IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

UNITED STATES OF AMERICA and STATE OF MARYLAND,	)	
Plaintiffs,	)	
	)	Civil Action No.
v.	)	
BALTIMORE COUNTY, MARYLAND,	)	
Defendant.	)	

CONSENT DECREE

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APPENDICES A-K

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CONSENT DECREE

WHEREAS, Plaintiff, the United States of America ("United States"), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed the Complaint in this action seeking injunctive relief and civil penalties pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, naming as defendant Baltimore County, Maryland ("Baltimore County") pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b);

WHEREAS, Plaintiff, the State of Maryland, Department of the Environment ("MDE"), has joined in the Complaint and seeks injunctive relief and civil penalties for Baltimore County's alleged violations of Title 9, Subtitle 3 of the Environment Article, Annotated Code of Maryland;

WHEREAS, Baltimore County operates a sanitary sewer collection system that serves most citizens of Baltimore County who live inside the urban-rural demarcation line, some citizens of Anne Arundel and Howard Counties, and the facilities located at Baltimore-Washington International Airport owned by the State of Maryland;

WHEREAS, the United States and the State of Maryland allege that Baltimore County has violated and continues to violate Section 301 of the Clean Water Act, 33 U.S.C. § 1311, and Sections 9-322 and 9-323 of the Environment Article, Annotated Code of Maryland, by discharging untreated sewage from its sanitary sewer collection system to waters of the United States and to waters of the State of Maryland;

WHEREAS, Baltimore County asserts that it professionally and competently operates and maintains its sanitary sewer collection system;

WHEREAS, the Parties have negotiated in good faith and have reached a settlement of the issues raised in the Complaint. Baltimore County's agreement to this Consent Decree is not an admission of liability, nor is it an adjudication of any fact or law;

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

NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the Parties to this action pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1331, 1345, 1355, and 1367. The Complaint states claims upon which relief may be granted against Baltimore County under Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and Sections 9-339 and 9-342 of the Environment Article, Annotated Code of Maryland, for injunctive relief and civil penalties. Venue is proper in this District pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(a). Baltimore County waives any and all objections or defenses that it might have to the Court's jurisdiction to enter and enforce this Consent Decree or to venue in this

District.

II. BINDING EFFECT

2. The provisions of this Consent Decree shall apply to and be binding on the United States and the State of Maryland, and on Baltimore County, its agents, successors, and assigns.

3. Effective from the Date of Lodging of this Consent Decree until its termination, Baltimore County shall give written notice of and provide a copy of this Consent Decree to any person or entity to whom Baltimore County may transfer ownership or operation of any portion of its Collection System. Baltimore County shall notify EPA, MDE and the United States Department of Justice in writing of any successor in interest at least twenty-one (21) days prior to any such transfer. No transfer of ownership or operation of the Collection System shall relieve Baltimore County of its obligations to ensure that the terms of this Consent Decree are implemented.

4. Baltimore County shall be solely responsible for ensuring that performance of the work contemplated under this Consent Decree is undertaken in accordance with the deadlines and requirements contained in this Consent Decree, and any exhibits hereto. Any action taken by any contractor or consultant retained to implement Baltimore County's duties under this Consent Decree shall be considered an action of Baltimore County for purposes of determining compliance with this Consent Decree. In an action to enforce this Consent Decree, Baltimore County shall not assert as a defense against the United States, EPA or MDE any act or failure to act by any of its officers, council members, managers, commissioners, employees, agents, contractors, successors and assigns; however, this Consent Decree shall not limit Baltimore County's right to employ contractors and consultants and to take all appropriate action against any person or entity that causes or contributes to Baltimore County's failure to perform.

III. PURPOSE

5. The express purpose of the Parties entering into this Consent Decree is for Baltimore

County to take all measures necessary to comply with the Clean Water Act and the regulations promulgated thereunder, and the Maryland water pollution control laws and the regulations promulgated under such laws, with the goal of eliminating Sanitary Sewer Overflows.

IV. DEFINITIONS

6. Unless otherwise defined herein, the terms used in this Consent Decree will have the meaning given to those terms in the Clean Water Act, 33 U.S.C. §§ 1251 et seq., and the regulations promulgated thereunder or, if not defined in the Clean Water Act or its regulations, then as defined in Title 9, Subtitle 3 of the Environment Article, Annotated Code of Maryland, and the regulations promulgated thereunder. Any other words shall be given their ordinary meaning.

The following terms used in this Consent Decree, its appendices, and studies and plans submitted by Baltimore County and approved by EPA and MDE will be defined as follows:

A. "Annual Report" shall mean the annual progress report to be submitted by Baltimore County pursuant to Paragraph 20 of this Consent Decree.

B. "Building Backup" shall mean a release from the Collection System, through a lateral to a building or structure.

C. "Collection System" or "Separate Sanitary Sewer Collection System" shall mean the collection and transmission system (including all pipes, Force Mains, sanitary sewer lines, SSO Structures, Pump Stations, manholes, and appurtenances thereto) owned by Baltimore County and designed to convey only sewage, and not storm water, from residences, commercial buildings, industrial plants and institutions for treatment at Baltimore City's Patapsco or Back River wastewater treatment plants, including portions of the system added after the Effective Date.

D. "Date of Lodging of the Consent Decree" or "Date of Lodging" shall mean the date on which the Consent Decree is lodged with the United States District Court for the District of Maryland.

E. "Day" or "days" shall mean a calendar day or calendar days. When the day a report or other deliverable is due under this Consent Decree falls on a Saturday, Sunday or any Federal, State of Maryland or Baltimore County legal holiday, Baltimore County shall have until the next calendar day that is not one of the aforementioned days for submittal of such report or other deliverable, with the exception of overflow reports required by Paragraph 18 of this Consent Decree.

F. "Deliverable" shall mean any written plan, report, map, or other document required to be submitted by Baltimore County pursuant to Section V (Remedial Measures) identified on Appendix H to this Consent Decree. The Quarterly Reports and Annual Reports required to be submitted by Baltimore County pursuant to Section VI (Reporting Requirements), and any certification required to be submitted pursuant to this Consent Decree, are not "Deliverables" as defined in this Consent Decree.

G. "DEPRM" shall mean the Baltimore County Department of Environmental Protection and Resource Management, and any successor agency.

H. "Discharge" shall mean any "discharge of a pollutant" as defined in 40 C.F.R. § 122.2, and/or any "discharge" as defined in Section 9-101(b) of the Maryland Environment Code Annotated (1996 Repl. Vol.) ("(1) The addition, introduction, leaking, spilling or emitting of a pollutant into waters of this State; or (2) The placing of a pollutant in a location where the pollutant is likely to pollute."), from the Collection System.

I. "DPW" shall mean the Baltimore County Department of Public Works, and any successor agency.

J. "Effective Date" shall mean the effective date of this Consent Decree as provided in Paragraph 79.

K. "Eligible SEP Costs" shall mean the costs of designing, planning, and implementing supplemental environmental projects ("SEPs"), but shall not include Baltimore County's

overhead, administrative expenses, legal fees, and contractor oversight.

L. "Force Main" shall mean any pipe that receives and conveys wastewater under pressure from the discharge side of a pump installed in a Pump Station.

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

N. "Gravity Line Segment" shall mean that part of a Gravity Sewer Line that is between one manhole and the next closest manhole on the sewer line in question.

O. "Grease Generating Facility" shall mean any facility, including but not limited to food preparation, handling, and processing establishments, which conducts activities that routinely generate fats, oils and greases. The term "Grease Generating Facility" does not include a kitchen in an individual residential unit.

P. "Hydrograph" shall mean the graphical representation of flow volume over time of wastewater, infiltration, and inflow at a particular point in the Collection System. Hydrographs characterize diurnal variations in wastewater flow rates, as well as flow response to a wet weather event, at a particular point in the Collection System.

Q. "Hyetograph" shall mean the graphical representation showing the average rainfall distribution over the Baltimore County area. The graphs show rainfall intensity or volume as a function of time.

R. "Illegal Storm Water Discharge" shall mean the unauthorized discharge of storm water to the Collection System, whether such discharge occurs through an illegal connection or through an authorized connection, from a privately-owned source of inflow and/or infiltration, including but not limited to areaway drains, sump pumps, foundation drains, roof drains, and defective laterals.

S. "Major Gravity Line" shall mean any of the following:

i. all Gravity Sewer Lines that are ten inches in diameter or larger;

ii. all eight-inch lines that are necessary to accurately represent flow attributable to a specific service area in any Collection System Sewershed;

iii. all Gravity Sewer Lines that convey wastewater from one Pump Station service area to another Pump Station service area;

and

iv. All Gravity Sewer Lines that have caused or contributed, or that Baltimore County knows are likely to cause or contribute, to capacity-related Sanitary Sewer Overflows.

T. "Non-Pump Station SSO Structure" shall mean any SSO Structure located anywhere in the Collection System other than at a Pump Station.

U. "Parties" shall mean the United States of America, the State of Maryland, and Baltimore County.

V. "Pump Station" shall mean facilities owned by Baltimore County and comprised of pumps which lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of the pump(s), but shall not include grinder pumps.

W. "Pump Station Design Capacity" shall mean the capacity that a Pump Station is designed to pump with its largest pump out of service.

X. "Pump Station SSO Structure" shall mean any SSO Structure located at a Pump Station.

Y. "Quarterly Report" shall mean the quarterly progress report to be submitted by Baltimore County pursuant to Paragraph 19 of this Consent Decree.

Z. "Sanitary Sewer Overflow" or "SSO" shall mean any spill, release, or Discharge

from the Collection System, including all Building Backups.

AA. "Sanitary Sewer Overflow Structure" or "SSO Structure" shall mean any structure in Baltimore County constructed for the purpose of allowing discharge from the Separate Sanitary Sewer Collection System at a point prior to connection with the Baltimore City collection system or the headworks of either the Patapsco or Back River wastewater treatment plants.

BB. "Sewer Basin" or "Sewershed" shall mean a section of Baltimore County's Collection System that is a distinct drainage and/or wastewater collection area and designated as such by Baltimore County.

CC. "Substantial Completion" shall mean, when used in reference to construction projects required under this Consent Decree, the date, as certified by the Engineer in charge of a construction project, when the construction project or specified part thereof is sufficiently completed, in accordance with the contract documents, such that the project or specified part thereof can be used to accomplish the purposes for which it was intended.

DD. "United States" shall mean the United States of America, acting on behalf of EPA.

V. REMEDIAL MEASURES

7. Elimination of Sanitary Sewer Overflows.

A. **General Requirements**. Baltimore County shall develop and implement the measures set forth in Paragraphs 7 through 18 with the goal of eliminating all SSOs from Baltimore County's Collection System.

B. **Sanitary Sewer Overflow Characterization Report**.

i. No later than ninety (90) days after the Effective Date of this Consent Decree, Baltimore County shall submit to EPA and MDE a Sanitary Sewer Overflow Characterization

Report that includes:

(a) A map depicting the Collection System and all of its appurtenances as described below. The map shall depict the locations of all known SSO Structures and the sanitary sewers associated with those SSO Structures, as well as all outfalls, manholes, and Pump Stations;

(b) Identification of the Sewersheds that contribute flow to the Baltimore County Collection System;

(c) Identification, including mapping, of the location, frequency, date, duration, and volume (measured durations and volumes where available, or best estimates) of SSOs (on a per event basis) since June 2000 to the extent such information is available; and

(d) Identification of each known cause or condition that contributed to each SSO identified in Paragraph 7.B.i(c).

ii. Baltimore County shall update the Sanitary Sewer Overflow Characterization Report on an annual basis to include SSO events and other new or corrected information identified during the prior year. Baltimore County shall submit the updated Sanitary Sewer Overflow Characterization Report as part of the applicable Annual Report.

C. **Monitoring and Elimination of Sanitary Sewer Overflow Structures**. Baltimore County shall monitor all Sanitary Sewer Overflow Structures ("SSO Structures") in its Collection System in accord with the procedures set forth below. Baltimore County shall eliminate all Non-Pump Station SSO Structures in accord with the procedures and schedules set forth below.

i. **Monitoring of SSO Structures**. As of the Date of Lodging of this Consent Decree, Baltimore County had identified 64 SSO Structures located at or relating to Pump Stations ("Pump Station SSO Structures") (identified on Appendix A1 to this Consent Decree) and 38 additional SSO Structures located within its Collection System ("Non-Pump Station SSO Structures") (identified on Appendix A2 to this Consent Decree). Baltimore County shall conduct monitoring of

each Pump Station and Non-Pump Station SSO Structure as set forth in this Paragraph 7.C.i, and shall report the results of such monitoring for each SSO Structure pursuant to Paragraph 7.C.ii., below, for Non-Pump Station SSO Structures until such time as Baltimore County certifies elimination of the respective SSO Structure pursuant to Paragraph 7.C.iv., below, and for Pump Station SSO Structures until termination of the Consent Decree.

(a) Monitoring of Pump Station SSO Structures. Baltimore County shall monitor each Pump Station SSO Structure for potential discharges by monitoring wet well levels and activation of the wet well high level alarms at the Pump Station. By 270 days from the Effective Date, Pump Station SSO Structures shall be monitored by a level sensing device (e.g., Red Cap probe or liquid level chart) connected to the SCADA system and set to trigger an alarm before or when the wet well level reaches the invert elevation of the SSO Structure. Baltimore County shall conduct periodic field tests of the level sensing device and SCADA system to ensure the accuracy of the elevation and the proper transmission of information regarding a discharge from the SSO Structure.

(b) Monitoring of Non-Pump Station SSO Structures. As of the Date of Lodging of this Consent Decree, Baltimore County is monitoring 9 Non-Pump Station SSO Structures through the use of a level monitor capable of recording the presence or absence of discharge, and 29 Non-Pump Station SSO Structures through the use of continuous flow meters. The method of monitoring for each Non-Pump Station SSO Structure as of the Date of Lodging is identified on Appendix A2 to this Consent Decree.

(1) Baltimore County shall monitor all Non-Pump Station SSO Structures that are not equipped with flow meters by inspecting the level monitors at least monthly, and within 5 days of any rainfall event that is one inch or greater in a 24-hour period ("one inch, 24-hour rainfall event"). If any of these SSO Structures show evidence of discharge, Baltimore County shall, within 30 days of discovery of such discharge, install a flow meter at the SSO Structure and report the

installation of such meter to EPA and MDE in the next quarterly report required pursuant to Paragraph 7.C.ii., below.

(2) Baltimore County shall monitor all Non-Pump Station SSO Structures that are equipped with flow meters by continuous use of such flow meters.

ii. **Reporting of Monitoring Information**. Baltimore County shall record, maintain, and submit to EPA and MDE in each Quarterly Report the following information regarding any discharges from SSO Structures during the prior calendar quarter.

(a) With respect to Pump Station SSO Structures and Non-Pump Station SSO Structures that are not equipped with flow meters:

(1) name, corresponding number, and full address of the SSO Structure;
(2) date of monitoring event;
(3) reason for monitoring event (e.g., routine monitoring or rain event)
(4) date of relevant weather conditions (if applicable)
(5) description of relevant weather conditions (e.g., type of precipitation, location of rain gauge and storm event);
(6) presence/absence of discharge;
(7) receiving waters (if applicable);
(8) identified cause (if applicable);
(9) details of corrective action taken or planned.

(b) With respect to Non-Pump Station SSO Structures that are equipped with flow meters:

(1) name, corresponding number, and full address of the SSO Structure;
(2) date of discharge;
(3) duration of overflow;
(4) date of relevant weather conditions (if applicable);
(5) description of relevant weather conditions (e.g., type of precipitation);
(6) gallons discharged;
(7) receiving waters;
(8) identified cause; and
(9) details of corrective action taken or planned.

(c) In addition to the above reporting requirements, Baltimore County must also report any discharges from the SSO Structures as required by Paragraph 18 of this Consent Decree and with any applicable federal and state reporting requirements.

iii. **Submission of Non-Pump Station SSO Structures Elimination Plan**. Within one year of the Date of Lodging of the Consent Decree, Baltimore County shall submit to EPA and MDE for review and approval a Non-Pump Station SSO Structures Elimination Plan for the Elm Road and Ripple Road Non-Pump Station SSO Structures that shall provide for the elimination of those SSO Structures as set forth below. Within two years of the Effective Date, Baltimore County shall submit to EPA and MDE for review and approval a Non-Pump Station SSO Structures Elimination Plan that shall provide for the elimination of all other known Non-Pump Station SSO Structures in the Collection System that have not been eliminated at the time of submission of the Elimination Plan. For each Non-Pump Station SSO Structure, the Elimination Plans shall include each of the following elements:

(a) Summary of Monitoring and Evaluation Data. Baltimore County shall provide:

(1) a summary of all available monitoring data, including an analysis of the activation threshold, frequency of activation, duration and volume of discharges during the monitoring period, and instances of flow metering inoperability (including period of inoperability, cause, corrective action, and projected return to service);

(2) identification of the receiving waters or other discharge area;

(3) an analysis of the likely underlying cause of the capacity issue(s) being alleviated by the SSO Structure discharges, including a summary of any available information regarding the original reason for installation of the SSO Structure; and

(4) a preliminary assessment of the potential impacts of immediate closure of the SSO Structure.

(b) Evaluation of Mitigation Activities. Baltimore County shall conduct an evaluation of potential mitigation measures to reduce the amount and duration of discharges from the SSO Structure and to mitigate the impacts associated with such discharges. The mitigation measures evaluated should include short-term collection activities (*e.g.*, the use of vacuum trucks), the use of temporary constructed bypasses of lines with insufficient capacity to reduce the amount and duration of discharges, and the implementation of more rapid and effective containment and removal response activities to mitigate the impacts of discharges. Baltimore County shall implement the mitigation measures most appropriate to mitigate impacts of discharges from the relevant SSO Structure until the SSO Structure is eliminated. Baltimore County shall report in each Quarterly Report any mitigation measures taken with respect to a discharge from an SSO Structure during the prior calendar quarter.

(c) Plan and Schedule for Elimination. Baltimore County shall develop a proposed plan and schedule that provides for elimination of each Non-Pump Station SSO Structure as follows:

(1) for the Elm Road Non-Pump Station SSO Structure, no later than 18 months from the Date of Lodging of the Consent Decree;

(2) for the Ripple Road Non-Pump Station SSO Structure, no later than 24 months from the Date of Lodging of the Consent Decree;

(3) for all other Non-Pump Station SSO Structures included in the Elimination Plan, as soon as practicable but no later than the earlier of one year after the completion of the I/I Evaluation and Long-Term Capacity Evaluation required by Paragraph 9 for the Sewershed in which the Non-Pump Station SSO Structure is located, or six years after the Effective Date. EPA and

MDE may extend the schedule for elimination of any individual Non-Pump Station SSO Structure upon a demonstration by Baltimore County that the specific circumstances relevant to that Non-Pump Station SSO Structure justify an extension.

iv. **Implementation of Elimination Plan and Certification of Elimination**. Within 30 days after approval or approval with conditions by EPA and MDE of the Elimination Plans, as provided in Section VIII (Review and Approval Procedures) of this Consent Decree, Baltimore County shall implement the Elimination Plans as approved and consistent with the approved scheduled contained therein, and the approved Elimination Plans shall be incorporated into, and become enforceable under, this Consent Decree. For each Non-Pump Station SSO Structure eliminated pursuant to this Paragraph 7.C., Baltimore County shall certify to EPA and MDE that such Non-Pump Station SSO Structure has been eliminated and shall summarize the actions taken by the County to eliminate the Non-Pump Station SSO Structure in the Quarterly Report for the calendar quarter in which the Non-Pump Station SSO Structure was eliminated.

v. **Post-Elimination Monitoring**. For each Non-Pump Station SSO Structure eliminated pursuant to this Paragraph 7.C., Baltimore County shall evaluate the hydraulic impacts, such as related SSOs, of the elimination of the SSO Structure on the relevant portions of the Collection System for a period of 18 months following elimination of the SSO Structure. By agreement of the parties, the hydraulic impacts evaluation period may be shortened to less than 18 months. Baltimore County shall consider this information in its evaluation of the long-term capacity and peak flow management of its Collection System as required by Paragraph 9.

vi. **Required Response to Certain Discharges from Pump Station SSO Structures**. If, during the monitoring of Pump Station SSO Structures required pursuant to Paragraph 7.C.i. above, Baltimore County identifies a discharge from a Pump Station SSO Structure that is caused by an event other than the complete loss of pumping capacity at the Pump Station, Baltimore County

shall conduct an analysis of the likely underlying cause of the discharge and, within 90 days of detection of the discharge, submit to EPA and MDE for review and approval a proposed plan and schedule for preventing further discharges arising from the same cause. This requirement shall include discharges from a Pump Station SSO Structure that result from exceeding the Pump Station Design Capacity.

vii. **Application to Newly-Discovered SSO Structures**. The requirements of this Paragraph 7.C. shall also apply to any SSO Structures that are identified after the Date of Lodging of the Consent Decree. To the extent that a Non-Pump Station SSO Structure is discovered after submission of the original Elimination Plan required by Paragraph 7.C.iii., Baltimore County shall submit to EPA and MDE, within 180 days of discovery of the additional Non-Pump Station SSO Structure, a supplement to the original Elimination Plan that contains the same information for, and proposes a plan and schedule for, elimination of the newly-discovered Non-Pump Station SSO Structure.

D. **Construction Projects**. Baltimore County shall complete the Collection System construction projects identified in Appendix B according to the milestone dates set forth therein. The milestone dates set forth in Appendix B are incorporated into, and enforceable under, the Consent Decree as if fully set forth herein. In each Quarterly Report, Baltimore County shall summarize the status of the projects required by Paragraph 7.D. (as listed on Appendix B) as of the end of the prior calendar quarter. Following completion of each construction project identified on Appendix B, Baltimore County shall certify to EPA and MDE that construction has been completed and shall provide a plan for post-construction monitoring consistent with Paragraph 7.D.iii., below, in the Quarterly Report for the calendar quarter in which construction was completed.

i. For construction projects listed on Appendix B that have commenced or are scheduled to commence prior to two years from the Effective Date, Baltimore County shall retain any relevant rainfall and flow monitoring data collected prior to commencement of construction of such

project.

ii. For construction projects listed on Appendix B and scheduled to commence construction after two years from the Effective Date, Baltimore County shall monitor flow and rainfall for eighteen (18) months prior to commencement of construction as necessary to allow the characterization of flow in the portions of the Collection System and overflows impacted by such construction project(s). Such flow and rainfall monitoring shall be performed in accordance with the requirements of Paragraph 9.

iii. Following completion of any construction project listed on Appendix B, Baltimore County shall monitor flow and rainfall for a period of eighteen (18) months to ascertain the effectiveness of the construction project. Such flow and rainfall monitoring shall be performed in accordance with the requirements of Paragraph 9.

iv. By agreement of the Parties, the flow and rainfall monitoring period(s) required by Paragraph 7.D.ii and iii may be shortened to less than 18 months.

v. Any flow and rainfall monitoring data collected by Baltimore County pursuant to this Paragraph prior to the submission of the Sewershed Repair, Replacement, and Rehabilitation Plan for the Sewershed in which the relevant construction project is located shall be considered in developing the relevant SRRR Plan, and shall be made available to EPA and MDE upon request. Any flow and rainfall monitoring data collected by Baltimore County pursuant to this Paragraph after the submission of the SRRR Plan for the Sewershed in which the relevant construction project is located shall be considered by Baltimore County as part of its ongoing evaluation of Collection System performance and shall be made available to EPA and MDE upon request.

E. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 7 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

8. **Collection System Inspection**.

A. **General Requirements.** Baltimore County shall conduct a comprehensive inspection of its Collection System in accord with the criteria set forth in this Paragraph in order to identify causes or potential causes of SSOs.

B. **Submission of Inspection Plan.** Within 60 days of the Effective Date, Baltimore County shall submit a proposed Collection System Inspection Plan to EPA and MDE for approval pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree. Baltimore County's Inspection Plan shall provide for the inspection of Gravity Sewer Lines, Force Mains, manholes, and other appurtenances as set forth in Paragraph 8.C. and D. below, and shall specifically include:

i. Specific inspection activities directed at identifying system defects that may cause SSOs, including but not limited to, design and construction defects, structural defects, debris, root intrusion and grease accumulation, that should be given priority consideration for future repair, replacement or rehabilitation or more frequent maintenance.

ii. A list of all sewer sub-basins that will be inspected pursuant to Paragraph 8.C.i.-iii. below, and a proposed schedule for completing those inspections.

iii. A list of all Gravity Line Segments that Baltimore County believes are subject to the exemptions from CCTV inspection requirements set forth in Paragraph 8.C.vi.

C. **Gravity Sewer Line Inspection.**

i. Within 18 months of the Effective Date:

(a) Baltimore County shall perform closed circuit television ("CCTV") inspections of all Gravity Sewer Lines greater than or equal to 8 inches and less than or equal to 27 inches in diameter that are located within sewer sub-basins in which non-Pump Station SSO Structures are located and/or in which Baltimore County has identified potential structural defects based

on the presence of SSOs or on demonstrated insufficient capacity occurring prior to the Effective Date.

(b) Baltimore County shall perform CCTV inspections, or inspections using comparable methods accepted as industry standard for larger lines, of all Gravity Sewer Lines greater than 27 inches in diameter that are located within sewer sub-basins in which Non-Pump Station SSO Structures are located and/or in which Baltimore County has identified potential structural defects based on the presence of SSOs or on demonstrated insufficient capacity occurring prior to the Effective Date. In performing these inspections, Baltimore County shall not be required to disrupt service in these lines.

(c) Following completion of the requirements set forth in Paragraphs 8.C.i.a. & b., above, Baltimore County shall certify that all such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

ii. Within 6 years of the Effective Date, Baltimore County shall perform CCTV inspections of all Gravity Sewer Lines greater than or equal to 8 inches and less than or equal to 27 inches in diameter that are located within sewer sub-basins in which the average year of original pipe installation is 1960 or earlier and/or in which Baltimore County has identified potential structural defects based on the presence of root blockages or other blockages occurring prior to the Effective Date, and which are located within the following Sewer Basins:

Herring Run
Jones Falls
Patapsco
Gwynns Falls
Dead Run
West Low Level
Stemmers Run

Following completion of the inspection requirements of Paragraphs 8.C.ii., 8.C.iv., 8.D.i., and 8.D.ii(b)(1) for any Sewershed, Baltimore County shall certify that all such requirements have been

completed for that Sewershed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

iii. Within 9 years, 6 months of the Effective Date, Baltimore County shall perform CCTV inspections of all Gravity Sewer Lines greater than or equal to 8 inches and less than or equal to 27 inches in diameter that are located within sewer sub-basins in which the average year of original pipe installation is 1960 or earlier and/or in which Baltimore County has identified potential structural defects based on the presence of root blockages or other blockages occurring prior to the Effective Date, and which are located in any Sewer Basin other than those basins listed in Paragraph 8.C.ii. above. Following completion of the inspection requirements of Paragraphs 8.C.iii., 8.C.iv., 8.D.i., and 8.D.ii(b)(1) for any Sewershed, Baltimore County shall certify that all such requirements have been completed for that Sewershed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

iv. **CCTV Inspection of Gravity Lines Larger than 27" in Diameter**. Baltimore County shall perform CCTV inspections, or inspections using comparable methods accepted as industry standard for larger lines, of all Gravity Sewer Lines greater than 27 inches in diameter. In performing these inspections, Baltimore County shall not be required to disrupt service in these lines. Baltimore County shall complete such inspections in each Sewer Basin within the time period provided for completion of CCTV inspection in that basin pursuant to Paragraph 8.C.ii. & iii. above.

v. **CCTV Inspection Following SSOs**. Beginning 75 days from the Date of Lodging of the Consent Decree, Baltimore County shall conduct CCTV inspection of any Gravity Line Segment of the Collection System where an SSO has occurred within 10 working days of when Baltimore County discovers or has knowledge of the occurrence of the SSO, unless

(a) Baltimore County identifies the cause of the SSO as a blockage in a County-owned lateral adjacent to the Gravity Line Segment and cleans the County-owned lateral;

(b) Baltimore County identifies the cause of the SSO as a blockage in the Gravity Line Segment directly visible from the manhole; or

(c) Baltimore County has previously inspected the Gravity Line Segment with CCTV pursuant to this Paragraph 8.C.v. due to a prior SSO for which Baltimore County is in the process of developing or implementing corrective action.

vi. **Exceptions to CCTV Requirements**.

(a) Specific Segments. The following Gravity Line Segments shall be exempt from the inspection requirements set forth in Paragraph 8.C.i.-iv. above:

(1) Any Gravity Line Segment that has been structurally rehabilitated by pipe relining or replacement within the 10-year period prior to the Effective Date.

(2) Any Gravity Line Segment that has been inspected by CCTV as part of a rehabilitation or construction project that is ongoing as of the Effective Date.

(b) Alternative Methods. Prior to performing CCTV inspection of any gravity line pursuant to Paragraph 8.C.i.-iii. above, Baltimore County may seek approval from EPA and MDE to use one or more alternative methods of inspection that will provide comparable or equivalent information.

vii. **Inspection Criteria**. Baltimore County shall perform CCTV inspections required by this Paragraph in accordance with "Specification Guidelines: Wastewater Collection Systems Maintenance and Rehabilitation" prepared by the National Association of Sewer Service Companies ("NASSCO"); the "Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030," Oct. 1991 (hereinafter "SSES Handbook"); and sound engineering practice.

D. **Other Inspections**.

i. Manholes and Other Appurtenances. Baltimore County shall perform inspections, using appropriate methodologies, of all manholes and other appurtenances located within or immediately adjacent to the gravity line segments to be inspected pursuant to Paragraph 8.C.i.-iv. above. Inspection of these manholes and other appurtenances shall be completed within the time periods set forth in Paragraph 8.C.i.-iv. above for inspection of the related gravity line segments.

ii. **Force Mains**.

(a) Inspection/Evaluation. Baltimore County shall perform inspections, or other appropriate evaluations, of all Force Mains in its Collection System. Inspection/evaluation of Force Mains shall be carried out utilizing one or more methodologies appropriate to the specific characteristics of each Force Main, which methodologies may include, but are not limited to, visual/CCTV, radiography, ultrasonic/sonar and coupon sampling. Baltimore County shall determine the appropriate inspection/evaluation methodology by performing a risk assessment for each Force Main to determine the risk of failure, based on criteria such as pipe material, diameter, age, depth, profile, flow conditions, operating conditions, soil conditions, internal/external corrosion protection, past performance, transient analysis, and consequence of failure. Force Main inspections/evaluations shall be carried out in such a manner as to allow adequate assessment of the condition of each Force Main. Baltimore County shall consider alternatives for integrating Force Main location information developed during the inspection process into its "Miss Utility" locator program.

(b) Timing.

(1) Baltimore County shall perform the requirements set forth in Paragraph 8.D.ii.(a) above for all Force Mains installed prior to 1980 and the Dundalk, Forge Acres, and Bird River Force Mains within the time periods set forth in Paragraph 8.C.ii.-iii. above for completion of inspections within the Sewershed in which the Force Main is located.

(2) Baltimore County shall perform the requirements set forth in Paragraph 8.D.ii.(a) above for all Force Mains not covered by 8.D.ii(b)(1) above prior to termination of the Consent Decree. Following completion of these inspection requirements, Baltimore County shall certify that all such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

E. **Implementation of Inspection Plan.** Within 30 days after approval or approval with conditions by EPA and MDE of the Inspection Plan, as provided in Section VIII (Review and Approval Procedures) of this Consent Decree, Baltimore County shall implement the Inspection Plan as approved consistent with the approved schedules contained therein, and the approved Inspection Plan shall be incorporated into, and become enforceable under, this Consent Decree. Baltimore County shall identify and record all deficiencies identified through the inspections required by this Paragraph for purposes of reporting and addressing those deficiencies in the SRRR Plans as required by Paragraph 10.

F. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 8 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

9. **Rainfall and Flow Monitoring**.

A. **General Requirements**. Baltimore County shall collect rainfall and flow monitoring data as set forth below and utilize that data to perform evaluations of (i) inflow/infiltration ("I/I") into the Collection System, (ii) the Collection System's capacity to collect and convey peak flows experienced by or predicted for the Collection System without causing dry-weather and wet-weather SSOs, and (iii) the effectiveness of measures implemented by Baltimore County pursuant to this Consent Decree to reduce I/I and to increase system capacity.

B. **Rainfall and Flow Monitoring**. Baltimore County shall submit a Rainfall and Flow Monitoring Plan as required by Paragraph 9.B.v. below, and shall collect rainfall and flow monitoring data pursuant to this Paragraph 9.B. and its Rainfall and Flow Monitoring Plan as approved by EPA and MDE.

i. **Rainfall Monitoring**. Baltimore County shall collect rainfall data as necessary to allow the characterization of flow from each Sewershed service area, the characterization of every known SSO, the development of the Model as required by Paragraph 14, and evaluation of the effectiveness of measures implemented by Baltimore County pursuant to this Consent Decree to reduce I/I and to increase system capacity. Baltimore County shall monitor the contribution from rainfall to each Sewershed within Baltimore County's jurisdictional boundary by using (a) a distribution of rain gauges, (b) multiple rain gauges in concert with Doppler radar, or (c) other monitoring methodologies, subject to review and approval by EPA and MDE, that produce information at least as representative as the use of rain gauges in concert with Doppler radar. If Baltimore County elects to use rain gauges only, Baltimore County shall use a network of appropriately distributed rain gauge stations with a minimum coverage of one rain gauge station per two (2) square miles with no fewer than three (3) rain gauge stations per Sewershed. If Baltimore County elects to use rain gauges in concert with Doppler radar, Baltimore County shall use a network of appropriately distributed rain gauge stations with a minimum coverage of one (1) rain gauge station per ten (10) square miles as well as data collected using Doppler radar that provides a minimum resolution of one (1) pixel per four (4) square kilometers. Baltimore County shall also measure rainfall occurring in portions of the Collection System Sewersheds outside the Baltimore County limits by using appropriately distributed rain gauges located at the upstream jurisdictional boundary(s) (i.e., Baltimore County/Howard County and/or Baltimore County/Anne Arundel County) in the respective Sewershed(s), and, if Baltimore County is proceeding under subparagraph (b) above, by using Doppler radar, to achieve a resolution as close to one pixel per four

square kilometers as is practical. Baltimore County shall also, where practical and appropriate, locate additional rain gauges within Sewershed areas outside its jurisdiction, on properties owned or operated by Baltimore County (such as water treatment facilities), or where practical and appropriate, by agreement with third parties. Baltimore County shall locate, install, operate, calibrate, and maintain all rain gauges, and shall utilize Doppler radar data (if utilized), in accordance with the manufacturer's/service provider's recommendations and good industry practices.

ii. **Flow Monitoring.** Flow data shall be collected using a system of permanent and temporary flow monitors, including the flow or the pump run time records available from all Pump Stations located in the Collection System.

(a) Baltimore County shall collect flow data at such locations in the Collection System as are necessary to allow the characterization of flow from each Sewershed service area, the characterization of every known SSO, the development of the Model as required by Paragraph 14, and evaluation of the effectiveness of measures implemented by Baltimore County pursuant to this Consent Decree to reduce I/I and to increase system capacity.

(b) Baltimore County shall inspect all flow meters with sufficient frequency to meet the data requirements set forth in Paragraph 9.B.iii., below. Baltimore County shall maintain and calibrate all flow meters per the manufacturer's specifications or shall propose alternative maintenance or calibration procedures and criteria for approval by EPA and MDE.

iii. Baltimore County shall conduct its flow and rainfall monitoring in accordance with the SSES Handbook, the NASSCO Guidelines, and sound engineering practices. Baltimore County's flow and rainfall monitoring network shall be designed, installed, operated and maintained to provide data representative of actual rainfall and flow conditions and of sufficient quality for use in the development, calibration, and verification of the Model as required by Paragraph 14, for at least ninety percent (90%) of the time each meter experiences measurable flow. Monitoring site

selection, equipment selection and installation, calibration, and maintenance, and data quality assurance checks shall all be carried out to optimize monitoring accuracy, to minimize the loss of data due to meter downtime, and shall all conform with the equipment manufacturers' recommendations and current, good engineering practice. Field calibration results for each meter, along with an evaluation of the accuracy for each meter, shall be retained consistent with Section XVIII (Record Keeping) of this Consent Decree. These shall include (for flow monitoring) monitoring site diagrams, scattergraph plots of field data sets, manual field depth and velocity measurements, and (if the site is free flowing) the appropriate pipe curve.

iv. Rainfall and flow data shall be handled and analyzed using appropriate, industry-accepted quality assurance and quality control procedures that will assure that the measurements are representative of actual rainfall and flow conditions and that the data are of sufficient quality for use in the development, calibration, and verification of the Model as required by Paragraph 14.

v. By no later than 180 days from the Effective Date, Baltimore County shall submit a Rainfall and Flow Monitoring Plan, and accompanying implementation schedule, to EPA and MDE for review and approval. This Plan shall describe in detail the approach that Baltimore County will utilize to monitor rainfall and flow in each Sewershed, including any areas of the Sewershed outside of Baltimore County's jurisdiction. The Plan also will provide a detailed discussion of the technical basis for the proposed approach to rainfall monitoring, including the number of rain gauges to be used in each Sewershed and their approximate locations. The Plan shall also identify the estimated number and general location of flow monitoring points in each Sewershed and provide a map that identifies the location of each rain gauge and flow monitor. It is recognized that details such as particular monitoring locations may change based upon field inspection activities; however, the Plan shall describe how the proposed flow monitoring points will allow the collection of data that is adequate to support successful

calibration and verification of the Model, as required by Paragraph 14.B., and characterization of the Collection System's response to wet weather events as required by Paragraph 9.C.ii. The Plan shall also describe how Baltimore County, consistent with Paragraph 9.B.vi. below, proposes to ensure that its monitoring program will be capable of evaluating the effectiveness of measures implemented by Baltimore County pursuant to this Consent Decree (including Paragraphs 7, 10, and 13) to reduce I/I and to increase system capacity.

vi. Within one year of approval of its Rainfall and Flow Monitoring Plan, and on an annual basis thereafter until termination of the Consent Decree, Baltimore County shall evaluate the number and placement of flow monitors and rain gauges throughout the Collection System and in each Sewershed and make any modifications necessary to ensure that the then-current number and placement of flow monitors and rain gauges capture representative wastewater flow and rainfall data sufficient to satisfy the requirements of this Paragraph 9.B., including evaluation of the impact on the Collection System or Sewershed of the completion of any repair, replacement or rehabilitation projects designed to reduce I/I or to increase capacity. In each Annual Report, Baltimore County shall summarize the results of the evaluation for the prior year, including the location of rain gauges or flow monitors changed during the prior calendar year, and provide a revised location map.

C. **Evaluation of Monitoring Data**. Baltimore County shall complete an Inflow/Infiltration Evaluation and a Long-Term Capacity/Peak Flow Management Evaluation for each Sewershed as set forth in Paragraphs 9.C.i. and ii. below. Baltimore County shall complete each Evaluation no later than 60 days prior to the date by which it is required to submit the SRRR Plan for the relevant Sewershed pursuant to Paragraph 10, and shall summarize and incorporate the results of the Evaluations in the SRRR Plan for the relevant Sewershed.

i. **Inflow/Infiltration Evaluation**. For each Sewershed, Baltimore County shall complete the evaluation of I/I into the Collection System within that Sewershed. These evaluations

shall include identification of sources of infiltration, sources of inflow, and methods for reducing I/I into the Collection System. As part of these required I/I evaluations, Baltimore County shall utilize the rainfall and flow monitoring data collected pursuant to this Paragraph: (a) to determine baseline normalized (e.g., gallons/inch-mile) I/I rates in each Sewershed; (b) to determine the efficacy of the capital projects completed pursuant to Paragraph 7 to reduce I/I rates; and (c) to predict the effectiveness of the capital projects required by Paragraph 7 but not yet completed, and any additional rehabilitation or other corrective action proposed by Baltimore County in each SRRR Plan to reduce peak wet weather flows and/or to address portions of the Collection System with insufficient capacity, including actual or potential SSOs. For purposes of this Paragraph 9 only, the term "evaluation" shall be interpreted in accordance with the meaning ascribed to that term in sub-chapters 3.3, 3.4, 3.5, 3.6 and Chapter 4 of the SSES Handbook and in accordance with the technical procedures for identification of I/I set forth in sub-chapters 3.3, 3.4, 3.5, 3.6, and Chapter 4 of the SSES Handbook. Following completion of the I/I Evaluation for any Sewershed, Baltimore County shall certify that the I/I Evaluation has been completed for that Sewershed and summarize the actions taken by Baltimore County to complete the I/I Evaluation in the Quarterly Report for the calendar quarter in which I/I Evaluation was completed.

ii. **Long-Term Capacity/Peak Flow Management Evaluation**. Baltimore County shall use the data and information collected and analyzed in Paragraphs 8 and 9 to evaluate whether the construction projects required by Paragraph 7.D. of the Consent Decree and the projects Baltimore County proposes to complete pursuant to Paragraph 10 will ensure adequate long-term transmission capacity in the Collection System. At a minimum, Baltimore County shall evaluate the hydraulic capacity of all Major Gravity Lines, Force Mains, Pump Stations, and relevant appurtenances (collectively referred to as "Modeled Components" for purposes of this Paragraph 9.C.ii.).

(a) As part of the evaluation required by this subparagraph, Baltimore County shall use the information, including I/I rates, that it is required to develop pursuant to this

Paragraph of the Consent Decree to assess existing and long-term capacity of the Collection System, to evaluate the ability of the Collection System to transmit peak flows experienced by and predicted for the Collection System, and to identify appropriate measures to address capacity issues with the goal of eliminating capacity-related SSOs. Baltimore County shall use flow data and rainfall data collected pursuant to this Paragraph and the Model required by Paragraph 14 both to accurately represent wastewater flow attributable to each service area and to estimate the impact of peak flows experienced by the Collection System on the capacity of the Modeled Components to manage peak flows. Peak flows shall be determined using flow monitoring conducted pursuant to this Paragraph and shall take into account variables including, but not limited to: the average age of the gravity sewer system; soil-type and porosity (where applicable); maximum, minimum and average yearly groundwater elevations; proximity to surface water bodies; tidal influence; amount of drainage area; service area size; land use; historic I/I data; seasonal population patterns (where applicable); Collection System construction materials; and year 2025 predicted population and land uses.

(b) Baltimore County shall determine predicted peak flows for each of its Sewersheds under baseline and future flow conditions for, at a minimum, 2, 10, and 20 year/24-hour storm events. In developing the Hyetographs and Hydrographs for these storm events, Baltimore County shall utilize either (i) an SCS Type II rainfall distribution, or (ii) an alternative rainfall distribution that is more representative of actual Baltimore County rainfall patterns than the SCS Type II distribution. If Baltimore County utilizes an alternative rainfall distribution pursuant to Paragraph 9.C.ii(b)ii., Baltimore County shall provide with its analysis an explanation of its determination that the alternative rainfall distribution was more representative. Baseline conditions shall be those in effect at the time flow metering is completed in each Sewershed. Future conditions shall be based on reasonable population projections for year 2025. Baltimore County shall include in its evaluation the effects of completion of the capital projects required under Paragraph 7 and any projects that it proposes to

complete pursuant to each SRRR Plan developed pursuant to Paragraph 10. The baseline reference for those projects shall be the period during which rainfall and flow monitoring were last carried out. Baltimore County may consider the utilization of existing, practical in-line storage capacity (i.e., storage capacity that can be used without modification to the existing system and that does not cause any SSOs) in evaluating the capacity of the Collection System and the ability of the Modeled Components to manage peak flows resulting from storm events.

(c) Baltimore County shall develop rainfall Hyetographs and I/I Hydrographs for each Sewershed. The Hyetographs and Hydrographs shall be developed using:

(1) Available historical rainfall and flow data;

(2) Rainfall and flow data collected pursuant to this Paragraph, or otherwise;

(3) Population data;

(4) Winter water use records; and

(5) Other appropriate information.

Baltimore County shall identify and apply widely-used and accepted engineering methodologies to determine baseflow rates and diurnal baseflow variation, dry weather infiltration, relationships between rainfall and wet weather flow volumes and rates in each portion of each Sewershed, and to identify a representative Hydrograph shape(s). The Hyetographs and I/I Hydrographs shall be developed for the storm recurrence frequencies identified in subparagraph (b) above. The I/I Hydrographs shall be integrated with baseline wastewater, rainfall, and flow data and used in the Model to understand the flow through the Modeled Components.

(d) In evaluating the impact of the capital improvement projects required by Paragraphs 7.D. and 13.B. of the Consent Decree, and the capital projects that Baltimore County proposes in any SRRR Plan, on the adequacy of long-term transmission capacity and the ability

of the Collection System to transmit peak flows, Baltimore County shall account for the Collection System's existing and modeled capacity, the estimated population and wastewater flow rates for the year 2025, and estimated sewer deterioration rates, and shall use the results of that evaluation to:

(1) Identify any Modeled Components that restrict flow of wastewater through the Collection System that cause or contribute, or are likely to cause or contribute, to SSOs from the Collection System;

(2) Quantify the maximum flow that any Modeled Component identified in 9B.ii.(d)(1) above can convey without causing or contributing to an SSO;

(3) Identify all Modeled Components that cannot manage peak flows during a full range of storm events listed in Paragraph 9.B.ii(b) without causing or contributing to an SSO; and

(4) Identify the improvements to the Collection System necessary to ensure adequate long-term capacity consistent with the SSES Handbook during a full range of storm events specified in this Paragraph 9.C.ii.

(e) The improvements Baltimore County shall consider to assure adequate capacity shall include expansion and/or replacement of Modeled Components, including Pump Stations, reduction of inflow and infiltration, and installation of larger replacement sewers or relief sewers.

(f) Following completion of the long-term capacity/peak flow management evaluation for any Sewershed, Baltimore County shall certify that the long-term capacity/peak flow management evaluation has been completed for that Sewershed and summarize the actions taken by Baltimore County to complete the long-term capacity/peak flow management evaluation in the Quarterly Report for the calendar quarter in which the long-term capacity/peak flow management evaluation was completed.

(g) It is not the purpose of this Consent Decree to require Baltimore County to design or otherwise construct its Collection System to any specific recurring storm interval, or any particular event modeled pursuant to this Consent Decree.

D. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 9 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

10. **Sewershed Repair, Replacement and Rehabilitation Plans**.

A. **General Requirements**. Following completion of the Collection System Inspection required by Paragraph 8, and considering the rainfall and flow monitoring data collected pursuant to Paragraphs 7.D. and 9, Baltimore County shall prepare a Sewershed Repair, Replacement and Rehabilitation Plan ("SRRR Plan") for each Sewershed that describes the deficiencies identified through the Collection System Inspection and provides for the performance of any repair, replacement, rehabilitation or other corrective action necessary to address those deficiencies. Baltimore County shall complete implementation of the SRRR Plans for all 32 Sewersheds in its Collection System by no later than 14 years, six months from the Effective Date.

B. **Development and Submission of SRRR Plans and Schedules.** Within one year of completion of the Collection System Inspection for each Sewershed as required by Paragraph 8, Baltimore County shall prepare and submit to EPA and MDE for approval, pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, a SRRR Plan for that Sewershed. Each SRRR Plan shall provide for future repair, replacement, and rehabilitation of Collection System components within that Sewershed in accordance with a prescribed schedule that provides for completion of construction and implementation of each project to be performed pursuant to the approved SRRR Plan by no later than 4 years from EPA and MDE approval or approval with conditions

of the SRRR Plan pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree. In proposing schedules for implementation of the SRRR Plans, Baltimore County shall prioritize the work to be performed in each Sewershed based on an evaluation of the rehabilitation activities that are expected to contribute most effectively to the prevention of SSOs.

C. **Criteria for SRRR Plans.** Within each SRRR Plan, Baltimore County shall:

i. Evaluate the effectiveness of the projects completed or proposed to be completed pursuant to Paragraph 7.D. for the relevant Sewershed. Baltimore County shall use rainfall and flow monitoring data collected in accordance with requirements of Paragraphs 7.D. and 9 of the Consent Decree, and shall use the Model developed in accordance with Paragraph 14 of the Consent Decree, to demonstrate the effectiveness of the construction projects;

ii. Identify all deficiencies in the relevant Sewershed discovered during the Collection System Inspection conducted pursuant to Paragraph 8;

iii. Identify all corrective actions taken (including date completed), or to be taken, by Baltimore County (including but not limited to preventative maintenance, repair, replacement, or rehabilitation) to address the deficiencies identified during inspection of the relevant Sewershed;

iv. Describe the priority scheme used to set priorities for correcting identified deficiencies within each Sewershed, including any decision not to correct an identified deficiency;

v. Describe the decision-making criteria used to select future corrective action;

vi. Propose a plan and schedule for implementing rehabilitation and other corrective action determined necessary to correct deficiencies in the relevant Sewershed identified during the inspections required by Paragraph 8, taking into consideration the Long-Term Capacity/Peak Flow Management analysis performed for the relevant Sewershed pursuant to Paragraph 9; the prioritization scheme to be applied to correction of these deficiencies; and an estimate of the cost

necessary to complete any proposed rehabilitation and other corrective actions. For purposes of this Paragraph only, the term "rehabilitation" shall be interpreted in accordance with the meaning ascribed to that term in Chapters 5.4 and 6 of the SSES Handbook, and in accordance with the technical procedures for sewer system rehabilitation set forth in Chapter 6 of the SSES Handbook.

vii. Propose a plan and schedule for eliminating those physical connections (i.e., cross connections) between the Collection System and the storm water collection system that allow or have the potential to allow sanitary waste to be discharged to the storm water collection system;

viii. Present the results of the long-term capacity/peak flow management evaluation conducted pursuant to Paragraph 9.C.ii, and determine for each Sewershed the range of storm events as specified in Paragraph 9.C.ii(b) for which the Collection System in its existing condition can convey peak flows without the occurrence of SSOs. As part of its analysis, Baltimore County shall identify all modeled Collection System Components and Pump Stations that cause or contribute to flow restrictions or that have the potential to cause or contribute to overflows;

ix. Consistent with the results of the long-term capacity/peak flow management evaluation conducted pursuant to Paragraph 9.C.ii, project for each Sewershed the range of storm events as specified in Paragraph 9.C.ii(b) for which the Collection System will be able to convey peak flows without the occurrence of SSOs. Such projection shall assume completion of the construction projects required by Paragraph 7 of this Consent Decree, and completion of the proposed rehabilitation or other corrective action projects recommended by the SRRR Plan required by this Paragraph 10. As part of its analysis, Baltimore County shall identify all modeled Collection System components and Pump Stations that cause or contribute to flow restrictions or that have the potential to cause or contribute to overflows;

x. Present the results of the rainfall and flow monitoring conducted in the Sewershed, including a map that depicts all monitored locations, dates of monitoring, a description of

quality assurance and quality control analyses performed for samples collected and data analyzed and the results of those analyses (i.e., summarize data quality assurance and data "lost" or "qualified"), and present the results of the I/I evaluation performed pursuant to Paragraph 9.C.i., including a description of the smoke testing and dye testing activities performed in the Sewershed, a summary of the results of such testing, a quantification of the rates of I/I for the Sewershed and the portions of the Sewershed's Collection System impacted by I/I, and any identified sources of I/I to the Collection System located in the Sewershed;

xi. Baltimore County shall incorporate into each SRRR Plan a description of additional data collection activities that will be implemented after the completion of rehabilitation and other corrective action(s) proposed pursuant to Paragraphs 10.B. and 10.C. to evaluate their effectiveness consistent with Paragraph 10.E. (Performance Assessment) below.

D. **Approval and Implementation of SRRR Plans**. Within 30 days after approval or approval with conditions by EPA and MDE of an SRRR Plan for a specific Sewershed, as provided in Section VIII (Review and Approval Procedures) of this Consent Decree, Baltimore County shall implement the SRRR Plan as approved and consistent with the approved schedules contained therein. Each approved SRRR Plan shall be incorporated into, and become enforceable under, this Consent Decree. In each Quarterly Report, Baltimore County shall provide a summary of Baltimore County's progress in completing implementation of each SRRR Plan during the prior calendar quarter. Following completion of the implementation of the SRRR Plan for any Sewershed, Baltimore County shall certify that the SRRR Plan has been implemented for that Sewershed and summarize the actions taken by Baltimore County to complete the SRRR Plan in the Quarterly Report for the calendar quarter in which the SRRR Plan was completed.

E. **Performance Assessment**. Baltimore County shall conduct a Performance Assessment of the work performed in each Sewershed as required under Paragraphs 7, 10, and 13 to

determine the effectiveness of the evaluation and corrective action work performed.

i. The Performance Assessment shall, at a minimum,

(a) evaluate the number and causes of SSOs that occur on an annual basis in each Sewershed;

(b) quantify the reduction of I/I in each Sewershed;

(c) evaluate the effectiveness of repair, replacement, and rehabilitation projects in addressing identified structural and/or capacity issues;

(d) evaluate the effectiveness of preventative and proactive maintenance practices in reducing root, grease, and other blockages.

ii. The Performance Assessment shall be completed for each Sewershed within 18 months after complete implementation of the SRRR Plan for that Sewershed.

iii. Baltimore County shall submit a Performance Assessment report for each Sewershed summarizing the results of the Performance Assessment for that Sewershed to EPA and MDE for review and comment within 90 days after completion of the Performance Assessment for that Sewershed.

iv. Following completion of the Performance Assessment, Baltimore County shall modify its Collection System operation and maintenance program as appropriate to achieve the purpose of this Consent Decree.

F. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 10 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

11. **Fats, Oils, and Grease Control Program**.

A. **Summary of Requirements.** Baltimore County shall perform a comprehensive

review of its current procedures for the control of fats, oils, and grease ("FOG Program") within its Collection System and implement specific modifications to its FOG Program to improve its effectiveness, with the goal of eliminating SSOs caused or contributed to by fats, oils, and grease (hereinafter collectively "grease") blockages.

B. **Continuation of Current FOG Program**. Until such time as more stringent FOG controls are implemented through the FOG Program Modification Plan developed pursuant to this Paragraph 11, Baltimore County shall continue to enforce its current FOG Program, including specifically the County requirements authorized by the Code of Baltimore County, Food Service Facility Regulations § 1.01.01, which requires, among other things, that all new and certain remodeled Grease Generating Facilities must install a grease abatement system as a prerequisite to qualification for an operating permit; the Code of Baltimore County, Article 20, Title 5, Waste Water Regulation; and the National Standards of Plumbing Code Illustrated (1996 and 1998 Supplement), Sec. 6.1.1, Interceptors.

C. **Review of Current FOG Program and Evaluation of Potential Improvements**. Within 180 days of the Date of Lodging, Baltimore County shall complete a preliminary review of its current FOG program to identify deficiencies in the Program, including conflicts regarding inter-departmental requirements, and to make recommendations to ensure that the requirements of this Paragraph 11 can be satisfied within the time frames provided. Within 30 days of completing this preliminary review, the County shall submit a report on the findings of the review to MDE and EPA for review and comment. In conducting its review, Baltimore County shall, at a minimum:

i. Review applicable statutes and regulations to determine whether the County has sufficient statutory and regulatory authority to effectively identify and control sources of fats, oils and grease that may enter the Collection System, including the authority to require grease abatement devices and best management practices ("BMP's") and to assess penalties for non-

compliance, and identify and evaluate potential modifications to resolve any identified deficiencies.

ii. Review current DEPRM and DPW enforcement practices, including but not limited to, field inspection methodologies, violation notification, penalty assessment, and administrative and judicial enforcement processes.

iii. Review current DEPRM and DPW database assets to ascertain the type of information available, frequency of data collection and entry, and accessibility of data.

D. **Database and GIS Mapping of Grease Generating Facilities**.

i. Within one year of the Effective Date, Baltimore County shall create a database of Grease Generating Facilities that includes for each Facility the address, owner/responsible party, presence or absence of a grease abatement system, history of violations, inspection history, and any other information relevant to assessing the Facility's potential contribution to grease-related blockages and/or SSOs.

ii. Within one year of the Effective Date, Baltimore County shall use its geographical information system ("GIS") to develop a map that identifies the following: (a) SSOs caused or contributed to by grease blockages since June 30, 2000; (b) the locations of all known Grease Generating Facilities; and (c) the locations of any Grease Generating Facilities that have been the subject of enforcement actions by Baltimore County due to FOG-related blockages since June 30, 2000.

iii. The database and map required in Paragraph 11.D.i. & ii., above, shall be updated at least semi-annually to reflect the ongoing inspection and enforcement histories of all new and existing Grease Generating Facilities. Baltimore County shall provide the most recent version of the database and map to EPA and MDE as part of each Annual Report.

E. **Survey and Inspection of Potential Grease Generating Facilities**.

i. Within one year of the Effective Date, Baltimore County shall develop and incorporate criteria for FOG evaluation, including criteria for assessing the risk that a Grease

Generating Facility will cause or contribute to a grease blockage in the Collection System, into the protocol for routine inspections of permitted food service facilities and inspection of other Grease Generating Facilities over which Baltimore County exercises FOG-related jurisdiction, and develop revised inspection forms for recording FOG-related information;

ii. Within one year of the Effective Date, Baltimore County shall conduct a baseline FOG inspection of each Grease Generating Facility in the County's service area. The baseline inspection, which may be conducted concurrently with other routine Facility inspections, shall determine whether the Facility(ies) are equipped with a grease abatement system, whether the systems are being operated and maintained properly, and whether grease hauler removal information is being maintained; and

iii. Within eighteen (18) months of the Effective Date, Baltimore County shall enter all FOG information obtained from the baseline inspections into the database and GIS maps developed pursuant to Paragraph 11.D.

iv. Following completion of the baseline inspection requirements set forth in Paragraph 11.E.ii., Baltimore County shall certify completion of such requirements and summarize the actions taken by Baltimore County to complete such requirements in the Quarterly Report for the calendar quarter in which such requirements were completed.

F. **Notice to Responsible Parties**.

i. Within one year of the Effective Date, Baltimore County shall notify in writing the responsible party(ies) for each Grease Generating Facility of the general obligation to prevent the discharge of fats, oils and grease to the Collection System.

ii. Following EPA and MDE approval of Baltimore County's FOG Program Modification Plan under Paragraph 11.G., and no later than 90 days after completion of the requirements of Paragraph 11.E.ii., Baltimore County shall notify in writing each responsible party for each Grease

Generating Facility of the obligations under the County's FOG Program and provide additional information to assist in achieving compliance with those obligations, including contact information for approved grease transport services. Baltimore County shall thereafter provide such notice on an annual basis.

iii. Following completion of the notice requirements set forth in Paragraph 11.F.i. and ii.(excluding the annual notice requirement), Baltimore County shall certify completion of such requirements and summarize the actions taken by Baltimore County to complete such requirements in the Quarterly Report for the calendar quarter in which such requirements were completed.

G. **Review and Modification of Current FOG Program**. Baltimore County shall complete a comprehensive review of its current FOG Program, as well as the information collected during the baseline inspections required by Paragraph 11.E., to determine the Program's effectiveness, to evaluate potential improvements and alternatives, and to propose specific modifications to improve the Program's effectiveness in preventing grease blockages within the Collection System. By no later than 60 days after the completion of the baseline inspections required by Paragraph 11.E., Baltimore County shall submit to EPA and MDE, for approval pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, a FOG Program Modification Plan that summarizes the results of Baltimore County's FOG Program review; proposes specific modifications, implementation plans and schedules for, at a minimum, each of the Program components identified in this Paragraph 11.G.; and provides for full implementation of the proposed modifications by no later than two years from final approval by EPA and MDE pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree of Baltimore County's FOG Program Modification Plan. In developing its FOG Program Modification Plan, Baltimore County shall:

i. Propose specific modifications to address any conflicts or deficiencies in Baltimore County's statutory and regulatory authority identified during or subsequent to Baltimore

County's review conducted pursuant to Paragraph 11.C., and a schedule for development and enactment of such modifications;

ii. Evaluate alternative methods, including permitting and contract programs, for assigning specific, enforceable responsibilities to Grease Generating Facilities to eliminate discharges of fats, oils and grease to the Collection System, and propose a specific plan and schedule for implementing such a program (including procedures for timely notification of violations, escalation of enforcement actions, and the imposition of civil penalties and injunctive relief) within Baltimore County's service area;

iii. Evaluate alternative methods for implementing grease abatement system management, operation and maintenance standards, including best management practices that address acceptable technology (including type, size and proper installation of abatement systems), on-site record keeping requirements, cleaning frequency, cleaning standards, use of additives, and ultimate disposal of grease removed, and propose a specific plan and schedule for adopting and implementing such standards and practices within Baltimore County's service area;

iv. Evaluate all methods of effecting grease management, including best management practices ("BMPs") and cleaning practices, at Grease Generating Facilities not currently required to implement a grease abatement system, and propose a specific plan and schedule for implementing such standards and practices within Baltimore County's service area. Baltimore County shall also consider additional steps for such Facilities, including whether (a) to revise regulations to require installation and operation of grease abatement systems, (b) to implement a program for increased cleaning by Baltimore County of the main into which the relevant lateral connects, (c) to require the Grease Generating Facilities to regularly clean the lateral pipes that connect to Baltimore County's Collection System, and/or (d) to implement any other equally effective program or remedial measure for reducing FOG blockages. As part of this evaluation, Baltimore County shall also consider the extent to

which multi-person residential buildings contribute FOG to the Collection System and consider alternatives for reducing such FOG contributions;

v. Evaluate alternative methods for scheduling, prioritizing, and conducting regular inspections to assess compliance by Grease Generating Facilities with prohibitions on the discharge of fats, oils and grease to the Collection System, and propose a specific plan and schedule for incorporating revised compliance requirements into the inspection protocol and database design and for implementing ongoing FOG inspections within Baltimore County's service area;

vi. Evaluate staffing and ancillary requirements necessary to improve the effectiveness of Baltimore County's FOG Program, and propose a plan and schedule for securing funding for and training the necessary staff;

vii. Evaluate potential performance indicators that may be used to measure the effectiveness of the FOG Program, including measurements for the reduction in the frequency of FOG-related SSOs and blockages, and propose a plan for tracking effectiveness under Baltimore County's modified FOG Program to be used in conducting ongoing FOG Program evaluations under Paragraph 11.I; and

viii. Evaluate public education and outreach and compliance assistance efforts necessary to inform commercial and residential property owners and occupants about the need to minimize the introduction of grease into the Collection System, and propose a plan for implementing such efforts within Baltimore County's service area, consistent with Paragraph 11.F.

H. **Implementation of FOG Program Modification Plan**. Upon approval or approval with conditions by EPA and MDE of Baltimore County's FOG Program Modification Plan, pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, Baltimore County shall implement the Plan as approved and according to the approved schedule(s), and the FOG Program Modification Plan shall be incorporated into, and become enforceable under, this Consent Decree. In

each Quarterly Report, Baltimore County shall provide a summary of Baltimore County's progress in completing implementation of its approved FOG Program Modification Plan during the prior calendar quarter. Following implementation of the FOG Program Modification Plan, Baltimore County shall certify completion and summarize the actions taken by Baltimore County to implement the FOG Program Modification Plan in the Quarterly Report for the calendar quarter in which such requirements were completed.

I. **Annual Evaluations of Modified FOG Program**. Within one year of implementation of the FOG Program Modification Plan pursuant to Paragraph 11.H., above, and on an annual basis thereafter, Baltimore County shall evaluate the effectiveness of its modified FOG Program using the performance indicators developed pursuant to Paragraph 11.G.vii., above. The results of each annual evaluation should be included in the next Annual Report submitted to EPA and MDE pursuant to Section VI (Reporting Requirements).

J. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 11 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

12. **Illegal Storm Water Discharges**.

A. **General Requirements**. Baltimore County shall, through the use of methodologies such as CCTV and smoke and dye testing during the performance of the Collection System inspections required pursuant to Paragraph 8, seek to identify Illegal Storm Water Discharges to the Collection System, and upon identification shall eliminate such discharges, where such discharges, individually or cumulatively, are likely to cause or contribute to an SSO.

B. **Specific Requirements**.

i. Elimination of Illegal Storm Water Discharges.

(a) Within 30 days of identifying an Illegal Storm Water Discharge into the Collection System, Baltimore County shall notify the owner of the connection (including all associated laterals or other privately-owned conduits used to transport discharge to the connection) that is the source of such discharge that the connection is the source of an illegal discharge, and shall require the owner to take all appropriate steps to eliminate the illegal discharge.

(b) Within 180 days after notifying the owner to eliminate the Illegal Storm Water Discharge, if the owner has failed to eliminate the illegal discharge, Baltimore County shall take all lawful and appropriate steps including, but not limited to, repairing, rehabilitating, or replacing the connection that is the source of the discharge, or initiating enforcement action to cause the repair, rehabilitation, replacement, or termination of that service connection.

(c) Alternatively, Baltimore County may require the owner to pay the appropriate fines and/or authorize the discharge if Baltimore County ensures through the provision of adequate sewer system capacity that the discharge will not cause or contribute to an SSO.

(d) The foregoing remedies shall not be exclusive of other administrative or judicial remedies provided by law or regulation.

ii. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 12 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

13. **Pump Station Inspection, Rehabilitation, Repair and Replacement**.

A. **General Requirement**. Baltimore County shall undertake the measures set forth in this Paragraph, with the goal of eliminating SSOs related to Pump Stations in the Baltimore County Collection System.

B. **Pump Station Rehabilitation/Repair**. Baltimore County shall complete the specific Pump Station rehabilitation, repair, and replacement projects identified in Appendix C in

accordance with the milestone dates set forth in Appendix C. The milestone dates set forth in Appendix C are incorporated into, and enforceable under, the Consent Decree as if fully set forth herein. In each Quarterly Report, Baltimore County shall summarize the status of the projects required by this Paragraph 13.B. (as listed on Appendix C) as of the end of the prior calendar quarter. Following completion of each construction project identified on Appendix C, Baltimore County shall certify to EPA and MDE that construction has been completed in the Quarterly Report for the calendar quarter in which construction was completed.

C. **Pump Station Backup Power**. Baltimore County shall ensure that adequate backup power is maintained for each Pump Station:

i. Within one year of the Effective Date, and for each calendar year thereafter during the period that this Consent Decree is in effect, Baltimore County shall complete an evaluation of the effectiveness of its existing Pump Station backup power program, including the use of portable generators as backup power for multiple stations, in preventing SSOs relating to power outages at Pump Stations during the preceding year. Baltimore County shall submit the results of the annual evaluation to EPA and MDE in the applicable Annual Report.

ii. If any Pump Station experiences an SSO due to loss of power Baltimore County shall, within 180 days of the discovering the SSO, submit a plan to EPA and MDE for review and approval that provides for either (1) installation of a permanent backup generator or other on-site backup power source at the affected Pump Station, (2) procurement of additional portable generators sufficient to prevent future SSOs due to loss of power at the affected Pump Station, or (3) implementation of other measures, approved by EPA and MDE, designed to prevent further SSOs relating to power outages at the affected Pump Station. Upon approval or approval with conditions by EPA and MDE of Baltimore County's plan under this Paragraph 13.C.ii., Baltimore County shall implement the Plan as approved and according to the approved schedule(s). Following implementation

of the approved plan, Baltimore County shall certify completion and summarize the actions taken by Baltimore County to implement the approved plan in the Quarterly Report for the calendar quarter in which the plan requirements were completed.

D. **Pump Station Remote Monitoring**.

i. By agreement of the Parties, Baltimore County shall install a supervisory control and data acquisition ("SCADA") system for remote monitoring of Pump Stations as provided for in its Contract No. 02119 with Hartwell Engineering, Inc. ("SCADA Contract"). Baltimore County shall ensure, and shall certify to EPA and MDE in the applicable Quarterly Report, that the SCADA system is installed, operational, and capable of satisfying the requirements of this Paragraph 13.D. with respect to each Pump Station by no later than the Effective Date of this Consent Decree.

(a) For each Pump Station, the SCADA system shall continuously poll, report, and transmit, at a minimum, the following parameters, where the referenced attributes are present:

(1) Wet well high level and low level alarms;

(2) Dry well flood alarms;

(3) Dry well sump pumping failure, where available;

(4) Flow (instantaneous and average) determined from a flow meter;

(5) Failure of any one of the following parameters (as a single alarm):

(i) loss of three-phase power;

(ii) single phase condition;

(iii) phase reversal;

(iv) over-voltage and under-voltage;

(v) use of standby power;

(vi) failure of standby power; and

(vii) second power source;

(6) Pump failure (for each pump);

(7) Pump running times;

(8) Pump starts; and

(9) Remote signal failure alarms.

(b) With respect to all Pump Stations, system monitoring data of wet well levels shall be stored in an archival data base for a period of five years. In addition, the Pump Station operating hours for each pump shall be recorded monthly and entered into an archival data base. Baltimore County shall retain for each month the 24-hour maximum and the monthly average flow data for each Pump Station in accord with Section XVIII (Record Keeping).

(c) The new SCADA system shall enable Baltimore County to store a record of each alarm generated by the SCADA system that includes the date, time, location, and parameter of the alarm. Baltimore County shall maintain alarm information for a minimum of five years and make this information available to MDE or EPA upon request.

ii. Prior to the implementation of the SCADA system required by this Paragraph 13.D., Baltimore County shall continue to monitor its Pump Stations using its existing system. Baltimore County shall archive all available alarm data generated by its current system for the five-year period prior to implementation of the new SCADA system.

E. **Pump Station Inspection and Evaluation**.

i. **Pump Station Classification**. For purposes of this Paragraph, each of the Pump Stations in Baltimore County's Collection System has been designated as either Tier 1, 2, or 3. The listing of Pump Stations by tier is attached to this Consent Decree as Appendix D.

ii. **Pump Station Inspection**. Until such time as Baltimore County fully implements the SCADA system required by Paragraph 13.D., Baltimore County shall conduct a physical inspection of each Pump Station at least once per week. Following implementation of continuous monitoring of each Pump Station under the new SCADA system, Baltimore County shall conduct a physical inspection of each Tier 1 Pump Station at least once per week, each Tier 2 Pump Station at least once every two weeks, and each Tier 3 Pump Station at least once per month.

(a) Baltimore County shall conduct the inspections required by this Paragraph 13.E.ii. in accordance with the inspection checklists attached to this Consent Decree as Appendix E. Baltimore County may modify the inspection checklists consistent with appropriate engineering and operation standards. Baltimore County shall provide EPA and MDE with a description of any modifications to the inspection checklists and an updated version of the checklists within the Annual Report for any year in which such modifications were made.

(b) Upon completion of the engineering evaluation/condition assessment required by Paragraph 13.F. below, Baltimore County shall update the inspection checklist(s) to ensure that the inspection protocol is sufficient to verify that each Pump Station is in good working order.

(c) Completed checklists and inspection reports shall be maintained by Baltimore County in accordance with the requirements of Section XVIII (Recordkeeping).

iii. For each deficiency identified during an inspection conducted in accordance with requirements of this Paragraph 13.E., Baltimore County shall either correct the deficiency within twenty-four hours, or, alternatively, issue a work order for the correction of the deficiency, in which Baltimore County shall assign a priority ranking in accordance with the ranking system attached to this Consent Decree as Appendix F, and complete action necessary to correct such deficiency consistent with the priority ranking and the impact of the deficiency on the functionality of

Baltimore County's Collection System. All identified deficiencies within Priority Classifications 2, 3, or 4 shall be corrected by no later than six (6) months from the date of the inspection in which that deficiency was first observed, unless such deficiencies are otherwise scheduled for correction pursuant to a separate requirement under this Consent Decree. Baltimore County may seek approval from EPA and MDE for an extension of time to correct any deficiency within Priority Classification 2 based on the limited availability of remedial materials.

iv. In addition to the actions required by subparagraph iii., above, in the event that any deficiency is identified that results in an SSO, Baltimore County shall act immediately to implement emergency measures to prevent or mitigate an SSO until the deficiency is corrected.

F. **Pump Station Engineering Evaluation/Condition Assessment**. Baltimore County shall perform or arrange for performance of an engineering evaluation and condition assessment by a professional engineer licensed in the State of Maryland for each Pump Station in its Collection System, except as set forth in Paragraph 13.F.v., below.

i. Each engineering evaluation/condition assessment required by this Paragraph 13.F. shall, at a minimum, include an assessment of the Pump Station's pumping system and mechanical, electrical, structural, and architectural condition. The engineering evaluation/condition assessment shall also determine whether the Pump Station utilizes an SSO Structure and, if so, evaluate whether such SSO Structure can be eliminated or modified so as to mitigate the potential impacts of discharges from the SSO Structure.

ii. Baltimore County shall complete each required engineering evaluation/ condition assessment within the time frames set forth below.

Tier 1 Pump Stations:	Within one year of Effective Date.
All Tier 2 or Tier 3 Pump Stations That Were Placed Into Service More Than 25 Years Prior to the Date of Lodging and That Have Experienced a Non-Power-Related SSO Since June 2000:	Within two years of Effective Date.
All Remaining Tier 2 Pump Stations:	Within three years of Effective Date.
All Remaining Tier 3 Pump Stations:	Within five years of Effective Date.

iii. Within 30 days of the completion of an engineering evaluation/condition assessment, Baltimore County shall submit to EPA and MDE for review and comment a report that identifies the scope of the evaluation and condition assessment, identifies the specific criteria applied during the evaluation, provides a summary of deficiencies identified, provides a summary of items due for scheduled replacement, and identifies appropriate remedial responses, including a summary of anticipated remedial costs.

iv. For each deficiency or instance of non-performing equipment identified during an engineering evaluation/condition assessment conducted in accordance with requirements of this Paragraph 13.F, Baltimore County shall assign a priority ranking in accordance with the following ranking system focusing on the prevention, mitigation, and correction of SSOs:

Priority 1	Impact on capability of Pump Station to operate at full capacity, personnel safety, or structural or building integrity issues.
Priority 2	Station equipment reliability issues, chronic maintenance problems, and Mechanical and Electrical Code issues.
Priority 3	Housekeeping, station appearance, or minor station operation or maintenance issues.

(a) For each identified Priority 1 or Priority 2 deficiency, Baltimore County shall include in or with its report a specific schedule that provides for completion of a remedial response to such deficiency consistent with its assigned priority, but not later than two years from completion of the engineering evaluation/condition assessment. Baltimore County shall implement each

remedial response under this subparagraph (a) consistent with the proposed schedule, and each such schedule shall be incorporated into and enforceable under this Consent Decree. EPA and MDE may extend the schedule for completion of a remedial response activity upon demonstration by Baltimore County that the specific circumstances relevant to that response activity justify an extension. Following implementation of the required repairs for each Pump Station, Baltimore County shall certify completion and summarize the actions taken by Baltimore County in the Quarterly Report for the calendar quarter in which the repair requirements were completed.

(b) In the event that any deficiencies identified during the engineering evaluation/condition assessment result in an SSO, Baltimore County shall act immediately to correct the deficiency or to implement emergency measures to prevent or mitigate an SSO until the deficiency is corrected.

v. Baltimore County shall not be required to perform an engineering evaluation/condition assessment pursuant to this Paragraph 13.F. for the following Pump Stations:

(a) The following Pump Stations that were placed into service less than 10 years prior to the Date of Lodging of this Consent Decree:

Middle Back River Neck	Beachwood Estates
Rosalie Avenue	Beachwood Estates North
Bowleys Quarters	Reistertown Village
Holly Neck	Franklin Station
Vincent Farms	Hopewell Point
Back River Neck	

(b) The following Pump Stations for which Baltimore County has completed a recent engineering evaluation,

Whitemarsh
Hawthorne #1
Woodwind
Texas
Cockeysville

provided that Baltimore County certifies that it has complied or will comply with the

requirements of Paragraph 13.F.iv., above, for each such Pump Station within two (2) years of the Effective Date.

(c) Any Pump Station that Baltimore County has committed, through specific allocation of capital budget funding, to replace in its entirety, where such commitment occurs prior to the deadline for completion of an engineering evaluation/condition assessment under this Paragraph. Baltimore County shall provide notice to EPA and MDE, including appropriate documentation, regarding any Pump Stations for which it intends to utilize this exemption at least 30 days prior to the date when the engineering analysis and condition assessment would otherwise be due pursuant to Paragraph 13.F.ii., above.

vi. Notwithstanding Paragraph 13.F.v. above, EPA and MDE may direct that Baltimore County perform an engineering evaluation/condition assessment pursuant to this Paragraph 13.F. for any of the Pump Stations identified in Paragraph 13.F.v(a) or (b) in the event that performance data, including the occurrence of SSOs, for that Pump Station collected after the Date of Lodging indicates that such an evaluation is necessary.

G. **Pump Station Equipment Inventory**.

i. Within two hundred seventy days (270) of the Effective Date, Baltimore County shall complete an asset inventory and attribute database for all equipment and systems in each Pump Station and update its maintenance records to include all new information. Following completion of the requirements of this Paragraph 13.G.i., Baltimore County shall certify that all such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

ii. Within two hundred seventy days (270) of the County's selection of a Pump Station information management system pursuant to Paragraph 13.H. and identification of the relevant system specifications, Baltimore County shall assign a unique identification number to each

critical component at each Pump Station and update its maintenance records to include the identification numbers. If physically practicable, Baltimore County shall place an identification tag on each critical component. Following completion of the requirements of this Paragraph 13.G.ii. Baltimore County shall certify that all such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

iii. In the event that a rehabilitation, repair, or replacement project requires replacement of a critical component at a Pump Station, Baltimore County shall assign identification numbers to the new components and update its maintenance records within thirty (30) days of project completion.

H. **Pump Station Information Management System**. Within three years of the Effective Date, Baltimore County shall convert or transfer its existing Pump Station maintenance record keeping system, including all equipment inventory information, into an electronic information management system capable of collecting and tracking information regarding the operation, performance and maintenance of all Pump Stations. Baltimore County may accomplish this conversion or transfer either by expanding its Collection System Utilities Management Application to include Pump Station information or through use of an independent management system that is compatible with the Utilities Management Application. Following completion of the requirements of this Paragraph 13.H., Baltimore County shall certify that such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

I. **Pump Station Preventative Maintenance**. Baltimore County shall implement a Pump Station preventative maintenance program to ensure the proper operation and maintenance of its Pump Stations that includes the following measures:

i. Within ninety (90) days of completion of each rehabilitation/repair project required under Paragraph 13.B, Baltimore County shall update its preventative maintenance standard operating procedures and schedules to reflect all new and/or rehabilitated equipment.

ii. Within ninety (90) days of the Effective Date, Baltimore County shall develop a procedure (or document existing procedures) for determining the cause of equipment and/or system failures at Pump Stations and identifying preventive maintenance measures for minimizing future failures.

iii. Routinely track preventative maintenance of Pump Stations, including, but not limited to, the following:

(a) Appropriate, necessary and periodic service and calibration of all instrumentation, including flow meters, liquid level sensors, alarm systems, elapsed time meters, and remote monitoring equipment;

(b) Appropriate, necessary and periodic inspection and service for each Pump Station, including engines, motors, generators, pumps, wet wells, Pump Station valves, and related equipment; and

(c) Appropriate, necessary and periodic inspection and testing and, if necessary, servicing of all pumps including impellers, seals and bearings, wear clearances, couplings, drives and motors.

J. **Pump Station Operation and Maintenance Manuals**. Within one year of the Effective Date, Baltimore County shall ensure that an updated operation and maintenance manual is maintained for and located at each Tier 1 and Tier 2 Pump Station. Each operation and maintenance manual shall reflect current station configuration, equipment, and characteristics, and shall provide operating parameter value ranges representing recommended operating levels, a summary of historical pump run times, and detailed procedures to prevent overflows or spills while performing repairs at each

Pump Station. Baltimore County shall update the operation and maintenance manual for each Pump Station at which a rehabilitation, repair, or replacement project has been performed no later than 90 days after the date for completion of the project.

K. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 13 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

14. **Collection and Transmission System Model**.

A. Using the INFOWORKS CS computerized collection and transmission system modeling program for its Collection System, Baltimore County shall implement and maintain a computerized collection and transmission system model or models (the "Model") for the Collection System to evaluate the impact of I/I rehabilitation projects, proposed system modifications, upgrades, and expansions to the transmission capacity and performance of the Collection System. Baltimore County shall develop a Model or Models meeting the requirements of this Paragraph for each Sewershed that includes the Model elements identified in Paragraph 14.B. To the extent practical, Baltimore County shall coordinate the development of its Model(s) with the City of Baltimore's modeling efforts. The Model(s) and the data collection activities upon which they are based, shall be developed and implemented so as to ensure that the Model(s) are integrated to the extent necessary to function in a hydraulically representative fashion for the Collection System. The integrated Model(s) shall allow Baltimore County to assess the capacity of its Collection System, as provided herein, and to identify the measures necessary to address capacity limitations as required by Paragraph 9.

B. **Model Elements.**

i. The Model required by this Paragraph shall, at a minimum, be used for predicting:

(a) Rate of wastewater flow and temporal variation of rate of flow in the Force Mains and the Major Gravity Lines;

(b) Hydraulic pressure (psig) or hydraulic grade line ("HGL") of wastewater at any point in Force Mains and the Major Gravity Lines;

(c) Flow capacity of each of the Pump Stations in the Collection System;

(d) Flow capacity of each Pump Station with its back-up pump out-of-service;

(e) Peak flows to and/or from each Pump Station during storm events of a magnitude of up to 20 years; and

(f) Likelihood and location of SSOs within those portions of each Sewershed modeled under high flow conditions, including Pump Station service areas where the Pump Station's back-up pump is out-of-service, and considering available wet well capacity, existing, functional off-line storage capacity, and normal in-line storage capacity.

ii. The Model shall also be:

(a) Configured based on representative, accurate and verified system attribute data (i.e., pipe sizes and invert elevations, manhole rim elevations, etc.);

(b) Calibrated using spatially and temporally representative rainfall data and flow data, either existing or obtained under this Consent Decree pursuant to Paragraph 9; and

(c) Verified using spatially and temporally representative rainfall data and flow data; that data shall be independent of the data used to calibrate the Model.

C. **Model Project Approach Report**.

i. Within one hundred and fifty (150) days from the Effective Date of this Consent Decree, Baltimore County shall submit to EPA and MDE for approval pursuant to Section VIII

(Review and Approval Procedures) of this Consent Decree a report that sets forth a project approach and detailed schedule of development, installation and implementation of the Model for the Collection System (the "Project Approach Report"). The Project Approach Report shall include, at a minimum, the following information:

(a) Identification of all input parameters, constants, assumed values and expected outputs; and

(b) A digital map of the Collection System that identifies and characterizes both the portions of the Collection System that shall be included in the Model and the portions of the Collection System that shall be excluded from the Model.

ii. The Project Approach Report required by this Paragraph 14.C. shall also identify how the Model will be adapted to predict wastewater flows through the Collection System, including:

(a) Identification of specific types of input data that are to be used and how attribute data accuracy and representativeness will be assured;

(b) Configuration of the Model;

(c) Procedures and protocols for performance of sensitivity analyses (i.e., how the Model responds to changes in input parameters and variables);

(d) Procedures for calibrating the Model to account for values representative of the Collection System using actual system data (e.g., precipitation and flow data), which include measures to assure that calibration variables such as pipe friction factors, are kept within generally-accepted realistic ranges;

(e) Procedures for verification of the Model's performance using actual system data (e.g., precipitation and flow data);

(f) Procedures and methodologies for the generation of wet weather Hydrographs for each Sewershed flow monitoring basin; and

(g) Approach to documenting the implementation of the above procedures and the results of calibration and verification efforts.

D. Within sixty (60) days of approval or approval with conditions by EPA and MDE, as provided in Section VIII (Review and Approval Procedures), Baltimore County shall begin implementation of the Project Approach Report, and the Project Approach Report as approved shall be incorporated into, and become enforceable under this Consent Decree.

E. **Model Certification.** Baltimore County shall complete implementation of the Model for each Sewershed, on or before submission of the SRRR Plan for the respective Sewershed required under Paragraph 10, and shall certify to EPA and MDE that:

i. The Model includes the elements required by Paragraph 14.A. and B. to complete the work required by Paragraph 9.C.; and

ii. The Model has been calibrated (including the performance of sensitivity analyses) and verified in accordance with the Project Approach Report using actual system data (e.g., flow data) from permanent and temporary monitoring points in the Collection System.

Baltimore County shall provide its certification and shall describe the results of the Model calibration and verification for each Sewershed in the applicable Quarterly Report.

15. **Collection System Operation and Maintenance.**

A. **General Requirements.** Baltimore County shall develop and implement a comprehensive maintenance program for the Collection System and Collection System components to provide for the proper operation and maintenance of equipment while minimizing failures, malfunctions, line blockages, and SSOs.

B. **Submission of Operation and Maintenance Plan**. Within 120 days of the Effective Date, Baltimore County shall submit for review and comment by EPA and MDE a comprehensive operation and maintenance plan that shall provide for, at a minimum, the following:

i. A gravity line inspection program that provides for

(a) CCTV or other inspection of Gravity Sewer Lines as required by Paragraph 8 of this Consent Decree;

(b) CCTV inspection, consistent with the requirements of Paragraph 8.C., of all Gravity Sewer Lines greater than or equal to 8 inches and less than or equal to 27 inches in diameter that were constructed prior to 1980, to be completed within 15 years of the Effective Date. Baltimore County shall not be required to re-inspect gravity line segments inspected pursuant to the requirements of Paragraph 8.C. solely for the purpose of complying with the requirements of this Paragraph 15.B.i(b). In each Annual Report, Baltimore County shall summarize its progress toward completion of the requirements set forth in Paragraphs 15.B.i(b) and 15.B.v(b) as of the end of the prior calendar year. Following completion of the requirements set forth in Paragraphs 15.B.i(b) and 15.B.v(b), Baltimore County shall certify that all such requirements have been completed and summarize the actions taken by Baltimore County to complete these requirements in the Quarterly Report for the calendar quarter in which the requirements were completed.

(c) Ongoing CCTV or comparable inspection of the Collection System necessary to maintain a current assessment of the condition of the Collection System, including a program goal of inspecting all Gravity Sewer Lines greater than 8 inches in diameter on a regular, scheduled basis that provides for inspection of the entire Collection System every 15 years.

ii. A sewer line cleaning program adequate to address blockages and potential blockages within the Collection System. In addition to addressing ongoing cleaning requirements, the cleaning program shall provide for the cleaning of all Gravity Sewer Lines greater

than 8 inches in diameter within 7 years of the Effective Date, and shall provide for the regular, scheduled cleaning of all such lines thereafter at least every 7 years. In each Annual Report, Baltimore County shall summarize its progress toward completion of the initial cleaning requirements set forth in this Paragraph 15.B.ii. as of the end of the prior calendar year. Following completion of the requirement for cleaning all Gravity Sewer Lines greater than 8 inches in diameter within 7 years of the Effective Date, Baltimore County shall certify that such requirement has been completed and summarize the actions taken by Baltimore County to complete the requirement in the Quarterly Report for the calendar quarter in which the requirement was completed.

iii. Routine preventative maintenance of Pump Stations consistent with Paragraph 13.I.;

iv. Routine preventative maintenance of grinder pumps;

v. Inspection of manholes

(a) Inspection of manholes as provided in Paragraph 8.D;

(b) Inspection of manholes located within or immediately adjacent to gravity line segments to be inspected pursuant to Paragraph 15.B.i.b. above;

(c) Routine inspection of manholes that are entered for the purposes of cleaning, inspection, or other routine maintenance activities.

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

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

viii. A root control program that addresses, at minimum, scheduling and performing corrective measures including both short-term mitigation of root intrusion (i.e., routine

maintenance) and rehabilitation of the areas in which root intrusion has caused recurring blockages (i.e., sewer replacement or relining), and a proposal that includes scheduled inspection and cleaning of known problem areas;

ix. Procedures for responding to, investigating, mitigating, correcting, and preventing Building Backups.

x. Procedures for identification of all known locations where Baltimore County does not have ready physical and legal access to the Collection System, the causes for lack of access, and its strategy for obtaining and maintaining access to such location;

xi. Procedures for documenting complaints (including procedures for ensuring that complaints reach the appropriate departments), work orders, updates to equipment inventory, and changes to Collection System components, as well as entry of such data into databases comprising the information management system required under Paragraph 16;

xii. Procedures for corrective maintenance response and reporting;

xiii. Procedures to ensure that staff receive regular training, including wastewater operator certification as required, to avoid potential SSOs relating to operator error; and

xiv. A FOG program consistent with the requirements of Paragraph 11.

C. **Implementation of Operation and Maintenance Program**. Baltimore County shall begin implementation of its operation and maintenance plan within 90 days of submittal to EPA and MDE for comment.

D. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 15 as specifically set forth in Section VI (Reporting Requirements), Paragraph 20.B.xiii. & ix., of this Consent Decree.

16. **Information Management System Program**.

A. **Utilities Management Application for Collection System**. By agreement of the Parties, Baltimore County shall implement its planned Utilities Management Application to establish, update, and coordinate data systems used to collect information regarding the operation, maintenance and performance of the Collection System, as provided in Baltimore County Contract No. 42235, attached as Appendix G. Baltimore County shall install all hardware and software necessary for the Utilities Management Application and ensure that such hardware and software are operational and that the County has beneficial use of the specified features by no later than September 1, 2005. Baltimore County shall certify completion of these requirements in the applicable Quarterly Report.

B. **Geographic Information System**. As part of its information management system programs above, Baltimore County shall use a computerized geographic information system ("GIS") to map the Collection System.

i. The GIS shall be able to:

(a) Display all Collection System components and Pump Stations;

(b) Use embedded objects (or other alternative, equivalent methods) to link to schematic diagrams and attribute data (including inventory information) for Collection System components;

(c) Display by color coding the portions of the Collection System that have been inspected and rehabilitated; and

(d) Display the location(s) at which samples from flow meters and rain gauges have been collected for development of the model required under Paragraph 14.

ii. Baltimore County shall install all hardware and software necessary for the GIS system and ensure that the system is operational and that the County has beneficial use of the specified features by no later than one year from the Effective Date. Following completion of these

requirements, Baltimore County shall certify in the applicable Quarterly Report, and, if requested, demonstrate to EPA and MDE, that the GIS is fully functioning and capable of displaying the information described in Paragraph 16.B.i., above. Baltimore County shall complete the installation of, and transfer of all relevant data to, the GIS System for each Sewershed by no later than the date that the SRRR Plan for such Sewershed is due under Paragraph 10.

C. **Global Positioning System**.

i. Within one hundred and twenty (120) days of the Effective Date of this Consent Decree, Baltimore County shall have global positioning system (GPS) units available to its Utilities Maintenance Division for use to correct and/or update component information on the Collection System maps. Baltimore County shall certify completion of this requirement in the applicable Quarterly Report.

ii. Baltimore County shall use GPS units or other equivalent methods to record the location of sewer maintenance work related to the removal of tree roots and/or grease. Baltimore County shall track and plot this information as part of its root and grease programs required by Paragraph 15.

D. **Inventory of Collection System Components**.

i. Within two (2) years of the Effective Date, the Utilities Management Application shall include an inventory database of the Collection System components. Following completion of this requirement, Baltimore County shall certify in the applicable Quarterly Report, and, if requested, demonstrate to EPA and MDE, that the Utilities Management Application is functioning and capable of displaying the information identified in Paragraph 16.D.ii., below.

ii. By no later than the date that the SRRR Plan for the relevant Sewershed is due pursuant to Paragraph 10, the inventory database shall include, for each component in such Sewershed, a unique identification number and a corresponding data file that stores the following

information:

(a) Identification number;

(b) Capacity (e.g., for pipes: diameter, for valves: flow rate);

(c) Date of installation;

(d) Location of installation (address and/or latitude and longitude);

(e) Useful life and scheduled date for repair, replacement, or rehabilitation;

(f) Repair history;

(g) Make and model, if applicable;

(h) Type (e.g., material of construction, configuration of valve, etc.); and

(i) Service status (i.e., whether or not component is in service).

E. **Update Inventory of Collection System Components.** Beginning two years from the Effective Date, Baltimore County shall update, within ninety (90) days of completion of any inspection, condition assessment, or rehabilitation of a Collection System component required pursuant to the terms of this Consent Decree, the Utilities Management Application inventory database such that the updated inventory database includes, for the relevant component, the information described in Paragraph 16.D.ii.

F. **Reporting Requirements.** Baltimore County shall report to EPA and MDE on its performance of the requirements in this Paragraph 16 as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

17. **Emergency Response Plan**

A. Baltimore County shall develop and implement an Emergency Response Plan to

respond adequately to the occurrence of Discharges from its Collection System and to protect the health and welfare of persons in the event of Discharges.

B. **Specific Requirements**. Within sixty (60) days of the Effective Date of this Consent Decree, Baltimore County shall provide to EPA and MDE, for approval pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, an Emergency Response Plan that addresses the actions to be taken by Baltimore County in the event of a Discharge. The Emergency Response Plan shall include, but not be limited to, the following:

i. A detailed description of the actions Baltimore County will undertake to provide notice to the public in the event of a Discharge in accordance with Environment Article, Section 9-331.1, Annotated Code of Maryland and regulations promulgated thereunder;

ii. A description of how Baltimore County shall notify MDE and EPA when Discharges occur. Baltimore County shall notify MDE of the occurrence of Discharges in accordance with Environment Article, Section 9-331.1, Annotated Code of Maryland and regulations promulgated thereunder;

iii. A description of how Baltimore County shall coordinate with local health departments regarding the posting of waters where a Discharge has occurred in accordance with the regulations promulgated under the Environment Article, Section 9-331.1, Annotated Code of Maryland;

iv. A detailed plan describing the standard operating procedures to be followed by Baltimore County personnel in responding to a Discharge, including the steps to be taken to minimize the volume of untreated wastewater discharge as a result of a Discharge;

v. A general identification of resources that Baltimore County shall make available to correct or repair conditions causing or contributing to the Discharge. This shall include an organizational chart identifying the operational units responsible for conducting such tasks;

vi. A plan to ensure adequate training of Baltimore County personnel

responding to a Discharge.

C. Upon learning of an Discharge, Baltimore County shall perform monitoring, sampling, and analysis in accordance with the regulations promulgated under the Environment Article, Section 9-331.1, Annotated Code of Maryland. Baltimore County shall provide copies of field sample reports and laboratory analysis results to EPA and MDE upon request.

D. Upon approval or approval with conditions by EPA and MDE of Baltimore County's Emergency Response Plan, pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, Baltimore County shall implement the Plan as approved, and the Emergency Response Plan shall be incorporated into, and shall become enforceable under, this Consent Decree. The Parties agree to meet and confer, as needed, to discuss the development and implementation of Baltimore County's Emergency Response Plan.

E. Baltimore County shall review the Emergency Response Plan on an annual basis and update the Plan as necessary. Each annual update of the Emergency Response Plan shall be submitted to EPA and MDE for approval pursuant to Section VIII (Review and Approval Procedures) of this Consent Decree, and upon EPA and MDE approval shall be incorporated into, and become enforceable under, this Consent Decree. Baltimore County shall maintain a copy of the Emergency Response Plan required by this Paragraph 17 at each of its Tier 1 and Tier 2 Pump Stations.

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

G. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its implementation of its Emergency Response Plan as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

H. **Response to Building Backups**. Consistent with Paragraph 15.B.ix., Baltimore County shall also develop and implement procedures for responding to, investigating, mitigating, and correcting Building Backups.

18. **Reporting of Discharges and Building Backups and Record Keeping**.

A. **General Requirement**. Baltimore County shall report information about Discharges and Building Backups to MDE and EPA and keep appropriate records related to Discharges and Building Backups.

B. **Specific Requirements for Discharges**.

i. Baltimore County shall report to MDE by oral notification any Discharges within twenty-four (24) hours of the time Baltimore County first becomes aware of the Discharge.

ii. A written report shall also be provided to EPA and MDE within five (5) days of the time Baltimore County first became aware of the Discharge. Any written report shall be made to the Water Protection Division, United States Environmental Protection Agency, Region III and to the Compliance Program, Water Management Administration, MDE, and shall contain the information required under Code of Maryland Regulations (COMAR) 26.08.10.04 & .05.

C. **Specific Requirements for Building Backups**. On an annual basis, as part of each Annual Report to be submitted pursuant to this Consent Decree, Baltimore County shall report any known Building Backups. The report should include:

i. the location of the Building Backup;

ii. the cause of the Building Backup, if known;

iii. an estimate of the amount of sewage released into the building; and

iv. the location of sewage disposal (if known).

D. Baltimore County shall maintain for at least five years a list and description of any complaints from customers or others related to reported Building Backups.

E. Until termination of the Consent Decree, Baltimore County shall maintain records of the written reports required by Paragraph 18.B. and C., above, as set forth in Section XVIII (Record Keeping) of this Consent Decree.

VI. REPORTING REQUIREMENTS

19. **Quarterly Reporting**.

A. **Timing**. Beginning with the first full calendar quarter after the Effective Date, and for each calendar quarter thereafter until termination of the Consent Decree, Baltimore County shall submit to EPA and MDE a Quarterly Report containing the information set forth in Paragraph 19.B., below. The Quarterly Report shall be postmarked and sent by the 45th day after the end of the calendar quarter (which shall be May 15, August 14, November 14, or February 14, respectively, or the next business day consistent with the definition of "day" in Section IV of this Consent Decree). In lieu of submitting a separate Quarterly Report for any fourth calendar quarter, Baltimore County may submit a combined Quarterly and Annual Report, provided that the combined Report is submitted no later than the due date for the relevant Quarterly Report and includes all information required to be included in the Quarterly Report pursuant to this Paragraph 19 and all information required to be included in the Annual Report pursuant to Paragraph 20, below.

B. **Contents**. The Quarterly Report shall include the information set forth below regarding activities performed in the prior calendar quarter (or, in the case of the first Quarterly Report, activities performed since the Effective Date):

i. **SSO Structures**.

(a) Report the information required by Paragraph 7.C.ii.(a) & (b) with respect to any discharges from SSO Structures during the previous quarter;

(b) Identify any SSO Structure where a flow meter has been installed pursuant to Paragraph 7.C.i(b)(1) during the previous quarter and when such meter was installed; and

(c) Report mitigation measures undertaken pursuant to Paragraph 7.C.iii(b) with respect to any discharges from SSO Structures during the previous quarter.

ii. **Construction Projects**. Summarize the status of each of the projects identified on Appendices B and C, including whether Baltimore County anticipates completing the projects by the applicable deadlines.

iii. **Collection System Inspection**.

(a) Summarize Baltimore County's progress in completing the inspection requirements of Paragraph 8.C.i., including the total miles of gravity line and number of manholes and other appurtenances to be inspected, the miles of gravity line and number of manholes and other appurtenances inspected in the preceding quarter, and the miles of gravity line and number of manholes and other appurtenances remaining to be inspected, and report whether Baltimore County anticipates completing the required inspections by the applicable deadline;

(b) For each Sewershed, summarize Baltimore County's progress in completing the inspection requirements of Paragraphs 8.C.ii., 8.C.iii., 8.C.iv., and 8.D., including the total miles of gravity line and number of Force Mains, manholes and other appurtenances to be inspected, the miles of gravity line and number of manholes and other appurtenances inspected in the preceding quarter, and the miles of gravity line and number of manholes and other appurtenances remaining to be inspected, and report whether Baltimore County anticipates completing the required inspections by the applicable deadline; and

(c) Summarize Baltimore County's compliance during the previous quarter with the requirements in Paragraph 8.C.v. (CCTV Inspection Following SSOs), including the date of the SSO, the date of inspection of the corresponding Gravity Line Segment, the number of and

location of Gravity Line Segments that were not inspected with CCTV within 10 working days following an SSO, and an explanation of any applicable exemptions asserted by Baltimore County.

iv. **SRRR Plan Implementation**. For each Sewershed, summarize Baltimore County's progress in implementing its approved SRRR Plan pursuant to Paragraph 10.D., and report whether Baltimore County anticipates completing implementation by the applicable deadline.

v. **FOG Program Modification**. Summarize Baltimore County's progress in implementing its approved FOG Program Modification Plan pursuant to Paragraph 11.H., and report whether Baltimore County anticipates completing implementation of the required modifications by the applicable deadline.

vi. **Supplemental Environmental Projects**. Summarize Baltimore County's efforts and progress in completing the SEP requirements pursuant to Section X, including the total expenditures for each SEP through the reporting period, any delays or problems encountered and the steps taken to resolve and prevent such delays and problems from continuing, and report whether Baltimore County anticipates completing its obligations with respect to each SEP by the applicable deadline.

vii. **Compliance Issues**.

(a) If Baltimore County completes a project or requirement during the previous quarter that is subject to a requirement that Baltimore County certify completion, Baltimore County shall be deemed to have certified completion of any such project or requirement by specifically identifying the project or requirement in the Quarterly Report and stating the date on which the project or requirement was completed.

(b) If a requirement due to be completed during the reporting period was not completed, Baltimore County shall provide an explanation for why the requirement was not completed, what steps are being taken to ensure prompt completion, and when Baltimore County

anticipates completing the requirement.

(c) If Baltimore County becomes aware of any problems that may prevent it from meeting future compliance deadlines under any provision of this Consent Decree, Baltimore County should notify EPA and MDE of those anticipated problems in the next Quarterly Report, including an explanation of the problem, what steps are being taken to minimize delay, and when Baltimore County anticipates completing the requirement.

20. **Annual Reporting**.

A. **Timing**. By April 1 of the calendar year following the calendar year of the Effective Date, and on April 1 of each calendar year thereafter until termination of this Consent Decree, Baltimore County shall submit an Annual Report. The Annual Report shall cover the activities identified in Paragraph 20.B., below, that were performed in the preceding calendar year through December 31.

B. **Contents**. The Annual Report shall address the following subject areas as follows:

i. **SSO Structures**.

(a) Summarize Baltimore County's progress in implementing its approved Non-Pump Station SSO Structures Elimination Plan pursuant to Paragraph 7.C.iv., and report whether Baltimore County anticipates completing implementation by the applicable deadline;

(b) Summarize the results of any post-elimination monitoring conducted by Baltimore County pursuant to Paragraph 7.C.v. following elimination of any Non-Pump Station SSO Structure.

(c) Summarize Baltimore County's progress in implementing any plans required pursuant to Paragraph 7.C.vi. in response to certain discharges from Pump Station SSO Structures.

ii. **Rainfall and Flow Monitoring Plan**.

(a) Summarize the results of the annual evaluation required by Paragraph 9.B.vi. of the number and placement of flow monitors and rain gauges;

(b) Report whether and how the location of rain gauges and flow monitors have changed during the prior year and provide a revised location map as required by Paragraph 9.B.vi.

(c) Report and briefly explain any deviations during the prior year from the requirements in Paragraphs 9.B.i.-iv. or from Baltimore County's approved Rainfall and Flow Monitoring Plan submitted pursuant to Paragraph 9.B.v.

iii. **Evaluation of Rainfall and Flow Monitoring Data**.

(a) For each Sewershed, summarize Baltimore County's progress in completing the Inflow/Infiltration Evaluation required by Paragraph 9.C.i., and report whether Baltimore County anticipates completing implementation by the applicable deadline.

(b) For each Sewershed, summarize Baltimore County's progress in completing the Long-Term Capacity/Peak Flow Management Evaluation required by Paragraph 9.C.ii., and report whether Baltimore County anticipates completing implementation by the applicable deadline.

iv. **FOG Program**.

(a) Provide the results of the annual evaluation required by Paragraph 11.I. of the effectiveness of the modified FOG Program.

(b) Provide an updated database and map of Grease Generating Facilities as required by Paragraph 11.D.iii.

v. **Illegal Storm Water Discharges**. Identify any Illegal Storm Water Discharges to the Collection System that occurred during the reporting period and summarize the actions taken by Baltimore County in response to each such discharge, including Baltimore County's

specific actions taken in compliance with Paragraph 12.

vi. **Pump Stations**.

(a) Report the results of the annual evaluation required by Paragraph 13.C.ii. of the effectiveness of Baltimore County's backup power program.

(b) Summarize Baltimore County's progress in implementing any plan required by Paragraph 13.C.iii. to address SSOs related to power outages at Pump Stations.

(c) For each Pump Station, list any deficiencies identified during the reporting period through the inspections required pursuant to Paragraph 13.E.ii. and assigned Priority Classification 2, 3, or 4 from Appendix F, and identify the date of the inspection in which that deficiency was first observed, the date on which the deficiency was corrected or is expected to be corrected, the nature of the correction, and, if the deficiency was not corrected within six months, an explanation of the reasons for the delay in correction.

(d) For each Pump Station, list any deficiencies identified during the reporting period through the Engineering Evaluations/Condition Assessments required pursuant to Paragraph 13.F. and assigned Priority Classification 1 or 2 pursuant to Paragraph 13.F.iv., and identify the date the deficiency was first identified, the date on which the deficiency was corrected or is expected to be corrected, the nature of the correction, and, if the deficiency was not corrected within two years, an explanation of the reasons for the delay in correction.

(e) Summarize Baltimore County's progress in completing the implementation of the Pump Station Information Management System as required by Paragraph 13.H., and report whether Baltimore County anticipates completing implementation by the applicable deadline.

vii. **Collection and Transmission System Model**. Summarize Baltimore County's progress in completing implementation of the Collection and Transmission System Model in each Sewershed as required by Paragraph 14.E., and report whether Baltimore County anticipates

completing implementation by the applicable deadline.

viii. **Supplemental Collection System Inspection**. Summarize Baltimore County's progress in completing the inspection requirements of Paragraphs 15.B.i(b) and 15.B.v., including the total miles of gravity line and number of manholes and other appurtenances to be inspected, the miles of gravity line and number of manholes and other appurtenances inspected in the preceding year, and the miles of gravity line and number of manholes and other appurtenances remaining to be inspected, and report whether Baltimore County anticipates completing the required inspections by the applicable deadline.

ix. **Cleaning of Gravity Line Segments**. Summarize Baltimore County's progress in completing the requirement in Paragraph 15.B.ii. for cleaning of all Gravity Sewer Lines greater than 8 inches in diameter within 7 years of the Effective Date, including the total miles of gravity line to be cleaned pursuant to this requirement, the miles of gravity line cleaned during the reporting period, and miles of gravity line remaining to be cleaned to meet this requirement, and report whether Baltimore County anticipates completing the required cleaning by the applicable deadline.

x. **Collection System Inventory**. Summarize Baltimore County's progress in completing the implementation of the inventory database of Collection System components as required by Paragraph 16.D., and report whether Baltimore County anticipates completing implementation by the applicable deadline.

xi. **Emergency Response**. Report and briefly explain any deviations during the reporting period from Baltimore County's approved Emergency Response Plan submitted pursuant to Paragraph 17.

xii. **Reporting of Building Backups Consistent with Paragraph 18.C.**. Baltimore County shall report any known Building Backups, including for each such Building Backup:

(a) the location of the Building Backup;

(b) the cause of the Building Backup, if known;

(c) an estimate of the amount of sewage released into the building; and

(d) the location of sewage disposal, if known.

21. General Provisions.

A. All Quarterly and Annual Reports shall be submitted to the persons designated in Section XIX (Form of Notice) of this Consent Decree. Baltimore County shall provide at least one original executed copy of each Report to EPA (Sharon Fang, Water Protection Division, USEPA Region III) and to MDE (Chief, Enforcement Division, Compliance Program, Water Management Administration, MDE). All other copies may be provided electronically.

B. The Quarterly and Annual Reports shall be certified, consistent with the requirements of 40 C.F.R. § 122.22(a)(3), by the person responsible for compliance or by a person responsible for overseeing implementation of this Consent Decree, as follows:

> I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

C. Baltimore County shall not object to the authenticity of any certified Quarterly or Annual Report in any proceeding to enforce this Consent Decree.

VII. RIGHT OF ENTRY

22. A. EPA and MDE, together with their authorized representatives and contractors, shall each have authority at all reasonable times, upon the presentation of credentials, to enter the premises of Baltimore County to:

i. Monitor the progress of activities required by this Consent Decree;

ii. Verify any data or information submitted to the United States and Maryland;

iii. Obtain samples;

iv. Observe performance tests;

v. Inspect and evaluate any portion of the Collection System; and

vi. Review and copy any record required to be kept under the terms and conditions of this Consent Decree.

B. Upon request, Baltimore County shall provide EPA or MDE or their authorized representatives splits of any samples collected by Baltimore County or its consultants and contractors. Upon request, EPA or MDE shall provide Baltimore County splits of any samples collected by EPA or MDE.

C. These inspection rights are in addition to, and in no way limit or otherwise affect, EPA's and MDE's statutory authorities to conduct inspections, to require monitoring and to obtain information from Baltimore County as authorized by law.

VIII. REVIEW AND APPROVAL PROCEDURES

23. A. After receipt and review of any plan, program or other document which is required to be submitted for approval pursuant to this Consent Decree, EPA and MDE may (1) approve the submission; (2) approve the submission or portions of the submission upon specified conditions; (3) approve part of the submission and disapprove the remainder; or (4) disapprove the submission and direct Baltimore County to modify the submission.

B. In the event of approval of the complete submission, Baltimore County shall proceed to take any actions required by the plan, program or other approved document, as approved in writing by EPA and MDE.

C. In the event of written approval of portions of the submission or approval upon specified conditions, Baltimore County shall proceed to take the actions identified in the non-deficient portion of the plan, program, other document, or portion thereof, in accordance with any applicable

conditions specified by EPA and MDE, subject only to Baltimore County's right to invoke the Dispute Resolution procedures set forth in Section XIII of this Consent Decree with respect to the conditions imposed or the disapproved portions. Implementation of any non-deficient portion of the submission shall not eliminate the potential of Baltimore County to incur stipulated penalties pursuant to Section XI.

24. Upon receipt of a notice of disapproval of all or part of a submission from EPA and MDE, Baltimore County shall, within 30 days, correct the deficiencies as directed by EPA's and MDE's written comments and resubmit the plan, program or other document for approval. Any stipulated penalties applicable to the original submission, as provided in Section XI of this Consent Decree, shall accrue during the 30-day period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part.

25. In the event that a resubmitted plan, program or other document, or portion thereof, is disapproved by EPA and MDE, EPA and MDE may again require Baltimore County to correct the deficiencies in accord with Paragraph 24, subject to Baltimore County's right to invoke the Dispute Resolution Procedures set forth in Section XIII of this Consent Decree and the right of EPA and MDE to seek stipulated penalties as provided in this Section VIII.

IX. CIVIL PENALTY

26. Baltimore County shall pay a total civil penalty in the amount of $750,000.00 to the United States and the State of Maryland for violations as alleged by the United States and the State of Maryland in the Complaint. Baltimore County shall pay fifty percent (50%) of the civil penalty to the United States within thirty (30) days of the Effective Date of this Consent Decree in accordance with the procedures described in Paragraph 28, below. Baltimore County shall pay fifty percent (50%) of the civil penalty to the State of Maryland within thirty (30) days of the Effective Date in accordance with the procedures described in Paragraph 29, below.

27. The United States and the State of Maryland shall be deemed judgment creditors for purposes of collection of this penalty.

28. Payment of the civil penalty to the United States shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice ("DOJ") lockbox bank, referencing DOJ No. 90-5-1-1-4402/2 and USAO File Number 2002V00703. Payment shall be made in accordance with instructions provided by the United States to Baltimore County following execution of this Consent Decree. Any EFT received at the DOJ lockbox bank after 11:00 A.M. Eastern Time will be credited on the next business day. Notice of the EFT shall simultaneously be mailed to the following:

Docket Clerk (3RC00)
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029;

Deane Bartlett (3RC20)
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029; and

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-4402/2.

The transmittal letter forwarding such notice shall include the caption, civil action number and judicial district of this action.

29. Payment to the State of Maryland shall be made by tendering to the Maryland Department of the Environment, P.O. Box 2057, Baltimore County, MD 21203-2057, check made payable to: "Maryland Clean Water Fund."

30. If Baltimore County fails to tender all or any portion of the civil penalty payment owed to the United States within thirty (30) days of the Effective Date, interest on the unpaid amount shall accrue in accordance with the provisions of 28 U.S.C. § 1961 and be paid from the date said payment is

due until all amounts owed are paid.

X. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

31. Baltimore County shall perform the following supplemental environmental projects ("SEPs"), which the Parties agree are intended to secure significant environmental protection and improvements that are not otherwise required by law. As described below, Baltimore County shall expend at least $4,500,000 to complete the SEPs in accordance with the provisions of this Section X of the Consent Decree and Appendices I, J, and K, which are attached hereto and incorporated by reference into and enforceable under this Consent Decree.

A. **Patapsco BNR/ENR Design Project.** Baltimore County shall participate as appropriate in, and contribute funding in an amount up to $3,000,000, for the design of the Biological Nutrient Removal/Enhanced Nutrient Removal project at the Patapsco Wastewater Treatment Plant in Baltimore City ("Patapsco BNR/ENR Design Project"), as described more fully in Appendix I. Baltimore County shall complete the SEP in accordance with the procedures and schedule identified in Appendix I.

B. **Back River Debris Removal Project.**

i. Baltimore County shall design, install, and operate a trash collection system in Moore's Run (a tributary to Back River) near the Red House Run Pump Station to remove floating debris for landfill disposal, as described more fully in Appendix J. This SEP shall be completed within five (5) years of the Effective Date. Baltimore County's expenditures for design and implementation of this SEP shall not be less than, but may exceed, $200,000 in Eligible SEP Costs.

ii. Within 180 days after the Effective Date, Baltimore County shall submit a Statement of Work ("SOW") for this SEP to EPA and MDE, for review and approval pursuant to Section VIII (Review and Approval Procedures) of the Consent Decree, that includes a plan for implementation of the SEP, a schedule for implementation of the SEP including interim milestones, cost

estimates for the various phases of the project, and a certification of the truth and accuracy of the statements in Paragraph 33 below. Upon approval by EPA and MDE of the SOW, the SOW shall be incorporated by reference into and enforceable under this Consent Decree.

C. **Stream Restoration Projects.**

i. Baltimore County shall design and implement the following stream restoration SEPs, as described more fully in Appendix K.

Gwynns Falls at Gwynnbrook Avenue

Paradise Avenue (tributary to West Branch of Herbert's Run)

Minebank Run Tributary at Waller Court

Herring Run at Collinsdale.

Construction of these SEPs shall be completed within five (5) years of the Effective Date.

ii. Baltimore County's expenditures for the SEPs identified in Paragraph 31.C.i. shall not be less than, but may exceed, $1,300,000 in Eligible SEP Costs. For purposes of the SEPs identified in Paragraph 31.C.i. and Appendix K, Eligible SEP Costs shall also include costs expended by Baltimore County for inspection, right-of-way acquisition, and monitoring. At the time that Baltimore County submits its SEP Completion Report(s) for the SEPs identified in Paragraph 31.C.i. and Appendix K, Baltimore County shall certify, consistent with the language set forth in Paragraph 21.B., that the Eligible SEP Costs identified by Baltimore County do not include costs that Baltimore County would have otherwise expended to preserve any aspect of its Collection System or other infrastructure from stream impacts in the affected areas.

iii. Within 180 days after the Effective Date, Baltimore County shall submit a Statement of Work ("SOW") for each of the SEPs identified in Paragraph 31.C.i. to EPA and MDE, for review and approval pursuant to Section VIII (Review and Approval Procedures) of the Consent Decree, that includes a plan for implementation of the SEP, a schedule for implementation of the SEP including

interim milestones, cost estimates for the various phases of the project, and a certification of the truth and accuracy of the statements in Paragraph 33 below. Upon approval by EPA and MDE of the SOWs, each SOW shall be incorporated by reference into and enforceable under this Consent Decree.

D. In the event that Baltimore County has not expended $4,500,000 in Eligible SEP Costs, as required by Paragraph 31, within five years plus 180 days of the Effective Date, Baltimore County shall propose a substitute project or projects requiring expenditures of Eligible SEP Costs in an amount equal to or greater than the difference between $4,500,000 and the amount of Eligible SEP Costs actually paid by Baltimore County pursuant to this Paragraph 31. All proposed substitute projects are subject to the approval of EPA and MDE and must be consistent with EPA guidance regarding SEPs. In the event that EPA and MDE approve a substitute project or projects, Baltimore County shall, within 90 days of such approval, submit a Statement of Work ("SOW") for the SEP(s) to EPA and MDE, for review and approval pursuant to Section VIII (Review and Approval Procedures) of the Consent Decree, that includes a plan for implementation of the SEP(s), a schedule for implementation of the SEP(s) including interim milestones, cost estimates for the various phases of the project(s), and a certification of the truth and accuracy of the statements in Paragraph 33 below. Upon approval by EPA and MDE of the SOW(s), the SOW(s) shall be incorporated by reference into and enforceable under this Consent Decree. Disputes regarding EPA's and MDE's determination to approve or disapprove a substitute project or projects shall not be subject to Section XIII (Dispute Resolution) of this Consent Decree.

32. Baltimore County is responsible for the satisfactory completion of each SEP in accordance with the requirements of the Consent Decree. "Satisfactory completion" means that Baltimore County shall complete the project requirements in accord with all specifications in the relevant Appendices and in the approved SOWs. Baltimore County shall also ensure that it spends not less than the total SEP amount set forth in Paragraph 31, and the specific SEP amounts set forth in

Paragraph 31.B.i. (for the Back River Debris Removal Project), and in Paragraph 31.C.ii. (for the Stream Restoration Projects). Baltimore County recognizes and agrees that no part of Baltimore County's expenditures for these SEPs shall include or be reimbursed by federal or state funds, including federal or state low interest loans, contracts, or grants, or be specifically reimbursed by Howard County or Anne Arundel County. Baltimore County may use contractors and/or consultants in planning and implementing the SEPs.

33. With regard to the SEP, Baltimore County certifies the truth and accuracy of each of the following:

A. That all cost information provided to EPA and MDE in connection with EPA's and MDE's approval of the SEPs is complete and accurate and represents a fair estimate of the costs necessary to implement the SEPs;

B. That, as of the Date of Lodging of this Decree, Baltimore County is not required to perform or develop the SEPs by any federal, state, or local law or regulation, or as injunctive relief awarded in any other action in any forum, except that the Parties recognize that Baltimore County's payment of funds for the Patapsco BNR/ENR Design Project identified in Paragraph 31.A. will be undertaken consistent with the current Sewerage Agreement between Baltimore County and Baltimore City providing for the contribution by Baltimore County of a percentage of certain expenses relating to operation of Baltimore City's sewer system;

C. That Baltimore County has not received, and is not negotiating to receive, credit for the SEPs in any other enforcement action; and

D. That Baltimore County will not receive any reimbursement for any portion of the SEPs from any other person.

34. **SEP Completion Report.**

A. Within 30 days after the date set for completion of each SEP, Baltimore County

shall submit a SEP Completion Report to EPA and MDE. The SEP Completion Report shall contain the following information regarding the relevant SEP:

i. A detailed description of the SEP as implemented;

ii. A description of any problems encountered in completing the SEP and the solutions thereto;

iii. An itemized list of all Eligible SEP Costs;

iv. Certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and

v. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

B. EPA and MDE may, in their sole discretion, require information in addition to that described in Paragraph 34.A., in order to determine the adequacy of SEP completion or eligibility of SEP costs.

C. After receiving the SEP Completion Report, EPA and MDE shall notify Baltimore County whether or not Baltimore County has satisfactorily completed the SEP. If the SEP has not been satisfactorily completed in accordance with all schedules, or if the total amount expended on performance of all SEPs is less than the amount set forth in Paragraph 31, or if the amount expended on the Back River Debris Removal Project is less than amount set forth in Paragraph 31.B.i., or if the amount expended on the Stream Restoration Projects is less than the amount set forth in Paragraph 31.C.ii., stipulated penalties may be assessed under Section XI (Stipulated Penalties) of this Consent Decree.

D. Disputes concerning the satisfactory completion of the SEPs and the amount of Eligible SEP Costs shall be resolved under Section XIII (Dispute Resolution) of this Decree.

35. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 21.B., above.

36. Any public statement, oral or written, in print, film, or other media, made by Baltimore County making reference to any SEP under this Decree shall include the following language:

> This project was undertaken in connection with the settlement of an enforcement action, United States and the State of Maryland v. Baltimore County, Maryland (D. Md.), taken on behalf of the U.S. Environmental Protection Agency under the Clean Water Act and by the State of Maryland under the Maryland Environment Article.

37. **Reporting Requirements**. Baltimore County shall report to EPA and MDE on its performance of the SEPs as specifically set forth in Section VI (Reporting Requirements) of this Consent Decree.

XI. STIPULATED PENALTIES

38. Baltimore County shall be liable to the United States and the State of Maryland for stipulated penalties for the following violations of this Consent Decree as specified below. Baltimore County shall not be liable for any stipulated penalties under this Consent Decree except as set forth in this Section XI.

A. **Designated Rehabilitation and Replacement Projects**. For each day that Baltimore County fails to achieve Substantial Completion of any project identified in Paragraph 7.D. and Appendix B, or in Paragraph 13.B. and Appendix C, in accordance with the applicable schedules set forth in those Paragraphs and Appendices, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$2,500
After 60 Days	$6,000

B. **Delays in Submission of Deliverables**. Baltimore County shall be liable for stipulated penalties for each failure to timely submit to the United States and the State of Maryland a Deliverable, including any required revision, update, or supplement to a Deliverable, subject to a deadline under Section V (Remedial Measures) or Section VI (Review and Approval Procedures) of this Consent Decree as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Submit
1st to 30th Day	$1,000
31st to 60th Day	$1,500
After 60 Days	$2,250

In the event that Baltimore County is potentially liable for stipulated penalties under this Paragraph 38.B. and under another provision of this Paragraph 38 for failure to timely submit the same Deliverable, EPA and/or MDE, in their sole discretion, may demand payment of stipulated penalties from Baltimore County pursuant to either, but not both, of the applicable provisions.

C. **SSO Structures**.

i. For each day that Baltimore County fails to timely submit the Non-Pump Station SSO Structures Elimination Plan as required by Paragraph 7.C.iii., a supplemental Elimination Plan as required by Paragraph 7.C.vii., or a proposed plan and schedule regarding Pump Station SSO Structures as required by Paragraph 7.C.vi., Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Submit
1st to 30th Day	$1,000
31st to 60th Day	$2,500
After 60 Days	$6,000

ii. For each day that Baltimore County fails to timely complete elimination of a Non-Pump Station SSO Structure pursuant to the schedule set forth in the Non-Pump Station SSO Structures Elimination Plan required by Paragraph 7.C.iii., or a supplemental Elimination Plan as required by Paragraph 7.C.vii., Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day per SSO Structure for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$2,500
After 60 Days	$6,000

iii. For each failure to monitor an SSO Structure as required by Paragraph 7.C.i., including each failure to install and operate a continuous flow monitor as required, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Monitor
1st to 30th Day	$1,000
31st to 60th Day	$2,000
After 60 Days	$3,000

D. **Collection System Inspection**.

i. If Baltimore County fails to complete CCTV inspection of all required Gravity Line Segments or inspection of other components in a sewer sub-basin as required by Baltimore County's approved Collection System Inspection Plan and schedule, Baltimore County shall be liable for stipulated penalties of $250 per day for each mile of pipe not inspected and $50 per day for each manhole or other appurtenance or Force Main not inspected.

ii. For each failure to timely inspect with CCTV a Gravity Line Segment following an SSO as required by Paragraph 8.C.v., Baltimore County shall be liable for stipulated

penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$200
31st to 60th Day	$500
After 60 Days	$1,000

E. **Rainfall and Flow Monitoring**.

i. For each failure to comply with the requirements of its Rainfall and Flow Monitoring Plan, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Comply
1st to 30th Day	$250
31st to 60th Day	$500
After 60 Days	$1,000

ii. For each failure to comply with any requirements set forth in Paragraph 9.B.i. & ii., or the post-construction monitoring requirements set forth in Paragraphs 7.C.v. and 7.D.iii., Baltimore County shall be liable for stipulated penalties in the amount of $250.

iii. For each day that Baltimore County fails to timely complete and certify completion of an Inflow/Infiltration Evaluation or a Long-Term Capacity/Peak Flow Management Evaluation for a Sewershed as required by Paragraph 9.C., Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$1,500
After 60 Days	$2,250

F. **SRRR Plans**. For each day that Baltimore County fails to timely complete construction and implementation of a project to be performed pursuant to an approved SRRR Plan and schedule, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,500
31st to 60th Day	$3,000
After 60 Days	$6,000

G. **FOG Program**.

i. For each failure to timely inspect a Grease Generating Facility as required by Paragraph 11.E.ii. or to timely provide written notice to a Grease Generating Establishment as required by Paragraph 11.F., Baltimore County shall be liable for stipulated penalties of $250 per Grease Generating Facility not timely inspected or notified. Baltimore County shall not be liable for stipulated penalties under this Paragraph in the event that it demonstrates that it sought to timely inspect, but was denied access to, a Grease Generating Facility owned or operated by the United States or the State of Maryland.

ii. For each day that Baltimore County fails to timely complete implementation of its approved FOG Program Modification Plan consistent with Paragraph 11.H., Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$2,500
After 60 Days	$5,000

H. **Illegal Storm Water Discharges**. For each failure to comply with the requirements of Paragraph 12.B.i. regarding the elimination of Illegal Storm Water Discharges that are

likely to cause or contribute to an SSO, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Comply
1st to 30th Day	$250
31st to 60th Day	$500
After 60 Days	$1,000

I. **Pump Stations**.

i. For each day that Baltimore County fails to timely complete implementation of an approved plan submitted pursuant to Paragraph 13.C.iii. regarding an SSO due to loss of power, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$1,500
After 60 Days	$2,250

ii. For each failure to timely correct a Pump Station deficiency as required by Paragraph 13.E.iii. or Paragraph 13.F.iv(a), Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Complete
1st to 30th Day	$1,000
31st to 60th Day	$1,500
After 60 Days	$2,250

J. **Operation and Maintenance Inspection and Cleaning Requirements**.

i. If Baltimore County fails to timely complete CCTV inspection of all Gravity Sewer Lines as required by Paragraph 15.B.i(b) or inspection of all manholes as required by

Paragraph 15.B.v(b), Baltimore County shall be liable for stipulated penalties of $250 per day for each mile of pipe not inspected and $50 per day for each manhole or other appurtenance not inspected.

ii. If Baltimore County fails to timely complete cleaning of all Gravity Sewer Lines greater than 8 inches in diameter within 7 years of the Effective Date as required by Paragraph 15.B.ii., Baltimore County shall be liable for stipulated penalties of $250 per day for each mile of pipe not cleaned.

K. **Emergency Response Plan**. For each failure to comply with the requirements of its approved Emergency Response Plan submitted pursuant to Paragraph 17, Baltimore County shall be liable for stipulated penalties in the amount of $1,000.

L. **Reporting of Discharges**. For each failure to provide oral or written notification of a Discharge as required by Paragraph 18.B., Baltimore County shall be liable for stipulated penalties of $2000.

M. **Quarterly and Annual Reporting**. *For each failure to timely submit a complete* Quarterly Report or Annual Report as required by Paragraphs 19 or 20, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Submit
1st to 60th Day	$750
After 60 Days	$2,000

N. **Certifications**. For each failure to timely submit a certification required under Paragraphs 7.C.iv., 7.D., 8.C.i(c), 8.C.ii, 8.C.iii., 8.D.ii(b)(2), 9.C.i., 9.C.ii(f), 10.D, 11.E.iv., 11.F.iii., 11.H., 13.B., 13.C.iii., 13.D., 13.F.iv(a), 13.G.i., 13.G.ii, 13.H., 14.E., 15.B.i(b), 15.B.ii, 16.A., 16.B.ii., 16.C.i., or 16.Di.. of this Consent Decree, Baltimore County shall be liable for stipulated penalties as set forth below:

Period of Non-Compliance	Penalty per Day for Failure to Timely Submit
1st to 60th Day	$750
After 60 Days	$2,000

In the event that Baltimore County is potentially liable for penalties under any provision of Paragraph 38 for failure to timely perform a requirement of the Consent Decree and is also potentially liable for penalties under this Paragraph 38.N. for failure to timely certify performance of that same requirement, EPA and/or MDE, in their sole discretion, may demand payment of stipulated penalties from Baltimore County pursuant to either, but not both, of the applicable provisions.

O. **Civil Penalty**. For each day that Baltimore County fails to timely pay the civil penalty required under Section IX in accord with the schedule therein, Baltimore County shall be liable for stipulated penalties in the amount of $1000.

P. **Supplemental Environmental Projects**. In the event that Baltimore County fails to perform or complete a SEP in accordance with the terms of Section X (Supplemental Environmental Projects) of this Consent Decree, Appendices I, J, and K, as applicable, and any approved SOW, and/or to the extent that Baltimore County's expenditures of Eligible SEP Costs for the SEP do not equal or exceed the required cost for the relevant SEP(s) as set forth in Paragraph 31, Baltimore County shall be liable for stipulated penalties according to the provisions set forth below:

i. Except as set forth in Paragraph 38.P.ii. below, if Baltimore County fails to satisfactorily complete a SEP identified in Paragraph 31.B. or 31.C. above, Baltimore County shall be liable for a stipulated penalty in the amount of the difference between the amount required to be spent for the SEP pursuant to Paragraph 31 and the Eligible SEP Costs actually expended by the County on the SEP, plus an additional stipulated penalty in the amount of 15% of the estimated cost of the SEP as set forth in Paragraph 31 and/or the applicable SOW.

ii. If Baltimore County fails to satisfactorily complete a SEP, but EPA and

MDE determine that Baltimore County has made good faith efforts to complete the SEP, Baltimore County shall be liable for a stipulated penalty in the amount of the difference between the amount required to be spent for the SEP pursuant to Paragraph 31 and the Eligible SEP Costs actually expended by the County on the SEP.

iii. If Baltimore County satisfactorily completes all SEPs, but fails to expend the total amount required under Paragraph 31, or the specific amounts required under Paragraphs 31.B.i. or 31.C.ii., Baltimore County shall be liable for a stipulated penalty in the amount of the difference between the amount required to be spent for the SEPs pursuant to Paragraph 31 and the Eligible SEP Costs actually expended by the County on the SEPs.

iv. For each day Baltimore County fails to timely complete a SEP, Baltimore County shall be liable for stipulated penalties as follows:

Period of Non-Compliance	Penalty per Day for Failure to Comply
1st to 30th Day	$150
31st to 60th Day	$300
After 60 Days	$600

The penalties under this subparagraph shall accrue until such time as Baltimore County notifies EPA and MDE that it no longer intends to complete the relevant SEP, at which time the stipulated penalties set forth in Paragraphs 38.P.i. or ii. immediately above shall apply.

v. **SEP Deliverables.** For failure to submit a SEP Completion Report as required by Paragraph 34, or to submit a SEP SOW as required by Paragraph 31, Baltimore County shall be liable for stipulated penalties in the amount of $500 for each day after the submission was originally due until the document is submitted.

39. **Discharges**.

A. For the first three years following the Effective Date of this Consent Decree, and

as a result of the need to make numerous system, operational and procedural changes to implement the remedial measures required by this Consent Decree and to develop the logistical infrastructure necessary to implement these measures, Baltimore County shall be liable for stipulated penalties to the United States and the State of Maryland for each Discharge in the amounts set forth below:

Less than 100 gallons	$50
100 to 2,499 gallons	$250
2,500 to 9,999 gallons	$500
10,000 to 99,999 gallons	$1,875
100,000 to 999,999 gallons	$5,000
1 million or more gallons	$7,500

B. Commencing three years after the Effective Date of this Consent Decree, Baltimore County shall be liable for stipulated penalties to the United States and the State of Maryland for each Discharge in the amounts set forth below:

Less than 100 gallons	$125
100 to 2,499 gallons	$750
2,500 to 9,999 gallons	$1,250
10,000 to 99,999 gallons	$4,500
100,000 to 999,999 gallons	$10,000
1 million or more gallons	$15,000

C. For purposes of this Paragraph 39, when a Discharge subject to a stipulated penalty as set forth above is reported by someone other than a member of Baltimore County's inspection crews, and Baltimore County, upon inspection, determines that a Discharge is occurring, the Discharge shall be considered to have commenced at the date and time that Baltimore County first received the report of the Discharge for purposes of calculating the volume of the Discharge.

D. Notwithstanding Paragraphs 39.A. & B. above, Baltimore County shall not be liable for stipulated penalties for Discharges where such Discharges are from Non-Pump Station SSO Structures identified in Appendix A2 that have not been certified as eliminated pursuant to Paragraph 7.C.iv., are caused by wet weather events, and occur within six (6) years of the Effective Date. Baltimore County shall demonstrate that a Discharge was caused by a wet weather event using flow

monitoring records or other engineering data.

40. Stipulated civil penalties shall automatically begin to accrue on the first day after performance is due, or on the day a violation occurs, whichever is applicable, and shall continue to accrue until the violation or deficiency is corrected. Stipulated penalties shall accrue simultaneously for separate violations of the Consent Decree.

41. Following written demand by EPA or MDE, stipulated penalties incurred by Baltimore County under this Consent Decree shall be paid fifty percent (50%) to the United States and fifty percent (50%) to the State of Maryland. All stipulated penalties payable to the United States shall be paid in accordance with the procedures set forth in Paragraph 28, and all stipulated penalties payable to the State of Maryland shall be paid in accordance with the procedures set forth in Paragraph 29.

42. Stipulated penalties incurred under this Consent Decree shall be tendered within thirty (30) days of Baltimore County's receipt of a demand for payment of such penalties by EPA and/or MDE, unless Baltimore County contests the demand in accordance with the dispute resolution provisions of this Consent Decree. If Baltimore County invokes the dispute resolution provisions in Section XIII of this Consent Decree, it shall deposit any disputed penalty in an interest-bearing escrow account within ten (10) days of invoking dispute resolution. The stipulated penalties that are the subject of the dispute, as well as interest earned thereon, shall be released in a manner consistent with the terms of the resolution of the dispute within sixty (60) days after the dispute is resolved. Stipulated penalties for any continuing violation shall accrue during the resolution of any dispute.

43. The stipulated civil penalties set forth above shall be in addition to any other rights or remedies which may be available to the United States and the State of Maryland or their agencies by reason of Baltimore County's failure to comply with the requirements of this Consent Decree, and all applicable federal, state or local laws, regulations, or permits.

44. In the event that a stipulated civil penalty is not paid when due, the stipulated civil penalty owed to the United States shall be payable with interest from the original due date to the date of payment at the statutory judgment rate set forth at 28 U.S.C. § 1961(a).

45. The United States or Maryland may, in their own behalf and in their unreviewable exercise of discretion, reduce or waive stipulated penalties otherwise due that sovereign under this Consent Decree.

XII. FORCE MAJEURE

46. "Force Majeure" for the purposes of this Consent Decree is defined as an event arising from causes beyond the control of Baltimore County or the control of any entity controlled by Baltimore County, including its agents, consultants and contractors, which delays or prevents the performance of any obligation under this Consent Decree. Unanticipated or increased costs or expenses associated with implementation of this Consent Decree and changed financial circumstances shall not, in any event, be considered "force majeure" events. Baltimore County shall adopt all reasonable measures to avoid or minimize such delay.

47. When Baltimore County knows or if Baltimore County should have known, by the exercise of reasonable diligence, of an event that might delay completion of any requirement of this Consent Decree, whether or not the event is a "force majeure" event, Baltimore County shall notify EPA and MDE, in writing, within thirty (30) days after Baltimore County first knew, or in the exercise of reasonable diligence under the circumstances, should have known of such event. The notice shall provide a description of the event and an explanation of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or mitigate the delay or the effect of the delay, the timetable by which those measures will be implemented, whether Baltimore County claims that the delay should be excused as a "force majeure" event, and its rationale for attributing such delay to a "force majeure" event if it intends to assert such a claim. Baltimore County shall include all

available documentation supporting its claim that the delay was attributable to a "force majeure" event. Further, where a contractor or subcontractor has not completed a construction project on time, Baltimore County shall state what steps it is taking to ensure performance by the contractor or subcontractor in question, and shall supply any documentation available to show the steps it has taken.

48. **Permits**. Where any compliance obligation under this Section requires Baltimore County to obtain a federal, state, or local permit or approval, Baltimore County shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Baltimore County may seek relief under the provisions of this Section XII (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 Baltimore County has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

49. Failure to provide the required written notice to EPA and MDE shall render this Section void and of no effect as to the event in question, and shall be a waiver of Baltimore County's right to obtain an extension of time for its obligations based on such event.

50. If EPA and MDE find that a delay in performance is, or was, caused by a "force majeure" event, the time for performance of the specific obligation(s) under this Consent Decree that are caused by the "force majeure" event shall be extended for a period to compensate for the delay resulting from such event, and stipulated penalties shall not be due for such period. EPA and MDE will notify Baltimore County in writing of the length of the extension for performance of the obligation(s) caused by the "force majeure" event. An extension of one compliance date based on a particular event shall not automatically extend any other compliance date. Baltimore County shall make an individual showing of proof by a preponderance of the evidence that the "force majeure" event was the cause of the delay in performance for each requirement or compliance date for which an extension is sought.

51. In the event of a dispute regarding application of these provisions to a delay in performance, the dispute resolution provisions of Section XIII (Dispute Resolution) shall apply, and Baltimore County shall have the burden of proving by a preponderance of the evidence that the delay is, or was, caused by a "force majeure" event, and that the amount of additional time requested is necessary to compensate for that event. Baltimore County shall not be liable for stipulated penalties for any period of delay which was excused by the Court or EPA and MDE pursuant to this "Force Majeure" Section.

XIII. DISPUTE RESOLUTION

52. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between Baltimore County and EPA/MDE arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States and the State of Maryland to enforce obligations of Baltimore County that have not been disputed in accordance with this Section.

53. **Informal Dispute Resolution**. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between Baltimore County, EPA and MDE. The period for informal negotiations shall not exceed twenty (20) days from the time Baltimore County sends EPA and MDE a written Notice of Dispute, unless that period is modified by written agreement of Baltimore County, EPA and MDE. The Notice of Dispute shall state clearly the matter in dispute. If the parties cannot resolve their dispute within the informal negotiation period, then the position advanced by EPA and MDE shall be considered binding unless, within thirty (30) days of the conclusion of the informal negotiation period, Baltimore County invokes the formal dispute resolution procedures as set forth below.

54. **Formal Dispute Resolution**. Baltimore County shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and Maryland a written Statement of Position regarding the matter in dispute. The Statement of Position

shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting Baltimore County's position and any supporting documentation relied upon by Baltimore County.

55. The United States and Maryland shall serve a Statement of Position within forty-five (45) days of receipt of Baltimore County's Statement of Position. The United States' and Maryland's Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and all supporting documents relied upon by the United States and Maryland. The United States' and Maryland's Statement of Position will be binding on Baltimore County unless, within thirty (30) days of its receipt, Baltimore County serves on the United States and Maryland a motion for judicial review setting forth the matter in dispute, the efforts made to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree.

56. The United States and Maryland shall respond to Baltimore County's motion within the time period allowed by the Local Rules of this Court, unless the parties stipulate otherwise. Baltimore County may file a reply memorandum, to the extent permitted by the Local Rules or the parties' stipulation, as applicable.

57. In any dispute under this Paragraph, Baltimore County shall bear the burden of demonstrating that Baltimore County's position best complies with the terms and conditions of, and furthers the objectives of, this Consent Decree. The United States and Maryland may argue that their position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

58. Submission of any matter to the Court for resolution shall not extend any deadline set forth in this Consent Decree unless the Parties agree to such extension in writing or the Court grants an order extending such deadline. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Section XI

(Stipulated Penalties). Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Baltimore County does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XI (Stipulated Penalties) and consistent with the Court's ruling.

XIV. EFFECT OF SETTLEMENT

59. Upon the Effective Date, this Consent Decree shall resolve the United States' and the State of Maryland's civil claims for violations of Section 301 of the Clean Water Act, 33 U.S.C. § 1311, and Sections 9-322 and 9-323 of the Environment Article, Annotated Code of Maryland, as alleged in the Complaint filed in this matter, through the Date of Lodging of this Consent Decree.

XV. NON-WAIVER PROVISIONS

60. The Parties agree that Baltimore County is responsible for achieving and maintaining complete compliance with all applicable federal and state laws, regulations, and permits, and that compliance with this Consent Decree shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as otherwise expressly specified in the Consent Decree.

61. The United States and the State of Maryland, do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Baltimore County's complete compliance with this Consent Decree will result in compliance with the provisions of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. or with Maryland's water pollution control laws. Notwithstanding EPA's and MDE's review or approval of any plans, reports, policies, or procedures formulated pursuant to this Consent Decree, or any delay in such review or approval, Baltimore County shall remain solely responsible for any non-compliance with the terms of this Consent Decree, the Clean Water Act and regulations promulgated under that Act, and Maryland's Environment Article and implementing regulations.

62. The Parties reserve any and all legal and equitable remedies available to enforce the provisions of this Consent Decree.

63. This Consent Decree shall not limit any authority of EPA and MDE under the Clean Water Act or any applicable statute, including the authority to seek information from Baltimore County or to seek access to the property of Baltimore County.

64. Performance of the terms of this Consent Decree by Baltimore County is not conditioned on the receipt of any federal, state or local funds. Application for construction grants, state revolving loan funds, or any other grants or loans, or delays caused by inadequate facility planning or plans and specifications on the part of Baltimore County shall not be cause for extension of any required compliance date in this Consent Decree.

65. It is the intent of the Parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

66. The United States and the State of Maryland reserve all remedies available to them for violations of the Clean Water Act and the Maryland water pollution control laws by Baltimore County which are not alleged in the Complaint or which occur after the Date of Lodging of this Consent Decree.

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

68. Nothing in this Consent Decree shall be construed to limit the authority of the United States or the State of Maryland to undertake any action against any person, including Baltimore County, in response to conditions that may present an imminent and substantial endangerment to the health of persons or to the welfare of persons where such endangerment is to the livelihood of such persons. 33 U.S.C. § 1364.

69. Nothing in this Consent Decree shall limit Baltimore County's ability to modify its program for the design, planning, construction, operation and maintenance of its Collection System in any fashion not inconsistent with the Consent Decree.

XVI. NOT A PERMIT/ COMPLIANCE WITH OTHER STATUTES/REGULATIONS

70. This Consent Decree is not and shall not be construed as a permit issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, nor as a modification of any existing permit so issued, nor shall it in any way relieve Baltimore County of its obligations to comply with permits, if any, otherwise required for any portion of its Collection System or related sanitary sewage treatment facilities, and with any other applicable federal or state law or regulation. Baltimore County must comply with any new permit, or modification of existing permits, in accordance with applicable federal and state laws and regulations.

71. Nothing herein shall be construed as relieving Baltimore County of the duty to comply with the Clean Water Act and the Maryland water pollution control laws, the regulations promulgated under those acts, and all applicable permits issued under those acts and regulations.

XVII. COSTS OF SUIT

72. Each party shall bear its own costs and attorney's fees with respect to matters resolved by this Consent Decree. Should Baltimore County subsequently be determined by the Court to have violated the terms and conditions of this Consent Decree, Baltimore County may be liable to the United States and the State of Maryland for any costs and attorney's fees incurred by the United States and the State of Maryland in prosecuting actions against Baltimore County for non-compliance with this Consent Decree.

XVIII. RECORD KEEPING

73. A. Baltimore County shall maintain copies of any reports, plans, permits and documents, submitted to EPA and MDE pursuant to this Consent Decree, including any underlying research and data, for a period of five (5) years from date of submission, except that all underlying research and data relating to any SRRR Plan shall be maintained until termination of the Consent Decree. Baltimore County shall require any independent contractor operating any portion of the

Baltimore County Collection System or implementing any portion of this Consent Decree to also retain such materials as set forth in this Paragraph 73.A. Baltimore County shall submit such supporting documents to EPA and MDE upon request.

B. In addition to the reports and documentation required to be provided by Baltimore County under the terms of this Consent Decree, Baltimore County shall also provide, upon the reasonable demand of EPA or MDE, any analytical data or any other documents requested by EPA or MDE to review work done, or to be done, by Baltimore County or to determine Baltimore County's compliance with the terms of this Consent Decree.

74. Baltimore County shall notify EPA and MDE thirty (30) days prior to the disposal or destruction of such records at the end of this five year period and shall, upon EPA's and MDE's request, make such records available to EPA and MDE prior to such disposal or destruction.

XIX. FORM OF NOTICE

75. Unless otherwise specified, all reports, notices, or any other written communications required to be submitted under this Consent Decree shall be sent to the respective Parties at the following addresses:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005
(Reference DOJ Case No. 90-5-1-1-4402/2)

As to EPA:

Deane Bartlett (3RC20)
Senior Assistant Regional Counsel
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

Chief, NPDES Branch (3WP31)
Water Protection Division
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

As to State of Maryland:

Principal Counsel
Office of the Attorney General
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230

Chief,
Enforcement Division, Compliance Program
Water Management Administration
Maryland Department of Environment
1800 Washington Boulevard
Baltimore, MD 21230

As to Baltimore County:

Edward C. Adams, Jr. (or his successor), Director
Department of Public Works
111 W. Chesapeake
Towson, MD 21204

Jay L. Liner (or his successor), County Attorney
Office of Law
400 Washington Avenue
Towson, MD 21204

Notifications to or communications with any party shall be deemed submitted on the date they are received.

XX. MODIFICATION

76. This Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior written agreement, representation or understanding. The Consent Decree may be modified by written consent of all of the Parties or, if the Parties cannot agree, by written Order of this Court. All modifications, with the exception of modifications deemed non-material by mutual

agreement of EPA, MDE, and Baltimore County, shall be in writing and must be filed with the Court before such modification will be deemed effective.

XXI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

77. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment, pursuant to the requirements of 28 C.F.R. § 50.7. The United States and the State of Maryland reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Baltimore County consents to the entry of this Consent Decree without further notice.

78. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXII. EFFECTIVE DATE

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

XXIII. RETENTION OF JURISDICTION

80. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Consent Decree and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of this Consent Decree, to the extent that this Consent Decree provides for resolution of disputes by the Court. Such jurisdiction shall not terminate until all requirements of this Consent Decree have been fulfilled and all disputes arising under this Consent Decree have been resolved.

XXIV. TERMINATION

81. The Consent Decree shall terminate when all of the following events have occurred:

A. Baltimore County certifies that it has completed all obligations under Section V (Remedial Measures) and Section X (Supplemental Environmental Projects) of this Consent Decree, and that it has maintained compliance with all other requirements of the Consent Decree for a period of one year following completion of its obligations under Section V. For purposes of this Paragraph 81.A., the obligations under Paragraph 11 (Fat, Oil and Grease Program), Paragraph 12 (Illegal Storm Water Discharges), Paragraph 13.I. (Pump Station Preventive Maintenance), Paragraph 15 (Collection System Operation and Maintenance), and Paragraph 17 (Emergency Response Plan) shall be considered to be completed provided that Baltimore County has developed and fully implemented the plans or programs required by those Paragraphs in accordance with the schedules approved by EPA and MDE up to the date of the filing of the Joint Motion for Termination.

B. Baltimore County has paid all civil penalties, costs, damages, stipulated penalties, and other sums due under this Consent Decree; and

C. the Parties file a Joint Motion to Terminate the Consent Decree with the Court and the Court grants the Motion.

82. The Consent Decree shall not terminate if, following certification by Baltimore County of compliance pursuant to Paragraph 81.A. above, the United States or the State of Maryland assert in writing that full compliance has not been achieved. If the United States or the State of Maryland dispute Baltimore County's full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court in accordance with the Dispute Resolution provisions of this Consent Decree.

XXV. SIGNATORIES/SERVICE

83. The Acting Assistant Attorney General on behalf of the United States and the undersigned representatives of Baltimore County and the State of Maryland certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind

such party to this document.

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

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

XXVI. INTEGRATION/APPENDICES

86. 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 Decree and supercede all prior agreements and understandings, whether oral or written. Other than the Appendices, which are attached to and 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.

87. The following Appendices are attached to and incorporated into this Decree:

"Appendix A1" is the list of Pump Station SSO Structures

"Appendix A2" is the list of Non-Pump Station SSO Structures

"Appendix B" is the list of Collection System Construction Projects

"Appendix C" is the list of Pump Station Rehabilitation, Repair, and Replacement Projects

"Appendix D" is the list of Pump Stations by Tier

"Appendix E" is the Pump Station Inspection Checklist

"Appendix F" is the Pump Station Priority Ranking

"Appendix G" is the Utilities Management Application Contract

"Appendix H" is the list of Deliverables

"Appendix I" is the description of the Patapsco BNR/ENR Design SEP

"Appendix J" is the description of the Back River Debris Removal SEP

"Appendix K" is the description of the Stream Restoration SEPs

XXVII. FINAL JUDGMENT

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

SO ORDERED this _____ day of _____ 200__.

_____
UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of the Consent Decree in the matter of *United States and State of Maryland v. Baltimore County, Maryland*, Case No. _____ (D. Md.), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA

_____
Date

KELLY A. JOHNSON
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

_____
Date

JOHN C. CRUDEN
Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

_____
Date

A. KENT MAYO
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

ROD J. ROSENSTEIN
United States Attorney
District of Maryland

_____
Date

LARRY D. ADAMS (Bar No. 03118)
Assistant United States Attorney
Office of the United States Attorney
36 S. Charles Street, 4th Floor
Baltimore, MD 21201

WE HEREBY CONSENT to the entry of the Consent Decree in the matter of *United States and State of Maryland v. Baltimore County, Maryland*, Case No. _____ (D. Md.), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

_____
Date

_____
DONALD S. WELSH
Regional Administrator
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

_____
Date

_____
WILLIAM C. EARLY
Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

_____
Date

_____
DEANE BARTLETT
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

WE HEREBY CONSENT to the entry of the Consent Decree in the matter of *United States and State of Maryland v. Baltimore County, Maryland*, Case No. _____ (D. Md.), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

_____
Date

_____
THOMAS V. SKINNER
Acting Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Region III
Washington, DC 20460

WE HEREBY CONSENT to the entry of the Consent Decree in the matter of *United States and State of Maryland v. Baltimore County, Maryland*, Case No. _____ (D. Md.), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF MARYLAND

_____
Date

_____
KENDL P. PHILBRICK
Secretary
Maryland Department of the Environment

_____
Date

_____
M. ROSEWIN SWEENEY
Principal Counsel
Maryland Department of the Environment

_____
Date

_____
JENNIFER L. WAZENSKI (Bar No. 12564)
Assistant Attorney General
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230
Tel: 410-537-3058
Fax: 410-537-3943
E-mail: jwazenski@mde.state.md.us

WE HEREBY CONSENT to the entry of the Consent Decree in the matter of *United States and State of Maryland v. Baltimore County, Maryland*, Case No. _____ (D. Md.), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR BALTIMORE COUNTY

6/29/05
Date

Signature:
Name (print): James T. Smith, Jr.
Title: County Executive
Address: 400 Washington Avenue
Towson, MD 21204

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jay L. Liner
Title: County Attorney
Address: 400 Washington Avenue
Towson, Maryland 21204

Ph. Number:

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(SUBJECT TO EXECUTION BY THE DULY AUTHORIZED ADMINISTRATIVE OFFICIAL AND CHAIRMAN OF THE COUNTY COUNCIL, AS INDICATED)

Office of the County Attorney

*Approval of Legal Form and Sufficiency Does Not Convey Approval Or Disapproval of the Substantive Nature of This Transaction. Approval Is Based Upon Typeset Document-All Modifications Require Re-Approval