

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

UNITED STATES OF AMERICA and the
STATE OF INDIANA,

Plaintiffs,

v.

The SANITARY DISTRICT OF HIGHLAND,
and the TOWN OF GRIFFITH, INDIANA,

Defendants.

Civil Action No. 2:22-cv-00086

CONSENT DECREE WITH TOWN OF GRIFFITH

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APPENDICES

- Appendix A Griffith’s SSO Remedial Measures Plan Requirements
- Appendix B Griffith’s List of SSO Locations and Procedure to Eliminate Subsequently Discovered SSOs
- Appendix C Griffith's SSO Reporting Table

WHEREAS:

A. Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), and the State of Indiana (the “State”), on behalf of the Commissioner of the Indiana Department of Environmental Management (“IDEM”), have filed a Complaint in this action concurrently with this Consent Decree, alleging that Defendant, the Town of Griffith, Indiana (“Griffith”), violated Section 301(a) of the Clean Water Act (the “CWA”), 33 U.S.C. § 1311(a), the federal regulations adopted thereunder, Title 13 of the Indiana Code, and the State regulations adopted thereunder.

B. The Complaint alleges that Griffith: (1) violated the CWA and Indiana law by discharging untreated sewage from its separate sanitary sewer system into a navigable water on several occasions since April 2013; and (2) failed to comply with a 2012 Administrative Order issued by EPA pursuant to Section 309(a) of the CWA to Griffith to eliminate all sanitary sewer overflows, among other requirements.

C. A related action (2:17-cv-00048) was filed in this district by the United States and the State against the Hammond Sanitary District (“HSD”) in 2017, alleging that HSD violated the CWA by, among other things, exceeding numeric and narrative effluent limits set in HSD’s National Pollutant Discharge Elimination System (“NPDES”) Permit, including discharging untreated storm water and sanitary wastewater through its combined sewer overflow (“CSO”) outfalls into the Grand Calumet and Little Calumet Rivers.

D. The allegations against HSD in the complaint were resolved through a consent decree that was filed simultaneously with the complaint (the “HSD Consent Decree”). The HSD Consent Decree was entered by this Court on May 8, 2017, and required HSD to, among other things, develop and implement a Long Term Control Plan over an 18-year period to

substantially reduce CSO discharges from HSD's sewer system and pay penalties for past violations of the CWA. HSD's Long Term Control Plan was conditionally approved by EPA and IDEM on March 17, 2021.

E. Griffith does not own or operate a wastewater treatment plant; rather, it is under contract with HSD to send all of its sanitary flow to HSD for treatment. Under the current wastewater treatment contract between Griffith and HSD, Griffith can send a maximum peak flow of 5.5 million gallons per day ("MGD") to HSD for treatment.

F. EPA issued an administrative order to Griffith on February 10, 2012, under docket number V-W-12-AO-08 to address recurring sanitary sewer overflows ("SSOs") from Griffith's sanitary sewer collection system because they violate CWA § 301(a), 33 U.S.C. § 1311(a). The administrative order required Griffith to submit an alternatives analysis of infrastructure improvements, which was to include a plan to eliminate and prevent all SSOs from the Cline Avenue equalization basin. Griffith failed to submit a plan that would eliminate and prevent all SSOs.

G. Griffith is also currently under a consent decree entered by this Court in 1997 in a related action, 02:93-cv-00225-JTM-PRC (N.D. Ind.) (the "1997 Griffith Decree"). The complaint filed in 1993 against Griffith, HSD, and several other entities alleged numerous CWA violations, including SSO violations by Griffith. The 1997 Griffith Decree required Griffith to, among other things: (1) cease discharging untreated wastewater from the Cline Avenue pump station to the Little Calumet River; (2) replace the Cline Avenue pump station; (3) improve its operations and maintenance procedures for its separate sanitary system; and (4) take measures to ensure that Griffith's wastewater flow conveyed to HSD did not cause a violation of the CWA or HSD's National Pollution Discharge Elimination System permit. Plaintiffs will

move to terminate the 1997 Griffith Decree upon entry by the Court of this new Decree.

H. Under this Consent Decree, Griffith will implement a plan to be approved by EPA and IDEM designed to eliminate and prevent SSOs. As part of the plan, Griffith will send an increased maximum peak flow of 15.5 million gallons per day to HSD for treatment. Griffith and HSD will execute a contract consistent with this Consent Decree and HSD's 2017 Consent Decree to establish the terms under which HSD will accept Griffith's maximum peak flow of 15.5 million gallons per day. In order for HSD to accept this increased flow, HSD will make the necessary improvements within its combined sewer system as required by HSD's 2017 Consent Decree and the Long Term Control Plan being implemented thereunder.

I. Griffith does not admit any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint.

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

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED 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, 1345, and 1355, and CWA § 309(b), 33 U.S.C. § 1319(b), and over the Parties. This Court has supplemental jurisdiction over the State law claims alleged here pursuant to 28 U.S.C. § 1367(a), because the State claims are related to the federal claims and form part of the same case or controversy. Venue lies in this District pursuant to CWA § 309(b), 33 U.S.C.

§ 1319(b), and 28 U.S.C. § 1391(b), because it is the judicial district where Griffith is located and where the alleged violations occurred. Venue in this District is also proper under 28 U.S.C. § 1367(a). For purposes of this Decree, or any action to enforce this Decree, Griffith consents to the Court's jurisdiction over this Decree and any such action and over Griffith and consents to venue in this judicial district.

2. For purposes of this Decree, Griffith agrees that the Complaint states claims upon which relief may be granted pursuant to CWA § 309(b) and (d), 33 U.S.C. § 1319(b) and (d).

II. PARTIES

3. "Griffith" is the Town of Griffith, Indiana, and is the political subdivision that owns and operates a separate sanitary sewer system in the Town of Griffith.

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

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

III. APPLICABILITY

6. The obligations of this Decree apply to and are binding upon the United States and the State, and upon Griffith and any successors, assigns, or other entities or persons otherwise bound by law.

7. No transfer of ownership or operation of the Sanitary Sewer Collection System, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Griffith of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Griffith shall provide a copy of this Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 5, the United States Attorney for the Northern

District of Indiana, IDEM, and the United States Department of Justice, in accordance with Section XV (Notices). Any attempt to transfer ownership or operation of the SSCS without complying with this Paragraph constitutes a violation of this Decree.

8. Griffith shall provide a copy of this Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Decree. The foregoing requirement may be satisfied by providing a hard copy, electronic copy, or online access to this Decree. Griffith shall condition any such contract upon performance of the work in conformity with the terms of this Decree.

9. In any action to enforce this Decree, Griffith shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Decree.

IV. OBJECTIVE

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

V. DEFINITIONS

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

a. “Building/Property Backup” means a wastewater release or backup into a building or onto private property that is caused by blockages, flow conditions, or other conditions

in Griffith's Sanitary Sewer Collection System. A wastewater backup or release that is caused solely by conditions in a Private Service Connection Lateral is not a Building/Property Backup for purposes of this Decree;

b. "Complaint" means the complaint filed by the United States and the State in this action against the Town of Griffith and the Sanitary District of Highland;

c. "Contractual Peak Flow Rate" means the maximum instantaneous or sustained pumping rate that Griffith will send to HSD for treatment of 15.5 million gallons per day (MGD) from Griffith's Cline Avenue Pump Station;

d. "Consent Decree" or "Decree" means this Decree and all appendices attached hereto listed in Section XXIII;

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

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

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

h. "Defendant" means the Town of Griffith, Indiana, which is a political subdivision of the State;

- i. “Deliverable” means any written document required to be submitted by Griffith to EPA and IDEM for review and approval under this Consent Decree;
- j. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies;
- k. “Effective Date” has the definition provided in Section XVI (Effective Date);
- l. “Force Main” means any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure;
- m. “Gravity Sewer Lines” means pipes that receive, contain, and convey wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity, including trunk sewers. Gravity sewers are typically not intended to flow full under normal operating conditions;
- n. “HSD Consent Decree” means the consent decree signed by the United States, on behalf of EPA, and the State of Indiana, on behalf of IDEM, and the Hammond Sanitary District, and entered on May 8, 2017, which requires, among other things, that the Hammond Sanitary District develop and implement a Long Term Control Plan consistent with EPA’s CSO Control Policy found at 59 Fed. Reg. 18,688 (April 19, 1994) and the terms of that consent decree;
- o. “HSD’s Approved Long Term Control Plan (“LTCP”)” means the Long Term Control Plan submitted by HSD under the HSD Consent Decree, conditionally approved by EPA on March 17, 2021;
- p. “IDEM” means the Indiana Department of Environmental Management and

any successor departments or agencies of the State;

q. “Infiltration” means water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes, as defined by 40 C.F.R. § 35.2005(b)(20);

r. “Inflow” means water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage, as defined by 40 C.F.R. § 35.2005(b)(21);

s. “I/I” means the total quantity of water from Infiltration and Inflow into the Sanitary Sewer Collection System without distinguishing the source;

t. “Million Gallons per Day” or “MGD” means a flow rate expressed in millions of gallons per day. A flow rate for a shorter period of time, such as an hour, may also be expressed in MGD. For example, a flow of one million gallons in an hour would be equivalent to a daily flow of 24 MGD;

u. “Paragraph” means a portion of this Decree identified by an Arabic numeral;

v. “Parties” means the United States, the State, and Griffith;

w. “Plaintiffs” means the United States and the State;

x. “Private Service Connection Lateral” means any sewerage not owned by Griffith used to convey wastewater from a building or buildings to the Sanitary Sewer Collection System owned by Griffith;

y. “Pump Station” means a facility comprised of pumps that lifts wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operate that Pumping Station;

z. “Sanitary Sewer Collection System” or “SSCS” means the municipal wastewater collection and transmission system, including all pipes, interceptors, Force Mains, Gravity Sewer Lines, lift stations, Pumping Stations, wastewater storage basins/structures, manholes, and all appurtenances to the foregoing, that are owned or operated by Griffith;

aa. “Sanitary Sewer Overflow” or “SSO” means an overflow, a reportable spill pursuant to 327 IAC 2-6.1, diversion, or release of wastewater from or caused by Griffith’s SSCS that: a) discharges to waters of the State or United States from Griffith’s SSCS; or b) releases to public or private property that does not reach waters of the United States or the State, such as a release to a land surface or structure; provided, however, that such releases that are caused solely by conditions in a Private Service Connection Lateral are not SSOs for the purpose of this Decree. As such, the term SSO includes Building/Property Backups caused in whole or in part by conditions in Griffith’s SSCS;

bb. “SSO Locations” means the locations where SSOs have regularly occurred in or related to Griffith’s SSCS, which currently includes the Cline Avenue equalization basin. A list of the SSO Locations that have been identified as of the Date of Lodging is included in Appendix B of this Consent Decree;

cc. “Section” means a portion of this Decree identified by a Roman numeral;

dd. “State” means the State of Indiana, acting on behalf of IDEM;

ee. “United States” means the United States of America, acting on behalf of EPA.

VI. CIVIL PENALTY

12. Within 30 Days after the Effective Date, Griffith shall pay a civil penalty in the amount of \$16,500 to the United States and \$16,500 to the State, together with interest from the Date of Lodging of this Decree, accruing at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

13. Griffith shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions provided to Griffith by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of Northern Indiana after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Griffith shall use to identify all payments required to be made in accordance with this Decree. The FLU will provide the payment instructions to:

The Griffith Clerk Treasurer
11 North Broad Street
Griffith, IN 46319
griffithclerk@griffith.in.gov

on behalf of Griffith. Griffith may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XV (Notices).

14. At the time of payment, Griffith shall send notice that payment has been made: (a) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (b) to the United States via email or regular mail in accordance with Section XV; and (c) to EPA in accordance with Section XV. Such notice shall state that the payment is for the civil penalty

owed pursuant to the Consent Decree in *United States of America and the State of Indiana v. the Sanitary District of Highland and the Town of Griffith, Indiana* (N.D. Ind.), the assigned CDCS Number, and DOJ case number 90-5-1-1-3308/3.

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

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

Griffith shall notify the State of this payment in accordance with Section XV (Notices) of this Decree, by correspondence including the following: *United States of America and the State of Indiana v. The Sanitary District of Highland and the Town of Griffith, Indiana* (N.D. Ind.).

VII. COMPLIANCE REQUIREMENTS

16. SSOs occurring in or from Griffith's SSCS are prohibited.

A. Implementing SSO Remedial Measures

17. SSO Remedial Measures Plan. By July 29, 2022, Griffith shall submit an SSO Remedial Measures Plan, consistent with the requirements of Appendix A of this Decree. Within 30 Days of approval of the SSO Remedial Measures Plan, Griffith shall begin implementing the Plan. The purpose of the SSO Remedial Measures Plan is to eliminate all SSO Locations and prevent SSOs in Griffith's SSCS. The SSO Remedial Measures Plan shall be completed no more than two months after the time that HSD is prepared to accept an increased maximum peak flow of 15.5 million gallons per day from Griffith and no later than October 1, 2026, unless this date is extended pursuant to Appendix A of this Consent Decree.

18. Post-Remedial Measures Monitoring Plan. Griffith shall submit a Post-Remedial Measures Monitoring Plan to EPA and IDEM, for review and approval, no later than 120 days

before the completion of the SSO Remedial Measures Plan. The monitoring period shall be a minimum of two years. The purpose of the Monitoring Plan is to determine whether the SSO Remedial Measures Plan effectively eliminates all SSO Locations and prevents SSOs in Griffith's SSCS consistent with Appendix A and Appendix B. Within 14 days of EPA and IDEM's approval, Griffith shall implement the approved Post-Remedial Measures Monitoring Plan.

19. Post-Remedial Measures Monitoring Report. Within 60 Days of completing the monitoring period under the Post-Remedial Measures Monitoring Plan, Griffith shall submit a Post-Remedial Measures Monitoring Report to EPA and IDEM for review and approval. This Monitoring Report shall include:

- a. a tabulation of all SSOs that occur in or from Griffith's SSCS from the Date of Lodging through the Post-Remedial Measures Monitoring Period, including, but not limited to, the information required under Paragraphs 24 (Reporting all SSOs) and 25 (Semi-Annual Overflow Logs) of this Decree;
- b. flow monitoring data into the Cline Avenue equalization basin, basin level and volume data, and pump station data;
- c. an analysis of rainfall data using National Oceanic and Atmospheric Administration (NOAA) Atlas 14;
- d. an estimation of the I/I to the SSCS;
- e. volume and peak flow data to HSD during wet weather events; and
- f. a characterization of any overflow(s) from the Cline Avenue pump station.

20. Supplemental SSO Remedial Measures Plan. If at any time during the Post-Remedial Measures Monitoring period or after Griffith submits its Post-Remedial Measures

Monitoring Report, EPA and IDEM determine that Griffith has not eliminated all SSO Locations or has failed to prevent future SSOs consistent with Appendix A and Appendix B, EPA and IDEM will inform Griffith of this determination in writing. Within 90 Days of receiving this determination, Griffith shall submit to EPA and IDEM, for review and approval, a Supplemental SSO Remedial Measures Plan that describes the additional measures that Griffith will undertake to eliminate SSO Locations and prevent SSOs within the SSCS consistent with Appendix B, and a schedule for those additional measures. Upon written approval by EPA and IDEM, Griffith shall implement the approved Supplemental SSO Remedial Measures Plan under the approved schedule.

21. Supplemental SSO Post-Remedial Measures Monitoring Plan. No later than 120 days before completion of the Supplemental SSO Post-Remedial Measures Plan, if required, Griffith shall submit to EPA and IDEM, for review and approval, a Supplemental SSO Post-Remedial Measures Monitoring Plan, consistent with all of the requirements of Paragraph 18 of this Decree. The purpose of the Supplemental Post-Remedial Measures Monitoring Plan is to determine whether the Supplemental SSO Remedial Measures undertaken have eliminated all SSO Locations and prevented SSOs in Griffith's SSCS.

22. Supplemental SSO Post-Remedial Measures Monitoring Report. Within 60 Days of completing the monitoring period under the Supplemental SSO Post-Remedial Measures Monitoring Plan, Griffith shall submit a Supplemental SSO Post-Remedial Measures Monitoring Report to EPA and IDEM for review and approval. The Supplemental Monitoring Report shall include:

a. a tabulation of all SSOs that occur in or from Griffith's SSCS from the end date of the original two-year SSO Post-Remedial Measures Monitoring Period through the two-

year Supplemental SSO Post-Remedial Measures Monitoring Period, including, but not limited to, the information required under Paragraphs 24 (Reporting all SSOs) and 25 (Semi-Annual Overflow Logs) of this Decree;

- b. flow monitoring data into the basin, basin level and volume data, and pump station data;
- c. an analysis of rainfall data using NOAA Atlas 14;
- d. an estimation of the I/I to the SSCS;
- e. volume and peak flow data to HSD during wet weather events; and
- f. a characterization of any overflow(s) from the Cline Avenue pump station.

B. SSO Flow Monitoring and Reporting Requirements

23. SSO Flow Monitors. Within 30 Days of the Effective Date, or within 60 Days from the date of discovering any additional SSO Location, Griffith shall install and operate flow monitoring technology at each SSO Location in order to measure when an SSO may occur, or actually occurs, at each SSO Location, and record the volume of SSO discharged. Griffith may request in writing that the Agencies approve up to an additional 60 Days to install flow monitoring technology at a newly discovered SSO Location if it is deemed necessary. To mitigate the adverse effect of any SSO, the flow monitoring device at each SSO Location shall include real-time capability to alert Griffith of an SSO event.

24. Reporting all SSOs. Griffith shall report all SSOs from its SSCS. This procedure shall include an electronic report to IDEM by email, with a copy to EPA, within 24 hours of the time Griffith becomes aware of the SSO. The report will be completed using State Form 48373 and emailed to IDEM at wwreports@idem.IN.gov and to EPA at r5wecca@epa.gov. The email subject line will specify that the correspondence is concerning an SSO in Griffith, Indiana, and

the body of the email shall include such details as the duration and cause of discharge and will reference the docket number for this Consent Decree as well as the State case identifier number (INU000086). The relevant SSO Report(s) shall be attached to the email.

25. Semi-Annual Overflow Reports. By September 1st (for the reporting period of January – June) and March 1st (for the reporting period of July – December) of each year beginning the calendar year after this Decree is lodged and continuing for 5 consecutive years, Griffith shall submit copies of its final and completed electronic reports to IDEM and EPA using State Form 48373 for each SSO location at which an SSO occurred during the reporting period. Griffith shall also complete and submit to IDEM and EPA the SSO Reporting Table attached hereto as Appendix C for every SSO that occurred during the reporting period. After submitting semi-annual overflow reports for 5 years, Griffith may begin submitting annual overflow reports by September 1st every year until this Consent Decree is terminated.

C. Developing and Implementing a Capacity, Management, Operation, and Maintenance (“CMOM”) Program

26. Developing a CMOM Program. Within six months of the Effective Date, Griffith shall submit to EPA and IDEM, for review and approval, a proposed Capacity, Management, Operation, and Maintenance Program (“CMOM”) Program designed to address all parts of Griffith’s SSCS consistent with EPA’s Guide for Evaluating CMOM Programs at Sanitary Sewer Collection Systems, EPA 305-B-05-002 (January 2005). Griffith’s proposed CMOM Program shall include a maintenance schedule for Griffith’s entire SSCS and a justification for the proposed schedule, to include the following action items:

- a. Sewer televising (expressed in miles or percentage of Griffith’s SSCS);
- b. Smoke testing (expressed in miles or percentage of Griffith’s SSCS);

c. Visual inspections of pipes and manholes throughout Griffith's entire SSCS in a specified amount of time;

d. Dye testing (expressed in miles or percentage of Griffith's SSCS); and

e. Sewer cleaning (expressed in miles or percentage of Griffith's SSCS).

27. Griffith shall incorporate its Overflow Emergency Response Plan into its CMOM Program.

28. Griffith shall incorporate its I/I investigative programs into its CMOM Program.

29. Implementing the CMOM Program. Griffith shall implement the CMOM Program within 30 Days of receiving written approval from EPA and IDEM.

30. Revising the CMOM Program. Griffith may revise the CMOM Program during the term of this Decree and such revisions shall not be considered modifications to the Decree for purposes of Paragraph 93 (Modifications). Griffith shall obtain EPA and IDEM's written approval of any proposed revision to the CMOM Program and shall place copies of the revised approved CMOM Program on the Town Website described in Paragraph 46 of this Decree.

31. CMOM Report. Upon written approval of its CMOM Program, Griffith shall provide to EPA and IDEM an annual CMOM Report for the previous calendar year (January through December) each year until termination of this Decree. The CMOM Report, due on March 1st of each year, shall include the following:

a. a summary of the implementation of the CMOM Program, including any operational changes or improvements made since the CMOM Program was approved;

b. the amount of sewers or manholes inspected, cleaned, televised, and dye or smoke-tested, reported in terms of linear feet and percentage of total applicable sewerage;

c. any cross-connections detected or eliminated, and clear water source

elimination measures implemented;

d. additional flow monitoring implemented in Griffith's SSCS, including the location of the additional flow monitor(s) and the amount of time data was gathered; and

e. the number of illicit connections disconnected from Griffith's SSCS, including, but not limited to, downspouts, footing tiles, and/or sump pumps, and the estimated volume of I/I removed.

D. Miscellaneous Compliance Provisions

32. Approval of Deliverables. After review of any Deliverable under this Decree, EPA and IDEM shall in writing: (a) approve the submission; (b) approve part of the submission and disapprove the remainder; or (c) disapprove the submission.

33. If the submission is approved pursuant to Paragraph 32(a), Griffith shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is approved only in part pursuant to Paragraph 32(b), Griffith shall, upon written direction from EPA and IDEM, take all actions required by the approved plan, report, or other item that EPA and IDEM determine are technically severable from any disapproved portions, subject to Griffith's right to dispute only the disapproved portions, under Section XI (Dispute Resolution).

34. If the submission is disapproved in whole or in part pursuant to Paragraph 32(b) or (c), Griffith shall, within 45 days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Griffith shall proceed in accordance with the preceding Paragraph.

35. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA and IDEM may again require Griffith to correct any deficiencies, in accordance with the preceding Paragraphs, or may themselves correct any deficiencies subject to Griffith's right to invoke Dispute Resolution and the right of EPA and IDEM to seek stipulated penalties as provided in Section IX (Stipulated Penalties) of this Decree.

36. Any stipulated penalties applicable to the original submission, as provided in Section IX, shall accrue during the 45 day period provided in Paragraph 34 or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Griffith's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

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

VIII. REPORTING REQUIREMENTS

38. Semi-Annual Report. By September 1st and March 1st of each year after the Effective Date of this Consent Decree, until termination of this Decree pursuant to Section XIX (Termination), Griffith shall submit to Plaintiffs pursuant to Section XV (Notices), a Semi-

Annual Report that shall: (a) describe all the work, and associated deadlines, that Griffith completed under this Decree during the preceding six-month period; (b) include documentation (e.g., as-built diagrams, photographs, affidavits, etc.) demonstrating that Griffith completed all necessary work and met all deadlines; and (c) describe any non-compliance with any requirement of this Decree, explaining the likely cause of the non-compliance and the remedial steps taken, or to be taken, to minimize such violation or prevent its recurrence.

39. If Griffith violates, or has reason to believe that it may violate, any requirement of this Decree, Griffith shall notify the United States and the State of such violation and its likely duration, in writing, within ten Days of the Day Griffith first becomes aware of the violation, with an explanation of the likely cause of the violation and the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Griffith shall so state in the report. Griffith shall investigate the cause of the violation and shall then submit an amended report that includes a full explanation of the cause of the violation, within 30 Days of the Day Griffith becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Griffith of its obligation to provide the notice required by Section X (Force Majeure).

40. Whenever any violation of this Decree or of any applicable permits or any other event affecting Griffith's performance under this Decree, or the performance of its SSCS, may pose an immediate threat to the public health or welfare or the environment, Griffith shall notify EPA and IDEM orally or by electronic means as soon as possible, but no later than 24 hours after Griffith first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

41. All reports shall be submitted to the persons designated in Section XV (Notices).

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

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

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

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

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

46. Public Website. Griffith shall post all Decree Deliverables on its public Website located at <https://www.griffith.in.gov/towncouncil/page/federally-mandated-sanitary-flow-decree>. All posted Deliverables shall be readily accessible, searchable, and accurately labeled.

The Website shall include the following:

a. Consent Decree. Griffith shall post on the Website an electronic copy of the entered Consent Decree.

b. Consent Decree Submissions. Griffith shall post to the Website all final EPA and State-reviewed and/or -approved plans, reports, or other submissions required by

Sections VII (Compliance Requirements) and VIII (Reporting Requirements). Documents requiring EPA and State approval shall be posted within seven days of approval. All other documents shall be posted within 30 days of submissions to EPA and IDEM.

c. SSO Public Notification. Within 30 Days of the Effective Date of this Decree, Griffith shall begin posting on its Website a completed State Form 48373 after each SSO that occurs. These reports shall be posted on the Website within 24 hours of the time that Griffith becomes aware of the SSO or the Building/Property Backup. Once posted, Griffith shall not remove any of the State Forms from the website; if Griffith needs to amend a report, it will post the original report and any amendments to that report.

47. Other Public Presentations and Education Materials. Griffith shall post to its Website materials used in presentations to the public related to the work required under this Consent Decree and other relevant educational materials identified by Griffith, IDEM, or EPA.

IX. STIPULATED PENALTIES

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

49. Late Payment of Civil Penalty. If Griffith fails to pay the civil penalty required to be paid under Section VI (Civil Penalty) when due, Griffith shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

50. The following stipulated penalties shall accrue per violation per Day for failing to meet any of the requirements set forth in Paragraphs 17 and 20 (SSO Remedial Measures Plan and Supplemental SSO Remedial Measures Plan, if necessary); 18 and 21 (SSO Post-Remedial Measures Monitoring Plan and Supplemental SSO Post-Remedial Measures Monitoring Plan, if necessary); 23 (SSO Flow Monitors); 26-28 (Developing a CMOM Program); 29 (Implementing the CMOM Program); 30 (Revising the CMOM Program); 37 (Permits); and 46-47 (Public Website and posting requirements):

<u>Period of noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 14 th day of violation	\$1,500
15 th through 30 th day of violation	\$2,000
31 st day and beyond	\$3,000

51. SSOs. The following stipulated penalties shall accrue for each Day that an SSO occurs from any location in or from Griffith’s SSCS that reaches waters of the State or United States. All SSOs are presumed to have reached waters unless Griffith can demonstrate to EPA and IDEM’s satisfaction that the SSO did not reach waters of the State or the United States:

<u>Volume of SSO (in gallons)</u>	<u>Penalty Per Violation Per Day</u>
500 or less	\$1,000
501 to 10,000	\$4,000
Greater than 10,000	\$8,000

52. The following stipulated penalties shall accrue for each Day that an SSO occurs from any location in or from Griffith’s SSCS that does not reach waters of the State or United States, including Building/Property Backups. All SSOs are presumed to have reached waters unless Griffith can demonstrate to EPA and IDEM’s satisfaction that the SSO did not reach waters of the State or the United States.

<p>Volume of SSO (in gallons)</p>	<p>If <i>not in compliance</i> with all schedules in Section VI (Compliance Requirements)</p>
500 or less	\$500
501 to 10,000	\$2,000
Greater than 10,000	\$4,000

53. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Paragraphs 19 and 22 (SSO Post-Remedial Measures Monitoring Report and Supplemental SSO Post-Remedial Measures Monitoring Report, if necessary); 24 (Reporting all SSOs); 25 (Semi-Annual Overflow Logs); 31 (CMOM Report); 38 (Semi-Annual Report); 39 (Reporting non-compliance with Decree); and 40 (Reporting immediate threats to public health):

<u>Period of noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 14 th day of violation	\$250
15 th through 30 th day of violation	\$500
31st day and beyond	\$1,000

54. The following stipulated penalties shall accrue per violation per Day for each violation not included in Paragraphs 50-53.

<u>Period of noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 14 th day of violation	\$250
15 th through 30 th day of violation	\$500
31st day and beyond	\$1,000

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

56. Griffith shall pay stipulated penalties to the United States and the State within 30 Days of a written demand by either Plaintiff. Griffith shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to the State. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

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

58. Stipulated penalties shall continue to accrue as provided in Paragraph 55, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute, or any part of the dispute, is resolved by concession of Griffith, agreement by the Parties, or by a decision of EPA or IDEM that is not appealed to the Court, Griffith shall pay accrued penalties determined to be owing, together with interest, to the United States and the State within 30 Days of the concession, the effective date of the agreement, or Griffith's receipt of EPA's or IDEM's decision or order.

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

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

d. Where more than one violation of this Decree is raised in a Dispute, and fewer than all of the violations are resolved by Griffith's concession, agreement of the Parties, or

decision or order by the United States or the State that is not appealed to the Court, then Griffith shall pay the accrued stipulated penalties associated with the resolved violations, together with interest, to the United States and the State, within 30 Days of such resolution.

59. Griffith shall pay stipulated penalties owing to the United States and the State in the manner set forth and with the confirmation notices required by Paragraphs 14 and 15, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

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

61. The payment of penalties and interest, if any, shall not alter in any way Griffith's obligation to complete the performance of the requirements of this Decree.

62. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Decree. Subject to the provisions of Section XIII (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Griffith's violation of this Decree or applicable law, including but not limited to an action against Griffith for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Decree.

X. FORCE MAJEURE

63. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Griffith, of any entity controlled by Griffith, or of Griffith’s contractors that delays or prevents the performance of any obligation under this Decree despite Griffith’s best efforts to fulfill the obligation. The requirement that Griffith exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and using best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. “Force Majeure” does not include Griffith’s financial inability to perform any obligation under this Decree.

64. If any event occurs or has occurred that may delay the performance of any obligation under this Decree, whether or not caused by a force majeure event, Griffith shall provide notice orally or by electronic means to the United States, EPA, and the State under Section XV (Notices), within 72 hours of when Griffith first knew that the event might cause a delay. Within seven days thereafter, Griffith shall provide in writing to EPA and IDEM an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Griffith’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Griffith, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Griffith shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Griffith from

asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Griffith shall be deemed to know of any circumstance of which Griffith, any entity controlled by Griffith, or Griffith's contractors knew or should have known.

65. If EPA and IDEM agree with the Griffith that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Decree that are affected by the force majeure event will be extended by EPA and IDEM, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA and IDEM will notify Griffith in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

66. If EPA and IDEM do not agree with the Griffith that the delay or anticipated delay has been or will be caused by a force majeure event, EPA and IDEM will notify Griffith in writing of their decision.

67. If Griffith elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA and IDEM's notice. In any such proceeding, Griffith shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Griffith complied with the requirements of Paragraphs 63 and 64. If Griffith carries this burden, the delay at issue shall be deemed not to be a violation by Griffith of the affected obligation of this Decree identified to EPA, IDEM, and the Court.

XI. DISPUTE RESOLUTION

68. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree. Griffith's failure to seek resolution of a dispute under this Section shall preclude Griffith from raising any such issue as a defense to an action by the United States and the State to enforce any obligation of Griffith arising under this Decree.

69. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Griffith sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 45 Days from the date the dispute arises, unless that period is modified by written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States and the State shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Griffith invokes formal dispute resolution procedures as set forth below.

70. Formal Dispute Resolution.

a. Griffith shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Griffith's position and any supporting documentation relied upon by Griffith.

b. The United States and the State shall serve its Statement of Position within 30 Days of receipt of Griffith's Statement of Position. The United States and the State's

Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States and the State. The United States and the State's Statement of Position shall be binding on Griffith, unless Griffith files a motion for judicial review of the dispute in accordance with the following Paragraph.

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

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

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

73. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Decree, in any dispute brought under Paragraph 70 pertaining to the

adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Decree; the adequacy of the performance of work undertaken pursuant to this Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Griffith shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Decree, in any other dispute brought under Paragraph 70, Griffith shall bear the burden of demonstrating that its position complies with this Decree.

74. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Griffith under this Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 58. If Griffith does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section IX (Stipulated Penalties).

XII. INFORMATION COLLECTION AND RETENTION

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

- a. monitor the progress of activities required under this Decree;
- b. verify any data or information submitted to the United States or the State in accordance with the terms of this Decree;

- c. obtain samples and, upon request, splits of any samples taken by Griffith or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Griffith's compliance with this Decree.

76. Upon request, Griffith shall provide EPA and IDEM or their authorized representative splits of any samples taken by Griffith. Upon request, EPA or IDEM shall provide Griffith splits of any samples taken by EPA or IDEM.

77. Until five years after the termination of this Decree, Griffith shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Griffith's performance of its obligations under this Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, Griffith shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

78. At the conclusion of the information-retention period provided in the preceding Paragraph, Griffith shall notify the United States and the State at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Griffith shall deliver any such documents, records, or other information to EPA or IDEM. Griffith may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any

other privilege recognized by federal law. If Griffith asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Griffith. However, no documents, records, or other information created or generated pursuant to the requirements of this Decree shall be withheld on grounds of privilege.

79. Griffith may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Griffith seeks to protect as CBI, Griffith shall follow the procedures set forth in 40 C.F.R. Part 2.

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

XIII. EFFECT OF SETTLEMENT / RESERVATION OF RIGHTS

81. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged against the Griffith in the Complaint filed in this action through the Date of Lodging of this Decree.

82. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Decree, except as expressly stated in Paragraph 81. This Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or

injunctive relief under the CWA or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 81. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Griffith's SSCS, whether related to the violations addressed in this Decree or otherwise.

83. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the SSCS, Griffith shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 81.

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

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

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

XIV. COSTS

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

XV. NOTICES

88. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as described below. All notifications, submissions, or communications to the United States and/or EPA shall be submitted, to the extent possible, via e-mail.

As to the United States by email: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-1-1-3308/3

As to the United States by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-3308/3

As to EPA by email: middleton.keith@epa.gov & r5wecca@epa.gov (as a text searchable pdf)

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

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

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

and

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

As to Griffith: The Griffith Clerk Treasurer
11 North Broad Street
Griffith, IN 46319
griffithclerk@griffith.in.gov

The Griffith Town Council President
11 North Broad Street
Griffith, IN 46319
griffithtowncouncil@griffith.in.gov

Erika K. Powers
Barnes & Thornburg LLP
1 North Wacker Drive, Suite 4400

Chicago, IL 60606
epowers@btlaw.com

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

90. All electronic submittals made to EPA must be in Portable Document Format (“pdf”) or similar format that is text searchable. If data are submitted in electronic spreadsheet form, Griffith will provide the data and corresponding information in editable Excel format and not in image format. If Excel format is not available, then the electronic format should allow for data to be used in calculations by a standard spreadsheet program similar to Excel. The subject of the email correspondence must include the Town of Griffith, the name of the Deliverable, and the Court’s case number. If Griffith is unable to submit a notification, submission, or communication to EPA by email, Griffith shall provide the notification, submission, or communication to the mailing addresses listed above in Paragraph 88 and include electronic format of the notification, submission, or communication on physical media such as compact disk, flash drive, or a similar storage device.

XVI. EFFECTIVE DATE

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

XVII. RETENTION OF JURISDICTION

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

modifying this Decree, pursuant to Sections XI (Dispute Resolution) and XVIII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVIII. MODIFICATION

93. Except as provided in Paragraph 30 (Revising the CMOM Program), the terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court. The Parties agree that an automatic extension of the final completion date for the SSO Remedial Measures Plan as provided in Appendix A is a non-material change.

94. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XI (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 73(a) and (b), the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XIX. TERMINATION

95. After Griffith has completed the requirements of Section VII (Compliance Requirements), has complied with all other requirements of this Consent Decree, and has paid the civil penalty and any accrued stipulated penalties as required by this Decree, Griffith may serve upon the United States and the State a Request for Termination, stating that Griffith has satisfied those requirements, together with all necessary supporting documentation.

96. Following receipt by the United States and the State of Griffith's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Griffith has satisfactorily complied with the requirements

for termination of this Decree. If the United States and the State agree that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

97. If the United States and the State do not agree that the Decree may be terminated, Griffith may invoke Dispute Resolution under Section XI. However, Griffith shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

98. Regardless of whether Defendant has requested termination of the Consent Decree pursuant to Paragraph 95, the United States and the State may seek the Court's approval to terminate this Consent Decree based upon the United States' and the State's determination that Defendant has met the requirements for termination in accordance with this Section.

XX. PUBLIC PARTICIPATION

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

XXI. SIGNATORIES / SERVICE

100. Each undersigned representative of Griffith and the State of Indiana and the Assistant Attorney General for the Environment and Natural Resources Division of the

Department of Justice identified on the DOJ signature page below, certifies 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.

101. This Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Griffith agrees to accept service of process by mail with respect to all matters arising under or relating to this Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Griffith need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Decree.

XXII. INTEGRATION

102. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the 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 Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Decree.

XXIII. APPENDICES

103. The following Appendices are attached to and part of this Consent Decree:
“Appendix A” is Griffith’s SSO Remedial Measures Plan Requirements;
“Appendix B” is Griffith’s List of SSO Locations and Procedure to Eliminate Subsequently Discovered SSOs;
“Appendix C” is Griffith’s SSO Reporting Table.

XXIV. FINAL JUDGMENT

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

Dated and entered this _____ day of _____, 2022.

UNITED STATES DISTRICT JUDGE

The Undersigned Party enters into this Consent Decree between the United States of America, the State of Indiana, and the Town of Griffith, Indiana.

**FOR PLAINTIFF
UNITED STATES OF AMERICA:**

UNITED STATES DEPARTMENT OF JUSTICE

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

4/6/22
Date

/s/ Alison C. McGregor
ALISON C. MCGREGOR
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611

CLIFFORD D. JOHNSON
United States Attorney
Northern District of Indiana

SHARON JEFFERSON
Assistant United States Attorney
Northern District of Indiana

The Undersigned Party enters into this Consent Decree between the United States of America, the State of Indiana, and the Town of Griffith, Indiana.

**U.S. ENVIRONMENTAL PROTECTION
AGENCY, REGION 5**

ROBERT KAPLAN

Digitally signed by ROBERT
KAPLAN
Date: 2022.03.07 13:38:42 -06'00'

Date

ROBERT A. KAPLAN

Regional Counsel

U.S. Environmental Protection Agency, Region 5

ROBERT GUENTHER

Digitally signed by ROBERT
GUENTHER
Date: 2022.03.01 09:33:19 -06'00'

ROBERT GUENTHER

Associate Regional Counsel

U.S. Environmental Protection Agency, Region 5

Office of Regional Counsel

The Undersigned Party enters into this Consent Decree between the United States of America, the State of Indiana, and the Town of Griffith, Indiana.

**U.S. ENVIRONMENTAL PROTECTION
AGENCY, OFFICE OF ENFORCEMENT AND
COMPLIANCE ASSURANCE**

JOSEPH THEIS Digitally signed by JOSEPH THEIS
Date: 2022.03.10 10:47:37 -05'00'

Date

JOSEPH G. THEIS
Acting Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

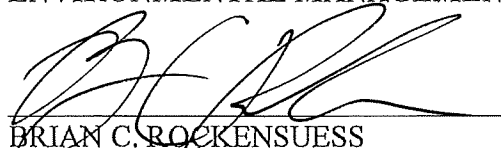
The Undersigned Party enters into this Consent Decree between the United States of America, the State of Indiana, and the Town of Griffith, Indiana.

**FOR PLAINTIFF
THE STATE OF INDIANA:**

**INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

3/24/2022

Date



BRIAN C. ROCKENSUESS
Commissioner

Indiana Department of Environmental Management
100 North Senate Street
P.O. Box 6015
Indianapolis, IN 46206

Approved as to form and legality:

3/23/2022

Date



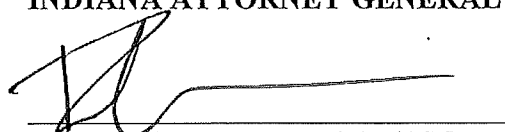
ELIZABETH ADMIRE
Attorney

Indiana Department of Environmental Management
100 North Senate Street
P.O. Box 6015
Indianapolis, IN 46206

INDIANA ATTORNEY GENERAL

March 23, 2022

Date



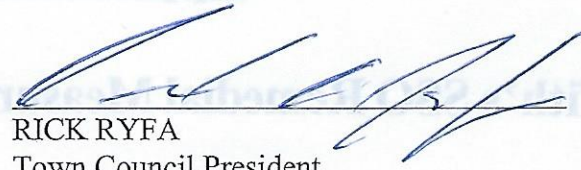
PATRICIA ORLOFF ERDMANN
Chief Counsel for Litigation
Office of the Indiana Attorney General
402 West Washington Street
IGCS, 5th Floor
Indianapolis, IN 46204

The Undersigned Party enters into this Consent Decree between the United States of America, the State of Indiana, and the Town of Griffith, Indiana.

FOR THE TOWN OF GRIFFITH

4/5/22

Date


RICK RYFA
Town Council President
Town of Griffith
111 North Broad Street
Griffith, IN 46319

*United States of America and the State of Indiana v.
the Sanitary District of Highland and the Town of Griffith, Indiana*

Appendix A

Griffith's SSO Remedial Measures Plan Requirements

*United States of America and the State of Indiana v.
the Sanitary District of Highland and the Town of Griffith, Indiana*

I. Continued Inflow/Infiltration (I/I) Reduction

By October 1, 2026, Griffith will complete a construction project to address the following direct inflow sources identified in the February 2020 I/I Investigations Study Report:

- Manholes with open pick holes
- Cleanouts with broken or missing caps
- Storm drain cross-connections
- Downspout connections

II. SSO Remedial Measures Plan Requirements: Increased Treatment Capacity from Hammond Sanitary District (HSD) and Other Measures to Address SSOs

Griffith will: (i) coordinate with HSD on the expeditious implementation of the following capital projects to convey increased flows to HSD for treatment; and (ii) submit to EPA and IDEM for review and approval an SSO Remedial Measures Plan that includes the following:

- Upgrades to or replacement of the Cline Avenue Pump Station, Cline Avenue Pump Station force main, and any other construction or work that Griffith determines is necessary to pump wet weather flows of 15.5 MGD to HSD. The implementation schedule will be coordinated with HSD's long-term control plan implementation and will be completed no more than two months after the time that HSD is prepared to accept the additional flow from Griffith and no later than October 1, 2026. If the timeline in HSD's LTCP regarding the corresponding sewer upgrades necessary to accept the 15.5 MGD from Griffith is extended pursuant to its 2017 Decree with the United States and the State, Griffith's completion date will automatically be extended to two months after HSD's new deadline to accept the additional flow.
- Within 30 days of completing the work described above, Griffith shall request and obtain written notice from HSD that confirms that HSD is ready to accept 15.5 MGD from the upgraded Cline Avenue Pump Station (and any additional pump stations, if necessary). Griffith will begin pumping peak flows up to 15.5 MGD, as necessary, to HSD at the upgraded Cline Avenue Pump Station (and additional pump station, if necessary) after obtaining its written notice from HSD.
- Any additional measures that Griffith determines are necessary to include in its SSO Remedial Measures Plan in order to meet the objective of eliminating SSOs, such as additional I/I elimination projects.

Griffith shall submit its SSO Remedial Measures Plan, which shall incorporate the requirements listed above and include an implementation schedule, to EPA and IDEM for approval by July 29, 2022.

*United States of America and the State of Indiana v.
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Appendix B

Griffith's List of SSO Locations and Procedure to Eliminate Subsequently Discovered SSOs

*United States of America and the State of Indiana v.
the Sanitary District of Highland and the Town of Griffith, Indiana*

Part 1. SSO Locations List

The definition of SSO Locations for purposes of this Decree currently includes the Cline Avenue equalization basin where SSOs have occurred and could potentially occur as of the Date of Lodging this Decree.

Part 2. Procedure for Newly Discovered SSO Locations

A. When Griffith develops and implements its CMOM Program (pursuant to Paragraphs 26 and 29 of this Consent Decree), Griffith will actively investigate its SSCS in order to identify any additional SSO locations not included in the SSO Locations List set forth in Part 1 above. Any SSO not on the list above will be treated as a newly discovered SSO.

B. Newly discovered SSOs shall be categorized as either maintenance-related or capacity-related. Maintenance-related SSOs are those caused solely by blockages, sewer collapses, and other physical faults within the SSCS. Maintenance-related SSOs are remediated by sewer cleaning, root removal, and/or localized sewer repairs, as appropriate. Capacity-related SSOs are those caused in part or entirely by as-designed inadequate capacity to convey peak flows within the SSCS. Capacity-related SSOs are remediated by measures such as the provision of larger sewers, relief sewers, or the reduction of peak wet weather flows by source control measures.

C. Maintenance-related SSOs. If Griffith determines that a newly discovered SSO is maintenance-related, Griffith shall implement such maintenance and/or repair measures as are necessary to address the SSO as expeditiously as possible and within 30 days of discovery. Griffith shall include relevant information in its subsequent Semi-Annual Report, pursuant to Paragraph 38 of the Consent Decree. That information shall include: a description of the newly discovered SSO's location, the maintenance-related issue(s) causing the SSO, the manner in which it was discovered, the date of discovery, a description of the maintenance and/or repair activities carried out to eliminate the SSO, and the date by which those repairs were completed.

If Griffith cannot eliminate the SSO within 30 days of discovery, then within 10 days of discovery, Griffith shall notify EPA and IDEM and request an extension that eliminates the SSO as expeditiously as possible. Griffith shall include in its notification and extension request all relevant information describing the newly discovered SSO's location; the maintenance-related issue(s) causing the SSO; the circumstances in which the SSO was discovered; the date of discovery; a description of the maintenance and/or repair activities Griffith will implement to eliminate the SSO; the date by which those activities will be completed; and why the maintenance and/or repair activities could not be completed within 30 days of Griffith discovering the SSO. Griffith shall implement the plan to eliminate the SSO, under the schedule provided, as approved by EPA and IDEM.

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D. Capacity-related SSOs

1. If Griffith determines that a newly discovered SSO is capacity-related, then within 30 Days of such discovery, Griffith shall notify EPA and IDEM of the discovery. Griffith's notification shall include relevant information, including but not limited to: a description of the newly discovered SSO's location, its configuration, the manner in which it was discovered, the date of discovery, and a description of all investigations and evaluations of the newly discovered SSO carried out by Griffith to date. If the discovery of the capacity-related newly discovered SSO occurs on or before April 22, 2022, which is 90 days or more before the date the SSO Remedial Measures Plan is due under the Decree, then Griffith shall add the SSO to its SSO Remedial Measures Plan and include all analysis in order to comply with the Requirements of Appendix A (Griffith's SSO Remedial Measures Plan Requirements).

2. If discovery of the capacity-related newly discovered SSO occurs at any date after April 22, 2022, which is less than 90 days before the date the SSO Remedial Measures Plan is required to be submitted to EPA and IDEM, then within 90 days of the date of the discovery, Griffith shall submit an SSO Remedial Measures Plan Addendum to EPA and IDEM for review and approval. The SSO Remedial Measures Plan Addendum shall identify remedial project(s) to eliminate the newly discovered SSO. The SSO Remedial Measures Plan Addendum shall only alter the remedial measures identified in the SSO Remedial Measures Plan for other SSO Locations where necessary, and shall not delay the final milestone date for any remedial measures identified in the SSO Remedial Measures Plan. The Addendum shall provide all of the information necessary for the Addendum and the SSO Remedial Measures Plan to together comply with the requirements of Appendix A. The final milestone for the completion of the project(s) in the Addendum shall be as expeditious as possible, and shall not be later than the final milestone date in the SSO Remedial Measures Plan unless a different date is approved by EPA and the State. Griffith shall implement the SSO Remedial Measures Plan Addendum as approved by EPA and IDEM.

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Appendix C

Griffith's SSO Reporting Table

Consent Decree in

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Number (tally number of SSOs or Property Backups)	Date (mm/dd/yy) and Time Release Began/Ended	Drainage Basin Location	Location of Release	Description of Area Impacted	Reason for SSO	Amount of Flow Released	Rainfall Information and Classification ¹	Name of Receiving Waters Impacted	Did Griffith Follow its Overflow Emergency Plan? (Y or N)	Actions taken to prevent, minimize, or mitigate damage, including clean-up and treatment of affected area	Actions taken or planned to prevent recurrence	Did Griffith exceed its Contractual Peak Flow Rate? (Y or N)	Comments
Case specific accounting method.	State Form 48373 - Box 6		State Form 48373 - Box 8	State Form 48373 - Box 18	State Form 48373 - Box 15 & 17	State Form 48373 - Box 10		State Form 48373 - Box 18	Not in State Form 48373	State Form 48373 - Box 20	State Form 48373 - Box 21	Not in State Form 48373	Catch-all section that would be helpful if any of the other boxes require further explanation
Example #1 - SSO	<i>Ex. 6-15-2015 to 6-16-2015 2:30 PM to 2:30 AM</i>	<i>Cline Avenue Basin</i>	<i>Cline Avenue Equalization Basin</i>	<i>Wetland Area North of Cline Avenue Equalization Basin & Little Calumet River</i>	<i>Rainfall, Excessive I/I, Capacity of Equalization Basin Storage Exceeded</i>	<i>1,426,455 gallons</i>	<i>3.89 inches of rainfall max hourly intensity was 1.22 inch/hr More than the 10-year, 12-hour storm</i>	<i>Little Calumet River</i>	<i>Yes</i>	<i>Placed signs around the SSO area alerting the public</i>	<i>Development of SSO Remedial Measure Plan</i>	<i>Yes</i>	<i>Griffith pumped at 8 MGD from the Cline Avenue Lift Station</i>
Example #2 - SSO	<i>Ex 7-4-2015 4:30 PM to 7:02 PM</i>	<i>Cline Avenue Basin</i>	<i>Cline Avenue Equalization Basin</i>	<i>Wetland Area North of Cline Avenue Equalization Basin & Little Calumet River</i>	<i>Rainfall, Excessive I/I, Capacity of Equalization Basin Storage Exceeded</i>	<i>980,112 gallons</i>	<i>2.13 inches of rainfall max hourly intensity was 1.70 inch/hr 5-year, 1-hour storm</i>	<i>Little Calumet River</i>	<i>Yes</i>	<i>Placed signs around the SSO area alerting the public</i>	<i>Development of SSO Remedial Measure Plan</i>	<i>No</i>	

¹ Rainfall classification for the Town of Griffith shall be as defined by comparison of rainfall data from Griffith's rain gauge located at the Cline Avenue Pump Station to the NOAA Atlas 14 Point Precipitation Frequency Estimates generated by the Precipitation Frequency Data Server for the Cline Avenue Pump Station location (see the attached table).

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NOAA Atlas 14, Volume 2, Version 3 Location name: Griffith, Indiana, USA* Latitude: 41.5658°, Longitude: -87.4313°
Elevation: 591.36 ft**

POINT PRECIPITATION FREQUENCY ESTIMATES

G.M. Bonnin, D. Martin, B. Lin, T. Parzybok, M.Yekta, and D. Riley NOAA, National Weather Service, Silver Spring, Maryland

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.381 (0.342-0.425)	0.452 (0.406-0.502)	0.536 (0.481-0.595)	0.611 (0.547-0.677)	0.699 (0.624-0.776)	0.774 (0.686-0.859)	0.844 (0.744-0.938)	0.918 (0.803-1.02)	1.02 (0.882-1.14)	1.10 (0.943-1.24)
10-min	0.592 (0.532-0.660)	0.706 (0.634-0.784)	0.833 (0.747-0.925)	0.943 (0.845-1.05)	1.07 (0.954-1.19)	1.17 (1.04-1.30)	1.27 (1.12-1.41)	1.37 (1.20-1.53)	1.50 (1.30-1.68)	1.60 (1.37-1.80)
15-min	0.725 (0.652-0.809)	0.863 (0.775-0.959)	1.02 (0.918-1.14)	1.16 (1.04-1.29)	1.32 (1.18-1.47)	1.45 (1.29-1.61)	1.58 (1.39-1.76)	1.70 (1.49-1.90)	1.87 (1.62-2.10)	2.00 (1.72-2.26)
30-min	0.960 (0.862-1.07)	1.16 (1.04-1.28)	1.40 (1.26-1.56)	1.61 (1.44-1.79)	1.87 (1.67-2.07)	2.08 (1.84-2.30)	2.28 (2.01-2.53)	2.49 (2.17-2.78)	2.77 (2.40-3.10)	3.00 (2.57-3.38)
60-min	1.17 (1.05-1.31)	1.42 (1.27-1.58)	1.76 (1.58-1.95)	2.05 (1.84-2.27)	2.42 (2.16-2.69)	2.73 (2.42-3.03)	3.05 (2.69-3.39)	3.38 (2.95-3.77)	3.83 (3.32-4.29)	4.21 (3.61-4.75)
2-hr	1.37 (1.23-1.52)	1.67 (1.49-1.85)	2.09 (1.87-2.32)	2.46 (2.20-2.72)	2.94 (2.61-3.25)	3.35 (2.96-3.70)	3.76 (3.30-4.17)	4.20 (3.66-4.66)	4.79 (4.13-5.34)	5.29 (4.51-5.93)
3-hr	1.48 (1.32-1.65)	1.80 (1.61-2.01)	2.27 (2.03-2.54)	2.68 (2.39-3.00)	3.22 (2.86-3.59)	3.68 (3.24-4.10)	4.14 (3.63-4.62)	4.64 (4.03-5.18)	5.32 (4.57-5.98)	5.89 (5.01-6.65)
6-hr	1.76 (1.56-2.00)	2.14 (1.89-2.44)	2.74 (2.41-3.12)	3.28 (2.88-3.73)	4.03 (3.51-4.57)	4.69 (4.05-5.31)	5.39 (4.61-6.12)	6.16 (5.20-7.00)	7.27 (6.04-8.30)	8.25 (6.75-9.47)
12-hr	2.05 (1.82-2.32)	2.48 (2.20-2.81)	3.14 (2.78-3.56)	3.75 (3.30-4.24)	4.57 (4.00-5.17)	5.30 (4.60-5.98)	6.08 (5.22-6.86)	6.92 (5.87-7.82)	8.13 (6.79-9.24)	9.19 (7.57-10.5)
24-hr	2.38 (2.17-2.63)	2.90 (2.64-3.20)	3.74 (3.40-4.12)	4.43 (4.01-4.87)	5.44 (4.88-5.97)	6.29 (5.60-6.91)	7.22 (6.36-7.92)	8.23 (7.17-9.03)	9.70 (8.32-10.7)	10.9 (9.24-12.1)
2-day	2.78 (2.54-3.06)	3.37 (3.08-3.70)	4.25 (3.88-4.67)	4.98 (4.53-5.47)	6.03 (5.45-6.62)	6.91 (6.20-7.60)	7.85 (6.98-8.66)	8.87 (7.80-9.84)	10.3 (8.93-11.6)	11.6 (9.84-13.0)
3-day	2.97 (2.73-3.24)	3.57 (3.28-3.90)	4.46 (4.09-4.87)	5.19 (4.75-5.66)	6.24 (5.67-6.80)	7.10 (6.40-7.75)	8.02 (7.17-8.79)	9.00 (7.97-9.91)	10.4 (9.07-11.6)	11.6 (9.95-13.1)
4-day	3.15 (2.91-3.42)	3.78 (3.49-4.09)	4.68 (4.31-5.06)	5.40 (4.97-5.85)	6.44 (5.89-6.97)	7.29 (6.61-7.91)	8.18 (7.36-8.91)	9.13 (8.14-9.98)	10.5 (9.20-11.7)	11.6 (10.1-13.2)
7-day	3.69 (3.44-3.98)	4.40 (4.10-4.73)	5.32 (4.95-5.72)	6.06 (5.63-6.52)	7.09 (6.55-7.62)	7.91 (7.27-8.52)	8.76 (8.00-9.46)	9.64 (8.73-10.5)	10.9 (9.71-11.9)	11.9 (10.5-13.3)
10-day	4.21 (3.89-4.55)	4.98 (4.62-5.40)	5.99 (5.54-6.49)	6.81 (6.28-7.38)	7.97 (7.30-8.65)	8.91 (8.10-9.69)	9.90 (8.92-10.8)	10.9 (9.75-12.0)	12.4 (10.9-13.6)	13.5 (11.7-15.0)
20-day	5.66 (5.28-6.08)	6.69 (6.25-7.17)	7.88 (7.34-8.45)	8.80 (8.20-9.44)	10.0 (9.31-10.8)	11.0 (10.2-11.8)	12.0 (11.0-12.9)	12.9 (11.8-13.9)	14.2 (12.8-15.4)	15.1 (13.5-16.5)
30-day	7.05 (6.64-7.49)	8.30 (7.82-8.82)	9.61 (9.05-10.2)	10.6 (9.96-11.2)	11.8 (11.1-12.5)	12.7 (11.9-13.5)	13.5 (12.6-14.4)	14.3 (13.3-15.3)	15.3 (14.1-16.5)	16.0 (14.7-17.3)
45-day	8.85 (8.39-9.32)	10.4 (9.83-10.9)	11.8 (11.2-12.4)	12.8 (12.1-13.5)	14.1 (13.3-14.8)	15.0 (14.1-15.8)	15.8 (14.9-16.7)	16.5 (15.5-17.5)	17.4 (16.3-18.5)	18.0 (16.8-19.2)
60-day	10.6 (10.0-11.1)	12.4 (11.7-13.0)	14.1 (13.3-14.9)	15.3 (14.5-16.2)	16.9 (15.9-17.8)	18.0 (17.0-19.0)	19.0 (17.9-20.1)	19.9 (18.7-21.1)	21.0 (19.7-22.4)	21.8 (20.3-23.3)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.