

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA)
)
 and)
)
 THE STATE OF IDAHO,)
)
 Plaintiffs,)
)
 v.)
)
 THE CITY OF JEROME, IDAHO,)
)
 Defendant.)
)

Civil Action No. 3:15-cv-155

CONSENT DECREE

Table of Contents

I. JURISDICTION AND VENUE 2

II. APPLICABILITY 2

III. OBJECTIVES 4

V. COMPLIANCE PROGRAMS..... 6

VI. REVIEW AND APPROVAL PROCEDURES 8

VII. FUNDING..... 11

VIII. REPORTING REQUIREMENTS 11

IX. CIVIL PENALTIES..... 14

X. STIPULATED PENALTIES 15

XI. FORCE MAJEURE 18

XII. DISPUTE RESOLUTION..... 20

XIII. NOTICES..... 22

XIV. INFORMATION COLLECTION AND RETENTION 24

XV. FAILURE OF COMPLIANCE..... 26

XVI. EFFECT OF SETTLEMENT AND RESERVATION OF RIGHTS 26

XVII. EFFECTIVE DATE 28

XVIII. RETENTION OF JURISDICTION..... 28

XIX. MODIFICATION 28

XX. TERMINATION..... 29

XXI. PUBLIC PARTICIPATION 30

XXII. SIGNATORIES/SERVICE..... 30

XXIII. COSTS 31

XXIV. INTEGRATION 31

XXV. APPENDICES 31

XXVI. FINAL JUDGMENT 32

APPENDIX A: Map of the City’s Wastewater Treatment Facility

APPENDIX B: Compliance Programs

CONSENT DECREE

WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint (“Complaint”) in this action concurrently with this Consent Decree, alleging that Defendant, the City of Jerome (“City”), violated Sections 301 and 402 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1342, and the conditions and limitations of its National Pollutant Discharge Elimination System (“NPDES”) permit issued to the City by EPA under Section 402(b) of the CWA, 33 U.S.C. § 1342(b).

WHEREAS, the State of Idaho has joined as a party to this action pursuant to Section 309(e) of the CWA, 33 U.S.C. § 1319(e).

WHEREAS, the City owns and operates a Wastewater Treatment Facility that treats residential and industrial wastewaters.

WHEREAS, the State of Idaho has an existing agreement with the City to loan funds for the upgrade of the Wastewater Treatment Facility. Nothing in this Consent Decree shall change, modify, or extend in any way the existing process established under that loan agreement, and under Idaho Code § 39-118 and the Idaho Wastewater Rules for the State to review and approve plans; and nothing in this Consent Decree relieves the City of its obligation under said loan agreement and state law to obtain the approval of DEQ of plans for the upgrade of the Wastewater Treatment Facility.

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

NOW, THEREFORE, 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 Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1331, 1345, and 1355, and over the Parties. Venue lies in this District, pursuant to Sections 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(a), because it is the judicial district where the City is located and where the alleged violations occurred. For purposes of this Decree, or any action to enforce this Decree, the City consents to the Court's jurisdiction over the City, this Decree, and any such action, and further consents to venue in this judicial district.
2. For purposes of this Consent Decree, the City agrees that the Complaint states claims upon which relief may be granted under the Clean Water Act.

II. APPLICABILITY

3. The provisions of this Consent Decree shall apply to and be binding upon the United States and the State, and upon the City, its officers, directors, agents, employees, contractors, successors, assigns, and all persons, firms, and corporations acting under the direction and control of the City, including firms, corporations, and third parties under contract with the City to perform obligations of this Consent Decree.
4. No transfer of ownership or operation of any portion of its Wastewater Treatment Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve the City of its obligation to ensure that the terms of the Decree are satisfied and implemented. Effective from the date of lodging of this Consent Decree until its termination pursuant to

Section XX, at least thirty (30) days prior to such transfer, the City shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States and the State, in accordance with Section XIII (“Notices”). The City shall condition any transfer, in whole or in part, of ownership, operation, or other interest of the Wastewater Treatment Facility upon the successful execution of the terms and conditions of this Decree.

5. The City shall provide copies of this Consent Decree to all officers, directors, employees, and agents of the City whose duties might reasonably include compliance with any provision of this Decree. The City also shall provide copies of the Consent Decree to any engineering, consulting, or contracting firm, or any other entity that the City retains to perform the work, or any portion thereof, required by this Consent Decree upon execution of any contract relating to the performance of such work. For entities that the City has already retained to perform work in accordance with this Consent Decree, the City shall provide a copy of the Consent Decree to such entities no later than thirty (30) days after the Effective Date. Providing a copy shall include making the Consent Decree available electronically or by paper copy if requested by the entity retained. The City shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. Any action taken by any entity retained by the City to implement the City’s obligations under this Consent Decree shall be considered an action of the City for purposes of determining compliance with this Consent Decree. In any action to enforce this Consent Decree, the City shall not raise as a defense the act or failure to act by any of its officers, directors, agents, employees, consultants, or contractors.

III. OBJECTIVES

7. The Parties enter into this Consent Decree with the objective that all plans, measures, reports, construction, maintenance, operational requirements, and other obligations in this Consent Decree, or resulting from the activities required by this Consent Decree, shall cause the City to obtain Achievement of Full Operation for all treatment plant upgrades, no later than six years from the Effective Date of this Consent Decree, full compliance with the CWA and the regulations promulgated thereunder, applicable state law and regulations, and the terms and conditions of the City's NPDES Permit.

IV. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CWA and its implementing regulations, or the City's NPDES Permit shall have the meanings assigned to them in the CWA, implementing regulations, or the City's NPDES Permit unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a) "Achievement of Full Operation" shall mean completion of construction and installation of equipment or infrastructure such that equipment or infrastructure has been placed in full operation, and is expected to both function and perform as designed, plus complete shakedown and related activities, as well as completion of in-situ modified operations and maintenance manuals. This specifically includes all control systems and instrumentation necessary for normal operations and all residual handling systems.
- b) "City" shall mean the City of Jerome, Idaho.
- c) "Complaint" shall mean the Complaint filed by the United States in this action.

- d) “Consent Decree” shall mean this Consent Decree and all appendices hereto (listed in Section XXV).
- e) “Day” shall mean a calendar day unless expressly stated to be a business 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 business day.
- f) “EPA” shall mean the U.S. Environmental Protection Agency and any of its successor departments or agencies.
- g) “Effective Date” shall mean the definition provided in Section XVII.
- h) “NPDES Permit” shall mean the City’s National Pollutant Discharge Elimination System permit, Number ID0020168, issued by the EPA on July 1, 2010, or such permits that succeed this permit issued and in effect at a relevant time under this Consent Decree.
- i) “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- j) “Parties” shall mean the United States, the State of Idaho, and the City of Jerome.
- k) “Sanitary Sewer Overflow” or “SSO” shall mean any overflow, spill, diversion, or release of wastewater from or caused by the Sanitary Sewer System. This term shall include:
- (i) discharges to surface waters of the State or United States from the Sanitary Sewer System and
 - (ii) any release of wastewater from the Sanitary Sewer System to public or private property that does not reach waters of the United States or the State.
- l) “Sanitary Sewer System” or “SSS” shall mean the wastewater collection and conveyance system owned or operated by the City, including all pipes, force mains, gravity sewer segments, pump stations, lift stations, interceptors, diversion structures, manholes, and appurtenances

thereto, designed to collect and convey municipal sewage, including residential, commercial, and industrial wastewaters, , through a single-pipe system to Jerome’s wastewater treatment plants.

- m) “Section” shall mean a portion of this Decree identified by a roman numeral.
- n) “State” shall mean the State of Idaho.
- o) “United States” shall mean the United States of America, acting on behalf of EPA.
- p) “Wastewater Treatment Facility” shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement CWA § 201, or necessary to recycle or reuse water at the most economical costs over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances; extensions, improvements, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment. Wastewater Treatment Facility further means any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including stormwater runoff, or industrial waste. Appendix A is a map of the City’s Wastewater Treatment Facility.

V. COMPLIANCE PROGRAMS

9. Emergency Storage Pond – The City has constructed an Emergency Storage Pond that the City shall maintain and ensure functions as designed. The City hereby certifies that the Emergency Storage Pond holds 21 million gallons, was designed using sound engineering practices, and as applicable was designed consistent with Idaho Code § 39-118 and the Idaho Wastewater Rules (IDAPA 58.01.16).

10. Upgrade to Wastewater Treatment Facility
 - a) Subject to the possible exception provided in Paragraph 11, the City must plan, build, and make operational all of the Compliance Programs contained within Appendix B. All upgrades shall be completed in accordance with the approved engineering plans and specifications.
 - b) Within 3 years of the Effective Date, the City shall submit to EPA for review and approval designs and specifications, including a schedule to reach Achievement of Full Operations per paragraph 13 below, for upgrades of the existing Wastewater Treatment Facility, including but not limited to: 1) The Headworks; 2) Addition of basins 5 and 6 in the membrane treatment section, along with increase in blower capacity; 3) Addition of sludge dewatering, and a new building to house both existing dewatering equipment as well as the new additions; 4) Additional aeration basin to increase the capacity by an appropriate amount, along with a new pump station and a new blower building; 5) New yard piping and necessary site work to accommodate the new construction; and 6) Increase in biotower ventilation. The City shall also submit all designs and specifications to the State. The existing Facility is detailed in Appendix A.
 - c) Engineering designs and analyses required to be developed and performed pursuant to this Consent Decree shall be conducted using sound engineering practices, and as applicable consistent with Idaho Code § 39-118 and the Idaho Wastewater Rules (IDAPA 58.01.16).
 - d) The review and approval process shall be subject to Section VI below.
11. In the event that the City determines there are any parts of Appendix B that no longer need to be implemented, the City shall submit to EPA for its review and approval a full written

justification and any supporting documentation for not needing the upgrades. This written justification must be submitted within six months of the Effective Date and include a full existing and future wasteload allocation analysis which shows that in at least the next 5 years in the future the Wastewater Treatment Facility will meet the existing permit limits, and will have at least a 15% margin of safety without the Priority 2, or 3 upgrades detailed in Appendix B. This analysis needs to include all aspects of the Wastewater Treatment Facility, and it must also be submitted to the State.

12. Once EPA has approved the designs and specifications for upgrades to the Wastewater Treatment Facility listed in Appendix B (along with the items in paragraph 11), the City has 3 years from the Effective Date to submit engineering designs to EPA for its review and approval according to Section VI below. Engineering designs and analyses required to be developed and performed pursuant to this Consent Decree shall be submitted to the State and conducted using sound engineering practices, and as applicable consistent with Idaho Code § 39-118 and the Idaho Wastewater Rules (IDAPA 58.01.16).

13. Within 6 years of the Effective Date, the upgrades to the Wastewater Treatment Facility shall attain Achievement of Full Operation.

VI. REVIEW AND APPROVAL PROCEDURES

14. After review of any plan, report, and other item that the City is required to submit to EPA for review in accordance with this Consent Decree, EPA 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.

15. If the submission is approved pursuant to Paragraph 28(a), the City shall take all actions required by the plan, report, or other document, in accordance with the schedules and

requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part, pursuant to Paragraph 28(b) or (c), the City shall, upon written direction from EPA, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions, subject to the City's right to dispute only the specified conditions or the disapproved portions, under Section XII of this Decree ("Dispute Resolution").

16. If the submission is disapproved in whole or in part pursuant to Paragraph 28(c) or (d), the City shall, within forty-five (45) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, the City shall proceed in accordance with the preceding Paragraph.

17. Any stipulated penalties applicable to the original submission, as provided in Section X of this Decree, shall accrue during the 45-Day period, or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of the City's obligations under this Consent Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

18. If a resubmitted plan, report, or other item, or portion thereto, is disapproved in whole or in part, EPA may again require the City to correct any deficiencies, in accordance with the preceding Paragraphs, or may themselves correct any deficiencies, subject to the City's right to invoke the Dispute Resolution and the right of EPA to seek stipulated penalties as provided in the preceding Paragraphs.

19. All work plans, reports, and other materials required to be submitted to EPA under this Consent Decree shall, upon approval by EPA, be enforceable under this Consent Decree. In the event that EPA approves, partially approves, or conditionally approves a portion of a work plan, report, or other material required to be submitted to EPA under this Consent Decree, the approved portion shall be enforceable under this Consent Decree, unless such portion of a work plan, report, or other material remains directly dependent upon an unapproved portion of the submission or resubmission and the City invokes its right to dispute resolution under Section XII (Dispute Resolution) of this Consent Decree.

20. EPA agrees to use its best efforts to expeditiously review and comment on submittals that the City is required to submit for approval pursuant to this Consent Decree. If EPA fails to act on a submittal within ninety (90) days of receipt of the submittal, any subsequent milestone date dependent upon such action shall be extended by the number of Days beyond the 90-Day review period that EPA uses to act on the submittal. In this event, the City must notify EPA in writing, at the time of the submittal, of the end date of the 90-Day review period plus any specific milestone dates that the City believes would be extended under this Paragraph if EPA fails to act within 90 days. This Paragraph does not apply to EPA's review of, or actions taken with regard to, revisions of water quality standards, permits, or any matters other than submittals that the City is specifically required to submit to EPA for approval pursuant to this Consent Decree. Nothing in this Paragraph shall change, modify, or extend in any way the date of the City's Achievement of Full Operation, established in Paragraph 13.

21. Permits. Where any compliance obligation under this Section requires the City to obtain federal, state, or local permits or approval, the City shall submit timely and complete applications to the required authorities and take all other actions necessary to obtain all such

permits or approvals. The City 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 or approval required to fulfill such obligation, if the City has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VII. FUNDING

22. The City’s duty to comply with the terms of this Consent Decree is not contingent upon the receipt of any federal, State or local funds. The City’s failure to comply is not excused by the lack of federal or state grant funds, by the processing of any applications for the same, or by the City’s financial capabilities. Application for construction grants, State revolving loan funds, or any other grants or loans, or delays in processing or receipt of federal, state or local funds caused by inadequate facility planning or plans and specifications on the part of the City shall not be cause for extension of any required compliance date in this Consent Decree.

VIII. REPORTING REQUIREMENTS

23. Beginning with the first full calendar quarter after the Effective Date and annually thereafter until this Consent Decree terminates in accordance with Section XX (Termination) of this Consent Decree, the City shall submit a written Annual Report to EPA and the State. The Annual Report shall include at a minimum:

a) a description of the following: (i) the status of any work plan or report development; (ii) the status of any design and construction activities; (iii) the status of all Consent Decree compliance measures and specific reporting requirements for each program plan as required by the applicable Section; (iv) the project costs incurred during the reporting period; (v) any

problems anticipated or encountered, along with the proposed or implemented solutions; (vi) any reports submitted to state or local agencies; and (viii) any anticipated or ongoing operation and maintenance activities; and (ix) remedial activities that will be performed in the upcoming year to comply with the requirements of this Consent Decree.

b) a description of any non-compliance with the requirements of this Consent Decree and an explanation of the likely cause and duration of the violation and any remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of the violation cannot fully be explained at the time the report is due, the City shall so state in the report. The City shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) Days following the day the City becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves the City of its obligation to provide the notice required by Section XI (Force Majeure) of this Consent Decree.

24. If the City violates, or has reason to believe that it may violate, any requirement of this Consent Decree, the City shall notify EPA of such violation and its likely duration, in a written report, within ten (10) Days following the Day the City first becomes aware of the violation, with an explanation of the likely cause and duration of the violation and any remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of the violation cannot be fully explained at the time the report is due, the City shall so state in the report. The City shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) Days following the Day the City becomes aware of the cause of the violation. Nothing in this Paragraph or the following

Paragraph relieves the City of its obligation to provide the notice required by Section XI of this Consent Decree (“Force Majeure”).

25. Whenever any violation of this Consent Decree or any other event affecting the City’s performance under this Consent Decree, or the operation of its Wastewater Treatment Facility, may pose an immediate threat to the public health or welfare or the environment, the City shall notify EPA orally or electronically as soon as possible, but in no event later than twenty-four (24) hours following when the City first becomes aware of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraphs.

26. All Annual Reports, or other reports required under this Section VIII, shall be submitted to EPA and the State in accordance with Section XIII (Notices and Submissions) of this Consent Decree.

27. Each report submitted by the City under this Section VIII shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification does not apply to emergency notifications where compliance would be impractical.

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

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

IX. CIVIL PENALTIES

30. Within thirty (30) Days from the Effective Date, the City shall pay the sum of \$86,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

31. The payment of the civil penalty to the United States of America shall be made by FedWire Electronic Funds Transfer (“EFT”) to the United States Department of Justice (“DOJ”), in accordance with written instructions to be provided to the City, following entry of this Consent Decree, by the Financial Litigation Unit of the U.S. Attorney’s Office for the District of Idaho. At the time of payment, the City shall send a copy of the EFT authorization form and the EFT transaction record, together with the transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States of America v. City of Jerome, and shall reference the civil action number and DOJ case number 90-5-1-1-10697 to the United States, in accordance with Section XVI (Notices and Submissions) of this Consent Decree, and by mail to:

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

32. The City shall not deduct any penalties paid under this Decree pursuant to this Section or Section X (“Stipulated Penalties”) in calculating its federal and State income taxes.

X. STIPULATED PENALTIES

33. The City shall be liable to the United States for stipulated penalties in the amounts set forth in this Section for failure to comply with the requirements of this Consent Decree as specified below, unless excused under Section XI (Force Majeure). “Compliance” or “to comply” shall include meeting all requirements of this Consent Decree and any applicable permit, as well as completing the activities under this Consent Decree, or any work plan or other plan approved under this Consent Decree, in accordance with all applicable requirements of this Consent Decree, and within the specified time schedules established by and approved under this Consent Decree.

34. Late Payment of Civil Penalties. If the City fails to pay the civil penalty required to be paid under Section IX (Civil Penalties) of this Consent Decree when due, the City shall pay a stipulated penalty of \$5,000 for each Day that the payment is late.

35. Failure to Comply with the Compliance Program Requirements. The following stipulated penalties shall accrue per Day for any failure to comply with any of the Compliance Program requirements of this Consent Decree set forth in Section V:

<u>Period of Non-compliance</u>	<u>Stipulated Penalty</u>
1 st to 14 th Day	\$1,500 per day per violation
15 th to 30 th Day	\$2,000 per day per violation
After 31st Day and beyond	\$2,500 per day per violation

36. Failure to Comply with Other Reporting Requirements. The following stipulated penalties shall accrue per Day for any failure to comply with the reporting requirements of this Consent Decree (excluding all reporting requirements required under the Compliance Programs set forth in Section V):

37.	<u>Period of Non-compliance</u>	<u>Stipulated Penalty</u>
	1 st to 14 th Day	\$500 per day per violation
	15 th to 30 th Day	\$500 per day per violation
	After 31st Day and beyond	\$1,000 per day per violation

38. NPDES Permit Violations. The following stipulated penalties shall accrue for each failure to comply with the following numerical limits imposed by the City’s NPDES Permit:

i)	<u>Parameter</u>	<u>Stipulated Penalty</u>
	Biological Oxygen Demand	\$500 per average weekly violation
	Biological Oxygen Demand	\$1,000 per average monthly violation
	Total Suspend Solids	\$500 per average weekly violation
	Total Suspended Solids	\$1,000 per monthly violation.
	E. coli Bacteria	\$500 per average weekly violation
	E. coli Bacteria	\$1,000 per average monthly violation
	Total Phosphorous	\$500 per average weekly violation
	Total Phosphorous	\$1,000 per average monthly violation

39. Any Other Violations of this Consent Decree. The City shall pay a stipulated penalty of \$1,000.00 per violation per Day for any violation of the Consent Decree that is not specified in this Section.

40. Stipulated penalties under this Section X 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.

41. The City shall pay stipulated penalties to the United States within thirty (30) days of written demand by either Plaintiff.

42. Penalty Accrual during Dispute Resolution. Stipulated penalties shall continue to accrue as provided in Paragraph 56, during any Dispute Resolution , but need not be paid until the following:

a) If the dispute is resolved by agreement or by a decision of the United States that is not appealed to the Court, the City shall pay accrued penalties determined to be owing, together with accrued interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of the decision or order issued by the United States.

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

c) If any Party appeals the District Court's decision, and the United States prevails in whole or in part, the City shall pay all accrued penalties determined to be owing to the United States, together with accrued interest, within fifteen (15) days of receiving the final appellate court decision.

43. The City shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraphs 31, except that the transmittal letter shall state for which violation(s) the penalties are being paid.

44. If the City fails to pay stipulated penalties, and any accrued interest, to the United States in accordance with the terms of this Consent Decree, the City shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for the City's failure to pay any stipulated penalties.

45. Subject to the provisions of Section XVI (Effect of Settlement and 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 for the City's violation of this

Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the City's NPDES Permit or the Clean Water Act, the City shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

XI. FORCE MAJEURE

46. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the City, of any entity controlled by the City, or of City's contractors, that delays or prevents the performance of any obligation under this Consent Decree, despite the City's best efforts to fulfill the obligation. The requirement that the City exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure events and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force majeure does not include the City's financial inability to perform any obligation under this Consent Decree or the City's failure to approve contracts necessary to meet the requirements of this Consent Decree. If any event occurs or has occurred that may delay the performance of any obligations under this Consent Decree, whether or not caused by a force majeure event, the City shall provide notice orally or by electronic or facsimile transmission to EPA within seventy-two (72) hours of when the City first knew, or, in the exercise of reasonable diligence under the circumstances, should have known, of such event. Within seven (7) days thereafter, the City shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or effect of the delay; the City's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the City's

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

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

48. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the City in writing of their decision.

49. If the City elects to invoke the dispute resolution procedures set forth in Section XII (Dispute Resolution) of this Consent Decree, it shall do so no later than fifteen (15) days after receipt of EPA's notice of decision. In any such proceeding, the City shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the City complied with the requirements of Paragraphs

62-64 above. If the City carries this burden, the delay at issue shall be deemed not to be a violation by the City of the affected obligation of this Consent Decree identified to EPA and the Court.

XII. DISPUTE RESOLUTION

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

51. Informal Dispute Resolution. Any dispute subject to the Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the City sends the United States and the State a written Notice of Dispute, in accordance with Section XIII (Notices). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States and the State shall be considered binding, unless, within thirty (30) days after the conclusion of the informal negotiation period, the City invokes formal dispute resolution procedures as set forth below.

52. Formal Dispute Resolution. The City shall invoke formal dispute resolution procedures within the time period set forth in the preceding Paragraph, by serving the United States and the State, in accordance with Section XIII (Notices) of this Consent Decree, a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be

limited to, any factual data, analysis, or opinion supporting the City's position and any supporting documentation relied upon by the City.

53. The United States and the State shall serve their Statement of Position within forty-five (45) days of receipt of the City's Statement of Position. The Statement of Position served by the United States and the State shall include, but need not be limited to, any factual data, analysis, opinion, or supporting documentation relied upon by the United States and the State. The Statement of Position served by the United States and the State shall be binding on the City, unless the City files a motion for judicial review of the dispute in accordance with the following Paragraph.

54. The City may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XIII (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The City must file the motion within fifteen (15) days of receipt of the Statement of Position served by the United States and the State pursuant to the preceding Paragraph. The motion shall contain a written statement of the City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

55. The United States and the State shall respond to the City's motion within the time period allowed by the Local Rules of this Court. The City may file a reply memorandum, to the extent permitted by the Local Rules.

56. Standard of Review.

a) Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under the foregoing Paragraph pertaining to the

adequacy or appropriateness of plans, procedures to implement plans, schedules, or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, the City shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with the law.

b) Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 70, the City shall bear the burden of demonstrating that its position complies with this Consent Decree and furthers the objectives of this Consent Decree.

57. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Consent Decree, unless and until a final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of non-compliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 58. If the City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X (Stipulated Penalties).

XIII. NOTICES

58. 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:
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611

Washington, D.C. 20044-7611
DJ # 90-5-1-1-10697

and

United States Environmental Protection Agency:

Director, Water Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., NW
Mail Code: 2243-A
Washington, D.C. 20460

and

Director, Office of Compliance and Enforcement
U.S. Environmental Protection Agency, Region 10
1200 6th Avenue, Suite 900
Seattle, WA 98101

To the State:

David Anderson; Brian Reed
Idaho Department of Environmental Quality
650 Addison Avenue West Suite 110
Twin Falls, ID 83301

To the City:

Mike Williams
City Administrator
152 East Avenue A.
Jerome, Idaho 83338

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

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

XIV. INFORMATION COLLECTION AND RETENTION

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

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

62. Upon request, the City shall provide EPA and the State or their authorized representatives a split of any samples taken by the City. Upon request, EPA and the State shall provide the City with splits of any samples taken by EPA or the State.

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

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

64. At the conclusion of the information retention period set forth in the preceding Paragraph, the City shall notify the United States at least ninety (90) days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, the City shall deliver any such documents, records, or other information to the United States.

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

66. The City may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that the City seeks to protect as CBI, the City shall follow the procedures set forth in 40 C.F.R. Part 2. If no claim of confidentiality accompanies documents or information when they are submitted to the United States and the State, the public may receive access to such documents or information without further notice, in accordance with 40 C.F.R. Part 2, Subpart B.

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

XV. FAILURE OF COMPLIANCE

68. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that the City's compliance with any aspect of this Consent Decree will result in compliance with the provisions of the CWA, 33 U.S.C. § 1251 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits. The City shall remain responsible for compliance with the terms of the CWA and its implementing regulations, applicable state law and regulations, its NPDES Permit, and this Consent Decree. The pendency or outcome of any proceeding concerning issuance, reissuance, or modification of any NPDES Permit shall neither affect nor postpone the City's duties and obligations as set forth in this Consent Decree.

XVI. EFFECT OF SETTLEMENT AND RESERVATION OF RIGHTS

69. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of this Consent Decree.

70. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 87. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the CWA or its implementing regulations, or under

other federal or state laws, regulations, or permit conditions, except as expressly provided in Paragraph 87.

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

72. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, or other appropriate relief relating to the City's Wastewater Treatment Facility or the City's violations, the City shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 69.

73. This Consent Decree is not a permit, nor a modification of any permit, under any federal, state, or local laws or regulations. The City is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and the City's compliance with this Consent Decree shall not be a defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

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

75. Nothing in this Consent Decree limits the rights or defenses available under Section 309(e) of the Clean Water Act, 33 U.S.C. §1319(e), in the event that the laws of the State, as currently or hereafter enacted, may prevent the City from raising the revenues needed to comply with this Consent Decree.

XVII. EFFECTIVE DATE

76. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVIII. RETENTION OF JURISDICTION

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

XIX. MODIFICATION

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

79. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section XV (Dispute Resolution) of this Consent Decree, provided, however, that, instead of

the burden of proof provided by Paragraph 74, the Party seeking modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with the grounds for relief specified in Federal Rule of Civil Procedure 60(b).

XX. TERMINATION

80. The City may serve upon the United States and the State a Request for Termination of Consent Decree, together with supporting documentation, certifying that the City has satisfied all of its obligations under the Decree including:

- a) Completion of all compliance requirements in Section V (Compliance Programs) and that it has achieved and maintained satisfactory compliance with this Consent Decree for a period of twelve consecutive months following completion of its requirements under Section V;
- b) Compliance with all other requirements of this Consent Decree; and
- c) Payment in full of all civil penalties, any accrued stipulated penalties, and any accrued interest as required by this Consent Decree.

81. Following receipt by the United States and the State of the City's Request for Termination, the Parties shall confer informally concerning the Request for Termination and any disagreement that the Parties may have as to whether the City has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States and the State agree that the Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

82. If the United States and the State do not agree that the Consent Decree may be terminated, the City may invoke dispute resolution under Section XII (Dispute Resolution). The City, however, shall not seek dispute resolution of any dispute regarding termination of this Consent Decree, under Paragraph 70, until ninety (90) days after service of its Request for

Termination. The City shall have the burden of proof that it met the conditions for termination of the Consent Decree. This Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court, in accordance with Section XII (Dispute Resolution).

XXI. PUBLIC PARTICIPATION

83. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment, in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. The City consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of this Consent Decree, unless the United States has notified the City in writing that it no longer supports entry of this Consent Decree.

XXII. SIGNATORIES/SERVICE

84. Each undersigned representative of the City, the State, and the Deputy Section Chief for the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice, on behalf of the United States, 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.

85. This Consent Decree may be signed in counterparts. The City agrees to accept service of process by mail or courier service to the address set forth in Section XIII with respect to all matters arising under or relating to this Consent Decree and to waive the formal service

requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court, including, but not limited to, service of a summons.

XXIII. COSTS

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

XXIV. INTEGRATION

87. This Consent Decree and its Appendices constitute 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, pertaining to the settlement embodied herein. Other than the deliverables subsequently submitted and approved pursuant to this Consent Decree and incorporated herein, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

XXV. APPENDICES

88. The following documents are attached to and incorporated into this Consent Decree:

“Appendix A” is a map of the Wastewater Treatment Facility.

“Appendix B” is list of Compliance Programs not listed in Section V above.

XXVI. FINAL JUDGMENT

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

Dated and entered this _____ day of _____, 2015.

UNITED STATES DISTRICT JUDGE
District of Idaho

FOR PLAINTIFF UNITED STATES OF AMERICA:

JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural Resources Division

05-01-2015
Date




THOMAS A. MARIANI, JR.
Deputy Section Chief
Environmental Enforcement Section

5/6/15
Date




KATHERINE L. MATTHEWS
Trial Attorney
United States Department of Justice
Environment & Natural Resources Division
Environmental Enforcement Section
999 18TH Street, Suite 370
Telephone: (303) 844-1365
Fax: (303) 844-1350
Email: Kate.Matthews@usdoj.gov

FOR PLAINTIFF UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:



MARK POLLINS, Director
Water Enforcement Division
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Date: 5.5.15



JOANNA CITRON DAY, Attorney
Municipal Enforcement Branch
Water Enforcement Division
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

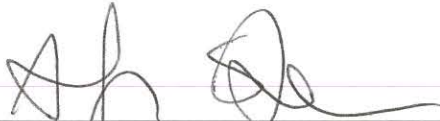
Date: 4-15-15

FOR PLAINTIFF UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:



EDWARD J. KOWALSKI
Director, Office of Compliance and Enforcement
United States Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

Date: 4/30/2015



ALLYN L. STERN
Regional Counsel
United States Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

Date: 5-2-15




STEPHANIE MAIRS
Assistant Regional Counsel
United States Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

Date: Apr. 17 15

FOR PLAINTIFF STATE OF IDAHO:

3/18/2015

Date



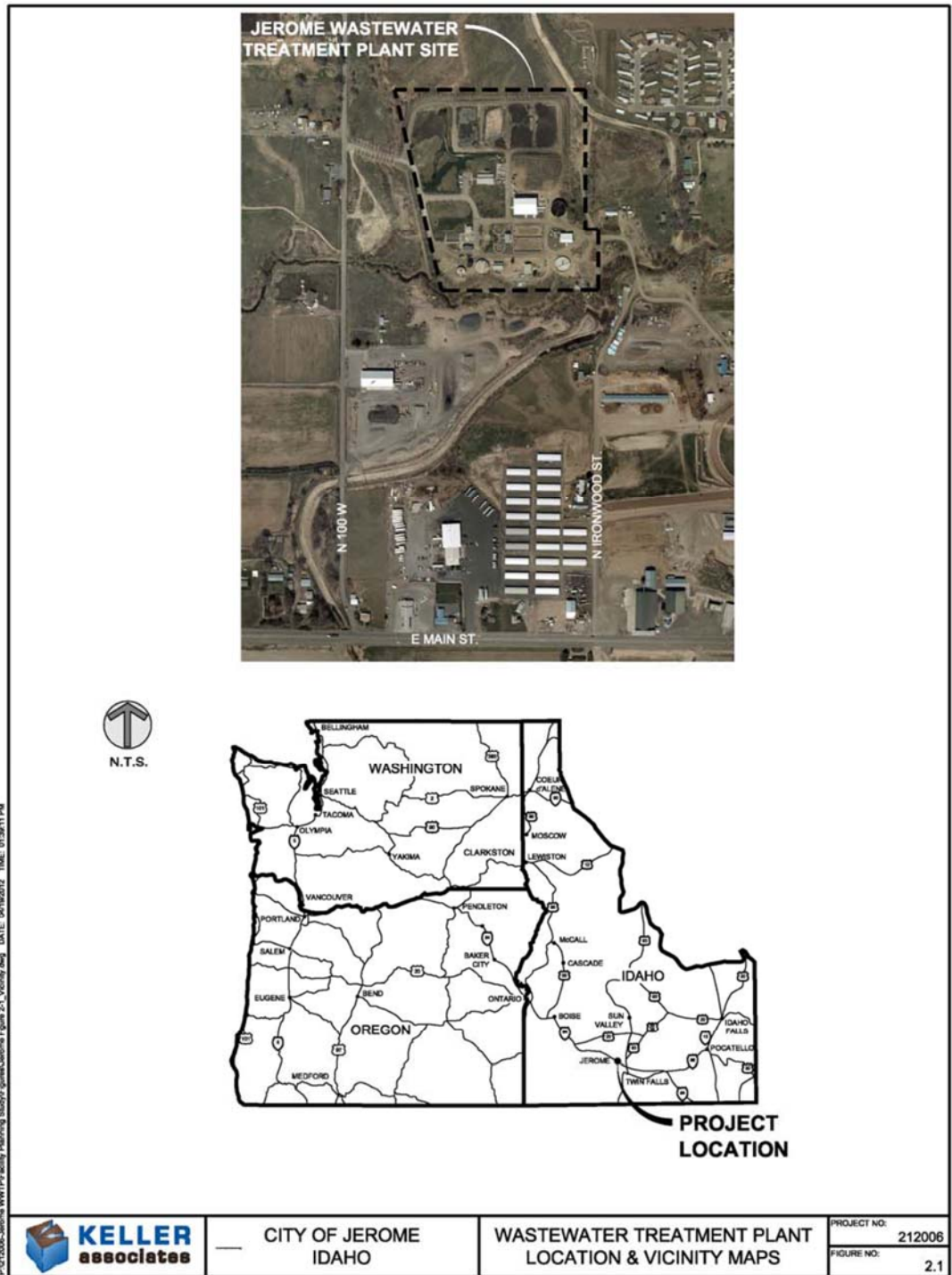
DOUGLAS M. CONDE
Deputy Attorney General
Office of the Attorney General
Natural Resources Division
Environmental Quality Section

FOR DEFENDANT CITY OF JEROME, IDAHO:

3-17-15
Date

David M. Davis
David M. Davis, Mayor
152 East Avenue A.
Jerome, Idaho 83338

APPENDIX A: Map of the City's Wastewater Treatment Facility



APPENDIX B: Compliance Programs

ID#	Item	Objective	Description
Priority 1 Improvements			
1.1	Membranes - Basins 5&6, Blower	Increase the plant membrane capacity and add redundancy during cleaning events.	Add membranes to previously constructed membrane tanks 5 &6. Also add piping, valves, pumps, electrical and controls for a complete working system. Install an additional blower to supply air to the additional tanks.
1.1A	Headworks	Protect membranes from damaging material by replacing existing screens and sealing channels	Replace existing screens with smaller openings and fix any channel bypass issues.
1.2	Additional Dewatering	Add redundancy to the dewatering system and improve dewatering Performance	Provide a dewatering building that can accommodate the needed additional dewatering press and is expandable to meet future buildout needs. Provide one new dewatering press and relocate the existing press to the new building. Install conveyors for filling trucks and a chemical system as necessary for dewatering.
1.3	Aeration Basin, Blower Bldg, & Pump Station	Increase plant BOD capacity to meet existing needs and provide necessary redundancy for diffuser cleaning and other maintenance	Construct an aeration basin to provide capacity to meet existing loadings. Expand the existing blower building and provide additional blowers. Construct splitter box and pump stations necessary to flow to new aeration basin.
1.3A	Yard Piping & Sitework	Yard piping and sitework necessary to implement the aeration basins and blower building	To connect new aeration basins and blower building to existing process.
1.4	Biotower Ventilation	Provide ventilation for the Biotowers	Modify biotowers and add fans to provide ventilation through biotowers
Priority 2 Improvements			
2.1	Misc. Upgrades to	Correct deficiencies with existing plant	Address HVAC deficiencies in the Headworks and

	Existing Plant		Membrane building to protect existing equipment and infrastructure. Repair corrosion damage and recoat as needed. Replace doors, windows, and lovers to maintain functionality. Replace screen cover and grit pumps. Provide a fence to prevent debris from blowing into aeration basins and damaging membranes. Provide WAS and ML flow meters for process control. Provide a redundant blower for the aeration basins and the sludge holding tank. Repair damaged concrete in existing concrete tanks.
2.2	Replace Membranes - Basins 3&4	Replaces damaged membranes and adds 4 units w/increased surface area to further increase membrane capacity	Fix existing deficiencies and add plant capacity.
Priority 3 Improvements			
3.1	Digesters and Controls	Add anaerobic digesters to treat the plant biosolids to Class B. Further treatment is necessary with intermediate clarification to reduce plant odors. Digestion also reduces the amount of solids produced. Provide flexibility to land apply the biosolids and save on hauling and tipping costs.	Construct two digesters and a control building with boilers for heating the digesters and pumps for mixing.
3.1A	Pump Stations	Add anaerobic digesters to treat the plant biosolids to Class B. Further treatment is necessary with intermediate clarification to reduce plant odors. Digestion also reduces the amount of solids produced. Provide flexibility to land apply the biosolids and save on hauling and tipping costs.	Construct pump stations to transfer solids to the solids holding tanks, to the thickener, to the digesters, and to the dewatering. Cost also includes site work and yard piping to accomplish the conveyance.
3.1B	Thickening	Add thickening to reduce the size of the digesters.	Expand the building and add a belt thickener/dewatering unit to the new dewatering

			building.
3.2	Intermediate Clarifiers	Provide intermediate clarification to reduce the loading to the aeration basins.	Construct two clarifiers.