IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

CHATTAHOOCHEE RIVERKEEPER, INC., Plaintiff, v. CITY OF ATLANTA, GEORGIA, Defendant.	Civil Action File No. 1:24-cv-03989-SDG

CONSENT DECREE

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WHEREAS, on September 6, 2024, Chattahoochee Riverkeeper, Inc. ("CRK") filed a citizen suit in the United States District Court for the Northern District of Georgia captioned *Chattahoochee Riverkeeper, Inc. v. City of Atlanta, Georgia*, Civil Action No. 1:24-cv-03989-SDG (the "Action"), alleging two claims for violations of the Clean Water Act ("CWA") by the City of Atlanta, Georgia (the "City") arising from the City's compliance with the National Pollutant Discharge Elimination System ("NPDES") Permit that governs the operation of the RM Clayton Water Reclamation Center ("RMC"): (1) in Count I, CRK asserts a CWA claim based on allegations that the City is violating the effluent limitations in its NPDES Permit for Carbonaceous Five-Day Biochemical Oxygen Demand ("BOD"), Total Suspended Solids ("TSS"), ammonia, phosphorus, Chemical Oxygen Demand ("COD"), fecal coliform, and *E. coli*; and (2) in Count II, CRK asserts a CWA claim based on allegations that the City is violating three narrative conditions in its NPDES Permits.

WHEREAS, on November 22, 2024, the City filed a Motion to Dismiss in Part and Motion to Stay in Part, asserting that CRK's claims should be dismissed under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) and specifically arguing that: (1) with respect to Count I, there are no ongoing permit violations with respect to BOD, TSS, COD, fecal coliform, and *E. coli*, such that the Court lacks jurisdiction to hear a CWA claim related to those parameters, and, for the remaining

parameters, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") is taking enforcement action to address ongoing violations; and (2) Count II fails because the CWA does not authorize independent citizen suits for operational measures beyond what is necessary for compliance with effluent limitations.

WHEREAS, on December 6, 2024, CRK filed a First Amended Complaint to remove two of the narrative conditions alleged under Count II of the Complaint.

WHEREAS, on February 11, 2025, the Court denied the City's Motion to Dismiss in Part and Motion to Stay in Part and directed the City to file its Answer, which the City did on February 25, 2025.

WHEREAS, on April 29, 2025, the Court granted a Joint Motion to Stay Deadlines, placing the case in abeyance while the City and CRK (collectively, the "Parties") explored further resolution of the Action.

WHEREAS, over the last 18-months, the City has improved significantly the condition and operation of numerous equipment and treatment processes at RMC, including improvements to primary clarifiers, secondary clarifiers, sand filters, drum screens, bar screens, biological nutrient removal basins, and ultraviolet trains, among other equipment.

WHEREAS, these improvements have had the intended results as demonstrated through compliance with effluent limitations: no exceedance of the *E.*

coli limitations since March 2024; no exceedance of the COD limitations since March 2024; no exceedance of the BOD limitations since March 2024; no exceedance of the total residual chlorine limitation since November 2024; no exceedance of the TSS limitations since February 2025; no exceedance of the phosphorus limitations since February 2025; and no exceedance of the ammonia limitations since June 2025; among other compliance achievements.

WHEREAS, the City is committed to the proper operation and maintenance of RMC.

WHEREAS, the City disputes the allegations in the Action and acknowledges CRK's interest in promoting clean water and the public's interest in resolution of environmental disputes through cooperation rather than protracted litigation.

WHEREAS, CRK and the City attest and the Court, by entering this Consent Decree, finds that this Consent Decree has been negotiated by all the Parties in good faith; settlement will avoid continued litigation between the Parties; settlement of this matter is in the public interest and in accordance with the CWA; and entry of this Consent Decree is fair and reasonable.

WHEREAS, on the date this Consent Decree is filed with the Court, Plaintiff shall concurrently serve a copy of this Consent Decree on the United States Environmental Protection Agency ("EPA"), the Regional Administrator of EPA

Region 4, and the United States Department of Justice, consistent with the requirements of 33 U.S.C. § 1365(c)(3) and 40 C.F.R.§ 135.5.

NOW, THEREFORE, the City and CRK agree as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331 and 1355 and 33 U.S.C. § 1365. Venue lies in this Northern District of Georgia, Atlanta Division, pursuant to 28 U.S.C. §§ 1391(b) and 1395(a) and 33 U.S.C. § 1365(c), because the City is located in this District, and the violations alleged in the Complaint are alleged to have occurred in, and the City conducts business in, this District. For purposes of this Consent Decree, or any action to enforce this Consent Decree, the City consents to the Court's jurisdiction over this Consent Decree and any such action and consents to venue in this District.

II. APPLICABILITY

2. The obligations of this Consent Decree apply to and are binding upon CRK and upon the City and any successors, assigns, or other entities or persons otherwise bound by law.

III. OBJECTIVES

3. The express purpose of the Parties entering into this Consent Decree is for the City to use its best efforts to undertake all projects listed in Appendix A to this Consent Decree and to comply with all other obligations specified in this Consent

Decree to ensure compliance with the NPDES Permit that governs the operation of RMC.

IV. DEFINITIONS

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

"Action" shall mean the legal proceeding initiated by CRK against the City, including the filing of the Complaint, in the United States District Court for the Northern District of Georgia, Case No. 1:24-cv-03989-SDG, and any subsequent filings, motions, or related legal activities associated with this case.

"City" or "Defendant" shall mean City of Atlanta, Georgia.

"Commissioner" shall mean the Commissioner of the City of Atlanta's Department of Watershed Management.

"Complaint" shall mean the Original and First Amended Complaint that was filed by CRK on December 6, 2024, in the United States District Court for the Northern District of Georgia, Case No. 1:24-cv-03989-SDG.

"Consent Decree" or "Decree" shall mean this Consent Decree, and all appendices attached hereto (listed in Section XXVIII).

"CRK" or "Plaintiff" shall mean Chattahoochee Riverkeeper, Inc.

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

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

"Effective Date" shall mean the Date of Entry.

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

"EPD" shall mean the Georgia Department of Natural Resources, Environmental Protection Division.

"NPDES Permits" shall mean the City's National Pollutant Discharge Elimination System ("NPDES") permit No. GA0039012 issued to the City both on June 7, 2017 and January 1, 2024, which govern discharges of treated effluent from the RM Clayton, Utoy Creek, and South River wastewater treatment facilities.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

"Parties" shall mean CRK and the City.

"Plant Manager" shall mean the plant manager of RMC.

"Operational and Equipment Maintenance/Improvement Plan" shall mean the projects the City agrees to undertake as outlined in Appendix A of this Consent Decree.

"RMC" shall refer to the RM Clayton Water Reclamation Center, a wastewater treatment facility owned and operated by the City, as identified in Paragraph 2 of the Complaint.

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

"South River" shall refer to the South River Water Reclamation Center, a wastewater treatment facility owned and operated by the City, as identified in Paragraph 25 of the Complaint.

"State" shall mean the State of Georgia.

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

"Utoy Creek" shall refer to the Utoy Creek Water Reclamation Center, a wastewater treatment facility owned and operated by the City, as identified in Paragraph 25 of the Complaint.

V. OPERATIONAL AND EQUIPMENT MAINTENANCE/IMPROVEMENT PLAN ACTIONS

5. The City agrees to undertake projects as outlined in Appendix A of this Consent Decree. Appendix A provides each project's name, scope, and estimated schedule. The projects are categorized into three distinct groups:

- **Group 1:** Projects focused on the wastewater process.
- **Group 2:** Projects focused on the solids process.
- **Group 3:** Miscellaneous projects.

These groupings are designed to ensure key aspects of RMC's treatment processes are adequately addressed. The groupings also streamline the implementation and tracking of the projects, ensuring targeted and efficient remediation efforts.

6. The Parties' experts have reviewed and approved the projects identified in Appendix A. The projects are currently estimated to cost approximately $55 million.

VI. QUARTERLY UPDATES

7. During the implementation of the Consent Decree, the City will provide quarterly status updates to CRK, in Gantt Chart format, regarding the progress of the projects identified in Appendix A. Following each update, if needed, the City will make itself available virtually or telephonically at a mutually convenient time to address any questions CRK may have regarding the status of the projects. The City will commence quarterly updates starting the first full quarter following the Date of

Entry. These updates will continue on the first Day of each month after each quarter concludes until termination of the Consent Decree. The City's quarterly status updates shall also be filed with the Court in the instant action.

VII. ANNUAL MEETING WITH COMMISSIONER AND PLANT MANAGER

8. During the implementation of the Consent Decree, the City will facilitate an annual meeting, at a mutually convenient date and time, between CRK, the Commissioner, and the Plant Manager. The Commissioner may, at his discretion, invite additional participants, such as legal counsel and subject matter experts, as the Commissioner deems necessary based on the agenda and issues to be discussed.

VIII. CRK TO BE COPIED ON NOTICES TO EPD

9. The City agrees to copy CRK on notices sent to EPD relating to noncompliance or upset conditions at RMC pursuant to the NPDES Permit, not including Discharge Monitoring Reports, for a period of three (3) years following the Date of Entry of the Consent Decree.

IX. ANNUAL CLEANUP EVENT

10. During the implementation of the Consent Decree, the City agrees to one (1) cleanup event each year co-sponsored by the City and CRK. The cleanup event shall be tied to a segment or tributary of the Chattahoochee River within the City limits. This event will be open to participation from the public, including other organizations. The first annual cleanup will take place in the first full calendar year

following the Date of Entry and will continue each year until termination of the Consent Decree.

X. FORCE MAJEURE

11. "Force Majeure," for purposes of this Consent Decree, is defined as any event beyond the reasonable control of the City, or any City contractor or similar entity controlled by the City, which delays or prevents the performance of any obligation under this Consent Decree despite the City's best efforts to fulfill the obligation.

12. Where any compliance obligation under this Consent Decree requires the City to obtain a federal, state, or local permit or approval, the City shall submit timely and complete applications and take all other actions required by law to obtain all such permits or approvals. The City may seek relief under the provisions of this Section X of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation to the extent that the City has submitted timely and complete applications and has taken all other actions required by law to obtain all such permits or approvals.

13. If a Force Majeure event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, the City shall provide written notice to CRK within thirty (30) days of when the City first knew that the

event would cause a delay.

a. If CRK agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event will be extended for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligation.

b. If CRK does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, CRK will notify the City in writing of its decision. If the Parties fail to reach an agreement, either party can elect to invoke Dispute Resolution.

c. If the City elects to invoke Dispute Resolution pursuant to Section XI (Dispute Resolution), it shall do so no later than thirty (30) days after receipt of CRK's written decision. In any such proceeding, the City shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, and that the duration of the delay or the extension sought was or will be warranted under the circumstances. If the City carries this burden, the delay at issue shall

be deemed not to be a violation by the City of the affected obligation of this Consent Decree identified to CRK.

XI. DISPUTE RESOLUTION

14. The Dispute Resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

15. In the event of a disagreement between the Parties concerning any aspect of this Consent Decree, the dissatisfied party shall provide the other party with written notice of the dispute and a request for negotiations. If the Parties cannot reach an agreed resolution within thirty (30) days after the receipt of the notice by the other party, the Parties agree to mediate the dispute in good faith no later than sixty (60) days after the receipt of the notice. A party may pursue resolution of a dispute with the Court only where a mediation was conducted and was unsuccessful. The Parties will share equally the cost of mediation. In the event that the Parties are unable to agree on a mediator or are unable to complete the mediation within sixty (60) days after the receipt of notice, either party may pursue resolution with the Court, provided that any such party must certify to the Court that it has tried in good faith to avoid Court intervention.

XII. RETENTION OF JURISDICTION

16. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Consent

Decree or entering orders modifying this Consent Decree or effectuating or enforcing compliance with the terms of this Consent Decree.

XIII. MODIFICATION

17. The terms of this Consent Decree, including any attached appendices, may be modified for good cause only by a subsequent written agreement signed by all the Parties. Where a modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court. Any extensions lasting one (1) year or less shall be deemed non-material. Non-material changes to this Consent Decree (including appendices) may be made by written agreement of the Parties without court approval, and the Parties may by mutual agreement determine whether a modification is non-material.

18. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section XI of this Consent Decree (Dispute Resolution).

XIV. TERMINATION

19. This Consent Decree may be terminated when the City has substantially complied with its obligations required by Section V (Operational and Equipment Maintenance/Improvement Plan Actions) of this Consent Decree, provided that the City has substantially fulfilled all other material obligations of this Consent Decree. The City may serve upon the CRK a Request for Termination, certifying that the City has substantially satisfied those requirements, together with all necessary

supporting documentation.

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

21. If CRK does not agree that this Consent Decree may be terminated, the City may invoke Dispute Resolution under Section XI of this Consent Decree.

XV. SIGNATORIES/SERVICE

22. Each undersigned representative of the City and CRK certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the party he or she represents to this document.

XVI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

23. This Consent Decree resolves the civil claims of CRK for the violations alleged in the Complaint filed in this Action.

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

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

XVII. RELEASE AND COVENANT NOT TO SUE

29. In consideration of the promises and agreements set forth herein and incorporated herein by reference, CRK, its affiliates and assigns, agree to hereby completely waive, release, forever discharge, and covenant not to sue the City, their current, future, and former affiliated entities, successor and predecessor entities, their counsel, agents, members, officers, directors, and employees, from any and all liability, claims, demands, rights, and causes of action for damages and equitable relief, whether based on statutory, tort, contract, or other theory of recovery, which CRK now has, or which may hereafter accrue or otherwise be acquired, on account of, or which may in any way arising out of or relating to the Action, the NPDES Permits, or the allegations made, or could have made, by CRK contained in the Complaint through the Effective Date of this Consent Decree, including, without limitation, any and all known or unknown claims which have resulted or may have resulted from the alleged act or omissions of the City at any time through the Effective Date of this Consent Decree. The City expressly reserves all defenses it may have concerning: (a) any claims not alleged in this Action; and (b) any alleged NPDES Permit or Clean Water Act violations that occur after Termination whether asserted by CRK or others.

XVIII. PAYMENT TO SELC AND CRK

31. Within forty-five (45) days of the Date of Entry of the Consent Decree, the City agrees to make a one-time, lump sum payment to Southern Environmental Law Center ("SELC") in the amount of $400,000.00 made payable to SELC, Ten 10th Street NW, Suite 1050 Atlanta, GA 30309, which is inclusive of reasonable fees and costs.

XIX. COURT APPROVAL

32. If for any reason the District Court declines to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree to address any deficiency or other objection identified by the District Court within thirty (30) days so that it is acceptable to the District Court. If the Parties are unable to modify the Consent Decree in a mutually acceptable manner, this Consent Decree shall become null and void.

XX. CONTRACTUAL AGREEMENT

33. It is expressly agreed and understood that the terms of this Consent Decree are contractual and not merely recitals, and that the terms of this Consent Decree and the consideration given is to compromise disputed claims and avoid litigation. By entering into this Consent Decree, neither the City nor CRK admit any liability as to any matter within the contemplation of the Consent Decree.

XXI. ENTIRE AGREEMENT

34. This Consent Decree constitutes the final, complete, and exclusive

agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Consent Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree. All earlier drafts, understandings, oral agreements, representations, and other writings are expressly superseded hereby and are of no further force or effect with regard to the subject matter of the Consent Decree. CRK and the City warrant and represent that no other inducement, promise, condition, or consideration existed, now exists, or will exist concerning the Consent Decree except as expressly provided herein. The matters set forth herein and may not be altered, amended, or modified in any respect, except by a writing duly executed by the party to be charged with such change.

XXII. CHOICE OF LAW

35. The Consent Decree shall be construed under the laws of the State of Georgia.

XXIII. NOTICES

36. All notices required by or sent pursuant to the terms of this Consent

Decree shall be sent by registered mail, return receipt requested, or alternatively by email followed by first class mail to the following:

For Plaintiff:	For Defendant:
R. Hutton Brown April S. Lipscomb Southern Environmental Law Center hbrown@selcga.org alipscomb@selcga.org Stephanie Stutts Chattahoochee Riverkeeper, Inc. sstutts@chattahoochee.org *Counsel for Plaintiff Chattahoochee Riverkeeper, Inc.*	City Attorney, City of Atlanta Department of Law, City of Atlanta 55 Trinity Avenue SW, Suite 5000 Atlanta, GA, 30303 404-546-4084 Fitzgerald Veira Lindsey Mann Kadeisha West Anaid Reyes-Kipp Troutman Pepper Locke, LLP 600 Peachtree Street NE, Suite 3000 Atlanta, GA, 30308 fitzgerald.veira@troutman.com lindsey.mann@troutman.com kadeisha.west@troutman.com anaid.reyes-kipp@troutman.com Brooks M. Smith Troutman Pepper Locke, LLP 1001 Haxall Point, Suite 1500 Richmond, VA 23219 brooks.smith@troutman.com *Counsel for Defendant City of Atlanta*

XXIV. CONSIDERATION

37. Parties each warrant and represent that they each have carefully read and considered this Consent Decree and fully understand it to be a full compromise and settlement of the Action.

XXV. VOLUNTARY EXECUTION

38. Parties each state that they each have consulted with their respective attorneys, if desired, regarding the purpose and legal effect of this Consent Decree and that their execution of the Consent Decree is a free, informed, and voluntary act with advice of counsel if sought, and is not the subject of any fraud, duress, or coercion. No presumption shall arise against the drafter of this Consent Decree as all terms are deemed negotiated terms.

XXVI. COUNTERPARTS

39. This Consent Decree may be executed in multiple originals or counterparts, each of which shall be deemed to be binding upon the party, and its assigns, executing it. This Consent Decree shall become effective upon the Date of Entry by the Court.

XXVII. FINAL JUDGMENT

40. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to CRK and the City. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

XXVIII. APPENDICES

41. The following appendices are attached to and part of this Consent Decree: "Appendix A" is a description of the Operational and Equipment Maintenance/Improvement Plan.

BE IT FURTHER ORDERED, ADJUDGED, AND DECREED that upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court. The Court finds that there is no just reason for delay and, therefore, enters this judgment as a final judgment.

IT IS SO ORDERED this 4th day of February, 2026.

STEVEN D. GRIMBERG
UNITED STATES DISTRICT JUDGE

ON BEHALF OF DEFENDANT
CITY OF ATLANTA:

DATED November 13, 2025

BY: Patrise Perkins-Hooker
City Attorney, City of Atlanta
Department of Law, City of Atlanta
55 Trinity Avenue SW, Suite 5000
Atlanta, GA, 30303
404-546-4084

ON BEHALF OF PLAINTIFF
CHATTAHOOCHEE RIVERKEEPER, INC.

DATED _____, 2025

BY: _____
Stephanie Stutts
Chattahoochee Riverkeeper, Inc.
sstutts@chattahoochee.org

ON BEHALF OF DEFENDANT
CITY OF ATLANTA:

DATED _____, 2025

BY: _____
City Attorney, City of Atlanta
Department of Law, City of Atlanta
55 Trinity Avenue SW, Suite 5000
Atlanta, GA, 30303
404-546-4084

ON BEHALF OF PLAINTIFF
CHATTAHOOCHEE RIVERKEEPER, INC.

DATED November 12, 2025

BY: S. Stutts
Stephanie Stutts
Chattahoochee Riverkeeper, Inc.
sstutts@chattahoochee.org

APPENDIX A

OPERATIONAL AND EQUIPMENT MAINTENANCE/IMPROVEMENT PLAN REGARDING RM CLAYTON

Group 1: Projects Focused on The Wastewater Process

	Name of Project	Scope	Project Schedule
1.	**Rebuild or install grit pumps and motors at headworks**	Rebuild 14 of 18 grit pumps and motors (on a rotating basis—estimate six in year one, four in year two, and four in year three; the other four have already been rebuilt). To the extent that the contractor determines that any individual grit pump and/or motor cannot be rebuilt or otherwise repaired, the City will replace the grit pump and/or motor.	14 grit pumps and motors will be assessed, rebuilt, or replaced, as appropriate, within 36 months after the date of entry of the Consent Decree
2.	**Repair primary influent channel riser grit pump**	Repair primary influent channel riser grit pump; purchase and install classifier	Work to be completed, as needed, within 24 months after the date of entry of the Consent Decree
3.	**Maintenance for the Grit Cyclones and Dewatering Classifiers**	Conduct inspection and maintenance (based on manufacturer's O&M manual) on grit cyclones and dewatering classifiers to remove grit and repair as necessary. Coordinate repair of cyclones with associated grit pumps and motors outlined in No. 1 (one cyclone paired with two grip pumps and motors)—address three cyclones in year one, two cyclones in year two, and two in year three.	Maintenance to be completed, as appropriate, within 36 months after the date of entry of the Consent Decree
4.	**Fine Screens: rehab rakes, piping, and spray nozzles**	Replace and update rakes, piping, and spray nozzles for all 3 fine screens	Maintenance and rehabilitation to be completed, as needed, within 24 months after the date of entry of the Consent Decree
5.	**Install 2 new mixers at the MLPS (mixed liquor pump stations) wet wells**	Complete installation of 2 new mixers at the MLPS wet wells	Installation to be completed within 24 months after the date of entry of the Consent Decree

OPERATIONAL AND EQUIPMENT MAINTENANCE/IMPROVEMENT PLAN REGARDING RM CLAYTON

	Name of Project	Scope	Project Schedule
6.	**Clean secondary clarifier scum wells, install new grinders, and service motor and pumps for scum pumps**	Clean secondary clarifier scum wells; install new grinders; service motor and pumps for scum pump houses; fix rake arms and spray nozzles	Work to be completed, as appropriate, within 42 months after the date of entry of the Consent Decree
7.	**Replace Drum Screen 2**	Replace drum screen 2	Work to be completed within 22 months after the date of entry of the Consent Decree
8.	**Maintain UV disinfection system**	Perform maintenance on UV disinfection system based on manufacturer's inspection and recommendation	Work to be completed, as appropriate, within 12 months after the date of entry of the Consent Decree
9.	**Repair aeration diffusers**	Conduct condition assessment of aeration diffusers following completion of BNR Nos. 3, 9, 11, and 14 within 15 months after the date of entry of the Consent Decree; based on condition assessment, prioritize repair of remaining aeration diffusers and complete priority work, as practicable, within the time remaining under the Consent Decree	Initial work to be completed, as appropriate, within 15 months after the date of entry of the Consent Decree; remaining work on aeration diffusers to be prioritized, based on condition assessment, and priority work to be completed, as practicable, within the time remaining under the Consent Decree
10.	**Rebuild two final clarifiers**	Rebuild two final clarifiers (one at a time)	Rebuild, as appropriate, 2 clarifiers within 36 months after the date of entry of the Consent Decree

OPERATIONAL AND EQUIPMENT MAINTENANCE/IMPROVEMENT PLAN REGARDING RM CLAYTON

Group 2: Projects Focused on The Solids Process

	Name of Project	Scope	Project Schedule
1.	**Dewatering solids conveyor improvements**	Conduct condition assessment and repair (as necessary) of dewatering solids conveyor to include short belt and long belt	Work to be completed, as appropriate, within 30 months after the date of entry of the Consent Decree
2.	**Maintenance on dewatering centrifuges 2 & 3**	Maintenance and rehabilitation of dewatering centrifuges 2 & 3	Work to be completed, as appropriate, within 24 months after the date of entry of the Consent Decree
3.	**Install new G3 TWAS centrifuge**	Install new G3 TWAS centrifuge	Work to be completed, as appropriate, within 18 months after the date of entry of the Consent Decree
4.	**Incinerator ash handling system repairs**	Perform repairs to incinerator ash handling system	Work to be completed, as appropriate, within 18 months after the date of entry of the Consent Decree
5.	**Replace 3 effluent filter media and correct underdrain systems**	Replace 3 effluent filter media and correct underdrain systems and perform a condition assessment of the remaining filters and related underdrain systems and report the findings to CRK	Replacement of 3 effluent filter media and repair of related underdrain system to be completed within 12 months after the date of entry of the Consent Decree. Condition assessment to be completed within 48 months after the date of entry of the Consent Decree.
6.	**Rebuild 2 digesters**	Rebuild 2 digesters	Rebuilding of 2 digesters to be completed, as appropriate, within 60 months after the date of entry of the Consent Decree

OPERATIONAL AND EQUIPMENT MAINTENANCE/IMPROVEMENT PLAN REGARDING RM CLAYTON

Group 3: Miscellaneous Projects

	Name of Project	Scope	Project Schedule
1.	**Update Maximo**	Update Maximo to ensure alignment with O&M Manuals	Work to be completed, as appropriate, within 30 months after the date of entry of the Consent Decree
2.	**Update RAS/WAS control strategy**	Perform updates on control strategies in SCADA	Work to be completed, as appropriate, within 9 months after the date of entry of the Consent Decree
3.	**Replace controls for auto strainer at Dryer Cooling Tower**	Replace controls for auto strainer at Dryer Cooling Tower	Work to be completed within 12 months after the date of entry of the Consent Decree