FOR THE EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
LEAGUE OF WOMEN VOTERS OF NEW ORLEANS. et al.	)	
Plaintiff-Intervenors,	)	
v.	)	CIVIL ACTION NO. 93-3212
	)	
SEWERAGE AND WATER BOARD OF NEW ORLEANS, CITY OF NEW ORLEANS, and the STATE OF LOUISIANA,	)	Section "S"
	)	Mag. 1
	)	
Defendants.	)	

CONSENT DECREE

I. JURISDICTION 4

II. VENUE 4

III. PARTIES 5

IV BINDING EFFECT 5

V. PURPOSE 6

VI. DEFINITIONS 7

VII. COMPLIANCE WITH CLEAN WATER ACT AND CLEAN AIR ACT 9

VIII. CLEAN AIR ACT REMEDIAL MEASURES 10

IX. CLEAN WATER ACT REMEDIAL MEASURES: PUMP STATIONS 10

X. CLEAN WATER ACT REMEDIAL MEASURES: SCADA AND REMOTE MONITORING 10

XI. CLEAN WATER ACT REMEDIAL MEASURES: CROSS CONNECTIONS 11

XII. CLEAN WATER ACT REMEDIAL MEASURES: PREVENTIVE MAINTENANCE PROGRAM 13

XIII. CLEAN WATER ACT REMEDIAL MEASURES: SEWER OVERFLOW ACTION PLAN . 14

XIV. CLEAN WATER ACT REMEDIAL MEASURES: TRACKING AND REPORTING OF UNAUTHORIZED DISCHARGES 16

XV. CLEAN WATER ACT REMEDIAL MEASURES: COMPREHENSIVE COLLECTION SYSTEM REMEDIAL PROGRAM 16

A. INTRODUCTION 16
B. COLLECTION SYSTEM EVALUATION CRITERIA 17
C. COLLECTION SYSTEM EVALUATION STUDIES 18
D. REMEDIAL MEASURES ACTION PLANS ("RMAP"s) 19
E. FINAL PLAN FOR COLLECTION SYSTEM EVALUATION STUDIES 21
F. IMPLEMENTATION OF RMAPs 22
G. DEVELOPMENT AND IMPLEMENTATION OF COMPUTERIZED COLLECTION SYSTEM MODEL 23
H. COMPLETION 24

XVI. STORM SEWER MONITORING PROGRAM 24

XVII. EMPLOYEE TRAINING PROGRAM 27

XVIII. OUTREACH AND PUBLIC AWARENESS 28

XIX. REPORTING 28

XX. CIVIL PENALTY 31

XXI SUPPLEMENTAL ENVIRONMENTAL PROJECT 33

XXII. STIPULATED PENALTIES 35

XXIII. FORCE MAJEURE 42

XXIV. RETENTION OF JURISDICTION/DISPUTE RESOLUTION 44

XXV. RIGHT OF ENTRY 45

XXVI. NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS 46

XXVII. FAILURE OF COMPLIANCE 46

XXVIII. NON-WAIVER PROVISIONS 47

XXIX. COSTS OF SUIT 49

XXX. RECORD KEEPING 49

XXXI. FORM OF NOTICE 50

XXXII. MODIFICATION 51

XXXIII. CONTINGENT LIABILITY OF STATE OF LOUISIANA 51

XXXIV. PUBLIC COMMENT AND ENTRY 51

XXXV. TERMINATION 52

XXXVI. SIGNATORIES 52

LIST OF EXHIBITS

1. *Operation and Maintenance Plan for the Fluidized Bed Incinerator*

2. *Specifications for Furnishing Programming for the Supervisory Control and Data Acquisition System for Remote Monitoring and Control of the Sewage Pumping Stations*

3. *Preventive Maintenance Program*

4. *Sewer Overflow Action Plan*

5. *Outreach and Public Awareness Program*

6. *Supplemental Environmental Project Plan Requirements*

7. *Pump Station Testing and Evaluation Report*

8. *Force Main Capacity Report*

9. *Flow Measurement Plan*

10. *Collection System Evaluation Criteria*

11. *Drainage and Sewerage Pumping Operations Employee Training Manual*

12. *Cross Connection Security Plan*

13. *Computerized Collection System Model Plan*

14. *Cross Connection List*

WHEREAS, Plaintiff, the United States of America ("United States"), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed the Complaint, First Amended Complaint and the Second Amended Complaint in this action seeking injunctive relief and civil penalties pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and Section 113 of the Clean Air Act, 42 U.S.C. § 7413, naming as defendants the Sewerage and Water Board of New Orleans (the "Board") and the City of New Orleans (the "City") (hereinafter together referred to as the "Defendants"), and the State of Louisiana (the "State") as a Defendant pursuant to Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e); and

WHEREAS, the Board operates publicly owned treatment works ("POTW") that serve the citizens of the City of New Orleans, Louisiana, which is located in Orleans Parish within the jurisdiction of the U.S. District Court for the Eastern District of Louisiana; and

WHEREAS, the City of New Orleans, Louisiana, which is located in the Eastern District of Louisiana, is a Defendant in this action by Order of the Court; and

WHEREAS, the United States alleges that the Board has violated and continues to violate Section 301 of the Clean Water Act, 33 U.S.C. § 1311, by: (1) discharging pollutants from permitted outfall 001 for its East Bank Plant into the Mississippi River in violation of the effluent limitations established in National Pollutant Discharge Elimination System ("NPDES") permit number LA0038091 ("Permit No. LA0038091") issued to the Board pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342; (2) discharging untreated sewage from its

sewage collection system ("Collection System" as defined in Paragraph 13(e) and treatment facilities ("East Bank Plant") into canals, ditches and other conduits, the Mississippi River, Lake Ponchartrain and other waters of the United States; (3) failing to report noncompliance, as required by Permit No. LA0038091; and (4) failing to properly operate and maintain the treatment and control facilities and systems at the East Bank Plant as required by Permit No. LA0038091; and

WHEREAS, pursuant to Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e), the State is liable for payment of any judgment, or any expenses incurred as a result of complying with any judgment entered against the Board or the City, to the extent that the laws of the State prevent the Board or the City from raising the revenues needed to comply with such judgment; and

WHEREAS, the First Amended Complaint and the Second Amended Complaint allege that in operating a fluidized bed incinerator ("FBI") at its East Bank Plant, the Board violated the Standards for Performance of New Stationary Sources ("NSPS"), 40 C.F.R. Part 60, Subparts A and O, promulgated pursuant to Section 111 of the Clean Air Act, 42 U.S.C. § 7411, and the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), 40 C.F.R. Part 61, Subparts A and E, promulgated pursuant to Section 112 of the Clean Air Act, 43 U.S.C. § 7412; and

WHEREAS, the First Amended Complaint and the Second Amended Complaint allege that in operating a multiple hearth furnace ("MHF") at its East Bank Plant, the Board violated Subparts A and E of the NESHAP; and

WHEREAS, the League of Women Voters of New Orleans, the Lake

Pontchartrain Basin Foundation, the Orleans Audubon Society and the Louisiana Environmental Action Network have intervened in this action by Order of the Court as Plaintiff-Intervenors, and allege that the Defendants violated and continue to violate Section 301 of the Clean Water Act, 33 U.S.C. § 1311, by (1) discharging pollutants from its East Bank Plant into the Mississippi River in violation of the effluent limitations established in Permit No. LA0038091; (2) discharging untreated sewage from unauthorized point sources to canals, ditches and other conduits, the Mississippi River, Lake Pontchartrain and other waters of the United States; (3) failing to report noncompliance, as required by Permit No. LA0038091; and (4) failing to properly operate and maintain the treatment and control facilities at the East Bank Plant; and

WHEREAS, the parties recognize that this Decree is a settlement of a contested matter and that participation in the settlement does not constitute or represent any admission of law or fact by any party; and

WHEREAS, the Board, the City and the State have asserted defenses to the allegations contained in the First and Second Amended Complaints and deny in whole or in part the allegations presented by the United States in same; and

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

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

I.
JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the parties to this action pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b); Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b); and 28 U.S.C. §§ 1331, 1345, 1355. The Complaint, the First Amended Complaint and the Second Amended Complaint state claims upon which relief may be granted against the Board under Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and Section 113 of the Clean Air Act, 42 U.S.C. § 7413, for injunctive relief and civil penalties and the State under Section 309 of the Clean Water Act, 33 U.S.C. § 1319, for injunctive relief. The First Complaint and the Second Amended Complaint state claims upon which relief may be granted against the City and the State under Section 309 of the Clean Water Act, 33 U.S.C. § 1319, for injunctive relief. The Defendants and the State waive any and all objections that they might have to the Court's jurisdiction to enter and enforce this Consent Decree. Authority to bring this action is vested in the United States Department of Justice pursuant to Section 506 of the Clean Water Act, 33 U.S.C. § 1366; Section 305 of the Clean Air Act, 42 U.S.C. § 7605; and 28 U.S.C. §§ 516 and 519.

II.
VENUE

2. Venue is proper in this Court pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b); Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b); and 28 U.S.C. §§ 1391(b) and 1395(a).

III.
PARTIES

3. Plaintiff, the United States of America ("United States"), is acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency.

4. Plaintiff-Intervenor League of Women Voters of New Orleans is a nonpartisan organization; Plaintiff-Intervenor Lake Pontchartrain Basin Foundation is a membership-based citizens' organization; Plaintiff-Intervenor Orleans Audubon Society is a chapter of the National Audubon Society; and Plaintiff-Intervenor Louisiana Environmental Action Network is an incorporated civic organization.

5. Defendants, the Sewerage and Water Board of New Orleans (the "Board") and the City of New Orleans (the "City"), are each a "municipality" as defined in Section 502(4) of the Clean Water Act, 33 U.S.C. § 1362(4), and in Section 302(f) of the Clean Air Act, 42 U.S.C. § 7602(f).

6. The Board and the City are each a "person" within the meaning of Section 502(5) of the Clean Water Act, 33 U.S.C. § 1362(5), and Section 302(e) of the Clean Air Act, 42 U.S.C. § 7602(e).

7. Defendant, the State of Louisiana ("State"), is a defendant pursuant to Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e).

IV.
BINDING EFFECT

8. The provisions of this Consent Decree shall apply to and be binding on Defendants, their officers, directors, employees, agents, servants, successors and assigns, and all

persons, firms and corporations in active concert or participation with Defendants or Defendants' officers, directors, agents, employees, successors and assigns, and upon the United States.

9. Effective from the Date of Lodging of this Consent Decree until its termination, the Board and the City shall give written notice of this Consent Decree to any person or entity to whom those Defendants transfer ownership or operation of the East Bank Plant, the Collection System or any other portion of their wastewater treatment and collection system and shall provide a copy of this Consent Decree to any such person or entity. The Board and the City shall notify EPA and the United States Department of Justice in writing of any successor in interest at least twenty-one (21) days prior to any such transfer.

10. The Board shall provide a copy of this Consent Decree to each engineering, consulting and contracting firm to be retained to perform the work or any portion thereof required by this Consent Decree upon execution of any contract relating to such work, and shall provide a copy to each engineering, consulting and contracting firm already retained no later than thirty (30) days after the Date of Lodging of this Consent Decree. Any action taken by any contractor or consultant retained by the Board to implement the Board's duties under this Consent Decree shall be considered an action of the Board for purposes of determining compliance with this Consent Decree. In an action to enforce this Consent Decree, the Board shall not assert as a defense against the Parties any act or failure to act by any of its officers, directors, employees, agents, servants, contractors, successors and assigns.

V.
PURPOSE

11. The express purpose of the parties entering into this Consent Decree is to

take all measures necessary to enable the Board to comply with the Clean Water Act, including the terms of Permit No. LA0038091, the Clean Air Act, and the regulations promulgated under those Acts.

VI.
DEFINITIONS

12. Unless otherwise defined herein, terms used in this Consent Decree shall have the meanings given to those terms in the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and the regulations promulgated under each of those Acts.

13. The following terms used in this Consent Decree shall be defined as follows:

a. "Calendar quarter" shall mean a three month period ending on March 31st, June 30th, September 30th, or December 31st.

b. The terms "day" or "days" as used herein shall mean a calendar day or calendar days. When the day a report or other deliverable is due under this Consent Decree falls on a Saturday, Sunday or a legal holiday as set forth in Federal Rule of Civil Procedure 6, Defendants shall have until the next calendar day that is not one of the aforementioned days for submittal of such report or other deliverable.

c. "Board" shall mean the Sewerage and Water Board of New Orleans.

d. "City" shall mean the City of New Orleans, Louisiana.

e. "Collection System" shall mean the sewage collection and

transmission system (including all pipes, force mains, gravity sewer lines, lift stations, pump stations, manholes, and appurtenances thereto) operated by the Board that serves the East Bank Plant.

f. "Consent Decree" shall mean this Consent Decree.

g. "Cross Connection" shall mean any physical connection between any part of the Collection System and any part of the Drainage System, whether valved or not valved, and whether or not such physical connection is now known to the Board.

h. "Date of Entry" shall mean the date this Consent Decree is approved and signed by a United States District Court Judge for the Eastern District of Louisiana.

i. "Date of Lodging" shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Eastern District of Louisiana.

j. "Drainage System" shall mean pipes, conduits, channels, stormwater pump stations, canals and other appurtenances operated by the Board and designed for and used for conveying stormwater runoff, surface water runoff, and other drainage water.

k. "East Bank Plant" shall mean the sewage treatment plant operated by the Board and located at 6501 Florida Avenue, New Orleans, Louisiana, and all components of such sewage treatment plant.

l. "Non-Compliant Discharge" shall mean any discharge of wastewater through the permitted outfall (Permit # LA0038091) not in compliance with permit conditions.

m. "Paragraph" shall mean a portion of this Consent Decree identified

by Arabic numerals. "Sub-paragraph" shall mean a portion of a paragraph identified by lower case letters.

n. "Permit No. LA0038091" shall mean National Pollutant Discharge Elimination System ("NPDES") permit number LA0038091 issued to the Board pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, for the East Bank Plant and any future, extended, modified or reissued permit.

o. "RMAP" shall mean a remedial measures action plan consistent with this Consent Decree.

p. "Section" shall mean a portion of this Consent Decree identified by Roman numerals.

q. "Surface Waters" shall mean waters of the United States as defined by 40 C.F.R. § 122.2.

r. "Unauthorized Discharge" shall mean any discharge of wastewater from any point in the Collection System, other than through the permitted outfall, to waters of the United States.

VII.
COMPLIANCE WITH CLEAN WATER ACT AND CLEAN AIR ACT

14. The Board shall comply at all times with the Clean Water Act, the regulations promulgated thereunder, and all terms of Permit No. LA0038091. The Board shall comply at all times with the Clean Air Act, and the NSPS and NESHAP regulations promulgated thereunder, at the East Bank Plant.

VIII.
CLEAN AIR ACT REMEDIAL MEASURES

15. The Board shall operate all facilities in accordance with the Clean Air Act. Specifically, the Board shall operate its fluidized bed incinerator consistent with the final, EPA-approved Operation and Maintenance Plan for the Fluidized Bed Incinerator ("Incinerator Plan") for the East Bank Plant, attached as Exhibit 1. The Board shall comply with the requirements of the Incinerator Plan and submit reports as required by Paragraph 61 (c) below to document proper compliance with the Incinerator Plan.

IX.
CLEAN WATER ACT REMEDIAL MEASURES: PUMP STATIONS

16. The Board shall operate all stations such that, in the event of the failure of the largest or primary pump, one or more additional pumps shall be immediately activated as necessary to maintain pump station capacity and to prevent unauthorized discharges.

X.
CLEAN WATER ACT REMEDIAL MEASURES: SCADA AND REMOTE MONITORING

17. The Board has on-line and shall continuously operate a Supervisory Control and Data Acquisition ("SCADA") system at each pump station within the Collection System, with the exception of the Pines Village pump station which will have such a SCADA system installed and continuously operating by March 1, 1998. The McCoy-Darby pump station is excluded from this requirement.

18. The SCADA system shall include, at a minimum, remote monitoring equipment at each pump station in the Collection System, and a central dispatch center manned on a 24-hour basis (currently at Pump Station A) to receive remotely transmitted information from

each pump station. All data shall be continuously reported and transmitted via SCADA from each pump station and shall be continuously monitored by Board personnel at the central dispatch center. When the information transmitted to the central dispatch center indicates that a problem has occurred that may result in an unauthorized discharge, the dispatch center shall notify appropriate responsible individuals who will ensure that the problem is resolved in a timely manner in order to prevent or mitigate an unauthorized discharge, in accordance with procedures in the Sewer Overflow Action Plan, attached as Exhibit 4.

19. The SCADA system shall continuously monitor, report, and transmit information for each pump station in accordance with the specifications described in the document entitled "Specifications for Furnishing Programming for the Supervisory Control and Data Acquisition System for Remote Monitoring and Control of the Sewage Pumping Stations" attached as Exhibit 2 and incorporated herein.

XI.
CLEAN WATER ACT REMEDIAL MEASURES: CROSS CONNECTIONS

20. The Board has certified, and by its signature hereto represents, that it has conducted a thorough inspection of all known cross connections and has permanently closed or eliminated all such connections. The Board shall certify to EPA not later than March 1, 1998 that all known cross connections not provided for in Exhibit 14 have been permanently sealed. However, cross connection Number 64, located in the drainage chamber which passes under the Inner Harbor Navigation Canal lock, is excluded from the March 1, 1998 deadline. The Army Corp of Engineers plans to completely close and dewater the lock for 60 days beginning on or after June 1, 1998, provided the Mississippi River stage is below elevation +6.0 feet NGVD. At

such time as the lock is closed and dewatered, the Corps of Engineers will grant access to the Board for the purpose of performing repairs. The Board shall permanently seal cross connection Number 64 no later than the end of the 60-day period in which the Army Corps of Engineers closes and dewaters the Inner Harbor Navigation Canal lock. In the interim, the Board certifies that cross connection Number 64 will not be used under any circumstances.

21. If the Board identifies any cross connection subsequent to the lodging of this Consent Decree it shall permanently seal or eliminate such cross connection within thirty (30) days of identification.

22. Cross connections retained by the Board as identified in Exhibit 14 shall comply with the following conditions:

a. Wherever there is a physical connection between the sanitary sewer and the storm drainage system, there shall be a physical barrier to prevent any transfer between the two systems (i.e. a valve or gate) which shall be closed and secured;

b. The Cross Connection Security Plan, attached as Exhibit 12, must be followed to ensure that there is no use of the cross connection by unauthorized individuals;

c. The Board shall inspect the valves in the method and frequency set forth in the Cross Connection Security Plan, to assure that they are closed and that they have not been opened; and

d. The Board shall report to EPA all instances in which the valve or gate is opened in accordance with Paragraph 61(b) below.

23. Any use of a cross connection, whether listed in Exhibit 14 or newly discovered, will be considered a violation of the Clean Water Act and of the Consent Decree.

XII.
CLEAN WATER ACT REMEDIAL MEASURES: PREVENTIVE MAINTENANCE PROGRAM

24. The Board has developed a Preventive Maintenance Program (Exhibit 3), approved by EPA, intended to prevent unauthorized discharges and to achieve compliance with the Clean Water Act and NPDES Permit with regard to the day-to-day operation of the East Bank Collection System. The Preventive Maintenance Program describes the type and frequency of inspection, cleaning, and preventive maintenance activities the Board will conduct. The Board shall comply with the Preventive Maintenance Program in accordance with the procedures and schedule therein.

25. If the Board believes that new information or data would support modification of the Preventive Maintenance Program, the Board may submit to EPA a Request for Modification of the Preventive Maintenance Program together with its Annual Report on preventive maintenance activities required by Paragraph 62 below. The Request for Modification shall describe the modification being requested, the new information or data supporting modification and how such modification would improve the Preventive Maintenance Program.

26. EPA shall either approve the Request for Modification or disapprove it, and shall provide the Board with written notice of its approval or disapproval. In its review, EPA will use industry standards (such as American Waterworks Association (AWWA)/Water Environment Federation (WEF) standard manuals). If, upon review, EPA determines that the Request for Modification should not be approved, EPA shall provide written comments to the Board and, where appropriate, identify needed changes or additional information necessary to support the modification. The Board shall make the needed changes to address EPA's concerns

and/or provide the additional information necessary to support the modification, within sixty (60) days of receipt of such comments. Once the Request for Modification to the Preventive Maintenance Program is approved by EPA or resolved by dispute resolution, the Board shall comply with the Modified Preventive Maintenance Program within sixty (60) days of approval or resolution of the dispute. Until that time, the previously approved Preventive Maintenance Program shall remain in effect.

27. If, after receipt of the Annual Report, EPA determines that there are one or more violations of the Consent Decree or the Clean Water Act, and that there is a nexus between the violations and the Preventive Maintenance Program, EPA may require the Board to modify the Preventive Maintenance Program in accordance with specific recommendations. The Board shall make the needed changes to address EPA's concerns within sixty (60) days of receipt of such recommendations, or invoke dispute resolution. Once the Request for Modification to the Preventive Maintenance Program is resolved by dispute resolution, the Board shall comply with the Modified Preventive Maintenance Program within sixty (60) days of resolution of the dispute. Until that time, the previously approved Preventive Maintenance Program shall remain in effect.

XIII.
CLEAN WATER ACT REMEDIAL MEASURES: SEWER OVERFLOW ACTION PLAN

28. The Board has developed a Sewer Overflow Action Plan (Exhibit 4), approved by EPA, intended to ensure that, through the expedient and consistent application of technically sound response techniques, when an unauthorized discharge occurs the volume of untreated wastewater discharged to the environment and the impact of the discharge on the environment will be minimized. The Board shall comply with the Sewer Overflow Action Plan in

accordance with the procedures therein.

29. If the Board believes that new information or data would support modification of the Sewer Overflow Action Plan previously submitted to EPA, the Board may submit to EPA a Request for Modification of the Sewer Overflow Action Plan together with its Annual Report on Sewer Overflow Action Plan Activities required by Paragraph 62 below. The Request for Modification shall describe the modification being requested, the new information or data supporting modification and how such modification would improve the Sewer Overflow Action Plan.

30. EPA shall either approve the Request for Modification or disapprove it, and shall provide the Board with written notice of its approval or disapproval. If, upon review, EPA determines that the Request for Modification should not be approved, EPA shall provide written comments to the Board and, where appropriate, identify needed changes or additional information necessary to support the modification. The Board shall make the needed changes to address EPA's concerns and/or provide the additional information necessary to support the modification, within sixty (60) days of receipt of such comments. Once the Request for Modification to the Sewer Overflow Action Plan is approved by EPA or resolved by dispute resolution, the Board shall comply with the Modified Sewer Overflow Action Plan within sixty (60) days of approval or resolution of the dispute. Until that time, the previously approved Sewer Overflow Action Plan shall remain in effect.

31. If, after receipt of the Annual Report, EPA determines that there are one or more violations of the Consent Decree or the Clean Water Act, and that there is a nexus between the violations and the Sewer Overflow Action Plan, EPA may require the Board to modify its

Sewer Overflow Action Plan in accordance with specific recommendations. The Board shall make the needed changes to address EPA's concerns within sixty (60) days of receipt of such recommendations or invoke dispute resolution. Once the Request for Modification to the Sewer Overflow Action Plan is resolved by dispute resolution, the Board shall comply with the Modified Sewer Overflow Action Plan within sixty (60) days of resolution of the dispute. Until that time, the previously approved Sewer Overflow Action Plan shall remain in effect.

XIV.
CLEAN WATER ACT REMEDIAL MEASURES: TRACKING AND REPORTING OF UNAUTHORIZED DISCHARGES

32. The Board has established an Unauthorized Discharge Tracking and Reporting Plan (Section 3 of Exhibit 4), approved by EPA, intended to track and report all unauthorized discharges to ensure that all unauthorized discharges are properly identified and reported to EPA. The Board shall comply with the Unauthorized Discharge Tracking and Reporting Plan in accordance with the schedule and procedures specified therein.

XV.
CLEAN WATER ACT REMEDIAL MEASURES: COMPREHENSIVE COLLECTION SYSTEM REMEDIAL PROGRAM

A. INTRODUCTION

33. The Board is undertaking a comprehensive collection system remedial action program. The program is intended to minimize and prevent unauthorized discharges in the East Bank Collection System and to ensure that the Collection System has adequate capacity to convey peak flows to the East Bank Plant. The program is in progress and will be completed, subject to the provisions of this decree. The program is made up of a number of sequential and

inter-related elements. They are:

a. The Board submitted to EPA, and EPA approved, a Preliminary Collection System Evaluation Study Plan which provides a listing of nine basins to be studied, the order in which they are to be studied, and the type and technologies to be used. The plan includes common criteria for study of the individual basin studies. This plan was based upon findings of the Interim and Final System Characterization Reports, the Pump Stations and Force Main Capacity Plan, and the Flow Measurement Plan. A Final Collection System Evaluation Study Plan will be completed by June 30, 1999, utilizing the system model, experience in the first basins, and other data.

b. The Collection System Evaluation Studies are basin by basin studies and reports to set forth the problems within each area which require attention. They are to be submitted in an agreed-upon schedule, described below, calling for one study to begin each year. One study has been partially completed and another is underway.

c. A Remedial Measures Action Plan ("RMAP") is to be done for each basin following EPA approval of the Collection System Evaluation Study Report for that basin. The RMAPs are to set out the specific remedial measures needed in the basin studies. One RMAP is in progress.

d. Following approval of the RMAPs by EPA, implementation of the RMAPs is to be carried out on a schedule as set forth below, calling for final completion no later than December 31, 2010.

B. COLLECTION SYSTEM EVALUATION CRITERIA

34. The Board shall perform, basin by basin, Collection System Evaluation

Studies of the East Bank Collection System to fully evaluate the condition and capacity of the East Bank Collection System, including all pump stations in order to determine if the condition and capacity of the Collection System are sufficient to prevent unauthorized discharges. The Collection System Evaluation Studies shall be conducted in accordance with the EPA-approved Collection System Evaluation Criteria, attached as Exhibit 10.

C. COLLECTION SYSTEM EVALUATION STUDIES

35. The Board shall undertake each Collection System Evaluation Study in accordance with its EPA-approved Collection System Evaluation Criteria. The evaluation studies shall be conducted basin by basin. The order of the basin studies and remedial measures action plans is part of the Collection System Evaluation Criteria, approved by EPA, and establishes the sequence, consistent with the condition and needs of each basin, in order of priority on a worst first basis, except for Lakeview and the Central Business District. The Board shall submit to EPA each completed Collection System Study in accordance with the schedule outlined below:

REQUIRED STUDIES	DUE DATES
a. Lakeview	submitted
b. Central Business District	4/1/98
c. Gentilly	4/1/99
d. Uptown	4/1/00
e. MidCity	4/1/01
f. Ninth Ward	4/1/02
g. Carrollton	4/1/03
h. New Orleans East	4/1/04
i. South Shore	4/1/05

36. EPA shall review each Collection System Evaluation Study to determine whether the study was completed in accordance with the EPA-approved Collection System Evaluation Criteria and will fulfill the purpose of the consent decree, as described in Section V. If the Study fails to meet this purpose, EPA shall provide, within sixty (60) days of receipt of the Study, written notice to the Board describing why the study was not adequate, and shall identify the changes needed. If EPA fails to so notify the Board within sixty (60) days, any subsequent milestones dependent upon such approval shall be extended by the number of days beyond sixty (60) days which EPA takes for such approval or disapproval. The Board shall make the needed changes to address EPA's concerns and submit the revisions to EPA, within thirty (30) days of receipt of EPA's notice. If, within the thirty (30) days, the Board does not submit the revisions to EPA, or invoke dispute resolution, the Board shall be deemed to have accepted EPA's proposed changes to the Study.

D. REMEDIAL MEASURES ACTION PLANS ("RMAP"s)

37. The Board shall prepare an RMAP identifying the remedial measures needed for each basin evaluated in the Board's Collection System Evaluation Study to ensure that the condition and capacity of the East Bank Collection System in that basin are sufficient to prevent unauthorized discharges.

38. The Board shall submit to EPA for its approval an RMAP based upon the EPA-approved Collection System Evaluation Study for each particular basin. The RMAP for each basin shall be submitted no later than one hundred and twenty (120) days following EPA's approval of the Board's Collection System Evaluation Study for each basin, but in no event later than the dates identified below:

Individual Basin RMAPs	Due Date
a. Lakeview	submitted
b. Central Business District	11/1/98
c. Gentilly	11/1/99
d. Uptown	11/1/00
e. MidCity	11/1/01
f. Ninth Ward	11/1/02
g. Carrollton	11/1/03
h. New Orleans East	11/1/04
i. South Shore	11/1/05

39. At a minimum, each RMAP shall contain:

a. a description of the proposed remedial measures to be implemented for the particular basin; these remedial measures shall be designed to address defects identified in the Collection System Evaluation Study, including but not limited to activities to repair or replace portions of the East Bank Collection System, and address and resolve issues related to pump station and force main capacity, and address measures intended to eliminate unauthorized discharges;

b. an implementation schedule for the proposed remedial measures; and

c. an estimate of the resources and costs to be committed to the proposed remedial measures and whether the proposed remedial measures will be performed by Board staff or by outside contract.

40. Upon receipt of the RMAP, EPA shall review it for consistency with this consent decree in accordance with the provisions set forth in "Existing Sewer Evaluation and

Rehabilitation, WEF Manual of Practice FD-6, 1994" and "Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030, October 1991." EPA shall either approve each RMAP or disapprove it within sixty (60) days of receipt, and shall provide the Board with written notice of its approval or disapproval. If, upon review, EPA finds that an RMAP is inadequate or unacceptable, EPA shall provide written comments to the Board identifying EPA's position and any needed changes. If EPA fails to so notify the Board within sixty (60) days, any subsequent milestones dependent upon such approval shall be extended by the number of days beyond sixty (60) days which EPA takes for such approval or disapproval. The Board shall make the needed changes to address EPA's concerns and submit the revisions to EPA, within thirty (30) days of receipt of such comments. If, within the thirty (30) days, the Board does not submit the revisions to EPA and does not invoke the Dispute Resolution provisions, the Board shall be deemed to have accepted EPA's proposed changes to the Plan, which shall be incorporated in this Consent Decree as an EPA-approved RMAP.

E. FINAL PLAN FOR COLLECTION SYSTEM EVALUATION STUDIES

41. By June 30, 1999, the Board may submit to EPA a Final Plan for the Collection System Evaluation Studies, based upon its implementation of the Collection System Computerized Model, as described below in Subsection G. The Final Plan shall be based on the following reports or plans and/or known information used to prepare such reports or plans:

a. the Final System Characterization Report (submitted to EPA on May 15, 1997);

b. Flow Measurement Plan (Exhibit 9) and results of flow monitoring conducted pursuant to such plan;

c. Pump Station Testing and Evaluation Report (Exhibit 7) and the Force Main Capacity Report (Exhibit 8); and

d. Any other relevant information known about the collection system as of the time of the submittal of the report, including data based upon the design and development of the Collection System Model (see Subsection G below).

42. The Final Collection System Evaluation Study Plan shall identify those modifications sought by the Board with justifications for the modifications.

43. EPA shall either approve the Final Collection System Evaluation Study Plan or disapprove it, and shall provide the Board with written notice of its approval or disapproval. If, upon review, EPA finds that the Plan is inadequate or unacceptable, EPA shall provide written comments to the Board identifying the basis for its position and any needed changes. The Board shall make the needed changes to address EPA's concerns and submit the revisions to EPA, within thirty (30) days of receipt of such comments. If, within the thirty (30) days, the Board does not submit the revisions to EPA and does not invoke dispute resolution, the Board shall be deemed to have accepted EPA's proposed changes to the Plan, which shall be incorporated in this Consent Decree as the EPA-approved Final Collection System Evaluation Study Plan.

F. IMPLEMENTATION OF RMAPs

44. The Board shall implement the remedial measures and meet milestones in accordance with the schedule contained in the EPA-approved RMAPs and this Subsection F. The major milestones for implementation of the RMAPS are: begin construction, end construction, and two additional milestones proposed by the Board and approved by EPA in each of the

Board's individual basin RMAPs. These milestones, including interim milestones identified pursuant to Paragraph 45 below, are subject to Stipulated Penalties and must be complied with no later than the dates indicated in the following schedule:

BASIN	BEGIN CONSTR.	END CONSTR.
a. Lakeview	12/15/98	12/14/01
b. Central Business District	1/01/01	12/31/05
c. Gentilly	1/01/02	12/31/04
d. Uptown	1/01/03	12/31/05
e. MidCity	1/01/04	12/31/06
f. Ninth Ward	1/01/05	12/31/07
g. Carrollton	1/01/06	12/31/08
h. New Orleans East	1/01/07	12/31/09
i. South Shore	1/01/08	12/31/10

45. The Board shall submit to EPA within thirty (30) days of award of each construction contract the two interim milestones between beginning and ending construction that approximate 33% and 66% project completion.

G. DEVELOPMENT AND IMPLEMENTATION OF COMPUTERIZED COLLECTION SYSTEM MODEL

46. The Board shall complete the development of the Computerized Collection System Model (the "Model") and commence use of the Model in accordance with the schedule and procedures in the EPA-approved Model Plan attached hereto as Exhibit 13. In no event shall use of the Model commence later than December 31, 1998.

47. The Board shall certify to EPA that the Model has been developed and is in use in accordance with the EPA-approved Model Plan not later than December 31, 1998.

48. Subsequent to calibration of the Model, the Board shall utilize the Model in the development of the Collection System Evaluation Studies and the Remedial Measures Action Plans described above.

H. COMPLETION

49. The last of the remedial measures undertaken by the Board shall be completed not later than December 31, 2010. As an on-going matter in the performance of the Comprehensive Remedial Measures Action Program, the Board shall satisfactorily address and resolve all issues related to pump station, force main, and treatment capacity. This completion date shall not be extended and shall not be subject to the Dispute Resolution provisions of this Consent Decree.

XVI.
STORM SEWER MONITORING PROGRAM

50. The Board shall establish a Storm Sewer Monitoring Program designed to provide baseline data on the presence of sewage indicating pollutants in the East Bank storm water drainage system prior to and following completion of the Remedial Measures Action Plan implemented in each drainage basin (each drainage basin contains several sewage basins). This will be accomplished by sampling the storm water drainage system following specific rainfall events.

51. The Storm Sewer Monitoring Program shall include two Phases. Phase I of this program (Baseline Monitoring) will commence within 180 days of the lodging of this decree and include taking six (6) quarterly storm water samples on the discharge side of the hereinafter designated Drainage pump stations which pump into Lake Pontchartrain following

those storm events over a two year (8 quarters) period as specified below. Samples will be analyzed for the parameters set out below. The Phase II sampling protocol will be initiated following remediation of sewerage basins which are contained within the drainage basins which are tributary to each drainage pump station. Commencing no later than 180 days after the completion of remediation of all sewerage basin(s) within an individual drainage pump station basin, the Board shall collect six (6) quarterly samples over eight quarters. The samples shall be taken at the drainage pump station following a specified rainfall event and these samples shall be analyzed for the same parameters as the earlier sampling protocol. The Program will continue until the Remedial Measures Action Plans have been completed in all sewage basins and the final drainage basin sampling is complete.

52. The Board shall conduct all sampling and analysis in accordance with EPA approved methods under 40 C.F.R. Part 136 or, where EPA methods do not exist, in accordance with the latest edition of the Standard Methods for the Examination of Water and Wastewater.

53. Samples shall be analyzed for the following parameters: fecal coliform, fecal streptococcus, enterococcus, and caffeine.

54. The stations at which the monitoring is to be conducted are:

Station 3 - 2251 N. Broad Avenue
Station 6 - 345 Orpheum St.
Station 7 - 5741 Orleans Avenue
Station 10 - 9600 Haynes Blvd.
Station 14 - 12200 Haynes Blvd.
Station 16 - 7200 Wales St.

PHASE I

55. Within 180 days after lodging of this decree, the Board shall commence

Phase I baseline monitoring of the East Bank storm water drainage areas. Phase I monitoring shall include the following:

a. The Board shall take water samples on the discharge side of each drainage station which pumps storm water to Lake Pontchartrain at a location or locations which will yield samples representative of the water pumped during the sample period.

b. Samples shall be taken between 6 and 12 hours following a rainfall event of approximately 1" or more over a 24 hour period measured at the drainage pump station.

c. Sample volume, preservation and holding times will be in accordance with 40 C.F.R. 136 or, where EPA methods do not exist, in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater. Samples shall be taken in each of six (6) calendar quarters for a period of two years (8 quarters) unless the specified rainfall event does not occur in the quarter. If the specified rainfall event does not occur during said quarter, the Board is exempt from performing said testing.

d. The results of Phase I sampling shall be tabulated and submitted to EPA within 90 days following the end of the two year (8 quarters) monitoring period. The report shall include the date and location of all sampling, the associated 24 hour rainfall measurement, and the results of the analyses for the specified parameters.

PHASE II

56. Within 180 days following completion of the Remedial Measures Action Plan for all sewage basin(s) within a drainage system pumping station basin, the Board shall initiate Phase II sampling for that drainage basin. This shall continue until all pump stations identified in Paragraph 54 above are sampled. Phase II shall include the following:

a. The Board shall take water samples on the discharge side of the drainage pump station(s) which are used to drain the geographic area of the sewage basin remediated under the Remedial Measures Action Plan. Sample locations will be the same as those locations used in Phase I.

b. The Board shall follow the sampling protocol specified under Paragraph 55. b. & c. above.

c. The results of each Phase II sampling period shall be submitted to EPA within 90 days after completion of the two year (8 quarters) sampling period for the affected drainage basin. The report shall include identification of the drainage pump station sampled and the sewage basins associated with that station, the date and location of all sampling, the associated 24 hour rainfall measurement and the results of analyses for the specified parameter.

XVII.
EMPLOYEE TRAINING PROGRAM

57. The parties recognize that employee training is essential for effective and complete implementation of this consent decree. Accordingly, the Board shall continue the full implementation of the training program described in its submittal to EPA of January 2, 1997.

58. No later than March 31, 1999, the Board shall obtain the services of an outside peer reviewer to evaluate the adequacy and effectiveness of the Board's training program. The Board shall submit to EPA the peer reviewer's report and a list of recommended changes, if any, to the Board's current training program, within thirty (30) days of receipt of the peer reviewer's recommendations. EPA shall approve or disapprove the reviewer's recommendations, if any, within thirty (30) days of receipt. The peer review shall be conducted in accordance with

standards and procedures established by the Water & Environment Federation.

59. No later than the training year beginning January 1, 2000, the Board shall implement any recommendations of the reviewer as approved by EPA.

XVIII.
OUTREACH AND PUBLIC AWARENESS

60. The parties agree that an effective public education program will assist in fulfilling the purpose of this consent decree. This is particularly important in advising the public of steps they can take to minimize the impact on the collection system, improve environmental compliance and educate local groups. Accordingly, the Board shall continue the full implementation of the Outreach and Public Awareness Program (Exhibit 5) and report to EPA on the progress of this program in accordance with Paragraph 63 below.

XIX.
REPORTING

61. Beginning with the first quarter following entry of this consent decree, and each quarter thereafter until termination of the decree, the Board shall submit in writing to EPA a *Quarterly Report* on the first day of February, May, August and November, for calendar quarters ending December 31, March 31, June 30 and September 30, containing a summary of compliance with and activities related to:

a. The Collection System Evaluation Studies, Collection System Evaluation Reports, the SEP, and implementation of RMAPs. The obligations to provide a quarterly report for implementation of the RMAPs for a particular basin shall terminate when all of the milestones for that basin have been met to the satisfaction of EPA.

b. Retained cross connections that were inspected, opened or closed

during the preceding quarter in accordance with Section XI above, and the location of any new cross connections discovered during the quarter, together with a description of what was done to seal or eliminate them.

c. The Operation and Maintenance Plan for the Fluidized Bed Incinerator. The O & M Quarterly Report shall contain information related to periodic inspection of the FBI's wet scrubber for integrity and function; periodic inspections of monitoring devices to detect malfunctions or defects and scheduled repairs; dates of calibration of monitoring devices; and verification that FBI maintenance is conducted in accordance with the FBI O & M Plan.

62. Beginning on March 1, 1999, and every twelve (12) months thereafter until termination of this Consent Decree, the Board shall submit to EPA an *Annual Report* containing a summary of compliance with and activities related to:

a. The Sewer Overflow Action Plan activities, including, but not limited to, the number of responses to unauthorized discharges, the response times for each discharge and actions taken to clean up and disinfect the discharge site.

b. The Preventive Maintenance activities listed on the table "Preventive Maintenance- Quantifiable Measures" in the Preventive Maintenance Program attached hereto as Exhibit 3. This report shall include information identifying specific pipe segments which were inspected, cleaned, repaired or replaced, number and location of manhole inspections, a summary of all force main Preventive Maintenance activities for the year, and any other non-RMAP related activity. Where available, maps shall be submitted documenting the information provided in the report. The summary shall include a certification that the Board is complying with the EPA-approved Preventive Maintenance Program (including pump station

preventive maintenance).

c. The Storm Sewer Monitoring Plan activities, in accordance with Section XVI.

63. The Board shall report one year after Entry of this Consent Decree all actions taken to achieve compliance with the Outreach and Public Awareness Program referred to in Paragraph 60 above. The obligation to report under this Paragraph shall terminate upon approval by EPA of the required report.

64. The Board shall report one year after Entry of this Consent Decree, and one year after implementation of the revised training plan, if any, referred to in Paragraph 59 above, all actions taken to achieve full compliance with the Employee Training Program referred to in Paragraph 58 above. The obligation to report under this Paragraph shall terminate upon approval by EPA of the required reports.

65. No later than twenty-one (21) days following completion of any milestone under the Comprehensive Collection System Remedial Program, including construction milestones referenced in Paragraphs 44 and 45 above, the Board shall submit to EPA a written statement indicating whether or not compliance with the milestone date was achieved.

66. The Board shall submit to EPA all reports required to be submitted under its NPDES Permit in accordance with the requirements of the permit. No later than the fifteenth day of the month following any calendar month, the Board shall submit a summary report of all unauthorized discharges which occurred in the East Bank Collection System during the calendar month. This report shall contain the following information:

a. The specific (and general) location of the unauthorized discharge (i.e. street address and specific basin or geographic area of the city/parish);

b. The duration of the discharge (including the beginning and end dates and times);

c. An estimate of the volume discharged;

d. The drainage canal into which the wastewater was released (include the most likely destination of the canal);

e. The specific cause(s) of the discharge;

f. Any and all measures taken by the Board to minimize the duration and/or impacts of the discharge;

g. The specific measures taken to eliminate the discharge;

h. The specific measures the Board intends to use to prevent recurrence of the discharge; and

i. The date and time a repair crew arrived on-site.

This information shall be provided in all reports of unauthorized discharges submitted to EPA by the Board.

67. All reports required to be submitted in this section shall contain a certification signed by a responsible official of the Board. The certification shall read as follows:

> "I certify that the information contained in or accompanying this (submission/document) is true, accurate and complete. As to (the/those) identified portion(s) of this (submission/document) for which I cannot personally verify (its/their) truth and accuracy, I certify as the official having supervisory responsibility for the person(s) who, acting under my direct instructions, made the verification, that this is true, accurate and complete."

XX.
CIVIL PENALTY

68. The Board shall pay a civil penalty to the United States in the amount of

One Million, Five Hundred Thousand Dollars ($1,500,000) for violations as alleged by the United States in the Complaint, First Amended Complaint and the Second Amended Complaint and all known Unauthorized Discharges and known Non-Compliant Discharges through the date of lodging of this Consent Decree. The penalty shall be paid in three equal installments. Within thirty (30) days after the Date of Entry of this Consent Decree, the Board shall pay the first installment of $500,000 to the U.S. Treasury in the manner described below. The second installment shall be due and payable one year and thirty (30) days after the Date of Entry of the Decree and the final installment shall be due and payable two years and thirty (30) days after the Date of Entry of the Decree. The second and third installments shall include interest as prescribed at 28 U.S.C.§ 1961 from the Date of Entry of the Decree through the date of payment.

69. The United States shall be deemed a judgment creditor for purposes of collection of this penalty.

70. Payment of each installment of the civil penalty shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice ("DOJ") lockbox bank, referencing DOJ No. 90-5-1-1-4032. Payment shall be made in accordance with instructions provided by the Plaintiff to the Board following execution of this Consent Decree. Any EFT received at the DOJ lockbox bank after 11:00 A.M. Eastern Time will be credited on the next business day.

71. Notice of the EFT shall simultaneously be mailed to the following:

Chief, Legal Branch (6EN-L)
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-4032

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

72. If the Board fails to tender all or any portion of the civil penalty payment within thirty (30) days of the Date of Entry of this Consent Decree :

a. in the case of the first installment, interest on the unpaid amount shall accrue and be paid from the date said payment is due until all amounts owed are paid; and

b. in the case of the second and third installments, interest on the unpaid amount shall continue to accrue and be paid on the debt to the United States.

Said interest shall accrue in accordance with the provisions of 28 U.S.C. § 1961.

XXI
SUPPLEMENTAL ENVIRONMENTAL PROJECT

73. In consideration of the settlement of this enforcement action under the Clean Water Act, the Board shall conduct a Supplemental Environmental Project ("SEP"), titled "Lincoln Beach Water Quality Improvement Plan," in accordance with the EPA-approved SEP Plan Requirements, attached as Exhibit 6. The parties agree that the SEP goals are: 1) to secure significant water quality improvement and public health protection in the Lincoln Beach Area; 2) to provide public access to the project area for educational, recreational, and environmental purposes; 3) to restore, enhance, and create wetlands and a vegetative upland buffer in a wave

protected area; 4) to mitigate and limit the effects of runoff and erosion in the beach area; and 5) to make this area both swimmable and fishable in the future.

74. The Board shall spend no less than Two Million Dollars ($2,000,000) on the SEP and this expenditure shall be for the purpose of improving water quality as more fully described in the SEP Plan Requirements (Exhibit 6). No part of this expenditure shall include federal funds, including low interest federal loans, federal contracts, or federal grants. Expenditures unrelated to the goals of the SEP as stated above will not count towards the requisite expenditure of $2,000,000. The Board shall also sponsor a public information program designed to educate the public in the New Orleans Metropolitan Area of the benefits of the SEP. The public information program must acknowledge that the SEP will be implemented as a part of this Consent Decree.

75. The Board shall complete the SEP in accordance with the milestones contained in the SEP Plan Requirements (Exhibit 6) and submit a SEP Completion Report no later than five (5) years from the date of entry of this Consent Decree. The SEP report shall contain the following information:

a. A detailed description of the SEP as implemented;

b. A description of any operating problems encountered and the solutions thereto;

c. Itemized costs, documented by copies of purchase orders, force accounts and receipts or canceled checks (which shall be made available to the United States, if requested);

d. Certification that the SEP has been fully implemented pursuant to the

SEP Plan Requirements and the provisions of this Consent Decree;

e. A description of the environmental and public health benefits resulting from implementation of the SEP;

f. If, following receipt of the SEP report, EPA determines that the SEP has not been completed satisfactorily, and/or if the Board fails to comply with any of the terms or provisions of the SEP Plan Requirements and this Decree, and/or if the Board fails to expend or obligate the full Two Million Dollars on the SEP in accordance with the SEP Plan Requirements, the Board shall pay any portion of that amount not expended or obligated on the SEP up to Two Million Dollars, to the United States' Treasury as an additional civil penalty.

76. The Board hereby certifies that it is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is the Board required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or in compliance with state or local requirements. The Board further certifies that it has not received, and is not presently negotiating to receive, credit for the SEP in any other enforcement action.

77. As part of this SEP, the Board shall enter into an agreement with the Levee Board, the State and any other necessary parties to secure public access to the beach area, nature trails and arboretum, and obtain a conservation easement, servitude, or right of use from the owner or owners of the property to assure that no action is taken inconsistent with the continuing viability of the wetland restoration project and other water quality improvement projects.

XXII.
STIPULATED PENALTIES

78. Failure to Submit Timely Reports - The Board shall pay to the United

States stipulated penalties, as set forth below, for each day the Board fails to Submit the Quarterly Reports and Annual Reports as outlined in Paragraphs 61 and 62, and the SEP Completion Report set forth in Paragraph 75. If a due date falls on a holiday or week-end, the due date shall be the following business day. The stipulated penalties for failure to meet such document submittal dates shall be as follows:

Period of Noncompliance	Penalty per Day per Violation
1st to 30th day	$ 500
31st to 60th day	$ 1,000
more than 60 days	$ 2,500

After 60 days, EPA reserves the right to take additional enforcement action and seek additional stipulated penalties up to the statutory maximum for each day of continuing non-compliance.

79. Failure to Submit Timely and Complete Documents - The Board shall pay to the United States stipulated penalties, as set forth below, for each day the Board fails to submit timely and complete Collection System Evaluation Studies, RMAPs and construction milestones as described in Paragraphs 35, 38, 39, 44 and 45 above by the due dates or to make the changes to those documents per EPA's comments within the required time frames. All plans, upon submission and approval, shall be incorporated herein as part of this Consent Decree. If a due date falls on a holiday or week-end, the due date shall be the following business day. The stipulated penalties for failure to meet such document submission dates shall be as follows:

Period of Noncompliance	Penalty per Day per Violation
1st to 30th day	$ 1,000
31st to 60th day	$ 2,500
more than 60 days	$ 5,000

After 60 days, EPA reserves the right to take additional enforcement action and seek additional stipulated penalties up to the statutory maximum for each day of continuing non-compliance.

80. Failure to meet RMAP and Construction Milestones -

a. The Board shall pay to the United States stipulated civil penalties as set forth below for each day the Board fails to meet milestone dates in the RMAP schedules and construction deadlines described in Paragraphs 44 and 45 above. The stipulated penalties for failure to meet such implementation dates shall be as follows:

Period of Noncompliance	Penalty per Day per Violation
1st to 30th day	$2,000
31st to 60th day	$5,000
more than 60 days	$10,000

After 60 days, EPA reserves the right to take additional enforcement action and seek additional stipulated penalties up to the statutory maximum for each day of continuing non-compliance.

b. Provided that the Board begins construction at a basin at or before the due date required in Paragraph 44 above, it shall place in an EPA-approved escrow account any stipulated penalties due for failure to meet an interim construction deadline established pursuant to Paragraph 45 in the RMAP and construction milestone schedule. Upon completion of the remedial action in the basin, the Board shall pay such stipulated penalties to the United States, unless it establishes that it met the date for the end of construction for that basin established pursuant to Paragraph 44.

81. The Board shall pay to the United States stipulated civil penalties as set forth below for each day the Board fails to satisfy any of the following requirements:

a. $2,000 for each day the Board fails to seal or eliminate newly discovered cross connections within 30 days of identification or inspection in accordance with Paragraph 21;

b. $2,500 for failure to conduct the peer review of its training program required by Paragraph 58.

c. $2,000 for each day that the Board fails to fully develop and calibrate the Model in accordance with EPA-approved Computerized Collection System Model Plan, attached hereto as Exhibit 13, by December 31, 1998.

d. $15,000 for each day the Board fails to submit any installment of the civil penalty required by Section XX.

82. Unauthorized Use of Cross Connections - The Board shall pay $5,000 to the United States as a stipulated penalty for each day of use of any cross connection, unless the Board notifies EPA within 24 hours of the first day of such use and establishes in writing that the cross connection use was solely to prevent loss of life, personal injury or significant property damage to the East Bank treatment plant and/or the Collection System and that there was no alternative to the use. EPA will also consider waiving stipulated penalties if the Board can demonstrate that its action was necessary to prevent widespread and significant property damage, that there was no alternative to such use, and if the Board notifies EPA within 24 hours of the first day of such use.

83. Pre-Remedial Action Unauthorized Discharges - Prior to the date for completion of the remedial measures for a particular basin in accordance with the EPA-approved RMAP for that basin, the Board shall pay to the United States stipulated civil penalties of $5000 per day for each day of each Unauthorized Discharge occurring within that particular basin, if the Board is out of compliance with the Preventive Maintenance Program or its Drainage and Sewerage Pumping Operations Employee Training Manual (Exhibit 11) or subsequent

modifications to Exhibit 11 based on new industry standards, or if the Board failed to follow the Sewer Overflow Action Plan in responding to and mitigating the impact of the discharge.

84. Post-Remedial Action Unauthorized Discharges - After the date for completion of the remedial measures for a particular basin in accordance with the EPA-approved RMAP for that basin -

a. The Board shall pay the United States stipulated civil penalties of $5,000 per day for each day of each Unauthorized Discharge occurring within that particular basin, if the Board is out of compliance with the Preventive Maintenance Program or its Drainage and Sewerage Pumping Operations Employee Training Manual (Exhibit 11) or subsequent modifications to Exhibit 11 based on new industry standards, or if the Board failed to follow the Sewer Overflow Action Plan in responding to and mitigating the impact of the discharge.

b. EPA may assess a stipulated civil penalty of up to $1,000 per day for each day of each Unauthorized Discharge occurring within that particular basin, if the Board is in compliance with the Preventive Maintenance Program and its Drainage and Sewerage Pumping Operations Employee Training Manual (Exhibit 11) or subsequent modifications to Exhibit 11 based on new industry standards, and if the Board followed the Sewer Overflow Action Plan in responding to and mitigating the impact of the discharge.

85. Non-Compliant Discharge -- The Board shall pay stipulated penalties for each day of a Non-Compliant Discharge. For violations of the Daily Maximum limits, the Board shall pay $1,000 per parameter, per day. For violations of the 30-Day Average, the Board shall pay $2,500 per parameter, per month.

86. Preventive Maintenance Program Non-Compliance - The Board shall pay

stipulated civil penalties for failure, during the course of a calender year beginning January 1998, to complete implementation of the EPA-approved Preventive Maintenance Program attached hereto as Exhibit 3, as follows:

Non-Compliance with PM Plan Requirements	Amount
Complete less than 25% of manhole inspections in a year	$10,000
Complete less than 100% of manhole inspections in 3.3 years	$15,000
Complete less than 9% of collection system gravity sewer inspections in a year	$10,000
Complete less than 100% of collection system gravity sewer inspections in 8 years	$15,000
Complete less than 7% of mainline cleaning in a year	$10,000
Complete less than 100% of mainline cleaning in 10 years	$15,000
Complete less than 90% of Pump Station Preventive Maintenance program in a year	$10,000
Complete less than 90% of scheduled activities in a year for force main preventive maintenance program including air release valve maintenance, inspection and exercising isolation valves, visually inspecting all force main alignments, and conducting cathodic protection surveys	$10,000

87. Storm Sewer Monitoring Program - The Board shall pay stipulated penalties for failure to conduct sampling required by Paragraphs 55 and 56 above, as follows: $25,000 per quarter for failure to complete any of the quarterly samples required within a 2-year period, unless the specified rainfall event does not occur in that quarter.

88. SEP - The Board shall pay $2,500 per day for each day that the Board fails to meet the milestone dates for the submittal of the design plan and commencement of work, as

part of the Supplemental Environmental Project in accordance with the schedule contained in the Supplemental Environmental Project Plan Requirements (Exhibit 6).

89. Stipulated civil penalties shall automatically begin to accrue on the first day Defendants fail to satisfy any obligation or requirement of this Consent Decree. If Defendants invoke dispute resolution and the Court resolves the dispute in favor of the Defendants, those days during which the dispute is unresolved will not be counted for the purpose of calculating stipulated penalties.

90. Payment of stipulated civil penalties as set forth above shall be in addition to any other rights or remedies which may be available to the United States or its agencies by reason of the Board's failure to comply with the requirements of this Consent Decree and all applicable Federal, state or local laws, regulations, wastewater discharge permit(s) and all other applicable permits.

91. Stipulated civil penalties shall be paid no later than thirty (30) days following the first day in which stipulated penalties begin to accrue. Stipulated civil penalties shall be paid electronically or by submitting a certified or cashier's check payable to "Treasurer, the United States of America," and tendered to the United States Attorney for the Eastern District of Louisiana, Hale Boggs Federal Building, 502 Magazine Street, New Orleans, Louisiana 70130. Simultaneously, the Board shall send copies of the certified or cashier's check, together with a letter describing the basis for the penalties, to Chief, Environmental Enforcement Section, United States Department of Justice, Post Office Box 7611, Ben Franklin Station, Washington, D.C. 20044, and to Chief, Legal Branch (6EN-L), Compliance Assurance and Enforcement Division, United States Environmental Protection Agency, Region VI, 1445 Ross Avenue, Dallas,

Texas 75202-2733. The transmittal letter shall reference the caption, civil action number, and DOJ number 90-5-1-1-4032.

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

93. The City of New Orleans will take all appropriate action to facilitate the implementation of this Consent Decree, including the SEP, prompt review and approval of contracts, and, if applicable, prompt review and approval of any schedule of work necessary to maintain complete compliance with this Consent Decree.

XXIII.
FORCE MAJEURE

94. "Force Majeure" for the purposes of this Consent Decree is defined as an event arising from causes beyond the control of Defendants or the control of any entity controlled by Defendants, including their agents, consultants and contractors, which delays or prevents the performance of any obligation under this Consent Decree. Unanticipated or increased costs or expenses associated with implementation of this Consent Decree and changed financial circumstances shall not, in any event, be considered Force Majeure events. Failure to apply for a required permit or approval or to provide in a timely manner all information required to obtain a permit or approval that is necessary to meet the requirements of this Consent Decree, or failure of the City to approve contracts, shall not, in any event, be considered Force Majeure events.

95. When Defendants know or should have known, by the exercise of due diligence, of an event that might delay completion of any requirement of this Consent Decree, whether or not the event is a Force Majeure event, Defendants shall notify EPA, in writing, within ten (10) business days after Defendants first knew, or in the exercise of reasonable diligence under the circumstances, should have known of such event. The notice shall indicate whether Defendants claim that the delay should be excused due to a Force Majeure event. The notice shall describe in detail the basis for Defendants' contention that they experienced a Force Majeure delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Defendants shall adopt all reasonable measures to avoid or minimize such delay. Failure to so notify EPA shall render this Section void and of no effect as to the event in question, and shall be a waiver of Defendants' right to obtain an extension of time for their obligations based on such event.

96. If EPA finds that a delay in performance is, or was, caused by a Force Majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. In proceedings on any dispute regarding a delay in performance, the dispute resolution provisions of Section XXIV (Retention of Jurisdiction/Dispute Resolution) shall apply, and Defendants shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.

97. Compliance with a requirement of this Consent Decree shall not by itself constitute compliance with any other requirement. An extension of one compliance date based on a particular event shall not automatically extend any other compliance date. Defendants shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought.

XXIV.
RETENTION OF JURISDICTION/DISPUTE RESOLUTION

98. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Consent Decree and for the purpose of adjudicating all disputes among the parties that may arise under the provisions of this Consent Decree, to the extent that this Consent Decree provides for resolution of disputes by the Court.

99. Any dispute that arises with respect to the meaning, application, implementation, interpretation, amendment or modification of this Consent Decree, or with respect to Defendants' compliance herewith or any delay hereunder, the resolution of which is not expressly provided for in this Consent Decree, shall in the first instance be the subject of informal negotiations. If any party believes it has a dispute with respect to this Consent Decree with any other party, it shall notify the other parties in writing, setting forth the matter(s) in dispute. Defendants shall address such notification to the addressees listed in Paragraph 120. If the dispute cannot be resolved by the parties within fourteen (14) days from receipt of such notice, Defendants shall comply with the position of the United States unless Defendants file a petition with the Court for resolution of the dispute within forty-five (45) days of receipt of such notice of dispute. The petition shall set forth the nature of the dispute with a proposal for its resolution.

The United States may, within thirty (30) days of receipt of this petition, file a response with an alternate proposal for resolution. In any such dispute invoked by the Defendants, Defendants shall have the burden of proof.

100. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this Consent Decree unless the parties agree to such extension in writing or the Court grants an order extending such deadline.

XXV.
RIGHT OF ENTRY

101. The United States and its authorized representatives and contractors shall have authority at all times, upon the presentation of credentials, to enter the premises of Defendants to:

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

b. Verify any data or information submitted to the United States;

c. Obtain samples, and, upon request, obtain splits of any samples collected by Defendants or their consultants and contractors;

d. Observe performance tests;

e. Inspect and evaluate any portions of the East Bank Plant and Collection System; and

f. Inspect and review any records required to be kept under the terms and conditions of this Consent Decree, Permit No. LA0038091, the Clean Water Act and the Clean Air Act.

These inspection rights are in addition to, and in no way limit or otherwise affect, the United

States' statutory authorities to conduct inspections, to require monitoring and to obtain information from Defendants as authorized by law.

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

102. This Consent Decree is not and shall not be construed as a permit issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, nor as a modification of any existing permit so issued, nor shall it in any way relieve Defendants of their obligations to obtain a permit for the East Bank Plant, the Collection System or any other part of their wastewater treatment and collection system or facilities and to comply with the requirements of any NPDES permit or with any other applicable federal or state law or regulation. This Consent Decree is not and shall not be construed as a permit issued pursuant to the Clean Air Act, nor as a modification of any existing permit so issued, nor shall it in any way relieve Defendants of their obligations to obtain Clean Air Act permits and to comply with the requirements of any such permit(s) or with any other applicable federal or state law or regulation. Any new permit, or modification of existing permits, must be complied with in accordance with applicable federal and state laws and regulations.

103. Nothing herein shall be construed as relieving Defendants of the duty to comply with the Clean Water Act, the Clean Air Act, the regulations promulgated under each of those acts, and all applicable permits issued under each of those acts and regulations.

XXVII.
FAILURE OF COMPLIANCE

104. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' complete compliance with this Consent

Decree will result in compliance with the provisions of the Clean Water Act, 33 U.S.C. §§ 1251 et seq., with Defendants' NPDES permits, or with the Clean Air Act, 42 U.S.C. § 7401 et seq. Notwithstanding EPA's review or approval of any plans, reports, policies, or procedures formulated pursuant to this Consent Decree, Defendants shall remain solely responsible for any non-compliance with the terms of this Consent Decree, all applicable permits, the Clean Water Act, the Clean Air Act, and regulations promulgated under those Acts. The pendency or outcome of any proceeding concerning issuance, reissuance, or modification of any permit shall neither affect nor postpone Defendants' duties and obligations as set forth in this Consent Decree.

XXVIII.
NON-WAIVER PROVISIONS

105. This Consent Decree in no way affects or relieves Defendants of any responsibility to comply with any federal, state, or local law or regulation.

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

107. This Consent Decree does not limit or affect the rights of Defendants or the United States as against any third parties that are not parties to this Consent Decree.

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

109. In the event that EPA promulgates a rule concerning Sanitary Sewer

Overflows which is of general applicability, that rule shall be incorporated by reference into this Consent Decree.

110. This Consent Decree shall not limit any authority of EPA under any applicable statute, including the authority to seek information from Defendants or to seek access to the property of Defendants.

111. Performance of the terms of this Consent Decree by Defendants is not conditioned on the receipt of any federal or state funds. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or delays caused by inadequate facility planning or plans and specifications on the part of Defendants shall not be cause for extension of any required compliance date in this Consent Decree.

112. EPA recognizes that the Defendants have received Federal and State grants in the past and that they will continue to pursue additional funding.

113. Obligations of Defendants under the provisions of this Consent Decree to perform duties scheduled to occur after the Date of Lodging, but prior to the Date of Entry, shall be legally enforceable from the Date of Lodging of this Consent Decree. Liability for stipulated penalties for any such obligations shall not begin to accrue until the date of Entry of this Consent Decree. Obligations in the Consent Decree, unless otherwise stated, shall be initiated upon Entry of the Consent Decree.

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

115. The United States reserves all remedies available to it for violations of the

Clean Water Act and the Clean Air Act by the Defendants which are not alleged in the Complaint, the First Amended Complaint and Second Amended Complaint and for violations of the Clean Water Act and the Clean Air Act by Defendants which occur after the Date of Lodging of this Consent Decree.

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

117. Nothing in this Consent Decree shall be construed to limit the authority of the United States to undertake any action against any person, including Defendants, in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

XXIX.
COSTS OF SUIT

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

XXX.
RECORD KEEPING

119. Defendants shall maintain copies of any underlying research and data in their possession, custody or control for any and all documents, reports, or permits submitted to EPA pursuant to this Consent Decree for a period of three (3) years from date of submission. Defendants shall require any independent contractor operating any portion of the East Bank

Collection System or the East Bank Plant or implementing any portion of this Consent Decree to also retain such materials for a period of three (3) years from date of submission. Defendants shall submit such supporting documents to EPA upon request. This record-keeping requirement does not apply to any underlying research and data that the Board previously produced or made available to the United States in this matter during discovery or for pretrial purposes.

XXXI.
FORM OF NOTICE

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

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005
Reference DOJ Case No. 90-5-1-1-4032

As to EPA:

Chief, Water Enforcement Branch (6EN-W)
Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency, Region VI
1445 Ross Avenue
Dallas, Texas 75202-2733

As to the Board:
Executive Director and Special Counsel
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, Louisiana 70165

Notifications for the City, the State, and the Plaintiff-Intervenors shall be sent only upon written request and shall be mailed to the person and address identified in the written request. Notifications to or communications with EPA or the United States Department of Justice ("DOJ"), if received, shall be deemed submitted on the date they are postmarked and sent by certified mail, return receipt requested or, when sent by non-postal delivery, the date of pickup provided same is for next day delivery.

XXXII.
MODIFICATION

121. This Consent Decree contains the entire agreement of the parties. The Consent Decree may be modified by written consent of all of the parties or, if the parties cannot agree, by written Order of this Court. Any modification of this Consent Decree by the parties shall be in writing and filed with the Court before it will be deemed effective.

XXXIII.
CONTINGENT LIABILITY OF STATE OF LOUISIANA

122. This Consent Decree does not resolve the contingent liability of the State of Louisiana under Section 309(e) of the Act, 33 U.S.C. § 1319(e). The United States specifically reserves its claims against the State, and the State reserves its defenses.

XXXIV.
PUBLIC COMMENT AND ENTRY

123. The parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice of the lodging of this Consent Decree in the Federal Register, an opportunity for public comment, and consideration by the United States of any comments. This Paragraph

does not create any rights exercisable by Defendants.

XXXV.
TERMINATION

124. The Consent Decree shall automatically terminate one year after the Board has certified to the other parties and the Court that Defendants have complied with the following elements of this Consent Decree: the Clean Air Act and Clean Water Act remedial measures (Sections VIII-XV), storm sewer monitoring (Section XVI), employee training (Section XVII), outreach and public awareness (Section XVIII), reporting (Section XIX), civil penalty (Section XX), supplemental environmental project (Section XXI), and stipulated penalties (Section XXII).

125. The Consent Decree shall not terminate if, following certification by the Board of compliance pursuant to Paragraph 124 above, the United States asserts in writing that full compliance has not been achieved. If the United States disputes Defendants' full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the parties or the Court.

XXXVI.
SIGNATORIES

126. The Assistant Attorney General on behalf of the United States and the undersigned representatives of Defendants and the State of Louisiana certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

Dated and entered this _____ day of _____ 1998.

_____
United States District Judge

WE HEREBY CONSENT to the entry of the Consent Decree in the United States v. Sewerage and Water Board of New Orleans, et al., Civil Action No. 93-3212, Section S, Mag. 1, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

DATE: April 1, 1998

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

DATE:

JOHN C. CRUDEN
Deputy Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

DATE:

ARNOLD S. ROSENTHAL
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

EDDIE J. JORDON, JR.
United States Attorney
Eastern District of Louisiana

PAUL WEIDENFELD
Assistant United States Attorney
Eastern District of Louisiana
Hale Boggs Federal Building
501 Magazine Street
New Orleans, Louisiana 70130
(504) 589-3104

DATE: 3/31/98

JERRY CLIFFORD
Acting Regional Administrator
U.S. Environmental Protection
Agency, Region VI
1445 Ross Avenue
Dallas, Texas 75202-2733

DATE: 3/31/98

NELLY ROCHA
Senior Attorney
Compliance Assurance and Enforcement Division
United States Environmental
Protection Agency - Region 6
1445 Ross Avenue
Dallas, Texas 75202

DATE: 4/6/98

STEVEN A. HERMAN
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental
Protection Agency
Washington, D.C. 20460

OF COUNSEL:

ELYSE DIBIAGIO-WOOD
Office of Regulatory Enforcement
United States Environmental
Protection Agency
401 M Street, S.W.

WE HEREBY CONSENT to the entry of the Consent Decree in the United States v. Sewerage and Water Board of New Orleans, et al., Civil Action No. 93-3212, Section S, Mag. 1.

FOR PLAINTIFF-INTERVENORS

DATE:

ROBERT R. KUEHN
Director
Environmental Law Clinic
Tulane University
6329 Freret Street
New Orleans, Louisiana 70118
Counsel for Plaintiff-Intervenors

WE HEREBY CONSENT to the entry of the Consent Decree in the United States v. Sewerage and Water Board of New Orleans, et al., Civil Action No. 93-3212, Section S, Mag. 1.

FOR DEFENDANT, THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

DATE: 2/27/98

JOHN D. LAMBERT, JR.
Special Counsel
Sewerage & Water Board of New Orleans
625 St. Joseph Street, Room 201
New Orleans, Louisiana 70165

DATE: 4/6/98

HENRY L. DIAMOND
Beveridge & Diamond, P.C.
1350 I Street, N.W, Suite 700
Washington, D.C. 20005

WE HEREBY CONSENT to the entry of the Consent Decree in the United States v. Sewerage and Water Board of New Orleans, et al., Civil Action No. 93-3212, Section S, Mag. 1.

FOR DEFENDANT, THE CITY OF NEW ORLEANS

DATE: 2/26/98 Avis Marie Russell

AVIS MARIE RUSSELL
City Attorney
Room 5E03
1300 Perdido Street
New Orleans, Louisiana 70112

WE HEREBY CONSENT to the entry of the Consent Decree in the United States v. Sewerage and Water Board of New Orleans, et al., Civil Action No. 93-3212, Section S, Mag. 1.

FOR DEFENDANT, THE STATE OF LOUISIANA

RICHARD P. IEYOUB
Attorney General
State of Louisiana

DATE: 3/30/98

MICHAEL P. SMITH
Assistant Attorney General
Public Protection Division
Department of Justice
State of Louisiana
Baton Rouge, Louisiana 70804-9095