UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF INDIANA

HAMMOND DIVISION

UNITED STATES OF AMERICA and the STATE OF INDIANA, Plaintiffs, v. THE SANITARY DISTRICT OF HAMMOND, Defendant.	Judge Magistrate Civil Action No. 2:17-cv-00048

CONSENT DECREE

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WHEREAS, this Consent Decree ("Decree") is entered into by the United States of America (the "United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), the State of Indiana (the "State"), on behalf of the Commissioner of the Indiana Department of Environmental Management ("IDEM") (collectively the "Plaintiffs"), and the Sanitary District of Hammond, Indiana ("HSD") (collectively the "Parties");

WHEREAS, Plaintiffs, the United States, on behalf of EPA, and the State of Indiana, on behalf of IDEM, simultaneously with this Decree filed a Complaint alleging, among other things, that HSD had violated the Clean Water Act ("CWA") by: (i) failing to timely and fully comply with information requests issued by EPA on February 22, 2012 pursuant to CWA § 308, 33 U.S.C. § 1318, and (ii) exceeding numeric and narrative effluent limits set in its National Pollutant Discharge Elimination System ("NPDES") Permit, including the discharge of untreated storm water and sanitary wastewater during wet and dry weather periods through combined sewer overflow outfalls ("CSO Outfalls") into the Grand Calumet and Little Calumet Rivers;

WHEREAS, the Parties previously entered into a Consent Decree on June 17, 1999 ("1999 Decree"), which required, among other things, that HSD develop and construct facilities to eliminate the use of its three largest CSO Outfalls;

WHEREAS, pursuant to the 1999 Decree, HSD has: (i) submitted and fully implemented a program for removing inflow sources from the Sewer System, including completing a program for removal of public, non-residential private, and residential down spout inflow sources; (ii) submitted and fully implemented a program for improvements to the CSO Operational Plan for the Robertsdale pump station, including rebuilding or replacing sanitary pumps and storm pumps; (iii) installed a metering and telemetry system for all pump stations in the Sewer System; (iv) constructed sewer separations, and sewer interceptors and sewer-interceptor improvements needed

to eliminate discharges from the Columbia Avenue, Sohl Avenue, and Johnson Avenue CSO Outfalls; (v) with the concurrence of EPA and IDEM, eliminated through closure or other methods the threat that its five former sludge lagoons posed to surface waters; and (vi) submitted a report analyzing the estimate of industrial user capacity at the WWTP;

WHEREAS, pursuant to the 1999 Decree, EPA served upon HSD a demand for stipulated penalties for HSD's alleged violations of the 1999 Decree, including: (i) failing to timely submit designs and a construction schedule for the CSO storage basin; (ii) exceeding particular numeric effluent limitations in its 2006 NPDES Permit; and (iii) violating the prohibition against dry weather CSO discharges. HSD appealed the EPA Region 5 Water Division Director's decision to assess stipulated penalties to this Court, and the United States subsequently filed a Motion for Judicial Assessment of Stipulated Penalties. To date, the Court has stayed further briefing;

WHEREAS, pursuant to the 1999 Decree, HSD completed construction of the CSO storage basin located at Columbia Avenue, and the storage basin has been in use since October 2014. HSD has eliminated the Johnson Avenue and Sohl Avenue CSO Outfalls, and IDEM has approved their removal from HSD's NPDES Permit. IDEM has also modified HSD's NPDES Permit to remove the Columbia Avenue CSO Outfall, which has been closed with a valve. Use of the Columbia Avenue CSO Outfall is considered to be unauthorized and would need to be reported as an unauthorized overflow pursuant to NPDES Permit requirements;

WHEREAS, EPA issued administrative orders to two of HSD's customer communities, the Town of Highland and the Town of Griffith, in 2011 and 2012 under docket numbers V-W-11-AO-07 and V-W-12-AO-08, respectively, for SSOs in violation of CWA § 301(a), 33 U.S.C. 1311(a) (collectively, the "Administrative Orders"). HSD accepts and treats wastewater from the Towns of Highland and Griffith pursuant to wholesale wastewater treatment contracts. These two

communities send wastewater flows to HSD that may contribute to CSOs in HSD's Sewer System during wet weather periods. Cooperation and coordination between HSD and these two customer communities is important to HSD's compliance with this Decree and the customer communities' compliance with their respective Administrative Orders. As of the Date of Lodging of this Decree, the Parties to this Decree are in discussions with the Towns of Highland and Griffith regarding their respective and related compliance obligations and anticipate that this Decree may include these two Towns at a future date;

WHEREAS, the Parties agree that the United States and State of Indiana's joint filing of the Complaint and entry into this Consent Decree constitute diligent prosecution by the United States and the State of Indiana under CWA § 505(b)(1)(B), 33 U.S.C. § 1365(b)(1)(B), of all matters alleged in the Complaint and addressed by this Consent Decree through the Date of Lodging of this Decree;

WHEREAS, HSD denies any liability to the United States or the State arising out of the transactions or occurrences asserted by the Plaintiffs to be violations of the CWA, including CWA § 308, 33 U.S.C. § 1318, HSD's NPDES Permits, or the 1999 Decree; and

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

NOW THEREFORE, before the taking of any testimony, without the adjudication or admission of liability, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, and DECREED as follows:

I. JURISDICTION AND VENUE

1. For purposes of this Consent Decree, the Parties agree that this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and CWA § 309(b), 33 U.S.C. § 1319(b), and over the Parties. The Parties also agree that venue is proper in this District pursuant to CWA § 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because HSD conducts business in this judicial district.

2. For the purposes of this Decree, HSD waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. HSD shall not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

II. PARTIES

3. "HSD" is the Sanitary District of Hammond, Indiana, and is the political subdivision that owns and operates a wastewater collection system and a wastewater treatment plant ("WWTP") in the City of Hammond, Indiana, and operates certain wastewater collection facilities in the Town of Munster, Indiana.

4. The "United States" is Plaintiff, the United States of America, acting on behalf of EPA.

5. The "State" is Plaintiff, State of Indiana, acting on behalf of IDEM.

III. BINDING EFFECT

6. Upon the Effective Date, this Decree supplants the 1999 Decree in its entirety.

7. This Decree applies to and is binding upon the United States and the State, and upon HSD and any successors and assigns or other entities or persons otherwise bound by law, including, but not limited to, Fed. R. Civ. P. 65(d). No transfer of ownership or operation of the POTW, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve

HSD of its obligation to ensure that the terms of this Decree are implemented. At least thirty (30) Days prior to such transfer, HSD shall provide a copy of this Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 5 and the United States Department of Justice, in accordance with Section XII (Notices) of this Decree. Any attempt to transfer ownership or operation of the POTW without complying with this Paragraph constitutes a violation of this Decree.

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

9. In any action to enforce the terms of this Decree, HSD shall not raise as a defense the failure of its officers, directors, agents, servants, contractors, or employees or any other persons or entities provided for by Fed. R. Civ. P. 65(d) to take any actions necessary to comply with the provisions of this Decree, except to the extent provided in Section XVI (Force Majeure) of this Decree.

IV. OBJECTIVES

10. All plans, measures, reports, construction, maintenance, operational requirements, and other obligations in this Decree, or resulting from the activities required by this Decree shall have the objective of causing HSD to achieve and maintain full compliance with the CWA.

V. DEFINITIONS

11. Unless otherwise defined herein, terms used in this Decree shall have the meaning given to those terms in the CWA, 33 U.S.C. § 1251 et seq., the regulations promulgated thereunder, and HSD's NPDES Permit.

a. "1997 Long Term Control Plan" or "1997 LTCP" means the Long Term Control Plan developed by HSD in 1997.

b. "1999 Decree" means the consent decree, including its appendices, entered by the United States District Court for the Northern District of Indiana on June 17, 1999 that resolved the allegations in the United States' 1999 complaint against HSD for violations of the Clean Water Act and the Rivers and Harbors Act on specified terms and conditions.

c. "1999 Decree CSO Control Measures" means the construction of the 32 million gallon basin and CSO Outfall 022, as identified in HSD's NPDES Permit, located on the west side of Columbia Avenue, and related control measures, actions, and/or other activities for storage of flows and to eliminate CSOs from the Columbia Avenue, Sohl Avenue, and Johnson Avenue CSO Outfalls.

d. "2015 Draft LTCP" means the Long Term Control Plan that HSD submitted to EPA and IDEM on June 5, 2015.

e. "Achieve(s) Full Operation" means completion of construction and installation of equipment or infrastructure for the 1999 Decree CSO Control Measures such that the equipment or infrastructure has been placed in full operation and is performing as designed.

f. "Decree" or "Consent Decree" means this Decree and all appendices attached hereto and listed in Section XXIV.

g. "Building/Property Backup" means a wastewater release and backup into a building or onto property that is caused by blockages, flow conditions, or other conditions in the Sewer System. A wastewater backup or release that is caused solely by conditions in a Private Service Connection Lateral is not a Building/Property Backup for purposes of this Decree.

h. "CSO Outfall" or "Outfall" means a type of "point source" (as that term is defined in CWA § 501(14), 33 U.S.C. § 1361(14)), that serves as a Discharge point from HSD's Combined Sewer System.

i. "CWA" means the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, and the regulations promulgated thereunder.

j. "Collection Pump Station" means a pump station that pumps sanitary and/or combined sanitary and storm water to the WWTP.

k. "Combined Sewer Overflow" or "CSO" means any Discharge from any Outfall designated as a CSO Outfall in HSD's NPDES Permit.

l. "Combined Sewer Overflow Operational Plan" or "CSOOP" means HSD's plan approved by EPA and IDEM, including any subsequent annual updates or revisions to the plan approved by EPA and IDEM, for implementing, among other things, the Nine Minimum Controls contained in the EPA Combined Sewer Overflow (CSO) Control Policy found at 59 Fed. Reg. 18,688 (April 19, 1994).

m. "Combined Sewer System" or "CSS" means the collection and conveyance system (including all pipes, force mains, gravity sewers segments, storage facilities, overflow structures, regulators, pump stations, manholes, and components thereto), and wet weather treatment facilities located prior to the WWTP's headworks, that are owned or operated by HSD

and are designed to store and convey sanitary waste waters (domestic, commercial, and industrial) and storm water through a single pipe system to the HSD WWTP.

n. "Combined Sewer Overflow Control Policy" or "CSO Control Policy" means the U.S. EPA policy found at 59 Fed. Reg. 18,688 (April 19, 1994).

o. "CSO Pump Station" means a pump station that pumps combined sanitary and storm water to both receiving waters and the WWTP during wet weather, and to the WWTP during dry weather.

p. "Date of Lodging" means the date upon which this Decree is filed with the Court, before a thirty (30) day period during which the United States accepts comments from the public regarding the terms of this Decree. The Date of Lodging is, by necessity, at least thirty (30) days prior to the Effective Date of this Decree.

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

r. "Dewatering Pump" means the smaller capacity pumps within HSD's CSO lift stations that direct any Dry Weather Flows from the CSO interceptors back to the CSS for treatment at the WWTP to prevent Dry Weather Discharges that would otherwise occur if rising sump levels activated the large CSO pumps.

s. "Discharge" means any "discharge of a pollutant" as defined in 40 C.F.R. § 122.2 and 327 Ind. Admin. Code 5-1.5-11.

t. "Dry Weather Discharge" means any Dry Weather Flows exiting from a CSO.

u. "Dry Weather Flows" means the combination of domestic sewage, groundwater infiltration, commercial and industrial wastewaters, and any other non-precipitation related flows.

v. "Dry Weather" means a period in which there has not been a measurable precipitation event within a twenty-four (24) hour period.

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

x. "Effective Date" is defined as provided in Section XIV (Effective Date).

y. "Final LTCP Control Measures" means the improvements identified in the Final LTCP, as approved by EPA and IDEM pursuant to the Decree, and includes the Design Criteria and the Performance Criteria identified for each such measure.

z. "Final Long Term Control Plan" or "Final LTCP" means HSD's 2015 Draft LTCP as modified to comply with the requirements and schedule in Section VI.E and Appendix B of this Decree, and includes all of the information required in Sections A-D of Appendix B, including the Public and Regulatory Agency Participation Program, the Sensitive Areas/Stream Reach Characterization and Evaluation Study Report, the Sewer System Characterization and Monitoring Program, the Receiving Stream & Sewer System Modeling Program, and the Final LTCP Control Measures Identification and Implementation Schedule.

aa. "Forward Pump" means a pump within a Collection System Pump Station (other than a Dewatering Pump) as identified in Appendix F that conveys sanitary or combined sewage from the pump station's wet well to a downstream combined or sanitary sewer. A "Forward Pump" does not convey flow to a CSO or storm water outfall.

bb. "Gravity Sewer Segment" or "Sewer Segment" means pipes that receive, contain, and convey wastewater not normally under pressure, but intended to flow unassisted under the influence of gravity, including trunk sewers.

cc. "HSD" means the Sanitary District of Hammond, Indiana.

dd. "IDEM" means the Indiana Department of Environmental Management and any successor departments or agencies of the State.

ee. "MGD" means a flow rate expressed in millions of gallons per day. A flow rate for a shorter period of time, such as an hour, may also be expressed in MGD. For example, a flow of one million gallons in an hour would be equivalent to a daily flow of 24 MGD.

ff. "NPDES Permit" means HSD's National Pollutant Discharge Elimination System permit no. IN 0023060 and any permit that succeeds such permit and is in effect at a particular time in question.

gg. "Outfall 022 Disinfection System" means the equipment or infrastructure for the disinfection system at CSO Outfall 022, further described in Appendix E and the Disinfection Implementation Plan described in Paragraph 21 of this Decree.

hh. "Paragraph" means a portion of this Decree identified by an Arabic numeral.

ii. "Parties" means the United States, the State, and HSD.

jj. "Phase One Post-Construction Compliance Monitoring Program" means the Post-Construction Compliance Monitoring Program (set forth in Appendix A of this Decree) related to the 1999 Decree CSO Control Measures.

kk. "Phase Two Post-Construction Compliance Monitoring Program" means the post-construction compliance monitoring program that will be required after HSD implements the Final Long Term Control Plan for the HSD Combined Sewer System.

ll. "Plaintiffs" means the United States and the State.

mm. "POTW" means the Publicly Owned Treatment Works and together the WWTP, the Combined Sewer System, and the Separate Sanitary Sewer System that are owned and/or operated by HSD.

nn. "Private Service Connection Lateral" means a portion of each of the Sewer System, not owned by HSD, used to convey wastewater from a building or buildings to a portion of the Sewer System owned by HSD.

oo. "Pump Station" means a facility comprised of pumps that lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to operate that Pump Station.

pp. "Sanitary Sewer Overflow" or "SSO" means any Discharge to waters of the State or the United States from HSD's Separate Sanitary Sewer System through point sources not specified in HSD's NPDES Permit, as well as any release of wastewater from HSD's Separate Sanitary Sewer System to public or private property that does not reach waters of the State or the United States, such as a release to a land surface or into a structure; provided, however, that such releases that are caused solely by conditions in a Private Service Connection Lateral are not SSOs for the purpose of this Decree. As such, the term SSO includes Building/Property Backups caused in whole or in part by conditions in HSD's Separate Sanitary Sewer System.

qq. "Separate Sanitary Sewer System" or "SSS System" means all portions of the collection and conveyance system located prior to the WWTP's head works that are owned

and/or operated by HSD that are designed to store and convey sanitary waste waters (domestic, commercial, and industrial) and do not also store or convey storm water through the same pipe to the HSD WWTP.

rr. "Section" means a portion of this Decree identified by a Roman numeral.

ss. "Sewer Overflow Response Plan" or "SORP" means the plan that HSD will develop and implement pursuant to Appendix C of this Decree.

tt. "Sewer System" means both the Combined Sewer System and the Separate Sanitary Sewer System, prior to the head works of the WWTP, that are owned and/or operated by HSD.

uu. "Sewer System Release" means a release of waste water from either the Combined Sewer System or the Separate Sanitary Sewer System.

vv. "State" means the State of Indiana.

ww. "Typical Year" means the typical year of precipitation volume, frequency, duration, and intensity that HSD shall determine, and EPA and IDEM shall approve, as part of HSD's development of its Final LTCP under this Decree.

xx. "United States" means the United States of America, acting on behalf of EPA.

yy. "WWTP" or "Waste Water Treatment Plant" means, for purposes of this Consent Decree, the system of treatment works, regulatory devices, equipment, and other facilities and appurtenances installed to treat sewage, industrial wastes, and other wastes delivered by a system of sewers and other related facilities, including the facility located at 5143 Columbia Avenue, Hammond, Indiana, 46327.

zz. "Wet Weather Flows" means any flow that is in addition to "Dry Weather Flows".

VI. COMPLIANCE REQUIREMENTS

A. NPDES Permit Compliance

12. HSD shall comply with the terms and conditions in its NPDES Permit.

B. CSO Operations: Maximizing Flow and Treatment

13. Requirement to Maximize Flow through HSD's Sewer System.

HSD shall maximize the flow through HSD's Sewer System, consistent with the hydraulic constraints of the Sewer System, including maximizing the use of the Dewatering Pumps at each Combined Pump Station and the pumps at each Collection Pump Station located downstream from that Combined Pump Station. HSD shall, at a minimum, utilize the firm capacity of all Dewatering and Forward Pumps at each pump station before commencing to discharge through a CSO at that pump station, at which point HSD may cease operation of the Dewatering Pumps. The firm capacity of each pump station shall be determined based upon the total capacity of the station, as provided in Appendix D of this Decree, with all pumps, including Dewatering Pumps, installed at the pump station that are used to pump flow to or towards the WWTP in operation, less one pump unit (the largest in capacity) on standby or out of service. In pump stations in which it is reasonably practicable, HSD shall also make use of the station's standby or redundant units unless HSD, using best professional judgment, has a sound technical basis to believe that the use of redundant pump(s) will: (a) cause harm (beyond normal wear), to the pump station or the adjoining portions of the Sewer System or cause a bypass or an upset to the POTW; (b) result in a Sewer System Release, CSO or Building/Property Backups in the downstream portion of the Sewer System; or (c) not result in an increase in station capacity equal to 50% of the standby or redundant pump's nominal

maximum rated capacity. For purposes of this Paragraph, a sound technical basis does not include HSD's failure to conduct appropriate operations and maintenance.

14. Requirement to Maximize Flow through HSD's WWTP.

HSD's current WWTP peak flow capacity is 68 MGD. HSD shall attain and maintain a flow to and through its WWTP consistent with the peak capacity, including any increased peak capacity associated with implementation of an approved Final LTCP or any other future capital projects, for the duration of all CSOs from Outfall 022, unless limited by then-current secondary solids settleability and the need to prevent excessive secondary solids washout, or other factors such as a clarifier being out of service for maintenance. In all cases where one or more factors limit WWTP capacity to less than the WWTP's peak capacity, HSD shall maintain the maximum treatment rate possible in light of the aforementioned factors. During any CSO from Outfall 022 in which such a factor prevents HSD from maintaining flow consistent with the peak capacity for the duration of the CSO, HSD shall collect data and other information as is necessary to document: (a) the reason(s) that it was unable to maintain a flow consistent with the peak capacity, and (b) that the flow rate maintained was the maximum treatment rate possible under the circumstances.

15. Dry Weather Discharges from HSD's Combined Sewer System are prohibited.

C. Revising the Combined Sewer Overflow Operational Plan

16. On the following two occasions, as required in its NPDES Permit, and in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of this Decree, HSD shall submit to EPA and IDEM for review and approval its updated Combined Sewer Overflow Operational Plan ("CSOOP"), reflecting its current facilities and operations and documenting the steps that it is taking to comply with the Nine Minimum Controls, as required in

Attachment A, Section III of its NPDES Permit, and the EPA CSO Control Policy, 59 Fed. Reg. 18, 688 (April 19, 1994):

a. Within sixty (60) Days of the date of Entry of this Decree; and

b. Within 180 Days of the date that HSD completes implementation of the Final LTCP.

17. Upon notice of EPA's approval of the updated CSOOP, HSD shall implement its approved updated CSOOP.

D. Completion of the 1999 Decree CSO Control Measures

18. HSD has constructed a 32-million gallon basin, identified as Outfall 022 in its NPDES Permit, located on the west side of Columbia Avenue, which has eliminated CSOs from the Sohl Avenue, Johnson Avenue, and Columbia Avenue CSO Outfalls.

19. HSD Achieved Full Operation of the 1999 CSO Control Measures on October 1, 2015.

20. HSD shall allow no more than four (4) Discharges in a Typical Year as the Performance Criteria for CSO Outfall 022. This Performance Criteria for Outfall 022 shall be in effect unless and until the approved Final LTCP requires otherwise.

21. Consistent with the schedule identified in Appendix E to this Decree (Outfall 022 Disinfection System Implementation Protocol), HSD shall: (a) complete construction of all equipment required for the disinfection system for Outfall 022 (the Columbia Basin); (b) initiate and conduct Phase One Post-Construction Compliance Monitoring consistent with the requirements and schedule in Paragraphs 23 and 24 and Appendices A and E of this Decree; and (d) submit the results of the Phase One Post-Construction Compliance Monitoring to EPA and IDEM for review and approval, as required in Paragraph 23 of this Decree and in accordance with

Sections XII (Notices) and XIII.A (Review and Approval of Submissions). Within thirty (30) Days of EPA's and IDEM's approval of the Phase One Post-Construction Monitoring Report, HSD shall request from IDEM a modification to HSD's NPDES Permit to include the requirement to disinfect (and remove disinfection residuals from, if necessary) Discharges from Outfall 022.

22. All Discharges from the Columbia Ave CSO Outfall shall be prohibited and any Discharges from the Columbia Ave CSO Outfall shall be subject to the requirements for reporting under Part II.C.4 of HSD's NPDES Permit.

23. Phase One Post-Construction Compliance Monitoring Program.

a. All equipment necessary to conduct modeling and monitoring activities for the Phase One Post-Construction Compliance Monitoring Program under Appendix A of this Decree shall be installed and operating by no later than April 1, 2017.

b. By no later than April 1, 2017, HSD shall begin Phase One Post-Construction Compliance Monitoring for the 32 MG CSO Storage Basin and by no later than April 1, 2018 for the Outfall 022 Disinfection System, consistent with the requirements in Appendix A (Phase One Post-Construction Compliance Monitoring Program) and Appendix E (Outfall 022 Disinfection System Implementation) of this Decree. The purposes of the modeling and monitoring conducted pursuant to Appendices A and E of this Decree are to determine whether HSD has achieved compliance with the Performance Criteria in Paragraph 20 and to optimize operation of the disinfection system to ensure that Discharges from Outfall 022 meet the terms of the technology-based and water quality-based requirements of the CWA, state law and regulation, and the applicable provisions of HSD's NPDES Permit.

c. HSD shall conduct Phase One Post-Construction Compliance Monitoring for a period of twelve (12) months concluding on April 1, 2018 for the 32 MG Storage Basin and

on April 1, 2019 for the Outfall 022 Disinfection System, or, upon written request by HSD, a subsequent date as approved by EPA and IDEM so that HSD may obtain the data necessary to complete modeling and monitoring.

d. Within 30 days of completing the Phase One Post-Construction Compliance Monitoring, HSD shall submit to EPA and IDEM for review and approval, in accordance with Appendix A and Sections XII (Notices) and XIII.A (Review and Approval of Submissions), a Phase One Post-Construction Compliance Monitoring Report, to document in detail the monitoring and modeling activities related to the 1999 Decree CSO Control Measures and the disinfection system at CSO Outfall 022.

e. The Phase One Post-Construction Compliance Monitoring Program shall be complete upon EPA and IDEM approval of the Phase One Post-Construction Monitoring Report.

24. If EPA and IDEM determine that the results of Phase One Post-Construction Compliance Monitoring do not demonstrate compliance with the Performance Criteria in Paragraph 20 and/or do not demonstrate that the disinfection system is optimized to ensure that Discharges from Outfall 022 meet the terms of the technology-based and water quality-based requirements of the CWA, state law and regulation, and the applicable provisions of HSD's NPDES Permit, EPA and IDEM shall provide a written determination to HSD in accordance with Section XII (Notices). Within ninety (90) Days after this determination, HSD shall submit to EPA and IDEM for their review and approval, consistent with the requirements of Appendices A and E and in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of this Decree, a Supplemental Compliance Plan that sets forth the actions that HSD shall take for Outfall 022 to achieve compliance with the Performance Criteria in Paragraph 20, and to ensure

that Discharges from Outfall 022 meet the terms of the technology-based and water quality-based requirements of the CWA, state law and regulation, and the applicable provisions of HSD's NPDES Permit, and a schedule for taking such actions. Upon approval by EPA and IDEM, HSD shall implement the Supplemental Compliance Plan in accordance with the schedule specified therein.

25. As part of the quarterly reports to be submitted under Section XIII.C of this Decree, HSD shall report on the progress made on the 1999 Decree CSO Control Measures and the Disinfection System Implementation, including, but not limited to: (a) the on-going and final costs of the project; and (b) the status of Phase One Post-Construction Compliance Monitoring and drafting of the accompanying Report.

E. Developing and Implementing a Final Long Term Control Plan

26. In accordance with all of the requirements of Paragraph 27 (Final LTCP), HSD shall revise its Final LTCP to: (a) incorporate the 1999 Decree CSO Control Measures; and (b) address, as set forth below, all of the remaining CSO Outfalls in the HSD Sewer System. The Final LTCP shall provide for the design, construction, and implementation of all improvements to the WWTP and the Sewer System and other measures necessary to minimize the number, duration, and volume of Wet Weather Flows from all of HSD's CSO Outfalls, and shall ensure that Wet Weather Flows from all of HSD's CSO Outfalls that do occur comply with the technology-based and water quality-based requirements of the CWA, State law and regulation, and HSD's NPDES Permit.

27. Final LTCP. As stated in Sections A-D of Appendix B (Final LTCP Requirements), on June 5, 2015, HSD submitted to EPA and IDEM an engineering report, known as the 2015 Draft LTCP. Since then, EPA and IDEM have exchanged two rounds of written comments and

engaged in productive discussions with HSD. By March 1, 2018, HSD shall submit a Final LTCP to EPA and IDEM, in accordance with Section E of Appendix B and Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of this Decree. The Final LTCP shall:

a. describe the results of the Public and Regulatory Agency Participation Program and the details of the planning process implemented in accordance with Sections A-D of Appendix B, consistent with EPA's Combined Sewer Overflows Guidance for Long Term Control Plan, EPA Doc. 832-B-95-002, September 1995;

b. describe each Final LTCP Control Measure selected by HSD for its Final LTCP after conducting the financial capability assessment and alternatives analysis in accordance with Section E of Appendix B;

c. include a schedule for design, construction, and implementation of the Final LTCP Control Measures for the WWTP and the Sewer System, and other measures required under the Final LTCP; and

d. describe the Phase Two Post-Construction Compliance Monitoring Program that shall be implemented upon completing construction and implementation of the Final LTCP Control Measures.

28. The schedule included in the Final LTCP shall include completion of design and construction, and achievement of full operation of all Sewer System and WWTP Final LTCP Control Measures necessary to ensure compliance with the technology-based and water quality-based requirements of the CWA, state law and regulation, and HSD's NPDES Permit by no later than March 1, 2035, except as may be provided by Section VI.F (Final LTCP Schedule Reconsideration Based on Financial Circumstances), Section XVI (Force Majeure), Section XX

(Modification), or unless the Court finds, following HSD's invocation of the dispute resolution procedures in Section XV, that an extension to the schedule is justified.

29. Implementing and Achieving Compliance with the Final LTCP.

a. Upon EPA and IDEM approval of the Final LTCP, HSD shall implement the approved Final LTCP in accordance with the approved schedule therein.

b. Phase Two Post-Construction Compliance Monitoring Program. After implementing the approved Final LTCP, HSD shall demonstrate compliance with: (1) the Final LTCP Control Measure's Design and Performance Criteria in the Final LTCP, and (2) the technology-based and water quality-based requirements of the CWA, state law and regulation, and the applicable provisions of HSD's NPDES Permit, by implementing the Phase Two Post-Construction Compliance Monitoring Program portion of their approved Final LTCP, as required under Appendix B of this Decree, and in accordance with the Final LTCP schedule. If the results of the Phase Two Post-Construction Compliance Monitoring Program do not demonstrate such compliance, then within one hundred eighty (180) Days of receiving notice from EPA or IDEM that compliance has not been demonstrated, or a different time period agreed to in writing by the Parties, HSD shall submit to EPA and IDEM, pursuant to Sections XII (Notices) and XIII.A (Review and Approval of Submissions), a Supplemental Compliance Plan that describes the additional improvements and/or other Final LTCP Control Measures that HSD shall implement to achieve compliance and a proposed schedule for taking such actions. Upon approval by EPA and IDEM pursuant to Section XIII.A of this Consent Decree (Review and Approval of Submissions), HSD shall implement the approved Supplemental Compliance Plan in accordance with the schedule specified therein.

F. Final LTCP Schedule Reconsideration Based on Financial Circumstances

30. The schedule by which HSD shall initiate construction and achieve full operation of all Final LTCP Control Measures shall be as expeditious as practicable, but in no event later than March 1, 2035, unless HSD demonstrates in an updated Financial Capability Analysis (prepared in accordance with Appendix B), that the expected per household cost of the Improvements and other Final LTCP Control Measures will cause HSD's cost per household to exceed 2.5% of the Median Household Income ("MHI") for HSD's entire service area, which includes the City of Hammond and the Town of Munster, and the customer communities of the Towns of Griffith, Highland, and Whiting, calculated using EPA's "Combined Sewer Overflows Guidance for Financial Capability Assessment and Schedule Development," EPA 8320B-97-004, published February 1997.

31. HSD is limited to one schedule extension request during the term of this Decree. The schedule extension request must be submitted with an accompanying updated Financial Capability Assessment and must include a demonstration, complete with supporting documentation, that:

a. The Residential Indicator, when calculated in accordance with EPA's Financial Capability Assessment Guidance as modified by the requirements of Paragraph 32 below, using the inputs described and defined in Paragraph 33 of this Section, and using a reasonable engineering estimate of the remaining costs of completing construction of the improvements and controls described in the Final LTCP expressed in the value of dollars during the year in which HSD submits the schedule extension request, but excluding the costs of the Phase I and Phase II Post-Construction Compliance Monitoring Programs, exceeds 2.5% of MHI;

b. A description of each project or requirement and its associated deadline in the approved Final LTCP schedule for which HSD seeks an extension; and

c. The request for an extension on any Final LTCP project is as short as reasonably possible, and includes an accompanying justification, and shall not extend the original completion date for that the specified project as contained in the approved Final LTCP schedule by more than five years.

d. If the request in subparagraph c above results in the extension of a deadline for any other project or of the March 1, 2035 deadline for the Final LTCP, a separate accompanying justification shall be provided.

e. The extension of any project shall not result in extending by more than five years the March 1, 2035 deadline for completion of construction of all improvements and other Final LTCP Control Measures.

32. To determine HSD's MHI as required by Paragraph 30, HSD shall use MHI data for the most recent year from either the Federal Census or American Community Survey ("ACS"), whichever is the most current. If the most current ACS data includes both a one-year estimate and a three-year estimate of MHI, HSD shall use the one-year estimate to determine its MHI, although HSD may also submit an MHI figure based on the three-year estimate of MHI under the ACS.

33. To calculate and determine HSD's Residential Indicator at the time a schedule extension request is submitted, HSD shall use the following inputs:

a. Current wastewater and sewer annual operation and maintenance expenses calculated as total expenses less depreciation in HSD's Comprehensive Annual Financial Report ("CAFR") for the most recent year, but only if the CAFR accurately states HSD's operation and maintenance expenses. If HSD's CAFR for the most recent year either does not exist or does not accurately state their operation and maintenance expenses, HSD shall calculate and determine this

input with appropriate accounting records, including source documents, and submit to Plaintiffs copies of the accounting records and source documents;

b. Current wastewater and sewer annual debt service calculated as the total principal and interest payments on bonds and notes from the financing activities section of the cash flow statement in HSD's CAFR for the most recent year, but only if the CAFR accurately reflects the principal and interest payments. If HSD's CAFR for the most recent year either does not exist or does not accurately state HSD's principal and interest payments, HSD shall calculate and determine this input with appropriate accounting records, including source documents and submit to Plaintiffs copies of the accounting records and source documents;

c. Reasonable documented engineering estimates projecting the increase in operation and maintenance expenses expected after completing construction of HSD's Final LTCP, expressed in value of dollars for the year during which HSD submits the schedule extension request;

d. The increased annual capital costs based on the expected financing of a reasonable, documented engineering estimate of the costs of completing construction of HSD's Final LTCP and all other WWTP and sewer capital costs expressed in the value of dollars during the year that HSD submits the schedule extension request. To support HSD's calculation of this input, HSD shall submit to Plaintiffs an explanation of the basis for, and calculation of, the annual cost estimate and the engineering estimates, accounting records, and source documents on which HSD relied to calculate this input;

e. When calculating HSD's residential share of wastewater treatment costs in accordance with EPA's CSO Financial Capability Assessment and Schedule Development Guidance, HSD shall use the most recent year of Federal Census or ACS data and billing data

regarding HSD's customer base not reflected in such data. HSD also shall use the ratio, as described in the Guidance, between residential wastewater flow (including residential infiltration and inflow) and total wastewater flow to calculate the residential share of wastewater treatment costs.

f. When calculating the total number of households in HSD's service area, HSD shall count each single family house, and each unit in multi-family housing structures such as apartment buildings and duplexes as one household, but shall not count households that have onsite sewage disposal systems. To the extent that customer billing data does not accurately reflect the number of units in multi-family housing structures, HSD shall use ACS and Federal Census data to more accurately estimate the total number of households in HSD's service area.

34. In addition to the calculation of the Residential Indicator as required in Paragraph 33.a through 33.f, HSD may submit an additional calculation of the Residential Indicator using alternative inputs that HSD contends produces a more accurate calculation of the Residential Indicator, provided such inputs are consistent with EPA's "Combined Sewer Overflows Guidance for Financial Capability Assessment and Schedule Development," EPA 8320B-97-004, published February 1997.

35. If either EPA or IDEM denies in writing HSD's request for an extension for completing any of the deadlines in the Final LTCP, in whole or in part, or if more than 90 Days elapses from the date that HSD submit its request for an extension, and HSD has not either: (1) received a written denial of HSD's schedule extension request from either the EPA or IDEM; or (2) entered into a written agreement pursuant to this Subsection VI.F (Final LTCP Schedule Reconsideration Based on Financial Circumstances), HSD may pursue dispute resolution pursuant to Section XV of this Consent Decree (Dispute Resolution).

G. <u>Developing and Implementing a Sewer Overflow Response Plan</u>

36. All SSOs are prohibited by the Clean Water Act, the Indiana Code, and this Decree. All SSOs are subject to stipulated penalties under Section IX of this Decree.

37. HSD shall prevent and/or reduce Building/Property Backups and unpermitted Discharges originating from conditions in its Sewer System by developing and implementing a Sewer Overflow Response Plan ("SORP") for its Sewer System in accordance with the requirements in Appendix C of this Decree.

VII. PAYMENT OF PENALTIES

38. a. Civil Penalties. Within sixty (60) Days after the Effective Date, HSD shall pay a civil penalty in the amount of $225,000 to the United States and $22,500 to the State for the violations alleged in the Complaint, together with interest from the Date of Lodging of this Decree, accruing at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

b. Stipulated Penalties Under the 1999 Decree. Within sixty (60) Days after the Effective Date, HSD shall pay stipulated penalties in the amount of $313,500 to the United States for alleged violations of the 1999 Decree, together with interest from the Date of Lodging of this Decree, accruing at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging. In lieu of paying the State a stipulated penalty in the amount of $313,500 for alleged violations of the 1999 Decree, plus interest, HSD shall construct and operate the Outfall 022 Disinfection System as provided in Paragraph 21 and Appendix E (Outfall 022 Disinfection System Implementation) of this Decree.

39. Payments to the United States shall be made by certified or cashier's check in the amount due payable to the U.S. Department of Justice and referencing the above captioned case name, the assigned civil action case number, and DOJ No. 90-5-1-1-3308/2, and shall be delivered to the Financial Management Unit of the U.S. Attorney's Office for the Northern District of

Indiana, Hammond Division, 5400 Federal Plaza, Suite 1500, Hammond, Indiana 46320. At the time of payment, HSD shall send a copy of the transmittal documentation (which should reference the assigned civil action case number and DOJ No. 90-5-1-1-3308/2), together with a transmittal letter, which shall state that the payment is for the civil and/or stipulated penalties owed pursuant to the Decree in *United States and the State of Indiana v. Sanitary District of Hammond,* to the United States in accordance with Section XII (Notices) of this Decree; by email to acctsreceivable.CINWD@epa.gov; and by first class U.S. mail to:

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

40. Payment to the State shall be made by certified check payable to:

Cashier:
Indiana Department of Environmental Management
100 N. Senate Ave
MC 50-10C
Indianapolis, IN 46204-2251

HSD shall notify the State of this payment in accordance with Section XII (Notices) of this Decree, by correspondence identifying the case name, court, and this case's assigned civil action number.

41. Late Payment of Civil and Stipulated Penalties Due. If HSD fails to pay the civil penalty or the stipulated penalty required to be paid under Section VII (Payment of Penalties) of this Decree when due, HSD shall pay a stipulated penalty of $1,000 per Day for each Day that the payment is late.

VIII. STATE SUPPLEMENTAL ENVIRONMENTAL PROJECT

42. HSD shall perform a State Supplemental Environmental Project ("State SEP") in accordance with Appendix F of this Decree. The State SEP shall consist of the construction of a

bike trail with bioswale drainage located in the City of Hammond, Indiana, for the purpose of reducing storm water runoff. HSD estimates in good faith that the cost to implement the State SEP is approximately $555,000.

43. HSD shall complete the State SEP within three (3) years of the Effective Date of this Decree. HSD shall include in its quarterly report, submitted to EPA and IDEM pursuant to and consistent with Section XIII.C (Quarterly Reports) of this Decree, the status of all of its efforts taken pursuant to this Appendix F, including detailing HSD's progress on implementing the State SEP in accordance with this Decree. In performing the State SEP, HSD shall comply with all applicable federal, state, and local laws and regulations, and shall obtain and comply with any necessary licenses or permits.

44. HSD is responsible for the satisfactory completion of the State SEP in accordance with the requirements of this Decree. “Satisfactory completion” shall mean that the construction of all necessary infrastructure for the bike trail and accompanying bioswale drainage system has been completed. HSD may use contractors or consultants in planning and implementing the State SEP.

45. Within thirty (30) Days of completion of the State SEP, HSD shall submit to IDEM, for review and approval by IDEM in accordance with Section XIII.A (Review and Approval of Submissions) of this Decree, a State SEP Completion Report (a) detailing the work completed; (b) itemizing costs incurred in performing the State SEP and providing supporting documentation; and (c) certifying that the State SEP has been completed in accordance with this Decree and Appendix F of this Decree.

46. After receiving the State SEP Completion Report, IDEM shall provide written notification to HSD about whether or not HSD has satisfactorily completed the SEP. If HSD fails

to complete the State SEP in accordance with Section VIII and Appendix F of this Decree, HSD shall pay to IDEM a stipulated penalty of $202,500, plus interest at the rate established by Ind. Code § 24-4.6-1-101. Interest shall be calculated from the Effective Date of this Decree. HSD shall pay this stipulated penalty within sixty (60) Days of the date of IDEM's written notice to HSD demanding payment.

IX. STIPULATED PENALTIES

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

48. The following stipulated penalties shall be applicable for noncompliance with the numerical effluent limits set forth in HSD's NPDES Permit:

Parameter	Penalty
Daily concentration and mass limits	$1,000 per day for the first two days of violation in any month of an individual parameter and $2,000 per day after the first two days
7-day average concentration and mass limits	$8,000 per week per parameter
30-day average concentration and mass limits	$12,000 per month per parameter
30-day average loading limit	$12,000 per month per parameter

49. The following stipulated penalties shall be applicable for each Dry Weather Discharge ("DWD") in violation of Paragraph 15:

Period of noncompliance	Penalty
1st to 3rd day of DWD	$2,000 per day per violation
4th to 10th day of DWD	$4,000 per day per violation
After 10th day of DWD	$8,000 per day per violation

a. If a CSO Outfall Discharges for more than twenty-four (24) hours after a precipitation event, but less than seventy-two (72) hours after the same precipitation event, then, simultaneous with its submission of the Discharge Monitoring Report on which the CSO Discharge is reported, HSD may elect to submit a written report to EPA and IDEM, in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions), containing information sufficient to demonstrate whether the CSO is not a Dry Weather Discharge. Such information shall include:

i. the amount of rain (or water-equivalent inches of snowmelt) that occurred on each of the preceding five (5) 24-hour periods;

ii. the NPDES permitted CSO Outfall name and number;

iii. the date(s) and time period of the overflow;

iv. detailed flow data for the WWTP for each of the five (5) preceding 24 hour periods and during the period of the Discharge;

v. the cause of the Discharge, including information sufficient to demonstrate whether the overflow was due to the introduction of precipitation-related flow into HSD's Combined Sewer System or whether the Discharge was the result of Dry Weather Flows in the Combined Sewer System; and

vi. if HSD acknowledges that the CSO Discharge is a Dry Weather Discharge, a description of any measures HSD has implemented to prevent and minimize any such future Discharges.

b. Nothing in this Decree shall be construed to waive any defense HSD may have or assert in connection with a claim of the occurrence of any Dry Weather Discharge, including, but not limited to, defenses based on the information provided in this Paragraph.

50. The following stipulated penalties shall be applicable for each Sanitary Sewer Overflow ("SSO") which occurs from the Separate Sanitary Sewer System, in violation of Paragraph 36:

a. SSOs That Reach Waters of the US

Volume of SSO	Penalty
Less than 1,000 gallons	$1,000 per day per violation
1,000 to 10,000 gallons	$4,000 per day per violation
Greater than 10,000 gallons	$8,000 per day per violation

b. SSOs that Do Not Reach Waters of the US

Volume of SSO	Penalty
Less than 1,000 gallons	$1,000 per day per violation
1,000 to 10,000 gallons	$4,000 per day per violation
Greater than 10,000 gallons	$8,000 per day per violation

51. The following stipulated penalties shall be applicable for failing to meet any requirement set forth in: (a) Paragraph 20; (b) Paragraph 21 or Appendix E of this Decree (Outfall 022 Disinfection System Implementation); and (c) the Phase One Post-Construction Compliance Monitoring Program set forth in Paragraphs 23 and 24:

Period of noncompliance	Penalty
1st to 10th day of violation	$1,500 per day per violation
11th to 30th day of violation	$3,000 per day per violation
After 30 days of violation	$5,000 per day per violation

Stipulated penalties paid by HSD for failing to meet a requirement of Paragraph 21 or Appendix E (Outfall 022 Disinfection System Implementation) shall be paid only to the State and shall not exceed $313,500.

52. The following stipulated penalties shall be applicable for failing to meet any requirement set forth in: (a) Subsection VI.E. (Developing and Implementing the Final LTCP) and (b) Appendix B (Final LTCP Requirements) of this Decree:

Period of noncompliance	Penalty
1st to 30th day of violation	$1,500 per day per violation
31st to 60th day of violation	$3,000 per day per violation
After 60 days of violation	$5,000 per day per violation

53. The following stipulated penalties shall be applicable for failing to meet any requirement set forth in: (a) Section VI.B (CSO Operations: Maximizing Flow and Treatment); (b) Section VI.C (Revising the CSOOP); (c) Paragraph 37 (Developing and Implementing a SORP); and (d) Section VIII (State SEP):

Period of noncompliance	Penalty
1st to 30th day of continuous violation	$750 per day per violation
31st to 60th day of continuous violation	$1,000 per day per violation
After 60 days of continuous violations	$2,000 per day per violation

54. The following stipulated penalties shall be applicable for failing to meet any monitoring or reporting requirements of HSD's NPDES Permit or the requirements set forth in Paragraphs 7, 8, and 12 of this Decree:

Period of noncompliance	Penalty
1st to 30th day of continuous violation	$250 per day per violation
31st to 60th day of continuous violation	$500 per day per violation
After 60 days of continuous violations	$1,000 per day per violation

55. The following stipulated penalties shall be applicable for failing to meet any other requirement of the Decree (aside from those specified by Paragraphs 48-54).

Period of noncompliance	Penalty
1st to 30th day of continuous violation	$250 per day per violation
31st to 60th day of continuous violation	$500 per day per violation
After 60 days of continuous violations	$1,000 per day per violation

56. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurred, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases.

57. Stipulated penalties may accrue for alleged violations of requirements for which the compliance due date is prior to the Effective Date of this Decree, but neither EPA nor IDEM may demand or attempt to collect stipulated penalties for any such requirement until after the Effective Date.

58. Nothing in this Decree shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Decree or preclude HSD from asserting any defense it may have under the CWA, its implementing regulations, or its NPDES Permit to any alleged violation of the terms of this Decree.

59. Subject to the provisions of Section XVII (Covenants Not to Sue / Reservations of Rights), the stipulated penalties herein shall be in addition to any other rights, remedies, or sanctions available to the United States or the State by reason of HSD's failure to comply with the requirements of this Decree, its NPDES Permit, or the CWA. However, if the United States or the State collects a stipulated penalty under this Decree and either (or both) of the Plaintiffs subsequently seeks and is awarded a monetary penalty under the CWA or comparable State laws for the same act or omission, HSD shall receive a credit against the judgment for the amount of the stipulated penalty it paid.

60. HSD shall pay stipulated penalties to the United States and the State within sixty (60) Days of receiving a written demand by either EPA or IDEM. HSD shall pay fifty (50) percent of each stipulated penalty to the United States and fifty (50) percent to the State. The Plaintiff

making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

61. Either the United States or the State may, in the unreviewable exercise of its discretion, reduce or waive its portion of stipulated penalties otherwise due it under this Decree.

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

a. If the dispute, or any part of the dispute, is resolved by concession of HSD, agreement by the Parties, or by a decision of EPA/IDEM that is not appealed to the Court, HSD shall pay the associated accrued penalties demanded, together with interest, to the United States and the State within thirty (30) Days of the date of such concession, agreement, or the receipt of EPA/IDEM's decision or order.

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

c. If any Party appeals the District Court's decision, HSD shall pay all accrued penalties as ordered by the appellate court, or the District Court if the issue is remanded, together with interest, within twenty (20) Days of final adjudication of the dispute.

d. Where more than one violation of this Decree is raised in a Dispute, and fewer than all of the violations are resolved by HSD's concession, agreement of the Parties, or decision or order by EPA/IDEM that is not appealed to the Court, then HSD shall pay the accrued stipulated penalties associated with the resolved violations, together with interest, to the United States and the State, within 30 Days of such resolution.

63. HSD shall pay stipulated penalties owed to the United States in the manner set forth and with the confirmation notices required by Paragraphs 39 and 40, except that the transmittal letter shall state that the payment is for stipulated penalties and shall identify the violation(s) for which the penalties are being paid. HSD shall pay any stipulated penalty due to the United States by certified or cashier's check in the amount due, payable to the "U.S. Department of Justice," referencing the above-captioned case name, the assigned civil action case number, and DOJ No. 90-5-1-1-3308/2, and shall be delivered to the Financial Litigation Unit of the Office of the United States Attorney for the Northern District of Indiana, Hammond Division, at the following address:

Financial Litigation Unit for the N.D. of Indiana
5400 Federal Plaza, Suite 1500
Hammond, IN 46320

At the time of payment, HSD shall simultaneously send written notice of such payment and a copy of the transmittal documentation (which should reference the assigned civil action case number and DOJ No. 90-5-1-1-3308/2) to the United States in accordance with Section XII (Notices) of this Decree.

64. Stipulated penalties owed to the State (including the Stipulated Penalty payment under subparagraph 38.b) shall be made payable by check:

Cashier:
Indiana Department of Environmental Management
100 N. Senate Ave.
MC 50-10C
Indianapolis, IN 46204-2251

HSD shall enclose with all such checks a letter identifying the case name, court, docket number, specific stipulated penalty provision involved, and identification of the violation(s) of this Decree for which the stipulated penalties are being paid. HSD shall send copies of each letter and check to IDEM in accordance with Section XII (Notices) of this Decree.

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

X. INFORMATION COLLECTION AND RETENTION

66. Until termination of this Decree, the United States and the State and their representatives, including attorneys, contractors, and consultants, shall have the authority to enter HSD's POTW at all times upon proper presentation of credentials to the manager(s) of HSD's POTW for the purposes of:

a. monitoring the progress of activities required by this Decree or undertaken by the Grand Calumet River Restoration Fund Trustee;

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

c. obtaining samples and, upon request, splits of any samples taken by HSD or its consultants;

d. obtaining copies of documentary evidence, including copies of photographs and similar data; and

e. assessing HSD's compliance with this Decree.

67. Nothing in this Decree shall limit IDEM's authority under Ind. Code § 13-14-2-2.

68. Upon request, HSD shall provide EPA and IDEM or their authorized representatives with splits of any samples taken by HSD. Upon request, EPA or IDEM shall provide HSD with splits of any samples taken by EPA or IDEM.

69. From the Date of Lodging until two years after the termination of this Decree, HSD shall preserve and retain all non-identical copies of records, reports, documents, and other information (including those in electronic form) now in its possession or control, or that come into its possession or control, that relate to HSD's performance of its obligations under this Decree. Such records shall include relevant modeling inputs and outputs, flow data, rainfall data, inspection records, cleaning records, construction plans or as-built drawings, specifications, construction contracts, final payments and notices of completion, and all reports or plans, in addition to records or documents, as specified by the EPA or IDEM from time to time, that are necessary to evaluate HSD's performance of its obligations under this Decree. HSD may seek a determination from EPA as to whether any particular document or record must be preserved pursuant to this Paragraph by submitting that document or record to EPA. HSD shall instruct its contractors and agents to preserve all non-identical copies of all records, reports, documents, and other information (including those in electronic form) in their respective possession or control that relate to HSD's performance of its obligations under this Decree. This information retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, HSD shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

70. HSD shall not assert any claim of privilege over factual information or data related to HSD's compliance with effluent limitations or any other condition or requirements of its NPDES Permit, the Clean Water Act, or this Consent Decree. HSD may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by State and federal law. If HSD asserts such a privilege in lieu of

providing documents, it shall provide the Plaintiffs with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the contents of the document, record, or information; and (f) the privilege asserted by HSD.

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

XI. COSTS

72. Each Party shall bear its own costs and attorneys' fees in this action, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the penalties due under Section VII (Payment of Penalties) or any stipulated penalties due under Section IX (Stipulated Penalties) of this Decree, but not paid by HSD.

XII. NOTICES

73. Except when specified otherwise, whenever notifications, submissions, or communication are required by this Decree, they shall be in writing and addressed as follows:

As to the United States

U.S. Department of Justice:

Via U.S. Postal Service
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
DOJ No. 90-5-1-1-3308/2

Via Courier

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
ENRD Mailroom 2121
601 D St. NW
Washington, DC 20004
DOJ No. 90-5-1-1-3308/2

and

United States Attorney's Office
for the Northern District of Indiana
Hammond Division
5400 Federal Plaza
Hammond, IN 46320

EPA:

Chief, Water Enforcement and
Compliance Assurance Branch (WC-15J)
U.S. Environmental Protection Agency, Region V
77 W. Jackson Blvd.
Chicago, IL 60604

and

r5weca@epa.gov (as a text searchable pdf)

As to the State of Indiana

Indiana Attorney General:

Chief, Environmental Section
Office of the Attorney General
Indiana Government Center South
5th Floor
402 West Washington St.
Indianapolis, IN 46204

IDEM:

Chief, Compliance Branch
Office of Water Quality, Mail Code 65-40
Indiana Department of Environmental Management
100 N. Senate Ave.
Indianapolis, IN 46204-2251

and

Office of Legal Counsel
Mail Code 60-01
100 North Senate Street
Indianapolis, IN 46204-2251
badmire@idem.in.gov
Phone: (317) 232-8584

As to HSD

District Manager
Sanitary District of Hammond
5143 Columbia Ave.
Hammond, IN 46320

74. On each document submitted to the Plaintiffs, HSD shall identify this Decree and the applicable Paragraph(s) to which the submitted document relates.

75. All electronic submittals made to EPA must include electronic pdf files that are text searchable and the certification statement in Paragraph 86 of this Decree. The subject of the email correspondence must include HSD's name, the name of the deliverable, and the assigned civil action case number.

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

77. Notifications, submissions, or communications submitted under this Decree shall be deemed submitted on the date they are mailed, unless otherwise provided in this Decree or by mutual agreement of the Parties in writing.

78. All notifications made to Plaintiffs by HSD reporting a violation of this Decree shall be made by courier, except as required by Paragraph 85 of this Decree.

XIII. REPORTING REQUIREMENTS

A. Review and Approval of Submissions

79. HSD shall submit two copies (one electronic and one hardcopy) of any document requiring EPA and IDEM approval to each agency listed in Section XII (Notices) of this Decree. Following receipt of any report, plan, or other submission by HSD under this Decree, EPA and IDEM may do one of the following, in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the whole submission. Disapproval by EPA and IDEM of any submission subject to agency review and approval under this Decree shall specifically state the reasons for the disapproval.

80. If the submission is approved pursuant to Paragraph 79.a, HSD shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part, pursuant to Paragraph 79.b or 79.c, HSD shall, upon written direction from EPA and IDEM, take all actions required by the approved plan, report, or other item that EPA and IDEM determine are technically severable from any disapproved or conditionally approved portions, subject to HSD's right to dispute only the specified conditions or the disapproved portions, under Section XV (Dispute Resolution) of this Decree.

81. If the submission is disapproved in whole or in part pursuant to Paragraph 79.c or 79.d, HSD shall, within thirty (30) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for

approval, in accordance with Paragraphs 79 and 80. In any request for extension by HSD pursuant to this Paragraph the Plaintiffs may, in their discretion, consider the scope and complexity of the required resubmission and length of review of the original submission by the Plaintiffs. If the resubmission is approved in whole or in part, HSD shall proceed in accordance with the preceding Paragraph. If the resubmission is disapproved, EPA and IDEM may again require HSD to correct all deficiencies in accordance with this paragraph.

82. Any stipulated penalties applicable to the original submission, as provided in Section IX (Stipulated Penalties), shall accrue during the thirty (30) Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if HSD submits a report, plan, or other submission that fails to contain all of the required elements set forth in the Decree (including all appendices to the Decree and documents incorporated by reference into this Decree), HSD shall be deemed to have failed to make the submission. Where this Decree requires resubmission, if upon resubmission, the report, plan or other submission is disapproved by EPA and IDEM, either in whole or in part, then HSD shall be deemed to have failed to resubmit such report, plan, or other submission timely and adequately, unless HSD invokes the Dispute Resolution Procedures set forth in Section XV within thirty (30) Days after receiving notice of disapproval of the resubmission, and EPA and IDEM's action is overturned pursuant to the dispute resolution process. In the case of a submission that fails to contain all the required elements, stipulated penalties begin to accrue on the date the submission is due. In the case of a disapproved resubmission, stipulated penalties begin to accrue on the date HSD receives written notice of the disapproval.

B. Supplemental Reporting in Monthly Reports of Operations

83. HSD shall submit to EPA, in accordance with Section XII (Notices) of this Decree, a copy of each Monthly Report of Operations ("MRO") that it submits to IDEM pursuant to its NPDES Permit. In any MRO that HSD submits for any month during which it discharged through any CSO Outfall, HSD shall report (a) the volume and duration of the CSO and, if the POTW was not operating at the maximum flow during the Discharge, provide a statement of any operational factors that affected HSD's ability to maximize the treatable flow to the WWTP through the pump station where a CSO occurred; and (b) if HSD asserts that it had a sound technical basis to justify its failure to make use of the ultimate capacity of its pumps as required by Paragraph 13, HSD shall describe the technical basis and provide any supporting documentation.

C. Quarterly Reports

84. Beginning three (3) months from the Effective Date and then every three (3) month period thereafter during the term of this Decree, unless otherwise agreed to by EPA and IDEM in writing, HSD shall report fully in writing to EPA and IDEM on the status of HSD's compliance with all requirements of this Decree during the previous three (3) months. At a minimum, the report shall contain the following:

a. to the extent not previously provided to EPA and IDEM, Discharge Monitoring Reports, Monthly Reports of Operations, and copies of all pretreatment reports required under HSD's NPDES Permit;

b. a description of the work HSD has scheduled pursuant to this Decree during the next three (3) month period;

c. a description of any work required to be performed, pursuant to this Decree, but that HSD has not yet scheduled for the next three (3) month period;

d. a summary of the status of any other actions being taken pursuant to Section VI (Compliance Requirements) of this Decree, including, but not limited to, action related to the Outfall 022 Disinfection System Implementation, the Phase One Post-Construction Compliance Monitoring Program, and the Phase Two Post-Construction Compliance Monitoring Program, and the development and implementation of the Final LTCP;

e. a description detailing the activities conducted as part of its SORP; and

f. a discussion of whether HSD is in compliance with requirements of this Decree and a description of and the reasons for any noncompliance, together with the remedial steps taken or to be taken to prevent or minimize any noncompliance. Nothing in this Paragraph or the following Paragraph relieves HSD of its obligation to provide the notice required under Section XVI (Force Majeure) of this Decree. HSD shall investigate the cause of such noncompliance and shall then submit an amendment to the report, including a full explanation of the cause of the noncompliance, within thirty (30) Days from when HSD becomes aware of the cause of such noncompliance. Nothing in this Paragraph or the following Paragraph relieves HSD of its obligation to provide the notice required under Section XVI (Force Majeure) of this Decree.

85. Whenever any violation of this Decree, any applicable NPDES Permit, or other event affects HSD's performance under this Decree, or the performance of its POTW, such that there may be an immediate threat to public health or welfare or the environment, then HSD shall notify EPA and IDEM orally or by electronic or facsimile transmission, as provided in Section XII (Notices), as soon as possible, but no later than twenty-four (24) hours after HSD first knows of the violation or event. This procedure is in addition to the requirements set forth in the preceding two Paragraphs. Within ten (10) days, HSD shall follow-up its oral, electronic, or facsimile transmission with courier mail notification.

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

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

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

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

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

XIV. EFFECTIVE DATE

89. The Effective Date of this Decree shall be the date upon which this Decree is entered by the Court or a motion to enter the Decree is granted, whichever occurs first, as recorded on the Court's docket, provided, however, that HSD hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Decree before entry, or the Court declines to enter the Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XV. DISPUTE RESOLUTION

90. Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree. A dispute shall be considered to have arisen when one Party sends the other Parties a written Notice of Dispute.

91. If Plaintiffs require additional information about any dispute covered by this Section, Plaintiffs may, in their full discretion, attempt to obtain such information from HSD through information requests prior to utilizing other legal authority otherwise available to Plaintiffs.

92. Informal Dispute Resolution. Any dispute between the United States or the State and HSD arising under or concerning this Decree shall first be the subject of informal negotiations for a period of fifteen (15) Days from the date one Party sends the other Parties a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period for informal negotiations may be extended by written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States and the State shall be considered binding unless, within fifteen (15) Days after the conclusion of the informal negotiation period, or within the amount of time agreed to in writing by the Parties, HSD invokes formal dispute resolution procedures set forth below.

93. Formal Dispute Resolution.

a. HSD shall invoke the formal dispute resolution procedures of this Section, within the time period provided in the preceding Paragraph, by serving on the United States and the State, in accordance with Section XII (Notices) of this Decree, a written Statement of Position on the matter in dispute. The Statement of Position shall include, but need not be limited to, any

factual data, analysis, or opinion supporting HSD's position, and any supporting documentation relied upon by HSD.

b. Within thirty (30) Days after (i) receipt of HSD's Statement of Position, or (ii) any additional information provided by HSD in response to an informal request for information by the United States and the State, if any, whichever is later, the United States and the State shall serve on HSD their Statement of Position, which shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by the United States and the State. The position of United States and the State shall be binding on HSD, unless HSD files a motion for judicial review of the dispute in accordance with the following Paragraph.

c. An administrative record of the dispute shall be maintained by EPA and shall contain all Statements of Position, including supporting documentation, submitted pursuant to this Paragraph. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

94. Judicial Review.

a. HSD may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XII (Notices) of this Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) Days of receipt of the Statement of Position of the United States and the State served on HSD pursuant to the preceding Paragraph. The motion shall contain a written statement of HSD's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Decree.

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

95. Standard of Review.

a. Except as provided in subparagraph c, below, in dispute resolution proceedings governed by Paragraph 93 (Formal Dispute Resolution) or Paragraph 94 (Judicial Review) that pertain to the adequacy or appropriateness of plans; procedures to implement plans or any other items requiring approval by EPA under this CD; the adequacy of HSD's performance of actions taken pursuant to this CD; and all other types of disputes that are accorded review on the administrative record and for which state and federal agencies are afforded deference under applicable principles of administrative law, including the Indiana Administrative Orders and Procedures Act, Ind. Code § 4-21.5 et seq. and the federal Administrative Procedures Act, 5 U.S.C. Subchapter II, HSD shall have the burden of demonstrating that the position of the United States and the State is arbitrary and capricious or otherwise not in accordance with law. Judicial review of the United States' and the State's decision shall be on the administrative record compiled pursuant to Paragraph 93.c.

b. For dispute resolution proceedings governed by Paragraph 93 (Formal Dispute Resolution) or Paragraph 94 (Judicial Review) that neither pertain to the subjects described in subparagraph a, above, or c, below, nor are otherwise afforded state and federal agency deference under applicable principles of administrative law, including the Indiana Administrative Orders and Procedures Act, Ind. Code § 4-21.5 *et seq*. and the federal Administrative Procedures Act, 5 U.S.C. Subchapter II, HSD shall have the burden of demonstrating that its position clearly complies with and furthers the objectives of this Decree and

the Clean Water Act, and that HSD is entitled to relief under applicable law. The invocation of formal dispute resolution procedures under this Section shall not of itself extend, postpone, or affect in any way any obligation of HSD under this Decree, including those in Paragraph 62.d, unless and until final resolution of the dispute so provides. Payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of noncompliance with any provision of this Decree and shall be paid within fifteen (15) Days after the Court issues an order resolving the dispute or after the resolution of any appeal concerning the dispute. If HSD does not prevail on the disputed issue, stipulated penalties shall be paid, if ordered by the Court, as provided by this Decree.

c. For dispute resolution proceedings concerning the applicability of the force majeure provisions in Section XVI of this Decree, HSD shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that HSD complied with the requirements of Paragraphs 96 and 97 below. If HSD carries this burden, the delay at issue shall be deemed not to be a violation by HSD of the affected obligation of this Decree identified to EPA and the Court.

XVI. FORCE MAJEURE

96. "Force majeure," for purposes of this Decree, is defined as any event arising from causes beyond the control of HSD, or any entity controlled by HSD, or its contractors and subcontractors, that delays or prevents the performance of any obligation under this Decree despite HSD's best efforts to fulfill the obligation. The requirement that HSD exercise "best efforts to

fulfill the obligation" includes best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (i) as it is occurring and (ii) following the potential force majeure event, such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. Except as may be provided by Paragraph 30, force majeure does not include HSD's financial inability to perform any obligation or achieve any performance standard under this Decree.

97. If any event occurs or has occurred that may delay the performance of any obligation under this Decree for which HSD intends or may intend to assert a claim of force majeure, HSD shall notify EPA and IDEM orally or by electronic or facsimile transmission, as provided in Section XII (Notices), within seventy-two (72) hours of when HSD first knew that the event might cause a delay. Within ten (10) Days thereafter, HSD shall provide in writing to EPA and IDEM, in accordance with the requirements of Section XII (Notices) of this Decree: (a) an explanation and description of the reasons for the delay; (b) the anticipated duration of the delay; (c) all actions taken or to be taken to prevent or minimize the delay; (d) a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; (e) HSD's rationale for attributing such delay to a force majeure event, if it intends to assert such a claim; and (f) a statement as to whether, in the opinion of HSD, such event may cause or contribute to an endangerment to public health, welfare, or the environment. HSD shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. HSD shall be deemed to know of any circumstance of which HSD, any entity controlled by HSD, or HSD's contractors or subcontractors, knew or should have known. Failure to comply with the above requirements regarding an event shall preclude HSD from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or

incomplete notice, is able to assess to its satisfaction whether the event is a force majeure and whether HSD has exercised its best efforts under Paragraph 96, EPA may, in its unreviewable discretion, excuse in writing HSD's failure to submit timely or complete notices under this Paragraph.

98. If EPA, after a reasonable opportunity for review and comment by IDEM, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify HSD in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event. If EPA, after a reasonable opportunity for review and comment by IDEM, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will, within sixty (60) Days, notify HSD in writing of its decision and the bases supporting its decision.

99. HSD may elect to invoke the informal dispute resolution procedures set forth in Paragraph 92 of this Decree, or alternatively may elect to immediately invoke formal dispute resolution procedures set forth in Paragraph 93. In either case, HSD shall do so no later than fifteen (15) Days after receipt of EPA's notice of its decision.

XVII. COVENANTS NOT TO SUE / RESERVATIONS OF RIGHTS

100. Restatement of Covenants Not to Sue in the 1999 Decree.

a. The United States' Covenant Not to Sue under the 1999 Decree. The United States' covenants not to sue or take administrative action against HSD for civil liability arising

from wastewater discharges from HSD's WWTP, for the violations alleged in the 1993 complaint in United States v. Sanitary District of Hammond, Indiana, et al., 2:93-cv-0255, through April 23, 1999 (the date of lodging of the 1999 Decree), shall remain in full force and effect. The United States' 1993 complaint sought: (i) relief pursuant to CWA §§ 309 or 311, 33 U.S.C. §§ 1319 and 1321; (ii) relief pursuant to the Rivers and Harbors Act, 33 U.SC. § 401 et seq.; and (iii) reimbursement of response costs or other legal or equitable relief resulting from wastewater discharges from HSD's treatment plant pursuant to CERCLA §§ 106 or 107, 42 U.S.C. §§ 9606 and 9607, or RCRA § 7003, 42 U.S.C. § 6973.

b. The State's Covenant Not to Sue under the 1999 Decree. The State's covenants not to sue or take administrative action against HSD for any civil liability arising from wastewater discharges from HSD's treatment plant, for the violations alleged in the 1993 complaint in United States v. Sanitary District of Hammond, Indiana, et al., 2:93-cv-0255, through April 23, 1999 (the date of lodging of the 1999 Decree), shall remain in full force and effect. The State's Cross-Claims sought: (i) relief pursuant to 327 Ind. Admin. Code 5-12-1; 327 Ind. Admin. Code 5-11-5; 327 Ind. Admin. Code 2-1; 327 Ind. Admin. Code 5-2-4(a)(3); Ind. Code §§ 13-2-22-13, 13-30-2-1, 13-18-4-5, and 34-1-52; (ii) relief pursuant to CWA §§ 309 and 311, 33 U.S.C. §§ 1319 and 1365; and (iii) reimbursement of response costs or other legal or equitable relief pursuant to CERCLA §§ 107 or 113, 42 U.S.C. §§ 9607 or 9613.

101. United States' Covenant Not to Sue for Violations Alleged in the 2017 Complaint.

Subject to the United States' reservation of rights set forth in Paragraph 103 of this Decree, upon payment by HSD of all amounts, including interest, required by Section VII (Payment of Penalties) of this Decree, and in consideration of the injunctive relief to be performed under Section VI (Compliance Requirements) of this Decree, the United States covenants not to sue or

take administrative action against HSD for civil liability arising from: (i) any violations pertaining to HSD's compliance with the Information Request issued by EPA on February 22, 2012, pursuant to CWA § 308, 33 U.S.C. § 1318; (ii) violations of the 1999 Decree; and (iii) violations alleged in the 2017 Complaint, through the Date of Lodging of this Decree.

102. State's Covenant Not to Sue for Violations Alleged in the 2017 Complaint.

Subject to the State's reservation of rights set forth in Paragraph 104 of this Decree, upon payment by HSD of all amounts, including interest, required by Section VII (Payment of Penalties) of this Decree, the State covenants not to sue or take administrative action against HSD for civil liability arising from: (i) violations of the 1999 Decree; and (ii) violations alleged in the 2017 Complaint, through the Date of Lodging of this Decree.

103. United States' Reservation of Rights. The covenants not to sue set forth in Paragraphs 100.a and 101 above shall apply only to matters expressly set forth in those Paragraphs. The United States reserves all legal and equitable remedies available to enforce the provisions of this Decree, except as expressly stated in Paragraphs 100.a and 101. This Decree shall not be construed to limit the rights of the United States to pursue the following:

a. Claims based on HSD's failure to satisfy any requirement of this Decree;

b. Claims for stipulated penalties, if any, under the terms of this Decree;

c. Claims for criminal liability;

d. Claims that a Discharge may pose an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, HSD's POTW, whether related to the violations addressed in this Decree or otherwise, in accordance with CWA § 504, 33 U.S.C. § 1364, or equivalent State law provisions;

e. Claims for liability arising from information previously unknown to the United States about the nature, characteristics, or volume of any wastewater discharges from HSD through the Date of Lodging of this Decree. For purposes of this reservation, the information known to the United States shall include only that information in the possession of the United States as of the Date of Lodging of this Decree; and

f. Claims for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments resulting from wastewater discharges from HSD's POTW, pursuant to CERCLA § 107(a), 42 U.S.C. § 9607(a), or Oil Pollution Act § 1002(b)(2), 33 U.S.C. § 2702(b)(2).

104. State's Reservation of Rights. The covenant not to sue set forth in Paragraphs 100.b and 102 above shall apply only to matters expressly set forth in those Paragraphs and shall not apply to any other matter, including any of the following claims:

a. Claims based on HSD's failure to satisfy any requirement of this Decree;

b. Claims for stipulated penalties, if any, under the terms of this Decree;

c. Claims for criminal liability;

d. Claims for liability arising from information previously unknown to the State about the nature, characteristics or volume of any wastewater discharges from HSD through the Date of Lodging of this Decree. For purposes of this reservation, the information known to the State shall include only that information in the possession of the State as of the Date of Lodging of this Decree; and

e. Claims for damages for injury to, destruction of, or loss of natural resources, including, but not limited to, the reasonable costs of assessing such injury, destruction or loss

resulting from wastewater discharges from HSD's POTW pursuant to CERCLA §107(a), 42 U.S.C. § 9607(a), or Oil Pollution Act § 1002(b)(2), 33 U.S.C. § 2702(b)(2).

105. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the POTW, whether related to the violations addressed in this Decree or otherwise.

106. Nothing in this Decree shall be construed to limit the authority of EPA to obtain information from any person, including HSD, pursuant to CWA § 308, 33 U.S.C. § 1318.

107. Nothing in this Decree shall be construed to limit the State from exercising its police powers in response to evidence indicating that HSD is, by itself or in combination with other sources, presenting an imminent and substantial endangerment to the health or welfare of any person.

108. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of HSD shall not be cause for extension of any required compliance date in this Decree.

109. Nothing in this Decree limits the rights or defenses available to any Party under CWA § 309(e), 33 U.S.C. § 1319(e), in the event that the laws of the State, as currently or hereafter enacted, may prevent HSD from raising the revenues needed to comply with this Decree.

110. This Decree does not limit or affect the rights of HSD, the United States, or the State against any third party not a party to this Decree, nor does it limit the rights of any third party not a party to this Decree against HSD, except as otherwise provided by law.

XVIII. GENERAL PROVISIONS

111. This Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations, including, but not limited to, CWA §§ 307 and 402, 33 U.S.C. §§ 1317 and 1342. HSD is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and HSD's compliance with this Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Decree, warrant or aver in any manner that HSD's compliance with any aspect of this Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251 *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

XIX. RETENTION OF JURISDICTION

112. The Court shall retain jurisdiction over this case, the subject matter of this action, and over the parties until termination of this Decree for the purpose of resolving disputes arising hereunder; entering orders modifying this Decree pursuant to Sections XV (Dispute Resolution) and XX (Modification) of this Decree; or effectuating or enforcing compliance with the terms of this Decree.

XX. MODIFICATION

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

114. Any disputes concerning modification of this Decree, as it is defined in Section V (Definitions), shall be resolved pursuant to Section XV (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 94, the party seeking the modification

of the Decree bears the burden of demonstrating that it is entitled to the requested modification in accordance with Fed. R. Civ. P. 60(b).

XXI. TERMINATION

115. After HSD complies with all of its obligations under this Decree, including, but not limited to: (a) all requirements set forth in Section VI (Compliance Requirements) of this Decree; (b) payment of the civil penalties for the alleged violations of CWA § 301, 33 U.S.C. § 1311, *et seq*., and any interest accrued; (c) payment of the stipulated penalties for alleged violations of the 1999 Decree and any interest accrued; and (d) after HSD has achieved satisfactory compliance with the terms and conditions of its NPDES Permit, the CWA, and applicable State laws governing water pollution control and water quality for a period of at least one year, then HSD may serve upon the United States and the State, consistent with Section XII (Notices) of this Decree, a Request for Termination of this Decree stating that HSD has satisfied the requirements above, together with all necessary supporting documentation.

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

117. If the United States, after consultation with the State, does not agree that the Decree may be terminated, HSD may invoke Dispute Resolution under Section XV of this Decree. However, HSD shall not seek Dispute Resolution of any dispute regarding termination under

Paragraph 92 (Informal Dispute Resolution) of Section XV (Dispute Resolution) of this Decree until ninety (90) Days after service of its Request for Termination.

XXII. PUBLIC COMMENT

118. The Parties agree and acknowledge that final approval by the United States and entry of this Decree by this Court are subject to the requirement of 28 C.F.R. § 50.7, which provides for notice of the lodging of this Decree, opportunity for public comment, and the consideration of any public comment. The United States reserves the right to withhold or withdraw its consent to this Decree if any comment regarding the Decree discloses facts or considerations that indicate the proposed settlement is inappropriate, improper, or inadequate. HSD consents to the entry of this Decree without further notice and agrees not to withdraw from or oppose entry of this Decree by the Court or to challenge any provision of the Decree, unless the United States has notified HSD in writing that it no longer supports entry of the Decree.

XXIII. INTEGRATION

119. This Decree, its Appendices, and the approved Final LTCP that shall be developed hereunder, constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersede all prior agreements and understandings, whether oral or written. Other than the Appendices that are attached to and incorporated in this Decree, and the Final LTCP that shall be developed and approved under 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.

XXIV. APPENDICES

120. The following appendices are attached to and incorporated into this Decree:

Appendix A	Requirements for HSD's Phase One Post-Construction Compliance Monitoring Program
Appendix B	Final Long Term Control Plan Requirements and Schedule
Appendix C	Requirements for HSD's Sewer Overflow Response Plan (SORP)
Appendix D	Firm Pumping Capacities of HSD's Sewer System Pump Stations
Appendix E	Outfall 022 Disinfection System Implementation
Appendix F	State Supplemental Environmental Project

121. In the event of a conflict between any provision in the Decree and any provision of an Appendix, the provision of the Decree shall control.

XXV. AUTHORIZATIONS AND SERVICE

122. Each undersigned representative of HSD, the Deputy Assistant Attorney General of the Environment and Natural Resources Division of the United States Department of Justice, EPA, the Indiana Attorney General, and IDEM certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind the Party he or she represents to this document.

123. This Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

124. HSD agrees to accept service of process by mail with respect to all matters arising under or relating to this Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court, including, but not limited to, service of summons.

XXVI. FINAL JUDGMENT

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

_____

United States District Judge

THE UNDERSIGNED PARTY enters into this CONSENT DECREE in this action captioned *United States and the State of Indiana v. Sanitary District of Hammond*, (N.D. Ind.) ( ).

FOR THE UNITED STATES OF AMERICA

DATE: 1-26-17 By: _____

BRUCE S. GELBER
Deputy Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
Washington, DC 20530

DATE: 2-3-2017 By: _____

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Hammond, IN 46320
(216) 937-5681

THE UNDERSIGNED PARTY enters into this CONSENT DECREE in this action captioned *United States and the State of Indiana v. Sanitary District of Hammond*, (N.D. Ind.) ( ).

DATE: 2/2/17

ROBERT A. KAPLAN
Acting Regional Administrator
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, IL 60604

DATE: 2/1/17

NICOLE CANTELLO
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Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this CONSENT DECREE in this action captioned *United States and the State of Indiana v. Sanitary District of Hammond*, (N.D. Ind.) ( ).

DATE: 1-30-17

MARK POLLINS
Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

DATE: 1/30/17

SUSHILA NANDA
Senior Attorney Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

THE UNDERSIGNED PARTY enters into this CONSENT DECREE in this action captioned *United States and the State of Indiana v. Sanitary District of Hammond*, (N.D. Ind.) ( ).

FOR THE STATE OF INDIANA

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

DATE: 1/31/2017

BRUNO L. PIGOTT
Commissioner
Indiana Department of Environmental Management
100 North Senate St.
P.O. Box 6015
Indianapolis, IN 46206

Approved as to form and legality:

DATE: 1/31/2017

ELIZABETH ADMIRE
Attorney
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P.O. Box 6015
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DATE: February 1, 2017

PATRICIA ORLOFF ERDMANN
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Office of the Indiana Attorney General
402 W. Washington Street
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Indianapolis, IN 46204

THE UNDERSIGNED PARTY enters into this CONSENT DECREE in this action captioned *United States and the State of Indiana v. Sanitary District of Hammond*, (N.D. Ind.) ( ).

FOR THE SANITARY DISTRICT OF HAMMOND, INDIANA

DATE: 1/24/17

By: _____
Name

PRESIDENT, SANITARY DISTRICT BOARD OF COMMISSIONERS
Title

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix A

Requirements for HSD's Phase One Post-Construction Compliance Monitoring Program

Consent Decree in
United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix A
Requirements for HSD's Phase One Post-Construction Compliance Monitoring Program

ASSESSMENT OF COMPLIANCE WITH CSO EVENT-BASED PERFORMANCE CRITERIA USING COLLECTION SYSTEM MODELING

The Phase One Post-Construction Compliance Monitoring Program (Phase One PCCMP) is limited to an initial evaluation of the performance of the 32 MG CSO storage basin located at Outfall 022, including the disinfection system that HSD shall install under the Decree. This basin eliminated the need for the Johnson, Sohl, and Columbia CSO Outfalls by diverting these flows to the CSO basin located near Columbia Avenue (referred to here and in the Decree as the 1999 Decree CSO Control Measures). This basin shall overflow via CSO Outfall 022 no more than four (4) times/year during the typical rainfall year, as required by Paragraph 20 in the Decree. The Johnson Avenue and Sohl Avenue CSO Outfalls have been eliminated and removed from HSD's NPDES Permit. The Columbia Ave CSO Outfall has been removed from HSD's NPDES Permit because it has been closed with a valve; if this CSO discharges, it would be considered unauthorized and would need to be reported as an unauthorized overflow pursuant to HSD's NPDES Permit.

As of the Date of Lodging of this Decree, HSD has completed the following four tasks, all of which are necessary to conduct the Phase One PCCMP:

- construction of a force main to divert flows from the Johnson and Sohl CSO Outfalls to the CSO storage basin;
- construction of a force main to divert flows from the Columbia CSO Outfall to the CSO storage basin;
- commencement of operation of the 32 MG CSO storage basin, overflow structure, and dewatering facilities; and
- installation of level sensing instrumentation at the basin.

To proceed with the Phase One PCCMP, HSD must also install flow monitoring instrumentation on the Johnson CSO pump station discharge piping and disinfection system equipment. Consistent with this Decree, this instrumentation and equipment shall be installed and operating by no later than April 1, 2017, and HSD shall begin implementing this Phase One PCCMP by no later than April 1, 2017 for the 32 MG Storage Basin and April 1, 2018 for the Outfall 022 Disinfection System.

This Phase One post-construction compliance performance analysis will be carried out using HSD's current Collection System Model, which includes both its hydrologic and

hydraulic modeling and has been developed, calibrated, and validated as part of the modeling efforts to size the CSO basin.

HSD will submit the following reports to EPA and IDEM as part of the Phase One PCCMP:

- Phase One Initial Model Validation/Calibration Report;
- Phase One Model Re-Calibration Report (if re-calibration of the Collection System Model is necessary);
- Phase One Post-Construction Compliance Monitoring Report;

At the conclusion of the Phase One PCCMP, HSD will be required to develop and implement a Supplemental Compliance Plan if the basin's Typical Year performance does not meet the required Performance Criteria in Paragraph 20 of the Decree.

1. Initial Data Collection after Implementation of Phase One CSO Control Measures

Now that the 1999 Decree CSO Control Measures have Achieved Full Operation, HSD shall update its Collection System Model to reflect the characteristics of the 1999 Decree CSO Control Measures as built, as well as any other changes or improvements made to the Sewer System and WWTP that have been implemented since the Collection System Model was last updated.

Further, HSD shall determine whether the 1999 Decree CSO Control Measures are initially performing as required by the Performance Criteria in Paragraph 20 of the Decree. HSD shall collect precipitation data, CSO flow data, and CSO activation data from the basin (CSO Outfall 022) during a Phase One Post-Construction Compliance Monitoring Period, which shall extend for a minimum period of twelve (12) months, or until such time as sufficient rainfall events and discharge data have been collected to allow adequate evaluation of the basin's performance. Adequate evaluation of the basin's Typical Year performance will require HSD to have collected sufficient data to validate the performance of the portion of its Collection System Model that simulates the performance of the portion of its collection system tributary to the basin.

HSD shall collect rainfall data using a rain gauge network installed, maintained, and operated consistent with current industry practice. Basin overflow data (activations, flow rates and volumes), flow into the basin, volume in the basin, total flow to the WWTP, and flow at any other points HSD determines are necessary to allow adequate validation or recalibration of the model shall be collected using appropriate permanently installed and properly calibrated flow monitoring equipment. Rainfall and basin discharge data shall be collected, reviewed, and utilized in accordance with current industry data quality assurance practices, and all such data management activities shall be fully documented.

2. Validation of Model — Initial Effort

HSD will utilize the rainfall and CSO activation data collected during the Initial Data Collection period as described above to verify the current state of calibration of its Collection System Model by carrying out a continuous simulation of the entire Phase One Post-Construction Compliance Monitoring Period. In particular, HSD shall use wet weather events producing at least 3 MG volume of flow into the storage basin for Validation and as necessary, Recalibration. The Collection System Model shall be considered to be adequately calibrated and validated if all of the following are achieved in the continuous simulation of the entire Phase 1 Post Construction Compliance Monitoring period:

- The continuous simulation produces the same overflow events (same number of activations occurring on the same dates) at CSO Outfall 022 as observed and documented by field monitoring activities (taking into account typical model variability when considering events involving overflow volumes less than 3 MG);

- The continuous simulation displays adequately similar CSO Outfall 022 overflow start and peak dates/times, adequately similar overflow hydrograph shape, and adequately similar overflow durations to those observed and documented by field monitoring activities (taking into account typical model variability when considering events involving overflow volumes less than 3 MG);

- The continuous simulation displays adequately similar hydrographs for total flow to the WWTP;

- The continuous simulation displays adequately similar beginning-of-fill times and stored volume hydrographs for the CSO basin;

- The volume of flow into and through the WWTP, the peak hourly flow rate into and through the WWTP, the volume of flow into the basin, and the peak hourly flow rate into the basin are each individually within +/-15% of those observed and documented by field monitoring activities, for each event in which flow into the basin exceeds 3 MG;

- The sum of all event flow volumes into the WWTP, the sum of all event peak hourly flow rates into the WWTP, the sum of all event volumes of flow into the basin, and the sum of all event peak hourly flow rates into the basin are each within +/-10% of those observed and documented by field monitoring activities, each summed across all events in which flow into the basin exceeds 3 MG;

- The simulation volume of flow and peak hourly flow rate at other individual calibration locations are within +/- 20% of that observed and documented by field monitoring activities during each overflow event for the majority of calibration locations; and

- The simulation volume of flow and peak hourly flow rate at other individual calibration locations are within +/- 20% of that observed and documented by field monitoring activities during each overflow event for the majority of calibration locations.

3. Phase One Initial Model Validation Report

HSD shall prepare a Phase One Initial Model Validation Report (1) documenting its Initial Data Collection efforts and Initial Validation effort and the results and (2) identifying the need for recalibration of the Collection System Model (if necessary) and the degree of recalibration needed. HSD shall submit the report to EPA and IDEM for review and approval pursuant to Sections XII (Notices) and XIII.A. (Review and Approval of Submissions) of the Decree. **If EPA and IDEM determine that the Collection System Model is validated as described above, HSD shall, with the Agencies' written approval of this Report, proceed to Step 5 below.**

If EPA and IDEM determine that the continuous simulation does not meet the criteria described in Paragraph 2 above, then HSD shall indicate in the Phase One Initial Model Validation Report the degree to which recalibration is necessary ("Minor Failure to Validate" versus "Major Failure to Validate"), and shall describe in detail its intended approach to recalibration using the procedures provided in Paragraph 4 below. The extent of recalibration necessary will depend on the severity of the deviation between the modeled activations/volumes and those monitored during the initial Phase One Post-Construction Compliance Monitoring Period. A less severe deviation will be termed a Minor Failure and a more severe deviation will be termed a Major Failure. EPA's and IDEM's review of this issue will be decided on a case-by-case basis.

In general, a Minor Failure to Validate is any one or more of the following:

- One or more of the volume of flow into and through the WWTP, the peak hourly flow rate into and through the WWTP, the volume of flow into the basin, and the peak hourly flow rate into the basin are each within +/-15 — 25 % of those observed and documented by field monitoring activities, for more than 10% of the events in which flow into the basin exceeds 3 MG;

- One or more of the sum of all event volumes of flow into the WWTP, the sum of all event peak hourly flow rates into the WWTP, sum of all event volumes of flow into the basin, and the sum of all event peak hourly flow rates into the basin are each within +1- 10 — 15% of those observed and documented by field monitoring activities, each summed across all events in which flow into the basin exceeds 3 MG;

- +/- 20-30% difference between measured and simulated volume of flow or peak hourly flow rate at the majority of other calibration locations for the majority of events in which flow in excess of 3 MG is directed to the basin, or overall for all such events;

- Dissimilar overflow start and peak dates/times, significantly different hydrograph shapes, or dissimilar overflow durations at Outfall 022 for more than one discharge event; or

- Dissimilar basin start-to-fill or peak volume dates/times, significantly different basin stored volume hydrograph shapes for more than one event.

In general, a Major Failure to Validate is any one or more of the following:

- Any difference in the number of activations for CSO Outfall 022 (taking into account typical model variability when considering events involving overflow volumes less than 3 MG);

- One or more of the volume of flow into and through the WWTP, the peak hourly flow rate into and through the WWTP, the volume of flow into the basin, and the peak hourly flow rate into the basin each exceed +/- 25 % of those observed and documented by field monitoring activities, for more than 10% of the events in which flow into the basin exceeds 3 MG;

- One or more of the sum of all event volumes of flow into the WWTP, the sum of all event peak hourly flow rates into the WWTP, sum of all event volumes of flow into the basin, and the sum of all event peak hourly flow rates into the basin each exceed +/- 15% of those observed and documented by field monitoring activities, <u>each summed across all events</u> in which flow into the basin exceeds 3 MG;

- Very dissimilar overflow start or peak dates/times, very different hydrograph shapes, or very dissimilar overflow durations for Outfall 022 for events in which the discharge volume exceeds 3 MG; or

- Very dissimilar beginning-to-fill start or peak volume dates/times, significantly different stored volume hydrograph shapes for the CSO basin.

4. <u>Model Recalibration Requirements (required if a Minor or Major Failure to Validate is identified)</u>

If the Collection System Model could not be initially validated, HSD shall recalibrate and validate it as follows:

a. If there is a Minor Failure to Validate Model:

In the case of a Minor Failure to Validate in the initial simulation, recalibration using the previously collected rainfall and activation data may allow for adequate re-calibration of the model. In such cases, HSD shall recalibrate using a minimum of three (3) storms collected during the Phase One Post-Construction Compliance Monitoring Period. HSD shall then validate the recalibrated model by re-running the entire Phase One Post-Construction Compliance Monitoring Period.

b. If there is a Major Failure to Validate Model:

In the case of a Major Failure to Validate, HSD shall collect additional precipitation, flow (added element for "major failure" conditions), and activation data so as to allow a technically sound recalibration and validation of all portions of the Collection System Model that failed the initial calibration/validation effort. HSD shall recalibrate the Collection System Model using a minimum of three (3) appropriate rainfall events from the data collected as described above in Paragraph 1. Once the Model is recalibrated, HSD shall then validate the recalibrated model by rerunning the data from the entire Phase One Post-Construction Compliance Monitoring Period described in Paragraph 1 above.

Once HSD determines that its Collection System Model has been adequately re-calibrated and validated, HSD shall prepare a Phase One Model Recalibration Report documenting its recalibration and validation efforts and results and shall submit this report to EPA and IDEM for review and approval pursuant to Sections XII (Notices) and XIII.A. (Review and Approval of Submissions) of the Decree (and with Agencies' written approval, proceed to Step 5 below).

5. Use of Calibrated and Validated Collection System Model to Evaluate the 1999 Decree CSO Control Measures' Post-Construction Performance

HSD shall test the 1999 Decree CSO Control Measures' typical year performance relative to established Performance Criteria by using the validated Collection System Model to simulate system performance for the pre-established "Typical Year." **If, in the Typical Year continuous run, the predicted number of overflows is at or below four (4) overflows per year, then the 1999 Decree CSO Control Measures shall be considered to have met the specified Performance Criteria. In considering the results of the Typical Year simulation, no minimum overflow volume shall be applied.**

If the Typical Year continuous simulation produces more than four (4) overflows per year from the CSO basin (Outfall 022), then the 1999 Decree CSO Control Measures shall be considered not to have met the specified Performance Criteria.

6. Phase One Post-Construction Compliance Monitoring Report

As provided in Paragraph 23 of the Decree, HSD shall complete all monitoring by April 1, 2018 for the 32 MG Storage Basin and by April 1, 2019 for the Outfall 022 Disinfection System, or, upon HSD’s written request, such additional time as EPA and IDEM approve for HSD to obtain the data necessary to complete modeling and monitoring. Within 30 days of completing the monitoring activities, HSD shall document in detail all of its monitoring and modeling activities and its analyses of system performance, as required by Paragraph 5 above, in a Phase One Post-Construction Compliance Monitoring Report, to be submitted to EPA and IDEM for review and approval pursuant to Sections XII (Notices) and XIII.A. (Review and Approval of Submissions) of the Decree.

HSD should consider including the following recommended data elements in the Phase One Post-Construction Compliance Monitoring Report for determining the

effectiveness of 1999 CSO Control Measures or the Outfall 022 Disinfection System, as appropriate:

- Facility name and city;
- Submittal mailing address, contact name;
- Name of wastewater treatment facility normally receiving sewage;
- NPDES permit number;
- Monitoring period;
- Duration of monitoring program;
- Surface water(s) affected by the discharge(s);
- Identification of basic approach (*i.e.*, Presumption Approach, Demonstration Approach) and identification of the criteria under the Presumption Approach (if selected) in the LTCP to verify the effectiveness of CSO controls;
- Description of method(s) used to evaluate the effectiveness of CSO controls;
- The CSOs and areas within the CSS that were monitored *(e.g.*, outfall identification number, location in CSS that includes all flows into a Sewershed) and rationale for their selection *(e.g.*, outfalls discharging the most frequently from previous observations, outfalls in sensitive areas, simple or complex system);
- Identifying representative overflows;
- Event duration for each outfall for each day;
- WWTP influent flow for each day at a designated monitoring point in MGD;
- Operational problems that reduced the capabilities of the POTW or the delivery/treatment system including natural or man-made disasters, power outages, equipment breakdown or malfunction, biological problems, inadequate capacity because of antecedent conditions (previous rainfall, snowmelt, elevated groundwater and so on);
- Peak influent flow rate entering the WWTP at a designated monitoring point in MG;
- Peak influent design flow;
- Chlorine residuals (max chlorine dose, chlorine residual in final effluent);

- Event discharge from each overflow or approved representative overflow in MG and as metered/measured or estimated;

- For models used, a description of the model(s) selected for the project and the data that were used to calibrate and validate the model(s); and

- All data points required to evaluate and optimize the performance and operation of the disinfection system installed at the basin, as identified in Appendix E of the Decree.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix B

Final Long Term Control Plan Requirements and Schedule

Consent Decree in
United States of America and the State of Indiana
v. the Sanitary District of Hammond (N.D. Ind.)

Appendix B
Final Long Term Control Plan Requirements and Schedule

The Consent Decree requires HSD to submit a Final LTCP to implement Final LTCP Control Measures for its entire Sewer System. HSD's LTCP is referred to in the Consent Decree and this Appendix as the Final Long Term Control Plan or Final LTCP.

HSD's Final LTCP shall be developed and implemented in accordance with EPA's Combined Sewer Overflow Control Policy, 59 Fed. Reg. 18,688 (April 19, 1994) ("EPA CSO Control Policy"), and other relevant documents as stated below.

The Final LTCP relies upon existing data and information gathered and developed by HSD prior to the lodging of the Consent Decree. Further, all Final LTCP Control Measures in the Final LTCP that are implemented under the Consent Decree shall be in addition to and integrate with the CSO basin project and other measures required under the 1999 Consent Decree. The LTCP requirements in this Appendix reflect, and are tailored to, these circumstances. The purpose of this Appendix is to provide a detailed "road map" for HSD's preparation of the Final LTCP. The Final LTCP shall comply with this Appendix and any applicable requirements of EPA's CSO Control Policy.

As a part of the Final LTCP submitted pursuant to the requirements of this Appendix, HSD must demonstrate that, taken together, all prior data (if it is used) and all new data are sufficiently representative for the purposes such data are being used.

The Final Long Term Control Plan must contain the following Sections/Studies/ Reports:

1) Public and Regulatory Agency Participation;
2) Sensitive Areas/Stream Reach Characterization and Evaluation Study (SRCES) Report;
3) Sewer System Characterization
4) Receiving Stream & Sewer System Modeling Program;
5) Financial Capability Assessment; and
6) Final LTCP Control Measures Identification and Implementation Schedule

HSD has provided certain sections of the Final LTCP to EPA and IDEM. If HSD contends that resubmission of any Section/Study/Report of its Final LTCP previously submitted to EPA and IDEM is unnecessary because that previously submitted Section/Study/Report complies with all of the applicable requirements set forth below in this Appendix B, then HSD's Superintendent shall certify that each of the criteria relevant to the particular Section/Study/Report, as set forth below, has been satisfied by HSD by its previous submission. The certification shall provide as follows:

> "I certify under penalty of law that to the best of my knowledge and belief [identify the particular Final LTCP Section/Study/Report] dated [insert date on the document] and the information contained therein or accompanying [such Final LTCP Section/Study/Report], which was submitted to EPA and IDEM on [insert date], contains all of the information, analysis, and discussion required by Appendix B, Section [citation to the relevant Section] and therefore complies with Appendix B, Section [citation to the relevant Section]."

If the Superintendent cannot personally certify as to HSD's compliance, then the Superintendent shall certify as the official having supervisory responsibility for the person(s) who, acting under his/her direct instructions and direction, made the verification that the particular Section/Study/Report of the Final LTCP fully complies with the applicable requirements contained in the relevant section of this Appendix B.

HSD shall include with the certification a table listing each applicable requirement in the relevant section of Appendix B for the particular Section/Study/Report and a corresponding cross-reference citing the page where the information, analysis, or discussion required by Appendix B may be found in the previously submitted Section/Study/Report.

A. Public and Regulatory Agency Participation

The Participation Program shall include, at a minimum, the features described below.

The Participation Program shall include the means by which HSD shall make information pertaining to completing the Final LTCP available to the public for review.

The Participation Program shall include the means by which HSD shall solicit comments from the public about completing the Final LTCP.

The Participation Program shall include transcribed public hearings at meaningful times during the process of completing the development of the Final LTCP to provide the public with information and to solicit comments from the public regarding the components of the Final LTCP.

The Participation Program shall include HSD's consideration of comments provided by the public as HSD completes the development of its Final LTCP.

The Participation Program shall include measures that HSD shall employ to ensure that EPA and IDEM are kept informed of HSD's progress in completing the development of its Final LTCP, including scheduling periodic meetings with EPA and IDEM at meaningful times during the Final LTCP development process (for example when major milestones are met). To the extent the public participation program is ongoing or incomplete at the time of entry of this Decree, HSD shall regularly submit reports to EPA and IDEM summarizing the public comments received throughout implementation of the Participation Program as part of its Quarterly Reports required by Paragraph 84 of the Decree.

B. Sensitive Areas/Stream Reach Characterization and Evaluation Study (SRCES) Report

The SRCES Report shall include the following information, which may be based in part on existing data and information from HSD's previous work on its original LTCP, provided that such existing data and information are of appropriate quality and reflect current conditions.

(1) Sensitive Areas The SRCES Report shall include the identification of "Sensitive Areas" as defined by the U.S. EPA's Combined Sewer Overflow (CSO) Control Policy, 59 Fed. Reg. 18,688 (April 19, 1994). Identification and characterization of Sensitive Areas shall include: (i) inquiries to appropriate state and federal agencies (to identify endangered or threatened species habitat, designated outstanding waters, and aquatic sanctuaries); (ii) survey activities to identify potentially impacted drinking water sources, including areas downstream of the Receiving Waters; and (iii) an evaluation of recreational uses, including primary contact activities, such as swimming, wading, water skiing, and personal watercraft usage. The SRCES Report shall also evaluate the impact of HSD's CSO Discharges, Bypasses, and Bypass Discharges on any identified Sensitive Areas.

The SRCES Report shall also include a summary and analysis of human health alerts; swimming advisories; fish consumption advisories; fish kill events; and spill events that occur during the study period and those that occurred during the previous five (5) years.

The SRCES Report shall identify pollutant parameters of concern (any parameter listed as causing impairments for the relevant waterbodies according to USEPA 303(d) list, or any parameter that HSD has reason to believe has a significant measure of water quality impacts in the evaluation of CSO Discharges, Bypasses, and/or Bypass Discharge controls). The SRCES Report shall include, at a minimum, the features described below.

(2) Water Characterization/Description The SRCES Report shall include an investigation of the characteristics of the receiving stream's watershed(s), which should include each watershed directly impacting the receiving stream within HSD's service area, as well as those watersheds impacting each upstream reach. This investigation should include, but not be limited to, topographic and soils characteristics; drainage areas and their characteristics; land uses and population information; point and non-point sources; and precipitation patterns within the watershed(s). The SRCES Report shall include a detailed characterization of all watersheds directly tributary to the Receiving Waters within HSD's service area, and an appropriate characterization of all watersheds tributary to the Receiving Waters upstream of HSD's service area. This effort shall include the development of map(s) which indicate watershed boundaries, watershed characteristics such as those described above, and major point sources (including all of HSD's CSO Discharge points, other point source Discharges, and Sewer System and WWTP Discharge points).

The SRCES Report shall include a detailed characterization of: (i) current Receiving Waters quality and conditions; (ii) the impacts of point and nonpoint sources within HSD's service area on Receiving Waters quality and conditions; and (iii) an appropriate characterization of upstream impacts on the Receiving Water. Receiving Water information considered shall include

water and sediment quality data and biological data. Point sources within HSD's service area shall include all of HSD's CSO Discharge points, Bypass Discharge points, and Sewer System and WWTP Discharge points. Non-point sources shall include agriculture, septic systems, landfills, and other non-point storm water sources.

The SRCES Report shall include an evaluation of the adequacy of existing precipitation data; CSO, Bypass, and Bypass Discharge data; other point source Discharge volume and quality data; existing hydrologic and water quality monitoring data; other existing stream condition assessments; and past modeling efforts to satisfy the SRCES Report requirements. The adequacy of existing data shall also be evaluated for suitability to support development of the Hydraulic Model and the Water Quality Model (collectively the "Models") required pursuant to Section D, and the Final Long Term Control Plan required pursuant to Section E of this Appendix.

Based on the evaluation of existing data and information, HSD shall identify and collect all additional monitoring data needed to satisfy the SRCES Report requirements and adequately support development of the Models and the Final LTCP. HSD shall provide a detailed description of how the existing data, and any additional monitoring conducted as part of the SRCES Report, shall satisfy the SRCES Report requirements and support development of the Models and the Final LTCP.

To the extent it is relied upon in performing the SRCES Report, all existing data and any newly-collected data on precipitation, source and stream flow, discharge quality, and water quality data shall be consistent with the requirements of U.S. EPA's "Combined Sewer Overflows: Guidance For Monitoring and Modeling" (1999) and "Combined Sewer Overflows: Guidance for Long Term Control Plan" (1995).

HSD shall incorporate all appropriate and relevant data previously gathered on CSO Discharges, Bypasses, and Bypass Discharges, and water quality to be analyzed as part of the SRCES Report. Such data shall include, but not be limited to: carbonaceous biochemical oxygen demand; dissolved oxygen; total suspended solids; nitrogen species; phosphorus; fecal coliform; and *E. coli*. The data shall specifically address the identification of toxic pollutants of Industrial User origin which have the potential for a Discharge from HSD's Sewer System. Identification and characterization of such pollutant parameters of concern may require, if not already completed by HSD, Industrial User Discharge, Sewer Systems, CSO Discharge, Bypass, and Bypass Discharge, sampling for specific pollutant parameters, and/or for whole effluent toxicity.

CSO Discharge monitoring shall include monitoring at HSD's most representative CSO Discharge points, based upon volume and frequency of Discharge; monitoring at CSO Discharge points impacted by Industrial User Discharges; and monitoring at such other CSO Discharge points as necessary to allow adequate characterization of all of HSD's CSO Discharges. HSD may include appropriate, previously gathered monitoring results to satisfy this requirement.

The SRCES Report shall include the use of an appropriate data management system, including existing systems, to organize, analyze, and report the data collected as part of the SRCES Report to satisfy the SRCES Report requirements, and support development of the Models and the Final LTCP.

The SRCES Report shall include the use of an appropriate quality assurance and quality control program to ensure that the accuracy and reliability of data collected as part of the SRCES Report shall satisfy the SRCES Report requirements, and to support development of the Models and the Final LTCP.

C. Sewer System Characterization

HSD shall demonstrate a detailed understanding of the current conditions of the Sewer System and receiving waters in its Final LTCP. The Characterization Program shall: (i) establish the baseline physical and operational attributes of its existing Sewer System and WWTP; (ii) monitor Sewer System flows, CSO Discharges, Bypasses, and Bypass Discharges; and (iii) collect any additional data needed to facilitate the development, calibration, and validation of the modeling required pursuant to Section D of this Appendix.

The Characterization Program shall include all appropriate and relevant assessments, including previous assessments, of: (i) the characteristics and physical attributes of the existing Sewer System and WWTP, and (ii) the adequacy, completeness, and accuracy of the existing precipitation data and groundwater elevation data. These items shall be assessed with respect to the ability to support development of the Models and the Final LTCP. These assessments shall include, at a minimum, an assessment of the following information:

- Physical characteristics and attributes of HSD's Sewer System (these shall include system configuration; pipe composition, diameter, shape, length, slope, elevation, age, and interior surface condition (*i.e.*, representative friction coefficients); regulator, manhole, and other appurtenances, shapes, sizes, elevations and interior condition; pump station capacities and characteristics);

- CSO Discharge, Bypasses, and Bypass Discharge flow and quality data;

- WWTP's flows and flows within HSD's Sewer System;

- Stream flow, level, and water quality monitoring data, as needed to supplement that which is included in the SRCES Report;
- An estimation of the Inflow and Infiltration ("I/I") to the Sewer System;

- Groundwater monitoring data;

- Precipitation monitoring data for locations throughout the areas served by HSD's Sewer System and at the WWTP; and

- Data acquisition needed to adequately support the development of the Models and the Final LTCP.

The data collected as part of the SRCES Report required by Section B of this Appendix, and the data collection required as part of the Characterization Program under this Section C of

this Appendix, are intended to be complementary, and not duplicative. All data used in the development of the Model and the Final LTCP shall be consistent with U.S. EPA's "Combined Sewer Overflows: Guidance for Monitoring and Modeling" (1999), U.S. EPA's "Combined Sewer Overflows: Guidance for Long Term Control Plan" (1995), 40 C.F.R. Part 136, and good engineering practice.

The Characterization Program shall include digitized map(s) which: (i) illustrate the configuration and location of all major trunk sewers, force mains, interceptors, pump stations, siphons, and other major appurtenances (and, to the extent practical, include the size of the sewers so mapped), and (ii) indicate the locations of all prior and proposed monitoring.

The Characterization Program shall include the development of schematic(s) which illustrate the relationship between all of the major components of the Sewer System mentioned above.

The Characterization Program shall include a showing that representative CSO Discharge Outfalls for any additional CSO Discharge flow and quality have been monitored, and that sufficient precipitation data and CSO Discharge flow and quality data have been obtained to allow appropriate characterization of Discharge frequency, volume, duration, and pollutant loads for a reasonable range of precipitation events (of varying durations and return frequencies) for each Outfall. Selection of CSO Outfalls for monitoring shall be based upon the following: (i) expected volume and frequency of Discharge; (ii) proximity to Sensitive Areas in the receiving waters; (iii) likelihood of Discharges of toxic pollutants resulting from Industrial Users; (iv) coverage of major land use/types within HSD's service area; and (v) potential to function as interceptor relief points. HSD shall prioritize its CSO Discharge monitoring at the CSO Discharge points based upon activation, volume, and frequency of Discharge; CSO Discharge points impacted by Industrial User Discharges; and at such other CSO Discharge points as necessary to allow adequate characterization of all of HSD's CSO Discharges. Discharge monitoring shall include monitoring of Discharges from any areas of the WWTP from which Bypass Discharges have occurred in the past.

HSD shall show that the Characterization Program includes the collection of activation data on all CSO Discharge Outfalls, using simple methods such as chalking, blocks, bottle boards, or simple level sensors for those CSO Outfalls not equipped with temporary or permanent flow monitoring equipment.

HSD shall show that the Characterization Program includes use of sufficient numbers of appropriately located recording rain gauges (or a combination of rain gauges and Doppler radar) to allow accurate characterization of rainfall amounts in all areas served by HSD's Sewer System.

HSD shall show that the Characterization Program includes use of appropriate data management systems to organize, analyze, and report the data collected as part of the Monitoring Program to ensure that the data supports the development of the Models and the Final LTCP.

HSD shall show that the Characterization Program includes the use of appropriate quality assurance and quality control programs to ensure the accuracy and reliability of data collected as

part of the Monitoring Program, to ensure that the data shall support the development of the Models and the Final LTCP.

D. Receiving Stream & Sewer System Modeling Program

HSD's Receiving Stream & Sewer System Modeling Program shall include revised models for the collection system, including the Hydraulic Model and Water Quality Model, to aid in the identification of a range of potential water pollution treatment/control alternatives and to evaluate the impacts of such alternatives on the water quality of the receiving streams and the operation of the Sewer System. Prior to HSD submitting its Phase Two Post-Construction Compliance Monitoring Program for approval by EPA and IDEM, the Final LTCP shall represent modeling for its collections system, and shall include, at a minimum, the features described below.

1. Updated Hydraulic Model to reflect the current collection system configuration;
2. Updated Hydrologic model to reflect current levels of imperviousness;
3. Updated model to better predict wet weather flows from customer communities;
4. Flow Monitoring data at all CSO Outfalls, WWTP Outfalls, and Bypass Discharge points for recent events;
5. Model re-calibration to recent events to within +/- 20% of peak flow and total volume; and
6. Model verification to an independent set of flow monitoring data.

HSD shall use a Hydraulic Model in conjunction with the Water Quality Model for the development of its Final LTCP. In addition, HSD shall use a Hydraulic Model to develop and implement operation and maintenance procedures and to establish priorities for, and evaluate the impacts of, proposed system modifications and upgrades. HSD shall also use the Hydraulic Model, or other appropriate engineering analyses, to assess the hydraulic capacities of the pump stations serving the Separate Sewer System, and major sewers within the Separate Sewer System, and to identify whether those identified capacities are currently insufficient, or are expected to become insufficient, under future conditions (which shall include Sewer System modifications proposed by the Final LTCP). The evaluation of Separate Sewer System capacities is to assure that future Separate Sewer System characteristics shall be consistent with the Final LTCP Control Measures that HSD shall propose in its Final LTCP.

HSD's Modeling Program shall include the refinement and expansion (as necessary) of the Water Quality Model to be used in conjunction with the Hydraulic Model to complete its development of the Final LTCP.

At a minimum, the Water Quality Model shall be capable of: (i) accurately modeling water quality in the receiving waters, under existing and future predicted conditions, during an appropriate range of both dry and wet weather conditions, and across an appropriate range of river flows; (ii) assessing the impacts on water quality (both absolute and relative to other sources) of CSO Discharges, Bypass Discharges, and Discharges from the WWTP under those ranges of conditions; and (iii) assessing the changes in CSO Discharges, Bypass Discharge, and the WWTP's Discharge impacts expected to occur following implementation of the various Final LTCP Control Measures that HSD shall evaluate to complete development of its Final LTCP.

As part of the Modeling Program, HSD shall prepare and submit to EPA and IDEM for review and approval in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of the Decree, a Plan of Study to be used as a protocol for developing the update to the Collection System and Water Quality Models, which shall include a review of the Water Quality Model documented in *Hydrodynamic & Water Quality Modeling of the Grand Calumet and Little Calumet Rivers* (HNTB, 1996). This document includes: (i) a description of the Water Quality Model; (ii) specific attributes, characteristics, and limitations of the Water Quality Model; (iii) identification of all input parameters, constants, assumed values, and expected outputs; (iv) identification of input data; (v) configuration of the Water Quality Model; (vi) procedures and protocols for performance of sensitivity analyses (*i.e.*, how the Water Quality Model responds to changes in input parameters and variables); (vii) procedures for calibrating the Water Quality Model using actual water quality monitoring and river flow data; (viii) procedures to verify the Water Quality Model's calibration using actual water quality monitoring and river flow data; and (ix) an expeditious schedule for the development and utilization of the Water Quality Model.

The Plan of Study shall also include: (i) a review of the SWMM collection system model calibrated in 1995; (ii) a review of sewer improvements and model updates completed since 1995; (iii) a plan to update and recalibrate the existing MOUSE collection system model to replicate current conditions; and (iv) any other information HSD has developed that has been used to update and refine the Water Quality Model since 1997.

E. Final Long Term Control Plan

On June 5, 2015, HSD submitted to EPA and IDEM a revision to its 1997 LTCP ("2015 Draft LTCP"). As of the Date of Lodging of the Decree, EPA and IDEM have exchanged with HSD two sets of comments to the 2015 Draft LTCP. By March 1, 2018, HSD shall submit its Final LTCP to EPA and IDEM, for review and approval in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of the Decree. The Final LTCP shall provide for the construction and implementation of all WWTP and Sewer System improvements and other measures necessary to: (i) ensure that CSO Discharges from all CSO Outfalls comply with the technology-based and water quality-based requirements of the CWA, state law and regulation, and HSD's applicable NPDES Permit; and (ii) eliminate Bypasses from the WWTP consistent with 40 C.F.R. § 122.41(m) and 327 Ind. Admin. Code 5-2-8(11). The Final LTCP shall build upon, and integrate the results of the SRCES Report, the Characterization Program, and the Modeling Program for the WWTP and Sewer System. The Final LTCP shall include, at a minimum, the features described below.

The Final LTCP shall include an evaluation and screening of an appropriate range of alternatives for eliminating, reducing, or treating CSO Discharges from the Combined Sewer System and Bypasses (consistent with the Bypass conditions in 40 C.F.R. § 122.41(m) and 327 Ind. Admin. Code 5-2-8(11)). This screening shall result in the identification of an appropriate list of alternatives for further evaluation. This further evaluation shall consider the costs, effectiveness (in terms of overflow volume reduction), pollutant-loading reductions and frequency, regardless of water quality impacts and the water quality improvements of the appropriate list of alternatives. In performing the evaluation, HSD shall use the results of the SRCES, the Characterization Program, and the Hydraulic Model and Water Quality Model.

(1) Alternatives Analysis HSD's Final LTCP shall include an alternative analysis which shall identify, assess, and select alternatives for the Final LTCP. HSD shall give the highest priority to controlling overflows to Sensitive Areas (as defined in Section B(1) of this Appendix). HSD's Final LTCP shall prohibit new or increased overflows to Sensitive Areas. HSD's Final LTCP shall, where possible and where doing so does not provide less environmental benefit than additional treatment, eliminate or relocate overflows that Discharge to Sensitive Areas. Where relocation or elimination of an overflow to a Sensitive Area has been proven not to be physically possible or economically feasible, or would provide less environmental benefit than additional treatment, HSD's Final LTCP shall provide for additional treatment as is necessary to meet water quality standards for full protection of all designated and existing uses.

As part of the Alternatives Analysis, HSD shall evaluate potential upgrades to the basin that discharges to CSO Outfall 022, including, but not limited to, disinfection of discharges from the basin and expansion of the capacity of the basin. In conducting this analysis, HSD may show how IDEM's Non-Rule Policy Document 016-Water (NPD-016) applies to the flow from CSO Outfall 022.

The alternatives evaluated as part of the Final LTCP shall include, at a minimum: (i) taking no-action; (ii) complete sewer separation; (iii) partial separation of various portions of the Combined Sewer System; (iv) installation of various sizes of storage or equalization basins at HSD's WWTP and/or in the Sewer System; (v) construction of increased treatment capacities at the existing WWTP; (vi) construction of additional facilities (such as high rate treatment or ballasted flocculation facilities) for providing primary treatment or better than primary treatment of Discharges from CSO Outfalls; (vii) construction of new intercepting sewers from the Sewer System to the WWTP; (viii) construction of facilities for providing disinfection (and dechlorination, if necessary) of CSO Discharges pursuant to NPD-016; (ix) construction of facilities for removing floatables from CSO Discharges; (x) construction of relief sewers; (xi) relocation of CSO Outfalls; (xii) implementation of pretreatment measures to reduce flows and/or pollutants discharged into the Sewer System from Industrial Users; and (xiii) construction and/or implementation of combinations of these alternatives.

For each alternative or combination of alternatives evaluated as part of the Final LTCP, HSD's assessment shall include, at a minimum, an evaluation of the technical feasibility and applicability of each alternative or combination of alternatives at each CSO Outfall or grouping of CSO Outfalls for which a Final LTCP Control Measure has already not been selected. The alternatives must also consider options for reducing untreated discharges from any collection basin in HSD's system, including, but not limited to, disinfection of discharges from any basin and expansion of any basin's capacity.

For each alternative or combination of alternatives evaluated as part of the Final LTCP and through the aforementioned screening process that is found to be technically feasible and applicable, HSD's assessment shall include an evaluation of a range of sizes of each alternative or combination of alternatives that shall:

- Provide capture and/or treatment, on a Typical Year basis, of a range of combined storm

and sanitary wastewater flows, including 75%, 85%, 90%, 95% and 100% or an equivalent range of capture rates; and

- Reduce the number of untreated CSO Discharge events to a specified range, including 0, 1-3, 4-7, and 8-12 events per Typical Year.

For each alternative or combination of alternatives evaluated as part of the Final LTCP, HSD's assessment shall include a determination of the estimated project costs, as that term is described on pages 3-49 through 3-51 of EPA's Combined Sewer Overflows Guidance for Long-Term Control Plan, EPA Doc. 832-B-95-002, September 1995, for each alternative or combination of alternatives. The determination of the estimated project costs shall include:

- Capital costs, annual operation and maintenance costs, and life cycle costs, as those terms are described on pages 3-49 through 3-51 of EPA's Combined Sewer Overflows Guidance for Long-Term Control Plan; and

- An itemization of the capital costs and annual operation and maintenance costs used to determine the total project costs for each separate component of each alternative or combination of alternatives.

For each alternative or combination of alternatives evaluated in depth as part of the Final LTCP, HSD's assessment shall include an evaluation, using the results of the SRCES Report and the Water Quality Model, of the expected water quality improvements in the Receiving Waters that shall result from implementing each alternative or combination of alternatives. The evaluation shall include, at a minimum, an analysis of the improvement in each pollutant of concern in that Receiving Water; the change to the number of CSOs; and reductions in the number of gallons of untreated and treated overflows controlled by the alternative(s).

For each alternative or combination of alternatives evaluated as part of the Final LTCP, HSD shall evaluate green infrastructure measures to reduce flow discharged to the Sewer System and to the WWTP. Using a knee-of-the-curve analysis, HSD shall evaluate how the green infrastructure measures compare to gray infrastructure measures in controlling discharges on a cost per gallon basis. This Alternatives Analysis shall identify any selected Final LTCP Control Measures which use green infrastructure to meet the requirements set forth in this Appendix.

For each alternative or combination of alternatives evaluated as part of the Final LTCP, HSD's assessment shall include information, in the form of charts, graphs, and maps, on the impact of the alternatives or combination of alternatives on environmental justice ("EJ") areas and populations, as determined by EPA's Environmental Justice Geographic Assessment Tool. For each alternative or combination of alternatives assessed by HSD, HSD shall discuss the impact of the remaining discharge(s) on EJ areas and populations in relation to areas and populations not designated as EJ.

For each alternative or combination of alternatives evaluated as part of the Final LTCP, HSD's assessment shall include: (i) cost information (capital, operations and maintenance, and life cycle or Present Worth costs); (ii) a cost-performance analysis, such as a knee-of-the-curve

analysis, for each alternative or combination of alternatives that shall allow for the comparison of the costs for the reduction in CSO Discharge events; (iii) and the preferred alternative. The preferred alternative shall compare the costs for: (a) the associated expected water quality improvements; (b) the reduction of CSO Discharge, Bypass, and Bypass Discharge volume; (c) the reduction in CSO Discharge, Bypass, and Bypass Discharge events; and/or (d) the reduction in pollutant loading from CSO Discharge, Bypass, and Bypass Discharge events.

The Final LTCP shall include a recommended alternative that identifies Final LTCP Control Measures and an implementation schedule in accordance with this Appendix to ensure compliance with the technology-based and water quality based requirements of the CWA, state law and regulation, and HSD's NPDES Permit.

(2) Financial Capability Assessment HSD shall submit a Financial Capability Assessment ("FCA") as part of its Final LTCP. The FCA shall include an evaluation of HSD's financial capability to fund the selected alternative or combination of alternatives, including an analysis of: (i) median household income/total project cost per household; (ii) per capita debt as a percent of full market property value; (iii) property tax revenues as a percent of full market property value; (iv) property tax collection rate; (v) unemployment rate; (vi) current and projected residential, commercial and industrial user fees; (vii) bond rating; (viii) bond capacity for the next twenty (20) years; (ix) grant and/or loan eligibility and availability; (x) other viable funding mechanisms and sources of financing; and (xi) other factors which may be applicable to the financial evaluation. The financial capability assessment must concur with EPA guidance "Combined Sewer Overflows Guidance for Financial Capability Assessment and Schedule Development," EPA Doc. 832-B-97-004, February 1997.

(3) Final LTCP Control Measures Identification and Implementation Schedule HSD shall submit its Final LTCP Control Measures and Implementation Schedule as part of the Final LTCP in a table that describes each individual Final LTCP Control Measure. The table shall include: (i) a description/location of each Final LTCP Control Measure; (ii) which CSO(s) the measure controls; (iii) Design Criteria for each Final LTCP Control Measure that identifies the type and size of the control structure that will be built; (iv) Performance Criteria for each Final LTCP Control Measure that includes the expected discharge frequency of associated CSO Outfalls during a Typical Year; and (v) any other Performance expectations for the control measure. The Final LTCP will also include a description of how each Final LTCP Control Measure will be evaluated and/or measured and how those results will be reported. The Implementation Schedule shall include an expeditious schedule for the design, construction, and implementation of all measures described in Section E of this Appendix. If it is not possible for HSD to design and construct all measures simultaneously, the Final LTCP shall include a phased schedule based on the relative importance of each measure, with highest priority being given to eliminating Discharges to Sensitive Areas and to those projects which most reduce the discharge of pollutants. The schedule shall specify critical construction milestones for each specific measure, including dates for competing designs, commencing construction, completing construction, and achieving full operation.

(4) Phase Two Post-Construction Compliance Monitoring Program HSD shall submit its Phase Two Post-Construction Compliance Monitoring Program as part of the Final LTCP. The

Phase Two Post-Construction Monitoring Program shall include a post-construction compliance monitoring program (referred to in the Decree as the Phase Two PCCMP) that shall be used to assess the effectiveness of the selected and completed Final LTCP Control Measures. The Phase Two Post-Construction Compliance Monitoring Program must be adequate to: (1) measure compliance with water quality standards and protection of designated uses; (2) ascertain whether the projects are meeting the Performance and Design Criteria established under the Final LTCP and provide a procedure to achieve compliance if the Performance and Design Criteria are not met initially; and (3) evaluate the impacts of any residual Discharges on the water quality in the receiving streams. The Phase Two Post-Construction Compliance Monitoring Program shall be consistent with the EPA CSO Control Policy and shall involve the following:

1. During each CSO event in the Sewer System, HSD shall obtain at least one grab sample of the effluent discharged from each CSO Outfall during the first thirty (30) minutes of the CSO and at intervals determined by HSD, but no less than every two (2) hours during the duration of the event. The sample collected shall be obtained from the end of pipe of each specified CSO Outfall prior to the CSO entering the receiving stream. If the end of pipe is not reasonably accessible, then the sample shall be collected at the accessible manhole on the CSO Outfall line nearest the inaccessible/obstructed CSO Outfall location. In any event, each sample collected shall be representative of the Discharges from that CSO Outfall prior to entering the receiving stream;
2. Concurrent with each required CSO sample collected, as described in (1) above, HSD shall collect at least one grab sample at a point that is representative of the water quality upstream and downstream of each CSO that is being sampled within one hour of the time that the specific CSO is being sampled, if it is during daylight hours and conditions are safe for sampling personnel, otherwise HSD will take samples as soon as it is safe to do so;
3. Collection of adequate rainfall, flow, and CSO activation data for a period of one year;
4. Use of that collected data to validate the accuracy of HSD's then-current Collection System model, and, if necessary, recalibration of said model;
5. Use of the validated/recalibrated Collection System model to simulate the performance of HSD's collection system for the HSD's Typical Year; and
6. Comparison of the Typical Year performance with the Performance Criteria for each approved Final LTCP Control Measure, to include any flow to the WWTP in excess of the maximum capacity of the WWTP identified in HSD's then-applicable NPDES Permit.

HSD shall submit to EPA and IDEM, consistent with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of the Decree, a written Phase Two Post-Construction Compliance Monitoring Report ("Phase Two PCCMP Report") within sixty (60) Days of completing the Phase Two Post-Construction Compliance Monitoring Program. Consistent with Paragraph 29.b of the Decree, if the results of the Phase Two Post-Construction Compliance Monitoring Program do not demonstrate compliance with the Performance Criteria for the number of overflow events in a Typical Year, or the overflows that occurred during the post-construction compliance monitoring period do not meet water quality-based requirements at the point of

discharge, then within ninety (90) Days of submitting the Phase Two PCCMP Report, HSD shall submit to EPA and IDEM for review and approval, in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of the Decree, a Supplemental Compliance Plan that sets forth the additional measures and/or actions that HSD shall implement to achieve compliance with the Performance Criteria and water quality based requirements and a schedule for implementing those measures and/or actions. Upon approval by EPA and IDEM, HSD shall implement the approved Supplemental Compliance Plan in accordance with the schedule specified therein.

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Appendix C

Requirements for the Sewer Overflow Response Plan (SORP)

Appendix C
Requirements for the Sewer Overflow Response Plan (SORP)

1. As of the Date of Lodging of this Consent Decree, HSD has a program for preventing and responding to Property/Basement Backups and other releases from the Sewer System within the City of Hammond at points other than from Outfalls authorized by HSD's NPDES Permit. Under this Consent Decree, HSD shall supplement its existing program within the City of Hammond to create a comprehensive Sewer Overflow Response Plan (SORP). HSD's SORP shall incorporate the concepts contained in the SORP Table of Contents and SORP model (Attachments 1 and 2), HSD's current Basement Backup Form (Attachment 3), Flood Protection Program SOP (Attachment 4), and Flood Program informational material (Attachment 5). HSD's SORP shall be considered complete if it complies with the requirements below and contains the following elements.

2. By no later than 180 days after the Effective Date, HSD shall submit to EPA and IDEM in accordance with Section XIII.A of the Decree (Review and Approval Procedures) a Statement of Sanitary Sewer System Ownership and Operation specifically describing which entity (either HSD or the City of Munster) owns and operates the sanitary sewers and other wastewater collection or conveyance equipment that is located within the City of Munster. This Statement shall include a statement from the City of Munster concurring with the information contained therein.

3. By no later than four (4) months after the Effective Date of this Decree, HSD shall submit to EPA and IDEM, for review and approval pursuant to Section XII.A of this Decree (Review and Approval Procedures), its SORP, which shall include elements (a) through (l), below:
    a. The following elements contained in or related to HSD's Basement Backup Form, included as Attachment 3:
        i. A methodology for categorizing and documenting the causes of SSOs, CSS releases, and Building Back-ups for incorporation into existing Data Stream systems. HSD's current Basement Backup Form and requirement to report CSS Releases and SSOs to IDEM shall qualify for this provision if integrated into HSD's GIS sewer complaint records;
        ii. A description of HSD's CSS Release and SSO reporting procedures. HSD shall include the forms and process used for CSS Release and SSO data collection; and
        iii. Standard methods for estimating the volume of sewage released from the Sewer System to a property during a Property/Basement Backup.

b. The following elements contained or related to HSD's Flood Program SOP, included as Attachment 4:
    i. A description of HSD's procedures for responding to Building/Property Backups, CSS Releases, and SSOs as provided in HSD's Flood Protection Program SOP, including the timeframe within which HSD must respond; the clean-up measures to be taken for Building/ Property Backups; and all measure(s) taken (such as a backflow preventer and/or grinding pump installation program) to correct or repair conditions in the Sewer System that caused, or is causing or contributing, to Building/Property Backups;
    ii. A description of the process and decision points for sewer overflow reporting procedures and processes, as provided in HSD's Flood Protection Program SOP included as Attachment 4;
    iii. A plan to provide annual training to Sewer System's staff that covers SORP implementation and procedures for documenting customer complaints; responding to basement backup complaints; and reporting CSS Releases and SSOs to EPA and IDEM in a timely fashion as required by the Permits. The plan shall include how HSD will identify the personnel who need to receive each type of training and how HSD will track who has been trained;
    iv. Incorporation of GIS mapping of Property/Basement Backup, CSS Releases, and SSOs within the Sewer System, record retention by HSD's Sewer Department, and asset management software to track all work orders and routine sewer maintenance; and
    v. Incorporation of reactive investigation into overflow response and reporting procedures, including inspection techniques such as closed circuit televising if the cause(s) is (are) not readily determined of Sewer Segments in which a CSS Release or an SSO has occurred to determine the causes(s) of the blockage as soon as reasonably possible.

c. HSD shall include a vigorous approach to providing prompt notice to the public (*e.g.*, through the local news media or other means, including signs posted or barricades to restrict access, CSO activity maps published on HSD's website, and opt-in system of receiving notification by email) of a CSS Release or an SSO where the public may come into contact with such Release or SSO, and a description of actions that HSD will take to promptly provide such notice (during normal business hours and off-hours);

d. For Building/Property Backups and overflows, HSD shall publicize how building and property owners can report backups, including a description of HSD's methods for communicating with customers about how to report Building/Property Backups or overflows, as currently provided by allowing property owners to report basement backups or overflows through HSD's main number, which directs them to the property extension to report an overflow or backup;

e. HSD shall include a discussion of how it will communicate information to building occupants and property owners on the risks associated with backups and how to safely and effectively cleanup or obtain clean up services, as provided in HSD's form letter detailing cleanup instructions and risks associated with coming into contact with wastewater provided as Attachment 5;
f. HSD shall submit to EPA and IDEM, for review and approval under Section XIII.A of this Decree (Review and Approval Procedures), a Phase II Flood Reduction Measures study, by January 1, 2018, the purpose of which is to identify alternatives to minimize Building/Property Backups by implementing flood reduction measures in a cost effective manner;
g. Plan to respond to and halt SSOs as rapidly as technically feasible consistent with safety and legal requirements, and employ SSO mitigation measures whenever appropriate;
h. HSD shall include a written inspection procedure and backup power operational response procedures for HSD's collector pump stations and any other critical components that are constructed in the future;
i. HSD shall provide provisions for schedules and planning related to the removal of roots in the Sewer Segments to prevent blockages as needed via saw cutting or other procedures implemented by HSD for control of roots in Sewer Segments (*e.g.*, chemical, mechanic, or hydraulic);
j. HSD shall specify provisions for cleaning and inspecting sewer pipes beginning January 2017 as provided in Attachment 6 (HSD Sewer Inspection and Cleaning Schedule Protocol & Schedule). These provisions shall include:
    i. A process for identifying Sewer Segments that are "hot spots" where blockages have occurred on a repeat basis, and a schedule for more frequent cleaning of these areas and more frequent, proactive inspections using closed circuit television techniques to identify potential structural issues;
    ii. A schedule for inspecting all other pipes in the Sewer System every 3.5 years and a cleaning schedule based on observed conditions, with no less than 25 total miles cleaned annually;
    iii. A manhole inspection program that ensures that all manholes in the Sewer System are inspected for obvious structural defects in conjunction with sewer cleaning and further schedule for subsequent inspections as a function of observed conditions; and
    iv. A process for verifying that its inspections are effective in identifying Sewer System maintenance issues.

k. For all pump stations in the Sewer System within the City of Hammond:
   i. Back-up power and available portable generators, or a power outage response plan consistent with the Ten State Standards sufficient to operate all ancillary equipment and instrumentation necessary to prevent CSS Releases and SSOs; and

l. HSD shall complete an annual review of where CSS Releases, SSOs, and Building/Property Backups, have occurred during that year to identify areas having frequent discharges and to describe actions taken or that will be taken to address these areas.

4. HSD shall maintain a system to track CSS Releases and SSOs. For each CSS Release or SSO event, HSD shall report the location; description; cause(s) of SSOs, CSS Releases, and Building/Property Backups; and all actions taken by HSD related to the event.

5. Within thirty (30) days of receipt of EPA's and IDEM's approval of the SORP, HSD shall fully implement the approved SORP. All submissions to EPA and IDEM shall comply with Section XI of this Decree (Notices) and submissions shall be sent simultaneously to EPA and IDEM.

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Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 1

SORP Table of Contents

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Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 2

SORP Model

Village of Happy People
Sewer Overflow Response Plan (SORP)

Prepared By:

You or Your Engineer's Name
Address
Town Name, NY 12345
Voice: (518) 123-1234
Fax: (518) 123-1234

Approved On: _____, 2005

Amended On: _____

_____

Sewer System Owner:

Village of Happy People
301 Main Street
Happy People, NY 12345

Contact Persons:

Very Important, Mayor
(518) 123-1234

Hard Worker & Fair Supervisor
Water & Sewer Department
Superintendent
(518) 123-1234

Regulatory Agency To Report Sewer Overflow:

NYSDEC
Your
Regional Water
Manager's Address
Contact Person:
Inspector or RWM
Phone: (518) 123-1234
Fax: (518) 567-8910

NYSDOH
Your
Local Health Unit
Contact Person:
Inspector or
their boss
Phone: (518) 123-1234
Fax: (518) 567-8910

SORP Prepared By:

You or Your Engineer's
Name and Address
Address, NY 12345

Contact:
Author or Person doing Revisions
(518) 123-1234

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I. AUTHORITY

This Sewer Overflow Response Plan (SORP) is prepared pursuant to SPDES # NY 0000000, to facilitate proper incident reporting procedures outlined in 6 NYCRR Part 750-2 Operating in Accordance with a SPDES Permit, specifically 750-2.7 Incident Reporting.

II. GENERAL

The Sewer Overflow Response Plan (SORP) is designed to ensure that every report of a sewage overflow incident is immediately dispatched to the appropriate Village of Happy People Sewer Department personnel for confirmation. Quick response will minimize the effects of the overflow with respect to impacts on public health, beneficial uses and water quality of surface waters and on customer service. The SORP further includes provisions to ensure safety pursuant to the directions provided by the New York State Department of Environmental Conservation (NYSDEC) and that notification and reporting is made to the NYSDEC and New York State Department of Health (NYSDOH) when applicable. For purposes of this SORP, "confirmed sewage spill" is also sometimes referred to as "sewer overflow," "overflow," or "SSO." The effective date of this plan is _____, 2005.

A. Objectives

The primary objective of the SORP is to protect public health and the environment, satisfy regulatory agencies and waste discharge permit conditions which address procedures for managing sewer overflows, and minimize risk of enforcement actions against the Village of Happy People, sewer system owner.

Additional objectives of the SORP are as follows:

- Protect collection system personnel and wastewater treatment plant;
- Protect the collection system, wastewater treatment facilities, and all appurtenances; and
- Protect private and public property beyond the collection and treatment facilities.

B. Organization of Plan

The key elements of the SORP are addressed individually as follows:

Section III - Overflow Response Procedure
Section IV - Public Advisory Procedure
Section V - Regulatory Agency Notification Procedure
Section VI – Maintenance of SORP
Section VII - Appendices

III. OVERFLOW RESPONSE PROCEDURE

The Overflow Response Procedure presents a strategy for the Village of Happy People Water and Sewer Department to mobilize labor, materials, tools and equipment to correct or repair any condition, which may cause or contribute to an unpermitted discharge. The plan considers a wide range of potential system failures that could create an overflow to surface waters, land or buildings.

A. Receipt of Information Regarding an SSO

An overflow may be detected by Village employees or by others. The Village of Happy People is responsible to act based on received phone calls or reports on possible sewage overflow from the wastewater disposal system, and to provide immediate response to investigate and/or correct reported sewer overflow.

Generally, telephone calls from the public reporting possible sewer overflows are received at the public offices identified in Appendix D.

1. The telephone operator obtains all relevant information available regarding the overflow including:

    a. Time and date call was received;
    b. Specific location;
    c. Description of problem;
    d. Time possible overflow was noticed by the caller;
    e. Caller's name and phone number;
    f. Observations of the caller; and
    g. Other relevant information that will enable the Village Water and Sewer Department, to quickly locate, assess and stop the overflow.

    The telephone operator records initial information in the Sewage Overflow Report (Ref. Appendix A) and notifies Village Water and Sewer Department.

2. The Village Water and Sewer Department dispatches sewer maintenance personnel to confirm the overflow. Until verified, the report of a possible spill will not be referred to as a "sewer overflow."

    The Village Water and Sewer Department completes the Sewage Overflow Report (Ref. Appendix A) within 24 hours of the sewer overflow confirmation and provides the information orally to the NYSDEC.

    If the overflow will affect bathing areas during the bathing season, or public drinking water intakes, the Village shall notify the NYSDEC contact person and the NYSDOH contact person orally, within two hours of becoming aware of the discharge.

If the overflow results in a fish kill, notify the NYSDEC contact person within two hours of becoming aware of the discharge. The Village Water and Sewer Department Superintendent is responsible for reviewing, updating and signing the final Sewage Overflow Report. Sewage overflow response tracking protocol is summarized in Appendix C.

B. Dispatch of Sewer Maintenance Personnel to Site of Sewer Overflow

Failure of any element within the wastewater disposal system that threatens to cause or causes a SSO must trigger an immediate response to isolate and correct the problem. Personnel and equipment must be available to respond to any SSO locations. Additional maintenance personnel shall be "on call" in the event extra manpower is needed. Summary of Sewer Overflow Action Plan is included in Appendix C.

1. Dispatching Maintenance Personnel

   - When the Village of Happy People receives notification of a potential sewer overflow outlined in Section A, Village of Happy People Water and Sewer Department dispatches maintenance personnel with appropriate resources as required.

2. Maintenance Personnel Instructions

   - Dispatch maintenance personnel by telephone or radio. Assign and appropriate personnel, materials, supplies and equipment needed.

   - The telephone operator must verify that the entire message has been received and acknowledged by the maintenance personnel who were dispatched. All personnel being dispatched to the site of an SSO proceed immediately to the site of the overflow. Report any delays or conflicts in assignments immediately for resolution.

   - In all cases response maintenance personnel report their findings, including possible damage to private and public property, to the Village Water and Sewer Department Superintendent immediately upon making their investigation. If the Village Water and Sewer Department Superintendent has not received findings from the field crew within one (1) hour the Village Water and Sewer Department Superintendent contacts the response maintenance personnel to determine the status of the investigation.

3. Additional Resources

   The Village Water and Sewer Department Superintendent receives and conveys to appropriate parties requests for additional personnel, material, supplies, and equipment for maintenance personnel working at the site of a sewer overflow.

4. Preliminary Assessment of Damage to Private and Public Property

   The Village maintenance personnel shall use discretion in their actions as reasonably as they can. They must be aware that the Village of Happy People could face increased liability for any further damages inflicted to private property during such assistance. The Village maintenance personnel shall not enter private property for purposes of assessing damage unless authorized by the Village Water and Sewer Department Superintendent. The Village maintenance personnel shall take appropriate still photographs and/or video footage; if possible, of the sewer overflow impacted area in order to thoroughly document the nature and extent of impacts. Retain photographs for filing with the Overflow Report.

5. Field Supervision and Inspection

   - The Village Water and Sewer Department Superintendent visits the site of the sewer overflow to ensure that provisions of this Overflow Response Plan and other directives are met.

   - The Village Water and Sewer Department Superintendent is responsible for verbally notifying NYSDEC and NYSDOH within the specified time and submitting the Overflow Report to NYSDEC.

6. Coordination with Hazardous Material Response

   - Upon arrival at the scene of a sewer overflow, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected, the Village sewer maintenance crew shall immediately contact the Village Water and Sewer Department Superintendent for guidance before taking further action.

   - Should the Village Water and Sewer Department Superintendent determine the need to alert the hazardous material response team, the maintenance personnel awaits the contracted hazardous waste team response.

   - Contact the NYSDEC 24-hour Spill Hotline at 1-800-457-7362.

   - Upon arrival of the hazardous material response team, the Village sewer maintenance personnel takes direction from the person with the lead authority of that team. Only when that authority determines it is safe and appropriate for the Village sewer maintenance personnel to proceed under the SORP with the containment, clean-up activities and correction.

C. Overflow Correction, Containment, and Clean-Up

This section describes specific actions to be performed by the Village sewer maintenance personnel during a SSO.

The objectives of these actions are:

- To protect public health, environment and property from sewage overflows and restore surrounding area back to normal as soon as possible;
- To establish perimeters and control zones with appropriate traffic cones and barricades, vehicles or use of natural topography (e.g., hills, berms);
- To promptly notify the regulatory agency with preliminary overflow information and potential impacts;
- To contain the sewer overflow to the maximum extent possible including preventing the discharge of sewage into surface waters; and
- To minimize the Village of Happy People's exposure to any regulatory agency penalties and fines.

Under most circumstances, the Village of Happy People can handle all response actions with its own maintenance forces. They have the skills and experience to respond rapidly and in the most appropriate manner. An important issue with respect to an emergency response is to ensure that the temporary actions necessary to divert flows and repair the problem do not produce a problem elsewhere in the system.

Circumstances may arise when the Village of Happy People could benefit from the support of private-sector construction assistance. This may be true in the case of large diameter pipes buried to depths requiring sheet piling and dewatering should excavation be required. The Village of Happy People may also choose to use private contractors for open excavation operations that might exceed one day to complete.

1. Responsibilities of Village Sewer Maintenance Personnel Upon Arrival

   It is the responsibility of the first personnel who arrive at the site of a sewer overflow to protect the health and safety of the public by mitigating the impact of the overflow to the maximum extent possible. Should the overflow not be the responsibility of The Village of Happy People but there is imminent danger to public health, public or private property, or to the quality of waters of the state, then the Village Water and Sewer Department Superintendent takes prudent emergency action until the responsible party assumes responsibility and provides actions.

Upon arrival at a SSO, the Village sewer maintenance personnel performs the following:

- Determines the cause of the overflow, e.g. sewer line blockage, pump station mechanical or electrical failure, sewer line break, etc.;

- Identifies and requests assistance or additional resources to correct the overflow or to assist in determination of its cause;

- Takes immediate steps to stop the overflow, e.g. relieves pipeline blockage, manually operates pump station controls, repairs pipe, etc. Extraordinary steps may be considered where overflows from private property threaten public health and safety (e.g., an overflow running off of private property into the public right-of-way); and

- Requests additional personnel, materials, supplies, or equipment that will expedite and minimize the impact of the overflow.

2. Initial Measures for Containment

   Initiate measures to contain the overflowing sewage and recover where possible sewage, which has already been discharged, minimizing impact to public health or the environment.

   - Determine the immediate destination of the overflow, e.g. storm drain, street curb gutter, body of water, stream bed, etc.;

   - Identify and request the necessary materials and equipment to contain or isolate the overflow, if not readily available; and

   - Take immediate steps to contain the overflow, e.g., block or bag storm drains, recover through vacuum truck, divert into downstream manhole, etc.

3. Additional Measures Under Potentially Prolonged Overflow Conditions

   In the event of a prolonged sewer line blockage or a sewer line collapse, set up a portable by-pass pumping operation around the obstruction.

   - Take appropriate measures to determine the proper size and number of pumps required to effectively handle the sewage flow.

   - Implement continuous or periodic monitoring of the by-pass pumping operation as required.

   - Address regulatory agency issues in conjunction with emergency repairs.

4. Cleanup

   Clean sewer overflow sites thoroughly after an overflow. No readily identified residue (e.g., sewage solids, papers, rags, plastics, and rubber products) is to remain.

   - Whenever possible digital photos should be taken of the area before and after cleanup.

   - Where practical, thoroughly flush the area and clean of any sewage or wash-down water. Solids and debris are to be flushed, swept, raked, picked-up, and transported for proper disposal.

   - Secure the overflow area to prevent contact by members of the public until the site has been thoroughly cleaned.

   - Where appropriate, disinfect and deodorize the overflow site.

   - Where sewage has resulted in ponding, pump the pond dry and dispose of the residue in accordance with applicable regulations and policies.

   - If a ponded area contains sewage, which cannot be pumped dry, it may be treated with bleach. If sewage has discharged into a body of water that may contain fish or other aquatic life, do not use bleach. Contact the NYSDEC for specific instructions.

D. Sewage Overflow Report

The Sewer Overflow Report in Appendix A contains information which is required to be reported to NYSDEC and possibly to NYSDOH depending upon the nature of the spill.

If the overflow will affect bathing areas during the bathing season, or public drinking water intakes, the Village shall notify the NYSDEC contact person and the NYSDOH contact person orally, within two hours of becoming aware of the discharge.

If the overflow results in a fish kill, notify the NYSDEC contact person within two hours of becoming aware of the discharge.

The Village Water and Sewer Department Superintendent completes a Sewer Overflow Report (Ref. Appendix A). The Village Water and Sewer Department Superintendent promptly notifies the Village Office and NYSDEC when the overflow is eliminated. Information regarding the sewer overflow includes the following:

- Determination if the sewage overflow had reached surface waters, i.e., all overflows where sewage was observed running to surface waters, or there was obvious indication (e.g. sewage residue) that sewage flowed to surface waters; and

- Determination that the sewage overflow had not reached surface waters by describing conditions at the sewage overflow, which support this determination.

- Determination of the start time of the sewer overflow by one of the following methods:

  a. Date and time information received and/or reported to have begun and later substantiated by Village sewer maintenance personnel;

  b. Visual observation;

- Determination of the stop time of the sewer overflow by one of the following methods:

  a. When the blockage is cleared or flow is controlled or contained; or

  b. The arrival time of the Village sewer maintenance personnel, if the overflow stopped between the time it was reported and the time of arrival.

- Visual observations

  An estimation of the rate of sewer overflow in gallons per minute (GPM) by one of the following criteria:

  a. Direct observations of the overflow; or

  b. Measurement of actual overflow rate from the sewer main.

- Determination of the volume of the sewer overflow

- Photographs of the event, when possible.

- Assessment of any damage to the exterior areas of public/private property. Village sewer maintenance personnel shall not enter private property for purposes of estimating damage to structures, floor and wall coverings, and other personal property without authorization from the Village Water and Sewer Department Superintendent.

E. Customer Satisfaction

The Village Water and Sewer Department Superintendent follows up in person or by telephone with the entity who was reporting the overflow. The cause of the overflow and its resolution will be disclosed.

IV. PUBLIC ADVISORY PROCEDURE

This section describes the actions the Village of Happy People will take, in cooperation with the NYSDEC and/or NYSDOH, to limit public access to areas potentially impacted by unpermitted discharges of pollutants to surface water bodies from the wastewater collection system.

A. Temporary Signage

The Village of Happy People has primary responsibility for determining when to post notices of polluted surface water bodies or ground surfaces that result from uncontrolled wastewater discharges from its facilities. The postings do not necessarily prohibit use of recreational areas, unless posted otherwise, but provide a warning of potential public health risks due to sewage contamination.

The Village Water and Sewer Department Superintendent and Village elected official determine if posting of a confirmed overflow is necessary.

B. Other Public Notification

Should the posting of surface water bodies or ground surfaces subjected to a sewer overflow be deemed necessary by the Village Water and Sewer Department, the Village Water and Sewer Department Superintendent determines the need for further public notification.

V. REGULATORY AGENCY NOTIFICATION PLAN

The Regulatory Agency Notification Plan establishes procedures, which the Village of Happy People follows to provide formal notice to the NYSDEC as necessary in the event of a SSO.

Agency notifications will be performed in parallel with other internal notifications. Internal notification and mobilization of Village sewer maintenance personnel are established in Section III - Overflow Response Procedure.

Using data supplied during the verification process and updates from the maintenance personnel, the Village Water and Sewer Department Superintendent prepares initial and final Overflow Reports. Initial report will be provided orally to the NYSDEC and if necessary the local health department within either two (2) hours or 24 hours from the time the Village became aware of the SSO. If the overflow will affect bathing areas during the bathing season, or public drinking water intakes, the Village shall notify the NYSDEC contact person and the NYSDOH contact person orally, within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the NYSDEC contact person within two hours of becoming aware of the discharge.

Prepare and provide final report to the regulatory agency within five (5) days after the Village becomes aware of the overflow. Submit by mail. The Village Water and Sewer Department Superintendent is responsible for meeting the notification requirement. The Village Water and Sewer Department Superintendent prepares written notification to the appropriate regulatory agency of any confirmed overflows. The Village Water and Sewer Department Superintendent signs these notifications. The NYSDEC contact person may waive the written report requirement on a case-by-case basis if the oral report was received within the required time frame. Regardless of other notifications, a Report of Noncompliance form is required to be submitted with the monthly Discharge Monitoring Report.

A. Immediate Notification

If the overflow will affect bathing areas during the bathing season, or public drinking water intakes, the Village shall notify the NYSDEC contact person and the NYSDOH contact person orally, within two hours of becoming aware of the discharge.

If the overflow results in a fish kill, notify the NYSDEC contact person within two hours of becoming aware of the discharge.

Fax the initial and any updated Sewer Overflow Report to:

- **NYSDEC, Your Regional Water Manager or inspector and Address, NY 12345,**
  Attn: Your Regional Water Manager or inspector
  Telephone: (518) 123-1234
  Fax: (518) 567-8910

B. Secondary Notification

Village Water and Sewer Department Superintendent may contact other agencies, as necessary, as well as other interested and possibly impacted parties.

VI. MAINTENANCE OF SORP

The SORP will be reviewed on an annual basis. Possible amendments can include:

- Change in procedures
- Change in contact personnel
- Changes due to regulatory requirements

APPENDICES

Appendix A - Sanitary Sewer Overflow Report Form

Appendix B - Sewer Overflow Notice Plan Flow Chart

Appendix C - Sewer Overflow Response Tracking Protocol

Appendix D - List of Public Offices to Report Overflow

Appendix E - Suggested Criteria for Demonstrating How a Sewer Overflow was Unavoidable

Appendix F - Measures to Avoid Sewer Overflow

Appendix G - Overflow Descriptions and Required Notifications

Appendix A
SANITARY SEWER OVERFLOW REPORT FORM

1. General Information

a. SPDES # NY: _____

b. Name of collection system: _____

c. Authorized representative filing this form:

Name: _____

Title: _____

e-mail Address: _____

d. Type of filing report:
- ❑ Initial
- ❑ Final

e. Date of filing report:
- ❑ Initial _____
- ❑ Final _____

2. Oral Reporting of Overflow, Bypass or Upset

All releases of untreated or partially treated sewage require 24-hour oral notification except those that require 2-hour oral notification.

a. Overflow requiring 2-hour notification.
- ❑ Impact or closure of bathing area
- ❑ Impact or closure of public drinking water intake
- ❑ Results in fish kills
- ❑ Other: _____

b. Overflow requiring 24-hour notification.
- ❑ Gravity sewer manhole
- ❑ Pump station
- ❑ Treatment plant bypass

- ❑ Other

c. Oral report to DEC contact person.

Name: _____

Phone Number: _____

e-mail Address: _____

DEC Office: _____

Date of phone notification: ____/____/____

d. Oral report to local Health Department contact person.

Name: _____

Phone Number: _____

e-mail Address: _____

Health Department Office: _____

Date of phone notification: ____/____/____

3. Overflow Location and Description

a. Location

City/Town/Village:_____

Address or Landmark: _____

_____

_____

b. Discharge Location:

- ❑ Directly to receiving ground water
- ❑ Ground
- ❑ Receiving water via storm drain
- ❑ Building

c. Type of overflow

- ❑ Gravity sewer manhole
- ❑ Pump station
- ❑ Bypass at treatment plan
- ❑ Other _____

_____

4. Time of Overflow/Bypass Incident

- When did the incident begin? Date: ____/____/____

- Was the overflow/bypass event ongoing at the time of report: □ Yes □ No

If yes, how long is the incident expected to continue? _____

If no, when did event end? Date: ____/____/____ Time: _____

5. General Information about Overflow at this Location

a. Estimated volume of overflow released at time of report: _____

b. Method of estimating volume: _____

c. Estimated total volume of overflow released at end of incident: _____

d. Were digital photos taken: □ Yes □ No

e. Corrective measures taken:

- ❑ No action
- ❑ Removed blockage
- ❑ Repair pump station
- ❑ Other: _____

_____

_____

_____

f. Cause of overflow/bypass (select all those that apply):

- ❑ Rain
- ❑ Snow melt
- ❑ High ground water
- ❑ Other excessive flow
- ❑ Sewer system blockage or collapse
- ❑ Pump /lift station failure
- ❑ Other: _____

_____

_____

_____

g. Additional comment: _____

_____

_____

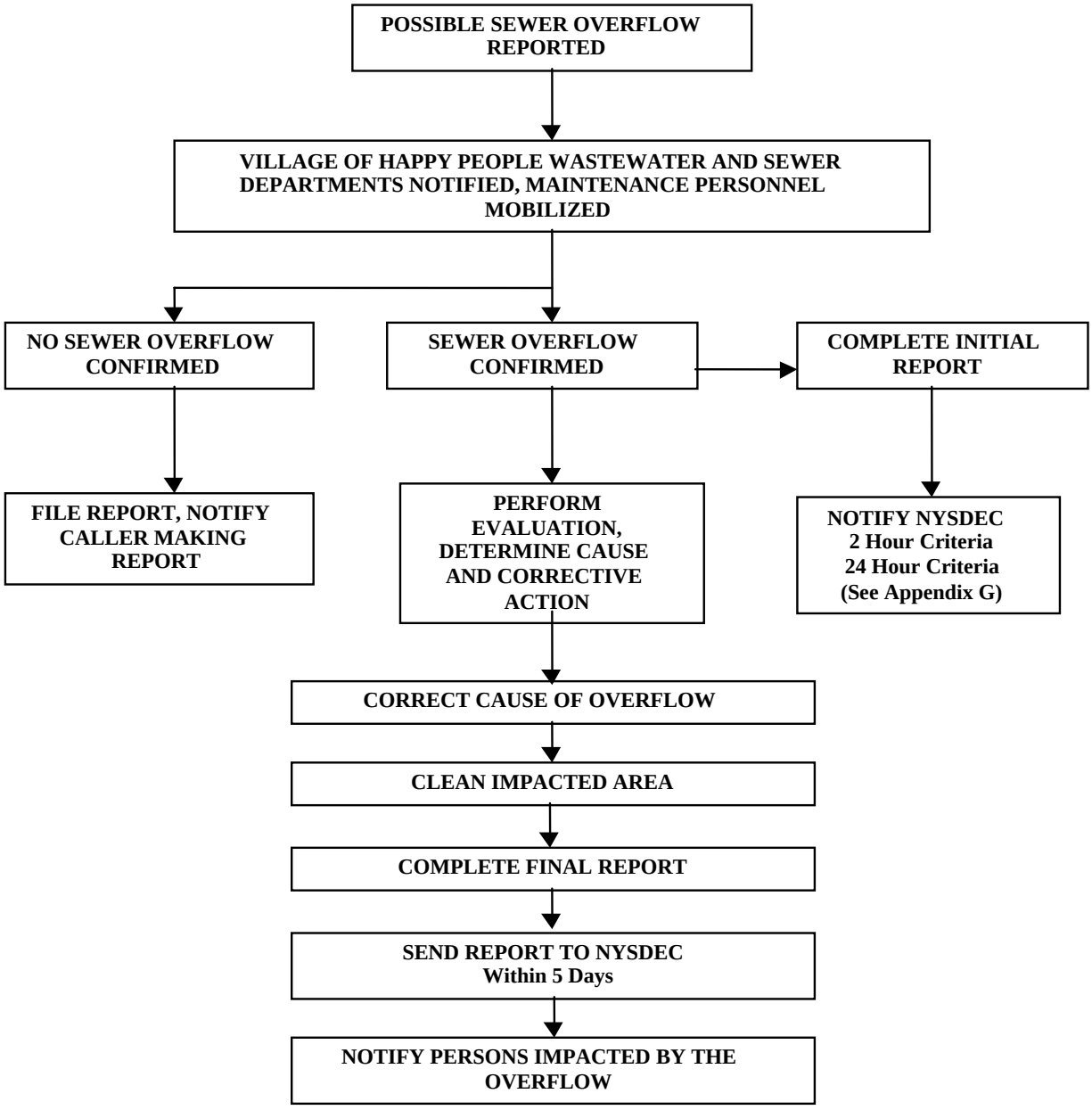
_____

_____

FIVE DAY WRITTEN INCIDENT REPORT

Complete the first five sections of this notification form and use the space below to include any additional information regarding the overflow. Include any steps taken or planned to prevent a recurrence. Submit this form to the regional DEC office within five days of becoming aware of the incident.

Appendix B
SEWER OVERFLOW NOTICE PLAN FLOW CHART – VILLAGE OF HAPPY PEOPLE WASTEWATER DISPOSAL SYSTEM



Appendix C
SEWER OVERFLOW (SSO) RESPONSE TRACKING PROTOCOL
VILLAGE OF HAPPY PEOPLE WASTEWATER DISPOSAL SYSTEM

Step	Event
1	Report of possible SSO received by a telephone operator
2	Telephone Operator enters received information into Sewer Overflow Report
3	Telephone Operator contacts Village Water and Sewer Department, which then deploys maintenance personnel to confirm reported SSO.
4	Maintenance personnel reports back to the Village Water and Sewer Department Superintendent reporting significance of the overflow.
5	Village Water and Sewer Department Superintendent completes initial Overflow Report. If the overflow will affect bathing areas during the bathing season, or public drinking water intakes, the Village shall notify the NYSDEC contact person and the NYSDOH contact person orally, within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the NYSDEC contact person within two hours of becoming aware of the discharge.
6	Within 5 days the Village of Happy People Water and Sewer Department Superintendent prepares final Overflow Report. Report is mailed to NYSDEC.
7	Data from Overflow Report are entered into a permanent record on file at the Village Water and Sewer Department.
8	Attach Report of Noncompliance to Discharge Monitoring Report

Appendix D
LIST OF PUBLIC OFFICES TO REPORT OVERFLOW – VILLAGE OF HAPPY PEOPLE WASTEWATER DISPOSAL SYSTEM

Contact Name	Telephone
Village Office	(518) 123-1234
Village Department of Water and Sewer Superintendent	(518) 123-1234
Village Wastewater Treatment Plant	(518) 123-1234
Fire Department	(518) 123-1234
Village Police	(518) 123-1234
NYSDEC	(518) 123-1234
NYSDOH	(518) 123-1234

Appendix E
SUGGESTED CRITERIA FOR DEMONSTRATING HOW A SEWER OVERFLOW WAS UNAVOIDABLE – VILLAGE OF HAPPY PEOPLE WASTEWATER DISPOSAL SYSTEM

SSO's can be demonstrated as unavoidable by showing the discharge meets each of the criteria 1 through 5.

1. The discharge resulted from a temporary, exceptional incident that was either:

   A. Necessary to prevent loss of life, personal injury, or severe property damage

   B. Beyond the reasonable control of the operator. Incidents beyond the reasonable control of the operator would include:

   - Exceptional acts of nature;
   - Third party actions that could not be reasonably prevented, including vandalism that could not be avoided by reasonable measures;
   - Blockages that could not be avoided by reasonable measures;
   - Unforeseeable sudden structural, mechanical, or electrical failure that could not be avoided by reasonable measures.

2. The discharge had no feasible alternative

3. The discharge was not caused by any of the following;

   A. Operational error,

   B. Improperly designed or constructed collection system facilities,

   C. Inadequate collection system facilities or components,

   D. The lack of appropriate preventive maintenance, or

   E. Careless or improper oversight

4. Steps to stop the discharge, address the source of the problem, and mitigate potential impacts from the discharge were taken as soon as possible after becoming aware of the release.

Appendix F
MEASURES TO AVOID SEWER OVERFLOW
VILLAGE OF HAPPY PEOPLE WASTEWATER DISPOSAL SYSTEM

A. Proper Collection System Maintenance and Operations Program

- Cleaning of pipes (grease, roots deposits)
- Sealing or maintenance for deteriorating sewers
- Remediation of poor/substandard construction (short term)
- Sewer replacement or rehabilitation program (long term)
- Proper maintenance and operations of pump stations
- Inspection of private laterals

B. New Wastewater Disposal System Construction

- Use latest technology and standards in constructing new wastewater disposal system improvements
- Perform proper construction inspection/quality assurance procedures

Appendix G
OVERFLOW DESCRIPTIONS AND REQUIRED NOTIFICATION

Overflows requiring 2-Hour Verbal Notification

- impact or closure of bathing area during bathing season (NYSDEC & NYSDOH)
- impact of closure of public drinking water intake (NYSDEC & NYSDOH)
- results in a fish kill (NYSDEC)

Overflows Requiring 24-Hour Notification (NYSDEC only)

- gravity sewer manhole
- pump station
- sewer siphon
- treatment plant bypass

NYSDEC

Your Regional Water Manager

Address Street
Ray Brook, NY 12345
Phone: (518) 123-1234
Fax: (518) 567-8910
Email ---@gw.dec.state.ny.us
After Hours: (518) 123-1234

NYSDOH

Your Local Health Unit
District Director, or
Inspector
Address Street
Address, NY 12345
Phone: (518) 123-1234
Fax: (518) 567-8910
email: ---@health.state.ny.us
After Hours: (518) 123-1234

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 3

HSD's Current Basement Backup Form

HAMMOND SANITARY DISTRICT
SEWER MAINTENANCE
COMPLAINT LOG

O/T C/O _____

TYPE OF STRUCTURE
D___B___MH___MN___
SY___ST___CO___

ORIGINATED:_____

Date:_____ Day:_____

TIME	REPORTED BY	ADDRESS	PHONE

NATURE OF COMPLAINT:

ASSIGNED TO	UNIT #	DATE ASSIGNED	DISPATCH TIME	ARRIVE TIME	COMPLETE TIME

INSPECTOR'S DEPOSITION:

CREW LEADER'S COMMENTS:

COMPLAINANT'S
SIGNATURE: DATE:

INSPECTOR'S INITIALS:_____ DATE:_____ CREW LEADER'S INITIALS:_____ DATE:_____

: Backup Due To Rain Fall _____ Yes _____ No

Basement _____ Yes _____ No

Overhead Plumbing _____ Yes _____ No

Physical Evidence of Backup _____ Yes _____ No

Depth of Backup _____ Puddle Around Floor Drain _____

Complainant Already Cleaned Up _____

Sewage _____ Clear Water _____

Backup Source: Floor Drain _____ Stairwell Drain _____ Sump Pit _____

Other _____

Seepage from Foundation: _____ Yes _____ No

Floor Drains Plugged _____ Yes _____ No

Stand Pipes Installed _____ Yes _____ No

Other Back Flow Devices _____ Yes _____ No (Hand Operated Gate Valve, Comb. Automatic Back Water Valve, Automatic Backup Check Valve)

Gutters Connected: _____ Yes _____ No

Does Resident Have Sump Pump _____ Yes _____ No

If Yes: Discharging into lateral line _____ Discharging Outside _____ Other _____

Was Manhole Inspected: _____ Yes _____ No _____ Buried

Was Manhole Up Upon arrival: _____ Yes _____ No

Are There Indications of Manhole Having Previously Been Up: _____ Yes _____ No If "Yes" Please Indicate

Water Marks On Barrel Walls _____ Surcharged _____ Water Up Above Main _____ Debris on Barrel Walls _____

Was given a "Property Owner's Guide To Floodproofing" _____ Yes _____ No

Inspector's Signature: _____ Date: _____

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Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 4

Flood Protection Program SOP

RESOLUTION 29-2014

A RESOLUTION BY THE BOARD OF SANITARY COMMISSIONERS OF THE SANITARY DISTRICT OF HAMMOND, LAKE COUNTY, INDIANA, AUTHORIZING THE FUNDING OF THE HAMMOND/MUNSTER HOUSEHOLD FLOOD PROTECTION PROGRAM

WHEREAS, the Sanitary District of Hammond recognizes the need to offer the Hammond/Munster Household Flood Protection Program; and

WHEREAS, the Sanitary District of Hammond has previously offered the Hammond Household Flood Protection Program via Resolution 1-1999 dated January 5, 1999 and Resolution 53-2000 dated September 19, 2000; and

WHEREAS, while the Sanitary District of Hammond has no legal obligation to compensate property owners for the installation of flood protection devices, the District wants to reduce basement flooding; and

WHEREAS, the Hammond/Munster Household Flood Protection Program is being implemented to assist eligible household in the mitigation of basement flooding; and

WHEREAS, the Sanitary District desires to fund 50 (fifty) percent of the "Hammond/Munster Household Flood Protection Program" as described in Attachment A to this resolution. The costs to implement this year of this program for the Sanitary District of Hammond is $35,000, as described in Attachment A; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Sanitary District of Hammond that the Board authorize an appropriation not to exceed $35,000 to begin implementation of the Hammond/Munster Household Flood Protection Program as described in Attachment A. Funding for this program will come from the Operations & Maintenance Fund 606.

PASSED AND ADOPTED BY the Board of Sanitary Commissioners of the Sanitary District of the City of Hammond, Indiana, this 10th day of June 2014 in regular meeting assembled.

Stanley J. Dostatni, President

Matthew J. Muta, Vice-President

Sam Dimopoulos, Member

Michael Dye, Member

Michael R. Hawkins Sr., Member

ATTEST: _____
Rachel Montes, Secretary

ATTACHMENT A

Hammond/Munster Household Flood Protection Program Outline

I.	Objective:	To reduce basement flooding in Hammond/Munster by offering limited financial assistance from the Hammond Sanitary District (HSD) to qualified households.
II.	Description of Program:	HSD will contribute $35,000 to fund this program for the current year. The program will run for the current year or until funds are exhausted and upon completion will be evaluated for further continuation. The financial assistance will be limited to the installation of standpipes or shutoff valves in eligible households. The program will contribute 50 (fifty) percent of the cost to install the appropriate flood protection device with a maximum program contribution of $500 per household.
III.	Guidelines:	To be eligible to participate in this program the household must have transmitted a complaint and be on the Hammond's Sewer Maintenance department's complaint database or the Town of Munster. The Sewer department/Town of Munster must verify that there is or has been a flooding problem at the household.
IV.	Implementation:	Once the Sewer department/Town of Munster has verified a problem the household will contact a licensed plumbing contractor, permitted to work in the City of Hammond/Town of Munster, to install the appropriate device. The household will be reimbursed (up to $500) for 50 (fifty) percent of the cost once the bill is submitted and the Sewer department/Town of Munster approves the work.
V.	Reporting:	The Sewer department/Town of Munster will track all progress and submit interim reports quarterly to the Board of Sanitary Commissioners, and a final report at the end of the year.

1. Verify that homeowner is on the list of previous back-ups \\osas-svr\NETWARE\vol1 on Hsd-fs1\USERS\COMMON\50-50 Back Up Program\RAIN EVENT PF MAY 11 2014.xls
2. Return the homeowner's phone call and explain the following procedures:
    a) Contact a licensed plumbing contractor, permitted to work in the City of Hammond/Town of Munster, to install a backflow prevention device.
    b) After the installation of the backflow prevention device, call the Sewer Dept. at 219-853-6405 to schedule an inspection of the installation.
    c) Once we receive the inspection report, we will call to schedule an appointment with the homeowner for the claim process. The homeowner must bring in the originals of the paid in full, final plumbing bill and the Hammond permit issued for the plumbing work. We will reimburse 50% of the cost, up to a maximum of $500.00. The claim process may take up to 60 days.
3. Once the claim information is collected from the homeowner, the payment status must be verified with the company who completed the work.
4. Once payment is verified, fill out the requisition form and attach all paperwork collected and turn in to the Business Manager for final review.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 5

Flood Program Informational Material

SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6412-13-14-88
FAX (219) 853-6321

January 15, 2015

Dear Sir/Madam,

Your address has been identified as having experienced a rain storm related sewer back-up several times in the past.

The Hammond Sanitary District has established a reimbursement program whereby the District will pay one-half (up to a maximum of $500) of the cost for the installation of a backflow prevention device. To be eligible, the device must be installed by a licensed plumber with the installation being confirmed and inspected by the Hammond Sanitary District.

If you are interested in participating in this program, please call the Sanitary District weekdays between 8:30 am to 4:30 pm at 219-853-6413 ext. 515.

HAMMOND SANITARY DISTRICT

SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6412-13-14-88
FAX (219) 853-6321

January 15, 2015

Dear Sir/Madam,

Your address has been identified as having experienced a rain storm related sewer back-up recently.

The Hammond Sanitary District has established a reimbursement program whereby the District will pay one-half (up to a maximum of $500) of the cost for the installation of a backflow prevention device. To be eligible, the device must be installed by a licensed plumber with the installation being confirmed and inspected by the Hammond Sanitary District.

If you are interested in participating in this program, please call the Sanitary District weekdays between 8:30 am to 4:30 pm at 219-853-6413 ext. 515.

HAMMOND SANITARY DISTRICT

SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6412-13-14-88
FAX (219) 853-6321

June 12, 2014

Dear Sir/Madam,

Thank you for your interest in the Hammond/Munster Household Flood Protection Program. As we discussed previously, there are certain requirements to be completed before the reimbursement will be approved.

a) Contact a licensed plumbing contractor, permitted to work in the City of Hammond/Town of Munster, to install a backflow prevention device.
b) After the installation of the backflow prevention device, call the Sewer Dept. at 219-853-6405 to schedule an inspection of the installation.
c) Once we receive the inspection report, we will call to schedule an appointment with you for the claim process. You must bring in the originals of the paid in full, final plumbing bill and the Hammond permit issued for the plumbing work. We will reimburse 50% of the cost, up to a maximum of $500.00. The claim process may take up to 60 days.

This program will be available until December 31, 2014, or until allotted funds are exhausted. If you have any questions, please contact me at 219-853-6413 ext. 515.

Respectfully,

Jacob Galik
Hammond/Munster Household Flood Protection Program Coordinator

SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6412 - 13 - 14 - 88
FAX (219) 853-6321

Board of Sanitary Commissioners

STANLEY J. DOSTATNI
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MICHAEL HAWKINS, SR.
MATTHEW J. MUTA
MICHAEL DYE

MARTY WIELGOS
District Manager

RACHEL MONTES
Business Manager

JOSEPH P. ALLEGRETTI
Legal Counsel

FLOOD CLEANUP

DISEASE PREVENTION

1. Tetanus-Diphtheria:

   Primary series plus booster every ten years.

2. Hepatitis B vaccine:

   If involved in direct patient care or possible contact with bodily fluids.

3. Avoid contact with flood water, skin contact with flood water does usually constitute a serious health risk, there is risk in eating or drinking anything contaminated with flood water.

GENERAL MEASURES:

- Keep children and pets out of area until proper cleanup has been completed.
- Wear boots, rubber gloves, and goggles during cleanup.
- After cleaning all hard surfaces with detergent-disinfect with a solution of 1 cup bleach in 2-3 gallons of water.
- Children's toys or play equipment should be disinfected with a solution of 1 cup bleach in 5 gallons of water.
- Check with local authorities regarding drinking water.
- The use of bleach and adequate drying with fans and open windows will decrease mold growth potential.

BASIC EQUIPMENT:

Large bucket, Mop, Bleach, Sponges Disposable Rags

Bleach-Floors/hard surfaces one cup per two gallons of water

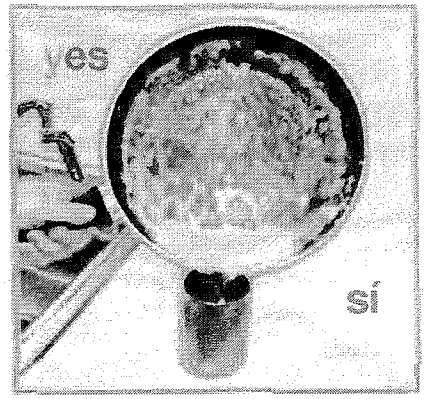
Toys/play equipment one cup per five gallons of water

HAMMOND SEWER MAINTENANCE

5009 CALUMET AVENUE

Fats, oils, and greases aren't just bad for arteries and waistlines; they're bad for sewers, too.

Sewer overflows and backups can cause health hazards, damage home interiors and threaten the environment. A common cause of overflows is sewer pipes blocked by grease. Grease gets into the sewer from household drains as well as from poorly maintained grease traps in restaurants and other businesses.



Las grasas y los aceites no sólo son perjudiciales para las arterias y para la figura; también son dañinos para las alcantarillas.

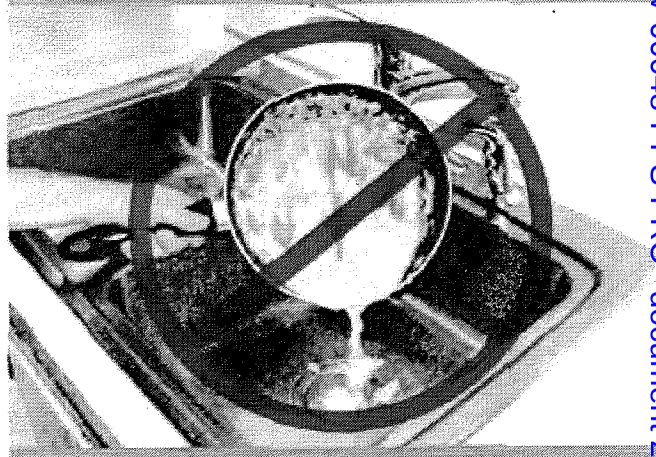
Los derrames y desbordamientos de aguas residuales pueden ser peligrosos para la salud, dañar el interior de los hogares, y amenazar el medio ambiente. Una causa cada vez más común de derrames es las alcantarillas obstruidas por grasa. La grasa llega a las alcantarillas desde los desagües domésticos y trampas de grasa mal mantenidas en restaurantes y otros negocios.

Water Environment Federation
the water quality people
601 Wythe Street
Alexandria, Virginia
22314-1994 USA
Tel. 1-800-666-0206
Fax. 1-703-684-2492
www.wef.org

HS1100 5/2009

Fat-Free Sewers

Prevent Fats, Oils, and Greases from Damaging Your Home and the Environment



ALCANTARILLAS SIN GRASA

Evite que las grasas y los aceites dañen su hogar y el medio ambiente

Helping To Prevent Sewer Overflows and Backups Is Easy.

Where Does the Grease Come From?

Grease is a byproduct of cooking that comes from meat fats, lard, oil, shortening, butter, margarine, food scraps, baked goods, sauces and dairy products. When washed down the sink, grease sticks to the insides of sewer pipes (both on your property and in the street). Over time, it can build up and block an entire pipe.

Caution: Home garbage disposals do not keep grease out of the plumbing system. Moreover, hot water and products such as detergents that claim to dissolve grease only pass it down the line and cause problems elsewhere.

The results can be:

- Raw sewage overflowing in your home or the house next door.
- An expensive and unpleasant cleanup that often must be paid for by you, the home or business owner.
- Raw sewage overflowing into parks, yards, and streets.
- Potential contact with disease-causing organisms.
- An increase in operation and maintenance costs for local sewer departments, which leads to higher sewer bills for customers.

You Can Help!
Help prevent sewer overflows by:

- Never pouring grease down sink drains or into toilets.
- Scraping grease and food scraps into a can or the trash for disposal (or recycling where available).
- Putting baskets/ strainers in sink drains to catch food scraps and other solids, and emptying them into the trash.
- Speaking with your friends and neighbors about how to keep grease out of sewers.

Es fácil prevenir los derrames y desbordamientos de aguas residuales.

¿De dónde proviene la grasa?

La grasa, uno de los productos derivados de la preparación de comida, está presente en la carne, manteca animal, aceite vegetal, manteca vegetal, mantequilla, margarina, sobras de comida, productos para hornear, salsas, y productos lácteos. Cuando entra por el desagüe, la grasa se pega al interior de las tuberías de alcantarillado (tànto las de su propiedad como las de la calle); con el tiempo, puede acumularse al punto de bloquear la tubería por completo.

Advertencia: Los trituradores de basura domésticos no impiden la entrada de grasa al sistema de cañerías. Es más, el agua caliente y los productos como los detergentes que alegan ser capaces de disolver la grasa, pueden trasladarla por las cañerías y causar problemas en otras zonas.

Esto puede traer las siguientes consecuencias:

- Desborde de aguas residuales en el interior de su hogar o el de su vecino.
- Necesidad de una limpieza costosa y desagradable que casi siempre es responsabilidad de usted, el propietario de la casa o negocio.
- Desborde de aguas residuales hacia parques, jardines, y calles.
- Posible contacto con organismos causantes de enfermedades.
- Crecientes costos de operación y mantenimiento para los organismos locales de alcantarillado y, en consecuencia, facturas más altas para los consumidores.

¡Usted puede ayudar!
Ayude a evitar derrames en las alcantarillas de las siguientes maneras:

- No vierta nunca grasa por el desagüe del fregadero ni en inodoros.
- Raspe la grasa y las sobras de comida y colóquelas en una lata o en la basura para desecharlas (o reciclarlas, si dispone de esta opción).
- Ponga filtros o coladores en los desagües de los fregaderos para atrapar las sobras de comida y otros sólidos, y deseche su contenido en la basura.
- Hable con sus amigos y vecinos sobre cómo impedir que la grasa entre en las alcantarillas.

Recycled
Recyclable

A Property Owner's Guide to Floodproofing

SANITARY
DISTRICT
of HAMMOND

For Questions or Concerns
In Hammond:
Call 853-6405
In Munster:
Call 836-8810, ext. 3605

Second Printing

WHO WE ARE

The Sanitary District of Hammond, Indiana (HSD) is a user-fee supported municipal utility responsible for the storm water and wastewater management needs of a 50 square mile area of northwest Indiana. The service area includes Hammond, Munster, Griffith, Whiting and Highland. The HSD itself is comprised of the City of Hammond and the Town of Munster. The Sewer Departments in Hammond and Munster maintain the sewers serving each community. Highland, Griffith and Whiting are customer communities that send flow to the HSD for treatment; however, these communities are responsible for their own local sewer systems.

The HSD provides for the maintenance and operation of approximately 380 miles of sewers. The District also operates 35 pumping stations and a treatment plant that processes up to 54 million gallons of wastewater per day. Above all, a skilled and dedicated staff is at work 24 hours per day, every day of the year, to keep things running smoothly at the plant and throughout the service area.

Your Sewer System

Like many of the older urban areas in the eastern and midwestern portions of our country, certain areas of the HSD are served by a combined sewer system. A combined sewer system is a system designed to transport sanitary sewage and storm water in the same pipe. During periods of dry weather the sanitary sewage is transported to the wastewater treatment plant. However, during certain heavy rain events, it is possible for the capacity of the combined sewers to be exceeded, which results in discharge of combined sewage to the area's waterways and the potential for basements to flood.

Approximately 55 percent of the HSD (Hammond and Munster) is served by a combined sewer system. It is important to note that the installation and use of combined sewers was the preferred method of wastewater collection for public utilities until about 1965.

100 Years of Service

Since portions of Hammond's sewer system are about 100 years old, it is not surprising that there are problem areas. The original combined sewer design in most areas was based upon a certain ratio of paved to grassy areas. As developments were added to the system, the ratio of paved areas to grassy areas increased. Since paved areas allow more storm water to enter the combined sewer than grassy areas, the end result is more flow enters the combined sewer system than was originally anticipated.

The designers of the central sewer system also did not foresee the expansion of the city limits to the south and east. Consequently, new areas connected into old sewers which had not been planned to carry the additional flow.

Beginning in the early 70's, several areas in Hammond were converted from a combined sewer system to a "separated" sewer system. Separated sewer systems collect storm water in a separate pipe from sanitary wastewater. This arrangement is more expensive to install, but offers greater flood protection. Areas in Hammond were selected for separation on the basis of need, starting with the Robertsdale area in the early 70's.

Subsequent separation projects were funded for Hessville, Dowling Park, the Tapper Avenue area, and the South Hohman drainage basin.

In the Town of Munster, areas developed since the mid 60's have been built with separated sewers. Existing combined sewer areas east of Calumet Avenue and north of Ridge Road are currently undergoing a multi-year storm relief project. Since 1988 a new storm water control ordinance has required new subdivisions to contain excess stormwater in on-site detention ponds until the storm has passed. The ordinance requires that storm water runoff from a developed area be no greater than if the property had remained in its undeveloped state. This system protects both the new developments and the existing areas of the community.

Addressing the Problem

The HSD is currently completing a planning study which began in 1991 to determine the least cost method of minimizing or eliminating the amount of combined sewage that overflows into the area's waterways from HSD pump stations. This planning study is commonly referred to as the Combined Sewer Overflow (CSO) Master Plan. One of the options the HSD is investigating is the total separation of combined sewers into separate storm and sanitary components. However, since the cost to implement this on a district-wide basis is astronomical in the short term, the HSD is investigating other possible near-term solutions which may include detention ponds, partial sewer separation and bigger pumps.

The HSD is also conducting a study with the specific goal of minimizing or eliminating basement flooding. The flooding study is a logical companion to the CSO Master Plan. It applies the information and technology developed for the Master Plan on the problems of local basement flooding. Key aspects of this study include identification of bottlenecks in the system, investigation of methods to make better use of the existing system, and methods of increasing the time it takes for storm water to enter the system.

Working Together

Property owners can take steps on their own to provide additional relief from basement flooding. This booklet presents various methods of floodproofing to property owners, and provides basic guidelines on sewer use which will help our sewer system to work more effectively for the entire community.

By working together, we can improve the quality of life in your home and your community.

THE PRIVATE SEWER

Flood protection starts at home by realizing the importance of maintaining your private sewer.

The private sewer is the connection from your property to the main sewer. It is connected to the city's main sewer, usually in the middle of the street, and carries waste materials from your home to the main sewer.

People often believe that the city maintains this connection. However, care and maintenance of the private sewer — from your home to where it connects to the main sewer — are the property owner's responsibility. Homeowners have individual ownership of their private sewers, even where these sewers run under the public right-of-way, up to and including the point of connection to the main sewer.

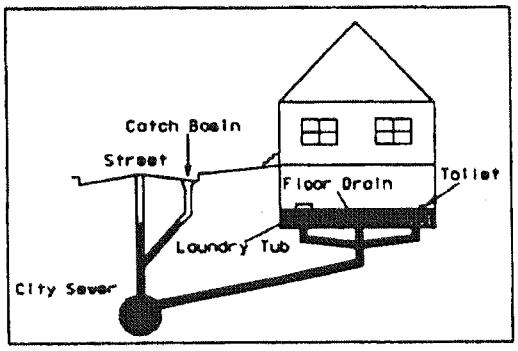
Care and Maintenance

Sewage back-ups in your basement can be reduced by keeping the private sewer clear of tree roots, grease and other materials and by repairing broken sewer segments.

You should have your private sewer inspected regularly. Any private catch basin on your property should also be inspected and cleaned regularly. A licensed plumbing contractor can inspect your private sewer and either clean it or make repairs.

Get estimates from more than one plumbing contractor before doing any work, and make sure to select a contractor that is licensed and bonded. If you have questions or complaints about a contractor, you can call your local building department. In Hammond, call 853-6316. In Munster, call 836-8810 ext. 3700.

What Happens When Your Basement Floods



Basement Flooding

Basements flood when the private sewer from the home to the main sewer becomes blocked or flooded. This can occur during the following circumstances:

1. Blockage in the private sewer reduces its capacity to transport water.

2. Too much flow enters the private sewer due to sump pumps, downspout connections or foundation drains.

3. The main sewer fills beyond capacity, flooding the private sewer through which sewage can flow into your basement.

The Sanitary District is in the process of studying methods to reduce the likelihood of the main sewers being filled beyond capacity. It is the homeowners' responsibility to maintain their private sewer connection and to disconnect any improper connections.

Seepage

Sewer back-ups are not the only way water can enter a basement. Another common problem is seepage. Seepage occurs when water in the surrounding soil forces its way into the basement through cracks in the walls and floors. Seepage is not affected by the operation of the sewer system. Contact a licensed plumber for more information.

HOW YOU CAN HELP

Any pipe, regardless of its size, has a limit to the amount of water it can carry. Most of the time, the pipes in the HSD system carry all of the incoming flow. There are times, however, when rain will fall with great intensity and the resulting flow into the pipe will exceed the pipe's carrying capacity. On these occasions, the excess flow affirms the old maxim that "water seeks its own level" and begins to appear at the nearest and lowest available outlet — which is often in basements.

Disconnecting Downspouts

Basement flooding is a destructive, irritating mess for the homeowner, and a public health issue of serious concern to the HSD. While the District works to maximize the capacity to store and transport water through its facilities, there are things the homeowner can do as well to minimize the likelihood of a basement "backup."

Sometimes, all that may be needed to reduce flooding is a relatively brief delay in the time it takes for storm water to travel from your property (and that of your neighbors) into the public sewer. This is why homeowners should disconnect their downspouts. Increasing the travel time of your storm water decreases the likelihood that the main sewer will fill up. Naturally, a failure to disconnect downspouts increases the likelihood of flooding.

In most cases, disconnecting downspouts is a simple and inexpensive undertaking. Disconnection is frequently accomplished as a do-it-yourself project using common materials available in many local hardware stores. Costs will vary with the number of connected downspouts.

Sump Pumps

In like manner, basement sumps which collect groundwater around the foundation should be disconnected from the private sewer. When a foundation sump is rerouted to return collected ground water to the yard, that water no longer takes up space in the sewer system. Basements are then less likely to flood, and the HSD avoids the cost of pumping and treating unnecessary flow. A licensed plumber can help you choose the best location for the sump outlet.

The presence or absence of unnecessary flow into the local sewer system can mean the difference between a flooded basement and a dry one. Since each home on a street is served by the same main sewer, the entire neighborhood benefits from each downspout and sump that is disconnected from the sewer system.

Flood Protection

Basement flooding is unique to each home. Even similar homes on the same street can have substantially different flooding experiences. One consistent truth however, is that flood waters will appear first at the lowest inlet. The lowest inlet could be a floor drain, a toilet, a laundry tub or some other plumbing feature. Identifying the nature of the problem will help you choose the proper protective measure. In some cases the solution may be as simple as a $10 plug in your floor drain. Other problems call for solutions of increasing cost and complexity. The following sections describe a variety of flood protection measures and their relative advantages and disadvantages. HSD recommends that you consult with a licensed plumber to determine the best approach for your home.

Plugs

Plugs are plastic or metal devices fitted into floor drains to prevent water back-up. They are useful if the flooding source is a floor drain and past flooding has amounted to only a few inches of standing water in the basement.

Plugs typically cost less than $10 and are easy to install. If a plumber is used to install the plugs, the cost will be closer to $100. One of the problems with plugs is that they must be installed prior to the onset of flooding. The floor drain is unavailable for use while the plug is in place. Also, in extreme cases, excessive pressure build-up behind a plug may cause ruptured pipes or cracking in the basement floor.

Standpipes

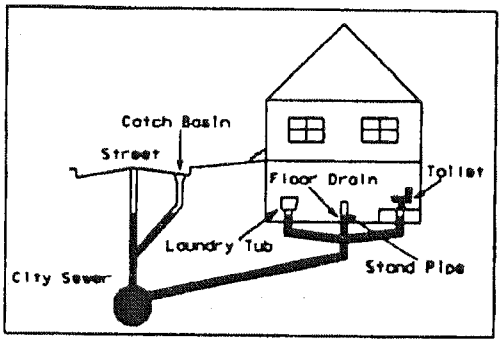
Standpipes are lengths of pipe open at the top and usually screwed into the basement floor drain. A standpipe allows the flow in a private sewer to back up as high as necessary for relief without filling the basement with flood water. Standpipes typically cost $100 to $200 and are easy to install.

In extreme cases, rising water in an excessively tall standpipe may create enough pressure in the private sewer to rupture pipe joints under the basement floor. Also, the protruding pipes may be tripped over and basement floor drains cannot be used until standpipes are removed. Your licensed plumber can recommend the appropriate installation conditions for your home.

Toilet Pedestals

If the flooding source is a basement toilet, greater flood protection can be offered by raising the toilet off the basement floor onto a pedestal. The pedestal itself can be fashioned from a variety of construction materials. Installation also requires an extension pipe on the toilet flange. Installation costs will typically be less than $500.

Typical Use of Standpipe and Pedestal



If your flooding can not be solved by the simple plumbing solutions of the previous sections, greater protective measures can be taken with the installation of certain valves and pumps.

Valves

Valves use a gate-like device to keep water from backing up into your basement. There are a number of types of valves.

1. A simple, hand-operated gate valve installed in the private sewer can prevent back flow from the main sewer only if the valve is closed **before** the main sewer backs up. This valve is most effective if no downspouts are connected to the line.

The disadvantage with this valve is that it must be closed manually. 1996 costs typically range from $1000 to $2000.

2. An automatic back up (check) valve closes as soon as water begins to back up into the private sewer from the main sewer. This valve is also most effective without any connected downspouts. 1996 costs typically range from $1000 to $2000.

3. The combination automatic backwater valve and a sewage ejector pump are another option. If you have downspouts or outside drains, they should be disconnected. This unit operates when the backwater valve closes and flows from plumbing fixtures, etc., build up to a level behind the valve that activates the ejector pump. The pump is able to pump water against the pressure of the sewer backwater. 1996 costs typically range from $2000 to $5000.

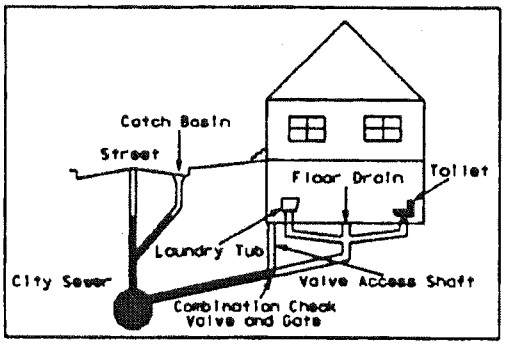
The advantages of these valves include:

- No pressure build up under the basement floor or in the drain system;
- No dangerous pipes sticking out of the floor;
- Basic flood relief.

However, in the case of the hand-operated valve, someone must be home to close it. When the valves are closed your plumbing system cannot be used. Also, the disc of the automatic valve and combination automatic valve and sewage ejector needs to be frequently checked to ensure they are not being blocked by debris.

Any of these systems **must** be installed by a licensed plumbing contractor.

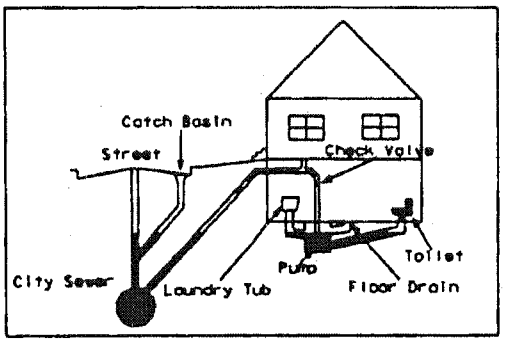
Typical Combination Valve



Overhead Sewers

The overhead sewer system diverts sewage from plumbing fixtures on the first and higher floors to a new sewer line run above the basement floor. This line is connected, either in the basement or outside the foundation, to the private sewer as it leaves the building.

Typical Overhead Sewer



The old sewer system is sealed. Any drainage from the basement level is pumped into the overhead sewer. All drains from upper floors must be re-routed.

Power outages will cause pumps to fail but upstairs plumbing fixtures may still be used. Only basement plumbing fixtures cannot be used. A check valve in the pump discharge pipe prevents water from flowing back toward the basement sump.

This system is probably the most effective, but also the most expensive. The cost to implement this option in 1996 typically ranges from $2000 to $6000, depending on the existing plumbing configuration.

Ways to Improve Sewer Performance

Here are additional tips to help prevent minor flooding:

- Never dump anything into street or alley sewers. Leaves, grass clippings, motor oil, paint or other items can block the sewer and cause backups. Paint, solvents, antifreeze or motor oil can pose a hazard to sewer workers and disrupt the treatment process. Hazardous household chemicals can be dropped off periodically at locations throughout Lake County. For information on the proper way to dispose of household chemicals, please call your local recycling department.

  In Hammond: 853-6622
  In Munster: 836-8810, ext.3706

- Make sure street gutters and sewer grates are clear of debris. When these structures are blocked, street flooding can occur.

- If you have a private catch basin, clean it regularly and have it inspected once a year. Do not pour your cooking oil or grease, household or automotive chemicals into a house drain or toilet for disposal. Doing so may create a hazardous condition in your plumbing system.

If you live near an unmanned HSD pump station, you may be able to provide an early warning to any disruption in service. If you notice any vandalism, power outage or other unusual condition, please call us at the telephone numbers listed on the back of this pamphlet.

Remember, if you, your neighbors and your Sanitary District work together the sewers will work better for all of us.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix C

Requirements for HSD's Sewer Overflow Response Plan (SORP)

Attachment 6

HSD Sewer System Inspection and Cleaning Protocol & Schedule

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix C, Attachment 6
HSD Sewer System Inspection and Cleaning Protocol & Schedule

I. Objective	To reduce and avoid basement flooding in the City of Hammond by ensuring adequate inspection and maintenance in HSD's Sewer System.
II. Description of Inspections	**Cleaning:** In order to determine priority and frequency of cleaning, Hammond will inspect all sanitary and combined sewers manually or other through other technology to assess priority and need for sewer cleaning.
	Structural: HSD shall incorporate reactive investigation into overflow response and reporting procedures, including inspection techniques such as closed circuit televising if the cause(s) is (are) not readily determined of Sewer Segments in which a CSS Release or an SSO has occurred to determine the causes(s) of the blockage as soon as reasonably possible. HSD shall also describe its process for televising sewers to inspect for structural integrity.
III. Inspection Schedule	Within 3.5 years from the Effective Date of the Decree, HSD shall inspect its entire Sewer System to determine cleaning priority and the need for cleaning, and every 3.5 years thereafter unless agreed to by IDEM and EPA in writing.
IV. Cleaning Protocol	HSD shall identify and clean no less than 25 miles per year of its Sewer System, prioritized based on emergencies and inspections that identify sediment depth greater than 20% of the pipe diameter.
V. Tracking & Recordkeeping	HSD shall maintain a sewer inspection/cleaning database, integrated with its GIS system for visualization. HSD shall document the findings of the sewer inspections, those sewers that were cleaned, and estimates of the amount of solids removed. Over time, HSD crews shall return to clean sewers again, noting the quantity of material removed and enabling estimations of actual sedimentation rates. Crew chiefs will use this information to adjust the frequency with which specific pipes are cleaned accordingly.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix D

Firm Pumping Capacities of HSD's Sewer System Pump Stations

Consent Decree in
United States of America and the State of Indiana v. The Sanitary District of Hammond (N.D. Ind.)

Appendix D

Firm Pumping Capacities of HSD's Sewer System Pump Stations

Pump Type	Pump Station Name/Type	Number of Dewatering or Forward Flow Pumps/Capacities (at full speed) gpm *	Station Nominal Firm Capacity (gpm)**
Forward	Kennedy Avenue (West, Collection/CSO)	3 @ 1,100; 4,200; and 5,100	5,300
Forward	Hohman-Munster/ Collection	2 @ 750 each	750
Forward	South Side Pump Station/Collection	6 total 3 @ 4,800 3 @ 12,500	39,400
Dewatering	Kennedy Avenue (East, Storm/CSO)	2 @ 2,035 each	2,035
Dewatering	Johnson Avenue /CSO	2 @ 2,100 each	2,100
Dewatering	Sohl Ave /CSO	2 @ 2,100 each	2,100
Dewatering	Cal-Munster /CSO	2 @ 1,190 each	1,190
Dewatering	Indianapolis /CSO	2 @ 1,000 each	1,000
Dewatering	Jackson /CSO	2 @ 1,000 each	1,000
Dewatering	Kennedy Ejector/ CSO	1 @ 300	0
Dewatering	Walnut /CSO	1 @ 300	0

* Dewatering/forward flow pumps, not including CSO discharge pumps. All data must be confirmed by HSD.

** Theoretical nominal firm station capacity with the largest pump out of service. Actual output may be less due system hydraulics and impeller wear.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix E

Outfall 022 Disinfection System Implementation

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix E

Outfall 022 Disinfection System Implementation

1. Plan Overview and Purpose

On October 1, 2015, HSD Achieved Full Operation of its 32-million gallon basin, identified as Outfall 022 in its NPDES Permit, located on the west side of Columbia Avenue (referred to in the Decree as the 1999 Decree CSO Control Measures), which eliminated CSOs from the Sohl Avenue, Johnson Avenue, and Columbia Avenue CSO Outfalls. HSD will construct and operate the facilities necessary to disinfect CSO discharges from this basin, referred to as the "Outfall 022 Disinfection System", consistent with the deadlines in this Appendix E to the Decree.

2. Project Scope & Cost

HSD shall expand and add to its existing disinfection facilities at its WWTP to disinfect flows that reach the second of the two cells of the Columbia Avenue Basin. Existing and new unit operations will use non-flammable gas (chlorine and sulfur dioxide), stored in 1-ton containers in liquid state, vaporized in hot water bath evaporators, regulated and metered for transmission under vacuum, mixed into solution with water, and introduced into Outfall 022 discharges via diffuser assemblies. Disinfection dosing will be automatically proportioned to discharge flow rate. All CSO Discharges from Outfall 022 will, at a minimum, receive the equivalent of primary treatment and disinfection.

HSD estimates that the Outfall 022 Disinfection System will cost $1.1 million. These costs do not include administrative, maintenance, or operational costs.

3. Post-Construction Compliance Monitoring Plan

After Achieving Full Operation of the Outfall 022 Disinfection System, HSD shall demonstrate compliance with the requirements for Outfall 022 in its applicable NPDES Permit by implementing the Phase One Post-Construction Compliance Monitoring Program in accordance with this Appendix, Appendix A, and Paragraph 23 of the Decree, including, but not limited to the requirement to develop and implement an approved Supplemental Compliance Plan, consistent with Paragraph 23 of the Decree, if the results of the Phase One Post-Construction Compliance Monitoring Program do not demonstrate compliance with applicable requirements.

4. Schedule

HSD shall construct the Outfall 022 Disinfection System to treat all flows from Outfall 022 in accordance with the following schedule:

Initiate Construction	November 1, 2016
Complete construction and begin disinfection of all CSOs from Outfall 022	April 1, 2017
Begin Post- Construction Compliance Monitoring	April 1, 2018
Complete Post-Construction Compliance Monitoring	April 1, 2019

This schedule may be modified by written agreement of the Parties, including in the event that the Parties agree that additional overflows from Outfall 022 must occur and be evaluated to complete Phase One Post-Construction Compliance Monitoring.

5. Progress Reports

HSD shall notify EPA and IDEM in accordance with Section XII (Notices) within fifteen (15) days of initiating and completing construction of the Outfall 022 Disinfection System. HSD shall include in its Quarterly Report submitted pursuant to Paragraph 84 of the Decree the status of all of its efforts taken pursuant to this Appendix E, in accordance with Section XIII (Reporting Requirements) of the Consent Decree.

Consent Decree in

United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix F

State Supplemental Environmental Project

Consent Decree in
United States of America and the State of Indiana v. the Sanitary District of Hammond (N.D. Ind.)

Appendix F

State Supplemental Environmental Project

This Appendix governs the design scope and schedule of the State Supplemental Environmental Project ("State SEP") that HSD will perform as required by Section VIII of the Consent Decree.

1. Plan Overview and Purpose

HSD shall construct a bike trail with bioswale drainage located in the City of Hammond along a 1,000 foot segment of Sohl Avenue near the Grand Calumet River between Hoffman and Michigan Streets (as shown in Figure 1 of this Appendix F). The purpose of this project is to reduce the flow of storm water entering HSD's Sewer System and to demonstrate to the public the effectiveness of green infrastructure technologies in the City of Hammond. Because it is located less than one mile downriver of HSD's Columbia Avenue CSO Basin (referred to in the Decree as the 1999 Decree CSO Control Measures) and the Grand Calumet River, the bike trail with its bioswale drainage component will enhance the water quality benefits derived separately from the infrastructural improvements to HSD's Sewer System that are developed and implemented under the Decree through HSD's Long Term Control Plan.

HSD shall construct bioswales along the new portion of the bike trail, as shown in Figure 2 of this Appendix F. HSD shall grade the bike trail as necessary to direct runoff to the bioswale so that runoff from the trail will infiltrate the subsurface soils through the bioswales. This will both improve drainage conditions along the bike trail and reduce the amount of storm water that would otherwise enter HSD's Sewer System.

2. Project Scope, Cost, and Schedule

HSD shall design and construct the bike trail and bioswales in accordance with this Appendix F, Figure 2. Within one (1) year of the Effective Date of this Decree, HSD shall submit to IDEM, for review and approval in accordance with Sections XII (Notices) and XIII.A (Review and Approval of Submissions) of the Decree, a State SEP Project Plan and Schedule, which shall include design and engineering specifications and a detailed schedule for completing all work for the State SEP.

HSD estimates that design and engineering costs will be approximately $110,500 and construction costs will be approximately $444,500, for total expenditures of approximately $555,000.

HSD shall complete all design, permitting, and construction work for the State SEP within three (3) years of the Effective Date of the Decree.

3. Progress Reports

HSD shall include in its quarterly report submitted to EPA and IDEM pursuant to Section XIII.C (Quarterly Reports) of the Decree the status of all of its efforts taken pursuant to this Appendix F.

Figure 1

State SEP Project Area

Figure 1a.
General Project Limits

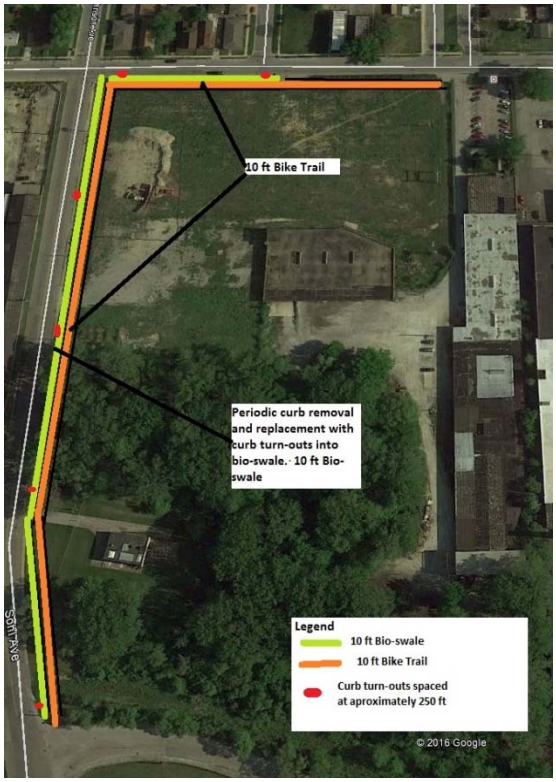


Figure 1b.
Bike Trail Schematic

Figure 2

State SEP Project Description

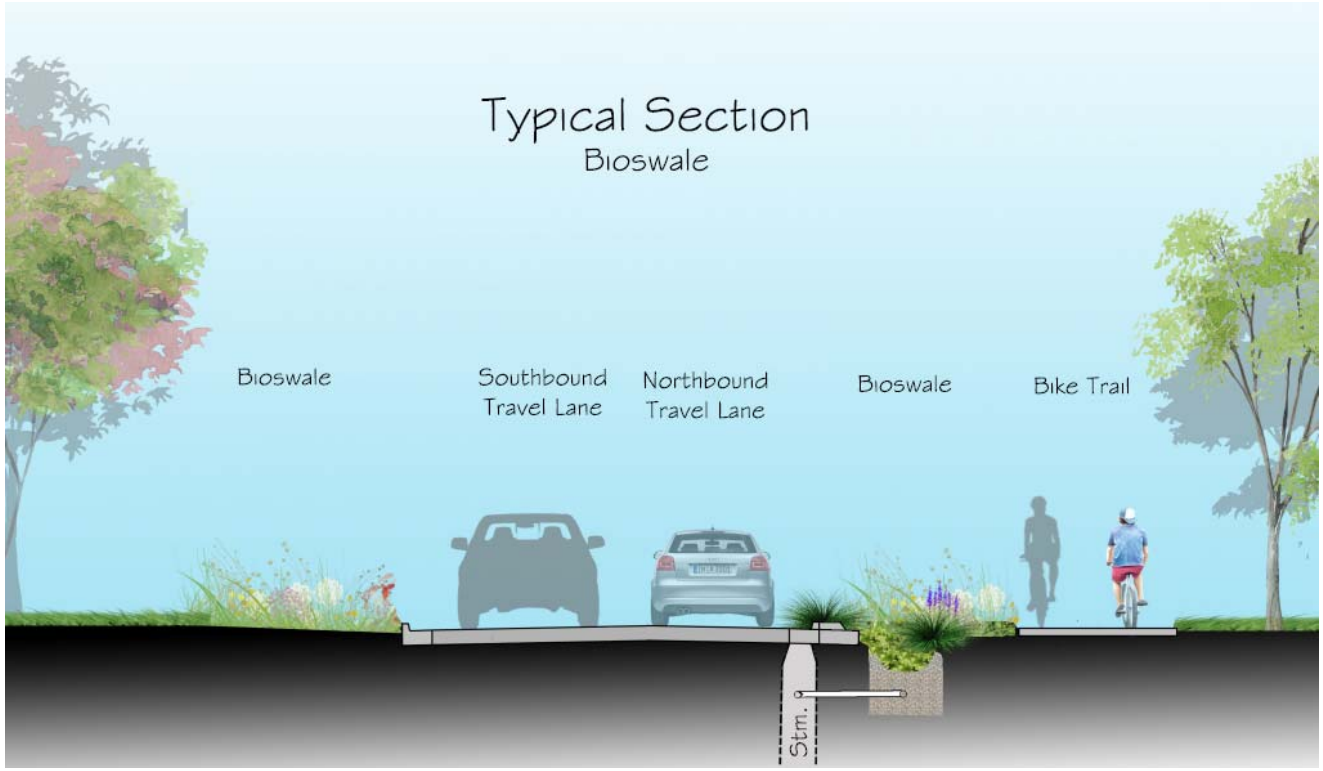


Figure 2a.
General Design Schematic

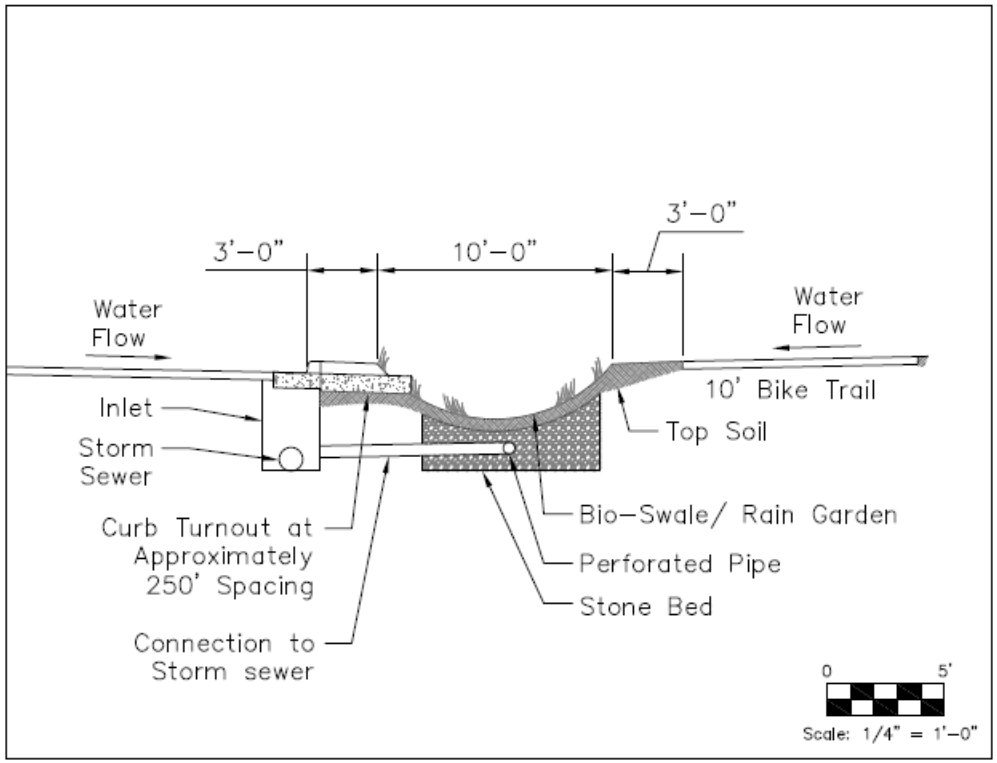


Figure 2b.
Curb Turnout Cross-Section