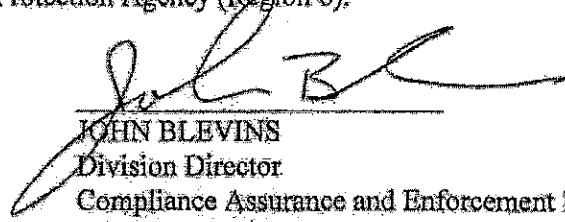


SUSHILA NANDA, Senior Attorney Advisor  
U.S. Environmental Protection Agency  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
Water Enforcement Division

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

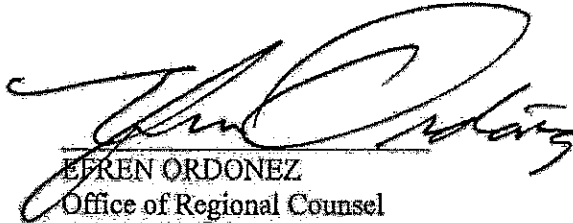
On Behalf of the U.S. Environmental Protection Agency (Region 6):

Date: 9.23.13



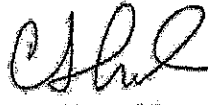
JOHN BLEVINS  
Division Director  
Compliance Assurance and Enforcement Division  
U.S. EPA, Region 6  
1445 Ross Ave., Suite 1200 (6EN-W)  
Dallas, TX 75202  
Phone: (214) 665-2266

Date: 9/24/13



EREN ORDONEZ  
Office of Regional Counsel  
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Phone: (214) 665 2181

FOR PLAINTIFF STATE OF LOUISIANA (through the Louisiana Department of Environmental Quality, acting with concurrence of the State Attorney General, subject to the public notice and comment requirements):

 9-17-13

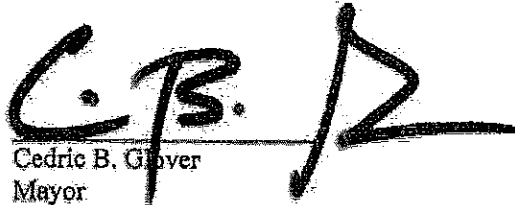
CHERYL S. NOLAN  
Assistant Secretary  
Louisiana Department of Environmental Quality  
Office of Environmental Compliance  
P.O. Box 4312  
Baton Rouge, Louisiana 70821-4312

 9-17-13

DWANA KING  
Attorney  
Louisiana Department of Environmental Quality  
Office of the Secretary, Legal Division  
P.O. Box 4302  
Baton Rouge, Louisiana 70821-4302




FOR DEFENDANT CITY OF SHREVEPORT:

A handwritten signature in black ink, appearing to read 'C.B. Glover', with a long horizontal stroke extending to the right.

Cedric B. Glover  
Mayor  
PO Box 31109  
Shreveport, Louisiana 71130  
Telephone: 318-673-5050

Attorneys on behalf of the City of Shreveport:

Date: 9-26-2013

  
Timothy W. Hardy

Date: 9-26-2013

  
V. Joyce Matthews

Roedel Parsons Koch Blache  
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Baton Rouge, LA 70809