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WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA and STATE OF LOUISIANA,	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO. 04-1352
SEWERAGE DISTRICT NO. 1 of IBERIA PARISH,	)	
Defendant.	)	

CONSENT DECREE

COPY

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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 Administrator of the United States Environmental Protection Agency ("EPA") has filed a Complaint in this action seeking injunctive relief and civil penalties pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, naming as defendant Sewerage District No. 1 of Iberia Parish (the "Sewerage District") pursuant to Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e);

WHEREAS, Plaintiff, the State of Louisiana, on behalf of the Louisiana Department of Environmental Quality ("LDEQ"), has joined in the Complaint against the Sewerage District for its alleged violations of the Clean Water Act, and the Louisiana Environmental Quality Act, LSA-R.S. 30:2001, et seq.;

WHEREAS, the City owns and operates a publicly owned treatment works ("POTW") commonly known as the Admiral Doyle Wastewater Treatment Plant ("Admiral Doyle Plant") located in New Iberia, Louisiana, that treats and discharges domestic and commercial sewage from the City and adjacent unincorporated areas via the Sewerage District;

WHEREAS, the City and the Sewerage District jointly own and operate a publicly owned treatment works ("POTW") commonly known as the Tete Bayou (or Parker Street) Wastewater Treatment Plant ("Tete Bayou Plant") located in Iberia Parish, Louisiana, that serves the citizens of New Iberia and Iberia Parish;

WHEREAS, the United States alleges that the Sewerage District has violated and continues to violate Section 301 of the Clean Water Act, 33 U.S.C. § 1311, by discharging untreated sewage from its sanitary sewer collection system and pollutants in excess of effluent

limitations into the Commercial Canal and Tete Bayou and thence into Vermilion Bay of the Vermilion Teche Basin, which are Waters of the United States. In addition, the United States alleges that the Sewerage District has violated and is violating other conditions established in the National Pollutant Discharge Elimination System ("NPDES") Permit No. LA0065251 issued to the City and the Sewerage District pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342;

WHEREAS, without making any admission of law or fact, and without admitting any violation of any law or regulation, the Sewerage District and the United States have negotiated in good faith and have reached a settlement of the issues raised in the Complaint;

WHEREAS, the Parties agree, and the Court finds, that settlement of the claims alleged in the Complaint and the Complaint in Intervention without further litigation or trial of any issues is fair, reasonable, and in the public interest and that the entry of this Consent Decree is the most appropriate way of resolving the claims alleged in the Complaint and the Complaint in Intervention;

NOW THEREFORE, 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 of the Clean Water Act, 33 U.S.C. § 1319, and 28 U.S.C. §§ 1331, 1345, 1355, and 1367. Venue lies in this District pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and 28 U.S.C. § 1391 because the Sewerage District is a political subdivision of the State of Louisiana and is located in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, the Sewerage District

consents to the Court's jurisdiction over this Consent Decree or such action and over the Sewerage District, and consents to venue in this judicial district.

2. For purposes of this Consent Decree, the Sewerage District agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 301 and 309 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1319, for injunctive relief and civil penalties.

3. Notice of the commencement of this action has been given to the State of Louisiana, as required by Section 309(b) of the Clean Water Act, 28 U.S.C. § 1319(b).

II. PARTIES

4. Plaintiff, the United States, is acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency. Plaintiff, the State of Louisiana, is a person within the meaning of Sections 502(5) and 505 of the Clean Water Act, 33 U.S.C. §§ 1362(5) and 1365.

5. The defendant, Sewerage District No. 1 of Iberia Parish, is a political subdivision created by the State of Louisiana within the meaning of Section 502(4) of the Clean Water Act, 33 U.S.C. § 1362(4).

III. APPLICABILITY

6. The obligations of this Consent Decree apply to and are binding on the United States and the State; and upon the Sewerage District, its agents, successors, and assigns.

7. Any transfer of ownership or operation of the Tete Bayou Plant and/or the sewage collection system for the plant to any other person must be conditioned upon the transferee's agreement to undertake the obligations required by this Consent Decree, as provided in a written agreement between the Sewerage District and the proposed transferee, enforceable by the United

States and the State as third-party beneficiaries of such agreement. At least thirty (30) days prior to such transfer, the Sewerage District 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 EPA Region VI, the United States Attorney for the Western District of Louisiana, and the United States Department of Justice, in accordance with Section XIX of this Consent Decree (Notices). Any attempt to transfer ownership or operation of the above facility without complying with this Paragraph constitutes a violation of this Consent Decree. No transfer of ownership or operation of the above facility, whether in compliance with this Paragraph or otherwise, shall relieve the Sewerage District of its obligation to ensure that the terms of this Consent Decree are implemented.

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

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

IV. PURPOSE

10. The express purpose of the parties entering into this Consent Decree is to take all measures necessary to enable the Sewerage District to comply with the Clean Water Act, the regulations promulgated thereunder, and the terms of NPDES Permit No. LA0065251, with the

goal of eliminating sanitary sewer overflows and discharges of pollutants in excess of effluent limitations.

V. DEFINITIONS

11. Terms used in this Consent Decree that are defined in the Clean Water Act ("CWA") or in regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- "The Admiral Doyle Wastewater Treatment Plant" means the publicly owned treatment works, including its collection system, owned and operated by the City of New Iberia, Louisiana (referred to hereinafter as "the Admiral Doyle Plant").
- "BOD" means biochemical oxygen demand.
- "Calendar quarter" means a three-month period ending on March 31st, June 30th, September 30th, or December 31st.
- "City" means the City of New Iberia, Louisiana.
- "Collection System" means the sanitary sewer collection and transmission system (including all pipes, force mains, gravity sewer lines, lift stations, pump stations, manholes, and appurtenances thereto) owned or operated by the Sewerage District that serve the Admiral Doyle Plant and/or the Tete Bayou Plant.
- "Consent Decree" means this Decree, the appendix to this Decree, and all items approved by EPA and LDEQ pursuant to Section XVIII (Review of Submittals). In the event of any conflict between this Decree and any attachment, exhibit, or approved item, this Decree shall control.
- "Cross Connection" shall mean any physical connection which allows storm water or other waters (except sanitary sewage and industrial wastewaters) to flow into the Collection System.
- "CWA" means the Clean Water Act, 33 U.S.C. §§ 1251 et seq.
- "Date of Lodging" means the date this Consent Decree is received by the Clerk of the United States District Court for the Western District of Louisiana prior to signature by the District Judge assigned to this civil action.

- "Date of Entry" means the date this Consent Decree is filed by the Clerk of the United States District Court for the Western District of Louisiana after being signed by the District Judge assigned to this civil action.

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

- "The defendant" means Sewerage District No. 1 of Iberia Parish, Louisiana.

- "Drainage System" shall mean pipes, conduits, channels, storm water pump stations, canals and other appurtenances designed for and used for conveying storm water runoff, surface water runoff, and other drainage water.

- "Effective Date of this Consent Decree" means the Date of Entry.

- "EPA" means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

- "Force main" shall mean any pipe that receives and conveys wastewater from the discharge side of a pump. A force main is intended to convey wastewater under pressure.

- "Infiltration and Inflow" or "I & I" means the infiltration of groundwater and the inflow of storm water into the Tete Bayou Plant Collection System.

- "Gravity sewer line" 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. Gravity sewers are not intended to flow full under normal operating conditions.

- "LDEQ" means the Louisiana Department of Environmental Quality.

- "Non-Compliant Discharge" means any discharge of wastewater through an outfall from which the City and/or the Sewerage District is permitted to discharge pursuant to NPDES Permit No. LA0065251 which is not in compliance with requirements and conditions specified in that permit.

- "NPDES Permit No. LA0065251" means National Pollutant Discharge Elimination System ("NPDES") permit number LA0065251 issued pursuant to CWA Section 402, 33 U.S.C. § 1342, for the Tete Bayou Plant and any future, extended, modified, or reissued NPDES permit for the same facility.

- "Paragraph" means a portion of this Consent Decree identified by an Arabic numeral.
- "Parish" means the Parish of Iberia, Louisiana.
- "Section" means a portion of this Consent Decree identified by uppercase Roman numerals.
- "Sanitary Sewer" has the same meaning as Collection System.
- "Sanitary Sewer Overflow" or "SSO" shall mean any spill, release, or discharge from any portion of the Collection System.
- "Sewerage District" means Sewerage District No. 1 of Iberia Parish, Louisiana.
- "State" means the State of Louisiana.
- "Start of Construction" means issuance by the Sewerage District of a notice to proceed with construction to the contractor performing the relevant construction project.
- "Subparagraph" means a portion of a Paragraph.
- "The Tete Bayou Wastewater Treatment Plant" means the publicly owned treatment works, including its collection system, located on Parker Street approximately 3.5 miles east of the City of New Iberia, Iberia Parish, Louisiana, jointly owned and operated by the City and the Sewerage District (referred to hereinafter as the Tete Bayou Plant).
- "TSS" means total suspended solids.

VI. COMPLIANCE WITH CLEAN WATER ACT

12. The Sewerage District shall comply at all times with the CWA, the regulations promulgated thereunder, the Louisiana Environmental Quality Act, the regulations promulgated thereunder, and all terms of NPDES Permit No. LA0065251.

VII. REMEDIAL MEASURES

A. Remedial Measures for Tete Bayou Plant

13. **Construction of an Equalization Basin at the Tete Bayou Plant**: Within thirty (30) days after the Date of Entry of this Consent Decree, the Sewerage District shall apply for any

necessary permit(s) for the construction of an equalization basin at the Tete Bayou Plant to relieve wet weather plant hydraulic overload conditions. Within one hundred eighty (180) days after receiving the necessary permits(s), the Sewerage District shall begin construction of the Equalization Basin and submit a schedule for completion of the project to EPA and LDEQ. The Sewerage District represents that the City of New Iberia has agreed to share the cost of the construction, operation and maintenance of the Equalization Basin with the Sewerage District. However, whether the City pays a share of the cost of the construction, operation and maintenance of the Equalization Basin shall not affect the obligation of the Sewerage District under this Consent Decree to construct the Equalization Basin.

14. **Sewage Sludge Management:** In order to fully comply with the sewage sludge management requirements set forth in the applicable NPDES permit, upon entry of this Consent Decree, the Sewerage District shall not stockpile sludge or stabilized biosolids outside of the containment area located at the Tete Bayou Plant or any other location selected by the Sewerage District.

B. **Remedial Measures for Elimination of Sanitary Sewer Overflows:** The Sewerage District shall eliminate SSOs from the Collection System through development and implementation of the measures set forth in Paragraphs 15 through 21, below, and any other necessary measures.

15. **SSO Characterization Report**: No later than one hundred twenty (120) days after the Date of Entry of this Consent Decree, the Sewerage District shall submit to EPA and LDEQ for review a Sanitary Sewer Characterization Report that includes:

a. An updated map or maps that depicts the Collection System and all of its appurtenances as described below. The map shall depict the locations of all known outfalls, regulators, manholes, and Pump Stations;

b. Identification of the sewersheds that contribute flow to the Sewerage District sanitary sewer collection system;

c. Identification (where available) of the frequency, date, duration, and volume (measured durations and volumes where available, or best estimates) of known SSOs (on a per event basis) during the five (5) years preceding the Date of Entry of this Consent Decree;

d. The magnitude of rainfall events, where available, which have typically resulted in overflows for each known SSO location where there have been three (3) or more overflow events during the five (5) years preceding the Date of Entry of this Consent Decree;

e. Identification of any cause or condition that contributed to each known SSO (if known); and

f. Identification of any projects already undertaken or to be undertaken to correct existing known SSOs, and the effectiveness of such projects.

16. **Collection System Evaluation and Sewershed Study Plans:** Within ninety (90) days after the submittal of the SSO Characterization Report pursuant to Paragraph 15, the Sewerage District shall propose to EPA and LDEQ a comprehensive plan to study each sewershed in the Collection System ("Sewershed Study Plan"). As specified in this Paragraph, the Sewershed Study Plan shall include schedules and procedures for inspection of the Collection System, evaluation of infiltration and inflow ("I/I") into the Collection System, and evaluation of the Collection System's capacity to collect and convey peak flows experienced by or predicted for the Collection System. Within thirty (30) days after EPA and LDEQ have approved the

Sewershed Study Plan, the Sewerage District shall begin implementation of the Sewershed Study Plan.

A. **Collection System Inspections**:

i. **Scope and Nature of Inspections:** As part of each sewershed study, the Sewerage District shall complete the inspection of:

a. All gravity lines having a diameter of eight (8) inches or greater by smoke and/or dye testing and television inspection as indicated based on results of smoke/dye testing;

b. All force mains;

c. All appurtenances – i.e., manholes, junction chambers, pump stations – by visual inspection; and

d. all siphons by television inspection.

ii. The Sewerage District shall perform the inspections of the Collection System in accordance with the SSES Handbook, "Sewer System Infrastructure Analysis and Rehabilitation" (hereinafter "SSES Handbook"), and sound engineering practice. Inspection of force mains will be carried out utilizing one or more methodologies appropriate to the specific characteristics of each force main. Chapters 3-4 of the SSES Handbook are attached as Appendix A.

iii. **Cross-connections:** The Sewerage District shall identify all physical connections between the Collection System and any storm water collection system. Any cross connections identified shall be addressed in the Sewershed Rehabilitation Plan with the appropriate schedule for the elimination of such connections.

iv. The Sewerage District shall record all defects identified through the inspections

required under this Paragraph.

v. Where any of the Collection System components have been replaced, rehabilitated, or slip-lined within the previous five (5) years, the Sewerage District may request, and EPA and LDEQ may approve, waiver of this Paragraph's inspection requirements.

B. **Infiltration and Inflow ("I/I") Evaluation:**

i. As part of the evaluation of each sewershed, the Sewerage District shall complete the evaluation of I/I into that sewershed's Collection System. The evaluations shall include identification of sources of infiltration, sources of inflow, and methods for reducing I/I into the Collection System. For purposes of this Paragraph only, the term "evaluation" shall be interpreted in accordance with the meaning ascribed to that term in sub-chapters 3.3, 3.4, 3.5, 3.6 and Chapter 4 of the SSES Handbook and in accordance with the technical procedures for identification of I/I set forth in sub-chapters 3.3, 3.4, 3.5, 3.6, and Chapter 4 of the SSES Handbook. *See* Appendix A.

ii. As part of the I/I evaluations required by this Paragraph, the Sewerage District shall conduct rainfall and flow monitoring to:

a. Determine baseline I/I rates in each sewershed;

b. Determine the efficacy of the capital projects previously completed to reduce I/I rates, if any; and

c. Predict the effectiveness of any capital projects started but not yet completed and any additional rehabilitation, or other corrective action proposed by the Sewerage District in each Sewershed Study Plan to reduce peak wet weather flows and/or increase capacity such that SSOs do not occur, if applicable.

iii. **Rainfall and Flow Monitoring**:

a. **Rainfall Gauges**: To monitor the contribution from rainfall to a sewershed within the Sewerage District jurisdictional boundaries, the Sewerage District shall use a network of rain gauge stations in accordance with industry standards and sound engineering practice.

b. **Flow Monitoring**: Flow data shall be collected using a system of permanent and/or temporary flow monitors placed at locations in the Collection System necessary to allow the characterization of flow from each sewershed service area. The Sewerage District shall inspect, maintain, and calibrate (if necessary) all flow monitors at least once per week.

c. The rainfall and flow monitoring network shall be designed, installed, operated, and maintained to provide representative, accurate, and precise data of sufficient quality for at least ninety (90) percent of the scheduled operation time for each meter.

C. **Long-Term Capacity/Peak Flow Management**:

i. The Sewerage District shall use the data and information collected and analyzed in its evaluation of each sewershed conducted pursuant to this Paragraph to evaluate whether any construction projects in process or already completed and the projects it proposes and/or completes pursuant to Paragraph 17, below, will ensure adequate long-term transmission capacity in the Collection System. At a minimum, the Sewerage District shall evaluate the hydraulic capacity of all force mains, major gravity lines, and Pumping Stations and their respective related appurtenances (hereinafter referred to as "Collection System Components") to manage peak flow.

ii. As part of this evaluation, the Sewerage District shall use the information it is required to develop pursuant to this Paragraph to assess existing and long-term capacity of the Collection

System and to assure the ability of the Collection System to transmit peak flows experienced by and predicted for the Collection System.

iii. The Sewerage District shall give priority in the evaluation of the long-term capacity and peak flow management to the elimination of known SSOs.

17. **Collection System Sewershed Rehabilitation Plan**

A. Within one hundred and eighty (180) days after the completion of each Sewershed Study, the Sewerage District shall submit to EPA and LDEQ a Sewershed Collection System Rehabilitation Plan ("Sewershed Rehabilitation Plan") that includes each rehabilitation project anticipated to take more than one year to complete. Each Sewershed Rehabilitation Plan shall include specific rehabilitation projects and/or other corrective actions to address the deficiencies identified by the Sewerage District during its evaluation of its sewersheds and a schedule for completion of any proposed rehabilitation projects and/or other corrective actions. Any schedule proposed by the Sewerage District in its Sewershed Rehabilitation Plan(s) shall not extend beyond December 30, 2008; notwithstanding, the Sewerage District may seek modification of this end date in accordance with Section XXII (Modification).

B. **The Sewershed Rehabilitation Elements**: In each Sewershed Rehabilitation Plan, the Sewerage District shall:

i. Identify significant deficiencies discovered during the Collection System inspections conducted pursuant to Paragraph 16, above;

ii. Identify rehabilitation and other corrective actions taken by the Sewerage District (including but not limited to grouting, point repairs, line replacement) to address the deficiencies identified during evaluation of a sewershed;

iii. Identify all rehabilitation and other corrective actions proposed to be taken by the Sewerage District (including but not limited to grouting, point repairs, line replacement) to address the deficiencies identified during evaluation of a sewershed; and

iv. Describe the decision-making criteria used to select future corrective actions;

v. Propose a plan and schedule for implementing rehabilitation and other corrective actions determined necessary either to correct deficiencies identified during the evaluations of the Sewerage District sewersheds or to ensure operation of the Collection System without causing or contributing to a Sanitary Sewer Overflow.

C. **Sewershed Rehabilitation Plan(s) Approval and Implementation**: Upon receipt of EPA's and LDEQ's final approval of the Sewershed Rehabilitation Plan(s), the plans shall be incorporated into, and become enforceable under, this Consent Decree. No later than one hundred and eighty (180) days after receipt of EPA and LDEQ final approval of each Sewershed Rehabilitation Plan, the Sewerage District shall begin implementation of the plan, including any schedule for implementation of rehabilitation and other corrective action. The schedules proposed by the Sewerage District in its Sewershed Rehabilitation Plans, and approved by EPA and LDEQ, are each separately enforceable.

D. **Re-inspection:** After the Completion of each Sewershed Rehabilitation Plan, the Sewerage District shall submit a schedule for re-inspection of each sewershed's Collection System consistent with the requirements of Paragraph 16 and the elements of the operation and maintenance program approved by EPA and LDEQ pursuant to Paragraph 19, below.

18. **Illegal Private Sewer Connections:**

A. Within one hundred twenty (120) days after the Date of Entry of this Consent Decree,

the Sewerage District shall adopt an ordinance that will identify and eliminate each known illegal storm water or sewage connection to the publicly owned or operated Collection System.

B. Within one hundred twenty (120) days after adoption of the ordinance referred to in Paragraph 18. A., the Sewerage District shall submit to EPA and LDEQ a plan for identifying and eliminating illegal connections under the ordinance. The plan shall include at a minimum a:

i. Discussion of the method(s) of enforcement; and

ii. Program to identify illegal connections and to ensure effective implementation of the ordinance.

C. Within one hundred eighty (180) days after the approval of the plan for the identification and elimination of illegal private connections, the Sewerage District shall take one or more of the following actions:

i. Issue a permit as provided under the ordinance for the discharge to individuals qualified to receive such a permit;

ii. Initiate an enforcement action to cause the removal of each illegal connection from the Collection System known to the Sewerage District; or

iii. Initiate the discontinuation of wastewater service.

For purposes of this Paragraph, the term "enforcement action" shall mean the issuance of an order by the Sewerage District to the owner of the property from which the illegal connection originates pursuant to the ordinance adopted under Paragraph 18. A. The foregoing remedies shall be cumulative and independent and shall not be deemed to exclude the independent and cumulative utilization of other judicial and administrative remedies provided by law or ordinance.

D. **Privately Owned Portion of a Customer Service Connection Lateral**: Where a privately owned portion of a customer service connection lateral, that is neither in the public right-of-way nor in a public sanitary sewer easement, is a significant source of I/I that causes or contributes, or is likely to cause or contribute, to an Overflow from the Collection System, the Sewerage District, within sixty (60) days of the date of the identification of such a lateral:

i. shall notify the owner(s) of the customer service connection lateral that the lateral is a source of such I/I; and

ii. shall require the owner(s) to take appropriate steps to repair, rehabilitate, or replace that customer service connection lateral; or

iii. may terminate that customer service connection lateral.

Where the owner of a privately owned portion of the customer service connection lateral has failed, after reasonable notice, to take all appropriate steps to repair, rehabilitate, replace, or terminate a customer service connection lateral that is a source of such I/I, the Sewerage District shall, within six (6) months of identification of a customer service connection lateral that is a source of such I/I, either complete the repair, rehabilitation, replacement, or termination of the customer service connection lateral or initiate enforcement action to cause the repair, rehabilitation, replacement, or termination of the customer service connection lateral. For purposes of this Paragraph, the term "enforcement action" shall mean the issuance of an order to the owner by the Sewerage District pursuant to its ordinance. The foregoing remedy shall not be exclusive of other judicial and administrative remedies provided by law or ordinance.

19. **Collection System Operation and Maintenance.**

A. The Sewerage District shall implement a maintenance program for the Collection

System, including its gravity sewer lines, force mains, Pump Stations and other appurtenances (e.g., manholes, pressure sewers, inverted siphons, meter vaults) to provide for the proper operation and maintenance of equipment while minimizing failures, malfunctions, and line blockages. The program shall include:

i. Maintaining a complete Collection System component and equipment inventory;

ii. Routine proactive inspection of the Collection System and cleaning gravity sewer lines as necessary;

iii. Routine preventative maintenance of Pump Stations;

iv. Sealing (where appropriate), and maintenance, of manholes;

v. Identification and remediation of poor construction;

vi. Procedures for ensuring that new sewers and connections are properly designed and constructed (including testing of new sewer installations) to prevent overflows and to ensure that new connections of inflow sources are prohibited;

vii. Procedures for ensuring that rehabilitation projects are properly designed and constructed (including testing of rehabilitation installations) to prevent overflows;

viii. A grease control program that, at a minimum, maps identified grease blockages, notifies pretreatment staff of recurring grease blockages, requires the installation of grease traps or interceptors and/or the implementation of a trap or interceptor cleaning and inspection program, and a proposal that includes scheduled inspection of known problem areas;

ix. A root control program that addresses, at minimum, scheduling and performing corrective measures including both short-term mitigation of root intrusion (i.e., routine maintenance) and rehabilitation of the areas in which root intrusion has

caused recurring blockages (i.e., sewer replacement or relining), and a proposal that includes scheduled inspection of known problem areas;

x. Description of method for documenting complaints, work orders, updates to equipment inventory, and changes to Collection System components, as well as entry of such data into databases comprising the information management system required under subparagraph D of this Paragraph, below;

xi. Corrective maintenance response and reporting procedures;

xii. Adequately trained staff and adequate equipment to ensure that the Sewerage District promptly identifies and addresses problems in its sewer system which lead to SSOs. Within one hundred eighty (180) days following the Date of Entry of this Consent Decree, the Sewerage District shall ensure that all personnel with decision-making authority regarding the operation of the Collection System obtain wastewater operator training and certification consistent with Louisiana State law; and

xiii. Annually update operation and maintenance manuals.

B. Within one hundred eighty (180) days after the Date of Entry of this Consent Decree, the Sewerage District shall provide to EPA and LDEQ a report describing in detail the program required under this Paragraph. Within sixty (60) days of receipt of EPA's and LDEQ's comments on the proposed operation and maintenance program, the Sewerage District shall modify the program accordingly and submit the revised program to EPA and LDEQ for final approval. Upon receipt of EPA's and LDEQ's final approval of the operation and maintenance program, the program shall be incorporated into, and become enforceable under, this Consent

Decree.

C. The Sewerage District shall fully implement the maintenance program required under this Paragraph no later than twelve (12) months from the date of EPA's and LDEQ's final approval of such program as provided in subparagraph 19.B.

D. The Sewerage District shall implement and maintain an information management system program to establish, update, and coordinate data systems used to collect information regarding the operation, maintenance and performance of the Collection System, including Collection System component inventory information, complaints, work orders, location, and the status of work to be implemented and completed under this Consent Decree. The Sewerage District shall design the information management system to assist the Sewerage District in analyzing data necessary to prepare the progress reports required under Paragraph 23, below.

20. **Emergency Response Plan**

A. The Sewerage District shall develop and implement an Emergency Response Plan to adequately protect the health and welfare of persons in the event of any SSOs.

B. Within one hundred eighty (180) days after the Date of Entry of this Consent Decree, the Sewerage District shall provide to EPA and LDEQ for approval an Emergency Response Plan that addresses the actions to be taken by the Sewerage District in the event of SSOs from the Sanitary Sewer Collection System or bypasses at the Tete Bayou Plant. The Emergency Response Plan shall include but not be limited to:

i. A detailed description of the actions the Sewerage District will undertake to immediately provide notice to the public (through the local news media or other means including signs or barricades to restrict access) of the SSO from the Sanitary Sewer Collection System;

ii. A detailed description of the actions the Sewerage District will undertake to provide notice to appropriate federal, state or local agencies/authorities;

iii. A detailed plan (including the development of response standard operating procedures) to minimize the volume of untreated wastewater transmitted to the portion of the Sanitary Sewer Collection System impacted by the events precipitating the SSO to surface waters and to minimize overflow volumes;

iv. A detailed plan of the resources to be used to correct or repair the condition causing or contributing to the SSO;

v. A plan to ensure the preparedness, including responsiveness training of Sewerage District employees, contractors, and personnel of other affected agencies necessary for the effective implementation of the Emergency Response Plan in the event of a SSO; and

vi. Identification of overflow locations within the sewershed served by each Pump Station and those locations at which a SSO is likely to occur first in the event of Pump Station failure for each Pump Station.

vii. The Emergency Response plan shall include station-specific emergency procedures, bypass strategies, and estimated storage capacity (i.e., maximum volume of sewage that can be stored in the event of a Pump Station failure or repair without causing a SSO and estimated time during which sewage can be stored before a SSO will occur). In the event that a repair may cause or lengthen the time of a SSO, the Emergency Response Plan shall provide a procedure for determining when additional storage or pump around will be needed.

C. Within sixty (60) days of receipt of EPA's and LDEQ's comments on the Emergency Response Plan for any SSOs, the Sewerage District shall modify the Emergency Response Plan accordingly and submit the revised Emergency Response Plan to EPA and LDEQ for final approval. Upon final approval by EPA and LDEQ, the Emergency Response Plan shall be incorporated into, and become enforceable under, this Consent Decree. Within thirty (30) days of EPA and LDEQ final approval, the Sewerage District shall implement the Emergency Response Plan.

D. Any dispute with respect to any portion of the Emergency Response Plan required by this Paragraph shall not delay the development or implementation of the undisputed portions of the Emergency Response Plan.

21. **Reporting of Known SSO Events and Recordkeeping**

A. The Sewerage District shall report to LDEQ by oral notification any SSO from any component of the Sewerage District Sanitary Sewer Collection System to any waters of the United States and waters of the State of Louisiana within twenty-four (24) hours of the time the Sewerage District first becomes aware of the SSO. A written report shall also be provided to EPA and LDEQ within five (5) days of the time the Sewerage District first becomes aware of the SSO. Any written report shall be made to the Water Enforcement Division, United States Environmental Protection Agency, Region VI and to the Office of Environmental Compliance, Water Management Administration, LDEQ. The written report shall contain the following:

i. Location of the SSO by street address, or any other appropriate method (i.e., by latitude and longitude);

ii. Name of the receiving water, if applicable, including via separate storm sewer;

iii. An estimate of the volume of sewage discharged;

iv. Description of the sewer system or treatment plant component from which the SSO was released (such as manhole, crack in pipe, pump station wet well or constructed overflow pipe);

v. Estimate of the overflow's impact on public health and to water quality in the receiving water body;

vi. Cause or suspected cause of the SSO;

vii. Estimated date and time when the overflow began and stopped or the anticipated time the SSO is expected to continue;

viii. Steps taken to respond to the SSO;

ix. Steps taken to reduce, eliminate, and prevent reoccurrence of the SSO and a schedule of major milestones for those steps; and

x. Report of all notifications to the public and other agencies or departments.

B. The Sewerage District shall maintain records of the following information for each SSO from the Collection System in accordance with Section XV (Information Collection and Retention), below:

i. The location of the overflow and receiving water, if any;

ii. An estimate of the volume of the overflow;

iii. A description of the sewer system component from which the overflow occurred (e.g., manhole, constructed overflow pipe, crack in pipe, etc.);

iv. The estimated date and time when the overflow began and when it stopped;

v. The cause or suspected cause of the overflow;

vi. Response actions taken;

vii. Steps that have been and will be taken to prevent the overflow from recurring and a schedule for those steps including:

a. work order records associated with investigation and repair of system problems related to the SSOs; and

b. documentation of performance and implementation measures; and

viii. A list and description of complaints from customers or others regarding overflows.

C. The Sewerage District shall maintain a copy of any written reports prepared pursuant to this Paragraph in accordance with Section XV (Information Collection and Retention), below.

VIII. OUTREACH AND PUBLIC AWARENESS

22. The Parties agree that an effective public education program will assist in fulfilling the purpose of this Consent Decree. This is particularly important in advising the public of steps they can take to minimize impact on the Collection System, improve environmental compliance, and educate local groups. Accordingly, the Sewerage District shall develop, implement, and submit to EPA and LDEQ an Outreach and Public Awareness Program within one hundred eighty (180) days after the Date of Entry of this Consent Decree.

IX. REPORTING REQUIREMENTS

23. The Sewerage District shall submit to EPA and LDEQ progress reports which satisfy the following requirements in the manner specified in each subparagraph:

A. Within fifteen (15) days after the end of the first full calendar quarter following the Date of Entry of this Consent Decree, and within fifteen (15) days after the end of each calendar quarter thereafter, the Sewerage District shall report its progress towards compliance with

Paragraph 13 (Construction of an Equalization Basin at the Tete Bayou Plant), above, until construction of the equalization basin is completed.

B. Within fifteen (15) days after the end of the first full calendar quarter following the submittal of the SSO Characterization Report pursuant to Paragraph 15, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall report its progress towards completing the evaluation of each sewershed required by Paragraph 16 (Collection System Evaluation & Sewershed Study Plan), above. The progress report shall provide a summary of the length (in feet) of gravity sewer lines evaluated in each sewershed during the previous reporting period.

C. Within fifteen (15) days after the end of the first full calendar quarter following EPA's and LDEQ's approval of the Sewershed Study Plan for a particular sewershed, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall certify and report its progress towards implementing and completing each Sewershed Study Plan. The progress report shall provide the following information:

i. A summary tabulation of deficiencies identified during the previous reporting period through the inspection conducted pursuant to Paragraph 16, above;

ii. The date of completion of each sewershed study;

iii. A summary of the length (in feet) of gravity sewer lines evaluated in each completed service area during the previous reporting period; and

iv. A summary of rainfall and flow monitoring data for the three month period ending thirty (30) days before the end of the reporting period (organized by

sewershed and sewershed service area where appropriate), which shall at a minimum provide daily rainfall amounts, peak hourly rainfall intensity, daily flow volumes, and peak flow rates for each location at which flow monitoring is carried out.

D. Within fifteen (15) days after the end of the first full calendar quarter following the submittal of the Sewershed Rehabilitation Plan(s) pursuant to Paragraph 17, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall report its progress towards completing the rehabilitation of each sewershed required by Paragraph 17 (Collection System Sewershed Rehabilitation Plan), above. The progress report shall provide a summary of the Sewerage District's progress towards implementing and completing each Sewershed Rehabilitation Plan, including a tabulation of deficiencies corrected during the previous reporting period.

E. Within fifteen (15) days after the end of the first full calendar quarter following the Date of Entry of this Consent Decree, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall submit a report pertaining to subparagraphs 18.A., B. and C. (Illegal Private Sewer Connections), above, that includes:

i. An updated list of known illegal connections;

ii. The specific location of each known illegal sewer connection;

iii. Current status of each known illegal connection (i.e., those newly identified, those still connected, those disconnected, and those newly permitted) in the previous reporting period;

iv. Identity of the person or entity responsible for the known illegal sewer

connection; and

v. The date each known illegal connection was identified.

For purposes of the initial list of illegal connections provided by the Sewerage District under this subparagraph, item v. ("the date each known illegal connection was identified") may be satisfied when the Sewerage District cannot establish the date it first knew of such illegal connection, by stating "unknown."

F. Within fifteen (15) days after the first full calendar quarter following the Date of Entry of this Consent Decree, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall certify and report its progress toward compliance with the provisions of subparagraph 18.D. (Privately Owned Portion of a Customer Service Connection Lateral), above.

G. After implementation of the maintenance program required under Paragraph 19, above, the Sewerage District shall submit an annual report on or before the fifteenth day of January of the year following the reporting year providing:

i. A list of complaints related to the Collection System;

ii. A list of completed work orders for the calendar year being reported;

iii. A list of outstanding work orders;

iv. Current preventive maintenance schedules (task description, location, frequency), description of changes made to the schedules during the calendar year being reported, and certification that the current schedules are being followed;

v. A list of tests performed of new sewer installations and rehabilitations

(location, date, description of new installation and/or rehabilitation);

vi. An evaluation of the efficacy of the grease control program (summary of grease-related blockages identified, corrective action taken, preventive action taken, monthly rate of grease-related blockages and (if available) comparison of current and previous year performance, list of referrals to pretreatment staff, identification of remaining persistent and chronic blockage areas); and

vii. An evaluation of the efficacy of the root control program (summary of root-related blockages identified, corrective action taken, preventive action taken, monthly rate of root-related blockages and (if available) comparison of current and previous year performance, identification of remaining persistent and chronic blockage areas).

H. Within fifteen (15) days after the first full calendar quarter following the Date of Entry of this Consent Decree, and within fifteen (15) days after the end of each half calendar year thereafter, the Sewerage District shall report the following:

i. A description of any problems anticipated with respect to meeting the requirements of Section VII (Remedial Measures) of this Consent Decree;

ii. Any such additional matters as the Sewerage District believes should be brought to the attention of EPA and LDEQ.

24. Unless otherwise provided specifically in Paragraph 23, above, the Sewerage District shall submit each progress report to EPA and LDEQ until termination of this Consent Decree pursuant to Section XXIII (Termination). The Sewerage District may submit the individual

progress reports as one combined submittal to EPA and one combined submittal to LDEQ provided the reporting periods and submittal dates are the same.

25. If the Sewerage District violates any requirement of this Consent Decree, the Sewerage District shall notify the United States and the State of such violation and its likely duration in writing within ten (10) working days of the day the Sewerage District first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, and/or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, the Sewerage District shall include a statement to that effect in the report. The Sewerage District shall investigate to determine the cause of the violation and then shall submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) days of the day the Sewerage District becomes aware of the cause of the violation. Nothing in this Paragraph relieves the Sewerage District of its obligation to provide the requisite notice for purposes of Section XIII (Force Majeure).

26. In the case of any violation or other event that may pose an immediate threat to the public health, welfare, or the environment, the Sewerage District shall notify EPA and the State orally or by electronic or facsimile transmission as soon as possible, but not later than 24 hours after the Sewerage District first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

27. All reports shall be submitted to the persons designated in Section XIX of this Consent Decree (Notices).

28. Each report submitted by the Sewerage District under this Section shall be signed by an official of the submitting party and include the following certification:

> 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 directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

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

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

X. CIVIL PENALTY

31. The Sewerage District shall pay a civil penalty in the amount of FIFTY ONE THOUSAND FOUR HUNDRED DOLLARS ($51,400). Payment shall be due within thirty (30) days after the Date of Entry of this Consent Decree. Payment of the civil penalty shall be made as follows:

A. The Sewerage District shall pay the sum of $25,700 as a civil penalty, together with interest accruing from the date thirty (30) days after this Consent Decree is lodged with the

Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions to be provided to the Sewerage District following lodging of this Consent Decree by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Louisiana. At the time of payment, the Sewerage District shall simultaneously send written notice of payment and a copy of any transmittal documentation (which should reference DOJ case number #90-5-1-1-07473 and the civil action number of this case) to the United States in accordance with Section XX of this Consent Decree (Notices).

B. The Sewerage District shall pay the sum of $25,700 as a civil penalty, together with interest accruing from the date thirty (30) days this Consent Decree is lodged with the Court, to the State in the form of a certified check, made payable to the "Louisiana Department of Environmental Quality," and delivered to Darryl Serio, Office of Management and Finance, Financial Services Division, P.O. Box 4311, Baton Rouge Louisiana, 70821-4311.

XI. INTERIM EFFLUENT LIMITATIONS

32. The interim relief provisions of this Paragraph shall be in effect beginning on the date the Sewerage District starts construction of the equalization basin and ending on the ninetieth (90th) day following the date of completion of construction pursuant to Paragraph 13, above. During this period, the Sewerage District shall not be liable for stipulated penalties for failure to comply with the daily maximum effluent limitations for $cBOD_5$ and TSS as specified in NPDES Permit No. LA0065251, provided that the daily maximum amount of $cBOD_5$ and TSS discharged from the Tete Bayou Plant does not exceed 33 mg/l and 27 mg/l, respectively.

XII. STIPULATED PENALTIES

33. The Sewerage District 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 XIII (Force Majeure). A violation includes failing to perform any obligation required by 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.

Compliance Measures

A. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for each day it fails to meet any of the milestone dates in the schedule required in Paragraph 13, above, for the construction of the Equalization Basin at the Tete Bayou Plant identified therein and for each day it fails to implement and complete any approved Sewershed Study Plan(s) and any approved Sewershed Rehabilitation Plan(s) as required by Paragraphs 16 and 17, above, according to the schedules approved thereunder. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for each failure to meet each milestone date are as follows:

Period of Noncompliance	Penalty per Milestone Date per Day of Violation
1st to 30th day	$ 250
31st to 60th day	$ 900
61st to 90th day	$ 2,250
After 90 days	$ 5,000

B. Provided that the Sewerage District begins construction of the equalization basin on or before the milestone date required under Paragraph 13 and begins implementation of the

Sewershed Study Plan and Sewershed Rehabilitation Plans under Paragraphs 16 and 17, above, by the dates established in the approved schedules, it shall place in an EPA-approved, interest bearing, escrow account any stipulated penalties due for failure to meet an interim construction deadline or interim milestone date. Within thirty (30) days after completion of construction of the equalization basin under Paragraph 13, each sewershed study under Paragraph 16, and the remedial action required under each Sewershed Rehabilitation Plan, the Sewerage District shall pay the stipulated penalties and accrued interest relating to each separate project to the United States and the State of Louisiana, unless the Sewerage District can demonstrate that it met the final date contained in the approved schedule for the completion of the particular project or study, upon which demonstration, that portion of the accrued stipulated penalties shall be returned to the Sewerage District.

C. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for each day it fails to submit a complete SSO Characterization Report by the milestone date identified in Paragraph 15, above; a complete Sewershed Study Plan(s) by the milestone date identified in Paragraph 16, above; and a Sewershed Rehabilitation Plan(s) by the milestone dates identified in Paragraph 17, above. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for each failure to meet each milestone date are as follows:

Period of Noncompliance	Penalty per Milestone Date per Day of Violation
1st to 30th day	$ 250
31st to 60th day	$ 500
61st to 90th day	$ 2,250

After 90 days	$5,000

D. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for each day it fails to develop and implement the illegal private sewer connections program by the milestone dates specified in Paragraph 18, above. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for the Sewerage District's failure to develop and implement the program are as follows:

Period of Noncompliance	Penalty per Element per Day of Violation
1st to 30th day	$ 250
31st to 60th day	$ 500
61st to 90th day	$ 850
After 90 days	$3,500

The Sewerage District shall pay stipulated penalties due for failure to meet the milestone dates set in subparagraph 18.A. and B. into an EPA-approved, interest bearing, escrow account. Upon complete implementation of the approved plan for identification and elimination of illegal private connections, the Sewerage District shall pay such stipulated penalties, with all accrued interest, to the United States and the State of Louisiana, unless the Sewerage District can demonstrate that it has fully implemented the approved plan within two (2) years of the Date of Entry of this Consent Decree.

E. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for its failure to submit, implement and/or complete any of the elements of the Collection System Operation and Maintenance Program set forth in Paragraph 19, above and an Emergency Response Plan as set forth in Paragraph 20, above, in accordance with the

schedules provided therein. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for the Sewerage District's failure to, submit, implement and/or complete any of the elements identified in Paragraph 19 and 20 are as follows:

Period of Noncompliance	Penalty per Element per Day of Violation
1st to 30th day	$ 250
31st to 60th day	$ 500
61st to 90th day	$ 850
After 90 days	$1,500

F. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for each day it fails to submit the Progress Reports identified in Paragraph 23, below, by the milestone dates in this Consent Decree for the submittal of such reports. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for each failure to submit each report by the milestone date are as follows:

Period of Noncompliance	Penalty per Day
1st to 30th day	$ 200
30th to 60th day	$ 500
After 60 days	$ 1,500

G. The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for each day it fails to report SSO Events pursuant to Paragraph 21 by the dates required in this Consent Decree for the submittal of such reports. The stipulated penalties collectively payable to the United States and the State of Louisiana per day for the Sewerage

District's failure to submit the reports are $1,000 per day, per report.

H. Sanitary Sewer Overflows: The Sewerage District shall be liable for stipulated penalties to the United States and the State of Louisiana for all SSOs in the amount set forth in this Paragraph. Notwithstanding the foregoing, the Sewerage District shall not be liable for stipulated penalties for SSOs if all of the following conditions are met:

(i) The Sewerage District stopped the SSO(s) as soon as possible;

(ii) The Sewerage District is in compliance with its Operation and Maintenance Program (Paragraph 19) and its Emergency Response Plan (Paragraph 20); and

(iii) The Sewerage District is in compliance with the schedules in its Sewershed Rehabilitation Plans (Paragraph 17) for each sewershed.

The stipulated penalties collectively payable to the United States and the State of Louisiana per Overflow event are as follows:

Less than 100 gallons	$50
100 to 2,499 gallons	$200
2,500 to 9,999 gallons	$400
10,000 to 99,999 gallons	$1,000
100,000 to 999,999 gallons	$3,000
1 million gallons or more	$5,000

I. Non-Compliant Discharge: The Sewerage District shall be liable for one-half of the stipulated penalties set forth below to the United States and the State of Louisiana for a non-

compliant discharge or for violations of any monitoring or reporting requirement in NPDES Permit No. LA0065251. The stipulated penalties collectively payable to the United States and the State of Louisiana per violation for each non-compliant discharge or failure to monitor and report as required are as follows:

Permit Violation	Penalty per Violation
Exceedance(s) of the daily maximum limit or other non-monthly average limit	$ 1,000
Exceedance(s) of monthly average limits	$ 2,500
Failure to comply with a Monitoring and Reporting Requirement	$ 500

34. Stipulated Penalties under this Section shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated Penalties shall accrue simultaneously for separate violations of this Consent Decree. The United States, or the State, or both may seek Stipulated Penalties under this Section. Where both sovereigns seek Stipulated Penalties for the same violation of this Consent Decree, the Sewerage District shall pay 50 percent to the United States and 50 percent to the State. Where only one sovereign demands Stipulated Penalties for a violation, and the other sovereign does not join in the demand within thirty (30) days of receiving the demand, or timely joins in the demand but subsequently elects to waive or reduce Stipulated Penalties for that violation, the Sewerage District shall pay the Stipulated Penalties due for the violation to the sovereign making the initial

demand, less any amount paid to the other sovereign. The determination by one sovereign not to seek Stipulated Penalties shall not preclude the other sovereign from seeking Stipulated Penalties.

35. The United States or the State may, in the unreviewable exercise of its discretion, reduce or waive Stipulated Penalties otherwise due that sovereign under this Consent Decree.

36. Stipulated Penalties shall continue to accrue during any Dispute Resolution, with interest on accrued penalties payable and calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, the Sewerage District shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) days of the Effective Date of the agreement or the receipt of EPA's decision or order;

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

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

37. Upon demand, except as otherwise provided in subparagraphs 33.B. and D., above,

the Sewerage District shall pay Stipulated Penalties occurring between the date of lodging and the Effective Date of this Consent Decree within thirty (30) days of the Effective Date of this Consent Decree.

38. Upon demand, except as otherwise provided in subparagraphs 33.B. and D., above, the Sewerage District shall, as directed by the United States, pay Stipulated Penalties owing to the United States by EFT in accordance with Section X, above; and as directed by the State, pay Stipulated Penalties owing to the State by certified check in accordance with Section X.

39. If the Sewerage District fails to pay Stipulated Penalties according to the terms of this Consent Decree, the United States and the State shall be entitled to collect interest on such penalties, as provided for in 28 U.S.C. § 1961.

40. Subject to the provisions of Section XVI of this Consent Decree (Effect of Settlement/Reservation of Rights), the Stipulated Penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or the State for the Sewerage District's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, the Sewerage District shall be allowed a credit, for any Stipulated Penalties paid, against any statutory penalties imposed for such violation.

XIII. FORCE MAJEURE

41. A "force majeure event" is any event beyond the control of the Sewerage District, its contractors, or any entity controlled by the Sewerage District that delays the performance of any obligation under this Consent Decree despite the Sewerage District's best efforts to fulfill the obligation. "Best efforts" includes anticipating any potential force majeure event and addressing

the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include the Sewerage District's financial inability to perform any obligation under this Consent Decree.

42. The Sewerage District shall provide notice orally or by electronic or facsimile transmission as soon as possible, but not later than 72 hours after the time the Sewerage District first knew of, or by the exercise of best efforts, should have known of, a claimed force majeure event. The Sewerage District shall also provide written notice, as provided in Section XIX of this Consent Decree (Notices), within seven (7) days of the time the Sewerage District first knew of, or by the exercise of best efforts, should have known of, the event. The notice shall state the anticipated duration of any delay; its cause(s); the Sewerage District's past and proposed actions to prevent or minimize any delay; a schedule for carrying out those actions; and the Sewerage District's rationale for attributing any delay to a force majeure event. Failure to give such notice shall preclude the Sewerage District from asserting any claim of force majeure. The Sewerage District shall be deemed to know of any circumstance of which the Sewerage District, its contractors, or any entity controlled by the Sewerage District knew or, through best efforts, should have known. Timely notice under this Paragraph by the City shall be deemed timely notice by the Sewerage District.

43. If the United States, after consultation with LDEQ, agrees that a force majeure event has occurred, the United States may agree to extend the time for the Sewerage District to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation.

44. If the United States, after consultation with LDEQ, does not agree that a force majeure event has occurred, or does not agree to the extension of time sought by the Sewerage District, the United States' position shall be binding, unless the Sewerage District invokes Dispute Resolution under Section XIV of this Consent Decree. In any such dispute, the Sewerage District bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event; that the Sewerage District gave the notice required by this Paragraph that the force majeure event caused any delay the Sewerage District claims was attributable to that event; and that the Sewerage District exercised best efforts to prevent or minimize any delay caused by the event.

XIV. DISPUTE RESOLUTION

45. 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. However, such procedures shall not apply to actions by the United States to enforce obligations of the Sewerage District that have not been disputed in accordance with this Section.

46. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of good-faith informal negotiations between the parties to the dispute. The goal of the informal negotiations shall be to resolve the dispute without further proceedings. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless (a) EPA or LDEQ (whichever is party to the dispute), in their sole discretion, determines that a shorter period shall be allowed due to an immediate threat to the environment or (b) all parties to the dispute agree in writing to an extension. The dispute shall be

considered to have arisen when the Sewerage District sends Plaintiffs a written Notice of Dispute. The Notice of Dispute shall contain a concise statement of the issue or issues in dispute. If informal negotiations result in an agreement between the parties to the dispute, then those parties shall state the agreement in a single document in writing. If informal negotiations do not result in an agreement between the parties to the dispute, then the agency that issued the disputed decision shall provide to the Sewerage District in writing its opinion on the disputed issue or issues.

47. A. If the parties to the dispute cannot resolve it by informal dispute resolution, then the position advanced by the agency that issued the disputed decision shall be considered binding unless, within fifteen (15) days after the issuance of a written opinion under Paragraph 48, below, by the agency that issued the disputed decision, the Sewerage District invokes the formal dispute resolution procedures of this Section by serving on the agency that issued the disputed decision a written Statement of Position on the matter in dispute. In its Statement of Position, the Sewerage District shall describe the subject of the dispute, state its position on the dispute, and set forth in detail the basis for that position. The Statement of Position shall include the factual data, analysis, and opinions supporting the Sewerage District's position and the supporting documentation relied upon by the Sewerage District. The Statement of Position shall specify the Sewerage District's position as to whether formal dispute resolution should proceed under Paragraph 48 or Paragraph 49, below.

B. Within fifteen (15) days after receipt of the Sewerage District's Statement of Position, the agency that issued the disputed decision will serve on the Sewerage District its Statement of Position. In its Statement of Position, that agency shall describe the subject of the

dispute, state its position on the dispute, and set forth in detail the basis for that position. The Statement of Position shall include the factual data, analysis, and opinions supporting the agency's position and the supporting documentation relied upon by it. The Statement of Position shall specify the agency's position as to whether formal dispute resolution should proceed under Paragraph 48 or 49, below.

C. Within seven (7) days after receipt of the Statement of Position by the agency that issued the disputed decision, the Sewerage District may submit a Reply to that agency's Statement of Position.

D. If there is disagreement between the parties to the dispute as to whether dispute resolution should proceed under Paragraph 48 or 49, below, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by the agency that issued the disputed decision to be applicable. However, after a decision is issued under subparagraph 48.B. or 49.A., if the Sewerage District appeals the dispute to the Court for resolution under subparagraph 48.C. or 49.A., the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 48 and 49.

48. The formal dispute resolution procedures set forth in this Paragraph shall apply to disputes pertaining to matters that are accorded review on the administrative record under applicable principles of administrative law. The provisions of this Paragraph shall apply, without limitation, to (1) disputes regarding items requiring approval by EPA and LDEQ under this Consent Decree including, but not limited to, disputes regarding the adequacy or appropriateness of and procedures to implement Work, and (2) disputes regarding the selection, evaluation, implementation, performance, or adequacy of any Work.

A. An administrative record of the dispute shall be maintained by the agency that issued the disputed decision and shall contain all Statements of Position submitted pursuant to Paragraph 47, above, including supporting documentation, submitted pursuant to this Section. Where appropriate, the agency that issued the disputed decision may allow submittal of supplemental statements of position by the parties to the dispute.

B. In a case where the disputed decision was issued by EPA, the Director of the Compliance Assurance and Enforcement Division for EPA Region VI will issue a final administrative decision resolving the dispute based on the administrative record described in Subparagraph 48.A., above. In a case where the disputed decision was issued by LDEQ, the Secretary of LDEQ will issue a final administrative decision resolving the dispute based on the administrative record described in Subparagraph 48.A., above. This decision shall be binding upon the Sewerage District subject only to the right to seek judicial review pursuant to Subparagraphs 48.C. and D., below.

C. Any administrative decision pursuant to Subparagraph 48.B., above, shall be reviewable by the Court, provided that a motion for judicial review of the decision is filed by the Sewerage District with the Court and served on all Parties as provided for in Section XX (Notices) within twenty (20) days of receipt of the decision. The motion shall include a description of the matter in dispute, the efforts made to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. Both EPA and LDEQ may file a response to the Sewerage District's motion.

D. In proceedings on any dispute governed by this Paragraph, the Sewerage District shall have the burden of demonstrating that the decision under Subparagraph 48.B.,

above, is arbitrary and capricious or otherwise not in accordance with law. Judicial review of decisions under Subparagraph 48.B., above, shall be limited to the administrative record compiled pursuant to Subparagraph 48.A., above.

49. Formal dispute resolution for disputes that do not pertain to (1) the adequacy or appropriateness of and procedures to implement Work; (2) the selection, evaluation, implementation, performance, or adequacy of any Work; or (3) that are not otherwise accorded review on the administrative record under applicable principles of administrative law shall be governed by this Paragraph. The provisions of this Paragraph shall apply, without limitation, to disputes arising under Section XIII (Force Majeure) regarding whether any failure by the Sewerage District to meet a deadline was caused by a force majeure event.

A. In a case where the disputed decision was issued by EPA, the Director of the Compliance Assurance and Enforcement Division, EPA Region VI will issue a final decision resolving the dispute. In a case where the disputed decision was issued by LDEQ, the Secretary of LDEQ will issue a final decision resolving the dispute. Such decision shall be binding on the Sewerage District unless, within twenty (20) days of receipt of the decision, the Sewerage District files with the Court and serves on the other Parties, as provided for in Section XX (Notices), a motion for judicial review of the decision(s) setting forth the matter in dispute, the efforts made to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. Both EPA and LDEQ may file a response to the Sewerage District's motion.

B. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

50. In the event of any re-organization of EPA which affects the Compliance Assurance and Enforcement Division for EPA Region VI and/or any substantial change in the responsibilities of the Director of the Compliance Assurance and Enforcement Division for EPA Region VI, EPA may notify the Sewerage District that the authorities and responsibilities of the Director of the Compliance Assurance and Enforcement Division for EPA Region VI will be transferred to an official specified in the notice.

51. Invocation of the dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Sewerage District under this Consent Decree not directly in dispute, unless EPA and LDEQ agree otherwise or the Court so orders or directs.

XV. INFORMATION COLLECTION AND RETENTION

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

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

b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by the Sewerage District or its representative, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess the Sewerage District's compliance with this Consent Decree.

53. Upon request, the Sewerage District shall provide EPA and the State or their authorized representatives splits of any samples taken by the Sewerage District. Upon request,

EPA and the State shall provide the Sewerage District splits of any samples taken by EPA or the State.

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

55. At the conclusion of the document-retention period provided in the preceding Paragraph, the Sewerage District shall notify the United States and the State at least ninety (90) days prior to the destruction of any records or documents subject to the requirements of the preceding Paragraph, and, upon request by the United States or the State, the Sewerage District shall deliver any such records or documents to EPA or the State.

56. The Sewerage District may assert that certain documents, records, or other information, subject to the provisions of this Section, is privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Sewerage District asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the

document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by the Sewerage District. However, no documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged.

57. 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.

XVI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

58. This Consent Decree resolves the civil claims of the United States for the violations of Sections 301 and 402 of the Clean Water Act as alleged in the Complaint filed by the United States, and the claims of the State of Louisiana for violations of Sections 301 and 402 of the Clean Water Act and La. R.S. 30:2075 and 2076(A) as alleged in the Complaint joined by the State of Louisiana filed in this action through the date of lodging.

59. This Consent Decree shall not be construed to prevent or limit the rights of the United States or the State to obtain penalties or injunctive relief under the CWA, or under other federal or state laws, regulations, or permit conditions, except as expressly specified herein.

60. The Sewerage District is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and the Sewerage District's compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The

United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that the Sewerage District's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA.

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

62. 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.

63. 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 herein. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health, welfare, or the environment arising at, or posed by, the Sewerage District's facilities whether related to the violations addressed in this Consent Decree or otherwise.

XVII. COSTS OF SUIT

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

XVIII. REVIEW OF SUBMITTALS

65. After review of any plan, report, or other item that is required to be submitted

pursuant to this Consent Decree, EPA, after consultation with LDEQ, shall in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

66. If the submission is approved pursuant to Subparagraph 65(a), the Sewerage District shall take all actions required by the plan, report, or other item, as approved. If the submission is conditionally approved or approved only in part, pursuant to Subparagraphs 65(b) or (c), the Sewerage District shall, upon written direction of EPA, after consultation with LDEQ, take all actions required by the approved plan, report, or other item that EPA and LDEQ determine are technically severable from any disapproved portions, subject to the Sewerage District's right to dispute only the specified conditions or the disapproved portions, under Section XIV of this Consent Decree (Dispute Resolution).

67. If the submission is disapproved in whole or in part pursuant to Subparagraph 65(c) or (d), the Sewerage District shall, within forty-five (45) days or such other time as the Parties agree in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval.

68. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with LDEQ, may again require the Sewerage District to correct any deficiencies, in accordance with this Section, subject to the Sewerage District's right to invoke Dispute Resolution.

69. If EPA fails to notify the Sewerage District of its approval or disapproval, or otherwise provide comments, within sixty (60) days after receiving the submittal, the completion dates for each milestone in the submittal, once approved, shall be deemed extended by the

number of days beyond sixty (60) that EPA and LDEQ took for such approval, disapproval or comment.

XIX. NOTICES

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

As to the United States:
Chief,
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Reference: DOJ Case No. 90-5-1-1-07473

As to EPA:
Chief, Water Enforcement Branch (6EN-W)
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region VI
1445 Ross Avenue
Dallas, Texas 75202-2733

As to LDEQ:
R. Bruce Hammatt
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality
P.O. Box 4312
Baton Rouge, Louisiana 70821-4312

As to the Defendant:
Joe Gonzalez, Executive Director
Sewerage District No. 1 of Iberia Parish
2617 Northside Road, Suite 100
New Iberia, Louisiana 70563-0953

71. Any Party may, by written notice to the other Parties, change its designated notice

recipient or notice address provided above.

72. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing. Notifications to or communications, if received, shall be deemed submitted on the date they are postmarked and sent by certified mail, return receipt requested or, when sent by non-postal delivery, the date of pickup provided same is for next day delivery.

XX. EFFECTIVE DATE

73. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

XXI. RETENTION OF JURISDICTION

74. The Court shall retain jurisdiction of this case until termination of this Consent Decree, for the purpose of enabling any of the Parties to apply to the Court for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIV of this Consent Decree (Dispute Resolution).

XXII. MODIFICATION

75. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court. The terms and schedules approved by EPA and LDEQ pursuant to Section XIX (Review of Submittals) may be modified upon written agreement of the Parties without Court approval, unless any such modification effects a material change to the terms of this Consent Decree or materially affects

the Sewerage District's ability to meet the objectives of this Consent Decree.

XXIII. TERMINATION

76. After the Sewerage District has demonstrated continuous and satisfactory compliance with the terms and conditions of this Consent Decree for a period of twelve (12) months following the completion of construction of all elements of the Collection System remedial measures related to the Tete Bayou Plant and its Collection System, including compliance with each of the following requirements: remedial measures (Section VII), outreach and public awareness (Section VIII), reporting (Section IX), civil penalties (Section X), and stipulated penalties (Section XII), the Sewerage District may serve upon the United States and the State a Request for Termination, stating that the Sewerage District has satisfied these requirements, together with all necessary supporting documentation.

77. Following receipt by the United States and the State of the Sewerage District's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether the Sewerage District 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 Parties shall submit, for the Court's approval, a joint stipulation terminating this Consent Decree.

78. If the United States after consultation with the State does not agree that this Consent Decree may be terminated, the Sewerage District may invoke Dispute Resolution under Section XIV of this Consent Decree. However, the Sewerage District shall not seek judicial resolution of any dispute until ninety (90) days after service of its Request for Termination.

XXIV. PUBLIC PARTICIPATION

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

80. The Parties agree and acknowledge that final approval by the State of Louisiana, Department of Environmental Quality, and entry of this Consent Decree is subject to the requirements of La. R.S. 30:2050.7, which provides for public notice of this Consent Decree in newspapers of general circulation and the official journals of the Parish of Iberia, and opportunity for public comment, consideration of any comments, and concurrence by the State Attorney General. This Paragraph does not create any rights exercisable by the Sewerage District.

XXV. CONTINGENT LIABILITY OF STATE OF LOUISIANA

81. This Consent Decree does not resolve the contingent liability of the State of Louisiana under Section 309(e) of the Act, 33 U.S.C. § 1319(e). The United States specifically reserves its claims against the State, and the State reserves its defenses.

XXVI. SIGNATORIES/SERVICE

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

83. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

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

85. The Sewerage District 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 Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVII. INTEGRATION/APPENDIX

86. This Consent Decree and its Appendix constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree and supersede all prior agreements and understandings, whether oral or written. Other than the Appendix, which is attached to and incorporated in 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.

XXVIII. FINAL JUDGMENT

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

XXIX. APPENDIX

88. The following appendix is attached to and incorporated into this Consent Decree:

"Appendix A" is Chapters 3-4 of the SSES Handbook: *Sewer System Infrastructure Analysis and Rehabilitation.*

Dated and entered this _____ day of _____, _____.

_____
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

Date: 3.27.04

Tom Sansonetti

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

Date: 3.30.04

Richard Gladstein

RICHARD GLADSTEIN
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-1711

FOR THE UNITED STATES OF AMERICA:

DONALD WASHINGTON
United States Attorney
Western District of Louisiana

KATHERINE VINCENT
Assistant United States Attorney
United States Attorney's Office
Western District of Louisiana
800 Lafayette Street, Suite 2200
Lafayette, Louisiana 70501
(337) 262-6706

FOR THE ENVIRONMENTAL PROTECTION AGENCY:

Date: 12/17/03

for **JOHN PETER SUAREZ**
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
Washington, D.C. 20460

FOR THE ENVIRONMENTAL PROTECTION AGENCY:

Date: 03-31-04

RICHARD E. GREENE
Regional Administrator
U.S. Environmental Protection Agency, Region VI
1445 Ross Avenue
Dallas, Texas 75202-2733

Date: MAR 0 1 2004

YERUSHA BEAVER
Assistant Regional Counsel (6RC-EW)
Environmental Protection Agency, Region VI
1445 Ross Avenue
Dallas, Texas 75202

OF COUNSEL:

ELYSE DIBIAGIO-WOOD
Attorney/Advisor
Office of Regulatory Enforcement
United States Environmental Protection Agency
1200 Pennsylvania Ave, NW
Washington, D.C. 20460

FOR THE STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date: 3/30/04

R. Bruce Hammatt

R. BRUCE HAMMATT
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality
P.O. Box 4312
Baton Rouge, Louisiana 70821-4312

Date: 3-30-04

TED R. BROYLES, II
SENIOR ATTORNEY
Office of the Secretary
Legal Services Division
Louisiana Department of Environmental Quality
P.O. Box 4302
Baton Rouge, Louisiana 70821-4302

FOR SEWERAGE DISTRICT NO. 1 OF IBERIA PARISH :

Date: 02/20/04

Creig Migues

CREIG MIGUES, Chairman
Board of Supervisors of
Sewerage District No. 1 of Iberia Parish
2617 Northside Road, Suite 100
New Iberia, Louisiana 70563

Date: 02/20/04

ALEX LOPRESTO
Attorney for Sewerage District No. 1
of Iberia Parish
110 French Street
New Iberia, Louisiana 70560

RECEIVED
DEC 15 2004
ROBERT H. SHEMWELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

FILED
WESTERN DISTRICT OF LA
ROBERT H. SHEMWELL, CLERK
DATE 12/21/04
BY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

UNITED STATES OF AMERICA, and STATE OF LOUISIANA, Plaintiffs,	§	
v.	§	CIVIL ACTION NO. 6:04CV1352
	§	JUDGE MELANÇON
	§	MAGISTRATE JUDGE HILL
SEWERAGE DISTRICT NO. 1 OF IBERIA PARISH, Defendant.	§	

ORDER APPROVING ENTRY OF CONSENT DECREE

Upon consideration of the plaintiffs' Motion for Entry of the Consent Decree among the United States, the State of Louisiana, and Sewerage District No. 1 of Iberia Parish in the above-captioned case, and for good cause shown, the plaintiffs' Motion be and hereby is GRANTED and the Consent Decree is entered. The Court has signed the Consent Decree reflecting its approval of the proposed Consent Decree. This Consent Decree shall constitute a final judgment between and among the United States, the State of Louisiana, and the Sewerage District No. 1 of Iberia Parish. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 20th DAY OF December, 2004

UNITED STATES DISTRICT JUDGE

COPY SENT
DATE 12/21/04
BY
TO