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WHEREAS the City of St. Martinville, Louisiana (referred to herein as “St. Martinville” or “Defendant”), a city located in St. Martin Parish, which has a population of approximately 7000 people, discharged and discharges pollutants into navigable waters of the United States and Waters of the State of Louisiana from a publically-owned treatment works (“POTW”) owned and operated by St. Martinville pursuant to National Pollutant Discharge Elimination System (“NPDES”) Permit No. LA0040941 (“the 1990 NPDES Permit”), effective on February 1, 1990, the re-issued NPDES Permit No. LA0040941 (“the 1996 NPDES Permit”), effective November 1, 1996, and the Louisiana Pollutant Discharge Elimination System (“LPDES”) Permit No. LA0040941, effective from January 1, 2007 (“the 2007 LPDES Permit”);

WHEREAS Plaintiff, United States of America, by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”) filed a Complaint against St. Martinville in this action seeking injunctive relief, and civil penalties pursuant to Clean Water Act (“CWA”) Sections 301 and 309, 33 U.S.C. §§ 1311 & 1319, and the State of Louisiana through the Louisiana Department of Environmental Quality (“LDEQ”) filed a Complaint in Intervention against St. Martinville in this action seeking injunctive relief, and civil penalties pursuant to Louisiana R.S. 30:2025(G)(1);

WHEREAS St. Martinville filed a third-party complaint against Lemna Corporation seeking to have Lemna Corporation held liable for any penalties, damages, and/or injunctive relief ordered against St. Martinville;

WHEREAS the United States and Louisiana allege that St. Martinville violated CWA Section 301, 33 U.S.C. § 1311, and Louisiana R.S. 30:2025(G)(1) by exceeding the effluent

limits in the 1990 NPDES Permit and the 1996 NPDES Permit, by violating the operation and maintenance requirements of the 1990 NPDES Permit and the 1996 NPDES Permit, by having Sanitary Sewer Overflows from its Collection System, by violating the record keeping requirements of the 1990 NPDES Permit and the 1996 NPDES Permit, by violating the monitoring requirements of the 1990 NPDES Permit and the 1996 NPDES Permit, and by violating the flow measurement requirements of the 1990 NPDES Permit and the 1996 NPDES Permit;

WHEREAS effluent from St. Martinville's POTW is currently discharged into the Cypress Island Coulee, and St. Martinville plans to relocate the discharge point to the Cypress Island Coulee Wetland. EPA and LDEQ have determined that if St. Martinville relocates its system to discharge to the Cypress Island Coulee Wetland, it is reasonably likely that St. Martinville will be able to comply with the "Final Effluent Limitations and Monitoring Requirements" specified on page 4 of 4 of Part I of the 2007 LPDES Permit.

WHEREAS St. Martinville and Lemna Corporation do not admit any liability arising out of the transactions or occurrences alleged in the Complaint;

WHEREAS for purposes of this Consent Decree, St. Martinville agrees that the Complaint states claims upon which relief may be granted pursuant to CWA Sections 301 and 309, 33 U.S.C. §§ 1311 and 1319, and Louisiana R.S. 30:2025(G)(1);

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

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue) and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, 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, 1367(a) and 1355, and CWA Section 309(b), 33 U.S.C. § 1319(b) and over the Parties. Venue lies in this District pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391 (b) and 1395(a), because St. Martinville resides and is located in this judicial district, and the violations alleged in the Complaint are alleged to have occurred in, and St. Martinville conducts business in, this judicial district. For purposes of this Decree, St. Martinville does not contest the Court's jurisdiction over this action or over St. Martinville and does not contest venue in this judicial district.

## **II. APPLICABILITY**

2. The obligations of this Consent Decree apply to and are binding upon the United States, LDEQ, and upon St. Martinville, its agents, successors, and assigns.

3. At least thirty (30) days prior to transferring ownership or operation of the ("POTW") or the Collection System to any other person, St. Martinville shall provide a copy of this Consent Decree to each prospective successor owner or operator and shall simultaneously verify such by a written notice to EPA Region VI, the United States Attorney for the Western District of Louisiana, and LDEQ in accordance with Section XVI (Notices). Any such transfer must be conditioned upon the transferee's agreement to undertake the obligations required by

this Decree, and no such transfer shall relieve St. Martinville of its obligation to ensure that the terms of the Decree are implemented.

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

5. In any action to enforce this Consent Decree, St. Martinville shall not raise as a defense the failure by any of its officials, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

### III. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the CWA or in regulations promulgated pursuant to the CWA, shall have the meaning assigned to them in the CWA and such regulations. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- “Calendar Half Year” means one of the following six month time periods: January to June or July to December.
- “CMOM Program” means the Capacity, Management, Operations, and Maintenance Program attached to this Consent Decree as Attachment A.
- “Collection System” means the sanitary sewage collection and transmission system (including, but not limited to, all pipes, force mains, gravity sewer lines, lift stations, pump stations, manholes, and appurtenances thereto) owned or operated by St. Martinville and designed to convey wastewater to the POTW.
- “Consent Decree” means this document titled “Consent Decree” and all Attachments listed in Section XXV (Attachment).

- “CWA” means the Clean Water Act, as amended, 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.
- “Day” means 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.
- “Defendant” means the City of St. Martinville, Louisiana.
- “Effective Date” means the date of entry of this Consent Decree by the Court after satisfaction of the public notice and comment procedures set forth in Section XXI (Public Participation).
- “EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- “Infiltration and Inflow” or “I & I” means the infiltration and the inflow into the Collection System.
- “Infiltration” means the water entering a sewer system and service connections from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.
- “Inflow” means the water discharged to a sewer system, including service connections, from such sources as, but not limited to, roof leaders; cellar, yard, and area drains; crushed laterals; foundation drains; cooling water discharge; drains from springs and swampy areas; manhole covers; cross-connections from storm sewers; catch basin laterals; stormwater; surface runoff; street wash water; or drainage.
- “Interest” means interest accruing on a sum calculated in the manner provided by 28 U.S.C. § 1961.
- “LDEQ” means the Louisiana Department of Environmental Quality and any successor departments or agencies of the State of Louisiana.
- “2007 LPDES Permit” means a Louisiana Pollutant Discharge Elimination System Permit issued by LDEQ, effective January 1, 2007, with permit no. LA0040941 and any subsequent amendment, modification, renewal, extension, or superceding permit.

- “1990 NPDES Permit” means NPDES Permit No. LA0040941, effective on February 1, 1990. The 1990 NPDES Permit was superceded by the 1996 NPDES Permit.
- “1996 NPDES Permit” means the re-issued NPDES Permit No. LA0040941, effective November 1, 1996. The 1996 NPDES Permit was superceded by the 2006 LPDES Permit.
- “Paragraph” means a portion of this Consent Decree identified by an arabic numeral.
- “Parties” means St. Martinville, the United States, and LDEQ.
- “Plaintiffs” means the United States and LDEQ.
- “POTW” means the publicly owned treatment works that is owned and operated by St. Martinville and that is located two (2) miles west of St. Martinville’s limits and one (1) mile north of State Highway, St Martin Parish, Louisiana.
- Sanitary Sewer Overflow or “SSO” means any Unauthorized Discharge from the Collection System.
- “Section” means a portion of this Decree identified by a uppercase roman numeral.
- “State of Louisiana” means the State of Louisiana acting through the LDEQ.
- “St. Martinville” shall mean the City of St. Martinville, Louisiana.
- “United States” shall mean the United States of America, acting on behalf of EPA.
- “Unauthorized Discharge” means any discharge of wastewater from the Collection System or the POTW via any location other than the outfall specified in the 2007 LPDES Permit (or in any NPDES or LPDES permit which supercedes the 2007 LPDES Permit), regardless of whether such discharge reaches navigable waters. The term does not include discharges that do not violate the CWA or regulations enacted pursuant to the CWA or applicable State laws and regulations.

#### IV. CIVIL PENALTY

7. St. Martinville shall pay a civil penalty in the amount of \$49,926.28. Payment shall be made in two parts as follows:

A. The first civil penalty payment is due on either July 15, 2009 or within thirty days after the Effective Date, whichever date is later. Payment of the civil penalty shall be made as follows:

i. St. Martinville shall pay \$15,000 to the United States. 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 St. Martinville following lodging of the 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, St. Martinville shall simultaneously send written notice of payment identifying the payment as a civil penalty and a copy of any transmittal documentation. The transmittal documentation should reference the caption of this case (U.S. and La. v. City of St. Martinville, No. CV00-1238-L-O (W.D. La.)), DOJ case number 90-5-1-1-06041, and USAO No. 2000V00176 and copies should be sent to the United States and LDEQ in accordance with Section XVI (Notices).

ii. St. Martinville shall pay \$15,000 to LDEQ. All payments made to the LDEQ under this Paragraph shall be made by certified cashier’s check made payable to the “Louisiana Department of Environmental Quality.” The check shall be mailed to:

Darryl Serio  
Fiscal Director  
Office of Management and Finance  
Louisiana Department of Environmental Quality  
P.O. Box 4303  
Baton Rouge LA 70821-4303

The transmittal documentation should reference the caption of this case (U.S. and La. v. City of St. Martinville, No. CV00-1238-L-O (W.D. La.)), DOJ case number 90-5-1-1-06041, and USAO No. 2000V00176 and copies should be sent to the United States and LDEQ in accordance with Section XVI (Notices).

B. The second civil penalty payment is due on either July 15, 2010 or within thirty days after the Effective Date, whichever date is later. Payment of the civil penalty shall be made as follows:

i. St. Martinville shall pay \$9,963.14 plus Interest accruing from July 15, 2009 to the date of payment to the United States. Payment of the total amount shall be made as provide in Subparagraph 7(A)(i). For purposes of this Subparagraph, for the period July 15, 2009 to July 15, 2010, Interest shall be calculated as provided in 28 U.S.C. § 1961 using the rate that would be in effect for a judgment issued on January 12, 2009 (0.37%). For any interest accruing after July 15, 2010, Interest shall be applied to the principal plus interest for the prior year and calculated as provided in 28 U.S.C. § 1961 using the rate that would be in effect for a judgment issued on July 15, 2010.

ii. St. Martinville shall pay \$9,963.14 plus Interest accruing from July 15, 2009 to the date of payment to LDEQ. Payment of the total amount shall be made as provide in Subparagraph 7(A)(ii). For purposes of this Subparagraph,

for the period July 15, 2009 to July 15, 2010, Interest shall be calculated as provided in 28 U.S.C. § 1961 using the rate that would be in effect for a judgment issued on January 12, 2009 (0.37%). For any interest accruing after July 15, 2010, Interest shall be applied to the principal plus interest for the prior year and calculated as provided in 28 U.S.C. § 1961 using the rate that would be in effect for a judgment issued on July 15, 2010.

8. If St. Martinville does not timely pay the civil penalties required by Subparagraph 7(A), then all civil penalties to be paid under Paragraph 7 shall become due and owing immediately.

#### **V. PURPOSE**

9. It is the express purpose of the Parties in executing this Consent Decree that St. Martinville achieve and maintain compliance with the CWA, the regulations promulgated thereunder, the 2007 LPDES Permit, and applicable state law.

#### **VI. RELOCATION OF DISCHARGE FROM PUBLICALLY OWNED TREATMENT SYSTEM**

10. St. Martinville shall complete construction of the system to discharge from its POTW to Cypress Island Coulee Wetland (as described in Part II(A)(9) of the 2007 LPDES Permit) by the Deadline defined in this Paragraph. The Deadline shall be December 30, 2010 or any later date set in an amendment to the 2007 LPDES Permit for completion of construction of the system to discharge from the POTW to Cypress Island Coulee Wetland. Upon either completion of construction or the Deadline, whichever is earlier, St. Martinville shall achieve the Final Effluent Limitations and Monitoring Requirements specified on page 4 of 4 of Part I of the 2007 LPDES Permit. Any applications by St. Martinville for a modification of the 2007 LPDES

Permit would be handled as set forth in the applicable regulations at LAC 33:IX.Chapter 29 and 31, La. R.S. 30:2050.21, and 40 C.F.R. Part 123, Subpart C, and Part 124; and review of any such application would be in accordance with the standards in effect thereunder.

## VII. COLLECTION SYSTEM REMEDIAL PROGRAM

11. St. Martinville shall implement the Capacity, Management, Operations, and Maintenance (“CMOM”) Program that is attached to this Consent Decree as Attachment A.

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

## VIII. REVIEW OF SUBMITTALS

13. After review of any plan, report, or other item that is required to be submitted to EPA and LDEQ pursuant to this Consent Decree, EPA and 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.

14. If the submission is approved pursuant to Subparagraph 13(A), St. Martinville 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 13(B) or (C), St. Martinville shall, upon written direction of EPA and 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 St. Martinville's right to dispute the specified conditions or the disapproved portions as provided in Paragraph 57.

15. If the submission is disapproved in whole or in part pursuant to Subparagraphs 13(C) or (D), St. Martinville shall, within thirty (30) 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. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA and LDEQ may again require St. Martinville to correct any deficiencies, in accordance with this Section, subject to St. Martinville's right as provided in Paragraph 57.

#### **IX. REPORTING REQUIREMENTS**

16. St. Martinville shall submit the following reports:

A. Semi-annually on each July 30 and January 30 after the Date of Lodging and until termination of this Consent Decree pursuant to Section XIX (Termination), St. Martinville shall submit a Semi-Annual Progress Report which shall cover the most recently completed Calendar Half Year (i.e. the period from January to June or from July to December). The Semi-Annual Progress Report shall include the following:

i. Status of any construction or compliance measures and completion of milestones regarding the POTW and the Collection System. In the first Semi-Annual Progress Report submitted after St. Martinville completes construction of the system to discharge from its POTW to Cypress Island Coulee wetland, St. Martinville shall report the date on which construction was completed and the date on which it provided notice to LDEQ and EPA as required by Part II(A)(9) of the 2007 LPDES Permit;

ii. A summary of work on the Collection System during the previous Calendar Half Year quarter including a description of diagnostic testing and repair completed;

iii. A statement of the number of customer complaints for streets and sewers that St. Martinville has received during each month of the previous Calendar Half Year and the number of those citizen complaints resulting from problems on private property, St. Martinville property, and both private property and St. Martinville property;

iv. Monthly summaries of daily rainfall measured to at least the nearest 0.1 inch measured at the treatment ponds of the POTW and daily 24-hour pond influent flow data measured to at least the nearest 0.01 million gallons per day. For each month St. Martinville shall report population-normalized dry weather treatment pond influent flows in terms of gallons per capita per day (GPCD) and; for any specific rainfall events greater than 2 inches in 24 hours,

population normalized rainfall event treatment pond influent flows in terms of GPCD, as estimated by City Engineer.

B. If St. Martinville violates any requirement of this Consent Decree or of the 2007 LPDES Permit (not including a violation of an effluent limitation in the 2007 LPDES Permit), St. Martinville shall notify the United States and the LDEQ of such violation and its likely duration in writing by the applicable deadline specified in 40 C.F.R. § 122.41(6) and/or the CMOM Program (Attachment A), or, if no applicable deadline is specified in 40 C.F.R. § 122.41(6) or the CMOM Program (Attachment A), then by the 25th day of the month following the date 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, St. Martinville shall include a statement to that effect in the report. St. Martinville shall immediately 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 St. Martinville becomes aware of the cause of the violation. If St. Martinville seeks to invoke force majeure, it shall comply with the requirements of Section XI (Force Majeure).

17. All reports required to be submitted under this Section shall be submitted to EPA and LDEQ as provided in Section XVI (Notices).

18. Each report submitted by St. Martinville 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 I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared under my direction or supervision in

a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my inquiry of those individuals immediately responsible for obtaining the information, that I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

19. St. Martinville shall retain all underlying documents from which it has compiled any report or other submission required by this Consent Decree until five years after termination of the Consent Decree.

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

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

#### **X. STIPULATED PENALTIES**

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

23. Late Payment of Civil Penalty. If St. Martinville fails to pay the civil penalties required to be paid under Section IV (Civil Penalty) when due, St. Martinville shall be liable to

Plaintiffs for stipulated penalties of \$500 per day for each day that the payment is late. Any civil penalty payments after the due date are to be made in accordance with the requirements of Paragraph 7. Any Stipulated Penalty payments pursuant to this Paragraph shall be paid in accordance with the requirements specified in this Section.

24. Failure to timely complete construction of system to discharge from POTW to Cypress Island Coulee wetland: If St. Martinville fails to complete construction of the system to discharge from its POTW to the Cypress Island Coulee wetland by the Deadline specified in Paragraph 10, then St. Martinville shall be liable to Plaintiffs for stipulated penalties of \$400 per day for each day beginning the Deadline specified in Paragraph 10 and continuing until St. Martinville completes construction of the system to discharge from its POTW to the Cypress Island Coulee wetland.

25. Violations of the Effluent Limits in the 2007 LPDES Permit. St. Martinville will be liable to Plaintiffs for stipulated penalties in the following amounts for each violation of the Final Effluent Limitations and Monitoring Requirements specified on page 4 of 4 of Part I of the 2007 LPDES Permit:

| Type of Effluent Limitation     | Stipulated Penalty |
|---------------------------------|--------------------|
| Weekly Average Effluent Limits  | \$300              |
| Monthly Average Effluent Limits | \$450              |

St. Martinville will not be liable for stipulated penalties under this Paragraph until either it completes construction of the system to discharge from its POTW to the Cypress Island Coulee wetland or the Deadline specified in Paragraph 10, whichever is earlier.

26. Sanitary Sewer Overflows. St. Martinville shall be liable to Plaintiffs for stipulated penalties for all SSOs in the following amounts per SSO:

| Gallons Discharged     | Stipulated Penalty |
|------------------------|--------------------|
| Less than 1000 gallons | \$250              |
| 1000 gallons or more   | \$600              |

Notwithstanding the foregoing, St. Martinville shall not be liable for stipulated penalties for an SSO if all of the following conditions are met:

- A. St. Martinville stopped the SSO(s) as soon as possible;
- B. St. Martinville is in compliance with the schedules specified in the CMOM Program;
- C. St. Martinville is in compliance with Emergency Response Plan set forth in its CMOM; and
- D. St. Martinville has submitted all reports required by Section IX (Reporting Requirements).

27. Reporting Requirements. St. Martinville shall be liable to Plaintiffs for stipulated penalties for each day of each violation of the reporting requirements of Section IX:

| Penalty Per Violation Per Day | Period of Noncompliance |
|-------------------------------|-------------------------|
| \$160                         | 1st through 30th day    |
| \$300                         | 31st through 60th day   |
| \$500                         | 61st day and beyond     |

28. 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. Subject to Paragraph 31, St. Martinville shall pay any Stipulated Penalty within thirty (30) days of receiving a written demand from either the United States or the LDEQ.

29. The United States or LDEQ or both, may seek Stipulated Penalties under this Section. Where both the United States and the LDEQ seek Stipulated Penalties for the same violation of this Consent Decree, St. Martinville shall pay fifty percent (50%) of the Stipulated Penalty amount to the United States and fifty percent (50%) to the LDEQ. The United States and the LDEQ cannot both recover 100% of the Stipulated Penalty amount for the same violation.

30. The United States or the LDEQ may, in the unreviewable exercise of their discretion, reduce or waive Stipulated Penalties otherwise due under this Consent Decree. Where only one Plaintiff demands Stipulated Penalties for a violation, it shall make that demand on its own behalf, and St. Martinville shall pay the Stipulated Penalties due for the violation to that Plaintiff. The determination by either the United States or the LDEQ not to seek Stipulated Penalties, or subsequently to waive or reduce the amount sought, shall not preclude the other from seeking Stipulated Penalties.

31. If St. Martinville disputes its liability for any stipulated penalties as provided in Paragraph 57, stipulated Penalties shall continue to accrue as provided in Paragraph 28 above while the dispute is pending, but need not be paid until 60 days the dispute is resolved by the court.

32. Stipulated penalties owing to the United States shall, as directed by the United States, be paid by EFT in the amount due payable to the "U.S. Department of Justice," referencing DOJ No. 90-5-1-1-06041 and USAO No. 2000V00176, and delivered to the office of the United States Attorney, Western District of Louisiana.

33. Any stipulated penalties for which St. Martinville shall become liable to the LDEQ under this Consent Order shall be made by certified cashier's check made payable to the "Louisiana Department of Environmental Quality." The check shall be mailed to:

Darryl Serio  
Fiscal Director  
Office of Management and Finance  
Louisiana Department of Environmental Quality  
P.O. Box 4303  
Baton Rouge LA 70821-4303

34. In the event that a stipulated penalty is not paid when due, the stipulated penalty shall be payable with Interest from the due date specified in Paragraphs 28 and 31 to the date of payment at a rate equal to the statutory judgment rate set forth at 28 U.S.C. § 1961(a) in effect on the date the penalty becomes due.

35. If St. Martinville fails to pay any stipulated penalties when due, the United States and/or LDEQ may institute proceedings to collect the stipulated penalties and interest. If such a proceeding is instituted, St. Martinville shall be liable to reimburse the United States and/or LDEQ for its expenses and attorney fees connected with the proceeding. Attorney fees shall be allowable at the maximum rate permitted under 28 U.S.C. § 2412(d)(2)(A)(ii) without a finding of special factors.

36. For purposes of collection, any stipulated penalties which become due shall be considered a money judgment in favor of the United States and LDEQ. The remedies provided in the Federal Debt Collection Procedures Act (except the provisions of § 3201(e)), 28 U.S.C. § 3001 et seq., shall be available to the United States for purposes of collection of any stipulated penalties.

37. The payment of stipulated penalties shall not alter in any way St. Martinville's obligation to complete performance of the Work required under this Consent Decree

38. Subject to the provisions of Section XIV 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 LDEQ for St. Martinville's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the CWA, regulations promulgated under the CWA, the NPDES/LPDES Permit, or state law, St. Martinville shall be allowed a credit, for any Stipulated Penalties paid, against any statutory penalties imposed for such violation.

#### **XI. FORCE MAJEURE**

39. "Force majeure," for purposes of this Consent Decree, is defined as anything arising from causes beyond the control of St. Martinville or any entity controlled by St. Martinville that delays the performance of any obligation under this Consent Decree despite St. Martinville's best efforts to fulfill the obligation. "Best efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring and (b) after it has occurred, such that the delay is minimized to the greatest extent

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

40. St. Martinville shall provide notice to the United States and to the LDEQ orally or by electronic or facsimile transmission as soon as possible, but not later than 72 hours after the time St. Martinville first knew of, or by the exercise of best efforts, should have known of, a claimed force majeure event. St. Martinville shall also provide written notice, as provided in Section XVI (Notices), within fourteen (14) days of the time St. Martinville 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); St. Martinville's past and proposed actions to prevent or minimize any delay; a schedule for carrying out those actions; and St. Martinville's rationale for attributing any delay to a force majeure event. Failure to give such notice shall preclude St. Martinville from asserting any claim of force majeure. St. Martinville shall be deemed to know of any circumstance of which St. Martinville, its contractors, or any entity controlled by St. Martinville knew or, through best efforts, should have known.

41. If the United States and the LDEQ agree that a force majeure event has occurred, then they may agree to extend the time for St. Martinville 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.

42. If the United States and the LDEQ do not agree that a force majeure event has occurred, or do not agree to the extension of time sought by St. Martinville, the United States/LDEQ, position shall be binding, unless St. Martinville disputes that determination as

provided in Paragraph 57. In any proceeding related to such dispute, St. Martinville bears the burden of proving, by a preponderance of the evidence: that each claimed force majeure event is a force majeure event; that St. Martinville gave the notice required by this Paragraph; that the force majeure event caused any delay St. Martinville claims was attributable to that event; and that St. Martinville exercised best efforts to prevent or minimize any delay caused by the event.

## **XII. INFORMATION COLLECTION AND RETENTION**

43. The United States, the LDEQ, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry to the POTW and any part of the Collection System 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 LDEQ in accordance with the terms of this Consent Decree;
- C. Obtain samples and, upon request, splits of any samples taken by St. Martinville or its representative, contractors, or consultants; and
- D. Assess St. Martinville's compliance with this Consent Decree.

44. Upon request, St. Martinville shall allow split samples to be taken by EPA and LDEQ or their authorized representatives of any sample taken by St. Martinville, and upon request, EPA and LDEQ shall allow St. Martinville to take split samples of any samples taken by EPA and LDEQ. When a sample is taken by a party, a split sample is created when the original sample is divided into two samples with each split sample containing a sufficient quantity to enable laboratory analysis.

45. Until five (5) years after the termination of this Consent Decree, St. Martinville 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) now in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to St. Martinville's performance of its obligations under this Consent Decree. This record retention requirement shall apply regardless of any document-retention policy to the contrary.

46. At the conclusion of the document-retention period provided in the preceding Paragraph, St. Martinville shall notify the United States and the LDEQ 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 LDEQ, St. Martinville shall deliver any such records or documents to EPA or LDEQ. St. Martinville may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If St. Martinville 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 St. Martinville. 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.

47. 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 LDEQ, pursuant to applicable federal or state laws, regulations, or permits.

### **XIII. FAILURE OF COMPLIANCE**

48. Plaintiffs do not, by consent to the entry of this Consent Decree, warrant or aver in any manner that St. Martinville's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, regulations enacted pursuant to the CWA, or applicable state laws and regulations. Notwithstanding the United States' or the LDEQ's review and approval of any documents submitted to it by St. Martinville pursuant to this Consent Decree, St. Martinville shall remain solely responsible for compliance with the terms of the CWA and this Consent Decree. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of St. Martinville shall not be cause for extension of any required compliance date in this Consent Decree.

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

49. In consideration of the actions that will be performed under the terms of this Consent Decree by St. Martinville and the payments that St. Martinville will make pursuant to Paragraph 7 (Civil Penalty) and except as otherwise specifically provided in this Consent Decree, the United States covenants not to sue or to take administrative action against St. Martinville for civil claims specifically alleged in the Complaint which accrue on or before the Date of Lodging. In consideration of the actions that will be performed under the terms of this Consent Decree by St. Martinville and the payments that St. Martinville will make pursuant

to Paragraph 7 (Civil Penalty) and except as otherwise specifically provided in this Consent Decree, LDEQ covenants not to sue or to take administrative action against the St. Martinville for civil claims specifically alleged in its Complaint-in-Intervention which accrue on or before the Date of Lodging. These covenants not to sue shall take effect upon the receipt by the United States and LDEQ of the full payment required by Paragraph 7 (Civil Penalty). These covenants not to sue extend only to St. Martinville and do not extend to any other person.

50. All parties reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein. This Consent Decree shall not be construed to prevent or limit the rights of Plaintiffs to obtain penalties or injunctive relief under the CWA, or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified herein. This Consent Decree is without prejudice to all rights against St. Martinville with respect to all matters other than those civil claims expressly specified in Paragraph 49. Plaintiffs further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, St. Martinville's facility, whether related to the violations addressed in this Consent Decree or otherwise.

51. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. St. Martinville is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and St. Martinville's compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that St. Martinville's

compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, regulations, the NPDES or LPDES permit, or state law.

52. This Consent Decree does not resolve criminal liability, if any, that any person might have for violations of the Clean Water Act.

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

#### **XV. COSTS**

54. The Parties shall each bear their own costs of litigation of this action, including attorneys fees, except that Plaintiffs shall be entitled to collect the costs (including attorney's fees) incurred in any action necessary to collect any portion of the civil penalties or stipulated penalties due but not paid by St. Martinville.

#### **XVI. NOTICES**

55. 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:

To the United States of America:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
Re: DOJ No. 90-5-1-1-06041

Street Address  
ENRD Mailroom, Room 2121  
601 D Street, NW  
Washington, DC 20004  
202-514-5271

Director, Compliance Assurance and Enforcement Division  
U.S. Environmental Protection Agency  
Region VI--Mail Code (6EN)  
1445 Ross Ave.  
Dallas, TX 75202

Deputy Regional Counsel, Enforcement  
U.S. Environmental Protection Agency  
Region VI  
1445 Ross Ave.  
Dallas, TX 75202

To the U.S. Environmental Protection Agency:

Director, Compliance Assurance and Enforcement Division  
U.S. Environmental Protection Agency  
Region VI--Mail Code (6EN)  
1445 Ross Ave.  
Dallas, TX 75202

Deputy Regional Counsel, Enforcement  
U.S. Environmental Protection Agency  
Region VI  
1445 Ross Ave.  
Dallas, TX 75202

To the Louisiana Department of Environmental Quality ("LDEQ"):

|   |                                      |
|---|--------------------------------------|
| Office of Environmental Compliance            |                                      |
| Louisiana Department of Environmental Quality | <u>Street Address</u>                |
| P.O. Box 4312                                 | 602 N. Fifth Street, Galvez Building |
| Baton Rouge, LA 70821-4312                    | Baton Rouge, LA 70802                |

To the City of St. Martinville, Louisiana:

Mayor Thomas Nelson  
120 New Market St.  
P.O. Box 379  
St. Martinville, LA 70582  
(337) 394-2230

At any time after the Date of Entry, any Party may modify the address set forth in this Paragraph by sending written notice to all other Parties.

56. Notices submitted pursuant to this Consent Decree shall be deemed effective upon receipt unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

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

57. 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.

#### **XVIII. MODIFICATION**

58. 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 Decree, it shall be effective only upon approval by the Court. The terms and schedules contained in this Decree 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 St. Martinville's ability to meet the objectives of this Decree.

**XIX. TERMINATION**

59. After St. Martinville has (A) completed the requirements of this Consent Decree, including all requirements of the CMOM (Attachment A), payment of the civil penalty, and payment of all stipulated penalties demanded the United States or LDEQ pursuant to Paragraph 28 as required by this Consent Decree, and (B) maintained compliance with the requirements of the CWA, the 2007 LPDES Permit, and this Consent Decree for a period of 12 consecutive months after St. Martinville completes diagnostic testing and repair of the Collection System in the priority areas marked in Attachment 6 to the CMOM (Attachment A), then St. Martinville may serve upon Plaintiffs a “Motion for Termination of the Consent Decree” with supporting documentation demonstrating that St. Martinville has successfully completed all requirements for termination of this Consent Decree and that all other requisite conditions for termination of the Decree have been satisfied.

60. Following Plaintiffs’ receipt of St. Martinville’s Motion for Termination of the Consent Decree, the Parties shall schedule one or more conferences (which may be by telephone) to discuss the Motion and any disagreement that the Parties may have as to whether St. Martinville has satisfactorily complied with the requirements of the Consent Decree and whether all other requisite conditions for termination of the Decree have been satisfied. Such period of consultation shall continue for thirty (30) days following receipt of St. Martinville’s Motion and may be extended by written agreement of the Parties.

61. If, following the consultation period provided for by the preceding Paragraph, the Parties cannot come to agreement as to whether St. Martinville has satisfactorily complied with

the requirements of the Consent Decree, or whether all other requisite conditions for termination of the Decree have been satisfied, St. Martinville may file its Motion with the Court.

62. Plaintiffs shall have the right to oppose St. Martinville's Motion and to seek an extension of the Decree. If any Plaintiff opposes termination of the Decree, St. Martinville shall have the burden of proof by a preponderance to show that it has satisfactorily complied with the requirements of the Decree and that all other requisite conditions for termination of the Decree have been satisfied.

63. If, following the consultation period provided for by Paragraph 60, above, the Parties agree that St. Martinville has satisfactorily complied with the requirements of the Decree and that all other requisite conditions for termination of the Decree have been satisfied, St. Martinville shall file with the Court an appropriate pleading so notifying the Court and requesting termination of the Decree.

## **XX. CONTINGENT LIABILITY OF THE STATE OF LOUISIANA**

64. Pursuant to CWA Section 309(e), 33 U.S.C. § 1319(e), the United States specifically reserves its claims against the State of Louisiana, and the State of Louisiana reserves any and all defenses.

## **XXI. PUBLIC PARTICIPATION**

65. 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. Plaintiffs reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,

improper, or inadequate. This Paragraph does not create any rights exercisable by St. Martinville.

66. The Parties agree and acknowledge that final approval by Plaintiff LDEQ and entry of this Consent Decree are 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 Saint Martin Parish, 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 St. Martinville.

67. St. Martinville consents to entry of this Consent Decree without further notice.

## **XXII. SIGNATORIES/SERVICE**

68. Each undersigned representative of St. Martinville, LDEQ, and the Assistant Attorney General for the Environment and Natural Resources Division of the U.S. 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.

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

70. St. Martinville hereby agrees not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless one or more of the Plaintiffs has notified St. Martinville in writing that it no longer supports entry of the Decree.

71. St. Martinville hereby agrees to accept service of process via the method described in Section XVI (Notices) 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.

**XXIII. INTEGRATION/ATTACHMENTS**

72. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written. Other than the Attachment which is incorporated into this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree. In the event of conflict between this Decree and the Attachment the Decree shall control.

**XXIV. FINAL JUDGMENT**

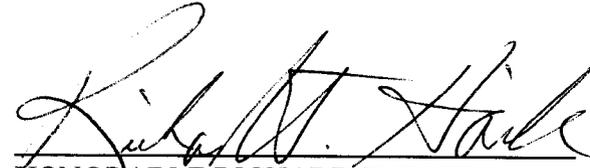
73. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States, LDEQ, and St. Martinville. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ.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

**XXV. ATTACHMENT**

74. The following Attachment is attached to and incorporated into this Consent Decree:

Attachment A: Capacity, Management, Operations, and Maintenance Program for the City of St. Martinville, Louisiana (“the CMOM Program”).

DATED AND ENTERED this 19<sup>th</sup> day of October, 2009.



HONORABLE RICHARD T. HAIK  
United States District Judge  
Western District of Louisiana

FOR PLAINTIFF UNITED STATES OF AMERICA:

July 17, 2009  
Date

  
JOHN C. CRUDEN  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

July 14, 2009  
Date

  
MICHAEL T. DONNELLAN  
Senior Attorney  
EFREN ORDOÑEZ  
By Special Appointment as a  
Department of Justice Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
Phone: (202) 514-4226/(214) 665-2181  
Fax: (202) 616-8800/(214) 665-3177  
Email: michael.donnellan@usdoj.gov  
ordonez.efren@epa.gov

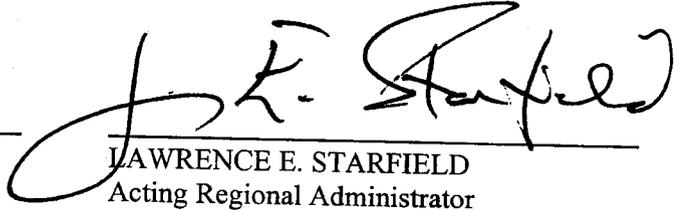
FOR PLAINTIFF UNITED STATES OF AMERICA:

DONALD W. WASHINGTON  
United States Attorney  
Western District of Louisiana

JANICE HEBERT  
Assistant United States Attorney  
Western District of Louisiana  
800 Lafayette Street, Suite 2200  
Lafayette, LA 70501  
Phone: (337) 262-6618  
Email: [janice.hebert@usdoj.gov](mailto:janice.hebert@usdoj.gov)

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY - REGION VI:

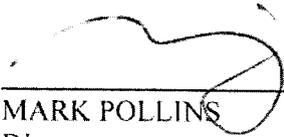
7/16/09  
Date



LAWRENCE E. STARFIELD  
Acting Regional Administrator  
United States Environmental Protection Agency  
Region VI  
1445 Ross Avenue  
Dallas, TX 75202-2733

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY - OFFICE OF  
ENFORCEMENT AND COMPLIANCE:

July 28, 2009  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MARK POLLINS  
Director  
Water Enforcement Division  
United States Environmental Protection Agency  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

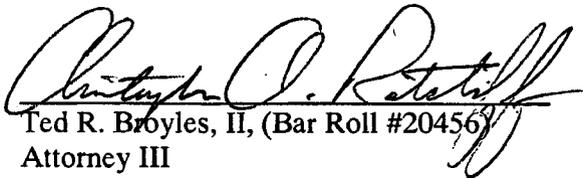
In the United States District Court for the Western District of Louisiana, *United States of America and State of Louisiana v. City of St. Martinville, v. Lemna Corporation*, Docket No. CV00-1238L-0, a civil action, subject to the public notice and comment requirements.

**FINAL APPROVAL FOR PLAINTIFF-INTERVENER THE STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF ENVIRONMENTAL QUALITY:**



Peggy M. Hatch  
Assistant Secretary  
Office of Environmental Compliance  
Louisiana Department of Environmental Quality

Dated: 9/29/09



Ted R. Broyles, II, (Bar Roll #20456)  
Attorney III  
Christopher A. Ratcliff, (Bar Roll #18675)  
Attorney Supervisor  
Office of the Secretary  
Legal Affairs Division  
Louisiana Department of Environmental Quality  
Post Office Box 4302  
Baton Rouge, Louisiana 70821-4302  
Telephone No. (225) 219-3985  
Fax. No. (225) 219-4068

Dated: 10/14/09

FOR DEFENDANT CITY OF ST. MARTINVILLE, LOUISIANA:

Date July 13, 2009

  
\_\_\_\_\_

THOMAS NELSON  
Mayor  
City of St. Martinville, Louisiana  
120 New Market ST.  
P.O. Box 379  
St. Martinville, LA 70582  
(337) 394-2230

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM  
("CMOM PROGRAM")**

**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

**Attachment A to the Consent Decree in  
U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.)**

**I. INTRODUCTION and MISSION STATEMENT**

- A. It is understood that, aside from sanitary sewer overflows that may occur as a result of mechanical or electrical failures, accidents, sewer blockages, or other such events, the City of St. Martinville's wastewater collection system has sufficient capacity to collect and transport dry weather and all but extreme wet weather flows to the City's wastewater treatment facility.
- B. Acknowledging that the Waste Water Collection System, from time to time, may incur sanitary sewer overflows, the City is herewith establishing a Capacity, Management, Operations and Maintenance ("CMOM") Program.
- C. The principal goal of the City of St. Martinville's CMOM Program is to eliminate the potential for sanitary sewer overflows ("SSOs") by:
1. continuing to properly operate and maintain the City's wastewater collection system;
  2. continuing to maintain adequate response procedures to address SSO occurrences;
  3. continuing to conduct a program of testing, inspection and repair to minimize infiltration and inflow to the collection system;
  4. making all reasonable efforts to ensure that the City's wastewater collection system is maintained in good working order such that sufficient capacity is available to convey municipal sewage and collection-system infiltration and inflow to the wastewater treatment facility.
- D. Upon termination of the Consent Decree pursuant to Section XX (Termination), the City will continue a program to achieve the goals set forth in Section I(C) above. The City is responsible at all times for compliance with the requirements of the 2007 LPDES Permit, including all requirements related to operation and maintenance. However, after termination of the Consent Decree pursuant to Section XIX (Termination), the specific provisions of this CMOM will not be enforceable.

Capacity, Management, Operations and Maintenance Program for the St. Martinville, Louisiana Wastewater System  
Attachment A to the Consent Decree in U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.).

II. ORGANIZATION

A. Public Works Administration:

1. The Superintendent of Public Works is responsible for implementing the CMOM Program for the City of St. Martinville.
2. An organizational chart of the Public Works Department, showing the various divisions, lines of authority, and current personnel of the Department, is shown in Attachment No. 1.

B. Path of Communication Regarding Sanitary Sewer Overflows (SSOs):

1. Incoming reports of SSOs are filed in one of the following ways:
  - i. During a regular working day, Public Works personnel report SSOs to the Public Works dispatcher immediately upon discovery;
  - ii. During regular business hours, SSOs are reported by members of the general public to the Public Works dispatcher or to another City employee who routes the report to the Public Works dispatcher;
  - iii. After regular business hours, SSOs are reported by members of the general public to the City Police Department dispatcher.
2. Filed reports of SSOs are relayed as follows:
  - i. During regular business hours, the Public Works dispatcher relays reports of SSOs to the Assistant Superintendent of Public Works;
  - ii. After regular business hours, the City Police Department dispatcher relays reports of SSOs to the Assistant Superintendent of Public Works.
3. Upon receiving notification of the SSO, the Assistant Superintendent of Public Works takes the following actions:
  - i. immediately forwards reports of SSOs to the Foreman of Water & Sewer Operations;
  - ii. notifies EPA and LDEQ of the SSO, by telephone or facsimile, within 24 hours after learning of the SSO where the overflow will reach waters of the United States or affect members of the public that will endanger health or the environment, in

Capacity, Management, Operations and Maintenance Program for the St. Martinville, Louisiana Wastewater System  
Attachment A to the Consent Decree in U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.).

accordance with Section III.G herein below. (Contact information for EPA and LDEQ is listed in Attachment No. 2).

4. Upon receiving notification of the SSO, the Foreman of Water & Sewer Operations (WSO) takes the following actions:
  - i. directs the WSO crew to address and correct the SSO in an expeditious manner;
  - ii. documents all information regarding the SSO in accordance with Section III.F herein below;
  - iii. provides a copy of the documented information, by facsimile, to the City Engineer as soon as is possible.
5. Upon receiving information regarding the SSO, the City Engineer takes the following actions:
  - i. Prepare a written report to be submitted to EPA and LDEQ (listed in Attachment No. 2), in accordance with *Section IV.B* herein below.
  - ii. Ensure that such written report is submitted to said agencies within five (5) days of each SSO event.

III. SSO RESPONSE PLAN

A. General:

1. Any and all occurrences of SSOs will be expeditiously addressed and corrected.
2. At all times during an SSO event, the City will take measures to protect the health and welfare of the public and the environment.

B. Public Safety:

1. The Water & Sewer Operations (WSO) crew will set out barricades and signs to keep unauthorized persons out of the area affected by the SSO. Streets and sidewalks will be closed off as may be needed to detour the public away from the affected area and to provide adequate working room for the crew.
2. A member of the WSO crew or other designated City employee will make a door-to-door visit to each house, business or other building within the vicinity that may be affected by the SSO or by the City's response to the SSO, to inform persons of the situation and to advise them to avoid the area of the SSO. In cases where no one answers the

Capacity, Management, Operations and Maintenance Program for the St. Martinville, Louisiana Wastewater System  
Attachment A to the Consent Decree in U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.).

door, the City employee will leave a door notice card that describes the situation.

3. For situations where the SSO is expected to continue after working hours, the WSO Foreman or other designated City authority will arrange to have a police patrol present during the off-hours until such time as the SSO is corrected.

C. Overflow Containment:

1. The WSO crew will apply sandbags and take other immediate measures (pumps, etc.) as may be necessary in order to control and contain overflows while repairs are being performed.
  - i. Such overflows will be diverted to and temporarily impounded in street-side ditches or other available areas adjacent to the SSO point of discharge, to the extent possible. Temporary impoundment basins will be created with sandbags and other such means. (Such impounded overflows will be pumped back into the collection system upon completion of repairs.)
  - ii. In situations where there is little or no potential that the overflow will reach waters of the United States or affect members of the public and the condition causing the SSO is quickly corrected, a temporary overflow impoundment will be considered unnecessary. In such case, the crew will wash down the affected area with clean water to the extent necessary to clean the area, and the wash water will be pumped or swept into the wastewater collection system to the extent practicable.
2. Where advantageous, the WSO crew will create additional diversions and temporary impoundments at upstream manhole(s) in order to pump out and impound flows that would otherwise arrive at the SSO point of discharge. Any such upstream temporary impoundments will be constructed with adequate protection of public health and safety, in accordance with Section III.B.
3. As the WSO crew takes measures to control and contain overflows, the WSO Foreman or other designated City authority will make an estimation of the anticipated flow in the system that may reasonably be expected to arrive at the SSO over the duration of the repairs.
  - i. For situations where the flow is expected to be adequately contained in the impoundments created according to Sections III.C.1 and III.C.2, the Foreman will direct the crew to maintain the temporary impoundment system;

Capacity, Management, Operations and Maintenance Program for the St. Martinville, Louisiana Wastewater System  
Attachment A to the Consent Decree in U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.).

- ii. For situations where the flow is expected to exceed available temporary impoundments, the Foreman will arrange for the services of a privately-contracted vacuum truck to remove, contain and properly dispose of overflow. Upon arrival, the vacuum truck will remove overflows from lands and ditches to the extent possible and will remove flows from the system as needed to prevent additional overflows from occurring.

D. Repairs:

1. After determining the cause of the SSO, the WSO crew will work expeditiously to correct the SSO condition, utilizing whatever resources may be necessary to complete the work;
2. For situations where the crew would have to work beyond normal working hours in order to complete the work, the crew will work after-hours to complete the work;
3. In cases where the City does not have adequate in-house resources to correct the condition, the WSO Foreman or other designated City authority will arrange for outside forces to assist in addressing and correcting the condition.

E. Clean-Up:

1. Upon completion of repairs, the WSO crew will pump all impounded overflows back into the collection system;
2. All areas (street-side ditches, etc.) that held or otherwise received wastewater overflows will be thoroughly flushed with clean water, and the flushings will be pumped into the collection system.
3. All paved areas (streets, sidewalks, driveways, etc.) will be washed down with clean water, and the wash water will be pumped or swept into the wastewater collection system.
4. Temporary impoundment structures will not be removed until all such flushings and washings are completed.

F. Record Keeping:

1. Before leaving the scene of the SSO, the WSO Foreman will record all pertinent information regarding the SSO on the City's standard SSO form. Specific information required for the SSO form is listed in Section IV.

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2. The WSO Foreman, upon returning to the Public Works facility, will forward a copy of the completed SSO form, via facsimile, to the City Engineer.
3. The WSO Foreman, upon returning to the Public Works facility, will complete additional paperwork relating to the SSO, as described in Section IV.
4. The WSO Foreman will file and safely store all completed SSO forms and related paperwork for future reference.

G. Timely Governmental Notification:

1. At the earliest opportunity, but no later than 24 hours following the discovery of SSOs will reach waters of the United States or affect members of the public and that will endanger health or the environment:
  - i. the Assistant Superintendent will contact EPA and LDEQ by telephone to inform it of the SSO. The call will be made to the Agency's telephone number listed in Attachment No. 2.
  - ii. For after-hours calls, a detailed message will be left on the Agency's voice mail system.

H. Preparedness:

1. The City addresses issues of SSO preparedness in Attachment No. 3.

IV. SSO RECORD KEEPING and WRITTEN NOTIFICATIONS

- A. The WSO Foreman, while in the field and as stated in Section III.F.1, will record all pertinent information regarding the SSO on a form that has been designed for this purpose. Information to be included on the SSO form includes:
1. date and time when the SSO occurrence began (estimated where necessary);
  2. date and time when the SSO occurrence stopped;
  3. duration (in hours) of the SSO occurrence;
  4. location of the SSO by street address, manhole number, and/or any other appropriate reference method;

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5. total estimated volume (in gallons) of the SSO (including sewage impounded and subsequently pumped back into the collection system, and sewage pumped out and removed by vacuum truck);
  6. estimated volume (in gallons) of sewage released to the environment (i.e., volume not impounded and subsequently pumped back into the collection system, or pumped out and removed by vacuum truck);
  7. name and location of the receiving stream or body of water, if applicable, including flow via storm sewer outfall;
  8. environmental impact (i.e., an estimate of the released overflow's impact on public health and to water quality in the receiving water body);
  9. description of the wastewater collection system component from which the SSO was released (i.e., manhole; crack in pipe; pump station wet well; constructed overflow pipe; etc.);
  10. cause or suspected cause of the SSO;
  11. response actions taken (i.e., steps taken to respond to the SSO) and if the response actions have not been completed, milestones to accomplish the response actions;
  12. list of notifications to the public and other agencies or departments, if any.
- B. The WSO Foreman, upon returning to the Public Works facility, will forward a copy of the completed SSO form, via facsimile, to the City Engineer:
1. Upon receiving the completed SSO form from the WSO Foreman, the City Engineer will prepare and sign a letter of explanation to be sent to EPA and LDEQ on the City's behalf;
  2. Said letter will be mailed to EPA and LDEQ within five (days) of the SSO event.
- C. The WSO Foreman will record and compile other pertinent information regarding the SSO. Information to be recorded and compiled includes:
1. steps that have been taken to prevent the overflow from recurring;
  2. steps, if any are necessary, that will be taken to prevent the overflow from recurring and a schedule for those steps;
  3. work order records regarding investigation and repair of system problems related to the SSO;

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4. documentation of any other performance or implementation measures taken in relation to the SSO;
  5. a list and description of complaints from customers or others regarding the SSO.
- D. The WSO Foreman will file and safely store for future reference all completed SSO forms and other paperwork related to the SSO.
- E. The City will, for at least five (5) years, maintain copies of all paperwork described herein above.

**V. SSO PREVENTION**

**A. General:**

1. The City will continue to employ its established and in-place measures to prevent the likelihood of SSOs occurring in the future, and will take additional appropriate measures as may be needed.
2. Such measures include but are not limited to:
  - i. adherence to established wastewater engineering and operating standards;
  - ii. continued training of City personnel;
  - iii. management of information regarding the collection system's performance;
  - iv. regularly scheduled maintenance of the collection system;
  - v. formulation of plans for rehabilitating or replacing the City's Main Pump Station;
  - vi. field-testing and inspection of the collection system, to identify points of potential infiltration and inflow;
  - vii. repairs to sections of the collection system at points that have been identified as potential sources of infiltration and inflow;
  - viii. enforcement of the City's sewer use ordinance;
  - ix. on-going performance evaluation of the collection system.
3. For reference, a current map of the City's wastewater collection system is shown in Attachment No. 4. Said map shows the City's gravity-flow sewer mains, manholes, lift stations, inter-system force mains, and force mains leading to the treatment ponds.

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B. Wastewater Engineering and Operating Standards:

1. The City, in designing, installing, operating, maintaining, testing, inspecting and repairing its wastewater collection system, adheres to manuals of practice and other standards published by nationally-recognized wastewater industry authorities;
2. Such authorities include: Water Environment Association (WEF); American Water Works Association (AWWA); American Society of Civil Engineers (ASCE); Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (a.k.a. “10 States”).

C. Personnel Training:

1. Personnel from the City’s Water & Sewer Operations division receive annual training commensurate with their responsibilities.
2. Such training is conducted by certified trainers from such organizations as: Louisiana Rural Water Association; Louisiana Conference on Water Supply, Sewerage, and Industrial Wastes; or other such organization that conducts such training and has been so sanctioned by the Louisiana Department of Health & Hospitals, which issues and administers operator certifications.

D. SSO Information Management and Evaluation:

1. The City will compile SSO reports and maintain SSO report logs, as described in Section IV, and compile and maintain other such information (such as records of emergency pump station repairs) as may be relevant to evaluation of the wastewater collection system and the CMOM Program.
2. In addition to the City’s usual vigilance regarding its collection system, SSO reports and the SSO report log will be evaluated at least annually to assess trends and causes of SSOs, and SSOs recurring possibly at the same locations, such that corrective actions can be taken as soon as reasonably possible to prevent recurrence.
3. Records of emergency and recurring repairs at pump stations will be evaluated at least annually to assess when preemptive equipment replacement or refurbishment may be warranted.
4. Management of the collection system’s daily flow monitoring logs, to be used in the collection system’s annual performance analysis, is described in Section VII.

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E. Maintenance of Facilities:

1. Routine inspection and preventative maintenance procedures for gravity-flow sewer mains in the collection system are described in Attachment No. 5.
2. Routine inspection and preventative maintenance procedures for mechanical and electrical systems in the collection system (i.e., pump stations, alarms, communication systems, permanently installed and portable generators, etc.) are described in Attachment No. 5.

F. Equipment and Replacement Parts:

1. The City maintains spare equipment and parts at the City's Public Works facility.
2. Spare parts not maintained locally are available generally within 24-hours from equipment vendors. Contact information and emergency call numbers for vendors of critical equipment items are listed in Attachment No. 5.

G. Structural Deficiencies:

1. There are two specific components of the collection system where structural deficiencies may be relevant to SSO prevention: (a) the City's Main Pump Station; and (b) sections of the City's gravity-flow sanitary sewers.
  - i. The City is in the process of evaluating the overall condition of the Main Pump Station.
  - ii. The condition of the gravity-flow sewer system is evaluated on a continual basis through the City's diagnostic testing and inspection program. Deficient sections of the gravity-flow system are identified and repaired as such sections are found during testing and inspection.

H. Main Pump Station – Rehabilitation or Replacement:

1. The City will submit to EPA and LDEQ an engineering report that describes the condition of the Main Pump Station in terms of structural, mechanical and electrical integrity and safety of operation. Such report will be so submitted within ninety (90) days of the Effective Date of the Consent Decree.
2. The report will include separate preliminary cost estimates for: (a) completely rehabilitating the existing pump station; and (b) replacing the existing pump station with a new pump station. The cost estimates

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- will be formulated consistent with current applicable engineering standards for municipal sewerage pump stations.
3. Also included in the report will be a cost estimate for automatic back-up power generating equipment to provide for uninterrupted operation during electrical utility power outages.
  4. To the extent determined desirable by the City's Engineer, estimates for new installations may include reuse of certain portions of the existing pump station's structures and equipment.
  5. The implementation of rehabilitation or replacement plans for the Main Pump Station will be at the City's discretion, depending on availability of financing for construction and installation.
- I. Testing, Inspection and Repair of Collection Lines – Existing Program:
1. The City currently maintains a program of testing, inspection and repair of its wastewater collection system. Such work is done on a regular basis, in conjunction with other regularly-scheduled tasks related to maintenance of the collection system.
  2. The program of diagnostic testing, inspection and repair is comprised of: (a) investigative work conducted by the City to locate and characterize potential sources of infiltration and inflow into the municipal sewerage system, using standard diagnostic methods appropriate to the circumstances at hand; and (b) repairs to the sewerage system to remove, or to minimize to the maximum extent practicable, the identified potential sources of infiltration or inflow.
  3. Standard diagnostic methods for testing and inspection are utilized as necessary to identify and characterize problem areas of the system. Such methods include: smoke testing; visual inspections of lift stations, manholes/adjoining sewers, and surface areas above sewer lines; dye testing; closed circuit television inspection. When inspecting segments of the wastewater collection system, the City will conduct visual inspections of manholes/adjoining sewers and smoke testing of 100% of the segments being investigated. Closed circuit television will be performed on targeted line segments as determined by the City based on the results of smoke testing and visual inspection. Dye Testing will be performed on targeted line segments if recommended by the City Engineer.
  4. In conjunction with testing and inspection, the City performs sewer cleanout and root removal as necessary.

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5. After deficient sections have been located and identified during testing and inspection, the City makes repairs utilizing in-house resources or endeavors to have the repairs made by others.
    - i. When needed repairs to City-owned collection lines are beyond the capability of the City's in-house resources, the City will use its operating budget or its sewer system emergency reserve or its operating budget to the extent available to fund such repairs;
    - ii. When, during testing and inspection, deficiencies are found in sewer service lines that are located on private property and that connect to the City's collection system, the City will notify the appropriate property owner to take action, as described in the following Paragraph.
  6. Copies of amendments to St. Martinville Ordinance Art. 1, Chapter 14, Sections 14-1 and 14-7.1 that were effective on February 27, 2007 are attached as Exhibit 10. Under these Ordinance Sections, the City has authority to enter private property and repair defective sewer systems.
- J. Testing, Inspection and Repair of Collection Lines – Two-Year Priority Program:
1. Utilizing the City's existing program of testing, inspection and repair which is described in the previous Subsection, a planned two-year schedule of diagnostic testing, inspection and repair will be implemented for priority areas of concern that are cross hatched in Attachment No. 6.
  2. Such testing, inspection and repairs within the designated priority areas will be completed within two (2) years following the Effective Date of the Consent Decree.
- K. Testing, Inspection and Repair of Collection Lines – Five-Year Cyclical Program:
1. Upon completion of the two-year priority program described in the previous Subsection, a cyclical five-year program of diagnostic testing, inspection and repair will be initiated.
  2. In this five-year program, diagnostic testing and inspection will be performed on the entire collection system according to a sequential schedule. Such schedule of testing and inspection will be completed by the end of the five-year period. Repairs will be made, or will be endeavored to be made, as deficiencies are found.
  3. The sequential schedule of diagnostic testing and inspection will be performed on the system's sixteen collection basins according to the

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schedule shown in Attachment No. 7. The City may adjust the sequential schedule to address emergencies or other higher priority sewerage system work but shall complete diagnostic testing and inspection of the sixteen collection basins within the five-year period of time described herein above.

4. Upon completion of the first five-year period, if the Consent Decree has not yet been terminated under Consent Decree Section XIX (Termination), then the program for diagnostic testing, inspection and repair will be repeated thereafter in recurring five-year cycles. After termination of the Consent Decree, then the provisions of Section I(D) of this CMOM Program will apply.

L. **Testing, Inspection and Repair of Collection Lines – Monitoring of Progress:**

1. The City will take measures to track progress of corrective actions taken to reduce infiltration and inflow to the collection system.
2. Such measures will include daily monitoring of flows in collection basins and measurement of daily rainfall.
3. Said monitoring program is described in Section VI.

VI. **MONITORING, MEASUREMENT, EVALUATION and PROGRAM MODIFICATION**

A. **General:**

1. The City will conduct annual evaluations of its collection system performance and capacity, and its CMOM Program, over succeeding 12-month monitoring periods, the first of which will begin four (4) months after the last day of the month in which the Consent Decree takes effect.
2. The annual evaluation will analyze the overall performance of the City's wastewater collection system, and assess the effectiveness of the CMOM Program for controlling and reducing infiltration and inflow ("I&I").
3. For each successive 12-month monitoring period, the system's collection basins will be analyzed for flow variations that presumably result from I&I. Said analysis will be considered the benchmark upon which decisions will be based regarding further corrective action and continued monitoring and analysis. A report summarizing these findings will be issued to EPA and LDEQ.
4. To implement the evaluation, all collection basins within the collection system will be monitored on a daily basis, by means of pump station

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run-time meters. Flows will be calculated based on run-time meter readings.

5. Analysis will be based on: (a) calculated daily flows for each collection basin; and (b) daily rainfall measurements.
6. By monitoring and evaluating the run-time operation of its pump stations, each of which serves a specific collection basin, the City will be better able to determine which of its collection basins may be in need of further attention in terms of I&I.

B. Initiation:

1. The first 12-month monitoring period will begin on the first day of the fourth (4<sup>th</sup>) calendar month following the calendar month in which the Consent Decree takes effect.

C. Monitoring:

1. In order to monitor the collection system's performance, the City will install and maintain:
  - i. run-time meters on the pumps at each of the City's pump stations; and
  - ii. a rain gauge at the City's sewer treatment plant.
  - iii. Such installations will have been completed and tested by the time the first 12-month monitoring period is set to begin as stated in Section VI.B.1 herein above.
2. Daily run-time meter readings and rain gauge measurements will be logged and compiled on a one-month daily log sheet designed for the purpose. Based on the actual pump run within the operating range, each pump will be calibrated to determine its capacity. Based on the measured capacity of each pump, the daily discharges from each lift station will be recorded on the daily log. To accurately estimate the flow data, each pump in each lift station will be recalibrated every two years. Calculation of daily flows shall be in accordance with the methods set forth in Attachment 9 (Method For Calculation Of Daily Flows).
3. The Foreman of Water & Sewer Operations (WSO) will be responsible for logging, compiling and safekeeping said readings and measurements. While the Foreman maintains this responsibility, a member of the WSO crew may be designated to log the required daily readings and measurements.

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4. Daily readings and measurements will be taken in the following manner:
  - i. Each day, starting no earlier than 6:00 a.m., the WSO Foreman, or the Foreman's designated crew member, will visit each of the City's pump stations, one after the other, and log the slate of daily readings and measurements.
  - ii. A street-wise route will have been established so that, to the extent possible, the daily reading at each specific pump station occurs at the same time of day, every day.
  - iii. The slate of daily readings and measurements will be completed no later than 11:30 a.m. each day.
5. Within seven (7) days following the end of each month, the WSO Foreman will transmit the month's daily log sheet to the City Engineer.

D. Analysis:

1. At the end of the 12-month monitoring period, the City Engineer will perform an analysis of the wastewater collection system.
2. Based on the compiled information, each collection basin within the collection system will be analyzed in terms of I&I.
3. Flows from each collection basin will be calculated based on readings of pump station run-time meters.
4. To facilitate the calculations, all pumps will have had their pumping rates calibrated according to the directions of the City Engineer.
5. The calculated flows over the course of the 12-month monitoring period for each collection basin will be compiled in tabular form and displayed in graphic form.
6. Rain gauge readings for the 12-month monitoring period will be compiled in tabular form and displayed in graphic form.
7. With the tabulated and graphed information, each collection basin will be evaluated in terms of its flow patterns vs. rain gauge readings.

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8. Dry weather flows and wet weather flows for each collection basin will be derived and normalized in terms of gallons per day (and, to the extent reasonably possible, in terms of gallons per capita per day), using the following statistical criteria:
  - i. Sustained dry-weather periods (i.e., four or more days with recorded cumulative precipitation of less than 0.25 inch); and
  - ii. Each day with recorded precipitation of two (2) inches or more.
9. Wet weather flows will be compared against the USEPA benchmark of 275 gpcd that denotes what may be considered excessive infiltration and inflow.
10. Based upon the analysis, the City Engineer will determine which collection basins appear to require further investigation and/or other action.

E. Engineer's Report:

1. Within ninety (90) days following the end of the 12-month monitoring period, the City Engineer will issue a report on the performance of the collection system. The report will include analytical information (tabular and graphic), and will describe and summarize the findings.
2. Included in the report will be recommendations regarding corrective action and continued monitoring and analysis. Such recommendations will be made on a basin-by-basin basis. As such, the report will identify:
  - i. Collection basins that require further investigation (i.e., smoke testing, etc.) and/or action (i.e., sewer line repairs; enforcement of the City's *Sewers and Sewage Disposal* ordinance; etc.) to address I&I;
  - ii. Collection basins that appear to be not subject to significant I&I, and that therefore may no longer require daily run-time monitoring and yearly flow analysis. (It will be recommended that the pump stations for these collection basins be removed from the list of daily run-time meter readings.)
3. In the report, the City Engineer will also review the components and effectiveness of the CMOM Program, and recommend any appropriate modifications to the Program.
4. The report will be submitted to EPA and LDEQ.

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- F. Continued Monitoring and Evaluation, and Program Modification and Expiration:
1. The program of daily monitoring and annual analysis of collection basins, as described in this Section, will continue until the Consent Decree is terminated under Section XX (Termination).
  2. After termination of the Consent Decree under Section XX (Termination), then the provisions of CMOM Program Section I(D) will apply.
- G. Flows to Treatment Pond:
1. From an operations standpoint, it is useful to have a record of daily flows entering the wastewater treatment facility.
  2. Taken together, the calculated flows of pump stations that pump directly to the treatment facility can provide a record of daily flows entering the treatment facility.
  3. The previously-described monitoring and evaluation program for I&I lends itself to the determination of total daily flows being sent to the treatment facility.
  4. As part of the monitoring and evaluation program for I&I, the daily flows from pump stations that pump directly to the treatment facility will have been calculated. To derive total flows to the treatment facility, it remains only to add these flows together.
  5. Pump stations that pump directly to the treatment facility include:
    - i. Pump Station No. 1 (Main P.S., W. Bridge St. @ Railroad R/W)
    - ii. Pump Station No. 11 (Highway 353 @ Cajun Dr.)
    - iii. Pump Station No. 14 (Seiber Rd.)
  6. Even if, in subsequent collection system analyses, it is determined that a pump station that pumps directly to the treatment facility does not need on-going monitoring and analysis for I&I, that pump station will continue to be logged on a daily basis in order to calculate total daily flows being sent to the treatment facility.

**VII. TREATMENT POND OVERFLOW EMERGENCY RESPONSE PLAN**

- A. Attachment No. 8 sets out the City's response plan and contingency plan for responding to overflows or breaches of the levees at the treatment ponds.

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- B. Attachment No. 8 includes instructions for issuing public notice when appropriate, and for notifying Federal and State agencies.

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**LIST OF ATTACHMENTS**

1. Organizational Chart Of The Public Works Department
2. Contact Information for Governmental Oversight Agencies
3. SSO Preparedness Plan
4. Map of the Wastewater Collection System
5. Routine Inspection And Preventative Maintenance Procedures For Gravity-Flow Sewer Mains And For Mechanical And Electrical Systems In The Collection System
6. Map Of Wastewater Collection System Showing Priority
7. Sequential Schedule Of Diagnostic Testing And Inspection For The Wastewater Collection System
8. Treatment Pond Overflow Emergency Response Plan
9. Method For Calculation Of Daily Flows
10. Copies of amendments to St. Martinville Ordinance Art. 1, Chapter 14, Sections 14-1 and 14-7.1 effective February 27, 2007

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM**

**(“CMOM PROGRAM”)**

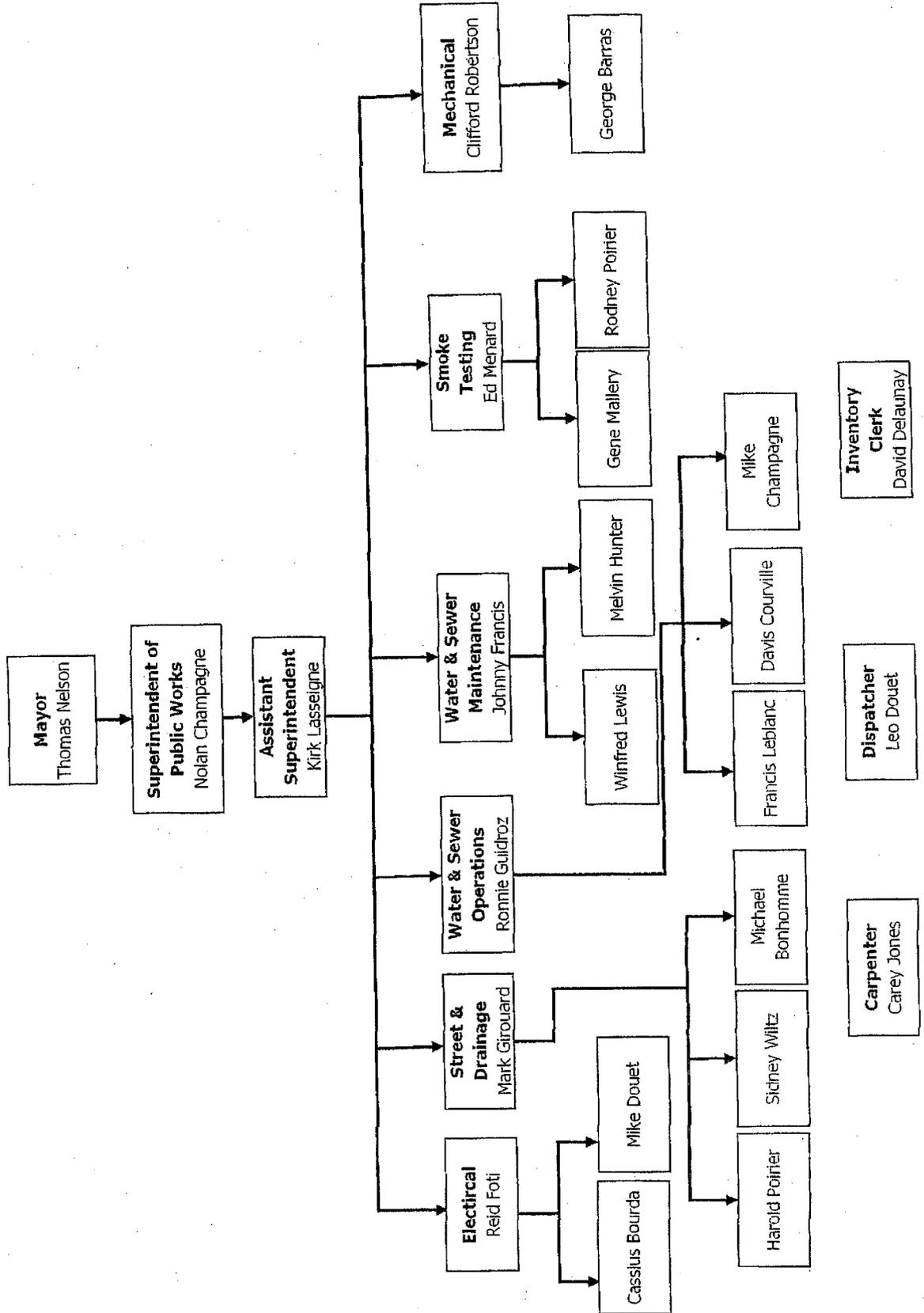
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**ATTACHMENT 1**

**ORGANIZATIONAL CHART OF THE PUBLIC WORKS DEPARTMENT**

# City of St. Martinville Dept. of Public Works



**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM  
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**ATTACHMENT 2**

**CONTACT INFORMATION FOR GOVERNMENTAL OVERSIGHT AGENCIES**

- A. **24-Hour Notification:** For 24-hour notification of SSO occurrences, calls will be made to the following telephone numbers:
1. 214-665-6595 (EPA)
  2. 888-763-5424 (LDEQ)
- B. **Written Reports:**
1. U.S. Environmental Protection Agency, Region 6 ("EPA"):  
USEPA Region 6 Compliance Assurance and Enforcement Division  
Water Enforcement Branch (6 EN-WC)  
1445 Ross Avenue, Suite 1200  
Dallas TX 75202-2733  
Fax: 214-665-2168
  2. Louisiana Department of Environmental Quality ("LDEQ"):  
LDEQ Office of Environmental Compliance  
Enforcement Division – Permit Compliance Unit  
P.O. Box 4312  
Baton Rouge LA 70821-4312
  3. Fax: 225-219-3708
- C. **Modification:** EPA or LDEQ may modify the contact information by providing written notice to St. Martinville.

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM  
("CMOM PROGRAM")**

**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

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**ATTACHMENT 3**

**SSO PREPAREDNESS PLAN**

- A. **In-House Resources in Readiness to Address SSOs:** In anticipation of SSO occurrences, the City of St. Martinville maintains equipment and supply stocks as may be needed to address and correct, in a timely manner, the condition causing or contributing to the SSO, including the following:
1. spare change-out pumps; packing, belts, and other pump-related replacement items; fittings, patches, and mechanical items for the repair of discharge pipe; capacitors, starters, breakers, and other electrical supplies; and other related items, as may be needed to make anticipated pump station repairs;
  2. high-pressure hydraulic sewer line cleaning unit, to clear blockages in sewer collection lines;
  3. sandbags, trash pumps, hoses, etc., as may be needed, to control, divert and temporarily impound overflows;
  4. barricades, signs and other items as may be needed to block public access from SSO sites.
- B. **In-House Resources in Readiness to Forestall SSOs:** In anticipation of extended electrical power outages, the City of St. Martinville maintains equipment as may be needed to prevent SSO occurrences, including the following:
1. permanently-installed electrical generator at the main pump station, to drive the pumps at the main pump station;
  2. trailer-mounted electrical generator, to drive the pumps at all other pump stations.
- C. **Outside Resources:** For situations that require services beyond the City's capabilities or supplies beyond those maintained on hand, the City will refer to a list of emergency call numbers:
1. Parson & Sanderson (504) 615-4183 Hydromatic pumps
  2. APT Controls (337) 984-1856 control systems service
  3. Teche Electric Supply (337) 234-7427 electrical supplies
  4. Mallard Environmental (337) 981-1185 vacuum truck

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Attachment 3

- D. Personnel Preparedness: The City maintains its preparedness for SSOs, in terms of personnel training and instruction, by taking measures to insure that its employees will respond to SSO occasions in a rapid and knowledgeable manner.
1. Lines of communication regarding SSOs are established and maintained as described in Section II of the CMOM;
  2. The City's Water & Sewer Operations (WSO) personnel maintain their familiarity with equipment and supplies by means of regularly scheduled checks of truck and warehouse inventories;
  3. The City's wastewater operators maintain their state-sanctioned certifications by attending seminars and continuing education classes that include preparedness and responsiveness training related to sanitary sewer overflows.
  4. Upon adoption of the CMOM program, the City's WSO personnel will be supplied with copies of the CMOM program, which will be reviewed with the Assistant Supervisor of Public Works semi-annually, or more often as may be necessary.
- E. Locations of and Responses to Anticipated SSOs:
1. In the event of pump failure, pump station power outage, or other pump station problem, it is expected that any resultant SSO will occur at the affected pump station's wetwell manhole and perhaps at one or more manholes located immediately upstream of the wetwell manhole.
  2. In such event, the sewer collection system map shown in Attachment No. 6, as well as the experience of the City's supervisory personnel, will serve as a guide regarding locations at which SSOs may be expected to occur. WSO personnel will use such information accordingly to address potential and actual SSO occurrences in accordance with Section III of the CMOM Program.
- F. Site-Specific Response Procedures:
1. Statement: Given that
    - a. An SSO can occur at any manhole in the City's wastewater collection system as a result of sewer line blockage completely unrelated to pump station operation; and that
    - b. Such an SSO caused by sewer line blockage can occur almost as readily as an SSO at a pump station manhole caused by pump station outage or by rain-related infiltration or inflow; and that
    - c. The City's wastewater collection system has hundreds of manholes, and thus hundreds of potential SSO sites; and that
    - d. SSOs from the City's wastewater collection system are a relatively infrequent occurrence; and that

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- e. On average over the course of the last five years, SSOs relating to collection system problems have been able to be corrected by City personnel in less than two hours; and that
  - f. Each such SSO occurrence has discharged an average of less than 200 gallons (less than one cubic yard) of wastewater; and that
  - g. The City's personnel have thus ably demonstrated that they are more than capable of addressing and correcting SSOs in a timely and effective manner; and that
  - h. Historically, the City experiences an extremely low personnel turnover rate, thus ensuring that long-term employees' cumulative knowledge and experience regarding collection system characteristics and SSO occurrences is retained and passed on to newer personnel; and that
  - i. The City, through on-going sewer rehabilitation and monitoring programs, is steadily decreasing the incidence of infiltration and inflow into its collection system, thus decreasing the potential for SSOs; and that
  - j. Implementation of the CMOM Program is expected to further decrease the incidence of SSOs, and to decrease the volume of wastewater released to the environment from any SSOs that do occur;
2. Declaration: Therefore the City has determined that
    - a. The formulation of site-specific response procedures to be followed for each of the City's hundreds of potential SSO points would constitute an unnecessary and nonproductive engineering exercise; and that
    - b. The imposition of site-specific response procedures to be followed for each of the City's hundreds of potential SSO points would constitute unnecessary and possibly counterproductive micromanagement; and that
    - c. The City's proposed version of the CMOM Program should be adopted without a formulation or imposition of site-specific response procedures.
- G. Estimated Storage Capacity:
1. Statement: Given that
    - a. An SSO can occur at any manhole in the City's wastewater collection system as a result of sewer line blockage completely unrelated to pump station operation; and that
    - b. Such an SSO caused by sewer line blockage can occur almost as readily as an SSO at a pump station manhole caused by

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- pump station outage or by rain-related infiltration or inflow;  
and that
- c. The City's wastewater collection system has hundreds of manholes, and thus hundreds of potential SSO sites; and that
  - d. The sewer lines upstream of any particular manhole constitute a collection basin unique to that particular manhole; and that
  - e. Each of the hundreds of such manhole-specific collection basins possesses its own unique storage capacity; and that
  - f. Estimation of storage capacity for a particular collection basin would, by nature of the situation, be specifically intended to be used as an estimate of the amount of time available to address and correct SSO conditions; and that
  - g. To be useful in such a situation, any such estimate of storage capacity would thus be time-dependant; and that
  - h. Sewer flows vary greatly according to time of day, as well as day of the week and season of the year, and thus, for a comprehensive storage-capacity time projection that includes each of the hundreds of potential SSO points, a complex and involved flow analysis would be required; and that
  - i. Once an SSO has begun to occur, the storage capacity of the upstream collection basin has already been filled to the discharge point's datum and, thus, the estimated storage capacity of the upstream collection basin is not particularly useful or relevant to the problem; and that
  - j. SSOs from the City's wastewater collection system are a relatively infrequent occurrence; and that
  - k. On average over the course of the last five years, SSOs relating to collection system problems have been able to be corrected by City personnel in less than two hours; and that
  - l. Each such SSO occurrence has discharged an average of less than 200 gallons (less than one cubic yard) of wastewater; and that
  - m. The City's personnel have thus ably demonstrated that they are more than capable of addressing and correcting SSOs in a timely and effective manner; and that
  - n. Historically, the City experiences an extremely low personnel turnover rate, thus ensuring that long-term employees' cumulative knowledge and experience regarding collection system characteristics and SSO occurrences is retained and passed on to newer personnel; and that



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("CMOM PROGRAM")**

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**ATTACHMENT 4**

Map of the Wastewater Collection System

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE//OPELOUSAS DIVISION

NOTICE OF MANUAL ATTACHMENT

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CASE # 6:00-cv-1238

UNITED STATES OF AMERICA,

Plaintiff, and

STATE OF LOUISIANA,

Plaintiff Intervener,

v.

CITY OF ST. MARTINVILLE,

Defendant,

v.

LEMNA CORPORATION,

Third Party Defendant

JUDGE/MAGISTRATE: HAIK/METHVIN

ATTACHMENT TO: NOTICE OF LODGING OF CONSENT DECREE BETWEEN  
THE UNITED STATES OF AMERICA, THE STATE OF  
LOUISIANA, AND THE CITY OF ST. MARTINVILLE

DESCRIPTION: Attachment 4 (Map of the Wastewater Collection System) to  
Exhibit A (CONSENT DECREE BETWEEN THE UNITED  
STATES OF AMERICA, THE STATE OF LOUISIANA, AND  
THE CITY OF ST. MARTINVILLE) to NOTICE OF LODGING  
OF CONSENT DECREE BETWEEN THE UNITED STATES OF  
AMERICA, THE STATE OF LOUISIANA, AND THE CITY OF  
ST. MARTINVILLE

FILED BY: Plaintiff United States of America

FILE DATE: July 30, 2009

ARE LOCATED IN THE CLERK'S OFFICE OF THE PRESIDING JUDGE

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM  
("CMOM PROGRAM")**

**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

**Attachment A to the Consent Decree in  
U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.)**

**ATTACHMENT 5**

**ROUTINE INSPECTION AND PREVENTATIVE MAINTENANCE PROCEDURES FOR  
GRAVITY-FLOW SEWER MAINS AND FOR MECHANICAL AND ELECTRICAL  
SYSTEMS IN THE COLLECTION SYSTEM**

- I. Routine Inspection:
- A. Pump stations are inspected on a daily basis. For each pump station, the following tasks are performed:
    - (a) Check pumps for proper operation, noting any vibration, unusual noise, leakage or other such signs of impending failure;
    - (b) Check drive belts for wear or looseness;
    - (c) Check pump run-time meters to verify that pumps are properly alternating operation;
    - (d) Check controls for proper operation;
    - (e) Check piping, valves and fittings for leakage;
    - (f) Check wetwell for accumulations of solidified grease or other items that may impede pump station operation. Verify that float controls are properly in place;
    - (g) Verify that alarm lamps are functional.
  - B. For any problems found during routine inspection, the crew either:
    - (a) immediately corrects the problem; or
    - (b) draws up a work order for the necessary corrective action.
- II. Preventative Maintenance:
- A. Emergency power generators are checked for fluid levels and operating systems, and are started up and exercised, once a week;
  - B. Pumps are lubricated at least once every three months;
  - C. Pump station sites are kept clean and secure, with: grass and other vegetation being trimmed on a regular basis; animal and insect presences being eliminated as needed; and fencing, locks and other associated items being maintained as needed.

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM**

**(“CMOM PROGRAM”)**

**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

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**ATTACHMENT 6**

**MAP OF WASTEWATER COLLECTION SYSTEM SHOWING PRIORITY AREAS OF  
CONCERN**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE//OPELOUSAS DIVISION

NOTICE OF MANUAL ATTACHMENT

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CASE # 6:00-cv-1238

UNITED STATES OF AMERICA,

Plaintiff, and

STATE OF LOUISIANA,

Plaintiff Intervener,

v.

CITY OF ST. MARTINVILLE,

Defendant,

v.

LEMNA CORPORATION,

Third Party Defendant

JUDGE/MAGISTRATE: HAIK/METHVIN

ATTACHMENTS TO: NOTICE OF LODGING OF CONSENT DECREE BETWEEN  
THE UNITED STATES OF AMERICA, THE STATE OF  
LOUISIANA, AND THE CITY OF ST. MARTINVILLE

DESCRIPTION: Attachment 6 (Map of Wastewater Collection System Showing  
Priority Areas of Concern) to Exhibit A (CONSENT DECREE  
BETWEEN THE UNITED STATES OF AMERICA, THE  
STATE OF LOUISIANA, AND THE CITY OF ST.  
MARTINVILLE) to NOTICE OF LODGING OF CONSENT  
DECREE BETWEEN THE UNITED STATES OF AMERICA,  
THE STATE OF LOUISIANA, AND THE CITY OF ST.  
MARTINVILLE

FILED BY: Plaintiff United States of America

FILE DATE: July 30, 2009

ARE LOCATED IN THE CLERK'S OFFICE OF THE PRESIDING JUDGE

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM**  
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**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

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**ATTACHMENT 7**

**SCHEDULE FOR SYSTEMATIC CONTINUAL TESTING AND REPAIRS**

**Year One:**

- Basin No. 2: all sections (43 total sections, with 12,400 ft. total sewer main)
- Basin No. 3: all sections (6 total sections, with 1670 ft. total sewer main)
- Basin No. 4: all sections (73 total sections, with 20,700 ft. total sewer main)
- Basin No. 14: all sections (8 total sections, with 2680 ft. total sewer main)
- Basin No. 16: all sections (2 total sections, with 430 ft. total sewer main)

**Year Two:**

- Basin No. 1: sections from wetwell out to all upstream manholes numbered between 1.1 and 1.135 (135 total sections, with 37,255 ft. total sewer main)

**Year Three:**

- Basin No. 6: all sections (29 total sections, with 6280 ft. total sewer main)
- Basin No. 7: all sections (104 total sections, with 24,190 ft. total sewer main)
- Basin No. 9: all sections (8 total sections, with 2260 ft. total sewer main)
- Basin No. 15: all sections (2 total sections, with 270 ft. total sewer main)

**Year Four:**

- Basin No. 1: section between MH 1.8 and MH 1.136; sections from MH 1.136 out to all upstream manholes (67 total sections, with 18,730 ft. total sewer main)
- Basin No. 8: all sections (84 total sections, with 18,190 ft. total sewer main)

**Year Five:**

- Basin No. 5: all sections (14 total sections, with 3190 ft. total sewer main)
- Basin No. 10: all sections (73 total sections, with 18,910 ft. total sewer main)
- Basin No. 11: all sections (15 total sections, with 2135 ft. total sewer main)
- Basin No. 12: all sections (27 total sections, with 7560 ft. total sewer main)
- Basin No. 13: all sections (8 total sections, with 2125 ft. total sewer main)

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**ATTACHMENT 8**

**TREATMENT POND OVERFLOW EMERGENCY RESPONSE PLAN**

**A. General:**

1. The ponds at the City's wastewater treatment facility are of adequate capacity to hold and contain anticipated additional flows associated with extreme rain events.
2. The levees of the ponds are well designed and constructed, are actively monitored and maintained, and are inspected on a regular basis. As such, a breach in the levees is considered unlikely.
3. In the unlikely event of an overflow or breach in the ponds' levees, the City will immediately take corrective action, using strategies and methods best suited to the situation, in order to prevent or halt the discharge of partially-treated wastewater into adjacent waterways.

**B. History and Future Likelihood of Pond Overflow:**

1. Over the past 20 years, there have been two (2) instances of overflow from the treatment ponds. In these instances, the ponds' water level rose following an extreme rain event, to a point where water overtopped the levees.
2. Following this overflow event, the City built up the ponds' levees, raising the levee crowns to a higher permanent elevation.
3. Following the raising of the levee crowns, there has been at least one 100-year rain event, as well as other instances of extreme rain events associated with hurricanes. In each such case, the ponds were able to hold and contain the additional flows.
4. Increased flow volumes associated with extreme rain events are caused by infiltration and inflow (I&I) in the wastewater collection system. To address this situation, the City has completed several collection system rehabilitation projects over the past decade to decrease such increased flow volumes.
5. The City continues to work toward reduction of I&I in its collection system, as described in Section V of the CMOM Program. As such, it is expected that flow volumes associated with extreme rain events will be further decreased.

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6. Based on the facts described herein above, it is reasonably anticipated that, in the future, the ponds of the City's wastewater treatment facility will be able to hold and contain increased flows that may result from future extreme rain event.

C. Maintenance, Inspection and Repair of Pond Levees:

1. The City maintains the ponds' levees in good working order, by keeping grasses trimmed and by removing any plant growth or animals that may pose a threat to the integrity of the levee's earthworks.
2. The levees are inspected on a regular basis, and any repairs are made upon discovery of need.

D. Emergency Response – Pond Overtopping:

1. During extreme rain events, the City actively monitors any associated rise in the ponds' water levels.
2. If it is anticipated that the ponds' water level will overtop the levees, the City will immediately act to mobilize such forces, equipment, and other resources as may be necessary to divert the ponds' excess flows to a City-owned wetlands area adjacent to the treatment facility's ponds. (Note: Said wetlands are the site of the Wetlands Assimilation Area that, under plans that are currently being drawn up, the City will be utilizing for wastewater tertiary treatment in the near future.)
3. Such forces, equipment, and other resources will include but not be limited to:
  - a. manpower, including personnel from Public Works divisions other than Water & Sewer Operations, as may be necessary to implement necessary actions;
  - b. temporary pumps and associated power generators adequate to remove excess volumes of water;
  - c. pipe, fittings, valves, and other mechanical equipment as may be necessary to transport excess volumes of water;
  - d. sheet piles, bulk soil materials, sandbags, and other such materials, as well as any and all equipment necessary to deliver and install such materials, as may be necessary to divert and direct excess volumes of water.
4. In the event that the City determines that it is unable to provide any of the forces, equipment, and other resources necessary to address the situation, it will, on a timely basis, contract with outside suppliers to provide such necessary forces, equipment, and other resources.

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E. Emergency Response – Levee Breach:

1. The City actively monitors the condition of the levees of its wastewater treatment facility's ponds.
2. Upon discovery of a levee breach, the City will immediately act to mobilize such forces, equipment, and other resources as may be necessary to repair the breach.
3. Such forces, equipment, and other resources will include but not be limited to:
  - a. manpower, including personnel from Public Works divisions other than Water & Sewer Operations, as may be necessary to implement necessary actions;
  - b. sheet piles, bulk soil materials, sandbags, and other such materials, as well as any and all equipment necessary to deliver and install such materials, as may be necessary to repair the breach.
4. In the event that the City determines that it is unable to provide any of the forces, equipment, and other resources necessary to address the situation, it will immediately contract with outside suppliers to provide such necessary forces, equipment, and other resources.

F. 24-Hour Notification:

1. Within 24 hours of discovery of an overflow or breach, the City will inform, by telephone, the Primary Governmental Enforcement Agency and other Governmental Oversight Agencies of interest, of the incident.
2. Such Agencies, as well as their contact telephone numbers, are listed in Attachment No. 2.

G. Documentation:

1. The Assistant Superintendent of Public Works, or his authorized designate, will, in writing, record the details of the unauthorized wastewater release occurrence (pond overflow or breach).
2. Such documentation will be completed immediately following the correction of said occurrence.
3. Documentation will include:
  - a. date and time when the event began (estimated where necessary);
  - b. date and time when the event was ended;
  - c. duration (in hours) of the event;
  - d. estimated volume (in gallons) that was released into adjacent waterways during the event;
  - e. name and location of the receiving waterway;

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- f. environmental impact (i.e., an estimate of the released overflow's impact on public health and to water quality in the receiving water body);
- g. description of the wastewater treatment system component from which the release occurred;
- h. cause or suspected cause of the release;
- i. response actions taken;
- j. list of notifications to the public and other agencies or departments, if any.

H. Written Notification:

1. The Assistant Superintendent of Public Works, or his authorized designate, will, upon completion of said documentation, forward a copy of the documentation, via facsimile, to the City Engineer:
  - a. Upon receiving said documentation, the City Engineer will prepare a letter of explanation to be sent to the Primary Governmental Enforcement Agency, to be signed by the Mayor on the City's behalf;
  - b. Said letter will be signed by the Mayor and mailed within seven (7) days of the oral notification described herein above in *Subsection F*.
2. The City will, in the local newspaper and at City Hall, post a notice to inform the public of the overflow or breach event. Such notice will thoroughly describe the details of events as listed in Subsection G(3) herein above. The notice will be posted as soon as possible but in no event later than one month after the overflow or breach event.

I. Further Action:

1. The Assistant Superintendent of Public Works, or his authorized designate, will record and compile other pertinent information regarding the release event. Information to be recorded and compiled includes:
  - a. steps that have been taken to prevent the overflow or breach from recurring;
  - b. steps, if any, that will be taken to prevent the overflow or breach from recurring and a schedule for those steps;
  - c. work order records regarding investigation and repair of system problems related to the overflow or breach;
  - d. documentation of any other performance or implementation measures taken in relation to the overflow or breach;
  - e. a list and description of complaints from the public regarding the overflow or breach.

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- J. The Assistant Superintendent of Public Works, or his authorized designate, will file and safely store for future reference all completed documentation and other paperwork related to the overflow or breach occurrence.
- K. The City will, for at least five (5) years, maintain copies of all paperwork described herein above.

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**ATTACHMENT 9**

**METHOD FOR CALCULATION OF DAILY FLOWS**

**A. General:**

1. The City's wastewater collection system is comprised of sixteen (16) individual collection basins, each of which is served by its own pump station. Of these sixteen (16) collection basins, three (3) collection basins are pumped directly to the City's wastewater treatment facility. The other thirteen (13) collection basins are pumped into one of the other collection basins, with the flows from these thirteen (13) collection basins ultimately entering one of the three (3) collection basins that are pumped directly to the treatment facility. Thus, flows out of the three (3) directly-pumped collection basins collectively represent the total flow entering the treatment facility.
2. Daily flows out of each collection basin, as well as daily flows entering the City's wastewater treatment facility, will be monitored in the manner described herein below.
3. Daily flows out of each of the sixteen (16) individual collection basins will be calculated based on readings of pump run-time meters installed at the pump stations that serve said collection basins. Calculated daily flows will be compiled for evaluation of collection basin performance, particularly as it relates to the possible incidence of infiltration and inflow (I&I).
4. As previously described, the City's treatment facility receives flow from three (3) of the collection system's pump stations. The summation of calculated daily flows from these three (3) pump stations will be utilized to determine the daily flow entering the treatment facility.
5. Prior to commencement of the daily flow monitoring regime, the pumping rates of pumps at all sixteen (16) of the collection system's pump stations will have been determined in the manner described herein below.

**B. Pump-Down Procedure for Determining Pumping Rates at Each Pump Station:**

1. Plug off manhole(s) immediately upstream of pump station wetwell.
2. Fill wetwell with additional water as may be needed to run pumps for measurement of pumping rates.
3. Perform a timed test for each pump:
  - a. Note the water level in the wetwell prior to beginning of timed test;

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- b. Operate designated pump until water level in wetwell is pumped down to a predetermined stopping point. Record elapsed time (in seconds) between start and stop.
- c. Measure the difference in wetwell water levels (in feet) between the beginning and ending of the timed test.
- d. Refill the wetwell with water and perform timed test for other individual pump(s).
- e. For pump stations that are programmed to occasionally have more than one pump operating at the same time, perform timed test with pumps running concurrently.
- f. Repeat tests for each individual pump, and for concurrent pumping where applicable, until engineer is satisfied with accuracy of results.
- g. Measure cross-sectional dimensions of pump station wetwell.
- h. Remove plugs from upstream manhole(s).

C. Calculation of Pumping Rates for Each Pump Station:

- 1. Calculate cross-sectional area (**A**) of wetwell at pump station **n** (in square feet).
- 2. Calculate pumping rate (**Q**) for each individual pump (**i**) at pump station **n**:

$$Q_{n-i} = (A_n)(D_{n-i})(7.48 \text{ gal/cu.ft.}) / (E_{n-i})$$

where  $Q_{n-i}$  = pumping rate for individual pump **i** at pump station **n** (gpm)

$A_n$  = cross-sectional area of wetwell at pump station **n** (sq.ft.)

$D_{n-i}$  = measured vertical distance between water levels at beginning and end of timed test (ft.)

$E_{n-i}$  = elapsed time of pumping test (min.)

**n** := pump station numerical designation (**n** := 1...16)

**i** := individual pump numerical designation  
 (**i** := 1... total number of pumps at pump station)

- 3. Calculate pumping rate (**Q**) for concurrent pumping (**c**) at pump station **n**:

$$Q_{n-c} = (A_n)(D_{n-c})(7.48 \text{ gal/cu.ft.}) / (E_{n-c})$$

where  $Q_{n-c}$  = pumping rate for concurrent pumping (gpm)

$A_n$  = cross-sectional area of wetwell at pump station **n** (sq.ft.)

$D_{n-c}$  = measured vertical distance between water levels at beginning and end of timed test (ft.)

$E_{n-c}$  = elapsed time of pumping test (min.)

**n** := pump station numerical designation (**n** := 1...16)

**c** := concurrent pumping designation

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D. Calculation of Daily Flow at Each Pump Station:

1. Install run-time meters for each pump and for concurrent pumping at each of the sixteen (16) pump stations.
2. With pumping rates at each pump station having been determined and all run-time meters installed and operational, commence monitoring regime.
3. At each pump station, take daily reading of each pump's run-time meter, and of concurrent pumping run-time meter. (Note: Concurrent pumping occurs at all pump stations except Pump Station No.1.)
4. Calculate flow ( $F$ ) for each individual pump ( $i$ ) at each pump station  $n$  for preceding 24-hour period:

$$F_{n-i} = (Q_{n-i})[(T_1 - T_0)_{n-i} - (T_1 - T_0)_{n-c}]$$

where  $F_{n-i}$  = flow for preceding 24-hour period for individual pump  $i$  (gal)

$Q_{n-i}$  = pumping rate, prev. determined, for individual pump  $i$  (gpm)

$(T_1)_{n-i}$  = this day's meter reading for individual pump  $i$  (min.)

$(T_0)_{n-i}$  = previous day's meter reading for individual pump  $i$  (min.)

$(T_1)_{n-c}$  = this day's meter reading for concurrent pumping  $c$  (min.)

$(T_0)_{n-c}$  = previous day's meter reading for concurrent pumping  $c$  (min.)

5. Calculate flow ( $F$ ) for concurrent pumping ( $c$ ) for preceding 24-hour period:

$$F_{n-c} = (Q_{n-c})(T_1 - T_0)_{n-c}$$

where  $F_{n-c}$  = flow for preceding 24-hour period for concurrent pumping  $c$  (gal)

$Q_{n-c}$  = pumping rate, prev. determined, for concurrent pumping  $c$  (gpm)

$(T_1)_{n-c}$  = this day's meter reading for concurrent pumping  $c$  (min.)

$(T_0)_{n-c}$  = previous day's meter reading for concurrent pumping  $c$  (min.)

6. Total daily flow from the pump station will be the sum of calculated flows from individual pumps, plus calculated flow from concurrent pumping.

E. Calculation of Daily Flow to Treatment Facility:

1. Pump stations that pump directly to the treatment facility are:
  - a. Pump Station No. 1 (Main P.S., W. Bridge St. @ Railroad R/W)
  - b. Pump Station No. 11 (Highway 353 @ Cajun Dr.)
  - c. Pump Station No. 14 (Seiber Rd.)

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2. Daily flow to the treatment facility will be calculated by a totalization of daily flows from these three (3) pump stations. Such totalization is represented by the following equation:

$$\begin{aligned}
 F_{total} &= F_{1-1} + F_{1-2} + F_{1-3} + F_{1-4} + F_{11-1} + F_{11-2} + F_{11-c} + F_{14-1} + F_{14-2} + F_{14-c} \\
 &= (Q_{1-1})(T_1 - T_0)_{1-1} + (Q_{1-2})(T_1 - T_0)_{1-2} + (Q_{1-3})(T_1 - T_0)_{1-3} \\
 &\quad + (Q_{1-4})(T_1 - T_0)_{1-4} + (Q_{11-1})[(T_1 - T_0)_{11-1} - (T_1 - T_0)_{11-c}] \\
 &\quad + (Q_{11-2})[(T_1 - T_0)_{11-2} - (T_1 - T_0)_{11-c}] + (Q_{11-c})(T_1 - T_0)_{11-c} \\
 &\quad + (Q_{14-1})[(T_1 - T_0)_{14-1} - (T_1 - T_0)_{14-c}] \\
 &\quad + (Q_{14-2})[(T_1 - T_0)_{14-2} - (T_1 - T_0)_{14-c}] + (Q_{14-c})(T_1 - T_0)_{14-c}
 \end{aligned}$$

**CAPACITY, MANAGEMENT, OPERATIONS & MAINTENANCE PROGRAM  
("CMOM PROGRAM")**

**FOR THE ST. MARTINVILLE, LOUISIANA WASTEWATER SYSTEM**

**Attachment A to the Consent Decree in  
U.S. & La. v. St. Martinville, No. CV00-1238 L-O (W.D. La.)**

**ATTACHMENT 10**

**COPIES OF AMENDMENTS TO ST. MARTINVILLE ORDINANCE ART. 1,  
CHAPTER 14, SECTIONS 14-1 AND 14-7.1 EFFECTIVE FEBRUARY 27, 2007**

Ordinance 07 - 01

AMENDMENT OF ORDINANCE

An ordinance amending and re-enacting that portion of the Code of Ordinances of the City of St. Martinville, Louisiana, having reference to Nuisances which is presently designated as Article I, In General, Chapter 14 Nuisances, Section 14-2, Illustrative Enumeration of the City of St. Martinville Code of Ordinances.

BE IT ORDAINED BY MAYOR AND CITY COUNCIL OF THE CITY OF ST. MARTINVILLE, LOUISIANA IN REGULAR SESSION CONVENED THAT

SECTION 1: Article I, In General, Chapter 14 Nuisances, Section 14-2 Illustrative Enumeration of the Code of Ordinances of the City of St. Martinville is hereby amended and re-enacted so as to include the following:

(1) Any condition that allows infiltration of any substances into the City Sewer collection system (i.e. broken or improperly maintained sewer drainage pipes)

SECTION 2: This ordinance shall become effective February 27, 2007

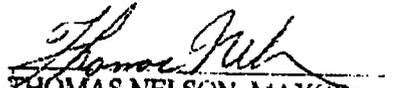
SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: BE IT ORDAINED that if any clause, sentence, paragraph or part of this ordinance, for any reason, be adjudged to be invalid, such judgement shall not affect, impair or invalidate the remainder of this ordinance.

The above ordinance having been reduced to writing was considered by the City Council for the City of St. Martinville; and on motion of Mike Fuselier and seconded by Dennis Williams the ordinance was submitted for adoption.

YEAS: Mr. Fuselier, Mr. Prosper, Mr. Williams, Mr. Charles, Mr. Champ  
NAYS: NONE  
ABSENT: NONE

The ordinance was thereupon declared adopted the 26<sup>th</sup> day of February, 2007.

  
THOMAS NELSON, MAYOR

ATTEST:  
  
LORRIE M POIRIER, SECRETARY

Ordinance 07 - 02

AMENDMENT OF ORDINANCE

An ordinance amending and re-enacting that portion of the Code of Ordinances of the City of St. Martinville, Louisiana, having reference to Nuisances which is presently designated as Article I, In General, Chapter 14 Nuisances, Section 14-7.1, Basis for Determining Costs of Abatement by the City, of the City of St. Martinville Code of Ordinances.

BE IT ORDAINED BY MAYOR AND CITY COUNCIL OF THE CITY OF ST. MARTINVILLE, LOUISIANA IN REGULAR SESSION CONVENED THAT:

SECTION 1: Article I, In General, Chapter 14 Nuisances, Section 14-7.1, Basis for Determining Costs of Abatement by City, of the Code of Ordinances of the City of St. Martinville is hereby amended and re-enacted so as to read as follows:

14-7.1 Bases for determining costs of abatement by the City.

(A) The costs of the City or contractors hired by the City through the bid process, to perform grass cutting, debris removal, or repairs of sewer pipes on private property shall be based on the cost incurred by the City, for total amount billed by a Contractor or if work performed by the City, cost shall include labor, fringe benefits presently adopted by the City, the cost of material and supplies based upon the purchase price, and the cost for use of equipment to accomplish the task, which said cost shall be at a rate established by the City for the current year.

(B) All contractors shall be licensed and shall be required to take pictures of the property before and after work is performed as a prerequisite to receiving payment.

SECTION 2: This ordinance shall become effective February 27, 2007

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: BE IT ORDAINED that if any clause, sentence, paragraph or part of this ordinance, for any reason, be adjudged to be invalid, such judgement shall not affect, impair or invalidate the remainder of this ordinance.

The above ordinance having been reduced to writing was considered by the City Council for the City of St. Martinville; and on motion of Mike Fuselier and seconded by Dennis Williams the ordinance was submitted for adoption.

YEAS: Mr. Fuselier, Mr. Prosper, Mr. Williams, Mr. Charles, Mr. Champ

NAYS: NONE

ABSENT: NONE

The ordinance was thereupon declared adopted the 26<sup>th</sup> day of February, 2007.



the Consent Decree, St. Martinville will take actions related to its sewage treatment system intended to ensure compliance with the Clean Water Act (“CWA”), 33 U.S.C. § 1251 et seq., and the Louisiana Water Control Law, La. R.S. §§ 30:2071 to 30:2089, and will pay a civil penalty of almost \$50,000 in two installments. Plaintiffs have provided public notice of the Consent Decree and solicited comment. No comments were received. For the reasons set forth in this Memorandum in Support, the Consent Modification is fair, adequate, reasonable and appropriate under the particular facts, and there has been valid consent by the concerned parties. Accordingly, the United States and Louisiana respectfully request that the Court grant this Motion to Enter by signing page 32 of the proposed Consent Decree and entering the Consent Decree.

## I. BACKGROUND

### A. The Publicly Owned Treatment Works Owned and Operated by the City of St. Martinville

The City of St. Martinville, Louisiana is located in St. Martin Parish, Louisiana. St. Martinville owns and operates a publically-owned treatment works (“POTW”) that discharges pollutants into Cypress Island Coulee, a navigable water of the United States and a water of the State of Louisiana. A part of the POTW owned and operated by St. Martinville is the sanitary sewage collection and transmission system (including pipes, force mains, gravity sewer lines, lift stations, pump stations, manholes, and related equipment) designed to convey sewage from the source to the POTW (“the Collection System”).

Discharge of pollutants from the POTW was authorized under a series of National Pollutant Discharge Elimination System (“NPDES”) permits issued under the CWA to St. Martinville. NPDES Permit No. LA0040941 went into effect on February 1, 1990 (“the 1990

NPDES Permit”) and was subsequently re-issued using the same permit number with an effective date of November 1, 1996 (“the 1996 NPDES Permit”). The 1996 NPDES Permit was superseded by Louisiana Pollutant Discharge Elimination System (“LPDES”) Permit No. LA0040941 which went into effect on January 1, 2007 (“the 2007 LPDES Permit”). Each of these permits specified effluent limitations applicable to the discharge from the POTW.<sup>1</sup>

**B. The United States’ Complaint and Louisiana’s Complaint in Intervention**

On May 25, 2000, the United States filed a Complaint against St. Martinville seeking injunctive relief, and civil penalties pursuant to Clean Water Act (“CWA”) Sections 301 and 309, 33 U.S.C. §§ 1311 & 1319. On June 5, 2000, the State of Louisiana filed a Complaint in Intervention against St. Martinville seeking injunctive relief, and civil penalties pursuant to Louisiana R.S. 30:2025(G)(1). In their Complaints, the United States and Louisiana alleged that St. Martinville violated CWA Section 301, 33 U.S.C. § 1311, and Louisiana R.S. 30:2025(G)(1) by:

1. Exceeding the effluent limits in the 1990 NPDES Permit and the 1996 NPDES Permit;
2. Violating the operation and maintenance requirements of the 1990 NPDES Permit and the 1996 NPDES Permit, by having sanitary sewer overflows (“SSOs”) from its Collection System. SSOs occur when wastewater is discharged from the Collection System at any location other than the POTW. An example would be the discharge of untreated sewage from an overflowing manhole;
3. Violating the record keeping requirements of the 1990 NPDES Permit and the 1996 NPDES Permit;
4. Violating the monitoring requirements of the 1990 NPDES Permit and the 1996 NPDES Permit; and

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<sup>1</sup> “The term ‘effluent limitation’ means any restriction established by a State or the Administrator [of EPA] on quantities, rates, and concentrations of chemical, physical, biological, and other constituents which are discharged from point sources into navigable waters . . . including schedules of compliance.” 33 U.S.C. § 1362(11). See also La. Admin. Code tit. 33, § 1105.

5. Violating the flow measurement requirements of the 1990 NPDES Permit and the 1996 NPDES Permit;

**C. The Consent Decree**

The Consent Decree will resolve civil claims against St. Martinville alleged in the United States' Complaint and the State of Louisiana's Complaint in Intervention.<sup>2</sup> The proposed Consent Decree imposes three key requirements on St. Martinville: changes to the POTW to achieve compliance with effluent limits in the 2007 LPDES Permit, implementation of a comprehensive program to operate and maintain the Collection System, and payment of a civil penalty.

**1. Compliance with Effluent Limits in the 2007 LPDES Permit**

In order to bring its POTW into compliance with the effluent limitations in the 2007 LPDES Permit, St. Martinville adopted a strategy of moving the discharge location from its original location (the Cypress Island Coulee) to an adjacent wetland (the Cypress Island Coulee Wetland). Louisiana has established procedures for permitting discharges to wetlands.<sup>3</sup> Moving the discharge to the Cypress Island Coulee Wetland will enable St. Martinville to comply with the effluent limitations because different effluent limitations are applicable to these receiving streams. In addition, the new discharge location is expected to have beneficial effects on the Cypress Island Coulee Wetland.

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<sup>2</sup> The only claims in the case that would remain unresolved after this proposed Consent Decree is entered are the claims asserted by St. Martinville in its Third-Party Complaint against Lemna, Inc. (Docket No. 12).

<sup>3</sup> See La. Admin. Code tit. 33, § 1109(J)(3) and Permitting Guidance Document for Implementing Louisiana Surface Water Quality Standards -- Water Quality Management Plan, Volume 3, Section 10 (April 16, 2008) (copy available at: <http://www.deq.louisiana.gov/portal/LinkClick.aspx?fileticket=Wfp9dlhS%2fZY%3d&tabid=243>).

**i. Movement of the Discharge Location Will Enable Compliance with Effluent Limitations**

Under Louisiana regulations, the generally applicable effluent limits for discharges from oxidation pond sewage treatment plants (such as St. Martinville's) is a thirty-day average of 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS. La. Admin. Code tit. 33, § 711(D). The CWA specifies procedures that allow states to set alternate, water quality based effluent limits for designated receiving streams. 33 U.S.C. § 1313. Under these procedures, states set water quality standards for waters within their boundaries and determine effluent limitations for receiving streams that will facilitate the maintenance or attainment of those water quality standards. Generally, if the water quality based effluent limitation for a particular receiving stream is more stringent than the limit that would otherwise apply, then the water quality based effluent limitation is applied in permits authorizing discharges to that receiving stream. For many receiving streams in Louisiana—including the Cypress Island Coulee--this process resulted in water quality based thirty-day average effluent limitations of 10 mg/l BOD<sub>5</sub> and 15 mg/l TSS.<sup>4</sup>

The water quality based effluent limitations of 10 mg/l BOD<sub>5</sub> and 15 mg/l TSS were incorporated into the 1990 NPDES Permit in the form of the final effluent limitations which became effective in February 1992<sup>5</sup> and were continued in effect by the 1996 NPDES Permit. The 2007 LPDES Permit specifies a construction schedule for St. Martinville to construct a system that will move discharge location from the Cypress Island Coulee to the Cypress Island Coulee Wetland. Since the water quality based effluent limitations of 10 mg/l BOD<sub>5</sub> and 15 mg/l

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<sup>4</sup> Louisiana Water Quality Management Plan Vol. 8, Appendix B (January 26, 2009) (copy available at: <http://www.deq.louisiana.gov/portal/LinkClick.aspx?fileticket=0Abcn4iPokI%3d&tabid=97>).

<sup>5</sup> The 1990 NPDES Permit set interim effluent limitations of 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS that were in effect through January 1992 and final effluent limitations of 10 mg/l BOD<sub>5</sub> and 15 mg/l TSS which went into effect in February 1992.

TSS are not applicable to the Cypress Island Coulee Wetland, the effluent limitations applicable to the new discharge location will be the generally applicable effluent limits for discharges from oxidation pond sewage treatment plants of 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS.

The 2007 LPDES Permit requires that St. Martinville complete construction of the system for discharging to the Cypress Island Coulee Wetland by the end of 2010 and that, once construction is complete, the applicable effluent limitation will be 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS.<sup>6</sup> Based upon records of its past performance, EPA and LDEQ have determined that St. Martinville's existing POTW is capable of meeting the effluent limitations of 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS.

**ii. Beneficial Effects on the Discharge to the Cypress Island Coulee Wetland**

LDEQ has recognized "that many of the state's wetlands are deteriorating due to changes to hydrology and the resultant lack of nutrients, suspended solids, and a high natural subsidence rate. Therefore the department may allow the discharge of the equivalent of secondarily treated effluent into wetlands for the purposes of nourishing and enhancing those wetlands." Permitting Guidance Document for Implementing Louisiana Surface Water Quality Standards -- Water Quality Management Plan, Volume 3, Section 10 (April 16, 2008). Any application for an

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<sup>6</sup> The Consent Decree requires St. Martinville to complete construction of the system to discharge from its POTW to Cypress Island Coulee Wetland by the construction deadline in the 2007 LPDES Permit or any later date set in an amendment to the 2007 LPDES Permit. Consent Decree at Para. 10. The 2007 LPDES Permit includes Interim and Final Effluent Limitations. Originally, the Interim Effluent Limitations were in effect for two years after the effective date of the permit (i.e. through January 1, 2009) and were the same as the effluent limits in the 1996 NPDES Permit. The Final Effluent Limitations of 30 mg/l BOD<sub>5</sub> and 90 mg/l TSS became effective upon completion of construction of the discharge to the Cypress Island Coulee Wetland. In November 2008, LDEQ issued a modification of the 2007 LPDES permit ("the Modified 2007 LPDES Permit"). Under the Modified 2007 LPDES permit, the Interim Limits remain in effect through the end of 2010 or until completion of construction, after which date the final limits are applied. A procedural error in the issuance of the Modified 2007 LPDES permit was corrected when the modification was re-issued by LDEQ on April 6, 2009.

LPDES permit authorizing discharge to a wetland must be supported by an assessment of the suitability of the wetland to assimilate the discharge.

In order to support its application for a permit to discharge to the Cypress Island Coulee Wetland, St. Martinville arranged for Comite Resources, Inc. to conduct a Wetland Wastewater Assimilation Use Attainability Analysis (“the Use Attainability Analysis” or “UAA”). The purpose of the Use Attainability Analysis was to determine the suitability of the Cypress Island Coulee Wetland for assimilation of the discharge from the POTW. A report was prepared and a copy of the report was filed on March 2, 2004 (Docket No.109). The report determines that “[a] properly managed wetland assimilation system would likely result in no contribution to the [total pollution load] of a receiving water body because nutrients and other materials in the effluent will be nearly completely assimilated by the wetlands.” March 2004 Wetland Wastewater Assimilation Use Attainability Analysis Report (“UAA Report”) at § 7.0 (Docket No. 109). The report also concludes that:

[T]he Cypress Island Coulee wetlands near the City of St. Martinville are excellent candidates for assimilation of secondarily treated municipal wastewater. The hydrology of the area is controlled by rainfall, and by natural ridges, roads and spoil banks. These features will ensure that there is maximum contact with wetlands and long residence times for water. The relatively low loading rates and long residence times will lead to high assimilation rates of nutrients. The forest productivity is low, partially due to the low nutrient concentrations. It is likely that the added nutrients will lead to increased productivity as has been observed in other sites. It is recommended that St. Martinville implement a wetland assimilation project for the Cypress Island Coulee wetlands as a long-term solution for municipal wastewater treatment.

UAA Report at § 8.0 (Docket No. 109). This analysis was part of the record supporting LDEQ’s decision to issue the 2007 LPDES Permit to St. Martinville.

## **2. Implementation of a Comprehensive Program to Operate and Maintain the Collection System**

The Consent Decree requires St. Martinville to implement the attached Capacity, Management, Operations, and Maintenance Program for the Collection System (“CMOM”). The principal goal of the CMOM is to eliminate the potential for SSOs by ensuring that St. Martinville will:

1. Properly operate and maintain the City’s wastewater collection system;
2. Maintain adequate response procedures to address SSO occurrences;
3. Conduct a program of testing, inspection and repair to minimize infiltration and inflow to the collection system;
4. Make all reasonable efforts to ensure that the City’s wastewater collection system is maintained in good working order such that sufficient capacity is available to convey municipal sewage and collection-system infiltration and inflow to the wastewater treatment facility.

CMOM (Attachment A to the Consent Decree) at § I(C).

The CMOM includes a cyclical five-year schedule for diagnostic testing, inspection, and repair of the entire collection system. As of the end of 2008, the City had completed the work required during the first three years of the schedule. Under the proposed Consent Decree, the City will complete the remaining work and then repeat the full five-year schedule for as long as the Consent Decree remains in effect.

## **3. Payment of a Civil Penalty**

Under the proposed Consent Decree, St. Martinville will pay a civil penalty of \$49,926,28 as follows:

- i. An initial payment of \$30,000 is to be made thirty days after the Consent Decree is entered.
- ii. A second payment of \$19,926,28 is to be made on July 15, 2010. Interest will accrue on this amount beginning on July 15, 2009 and, including interest, the total payment will equal \$20,000.

The civil penalty payments are to be split evenly between the United States and Louisiana.

**D. Public Notice and Opportunity to Comment**

The U.S. Department of Justice published in the Federal Register a notice that the proposed Consent Decree Modification was lodged with the Court and soliciting public comment for a period of thirty (30) days. 74 Fed. Reg. 39105 (August 5, 2009). No comments were received by the United States.

On behalf of LDEQ, St. Martinville published a notice soliciting public comment for period of forty-five (45) days in *The Teche News* on August 12, 2009. No comments were received by LDEQ.

**III. STANDARD OF REVIEW**

In reviewing a proposed consent decree, the reviewing court must ascertain only “that the settlement is fair, adequate, reasonable and appropriate under the particular facts and that there has been valid consent by the concerned parties.” United States v. City of Miami, 664 F.2d 435, 441 n.13 (5th Cir. 1981) (quoting Metropolitan Housing Development Corp. v. Village of Arlington Heights, 616 F.2d 1006, 1014 (7th Cir. 1980)). “If the suit seeks to enforce a statute, the decree must be consistent with the public objectives sought to be attained by Congress.” City of Miami, 664 F.2d at 441 (citing Metropolitan Housing Development Corp., 616 F.2d at 1014).

“The trial court in approving a settlement need not inquire into the precise legal rights of the parties nor reach and resolve the merits of the claims or controversy.” City of Miami, 664 F.2d at 441 n.13 (quoting Metropolitan Housing Development Corp., 616 F.2d at 1014). “In the absence of fraud or collusion, the trial court ‘should be hesitant to substitute its own judgment for that of counsel.’” Ruiz v. McKaskle, 724 F.2d 1149, 1152 (5th Cir. 1984) (citing Cotton v. Hinton, 559 F.2d 1326, 1330 (5th Cir. 1977)). See also United States v. Akzo Coatings of

America, Inc., 949 F.2d 1409, 1435 (6th Cir. 1991) (reviewing court “may not substitute [its] own judgment for that of the parties to the decree”).

Finally, “[p]ublic policy strongly encourages the settlement of cases.” Ho v. Martin Marietta Corp., 845 F.2d 545, 547 n.2 (5th Cir. 1988) (citing Bass v. Phoenix Seadrill/78, 749 F.2d 1154, 1164 (5th Cir. 1985)). The presumption in favor of settlement “is particularly strong where a consent decree has been negotiated by the Department of Justice on behalf of a federal administrative agency like EPA which enjoys substantial expertise in the environmental field.” Akzo Coatings, 949 F.2d at 1436 (citing United States v. Cannons Engineering Corp., 899 F.2d 79, 84 (1st Cir.1990).

#### IV. DISCUSSION

The settlement has the valid consent of the parties. The key signatories have certified that they are authorized to execute the document and bind their respective parties. (CD ¶ 68). The Consent Decree was negotiated at arms’ length over many years, and all parties were represented by experienced counsel. The Consent Decree reflects the parties’ careful and informed assessment of the relative merits of each other’s positions, while taking into account the costs and risks associated with litigating a case such as this one.

The settlement is also fair, adequate, reasonable, and consistent with the public objectives sought to be attained by the statute. The Consent Decree adequately and reasonably serves the purposes of the CWA by ensuring St. Martinville’s compliance with the 2007 LPDES Permit. The Consent Decree contains specific requirements enforceable by stipulated penalties for noncompliance. In addition, the Consent Decree adequately serves the objectives of the CWA by requiring a civil penalty of \$49,926,28 to deter St. Martinville from violating federal and state requirements in the future.

**V. CONCLUSION**

Plaintiff requests that the Consent Decree be entered without a hearing or further proceeding. St. Martinville has signed the proposed Consent Decree and does not oppose entry. For the reasons given above, the Consent Decree is fair, adequate, reasonable and appropriate under the particular facts and that there has been valid consent by the concerned parties. Accordingly, the United States respectfully requests that the Court sign page 32 of the proposed Consent Decree and enter the Consent Decree.

**FOR THE UNITED STATES OF AMERICA:**

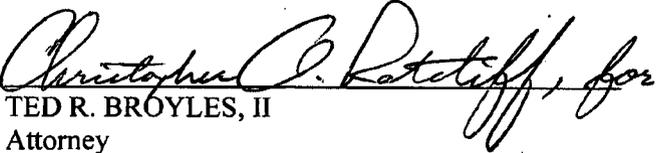
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**FOR THE STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF  
ENVIRONMENTAL QUALITY:**



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