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9

10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF NEVADA

12	UNITED STATES OF AMERICA,)	Civil Case No. 2:17-cv-02508
)	
13	and)	
)	
14	THE STATE OF NEVADA)	CONSENT DECREE
)	
15	Plaintiffs,)	
)	
16	v.)	
)	
17	THE CITY OF NORTH LAS VEGAS,)	
)	
18	Defendant.)	
)	

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1 Plaintiff United States of America, on behalf of the United States Environmental
2 Protection Agency (“EPA”) and Plaintiff the State of Nevada, Department of Conservation and
3 Natural Resources, Division of Environmental Protection, (“NDEP”), by and through its
4 counsel of record (“the State”), hereby allege as follows: Plaintiffs have filed a complaint in
5 this action concurrently with lodging this Consent Decree, alleging that Defendant, the City of
6 North Las Vegas (“North Las Vegas” or “the City”), has failed to appropriately develop, fund,
7 and implement an approved Pretreatment Program for its publicly owned treatment works
8 (“POTW”) in violation of the National Pollutant Discharge Elimination System (“NPDES”)
9 permit issued to North Las Vegas, pursuant to CWA Section 402, 33 U.S.C. § 1342, and the
10 applicable federal pretreatment regulations, promulgated pursuant to CWA Sections 307 and
11 308, 33 U.S.C. §§ 1317 and 1318.

12 The Complaint filed against North Las Vegas specifically alleges the following: North
13 Las Vegas is a municipality that was created under Nevada law, and the City has jurisdiction
14 over disposal of sewage, industrial wastes, or other wastes. Since approximately June 2011,
15 the City has owned and operated a wastewater treatment plant (“WWTP” or “Facility”), and an
16 associated separate sanitary sewer collection and transmission system (“sanitary sewer
17 system”) which receive and treat wastewater from residential, commercial, and industrial
18 sources within and near North Las Vegas.

19 North Las Vegas’ WWTP is a device and system used in the storage, treatment,
20 recycling, and reclamation of municipal sewage and industrial wastes. The North Las Vegas’
21 WWTP is a “treatment works” within the meaning of CWA Section 212(2), 33 U.S.C. §
22 1292(2), and Nevada Revised Statutes (“NRS”) 445A.410. The City’s Facility discharges
23 treated wastewater directly to the Las Vegas Wash or through the Sloan Channel, and then to
24 the Las Vegas Wash. The City’s wastewater then travels approximately twelve miles, at which
25 point it is diverted under Lake Las Vegas through two 7-foot diameter pipes, which then exits
26 to Las Vegas Bay (the western edge of Lake Mead).

27 Prior to the construction of North Las Vegas’ Facility, the City discharged most of its
28 untreated domestic and industrial wastewater to the City of Las Vegas WWTP pursuant to a

1 multi-jurisdictional agreement. The remaining portion of the North Las Vegas' wastewater,
2 which came from a small number of facilities located on the border of the City, was discharged
3 to the Clark County WWTP.

4 Pursuant to CWA Section 402(b), 33 U.S.C. § 1342(b), the State of Nevada is
5 authorized to issue NPDES permits to direct dischargers in its state. On or about April 12,
6 2010, NDEP issued North Las Vegas NPDES Permit number NV0023647 (2010 Permit),
7 which expired in 2015. North Las Vegas' NPDES permit was reissued on or about April 1,
8 2015 (2015 Permit) and it expires on March 31, 2020.

9 North Las Vegas' NPDES permit authorized the City to discharge treated municipal
10 wastewater from its WWTP to the Las Vegas Wash, subject to certain limitations and
11 conditions set forth in the NPDES permit. The City's NPDES' permit obligates North Las
12 Vegas to "implement and enforce a Pretreatment Program pursuant to 40 C.F.R. § Part 403. . .
13 and be responsible for and liable for the performance of all Control Authority pretreatment
14 requirements contained in 40 C.F.R. § 403." NPDES Permit number NV0023647, Section
15 I.A.18, p13 (2010 Permit) and Section B.PT.1, p58 (2015 Permit). North Las Vegas' NPDES
16 permit also requires the City to comply with an EPA-approved Pretreatment Program. NPDES
17 Permit number NV0023647, Section I.A.18(a), p13 (2010 Permit) and Section B.PT.1.1., p 58
18 (2015 Permit).

19 On September 29 and 30, 2014, EPA and its contractor, PG Environmental, and NDEP
20 completed a pretreatment compliance inspection of the North Las Vegas Pretreatment
21 Program. On March 31, 2015, the City responded to the findings of the Inspection Report.
22 Soon thereafter, on June 26, 2015, EPA issued Administrative Order CWA-306(a)-15-011
23 (AO) to North Las Vegas citing the municipality with numerous violations of the CWA, its
24 NPDES permit and the federal pretreatment regulations.

25 North Las Vegas failed to comply with 40 C.F.R. § 403.8, which requires that a
26 Pretreatment Program be established by "[a]ny POTW ... with a total design flow greater than
27 5 million gallons per day (mgd) and receiving from Industrial Users pollutants which [may]
28 [p]ass [t]hrough or [i]nterfere with the operation of the POTW...."

1 North Las Vegas failed to comply with 40 C.F.R. § 403.9, which requires a POTW to
2 submit its Pretreatment Program to the “Approval Authority,” which is either a state that EPA
3 has authorized to administer the Pretreatment Program or, if the state has not been so
4 authorized, the EPA.

5 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(2)(i), which requires the
6 POTW to identify and locate all possible Industrial Users which might be subject to the POTW
7 Pretreatment Program.

8 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f), which requires a POTW
9 Pretreatment Program to include, among other things, control mechanisms (such as permits) to
10 ensure that Industrial Users sending wastewater to the POTW comply with pretreatment
11 standards and requirements.

12 North Las Vegas failed to comply with 40 C.F.R. § 403.5 requiring a POTW to develop
13 “local limits” as needed to prevent discharges that cause a violation of the POTW’s NPDES
14 permit, disrupt the POTW’s treatment process, cause corrosion in the POTW, cause toxic gases
15 presenting acute worker safety problems in the POTW, or violate various other prohibitions
16 listed under 40 C.F.R. 403.5(a)(1) and (b).

17 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(1)(iii)(B)(4), which
18 requires the City, as the Control Authority, to include notification requirements in enforceable
19 individual discharge permits issued to Industrial Users.

20 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(2)(v), which requires the
21 Control Authority to randomly sample and analyze the effluent of its Industrial Users, and to
22 randomly sample and analyze the effluent of its Significant Industrial Users at least once a
23 year.

24 North Las Vegas failed to comply with 40 C.F.R. § 403.12(o)(2), which requires the
25 Control Authority to maintain records of its monitoring activities for at least three years.

26 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(2)(v), which requires the
27 Control Authority to conduct inspections and surveillance activities of its Significant Industrial
28 Users at least once a year in order to identify, independent of information supplied by

1 Industrial Users, occasional and continuing noncompliance with pretreatment standards.

2 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(2)(iv), which requires the
3 City to receive and analyze the self-monitoring reports and other notices submitted by its
4 Industrial Users.

5 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(2)(vi), which requires the
6 Control Authority to evaluate whether each of its Significant Industrial Users need to develop
7 and implement a slug discharge control plan.

8 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(5), which requires the
9 Control Authority to develop and implement an enforcement response plan, which contains
10 detailed procedures indicating how the City will investigate and respond to instances of
11 Industrial Users noncompliance.

12 North Las Vegas failed to comply with 40 C.F.R. § 403.8(f)(3), which requires the
13 Control Authority to have sufficient resources and qualified personnel to carry out the
14 authorities and procedures required by 40 C.F.R. §§ 403.8(f)(1) and (2) for its Pretreatment
15 Program.

16 North Las Vegas does not admit any liability to the United States or the State arising
17 out of the transactions or occurrences alleged in the Complaint.

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

21 NOW, THEREFORE, before the taking of any testimony, without the adjudication or
22 admission of any issue of fact or law except as provided in Section I, and with the consent of
23 the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

24 I. JURISDICTION AND VENUE

25 1. This Court has jurisdiction over the subject matter of this action and over the
26 Parties, under 28 U.S.C. §§ 1331, 1345, 1355, and Section 309(b) of the CWA, 33 U.S.C.
27 § 1319(b), and the Court has supplemental jurisdiction over the State law claims under 28
28

1 U.S.C. § 1367(a). Venue lies in this District under Section 309(b) of the CWA, 33 U.S.C. §§
2 1319(b) and 1395(a), and 28 U.S.C. §§ 1391 (b), because the City is located in this judicial
3 district and the violations alleged in the Complaint are alleged to have occurred in this district.
4 For purposes of this Decree, or any action to enforce this Decree, North Las Vegas and the
5 State consent to the Court's jurisdiction over this Decree and any such action and over North
6 Las Vegas and the State and they consent to venue in this judicial district.

7 2. For purposes of this Consent Decree, North Las Vegas agrees that the
8 Complaint states claims upon which relief may be granted under Sections 309(b) and (d) of the
9 Clean Water Act ("the CWA"), 33 U.S.C. §§ 1319(b) and (d), and under the Nevada Water
10 Pollution Control Law, NRS 445A.300-445A.730 ("NWPCL") for North Las Vegas' violations
11 of 1) the NPDES permit issued to North Las Vegas, pursuant to CWA Section 402, 33 U.S.C.
12 § 1342 and the NWPCL, and 2) the applicable federal pretreatment regulations, promulgated
13 pursuant to CWA Sections 307 and 308, 33 U.S.C. §§ 1317 and 1318.

14 II. APPLICABILITY

15 3. The obligations of this Consent Decree apply to and are binding upon the
16 United States and the State, and upon North Las Vegas and any successors, assigns, or other
17 entities or persons otherwise bound by law.

18 4. No transfer of ownership or operation of the Facility, whether in
19 compliance with the procedures of this Paragraph or otherwise, shall relieve North Las Vegas
20 of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior
21 to such transfer, North Las Vegas shall provide a copy of this Consent Decree to the proposed
22 transferee and shall simultaneously provide written notice of the prospective transfer, together
23 with a copy of the proposed written agreement, to EPA Region 9, the United States Department
24 of Justice, and the NDEP in accordance with Section XIV (Notices). Any attempt to transfer
25 ownership or operation of the Facility without complying with this Paragraph constitutes a
26 violation of this Decree.
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1 5. North Las Vegas shall provide a copy of this Consent Decree to all officers,
2 employees, and agents whose duties might reasonably include compliance with any provision
3 of this Decree, as well as to any Contractor retained to perform work required under this
4 Consent Decree. North Las Vegas shall condition any such contract upon performance of the
5 work in conformity with the terms of this Consent Decree.

6 6. In any action to enforce this Consent Decree, North Las Vegas shall not raise as
7 a defense the failure by any of its officers, directors, employees, agents, or Contractors to take
8 any actions necessary to comply with the provisions of this Consent Decree.

9 III. OBJECTIVES

10 7. The objectives of the Parties by entering into this Consent Decree are to have
11 North Las Vegas comply with 1) its NPDES permit issued under the CWA, the federal
12 pretreatment regulations contained in 40 C.F.R. Part 403 (“federal pretreatment regulations”),
13 NRS 445A.500-530; and 2) comply with all the requirements within this Consent Decree.

14 IV. DEFINITIONS

15 8. Terms used in this Consent Decree that are defined in the CWA or in
16 regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the
17 CWA or such regulations, unless otherwise provided in this Decree. Whenever the terms set
18 forth below are used in this Consent Decree, the following definitions shall apply:

19 “Act” or “CWA” shall mean the Federal Water Pollution Control Act (commonly
20 referred to as the Clean Water Act), as amended, 33 U.S.C. §§ 1251-1388.

21 “Complaint” shall mean the complaint filed by the United States and the State in
22 this action.

23 “Consent Decree” or “Decree” shall mean this Decree.

24 “Contractor(s)” shall mean an entity or natural person who is not an employee of
25 the City of North Las Vegas, procured by North Las Vegas in order to provide
26 services in support of the specific requirements of this Consent Decree.
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1 “Day” shall mean a calendar day unless expressly stated to be a business day. In
2 computing any period of time under this Consent Decree, where the last day
3 would fall on a Saturday,
4 Sunday, or federal holiday, the period shall run until the close of business of the
5 next business day.

6 “Defendant” shall mean the City of North Las Vegas.

7 “EPA” shall mean the United States Environmental Protection Agency and any
8 of its successor departments or agencies.

9 “Effective Date” shall have the definition provided in Section XV.

10 “Facility,” “Water Reclamation Facility,” “Wastewater Treatment Plant”
11 (WWTP), or “POTW” shall mean North Las Vegas’ wastewater treatment plant
12 located in 2580 Betty Lane, Las Vegas, NV 89156.

13 “National Pollution Discharge Elimination System permit” or “NPDES permit”
14 shall mean the applicable Wastewater Discharge Permit issued by NDEP for the
15 Facility, including North Las Vegas’ NPDES Permit number NV0023647 (2010
16 Permit), which expired in 2015, and was reissued on or about April 1, 2015 (2015
17 Permit) and expires on March 31, 2020, and any applicable future or modified
18 NPDES permit issued for the Facility.

19 “NDEP” shall mean the Nevada Department of Conservation and Natural
20 Resources, Division of Environmental Protection and any successor departments
21 or agencies of the State.

22 “Paragraph” shall mean a portion of this Decree identified by an arabic numeral.

23 “Parties” shall mean the United States, the State of Nevada, and the City of North
24 Las Vegas.

25 “POTW” shall mean the North Las Vegas’ Publicly Owned Treatment Works.

26 “Section” shall mean a portion of this Decree identified by a roman numeral.
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1 "State" shall mean the State of Nevada acting on behalf of State of Nevada,
2 Department of Conservation and Natural Resources, Division of Environmental
3 Protection ("NDEP").

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

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7 V. CIVIL PENALTY

8 9. Within 30 Days after the Effective Date, North Las Vegas shall pay the sum of
9 \$192,500 as a civil penalty to the United States, together with interest accruing from the date
10 on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961
11 as of the date of lodging.

12 10. North Las Vegas shall pay the civil penalty due by FedWire Electronic Funds
13 Transfer ("EFT") to the U.S. Department of Justice account, in accordance with instructions
14 provided to North Las Vegas by the Financial Litigation Unit ("FLU") of the United States
15 Attorney's Office for the District of Nevada after the Effective Date. The payment instructions
16 provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number,
17 which North Las Vegas shall use to identify all payments required to be made in accordance
18 with this Consent Decree. The FLU will provide the payment instructions to:

19 William Riggs, Utilities Financial Manager
20 702 633-2415
21 riggs@cityofnorthlasvegas.com

22 on behalf of North Las Vegas. North Las Vegas may change the individual to receive payment
23 instructions on its behalf by providing written notice of such change to the United States and
24 EPA in accordance with Section XIV (Notices).

25 11. At the time of payment, North Las Vegas shall send notice that payment has
26 been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA
27 Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii)
28 to the United States via email or regular mail in accordance with Section XIV; (iii) to EPA in
accordance with Section XIV; and (iv) to the State in accordance with Section XIV. Such

1 notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree
2 in United States and the State of Nevada v. the City of North Las Vegas and shall reference the
3 civil action number, CDCS Number, and DOJ case number 90-5-21-1-11443.

4 12. North Las Vegas shall not deduct any penalties paid under this Decree pursuant
5 to this Section or Section VIII (Stipulated Penalties) in calculating its federal or State or local
6 income tax.

7 13. No later than 30 Days after the Effective Date, North Las Vegas shall pay a civil
8 penalty of \$192,500 to the State by e-Payment to the NDEP, in accordance with instructions
9 provided to North Las Vegas after the Effective Date. The NDEP will provide the payment
10 instructions to the individual named in Paragraph 10. At the time of payment, North Las
11 Vegas shall send notice that payment has been made: (i) to EPA via email at
12 cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W.
13 Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to the United States via email or
14 regular mail in accordance with Section XIV; (iii) to EPA in accordance with Section XIV; and
15 (iv) to the State in accordance with Section XIV. Such notice shall state that the payment is for
16 the civil penalty owed pursuant to the Consent Decree in United States and the State of Nevada
17 v. the City of North Las Vegas and shall reference the civil action number, CDCS Number, and
18 DOJ case number 90-5-21-1-11443.

19 VI. COMPLIANCE REQUIREMENTS

20 14. North Las Vegas shall comply with its NPDES permit issued under the CWA,
21 the federal pretreatment regulations, 40 C.F.R. Part 403, and State laws, NRS 445A.500-530.

22 15. Industrial Pretreatment Program: Within 60 Days of the Effective Date of this
23 Consent Decree, North Las Vegas shall submit its Industrial Pretreatment Program to EPA
24 Region 9 Enforcement Division. North Las Vegas' Industrial Pretreatment Program
25 ("Pretreatment Program") shall comply with the requirements of its NPDES permit, the federal
26 pretreatment regulations at 40 C.F.R. §403, the NWPCL, and it shall contain the program
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1 elements developed by North Las Vegas to comply with the June 30, 2015 EPA Administrative
2 Order, including its Interlocal Agreement with Clark County Water Reclamation District.

3 16. Permits. Where any compliance obligation under this Section requires North
4 Las Vegas to obtain a federal, State, or local permit or approval, North Las Vegas shall submit
5 timely and complete applications and take all other actions necessary to obtain all such permits
6 or approvals. North Las Vegas may seek relief under the provisions of Section IX (Force
7 Majeure) for any delay in the performance of any such obligation resulting from a failure to
8 obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if
9 North Las Vegas has submitted timely and complete applications and has taken all other
10 actions necessary to obtain all such permits or approvals.

11 VII. REPORTING REQUIREMENTS

12 17. North Las Vegas shall submit the following reports:

13 a. By July 31st and January 31st of each year after the lodging of this
14 Consent Decree, until termination of this Decree pursuant to Section XVIII, North Las
15 Vegas shall submit semi-annual reports to provide a status of its Industrial Pretreatment
16 Program. The status reports shall include all the requirements found at 40 C.F.R. §
17 403.12(i).

18 b. The report shall also include a description of any non-compliance with
19 the requirements of this Consent Decree and an explanation of the violation's likely
20 cause and of the remedial steps taken, or to be taken, to prevent or minimize such
21 violation. If North Las Vegas violates, or has reason to believe that it may violate, any
22 requirement of this Consent Decree, North Las Vegas shall notify the United States and
23 the State of such violation and its likely duration, in writing, within ten business Days
24 of the Day North Las Vegas first becomes aware of the violation, with an explanation
25 of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent
26 or minimize such violation. If the cause of a violation cannot be fully explained at the
27 time the report is due, North Las Vegas shall so state in the report. North Las Vegas
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1 shall investigate the cause of the violation and shall then submit an amendment to the
2 report, including a full explanation of the cause of the violation, within 30 Days of the
3 Day North Las Vegas becomes aware of the cause of the violation. Nothing in this
4 Paragraph or the following Paragraph relieves North Las Vegas of its obligation to
5 provide the notice required by Section IX (Force Majeure).

6 18. Whenever any violation of this Consent Decree or of any applicable permits or
7 any other event affecting North Las Vegas' performance under this Decree, or the performance
8 of its Facility, may pose an immediate threat to the public health or welfare or the environment,
9 North Las Vegas shall notify EPA and the State orally or by electronic or facsimile
10 transmission as soon as possible, but no later than 24 hours after North Las Vegas first knew of
11 the violation or event. This procedure is in addition to the requirements set forth in the
12 preceding Paragraph.

13 19. All reports shall be submitted to the persons designated in Section XIV
14 (Notices).

15 20. Each report submitted by North Las Vegas under this Section shall be signed by
16 an official of the submitting party and include the following certification:

17 I certify under penalty of law that this document and all attachments were
18 prepared under my direction or supervision in accordance with a system
19 designed to assure that qualified personnel properly gather and evaluate the
20 information submitted. Based on my inquiry of the person or persons who
21 manage the system, or those persons directly responsible for gathering the
22 information, the information submitted is, to the best of my knowledge and
23 belief, true, accurate, and complete. I have no personal knowledge that the
24 information submitted is other than true, accurate, and complete. I am aware
25 that there are significant penalties for submitting false information, including
26 the possibility of fine and imprisonment for knowing violations.

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

29 22. The reporting requirements of this Consent Decree do not relieve North Las
30 Vegas of any reporting obligations required by the CWA or implementing regulations, or by
31 any other federal, State, or local law, regulation, permit, or other requirement.

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

VIII. STIPULATED PENALTIES

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

25. Late Payment of Civil Penalty. If North Las Vegas fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, North Las Vegas shall pay a stipulated penalty of \$1000 per Day for each Day that the payment is late.

26. Pretreatment Program. The following stipulated penalties shall accrue per violation per Day for each violation of Section VI (Compliance Requirements) of this Consent Decree (Paragraphs 14-16):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$400.....	1st through 14th day
\$550.....	15th through 30th day
\$700.....	31st day and beyond

27. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VII (Reporting Requirements):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$400.....	1st through 14th day
\$550.....	15th through 30th day
\$700.....	31st day and beyond

28. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

29. North Las Vegas shall pay stipulated penalties to the United States and the State within thirty (30) Days of a written demand by either Plaintiff. North Las Vegas shall pay 50% percent of the total stipulated penalty amount due to the United States and 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.

30. Either Plaintiff may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

31. Stipulated penalties shall continue to accrue as provided in Paragraph 28, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of either or both of the Plaintiffs that is not appealed to the Court, North Las Vegas shall pay accrued penalties determined to be owing, together with interest, to the Plaintiffs within 30 Days of the Effective Date of the agreement or the receipt of the Plaintiffs decision or order.

b. If the dispute is appealed to the Court and either or both of the Plaintiffs prevail in whole or in part, North Las Vegas shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

1 c. If any Party appeals the District Court's decision, North Las Vegas shall
2 pay all accrued penalties determined to be owing, together with interest, within 15 Days
3 of receiving the final appellate court decision.

4 32. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated
5 penalty provisions of this Decree shall be retroactively enforceable with regard to any and all
6 violations of Paragraphs 14 and 15 that have occurred prior to the Effective Date, provided that
7 stipulated penalties that may have accrued prior to the Effective Date may not be collected
8 unless and until this Consent Decree is entered by the Court.

9 33. North Las Vegas shall pay stipulated penalties owing to the United States in the
10 manner set forth and with the confirmation notices required by Paragraphs 10 and 11, except
11 that the transmittal letter shall state that the payment is for stipulated penalties and shall state
12 for which violation(s) the penalties are being paid. North Las Vegas shall pay stipulated
13 penalties owing to the State in the manner set forth and with the confirmation notices required
14 in Paragraph 13.

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

20 35. The payment of penalties and interest, if any, shall not alter in any way North
21 Las Vegas' obligation to complete the performance of the requirements of this Consent Decree.

22 36. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' nor
23 the State's exclusive remedy for violations of this Consent Decree. Subject to the provisions of
24 Section XII (Effect of Settlement/Reservation of Rights), the United States and the State
25 expressly reserve the right to seek any other relief it deems appropriate for North Las Vegas'
26 violation of this Decree or applicable law, including but not limited to an action against North
27 Las Vegas for statutory penalties, additional injunctive relief, mitigation or offset measures,
28 and/or contempt. However, the amount of any statutory penalty assessed for a violation of this

1 Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty
2 assessed and paid pursuant to this Consent Decree.

3
4 IX. FORCE MAJEURE

5 37. "Force majeure," for purposes of this Consent Decree, is defined as any event
6 arising from causes beyond the control of North Las Vegas, of any entity controlled by North
7 Las Vegas, or of North Las Vegas' Contractors that delays or prevents the performance of any
8 obligation under this Consent Decree despite North Las Vegas' best efforts to fulfill the
9 obligation. The requirement that North Las Vegas exercise "best efforts to fulfill the
10 obligation" includes using best efforts to anticipate any potential force majeure event and best
11 efforts to address the effects of any potential force majeure event (a) as it is occurring and (b)
12 following the potential force majeure, such that the delay and any adverse effects of the delay
13 are minimized. "Force Majeure" does not include North Las Vegas' financial inability to
14 perform any obligation under this Consent Decree.

15 38. If any event occurs or has occurred that may delay the performance of any
16 obligation under this Consent Decree, whether or not caused by a force majeure event, North
17 Las Vegas shall provide notice orally or by electronic or facsimile transmission to EPA Region
18 9 Enforcement Division, Jim Polek, at (415) 972-3185 or polek.jim@epa.gov, and the NDEP
19 Bureau of Water Pollution Control Bureau Chief, Bruce Holmgren, at (775) 687-9433 or
20 bholmgre@ndep.nv.gov within 72 hours or less of when North Las Vegas first knew that the
21 event might cause a delay. Within seven days thereafter, North Las Vegas shall provide in
22 writing to EPA and the State an explanation and description of the reasons for the delay; the
23 anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the
24 delay; a schedule for implementation of any measures to be taken to prevent or mitigate the
25 delay or the effect of the delay; North Las Vegas' rationale for attributing such delay to a force
26 majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion
27 of North Las Vegas, such event may cause or contribute to an endangerment to public health,
28 welfare or the environment. North Las Vegas shall include with any notice all available

1 documentation supporting the claim that the delay was attributable to a force majeure. Failure
2 to comply with the above requirements shall preclude North Las Vegas from asserting any
3 claim of force majeure for that event for the period of time of such failure to comply, and for
4 any additional delay caused by such failure. North Las Vegas shall be deemed to know of any
5 circumstance of which North Las Vegas, any entity controlled by North Las Vegas, or North
6 Las Vegas' Contractors knew or should have known.

7 39. If EPA, after a reasonable opportunity for review and comment by the State,
8 agrees that the delay or anticipated delay is attributable to a force majeure event, the time for
9 performance of the obligations under this Consent Decree that are affected by the force
10 majeure event will be extended by EPA, after a reasonable opportunity for review and
11 comment by the State, for such time as is necessary to complete those obligations. An
12 extension of the time for performance of the obligations affected by the force majeure event
13 shall not, of itself, extend the time for performance of any other obligation. EPA will notify
14 North Las Vegas in writing of the length of the extension, if any, for performance of the
15 obligations affected by the force majeure event.

16 40. If EPA, after a reasonable opportunity for review and comment by the State,
17 does not agree that the delay or anticipated delay has been or will be caused by a force majeure
18 event, EPA will notify North Las Vegas in writing of its decision.

19 41. If North Las Vegas elects to invoke the dispute resolution procedures set forth
20 in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's
21 notice. In any such proceeding, North Las Vegas shall have the burden of demonstrating by a
22 preponderance of the evidence that the delay or anticipated delay has been or will be caused by
23 a force majeure event, that the duration of the delay or the extension sought was or will be
24 warranted under the circumstances, that best efforts were exercised to avoid and mitigate the
25 effects of the delay, and that North Las Vegas complied with the requirements of Paragraphs
26 37 and 38. If North Las Vegas carries this burden, the delay at issue shall be deemed not to be
27 a violation by North Las Vegas of the affected obligation of this Consent Decree identified to
28 EPA and the Court.

X. DISPUTE RESOLUTION

1
2 42. Unless otherwise expressly provided for in this Consent Decree, the dispute
3 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes
4 arising under or with respect to this Consent Decree. North Las Vegas' failure to seek
5 resolution of a dispute under this Section shall preclude North Las Vegas from raising any such
6 issue as a defense to an action by the United States and the State to enforce any obligation of
7 North Las Vegas arising under this Decree.

8 43. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under
9 this Consent Decree shall first be the subject of informal negotiations. The dispute shall be
10 considered to have arisen when North Las Vegas sends the United States and the State a
11 written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The
12 period of informal negotiations shall not exceed 20 Days from the date the dispute arises,
13 unless that period is modified by written agreement. If the Parties cannot resolve a dispute by
14 informal negotiations, then the position advanced by the United States shall be considered
15 binding unless, within 20 Days after the conclusion of the informal negotiation period, North
16 Las Vegas invokes formal dispute resolution procedures as set forth below.

17 44. Formal Dispute Resolution. North Las Vegas shall invoke formal dispute
18 resolution procedures, within the time period provided in the preceding Paragraph, by serving
19 on the United States a written Statement of Position regarding the matter in dispute. The
20 Statement of Position shall include, but need not be limited to, any factual data, analysis, or
21 opinion supporting North Las Vegas' position and any supporting documentation relied upon
22 by North Las Vegas.

23 45. The United States, after consultation with the State, shall serve its Statement of
24 Position within 45 Days of receipt of North Las Vegas' Statement of Position. The United
25 States' Statement of Position shall include, but need not be limited to, any factual data,
26 analysis, or opinion supporting that position and any supporting documentation relied upon by
27 the United States. The United States' Statement of Position shall be binding on North Las
28

1 Vegas, unless North Las Vegas files a motion for judicial review of the dispute in accordance
2 with the following Paragraph.

3 46. North Las Vegas may seek judicial review of the dispute by filing with the
4 Court and serving on the United States, in accordance with Section XIV (Notices), a motion
5 requesting judicial resolution of the dispute. The motion must be filed within 10 Days of
6 receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The
7 motion shall contain a written statement of North Las Vegas' position on the matter in dispute,
8 including any supporting factual data, analysis, opinion, or documentation, and shall set forth
9 the relief requested and any schedule within which the dispute must be resolved for orderly
10 implementation of the Consent Decree.

11 47. The United States shall respond to North Las Vegas' motion within the time
12 period allowed by the Local Rules of this Court. North Las Vegas may file a reply
13 memorandum, to the extent permitted by the Local Rules.

14 48. Standard of Review

15 a. Disputes Concerning Matters Accorded Record Review. Except as
16 otherwise provided in this Consent Decree, in any dispute brought under Paragraph 57
17 pertaining to the adequacy or appropriateness of plans, procedures to implement plans,
18 schedules or any other items requiring approval by EPA under this Consent Decree; the
19 adequacy of the performance of work undertaken pursuant to this Consent Decree; and
20 all other disputes that are accorded review on the administrative record under
21 applicable principles of administrative law, North Las Vegas shall have the burden of
22 demonstrating, based on the administrative record, that the position of the United States
23 is arbitrary and capricious or otherwise not in accordance with law.

24 b. Other Disputes. Except as otherwise provided in this Consent Decree, in
25 any other dispute brought under Paragraph 57, North Las Vegas shall bear the burden
26 of demonstrating that its position complies with this Consent Decree and better further
27 the Objectives of the Consent Decree.
28

1 49. The invocation of dispute resolution procedures under this Section shall not, by
2 itself, extend, postpone, or affect in any way any obligation of North Las Vegas under this
3 Consent Decree, unless and until final resolution of the dispute so provides. Stipulated
4 penalties with respect to the disputed matter shall continue to accrue from the first Day of
5 noncompliance, but payment shall be stayed pending resolution of the dispute as provided in
6 Paragraph 31. If North Las Vegas does not prevail on the disputed issue, stipulated penalties
7 shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

8 XI. INFORMATION COLLECTION AND RETENTION

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

- 12 a. Monitor the progress of activities required under this Consent Decree;
- 13 b. Verify any data or information submitted to the United States or the
14 State in accordance with the terms of this Consent Decree;
- 15 c. Obtain samples and, upon request, splits of any samples taken by North
16 Las Vegas or its representatives, Contractors, or consultants;
- 17 d. Obtain documentary evidence, including photographs and similar data;
- 18 and
- 19 e. Assess North Las Vegas' compliance with this Consent Decree.

20 51. Upon request, North Las Vegas shall provide EPA and the State, or their
21 authorized representatives, splits of any samples taken by North Las Vegas. Upon request,
22 EPA and the State shall provide North Las Vegas splits of any samples taken by EPA or the
23 State.

24 52. Until five years after the termination of this Consent Decree, North Las Vegas
25 shall retain, and shall instruct its Contractors and agents to preserve, all non-identical copies of
26 all documents, records, or other information (including documents, records, or other
27 information in electronic form) in its or its Contractors' or agents' possession or control, or that
28

1 come into its or its Contractors' or agents' possession or control, and that relate in any manner
2 to North Las Vegas' performance of its obligations under this Consent Decree. This
3 information-retention requirement shall apply regardless of any contrary corporate or
4 institutional policies or procedures. At any time during this information-retention period, upon
5 request by the United States or the State, North Las Vegas shall provide copies of any
6 documents, records, or other information required to be maintained under this Paragraph.

7 53. At the conclusion of the information-retention period provided in the preceding
8 Paragraph, North Las Vegas shall notify the United States and the State at least 90 Days prior
9 to the destruction of any documents, records, or other information subject to the requirements
10 of the preceding Paragraph and, upon request by the United States or the State, North Las
11 Vegas shall deliver any such documents, records, or other information to EPA or the State.
12 North Las Vegas may assert that certain documents, records, or other information is privileged
13 under the attorney-client privilege or any other privilege recognized by federal law. If North
14 Las Vegas asserts such a privilege, it shall provide the following: (a) the title of the document,
15 record, or information; (b) the date of the document, record, or information; (c) the name and
16 title of each author of the document, record, or information; (d) the name and title of each
17 addressee and recipient; (e) a description of the subject of the document, record, or
18 information; and (f) the privilege asserted by North Las Vegas. However, no documents,
19 records, or other information created or generated pursuant to the requirements of this Consent
20 Decree shall be withheld on grounds of privilege.

21 54. North Las Vegas may also assert that information required to be provided under
22 this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2.
23 As to any information that North Las Vegas seeks to protect as CBI, North Las Vegas shall
24 follow the procedures set forth in 40 C.F.R. Part 2.

25 55. This Consent Decree in no way limits or affects any right of entry and
26 inspection, or any right to obtain information, held by the United States or the State pursuant to
27 applicable federal or State laws, regulations, or permits, nor does it limit or affect any duty or
28

1 obligation of North Las Vegas to maintain documents, records, or other information imposed
2 by applicable federal or State laws, regulations, or permits.

3 XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

4 56. This Consent Decree resolves the civil claims of the United States and the State
5 for the violations alleged in the Complaint filed in this action through the date of lodging.

6 57. The United States and the State reserve all legal and equitable remedies
7 available to enforce the provisions of this Consent Decree. This Consent Decree shall not be
8 construed to limit the rights of the United States or the State to obtain penalties or injunctive
9 relief under the CWA or implementing regulations, or under other federal or State laws,
10 regulations, or permit conditions. The United States and the State further reserve all legal and
11 equitable remedies to address any imminent and substantial endangerment to the public health
12 or welfare or the environment arising at, or posed by, North Las Vegas' Facility, whether
13 related to the violations addressed in this Consent Decree or otherwise.

14 58. In any subsequent administrative or judicial proceeding initiated by the United
15 States or the State for injunctive relief, civil penalties, other appropriate relief relating to North
16 Las Vegas' violations, North Las Vegas shall not assert, and may not maintain, any defense or
17 claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion,
18 claim preclusion, claim-splitting, or other defenses based upon any contention that the claims
19 raised by the United States or the State in the subsequent proceeding were or should have been
20 brought in the instant case, except with respect to claims that have been specifically resolved
21 pursuant to Paragraph 56.

22 59. This Consent Decree is not a permit, or a modification of any permit, under any
23 federal, State, or local laws or regulations. North Las Vegas is responsible for achieving and
24 maintaining complete compliance with all applicable federal, State, and local laws, regulations,
25 and permits; and North Las Vegas' compliance with this Consent Decree shall be no defense to
26 any action commenced pursuant to any such laws, regulations, or permits, except as set forth
27 herein. The United States and the State do not, by their consent to the entry of this Consent
28

1 Decree, warrant or aver in any manner that North Las Vegas' compliance with any aspect of
2 this Consent Decree will result in compliance with provisions of the CWA 33 U.S.C. § 1251, et
3 seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

4 60. This Consent Decree does not limit or affect the rights of North Las Vegas or of
5 the United States or the State against any third parties, not party to this Consent Decree, nor
6 does it limit the rights of third parties, not party to this Consent Decree, against North Las
7 Vegas, except as otherwise provided by law.

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

10 62. Nothing in this Consent Decree limits the rights or defenses available under
11 Section 309(e) of the CWA, 33 U.S.C. § 1319(e), in the event that the laws of the State, as
12 currently or hereafter enacted, may prevent North Las Vegas from raising the revenues needed
13 to comply with this Decree.

14 XIII. COSTS

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

19 XIV. NOTICES

20 64. Unless otherwise specified in this Decree, whenever notifications, submissions,
21 or communications are required by this Consent Decree, they shall be made in writing and
22 addressed as follows:
23

24 As to the United States by email:

25 eescdcopy.enrd@usdoj.gov

26 Re: DJ # 90-5-1-1-11443

27 As to the United States by mail:

28 EES Case Management Unit

Environment and Natural Resources Division

1 U.S. Department of Justice
2 P.O. Box 7611
3 Washington, D.C. 20044-7611
4 Re: DJ # 90-5-1-1-11443

5 As to EPA:

6 Jim Polek, Environmental Engineer
7 Enforcement Division
8 Region 9, US E.P.A.
9 75 Hawthorne Street
10 San Francisco, CA 94105
11 Polek.jim@epa.gov

12 As to NDEP:

13 Bruce Holmgren, Bureau Chief
14 Bureau of Water Pollution Control
15 Nevada Division of Environmental Protection
16 901 S. Stewart Street, Suite 4001
17 Carson City, NV 89701
18 bholmgre@ndep.nv.gov

19 As to North Las Vegas:

20 Director of Utilities
21 City of North Las Vegas
22 2250 Las Vegas Boulevard North
23 North Las Vegas, NV 89030

24 City Attorney
25 City of North Las Vegas
26 2250 Las Vegas Boulevard North
27 North Las Vegas, NV 89030

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

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

1 XV. EFFECTIVE DATE

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

5 XVI. RETENTION OF JURISDICTION

6 68. The Court shall retain jurisdiction over this case until termination of this
7 Consent Decree, for the purpose of resolving disputes arising under this Decree or entering
8 orders modifying this Decree, pursuant to Sections X and XVII, or effectuating or enforcing
9 compliance with the terms of this Decree.

10 XVII. MODIFICATION

11 69. The terms of this Consent Decree, may be modified only by a subsequent
12 written agreement signed by all the Parties. Where the modification constitutes a material
13 change to this Decree, it shall be effective only upon approval by the Court.

14 70. Any disputes concerning modification of this Decree shall be resolved pursuant
15 to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof
16 provided by Paragraph 48, the Party seeking the modification bears the burden of
17 demonstrating that it is entitled to the requested modification in accordance with Federal Rule
18 of Civil Procedure 60(b).

19 XVIII. TERMINATION

20 71. After North Las Vegas has completed the requirements of Section VI
21 (Compliance Requirements), has thereafter maintained continuous satisfactory compliance
22 with all other requirements of this Consent Decree for a period of 2 years, and has paid the
23 civil penalty and any accrued stipulated penalties as required by this Consent Decree, North
24 Las Vegas may serve upon the United States and the State a Request for Termination, stating
25 that North Las Vegas has satisfied these requirements, together with all necessary supporting
26 documentation.
27
28

1 72. Following receipt by the United States and the State of North Las Vegas’
2 Request for Termination, the Parties shall confer informally concerning the Request and any
3 disagreement that the Parties may have as to whether North Las Vegas has satisfactorily
4 complied with the requirements for termination of this Consent Decree. If the United States,
5 after consultation with the State, agrees that the Decree may be terminated, the Parties shall
6 submit, for the Court’s approval, a joint stipulation terminating the Decree.

7 73. If the United States, after consultation with the State, does not agree that the
8 Decree may be terminated, North Las Vegas may invoke Dispute Resolution under Section X.
9 However, North Las Vegas shall not seek Dispute Resolution of any dispute regarding
10 termination until after service of its Request for Termination.

11 XIX. PUBLIC PARTICIPATION

12 74. This Consent Decree shall be lodged with the Court for a period of not less than
13 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United
14 States reserves the right to withdraw or withhold its consent if the comments regarding the
15 Consent Decree disclose facts or considerations indicating that the Consent Decree is
16 inappropriate, improper, or inadequate. North Las Vegas consents to entry of this Consent
17 Decree without further notice and agrees not to withdraw from or oppose entry of this Consent
18 Decree by the Court or to challenge any provision of the Decree, unless the United States has
19 notified North Las Vegas in writing that it no longer supports entry of the Decree.

20 XX. SIGNATORIES/SERVICE

21 75. Each undersigned representative of North Las Vegas, the State of Nevada, and
22 the Assistant Attorney General for the Environment and Natural Resources Division of the
23 Department of Justice certifies that he or she is fully authorized to enter into the terms and
24 conditions of this Consent Decree and to execute and legally bind the Party he or she
25 represents to this document.
26

27 76. This Consent Decree may be signed in counterparts, and its validity shall not be
28 challenged on that basis. North Las Vegas agrees to accept service of process by mail with

1 respect to all matters arising under or relating to this Consent Decree and to waive the formal
2 service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any
3 applicable Local Rules of this Court including, but not limited to, service of a summons.

4
5 XXI. INTEGRATION

6 77. This Consent Decree constitutes the final, complete, and exclusive agreement
7 and understanding among the Parties with respect to the settlement embodied in the Decree and
8 supersedes all prior agreements and understandings, whether oral or written, concerning the
9 settlement embodied herein (other than deliverables that are subsequently submitted and
10 approved pursuant to this Decree). The Parties acknowledge that there are no representations,
11 agreements, or understandings relating to the settlement other than those expressly contained in
12 this Consent Decree.

13 XXII. FINAL JUDGMENT

14 78. Upon approval and entry of this Consent Decree by the Court, this Consent
15 Decree shall constitute a final judgment of the Court as to the United States, the State, and
16 North Las Vegas. The Court finds that there is no just reason for delay and therefore enters
17 this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.


18 Dated and entered this _____ day of _____, 2017

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20
21 _____
22 UNITED STATES DISTRICT JUDGE
23
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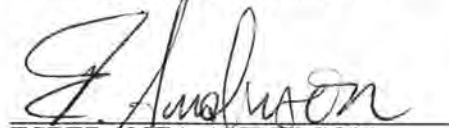
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States
2 and the State of Nevada v. the City of North Las Vegas,

3
4 FOR THE UNITED STATES OF AMERICA:
5 JEFFREY H. WOOD
6 Acting Assistant Attorney General

7 9/27/17
8 _____
9 Date

10 
11 _____
12 ELLEN M. MAHAN
13 Deputy Chief
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 Washington, DC 20044-7611

17 9/27/17
18 _____
19 Date

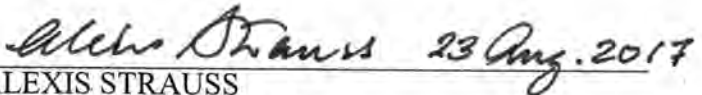
20 
21 _____
22 ESPERANZA ANDERSON
23 Environmental Enforcement Section
24 Environment and Natural Resources Division
25 U.S. Department of Justice
26 Washington, DC 20044-7611
27 202 514-4059 Telephone
28 202 616-2427 Fax

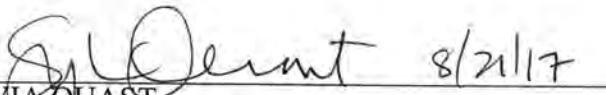
STEVEN W. MYHRE
Acting United States Attorney

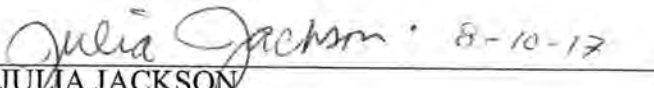
18 
19 _____
20 TROY K. FLAKE
21 Assistant United States Attorney
22 U.S. Attorney's Office
23 501 Las Vegas Boulevard South
24 Suite 1100
25 Las Vegas, NV 89101

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States
2 and the State of Nevada v. the City of North Las Vegas,

3
4 FOR THE U.S. ENVIRONMENTAL PROTECTION
5 AGENCY:

6
7  23 Aug. 2017
8 ALEXIS STRAUSS
9 Acting Regional Administrator
10 U.S. Environmental Protection Agency, Region IX
11 Office of Regional Counsel

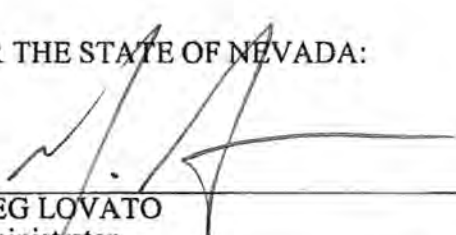
12  8/21/17
13 SYLVIA QUAST
14 Regional Counsel
15 U.S. Environmental Protection Agency, Region IX
16 Office of Regional Counsel

17  8-10-17
18 JULIA JACKSON
19 Assistant Regional Counsel
20 U.S. Environmental Protection Agency, Region IX
21 Office of Regional Counsel
22
23
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25
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States
2 and the State of Nevada v. the City of North Las Vegas,

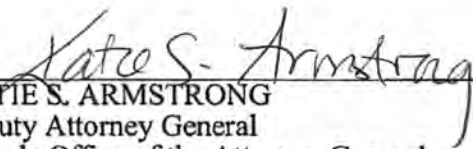
3
4 FOR THE STATE OF NEVADA:

5
6 Date 8/29/2017

7 
8 _____
9 GREG LOVATO
10 Administrator
11 Nevada Division of Environmental Protection

12 Approved as to Form:

13 Date 8/29/17

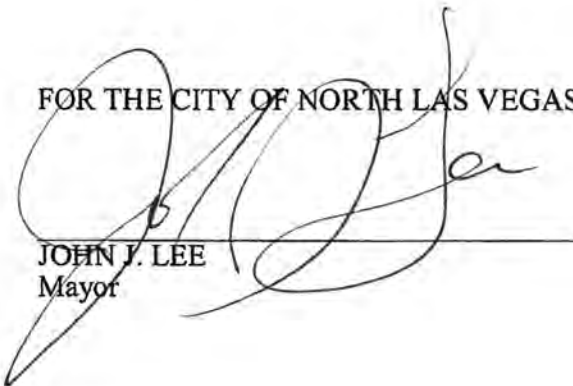
14 
15 _____
16 KATIE S. ARMSTRONG
17 Deputy Attorney General
18 Nevada Office of the Attorney General
19
20
21
22
23
24
25
26
27
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States
2 and the State of Nevada v. the City of North Las Vegas,

3
4 FOR THE CITY OF NORTH LAS VEGAS:

5
6 August 2, 2017
7 Date

By:

8 
9 _____
10 JOHN J. LEE
11 Mayor

ATTEST:

12 Of City Council Action:

By:

13 
14 _____
15 CATHERINE A. RAYNOR, MMC

16 City Clerk

17 Approved as to Form:

By:

18 
19 _____
20 MICAELA MOORE
21 City Attorney